

Specializing in Farm, Ranch, Recreational & Auction Properties **Proudly Presents**



CANYON VIEW RANCH

LaGrange, Goshen County, Wyoming

The Canyon View Ranch is a highly productive and well-managed grass ranch located in the heart of Wyoming cattle country.



LOCATION & ACCESS

The ranch is located approximately 15 miles west of Hawk Springs and can be accessed by using a well-maintained county road. It also has easy access from I-25 by taking the Slater Road exit and traveling east to the ranch.

CARRYING CAPACITY / OPERATIONS

With exceptional summer grazing pastures and adequate summer and winter water supplies, as well as natural shelters, the Canyon View Ranch is owner-rated at 700 to 750 head for a year-round cow/calf operation. The climate typically allows for grazing during most winters with little need for supplemental feed. This ranch utilizes exceptional rotational grazing practices. The property is fenced into eleven separate pastures to more sufficiently utilize the grazing capabilities of each pasture throughout the year.

"Carrying capacity can vary due to weather conditions and management practices. Interested parties should conduct their own analysis."



Canyon View Ranch

www.ClarkLandBrokers.com

SIZE & DESCRIPTION OF LAND

The Canyon View Ranch consists of 17,990± deeded acres and 880± State of Wyoming Lease acres. This 18,870± total acre property lies contiguously in Goshen County, Wyoming. The Canyon View Ranch is a highly productive and well managed grass ranch located in the heart of Wyoming cattle country. The deep, cedar lined canyons of the Goshen Rim provide superior winter protection for cattle and wildlife. The ranch has several wells and flowing springs allowing for maximum utilization of the grass for year-round grazing or summer grass herds. The diverse topography includes high, fertile plateaus located on the Rim, deep canyons and rolling, grass covered hills. The ranch is also home to a variety of wildlife including mule deer, elk, antelope and upland birds.

Towns and cities in a three-state area which are in close proximity to and easily accessible from the property are:

Veteran, Wyoming (pop. 130) Torrington, Wyoming (pop. 6,501) Wheatland, Wyoming (pop. 3,627) Scottsbluff, Nebraska (pop. 14,883) Cheyenne, Wyoming (pop. 59,466) Fort Collins, Colorado (pop. 143,986) Denver, Colorado (pop. 682,545) 17 miles 31 miles 34 miles 50 miles 73 miles 100 miles 163 miles



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LEASE INFORMATION

The Canyon View Ranch has State of Wyoming Lease No. 1-8239 which consists of 880± acres. 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 Land and Investments for the State of Wyoming. This lease is allotted 259 AUMs and the 2018 cost per AUM is \$6.38 which equates to a total of \$1,652.42 for the 2018 State lease on the Canyon View Ranch. You may contact the Wyoming Office of State Lands for further information at (307) 777-7333.

IMPROVEMENTS

Canyon View Ranch has a well-maintained, functional set of improvements which includes two homes. The first residence is a single level, ranch style, stucco home built in 1954. This 1,266 sq. ft. home contains four bedrooms, two baths, and a full basement with 1,266 sq. ft. The second home is a 1,212 sq. ft., ranch-style, single-story home with two bedrooms and one bath. There are several well-maintained outbuildings including two shops with concrete floors. One shop contains a large walk-in cooler to assist in cooling out wild game. The second shop is both heated and cooled for year-round use. All vehicles and machinery are stored in a 42' x 60' Morton building.

