



**CLARK & ASSOCIATES  
LAND BROKERS, LLC**

Specializing in Farm, Ranch, Recreational & Auction Properties

*Proudly Presents*



***BAR J L RANCH ESTATE***  
***Manville, Niobrara County, Wyoming***

*640± total contiguous acres comprised of 320± deeded acres and 320± State of Wyoming lease acres which features a fully custom 3,611 sq. ft. ranch home plus additional residence and multiple barns and corrals.*

## SIZE & DESCRIPTION

320± Deeded Acres

320± State of Wyoming Lease Acres

**640± Total Acres**

The Bar J L Ranch Estate is comprised of 320± deeded acres and 320± State of Wyoming lease acres for a total of 640± total contiguous acres.

The property is owner-rated for 45-50 cows year-round and sufficient hay production to also feed the cows through the winter months.

The Bar J L Ranch Estate is cross fenced into six separate pastures. There are a total of three wells located on the subject property; one solar well and two electric wells which provide water to the pastures, homes and corrals.

The head-waters of the Niobrara County River is located on the Bar J L Ranch Estate and travels throughout the property.



## LOCATION, ACCESS & COMMUNITY AMENITIES

The Bar J L Ranch Estate is located just minutes north of Manville, Wyoming. The property is easily accessed from Manville, Wyoming by traveling north on State Highway 270 for approximately one-half a mile from the Manville City Limits and the property will be on the right. The Bar J L Ranch Estate has Highway 270 frontage along the entire western boundary.

The following are several towns and cities that are in close proximity to and easily accessible from the Niobrara County Irrigated Farm and Ranch:

Lusk, Wyoming (pop. 1,567)	12 miles southeast
Douglas, Wyoming (pop. 6,471)	45 miles west
Lingle, Wyoming (pop. 510)	56miles south
Torrington, Wyoming (pop. 6,701)	66 miles south
Scottsbluff, Nebraska (pop. 14,814)	97 miles southeast
Casper, Wyoming (pop. 57,461)	97 miles west
Cheyenne, Wyoming (pop. 63,951)	139 miles south
Denver, Colorado (pop. 701,621)	237 miles south

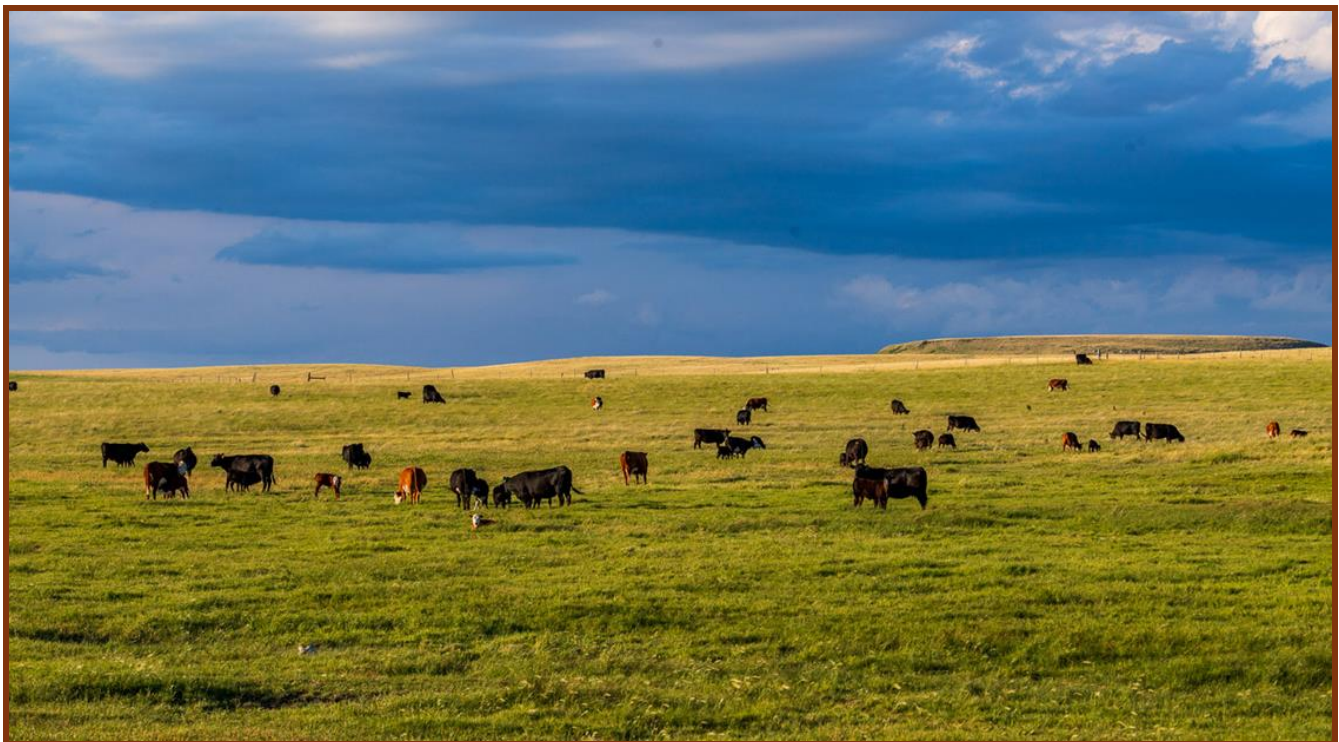
The town of Lusk (population 1,567 and seat of Niobrara County) is situated in a community that extends a friendly hometown ambiance. There is an excellent K-12 school system with a low student/teacher ratio, medical facilities, and financial institutions. Additional information about Lusk and Niobrara County can be found at [www.luskwyoming.com](http://www.luskwyoming.com).



The Bar J L Ranch Estate is approximately 45 miles from Douglas, Wyoming, which offers all the desirable amenities of a traditional rural Wyoming city with its small-town friendliness and atmosphere. Douglas has an excellent school system, K-12, with a low student-to-teacher ratio; several banks, churches, and restaurants; county library; one of Wyoming's top 18-hole golf courses; weekly newspaper; veterinary clinics; airport; medical clinics; as well as an excellent medical facility, Memorial Hospital of Converse County. Douglas is also home to the Wyoming State Fair, Wyoming Pioneer Museum, Railroad Interpretive Center and Wyoming Law Enforcement Academy.

Scottsbluff, Nebraska, population 14,814, is 97 miles southeast of the property, and offers medical facilities at the Regional West Medical Center, a good school system, Western Nebraska Community College, theaters, restaurants, several banks and retail stores, shopping, a golf course, and the Western Nebraska Regional Airport, a commercial airport. For additional information regarding Scottsbluff as well as the surrounding area, visit [www.visitscottsbluff.com](http://www.visitscottsbluff.com).

Casper, WY has a population of 58,656, making it the second largest city in the state and is located approximately 97 miles from the property. The city boasts 42 parks, a large recreation center, an ice arena, and an indoor aquatics center. There are numerous family sports leagues. The city is the home to Hogadon Ski Area, four golf courses, including the 27-hole Municipal Golf Course. It also boasts five museums, two minor league sports teams, shooting range, and the Central Wyoming Symphony Orchestra. Casper is the site of the Central Wyoming Fair & Rodeo which is held annually during the second week of July featuring PRCA rodeo action, carnivals, 4-H and open exhibits and concerts. The National Collegiate Rodeo Finals are also held in Casper in June of each year and showcase the best of the nation's young college rodeo stars. For additional information, visit [www.visitcasper.com](http://www.visitcasper.com).



### LEASE INFORMATION

Upon approval of the appropriate agency, State of Wyoming Lease #1-6840 will transfer to the new owner. The lease consists of 320± acres with an estimated annual cost of \$988.08. The lease is up for renewal on January 1, 2031. State of Wyoming leases are renewable every ten (10) years with an annual payment due each year. The annual payments are assessed per AUM of each lease with the cost per AUM varying year to year as determined by the Office of Lands and Investments for the State of Wyoming. For more information, contact the Wyoming Office of State Lands and Investments for further information at (307) 777-7333.

