



**CLARK & ASSOCIATES  
LAND BROKERS, LLC**

Specializing in Farm, Ranch, Recreational & Auction Properties

*Proudly Presents*



***OX RANCH***  
***Platte County, Wyoming***

*Located only two hours from the ever-expanding Front Range of Colorado, the OX Ranch is situated in a private yet accessible region of Wyoming that is often overlooked for the quality and quantity of both elk and mule deer. Water, varied terrain providing excellent cover and excess forage make the OX Ranch both a paradise for wildlife, but also a very desirable cattle ranch.*





### LOCATION & ACCESS

The OX Ranch is located approximately 35 miles west of Wheatland, Wyoming. Year-round access is provided to the ranch from paved Wyoming Highway 34 and graveled Mule Creek Road. Mule Creek Road traverses through the center of the ranch providing good access to entire ranch. To access the ranch from Wheatland, travel south on I-25 for 5.7 miles; take exit 73 for WY Highway 34, traveling west toward Laramie for 20.6 miles; turn left onto Mule Creek Road, traveling south for 9 miles; turn left into the headquarters.

Several towns and cities in proximity to the property include:

- |   |                    |
|---|--------------------|
| • Wheatland, Wyoming (population 3,627)       | 41 miles northeast |
| • Laramie, Wyoming (population 30,816)        | 58 miles southwest |
| • Torrington, Wyoming (population 6,501)      | 96 miles northeast |
| • Cheyenne, Wyoming (population 59, 466)      | 92 miles southeast |
| • Casper, Wyoming (population 59,628)         | 144 miles north    |
| • Scottsbluff, Nebraska (population 15,039)   | 125 miles east     |
| • Fort Collins, Colorado (population 143,986) | 122 miles south    |
| • Denver, CO Metro Area (population 701,621)  | 186 miles south    |

## SIZE & DESCRIPTION

5,000± deeded acres  
3,400± BLM lease acres  
640 State of Wyoming lease acres  
9,040± TOTAL ACRES

The terrain found on the OX Ranch is very diverse and gives the ranch a very large and unique feel. The entire eastern border of the ranch is made up of giant hogback ridges rising up from 500 to 900 feet above the rolling hills below. As you move westward on the ranch the richly sodded hills drop off into Mule Creek where the southern meadows and reservoirs slowly wind into a deep cottonwood lined creek bottom. The southwest corner of the ranch consists of rolling grass hills giving rise to large rocky hilltops and pine tree covered ridges. Mature pine and cedar trees provide excellent habitat for the wildlife and protection for the livestock on this part of the ranch. The northwestern portion of the ranch consists of large rolling hills with some rock outcroppings. The elevation on the property varies between 6,100 and 7,200 feet above sea level.





## LEASE INFORMATION

The State of Wyoming lease (No. 1-6869) that is included in the OX Ranch consists of 640± acres. State of Wyoming lease are renewable every ten (10) years with an annual payment due each year. Current lease ends 1/1/2021. 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 118 AUM's and the 2017 cost per AUM is \$6.49 which equates to a total of \$765.82 for the 2016 State lease on the OX Ranch. You may contact the Wyoming Office of State Lands for further information at (307) 777-7333.

The Bureau of Land Management lease, allotment number 00363, consists of 3,400 ± acres. BLM leases are also renewable every ten years. In 2016, the OX lease was assessed \$2.11 per AUM. The BLM lease associated with the ranch is allotted 492 AUMs. The 2016 BLM lease was \$1,038.12. The lease fees associated with the BLM will be less in 2017. You may contact the Casper BLM office at (307) 261-7600 and ask for Ruth Bennett for further information.

Any and all leases associated with the subject property, upon approval of the appropriate agency, will transfer to Buyer. Although seller cannot guarantee transfer, seller agrees to relinquish all rights to said leases at day of closing.