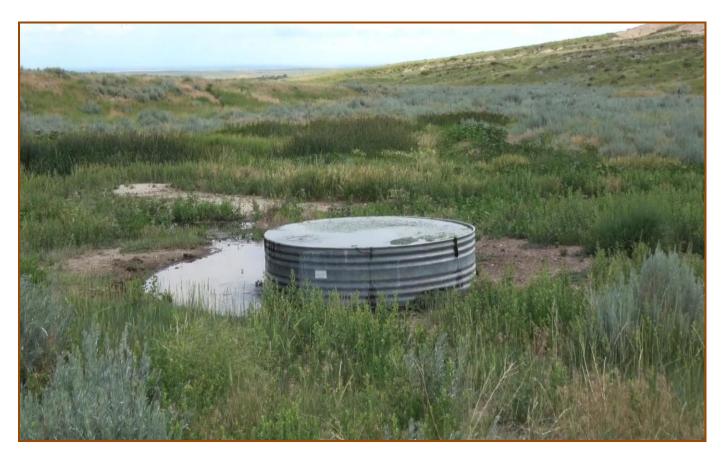


Canyon View Ranch

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UTILITIES

Electricity – Wyrulec, Torrington, Wyoming Gas/Propane – Local providers Communications – CenturyLink Television – Satellite Water – Private Well Sewer – Septic system



WATER RESOURCES

In addition to several natural water sources such as dams, ponds and reservoirs found throughout the Canyon View Ranch, there are several solar-powered wells that feed into storage tanks and into approximately 10 to 12 stock tanks located throughout the ranch. Another seven tanks are supplied water from a natural spring-fed pipeline system that has been developed. There are also with two additional tanks that are spring-fed as well. All these water sources provide adequate water for livestock and wildlife year-round.

All adjudicated and permitted water rights associated with the subject property will transfer to Buyer at day of closing. Upon request, Clark & Associates Land Brokers, LLC will provide any prospective buyer with the results of a ground and surface water rights search that has been completed by an independent consultant company

MINERAL RIGHTS

All minerals owned by seller, if any, will be retained by the seller.

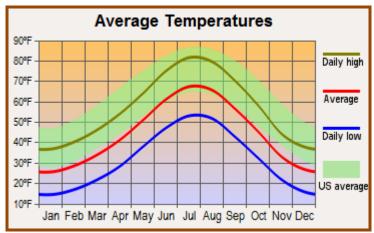
Canyon View Ranch

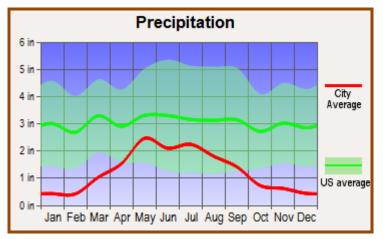
CLIMATE

According to the High Plains Regional Climate Center at the University of Nebraska, the average annual precipitation for the Hawk Springs area is approximately 21 inches including 76 in inches of snow fall. The average high temperature in January is 45 degrees, while the low is 18 degrees. The average high temperature in July is 90 degrees, while the low is 56 degrees. The charts to the right are courtesy of www.city-data.com.

STATE OF WYOMING

Wyoming is a state that offers an incredible diversity of activities, geography, climate, and history. The Wyoming Territory was established in 1868 and Wyoming became the 44th state in 1890. The state is the tenth largest by area, but it is one of the least densely populated. The topography consists of the High Plains in the east and mountain ranges of the Rocky Mountains in the western two thirds.





Wyoming's economy is primarily driven by the energy industry, agriculture, and tourism. Wyoming provides a variety of opportunities and advantages for persons wishing to establish residency. 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.

Canyon View Ranch

COMMUNITY AMENITIES

Four small towns south of Torrington: Hawk Springs (pop. 170), Yoder (pop. 490), Huntley (pop. 302), and Veteran (pop. 130) combine to form the rural community known as Southeast. All are located within ten miles of Yoder where the Southeast Schools, elementary, junior high and high school, are situated, and the school system provides excellent bus service for all school-age children. The CANYON VIEW Ranch is close enough to larger towns and cities for a family to enjoy country living with easy access to schools, shopping and other city conveniences.

Torrington, Wyoming, population 5,631, is the county seat of Goshen County and is within forty minutes of the property. Torrington offers medical facilities, a K-12 school system, Eastern Wyoming Community College, theater, restaurants, several banks and retail stores, golf course, two sale barns, and farm and implement dealerships.