### WATER RIGHTS

Upon request, Clark & Associates Land Brokers, LLC will provide any prospective buyer a Wyoming State Engineer's ground and surface water rights search that was completed on the Bar J L Ranch Estate.

### REAL ESTATE TAXES

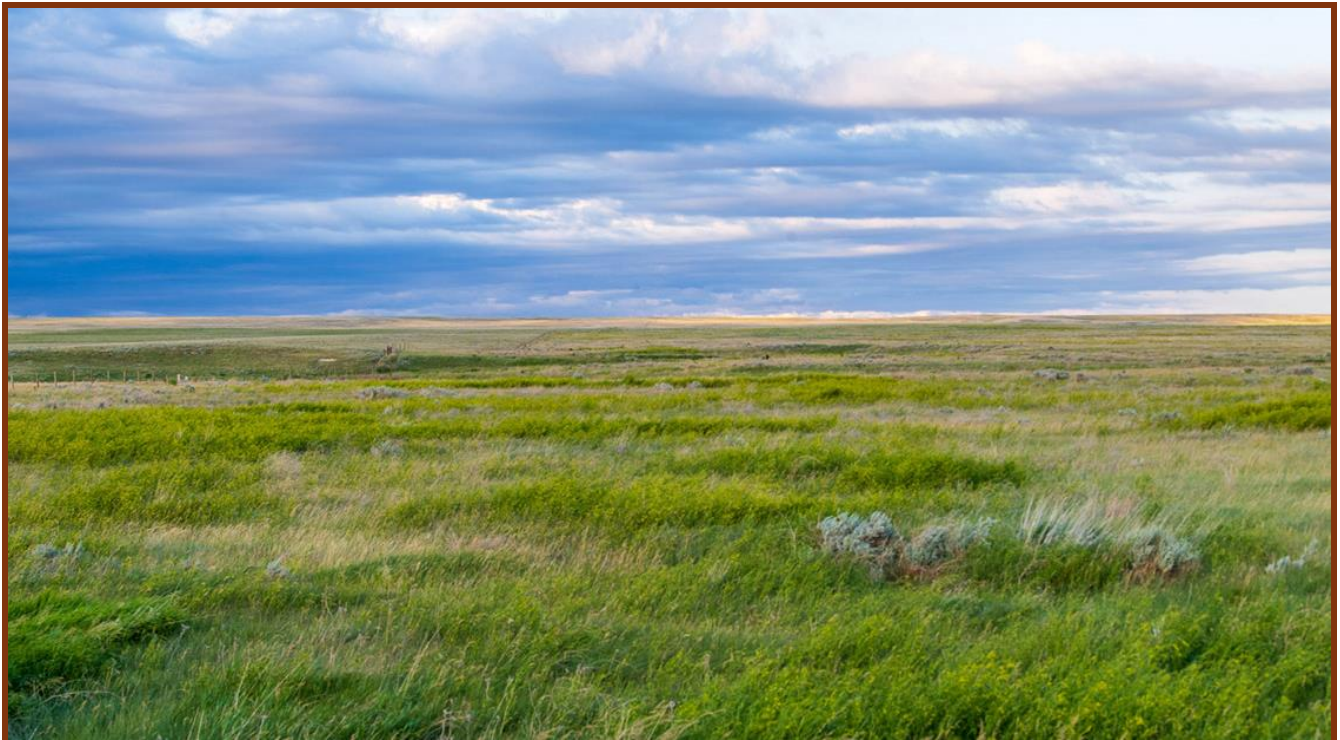
According to the Niobrara County Assessor's office, the annual real estate taxes for the Bar J L Ranch Estate are approximately \$5,265

### MINERAL RIGHTS

All mineral rights owned by the seller, if any, shall transfer to the buyer at day of closing.

### WILDLIFE

The habitat for wildlife is excellent and many different species may be found on the property including mule deer, whitetail deer, antelope, coyotes and fox.



## UTILITIES

Power – Niobrara Electric Association

Water – Private Wells

## IMPROVEMENTS

The improvements of the Bar J L Ranch Estate are substantial and consist of two residence plus multiple barns and corrals.

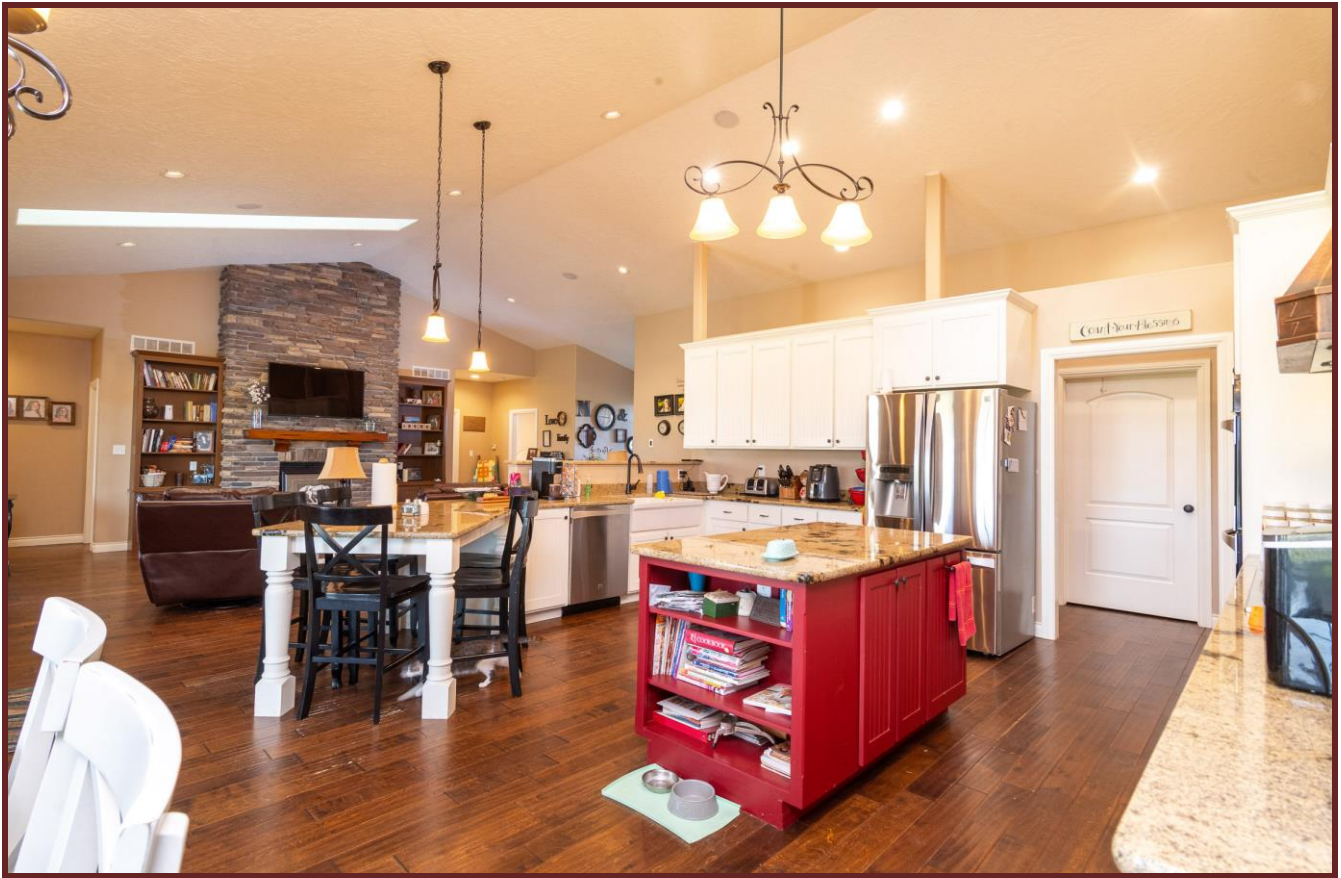
**Main Residence:** The main residence at the Bar J L Ranch Estate is a fully custom ranch-style home built in 2012 consisting of 3,611 sq. ft. with four bedrooms and three bathrooms. Pride of ownership is evident throughout the home with many custom upgrades found in the details of home including:



- Open-concept floor plan with large kitchen, dining room and great room with a large brick fireplace.
- The kitchen features stainless steel appliances, an oversized kitchen bar with dining space, kitchen island, handmade cabinetry from a Wyoming cabinet maker, granite counter tops, custom-made copper range hood, a large walk-in pantry and a grilling patio located out the kitchen doors.
- Matching granite countertops are found throughout the home.
- Engineered hardwood floors are found in the living spaces with tile floor in each of the bathrooms, complete with in-floor heat in each.
- Owner's suite includes a large walk-in closet with oversized bathroom, complete with a steam shower and in-floor heat.
- Media room, which could alternative be used as an in-home office.
- Laundry room with extra storage and entry way with coat and shoe storage

- Sound system throughout the home
- Two separate forced-air heating/cooling systems and tankless, on-demand water heater.
- Oversized, attached two-car garage
- The home is insulated with 2' foam insulation and fiberglass over the foam.
- In-ground sprinkler system for lawn care.
- Private septic and well











**Second Residence:** The second residence located on the property is a 1999 modular home consisting of 1,680 sq. ft. with three bedrooms and two bathrooms. The home has a two-car garage which is attached via a large mud-room. A covered patio is located off the back of the home. A private well provides water the house and corrals.



**Additional Improvements:** Additional improvements on the Bar J L Ranch Estate include:

- 1,200 sq. ft. equipment storage building
- 880 sq. ft. barn
- Chicken coop
- 160 sq. ft. equipment storage building
- 260 sq. ft. farm utility building
- 1,200 sq. ft. detached garage
- 576 sq. ft. equipment storage building
- Pipe corrals
- Large wind break



## AIRPORT INFORMATION

Commercial airline service is available at Scottsbluff, Nebraska; Casper, Wyoming; and Denver, Colorado. The following is information on each of these airports:

**Scottsbluff, Nebraska:** Great Lakes Airlines provides flights to and from Denver, Colorado from the Western Nebraska Regional Airport. Valley Airways, fixed base operator for the airport, provides charter flights, in-transit charter refueling, airplane maintenance and repair and flight training. For more information, please visit <http://www.flyscottsbluff.com>. Complete aeronautical information for the Western Nebraska Regional Airport can be found at <http://www.airnav.com/airport/KBFF>.

**Casper, Wyoming:** United Express, SkyWest and Mountain Air Express provide daily air service with connections to Denver, Colorado, Salt Lake City, Utah and Colorado Springs, Colorado from the Natrona County International Airport. This airport also has charter flights and rental cars available. For more information, please visit <http://www.iflycasper.com>. Complete aeronautical information can be found at <http://www.airnav.com/airport/CPR>.

**Denver, Colorado:** Denver International Airport is open 24-hours-a-day, seven days a week and is served by most major airlines and select charters, providing nonstop daily service to more than 130 national and international destinations. For more information, visit the official web site for Denver International Airport: <http://www.flydenver.com>.

**Lusk, Wyoming** also has a 5,058 foot paved and lighted airstrip suitable for small jets and all private planes, at an elevation of 4,964 feet above sea level, within 27 miles of the Prairie Center Pivots.

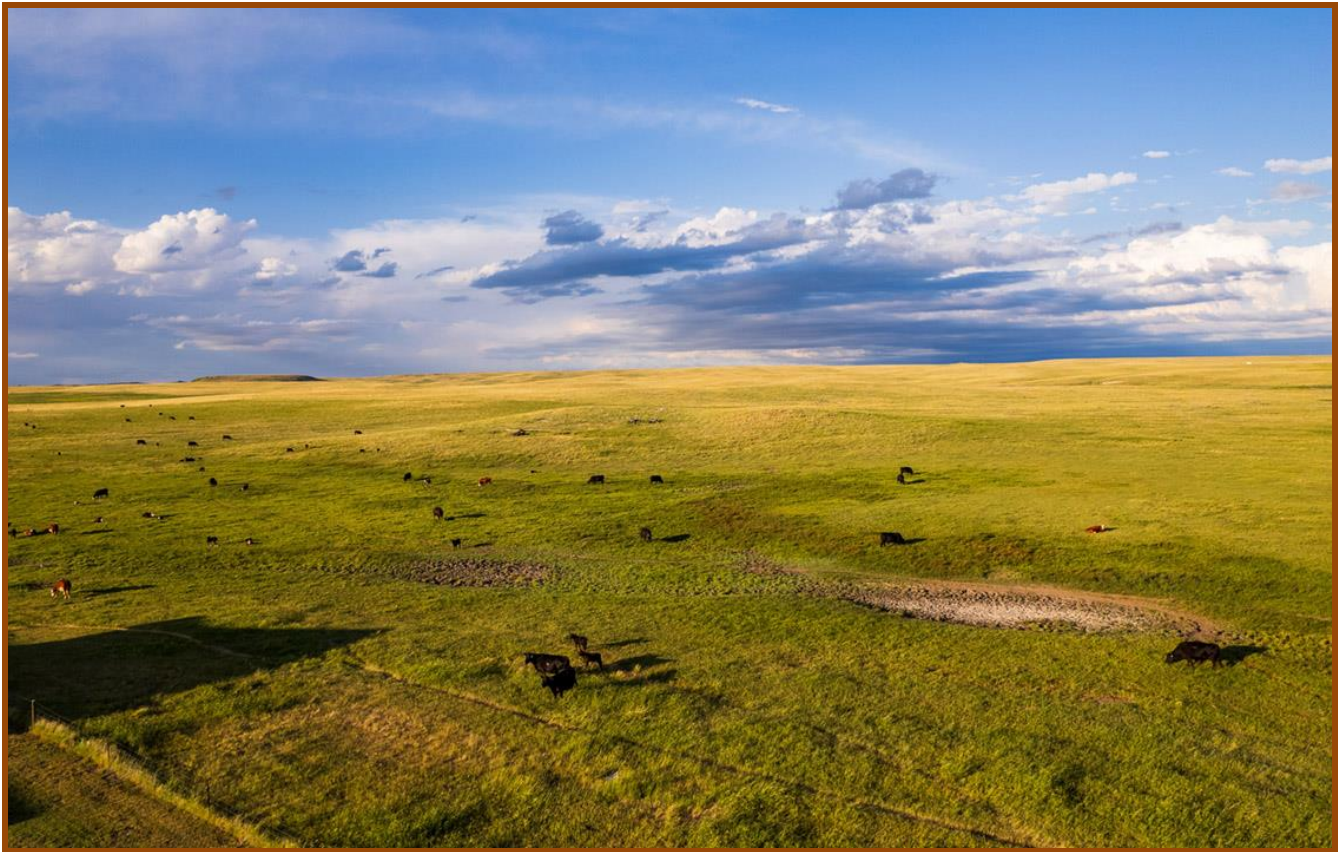
The Torrington Municipal Airport, elevation 4,250 feet above sea level, is located two miles east of Torrington and offers the following services:

- Aviation fuel: 100LL Avgas and Jet A (full service)
- Aircraft parking (ramp or tie down)
- Hangars
- Flight training
- Aircraft rental
- Aircraft maintenance
- Pilot supplies
- Courtesy transportation to pilots

Runway information for the Torrington Municipal Airport:

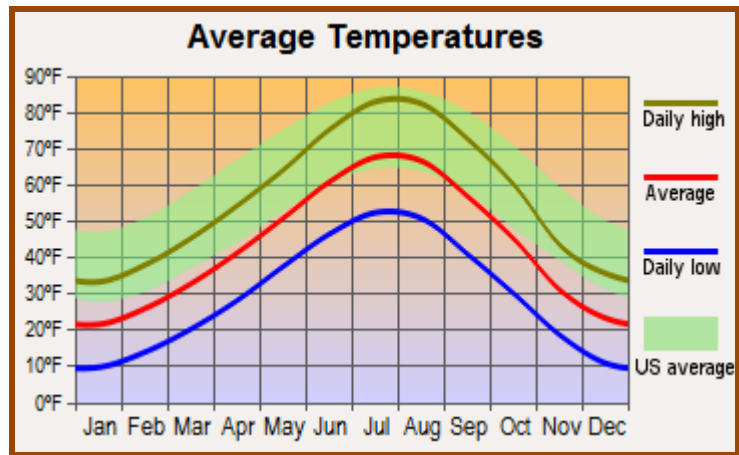
- Runway 2 right traffic pattern
- Runway 02/20: 3000x 60 feet Asphalt Surface
- Runway 10/28: 5701 x 75 feet Asphalt Surface

For additional information, please visit <http://www.city-of-torrington.org/airport.htm> or <http://www.airnav.com/airport/KTOR>.