## CARRYING CAPACITY / RANCH OPERATIONS

The current owners of the OX Ranch are leasing to the neighbor. The grass in recent years has been underutilized and is in excellent condition. The ranch historically ran 250 to 300 cow/calf pairs with supplemental feed needed in the winter. The grass is high quality with a variety of hard grass species, rich in protein content. It is common for weight gains of 1.8 to 2 pounds per day on yearling cattle. Most fences are four strands of barbed wire and are in fair condition. The ranch is cross fenced into six pastures for rotational grazing. Three livestock markets in proximity to this ranch are Torrington, Fort Collins, and Scottsbluff.

Only a small portion of the irrigated ground on the OX Ranch has been harvested in the past years for hay production.

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

## MINERAL RIGHTS

Any and all mineral rights associated with the ranch will be retained by the sellers.





## WATER RESOURCES

Water is abundant and spread throughout the OX Ranch. There are over 40 seeps and springs spread across the ranch and approximately 4 miles of Mule Creek flowing through the ranch currently providing excellent brook trout fishing. Recent flooding completely washed the silt from the creek providing excellent spawning habitat for years to come. This part of the ranch is ripe for stream improvement, providing the potential for a new buyer to create a great rainbow trout fishery in addition to the brook trout. According to the Wyoming State Engineer's Website other water rights include:

- 6 permitted springs
- Flood irrigation water for 124± acres
- 5 Reservoirs, 3 of which have reared trophy rainbow trout in past years

"Water rights information was obtained through the Wyoming State Engineer's Website. Clark & Associates, LLC does not guarantee accuracy on the water right information provided. Prospective buyers are encouraged to do their independent research."