Scottsbluff, Nebraska, population 14,732, is less than an hour from CANYON VIEW Ranch, and also offers medical facilities, a good school system, Western Nebraska Community College, theaters, restaurants, several banks and retail stores, shopping malls and centers, golf course, and the Western Nebraska Regional Airport. For additional information regarding Scottsbluff and the surrounding area, log on to <u>www.visitscottsbluff.com</u>.

Within a radius of 150 miles of Canyon View Ranch are several colleges and universities with over 2,000 student enrollment:

Chadron State College, Chadron, Nebraska	125 miles
University of Wyoming, Laramie, Wyoming	115 miles
University of Northern Colorado, Greeley, Colorado	120 miles
Aims Community College, Greeley, Colorado	120 miles
Colorado State University, Fort Collins, Colorado	110 miles
Casper College, Casper, Wyoming	161 miles



Canyon View Ranch

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AIRPORT INFORMATION

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

Chevenne, Wyoming: Great Lakes Airlines operates flights daily from Chevenne to Denver International Airport. From there they fly to many cities throughout the west and the airline also has code shares with <u>United Airlines</u> and <u>Frontier Airlines</u> to connect you with flights around the world. Chevenne aeronautical information can be found at <u>http://www.chevenneairport.com/pilotinfo.htm</u>

<u>Scottsbluff, Nebraska</u>: 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 <u>http://www.flyscottsbluff.com</u>. Complete aeronautical information for the Western Nebraska Regional Airport can be found at <u>http://www.airnav.com/airport/KBFF</u>.

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

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

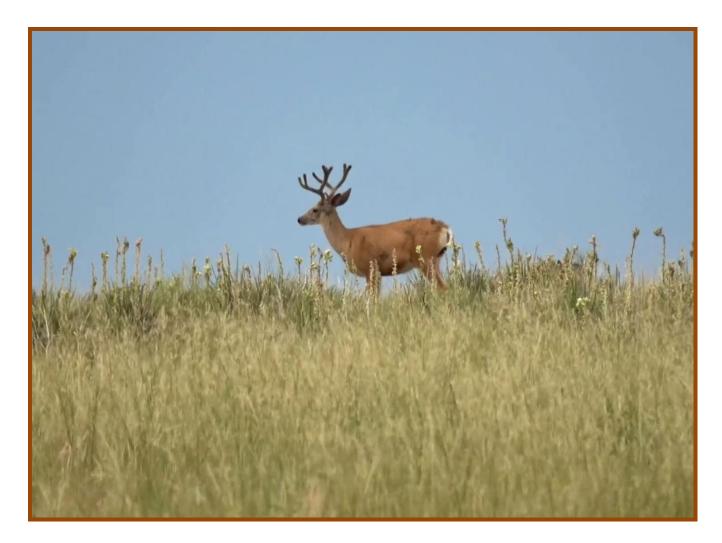
- Aviation fuel: 100LL Avgas and Jet A (full service)
- Aircraft parking (ramp or tiedown)
- Hangars
- Flight training

- 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 <u>http://www.city-of-torrington.org/airport.htm</u> or <u>http://www.airnav.com/airport/KTOR</u>.



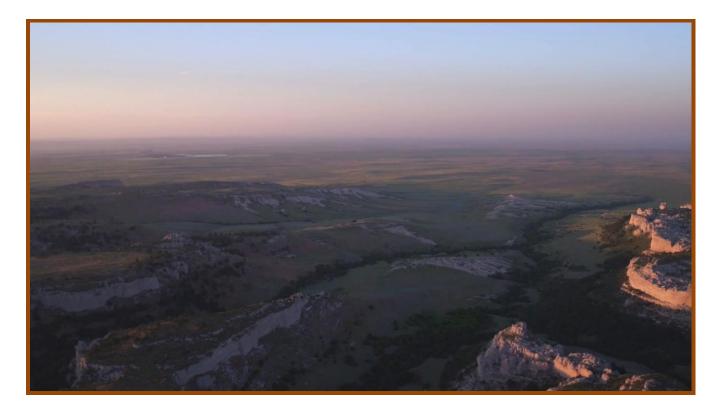
RECREATION & WILDLIFE

The Canyon View Ranch is home to an exceptional offering of wildlife for hunting or your viewing pleasure. The deep canyons and flowing springs provide an excellent habitat for elk and mule deer while the lower pastures boast great numbers of antelope and upland birds, making the Canyon View Ranch a well-rounded hunting property.