## CLIMATE

According to the High Plains Regional Climate Center at the University of Nebraska, the average annual precipitation for the Lusk, Wyoming area is approximately 17.6 inches including 48.4 inches of snow fall. The average high temperature in January is 35 degrees, while the low is 13 degrees. The average high temperature in July is 85 degrees, while the low is 54 degrees. The charts to the right are courtesy of [www.city-data.com](http://www.city-data.com).

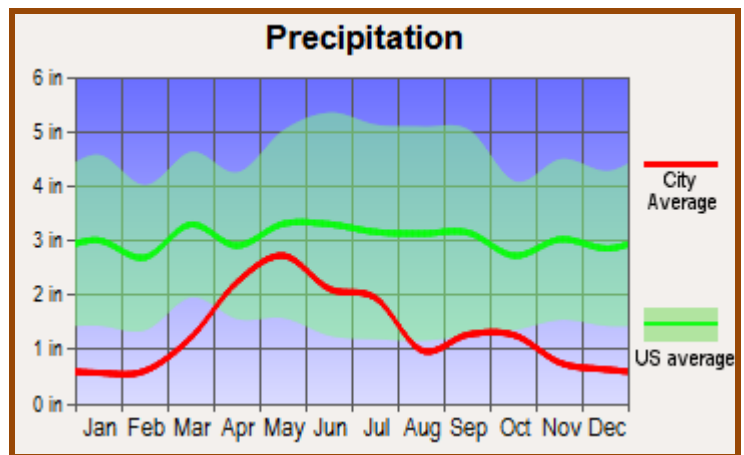


## STATE OF WYOMING

Wyoming is a state that offers an incredible diversity of activities, geography, climate, and history. Just a territory in 1869, Wyoming became the 44th state in 1890. The state's population is 563,626, and provides a variety of opportunities and advantages for persons wishing to establish residency.

Wyoming's energy costs are the second lowest in the nation, and the cost of living index is below the national average. Wyoming ranks among the top ten in the entire United States for educational performance. There is no state income tax, and Wyoming offers an extremely favorable tax climate:

- No personal income tax
- No corporate income tax
- No gross receipts tax
- No inventory tax
- Low retail sales tax
- Low property tax
- Favorable inheritance tax
- Favorable unemployment tax



According to Michael B. Sauter, Alexander E. M. Hess, Samuel Weigley, and Ashley C. Allen of 24/7 Wall Street, Wyoming is a model of good management and a prospering population. The state is particularly efficient at managing its debt, owing the equivalent of just 20.4% of annual revenue in fiscal 2010. Wyoming also has a tax structure that, according to the Tax Foundation, is the nation's most-favorable for businesses - it does not have any corporate income taxes. The state has experienced an energy boom in recent years. The mining industry, which includes oil and gas extracting, accounted for 29.4% of the state's GDP; more than in any other state. As of last year, Wyoming's poverty, home foreclosure, and unemployment rates were all among the lowest in the nation.

## OFFERING PRICE

**\$1,950,000**

The Seller shall require an all cash sale. The Seller reserves the right to effectuate a tax-deferred real estate exchange for all or part of the sales price, pursuant to Section 1031 of the Internal Revenue Code and the Treasury Regulations promulgated thereunder with no liability or expense to be incurred by the Buyer (in connection with the Seller's tax-deferred exchange). Should a Buyer also desire to use an exchange in order to acquire the farm, the Seller will cooperate as long as they do not risk incurring any additional liability or expense.



## CONDITIONS OF SALE

- I. All offers shall be:
  - A. in writing;
  - B. accompanied by an earnest money deposit check in the minimum amount of \$60,000 (Sixty Thousand Dollars); and be accompanied with the name, telephone number, and address of the Buyer's personal banker in order to determine financial capability to consummate a purchase.
- II. All earnest money deposits will be deposited in the title company/closing agent's trust account.
- III. The Seller shall provide and pay for an owner's title insurance policy in full satisfaction of the negotiated purchase price.
- IV. Both Buyer and Seller shall be responsible for their own attorney fees.



## FENCES AND BOUNDARY LINES

The seller is making known to all potential purchasers that there may be variations between the deeded property lines and the location of the existing fence boundary lines on the subject property. Seller makes no warranties with regard to location of the fence lines in relationship to the deeded property lines, nor does the seller make any warranties or representations with regard to specific acreage within the fenced property lines. Seller is selling the property in an "as is" condition which includes the location of the fences as they exist. Boundaries shown on accompanying maps are approximate based on the legal description and may not indicate a survey. Maps are not to scale and are for visual aid only. Their accuracy is not guaranteed.



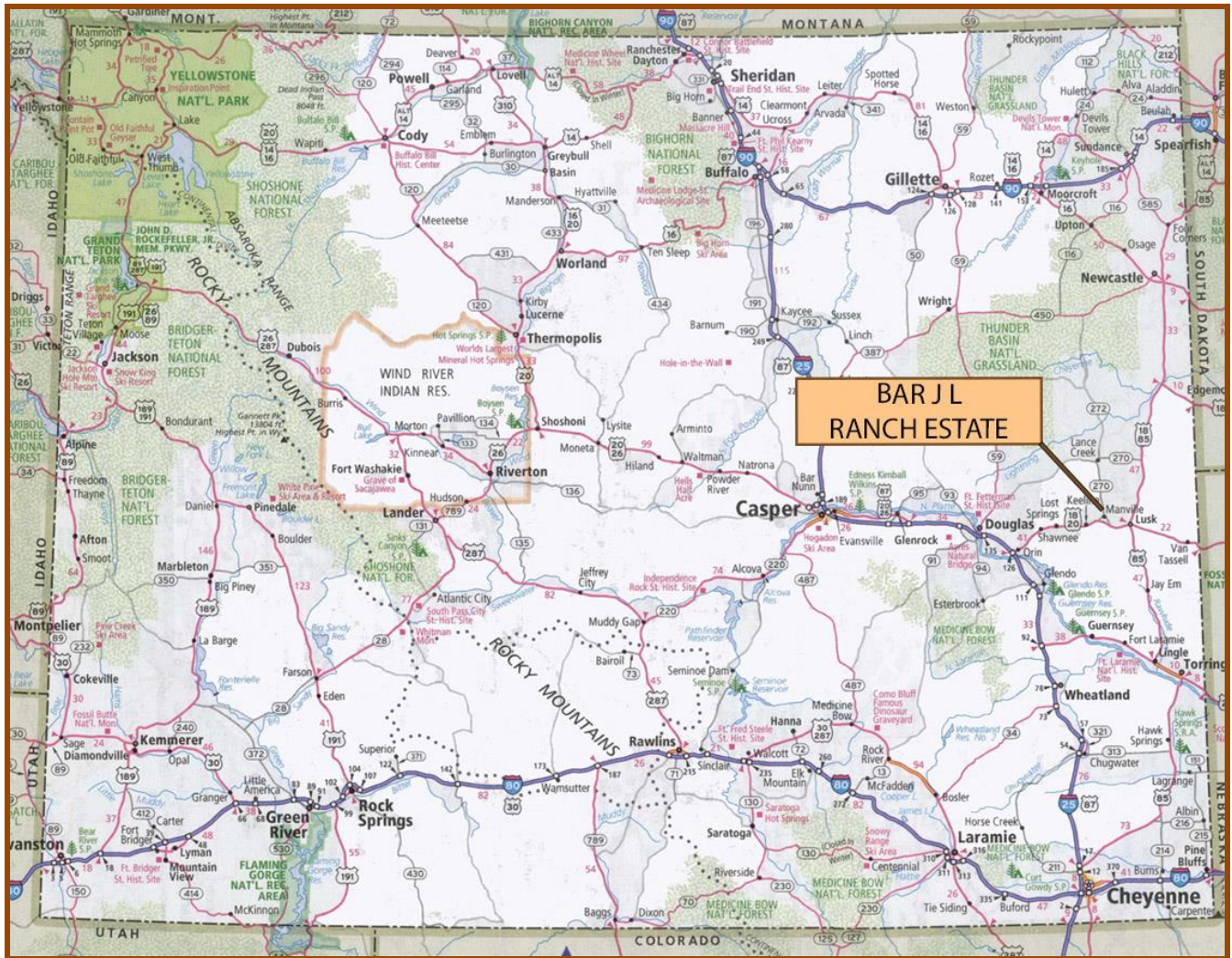
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Clark & Associates Land Brokers, LLC is pleased to have been selected as the Exclusive Agent for the Seller of this outstanding offering. All information has been obtained from sources deemed reliable by Clark & Associates Land Brokers, LLC; however, the accuracy of this information is not guaranteed or warranted by either Clark & Associates Land Brokers, LLC, or the Sellers, and prospective buyers are charged with making and are expected to conduct their own independent investigation of the information contained herein. This offering is subject to prior sale, price change, correction or withdrawal without notice.