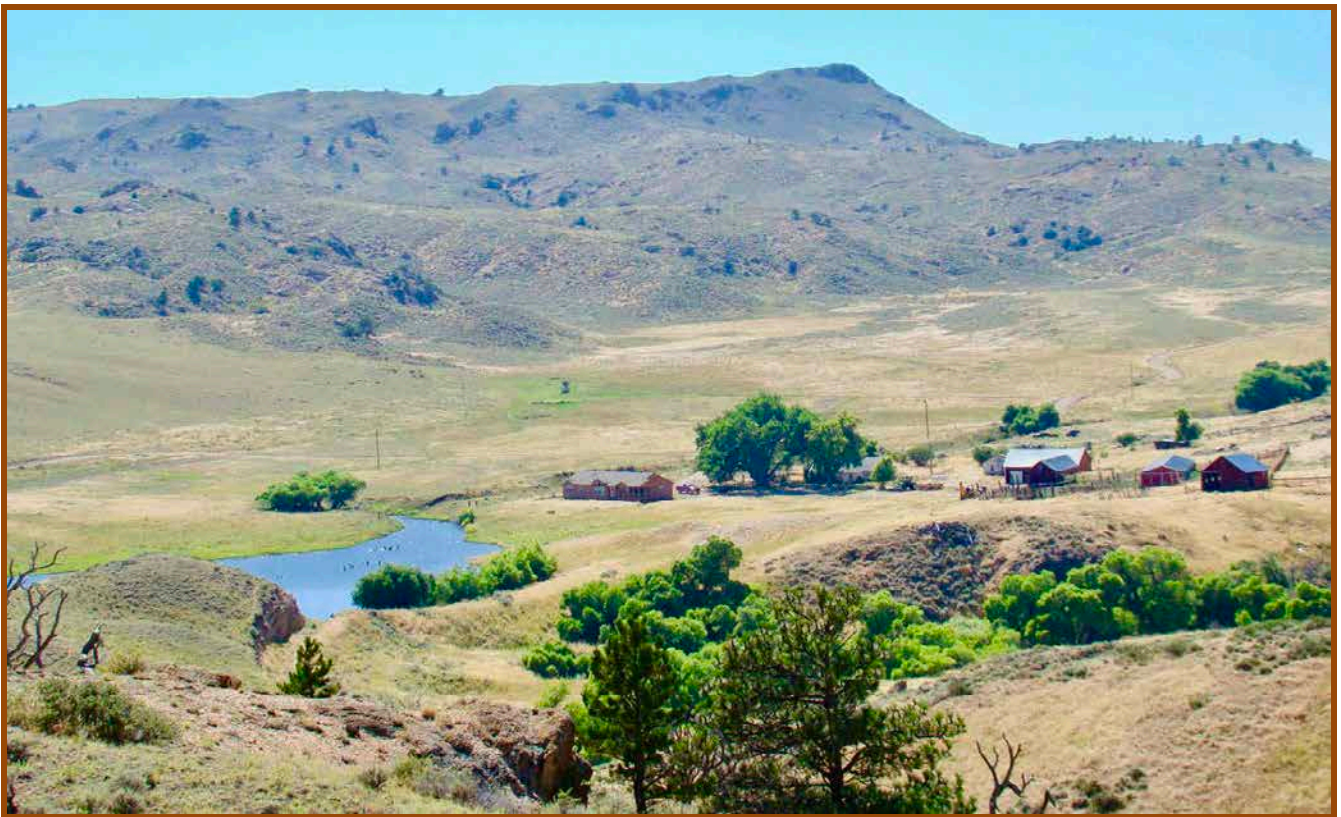


## SOILS

- Forelle-Diamondville-Rock, 3 to 15 percent slopes - 3.8%
- Byrnie-Byrnie, thin solum-Rock outcrop complex, 5 to 45 percent slopes - 0.1%
- Boyle-Rock outcrop complex, 5 to 25 percent slopes - 27.3%
- Boyle-Lininger association, 1 to 15 percent slopes - 13 %
- Dalecreek-Kovich complex, 0 to 9 percent slopes - 4.0%
- Rock outcrop-Bonjea complex, 40 to 60 percent slopes - .4%
- Boyle-Boyle, thin solum gravelly loams, 3 to 6 percent slopes - 20.5%
- Rock outcrop-Cathedral complex, 20 to 40 percent slopes - 24.6%
- Evanston-Ipson complex, 0-20 percent slopes - .1%
- Evanston-Ipson-Brownsto complex 15 to 45 percent slopes - 4.4%
- Tyzak-Tyzak, thin solum-Rock outcrop complex, 8 to 50% slopes - 1.6%
- Cathedral-Spinekop-Rock outcrop complex, 0-40 percent slopes - .2%

## IMPROVEMENTS

Located off Mule Creek Road, the improvements consist of a three-bedroom ranch house with deck overlooking the reservoir, an older home that was used to house hunters, and several barns and corrals.





## UTILITIES

Electricity – Wheatland Rural Electric

Gas/Propane – local providers

Communications – Limited cell coverage is available on the ranch

Water – Spring fed well

Sewer – Private septic system

## REAL ESTATE TAXES

According to the Platte County Assessor's records, the real estate taxes for the OX Ranch in 2106 were approximately \$3,935.





## RECREATION & WILDLIFE

Completely surrounded by either private land or State and BLM land with no public access the OX Ranch provides un-parraled recreation opportunities. It is located in elk Area 6 and qualifies for two landowner elk licenses. Located in a general area, non-resident tags are much easier to acquire than similar trophy units. Resident elk licenses can be purchased over the counter. Elk are numerous and can be found year-round on the ranch. It's not uncommon to see over a 1,000 head wintering on the ranch. According to the outfitter, Elk ranging from 300-350 inches can be readily found on the ranch with the occasional 375+ inch bull being spotted. According to the Wyoming Game and Fish, elk area 6 opens on September 1<sup>st</sup> for archery hunting; rifle season for bulls opens October 1<sup>st</sup>; and the cow season begins August 15<sup>th</sup> and ends January 15<sup>th</sup>. Please see the Wyoming Game and Fish web-site at <https://wgfd.wyo.gov/> for more specific dates and hunting regulations.