The ranch is located in close proximity to the Springer/Bump Sullivan Wildlife Habitat which is one of the best goose and pheasant hunting areas in Wyoming. The Hawk Springs State Recreational Area and Hawk Springs Reservoir are in the close vicinity and offer outdoor recreation such as boating, waterskiing and fishing.

REAL ESTATE TAXES

According to the Goshen County Assessor the real estate taxes for the Canyon View Ranch are estimated to be approximately \$13,019 each year. After closing the Goshen County Assessor would determine the exact taxes for future years.



OFFERING PRICE

\$16,500,000

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 there under with no liability or expense to be incurred by the Buyer (in connection with the Seller's tax-deferred exchange).

CONDITIONS OF SALE

- I. All offers shall be:
 - A. in writing;
 - B. accompanied by an earnest money deposit check in the minimum amount of \$825,000 (Eight Hundred Twenty Five Thousand Dollars); and
 - C. 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

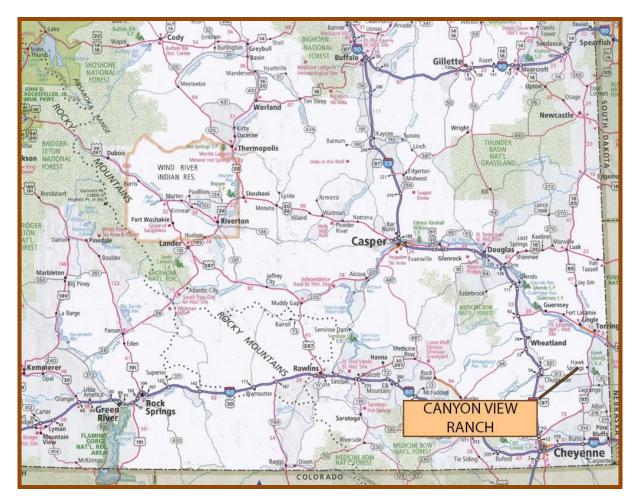
The seller is making known to all potential purchasers that there may be variations between the deeded property lines and the location of the existing fence boundary lines on the subject property. Seller makes no warranties with regard to location of the fence lines in relationship to the deeded property 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.

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. <u>All prospective</u> 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.