**Notice to Buyers:** Wyoming Real Estate Law requires that the listing Broker and all licensees with the listing Broker make a full disclosure, in all real estate transactions, of whom they are agents and represent in that transaction. All prospective buyers must read, review and sign a Real Estate Brokerage Disclosure form prior to any showings. **Clark & Associates Land Brokers, LLC with its sales staff is an agent of the seller in this listing.**

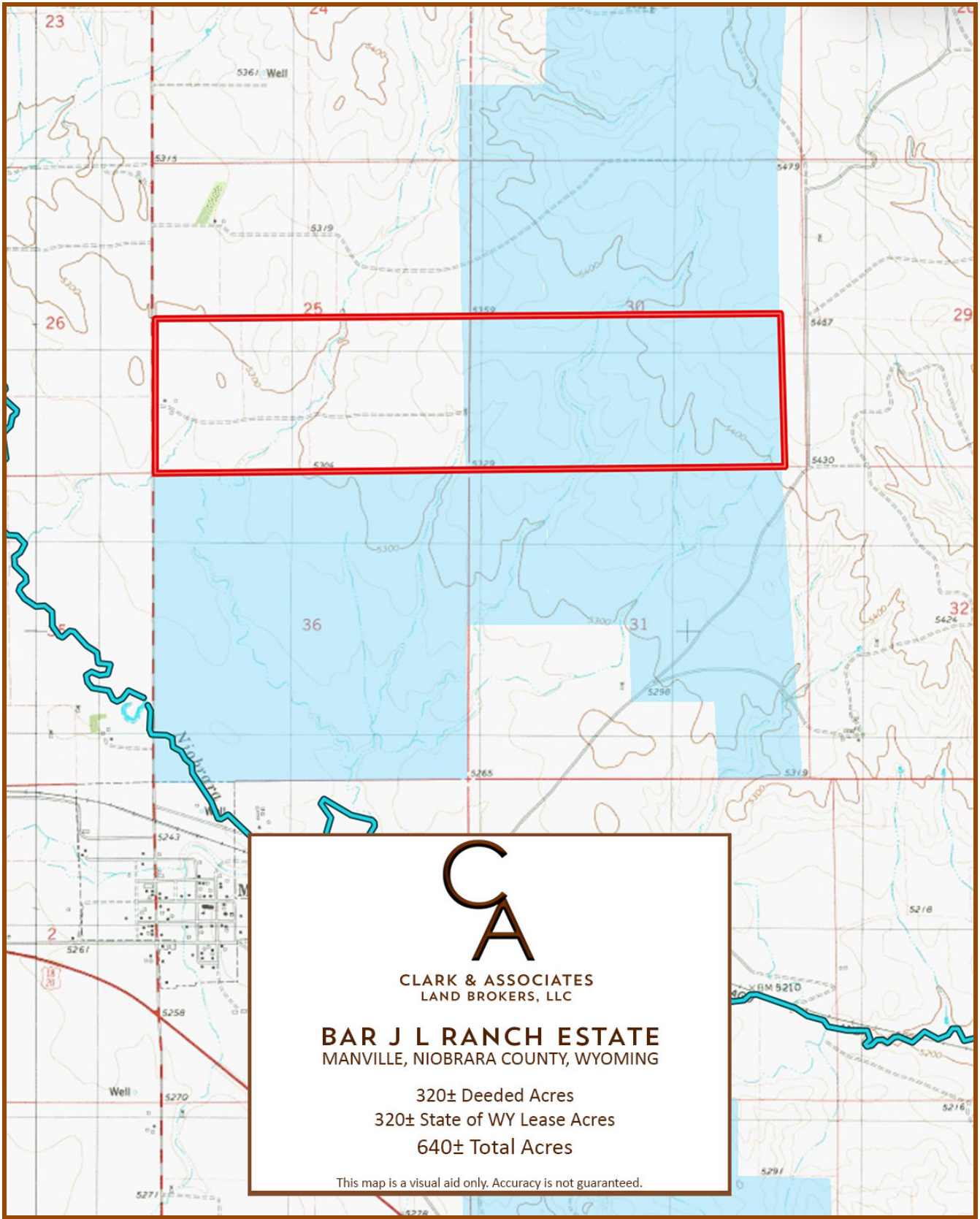
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# STATE LOCATION MAP