The OX ranch also produces exceptional mule deer ranging from 160 to 200+ inches. The exceptional terrain and water found on the OX ranch attracts and maintains monster bucks year in and year out. Two landowner deer tags are available, and non-resident drawing odds for this area have been 100%. Residents can buy over the counter general tags. The current owners have been very selective in the past years only allowing the outfitter a select few deer and elk to be taken from the ranch.

Large herds of antelope also call the OX Ranch home. Two landowner tags are available.

Other wildlife found on the OX Ranch includes black bear, coyotes, mountain lion, bobcat, and upland game birds.

The OX Ranch has the potential to be an incredible fishery. Currently, brook trout can be found in two reservoirs and throughout Mule Creek. Mule Creek has the flow and terrain to be an exceptional fishery and several of the ponds reared trophy rainbows in the past. There is a series of reservoirs on the western portion of the ranch that could provide a paradise for the eager stillwater fisher.

## BROKER'S COMMENTS

The OX Ranch in my opinion is one of the best recreational ranches on the market. After personally outfitting the ranch, I can honestly say that I have seen very few ranches with the number of bucks and bulls that the OX has. The terrain is varied, but provides the perfect habitat for the animals to get the nutrition and cover they need to mature to trophy sizes. The amount of mountain mahogany found on the ranch provides much needed food for the mule deer. I don't see another large elk and deer ranch on the market with this type of water resources priced this low.





## COMMUNITY AMENITIES

Wheatland, Wyoming is the county seat of Platte County and offers all the desirable amenities of a traditional, rural Wyoming town with its small-town friendliness and atmosphere. Located along I-25, Wheatland is close to farms and ranches, mountains, plains, reservoirs, and many historical and recreational sites. Wheatland has medical facilities at the Platte County Memorial Hospital and Nursing Home, an excellent K-12 school system, farm and ranch implement dealerships, veterinary clinics, several banks and shopping facilities, churches, restaurants, a nine-hole municipal golf course, and an airport. For additional information regarding Wheatland as well as the surrounding area, visit [www.wheatlandwy.com](http://www.wheatlandwy.com).

Major employers in the Wheatland area include Platte County School District #1, Laramie River Station power plant, BNSF Railway, Platte County Memorial Hospital, JO Enterprises, Platte County School District #2, Wyoming Premium Farms, Britz-Heidbrink, and Camp Guernsey.

## AIRPORT INFORMATION

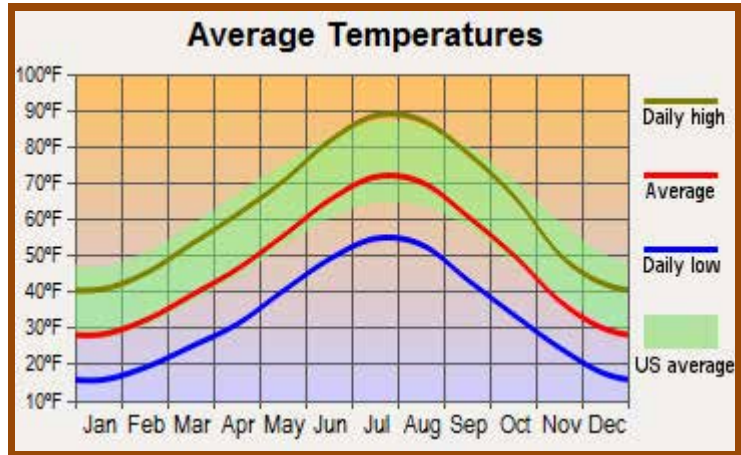
Phifer Airfield is located one mile east of Wheatland and has an asphalt runway which measures 5,900' x 75'. Additional information is available at [www.wheatlandwy.com/airport.htm](http://www.wheatlandwy.com/airport.htm).

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

- **Laramie, Wyoming:** United Express Airlines operates flights daily from Laramie to Denver International Airport. For more information, visit <http://www.laramieairport.com/>.
- **Cheyenne, Wyoming:** Great Lakes Airlines operates flights daily from Cheyenne to Denver International Airport. The airline currently has code share agreements with United and Frontier Airlines to connect you with flights around the world. Cheyenne aeronautical information can be found at <http://www.cheyenneairport.com/>.
- **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 website for Denver International Airport at [www.flydenver.com](http://www.flydenver.com).