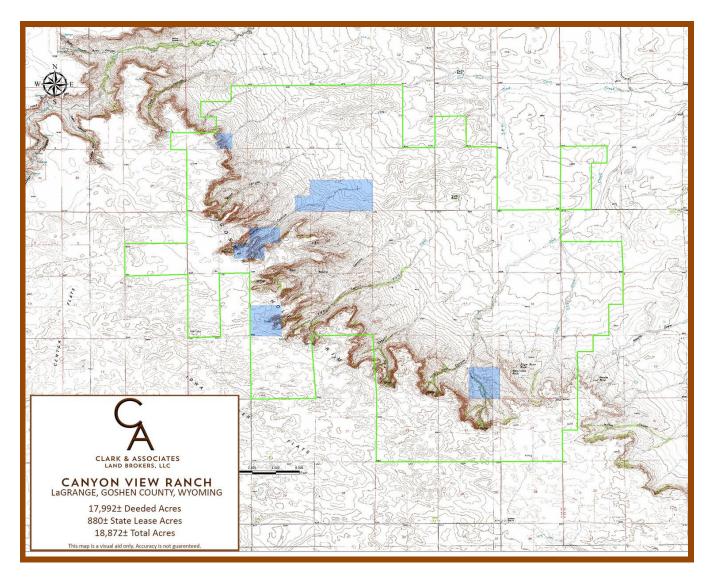
STATE LOCATION MAP



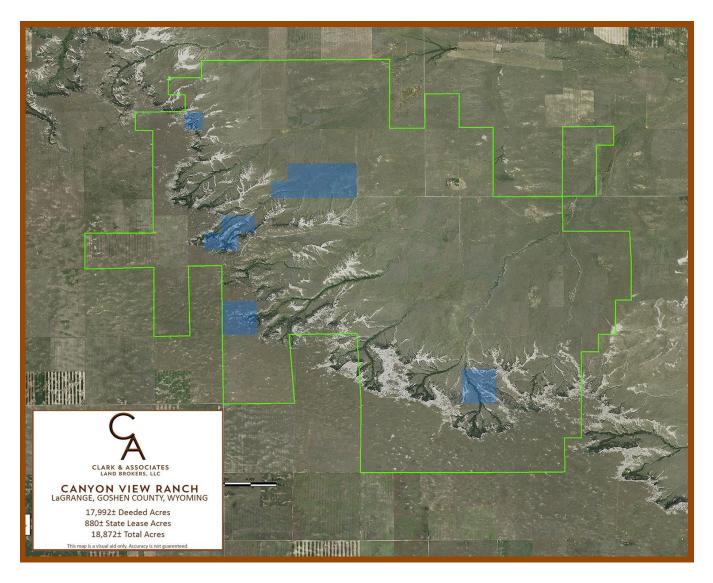
<u>NOTES</u>

Canyon View Ranch

CANYON VIEW RANCH TOPO MAP



CANYON VIEW RANCH ORTHO MAP



Cory Clark Broker / Owner

Denver Gilbert Broker / Owner

Mark McNamee Broker/Owner

Office: (307) 334-2025

clark@clarklandbrokers.com

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

Mobile: (406) 697-3961

denver@clarklandbrokers.com

Licensed in WY, MT, SD, & ND

Mobile: (307) 760-9510

mcnamee@clarklandbrokers.com

Licensed in WY, MT, SD, & NE

Clark & Associates Land Brokers, LLC

Specializing in Farm, Ranch, Recreational & Auction Properties

Lusk, WY Office

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

Kaycee, WY Office

210 Center Street, Suite 110 Kaycee, WY 82639

Billings & Miles City, MT Offices

6806 Alexander Road Billings, MT 59105

Buffalo, WY Office

9 Twin Lakes Lane Buffalo, WY 82834

Belle Fourche, SD Office

515 National Street • PO Box 307 Belle Fourche, SD 57717

Torrington, WY Office

2210 Main St Torrington, WY 82240

Douglas, WY Office

PO Box 1395, Douglas, WY 82633 1878 N Glendo Hwy, Glendo, WY 82213

Greybull, WY Office

3625 Greybull River Road, PO Box 806 Greybull, WY 82426

Canyon View Ranch

Cory G. Clark - Broker / Owner

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

Dean Nelson – Sales Associate

(307) 340-1114 ~ dean@clarklandbrokers.com Licensed in WY & NE

Mark McNamee - Associate Broker/Auctioneer/ Owner

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

Denver Gilbert - Associate Broker / Owner

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

Jon Keil - Associate Broker

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

Ronald L. Ensz - Associate Broker

(605) 210-0337 ~ ensz@rushmore.com Licensed in SD, WY, MT & NE

Logan Schliinz - Associate Broker

(307) 575-5236 ~ logan@clarklandbrokers.com Licensed in CO, NE & WY

Scott Leach - Associate Broker

(307) 331-9095 ~ scott@clarklandbrokers.com Licensed in WY, SD & NE

Ken Weekes – Sales Associate

(307) 272-1098 ~ kenrweekes@gmail.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.

<u>Seller's Agent.</u> (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 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 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 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 ESTABILSHED, 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

Ву _____

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