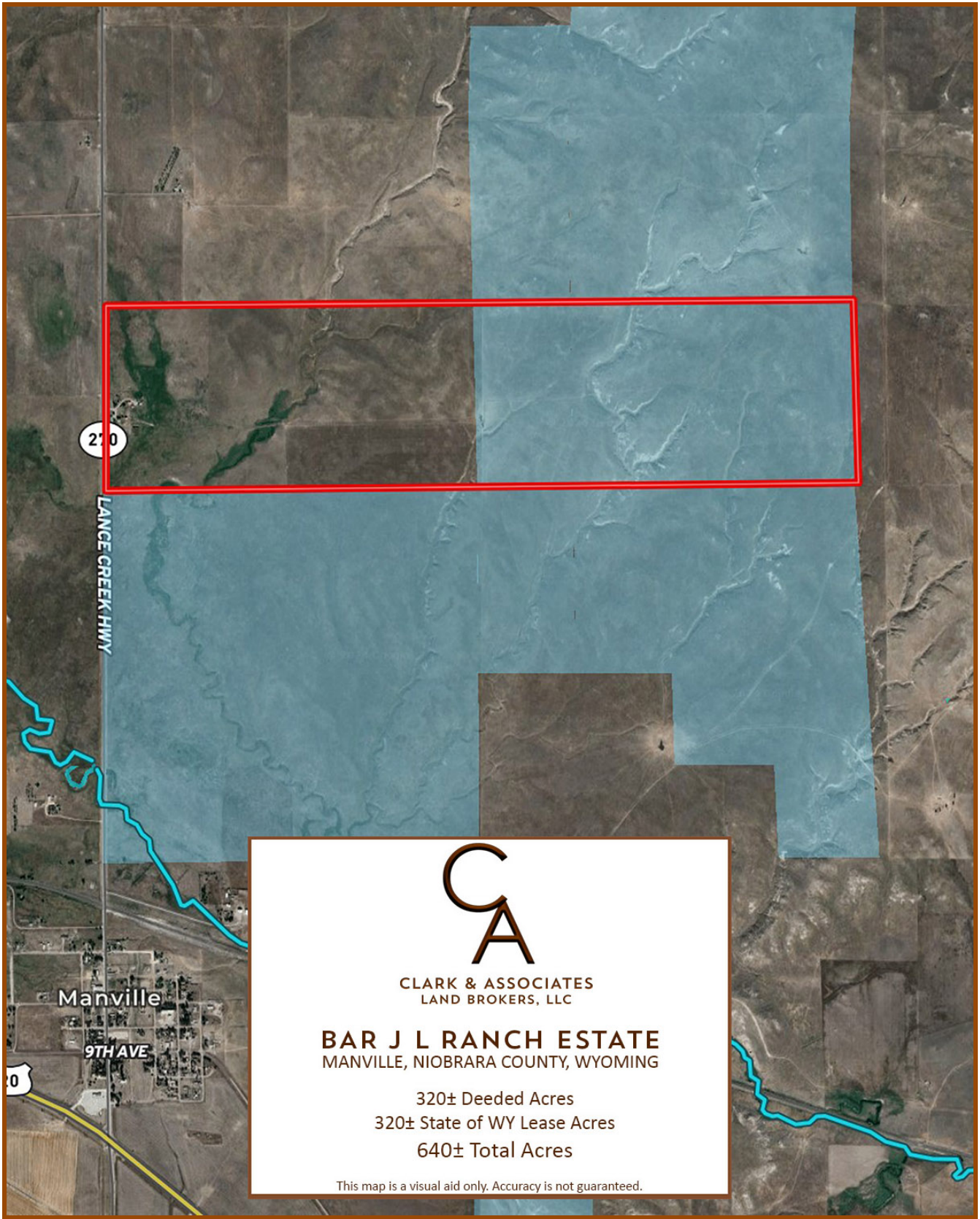


## NOTES

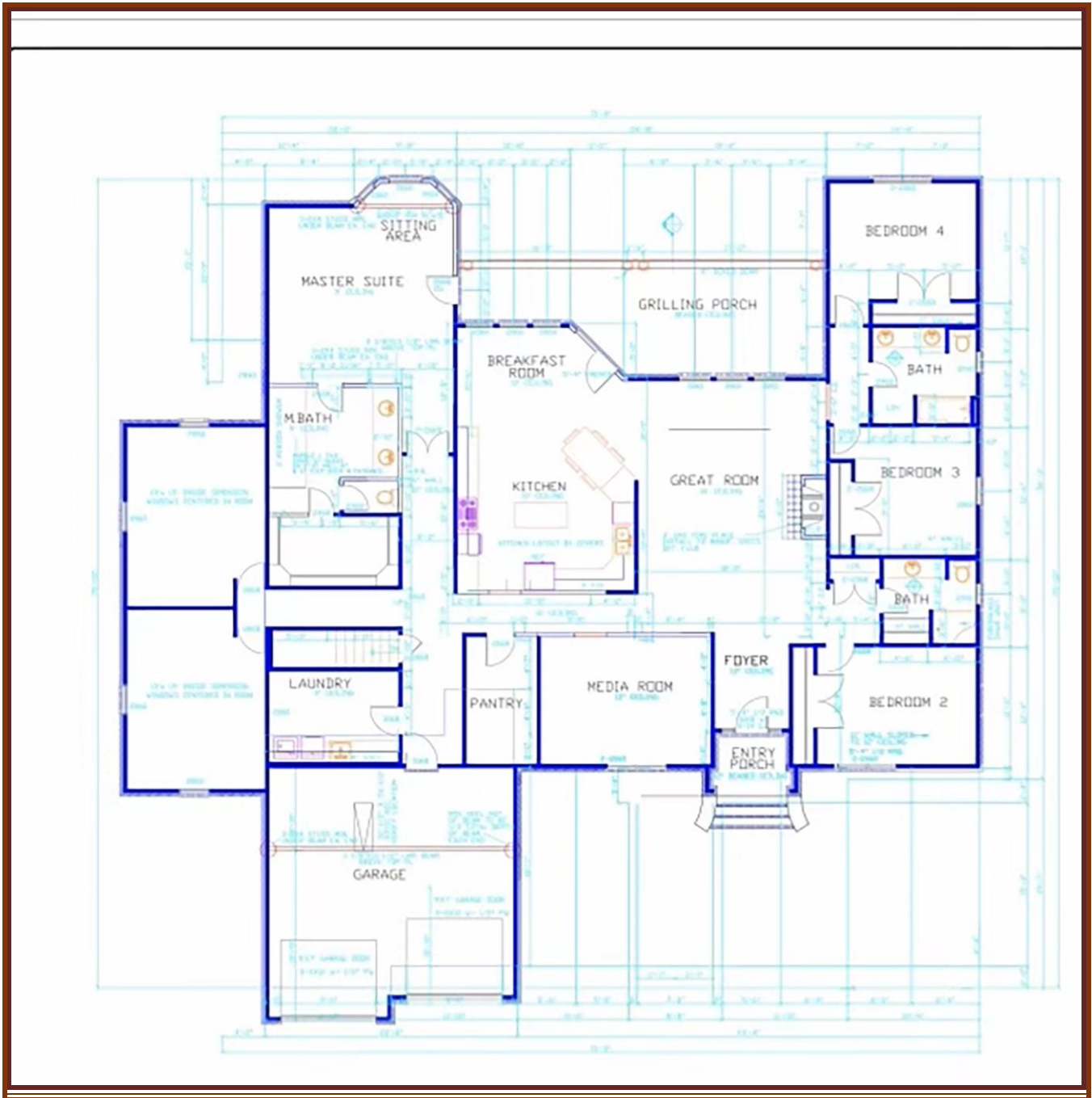
BAR J L RANCH ESTATE TOPO MAP

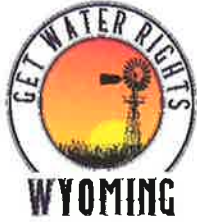


BAR J L RANCH ESTATE ORTHO MAP



# HOME BLUEPRINTS





## Get Water Rights Wyoming

John Barnes, PE  
502 Dayshia Lane, Cheyenne, WY 82007  
307-630-8982  
waterrightsjohn@gmail.com

July 15, 2024

Mr. Cory Clark  
Clark & Asso. Land Brokers  
PO Box 47  
Lusk, WY 82225

Re: Bar JL Ranch Estate - S½ Sec 25, T33N, R65W

Dear Mr. Clark,

A search of the State Office e-permit system was conducted and the records in the State Engineer's Office for the reference land description. The following are the water rights were found in the records for the reference land description:

### **SURFACE WATER**

#### **Permit No. 8555S**

Beatrice #1 Stock Reservoir, Priority Date: April 26, 1979. Certificate Record No. R-9, page 142; Order Record No. 28, page 98; Proof No. 33014. Source: Burt Draw, trib. Niobrara R, trib. Missouri R. This appropriation is for stock use with a capacity of 2.3 acre-feet at the following location:

T33N, R65W

Section 25      SESW

# GROUNDWATER

Permit No. UW199356

Miller Family #1 Well, Priority Date: Nov. 30, 2012. This permit is for domestic use at 15 gpm and an annual volume of 1 acre-foot at the following location:

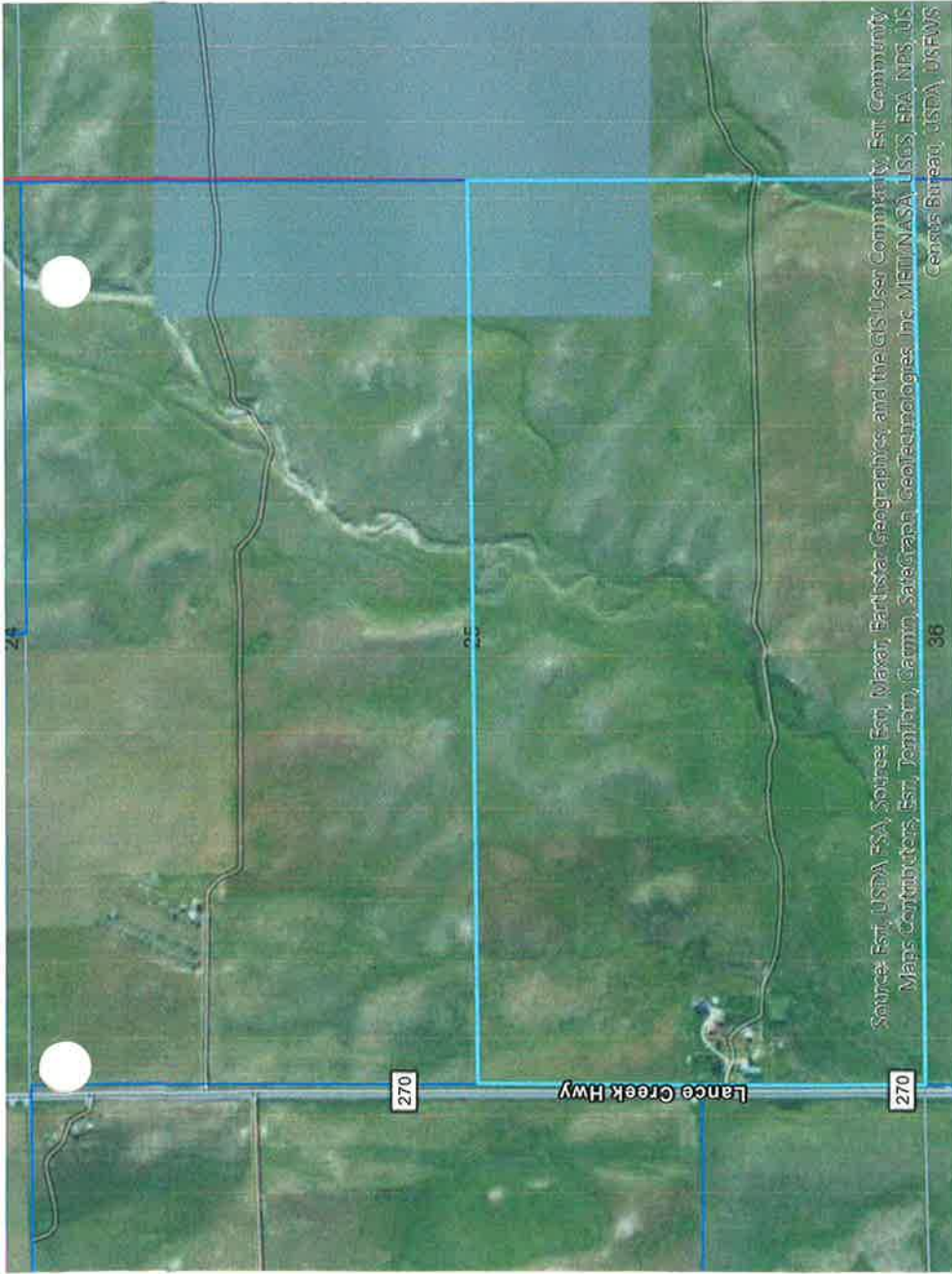
T33N, R65W

Section 25 SWSW

These are records found in the State Engineer's Office and Board of Control records as of July 12, 2024, and may or may not reflect the actual situation on the ground. Failure to use water for five (5) consecutive years when water is available may constitute grounds for forfeiture of the water right.

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John R. Barnes, President  
Get Water Rights Wyoming



Source: Esri, USDA FSA, Source Esri, Maxar, Earthstar Geographics, and the GIS User Community, Esri Community, Maps Contributors, Esri, TomTom, Garmin, SatNav, GeoTechnologies, Inc, HERE, NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS



For additional information or to schedule a showing, please contact:



**Cory Clark**  
Broker / Owner / REALTOR®

Office: (307) 334-2025  
Mobile: (307) 351-9556

[clark@clarklandbrokers.com](mailto:clark@clarklandbrokers.com)

Licensed in WY, MT, SD, ND, NE & CO

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**Clark & Associates Land Brokers, LLC**  
Specializing in Farm, Ranch, Recreational & Auction Properties

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**Lusk, WY Office**

736 South Main Street • PO Box 47  
Lusk, WY 82225

**Cory G. Clark - Broker / Owner**

(307) 351-9556 ~ [clark@clarklandbrokers.com](mailto:clark@clarklandbrokers.com)  
Licensed in WY, MT, SD, ND, NE & CO

**Cheyenne, WY Office**

2092 Road 220  
Cheyenne, WY 82009

**Mark McNamee - Associate Broker/Auctioneer/Owner**

(307) 760-9510 ~ [mcnamee@clarklandbrokers.com](mailto:mcnamee@clarklandbrokers.com)  
Licensed in WY, MT, SD & NE

**Billings/Miles City, MT Offices**

6806 Alexander Road  
Billings, MT 59105

**Denver Gilbert - Associate Broker / Owner**

(406) 697-3961 ~ [denver@clarklandbrokers.com](mailto:denver@clarklandbrokers.com)  
Licensed in WY, MT, SD & ND

**Belle Fourche, SD Office**

907 Ziebach Street, Lot 804 • PO Box 307  
Belle Fourche, SD 57717

**Ronald L. Ensz - Associate Broker**

(605) 210-0337 ~ [ensz@rushmore.com](mailto:ensz@rushmore.com)  
Licensed in SD, WY & MT

**Torrington, WY Office**

6465 CR 39  
Torrington, WY 82240

**Michael McNamee - Associate Broker**

(307) 534-5156 ~ [mcnameeauction@gmail.com](mailto:mcnameeauction@gmail.com)  
Licensed in WY & NE

**Wheatland, WY Office**

4398 Palmer Canyon Road  
Wheatland, WY 82201

**Jon Keil – Associate Broker**

(307) 331-2833 ~ [jon@keil.land](mailto:jon@keil.land)  
Licensed in WY & CO

**Dayton, WY Office**

157 Tongue Canyon Road • PO Box 358  
Dayton, WY 82836

**Matt Johnson – Associate Broker**

(307) 751-4951 ~ [matt@clarklandbrokers.com](mailto:matt@clarklandbrokers.com)  
Licensed in WY

## IMPORTANT NOTICE

**Clark & Associates Land Brokers, LLC**  
(Name of Brokerage Company)

### REAL ESTATE BROKERAGE DISCLOSURE

When you select a Real Estate Broker Firm, Broker or sales person (all referred to as "Broker") to assist you in a real estate transaction, the Broker may do so in one of several capacities. In accordance with Wyoming's Brokerage Relationships Act, this notice discloses the types of working relationships that are available to you.

**Seller's Agent.** (Requires written agreement with Seller)

If a Seller signs a written listing agreement with a Broker and engages the Broker as a Seller's agent, the Broker represents the Seller. On properties listed with other brokerage companies, the Broker may work as an agent for the Seller if the Seller agrees to have the Broker work as a subagent. As an agent or subagent for the Seller, the Broker represents the Seller and owes the Seller a duty of utmost good faith, loyalty, and fidelity in addition to the **obligations** enumerated below for Intermediaries. Wyo. Stat. § 33-28-303(a). The Seller may be vicariously liable for the acts of the Seller's Agent or Seller's subagent that are approved, directed or ratified by the Seller.