## CLIMATE

According to the High Plains Regional Climate Center at the University of Nebraska, the average annual precipitation for the Wheatland, Wyoming area is approximately 15.95 inches including 68.4 inches of snowfall. The average high temperature in January is 36 degrees, while the low is 13 degrees. The average high temperature in July is 83 degrees, while the low is 52 degrees. The charts to the right are courtesy of [www.city-data.com](http://www.city-data.com).



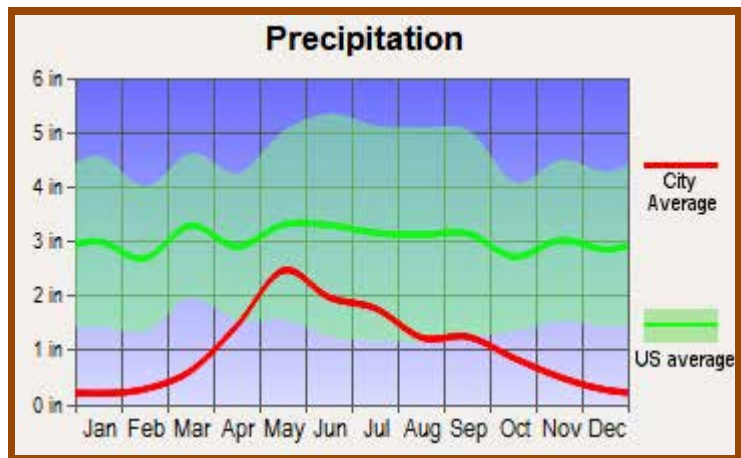
## STATE OF WYOMING

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 10 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
- Low property tax
- Favorable inheritance tax
- Favorable unemployment tax
- Low retail sales tax
- No corporate income tax
- No gross receipts tax
- No inventory 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. As of last year, Wyoming's poverty, home



foreclosure, and unemployment rates were all among the lowest in the nation.