**Customer.** (No written agreement with Buyer)

A customer is a party to a real estate transaction who has established no intermediary or agency relationship with any Broker in that transaction. A Broker may work as an agent for the Seller treating the Buyer as a customer or as an agent for the Buyer treating the Seller as a customer. Also when a Buyer or Seller is represented by another Broker, a Broker may work with the other Buyer or Seller as a customer, having no written agreement, agency or intermediary relationship with either party. A Broker working with a customer shall owe no duty of confidentiality to a customer. Any information shared with Broker may be shared with the other party to the transaction at customer's risk. The customer should not tell the Broker any information which the customer does not want shared with the other party to the transaction. The customer should not tell the Broker any information which the customer does not want shared with the other party to the transaction. The Broker must treat the customer honestly and with fairness disclosing all material matters actually known by the Broker. The Broker owes the customer the **obligations** enumerated below for Intermediaries which are marked with asterisks. W.S. § 33-28-310(a).

**Buyer's Agent.** (Requires written agreement with Buyer)

If a Buyer signs a written Buyer Agency Agreement with a Broker, the Broker will act as an agent for the Buyer. If so, the Broker represents the Buyer and owes the Buyer a duty of utmost good faith, loyalty and fidelity in addition to the **obligations** enumerated below for Intermediaries. The Buyer may be vicariously liable for the acts of the Buyer's Agent that are approved, directed or ratified by the Buyer. As a Buyer's Agent, Wyoming law requires the Broker to disclose to potential Sellers all adverse material facts, which may include material facts regarding the Buyer's financial ability to perform the terms of the transaction. Wyo. Stat. § 33-28-304(c). As a Buyer's Agent, the Broker has duties to disclose to the Buyer certain information; therefore, the Seller should not tell the Broker any information which the Seller does not want shared with the Buyer.

**Intermediary.** (Requires written agreement with Seller and/or Buyer)

The Intermediary relationship is a non-agency relationship which may be established between a Broker and a Seller and/or a Broker and a Buyer. A Seller may choose to engage a Broker as an Intermediary when listing a property. A Buyer may also choose to engage a Broker as an Intermediary. An Intermediary shall not act as an agent or advocate for any party and shall be limited to providing those services set forth below. Wyo. Stat. § 33-28-305.

As an Intermediary (Non-Agent), Broker will not represent you or act as your agent. The parties to a transaction are not legally responsible for the actions of an Intermediary and an Intermediary does not owe the parties the duties of an agent, including the fiduciary duties of loyalty and fidelity. Broker will have the following **obligations** to you:

- perform the terms of any written agreement made by the Intermediary with any party or parties to the transaction;
- exercise reasonable skill and care;\*

- advise the parties to obtain expert advice as to material matters about which the Intermediary knows but the specifics of which are beyond the expertise of the Intermediary;\*
- present all offers and counteroffers in a timely manner;\*
- account promptly for all money and property the Broker received;\*
- keep you fully informed regarding the transaction;\*
- obtain the written consent of the parties before assisting the Buyer and Seller in the same real estate transaction as an Intermediary to both parties to the transaction;
- assist in complying with the terms and conditions of any contract and with the closing of the transaction;\*
- disclose to the parties any interests the Intermediary may have which are adverse to the interest of either party;
- disclose to prospective Buyers, known adverse material facts about the property;\*
- disclose to prospective Sellers, any known adverse material facts, including adverse material facts pertaining to the Buyer's financial ability to perform the terms of the transaction;\*
- disclose to the parties that an Intermediary owes no fiduciary duty either to Buyer or Seller, is not allowed to negotiate on behalf of the Buyer or Seller, and may be prohibited from disclosing information about the other party, which if known, could materially affect negotiations in the real estate transaction.

As Intermediary, the Broker will disclose all information to each party, but will not disclose the following information without your informed consent:

- the motivating factors for buying or selling the property;
- that you will agree to financing terms other than those offered, or
- any material information about you, unless disclosure is required by law or if lack of disclosure would constitute dishonest dealing or fraud.

#### **Change From Agent to Intermediary – In – House Transaction**

If a Buyer who has signed a Buyer Agency Agreement with the Broker wants to look at or submit an offer on property Broker has listed as an agent for the Seller, the Seller and the Buyer may consent in writing to allow Broker to change to an Intermediary (non-agency) relationship with both the Buyer and the Seller. Wyo. Stat. § 33-28-307.

An established relationship cannot be modified without the written consent of the Buyer or the Seller. The Buyer or Seller may, but are not required to, negotiate different commission fees as a condition to consenting to a change in relationship.

**Designated Agent.** (requires written designation by the brokerage firm and acknowledgement by the Buyer or Seller)

A designated agent means a licensee who is designated by a responsible broker to serve as an agent or intermediary for a Seller or Buyer in a real estate transaction. Wyo. Stat. § 33-28-301 (a)(x).

In order to facilitate a real estate transaction a Brokerage Firm may designate a licensee as your agent or intermediary. The Designated Agent will have the same duties to the Buyer and Seller as a Buyer's or Sell's Agent or Intermediary. The Broker or an appointed "transaction manager" will supervise the transaction and will not disclose to either party confidential information about the Buyer or Seller. The designation of agency may occur at the time the Buyer or Seller enters into an agency agreement with the Brokerage Firm or the designation of agency may occur later if an "in house" real estate transaction occurs. At that time, the Broker or "transaction manager" will immediately disclose to the Buyer and Seller that designated agency will occur.

#### **Duties Owed by An Agent But Not Owed By An Intermediary.**

**WHEN ACTING AS THE AGENT FOR ONE PARTY (EITHER BUYER OR SELLER), BROKER HAS FIDUCIARY DUTIES OF UTMOST GOOD FAITH, LOYALTY, AND FIELITY TO THAT ONE PARTY. A BROKER ENGAGED AS AN INTERMEDIARY DOES NOT REPRESENT THE BUYER OR THE SELLER AND WILL NOT OWE EITHER PARTY THOSE FIDUCIARY DUTIES. HOWEVER, THE INTERMEDIARY MUST EXERCISE REASONABLE SKILL AND CARE AND MUST COMPLY WITH WYOMING LAW. AN INTERMEDIARY IS NOT AN AGENT OF ADVOCATE FOR EITHER PARTY. SELLER AND BUYER SHALL NOT BE LIABLE FOR ACTS OF AN INTERMEDIARY, SO LONG AS THE INTERMEDIARY COMPLIES WITH THE REQUIREMENTS OF WYOMING'S BROKERAGE RELATIONSHIPS ACT. WYO. STAT. § 33-28-306(a)(iii).**

THIS WRITTEN DISCLOSURE AND ACKNOWLEDGMENT, BY ITSELF, SHALL NOT CONSTITUTE A CONTRACT OR AGREEMENT WITH THE BROKER OR HIS/HER FIRM. UNTIL THE BUYER OR SELLER EXECUTES THIS DISCLOSURE AND ACKNOWLEDGEMENT, NO REPRESENTATION AGREEMENT SHALL BE EXECUTED OR VALID. WYO. STAT. § 33-28-306(b).

NO MATTER WHICH RELATIONSHIP IS ESTABLISHED, A REAL ESTATE BROKER IS NOT ALLOWED TO GIVE LEGAL ADVICE. IF YOU HAVE QUESTIONS ABOUT THIS NOTICE OR ANY DOCUMENT IN A REAL ESTATE TRANSACTION, CONSULT LEGAL COUNSEL AND OTHER COUNSEL BEFORE SIGNING.

The amount or rate of a real estate commission for any brokerage relationships is not fixed by law. It is set by each Broker individually and may be negotiable between the Buyer or Seller and the Broker.

On \_\_\_\_\_, I provided (Seller) (Buyer) with a copy of this Real Estate Brokerage Disclosure and have kept a copy for our records.

Brokerage Company

**Clark & Associates Land Brokers, LLC**  
PO Box 47  
Lusk, WY 82225  
Phone: 307-334-2025 Fax: 307-334-0901

By \_\_\_\_\_

I/We have been given a copy and have read this Real Estate Brokerage Disclosure on (date) \_\_\_\_\_, (time) \_\_\_\_\_ and hereby acknowledge receipt and understanding of this Disclosure.

SELLER \_\_\_\_\_ DATE \_\_\_\_\_ TIME \_\_\_\_\_

BUYER \_\_\_\_\_ DATE \_\_\_\_\_ TIME \_\_\_\_\_