### OFFERING PRICE

#### **Price Reduced to \$5,250,000**

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

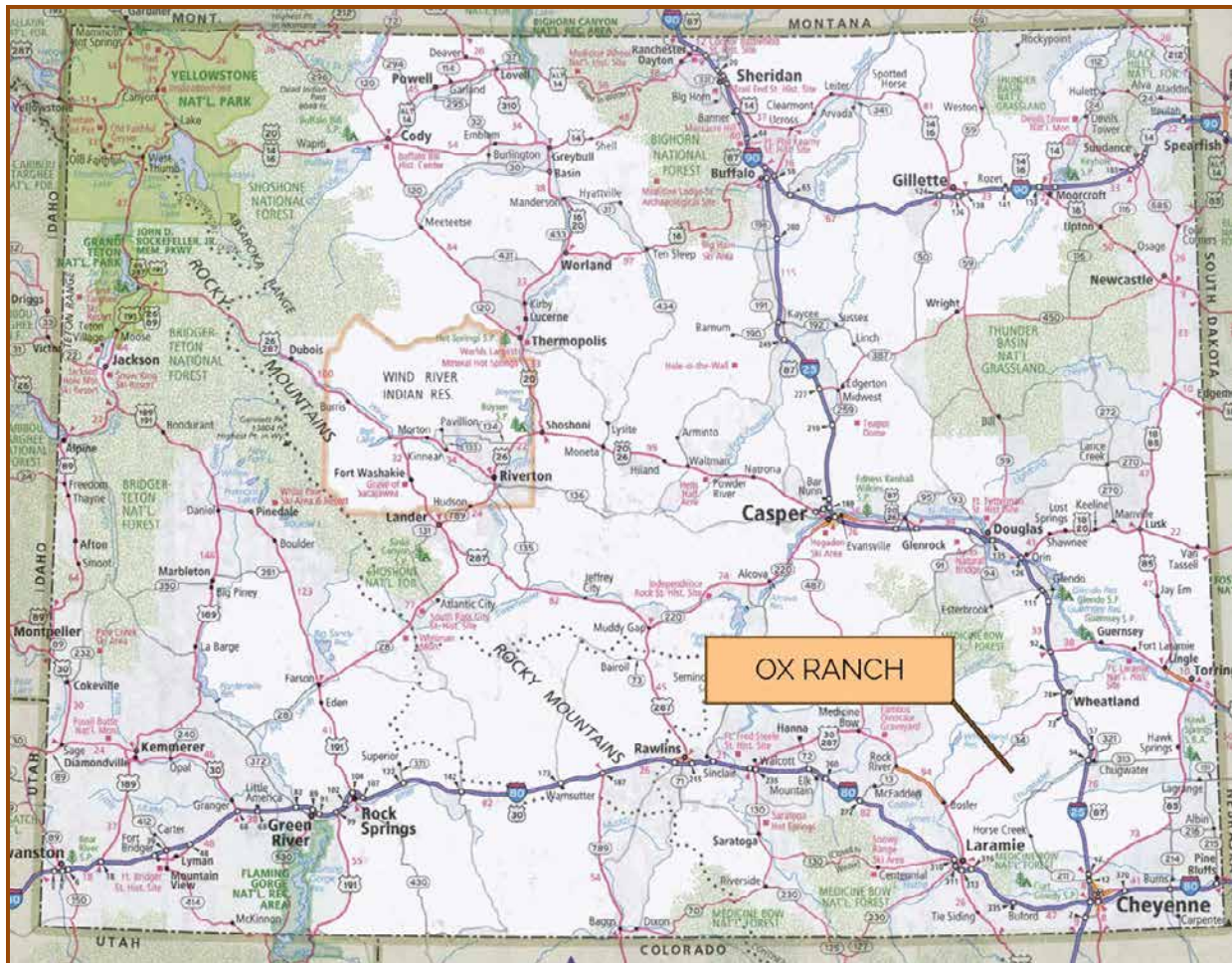
- I. All offers shall be:
  - A. in writing;
  - B. accompanied by an earnest money deposit check in the minimum amount of \$250,000 (Two-Hundred and Fifty Thousand Dollars); and
  - C. be accompanied with the name, telephone number, and address of the Buyer's personal banker in order to determine financial 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 regarding location of the fence lines in relationship to the deeded property lines, nor does the seller make any warranties or representations regarding 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.

## WYOMING LOCATION MAP



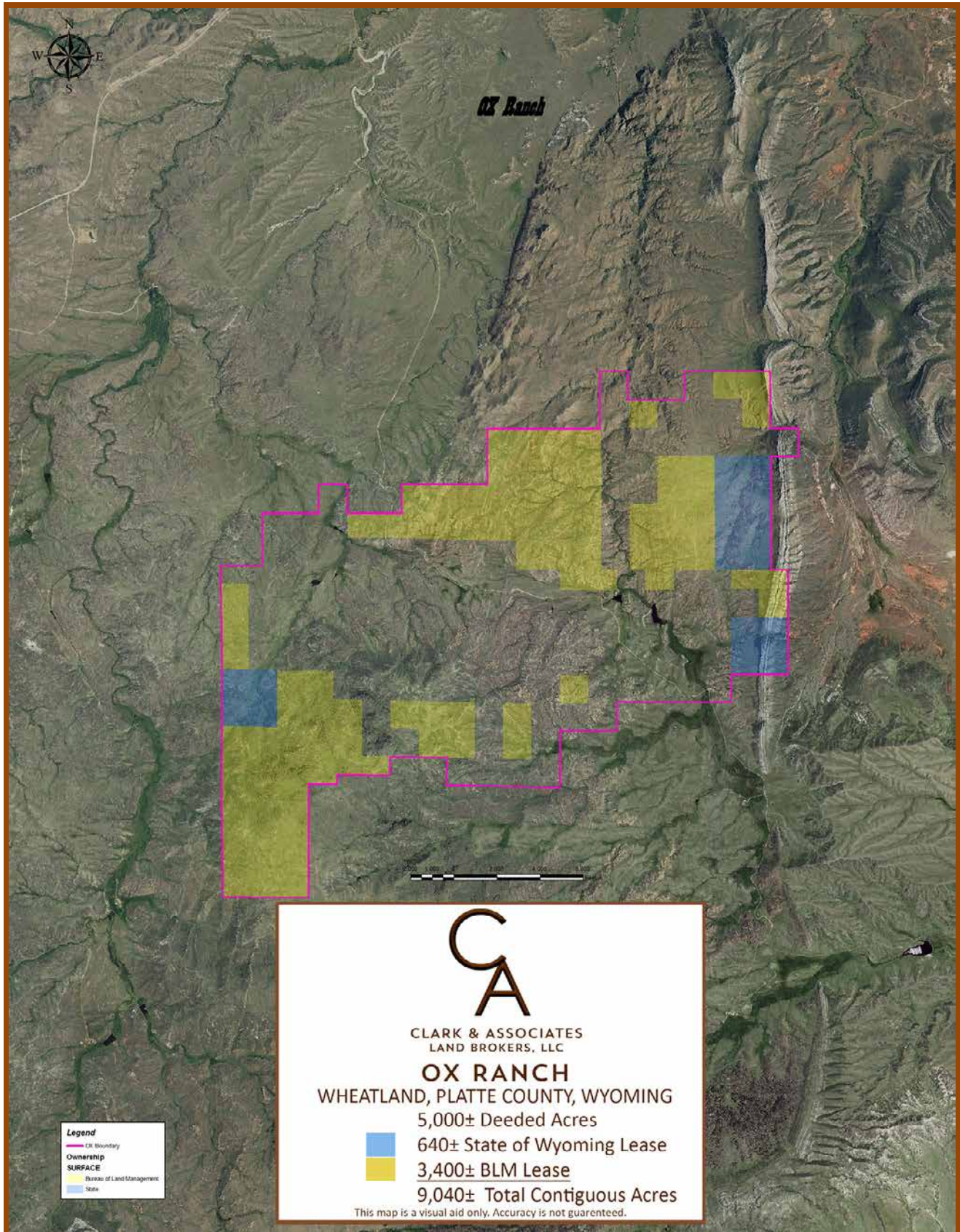
Clark & Associates Land Brokers, LLC is pleased to have been selected as the Exclusive Agent for the Seller of this outstanding offering. All information has been obtained from sources deemed reliable by Clark & Associates Land Brokers, LLC; however, the accuracy of this information is not guaranteed or warranted by 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.**

## NOTES

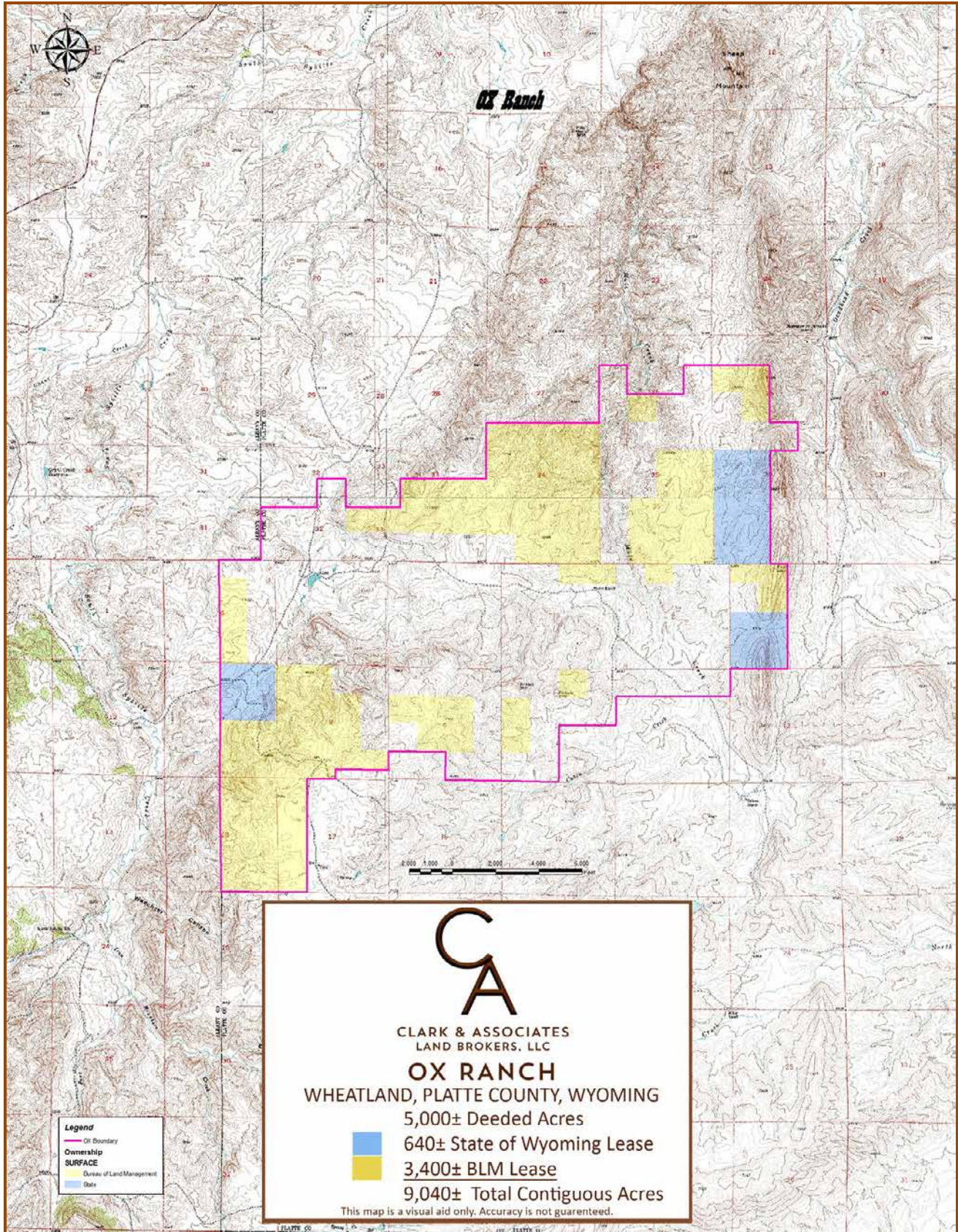


## OX RANCH ORTHO MAP





# OX RANCH TOPO MAP





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



**Jon Keil**

Associate Broker /  
REALTOR®

Mobile: (307) 331-2833

*jon@keil.land*

Licensed in WY & CO



**Scott Leach**

Associate Broker /  
REALTOR®

Mobile: (307) 331-9095

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

Licensed in WY, CO,  
NE & SD

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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

**Buffalo/Kaycee, WY Office**

210 Center Street, Suite 110  
Kaycee, WY 82639

**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**

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

**Ronald L. Enszt - Associate Broker**

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

**Torrington, WY Office**

320 E Valley Rd  
Torrington, WY 82240

**Logan Schliinz - Associate Broker**

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

**Douglas, WY Office**

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

**Scott Leach - Associate Broker**

(307) 331-9095 ~ [scott@clarklandbrokers.com](mailto:scott@clarklandbrokers.com)  
Licensed in WY, CO, NE & SD

**Greybull, WY Office**

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

**Ken Weekes – Sales Associate**

(307) 272-1098 ~ [kenweekes@gmail.com](mailto:kenweekes@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.

**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 Seller'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 \_\_\_\_\_