

# CLARK & ASSOCIATES LAND BROKERS, LLC

Specializing in Farm, Ranch, Recreational & Auction Properties

**Proudly Presents** 



## ROARING FORK ELK HUNTING RANCH

Converse County, Wyoming

The Roaring Fork Elk Hunting Ranch consists of  $2,430\pm$  deeded acres and  $320\pm$  State of Wyoming lease acres, located at the base of Laramie Peak offering beauty and functionality for both ranching and recreation with exceptional elk hunting.

## **LOCATION & ACCESS**

The Roaring Fork Elk Hunting Ranch is located approximately 36 miles south of Douglas, Wyoming on State Highway 94, also known as Esterbrook Road. From Douglas, travel south on Esterbrook Road for 17 miles, the pavement ends, and you travel for 18 miles on a gravel road. Esterbrook Road goes through the entire northern portion of the ranch allowing easy access during all but the worst of winter weather conditions.

Several towns and cities in proximity to the property include:

•	Douglas, Wyoming (population 6,351)	36 miles north
•	Wheatland, Wyoming (population 3,597)	64 miles southeast
•	Casper, Wyoming (population 58,656)	83 miles northwest
•	Torrington, Wyoming (population 6,132)	97 miles southeast
•	Cheyenne, Wyoming (population 65,051)	131 miles south
•	Laramie, Wyoming (population 31,659)	138 miles south
•	Fort Collins, Colorado (population 168,538)	176 miles south
•	Denver, Colorado (population 701,621)	231 miles south



### SIZE & DESCRIPTION

# 2,430± Deeded Acres 320± State of Wyoming Lease Acres 2,750± Total Acres

The terrain of the ranch is rolling mountain meadows with native grass pastures, stands of Aspen trees, willow covered creek bottoms that rise to pine forests with high rocky out-cropping's and cliffs. The Roaring Fork Creek runs for approximately three miles through the ranch. Mature pine and cedar trees provide excellent habitat for the wildlife and protection for the livestock. The elevation on the property varies between 6,600 and 7,200 feet above sea level. The Roaring Fork Elk Hunting Ranch sits at the base of Laramie Peak and offers breath-taking views in all directions

The Roaring Fork Elk Hunting Ranch is in Area 7 for elk hunting and boasts some of the largest herds in eastern Wyoming with trophy bulls.

#### WATER RESOURCES

The Roaring Fork Elk Hunting Ranch has one artisian well. Livestock water is provided from Roaring Fork Creek and other tributaries.



#### LEASE INFORMATION

There are 320± acres of State of Wyoming lease acres associated with the Roaring Fork Elk Hunting Ranch. Lease number 1-7972 and consists of 320± 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 the lease with the cost per AUM varying year to year as determined by the Office of Lands and Investments for the State of Wyoming.

Allotment Number	Total Acres	Expiration Date	Costs
1-7972	320	2025	\$5.88/AUM

#### CARRYING CAPACITY / RANCH OPERATIONS

The Roaring Fork Elk Hunting Ranch has historically run 225 cow/calf pairs for six months from June through November. 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.

The ranch is fenced with three and four strands of barbed wire with steel posts.

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



#### **IMPROVEMENTS**

There are no improvements on the Roaring Fork Elk Hunting Ranch.

#### REAL ESTATE TAXES

According to the Converse County Assessor's records, the real estate taxes for the Roaring Fork Elk Hunting Ranch are approximately \$1,070 annually.

#### MINERAL RIGHTS

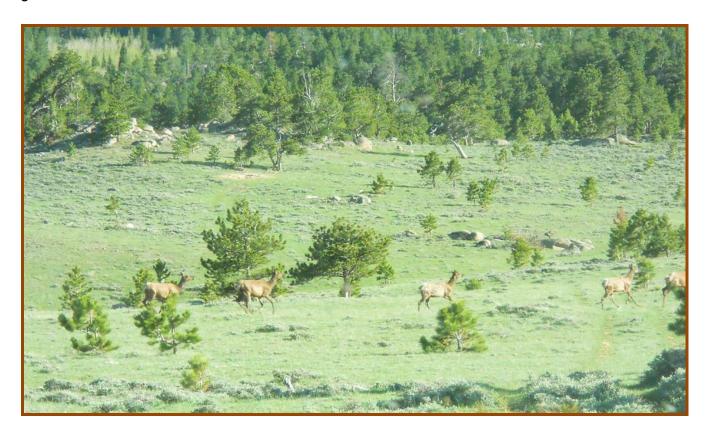
Any and all mineral rights associated with the ranch will be retained by the Sellers.

## **RECREATION & WILDLIFE**

This ranch is private and scenic with a thriving elk population. It is in Elk Area 7 and qualifies for two land-owner elk licenses. According to the Wyoming Game and Fish, Elk Area 7 opens on September 1<sup>st</sup> for archery hunting; rifle season for bulls opens October 15<sup>th</sup>. Please see the Wyoming Game and Fish website at <a href="https://wgfd.wyo.gov/">https://wgfd.wyo.gov/</a> for more specific dates and hunting regulations.

Exceptional mule deer and some whitetail deer are found on the ranch. The wildlife habitat draws and holds elk and deer with the great cover provided by the rock outcroppings and pine hills which give way to lower productive creek bottoms and riparian areas.

There are brook and rainbow trout in Roaring Fork. Other wildlife found on the Roaring Fork Elk Hunting Ranch include antelope, turkey, black bear, coyotes, mountain lion, bobcat, and upland game birds.



#### **COMMUNITY AMENITIES**

**Douglas, Wyoming**, population 6,351, 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.

The Converse County seat is located along the North Platte River where the Oregon, Bozeman, and Mormon Trails crisscross with the Pony Express route. Douglas remained a small ranching community of about 2,000 until the late 1970s when coal, oil and uranium production became a driving force in the economy. Population escalated to 6,500 in the early 1980s, until the markets leveled off.



#### AIRPORT INFORMATION

The Converse Cunty Airport is located three miles north of Douglas and has two asphalt runways. Runway 11/29 is 6,532' x 100' and Runway 5/23 is 4,760' x 75'. Additional information is available at www.flyskyway.com.

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

Casper, Wyoming: Delta and United provide daily air service with connections to Denver, and Salt Lake City, Utah, while Allegiant provides service to select locations 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

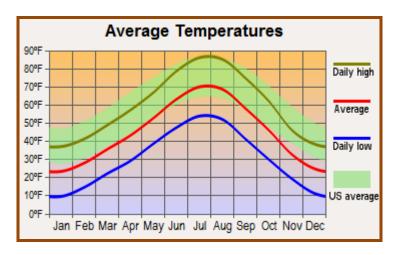
**Cheyenne, Wyoming:** Great Lakes Airlines operates flights daily from Cheyenne to Denver International Airport. The airline currently has code share agreements with United and Frontier Airlines to connect you with flights around the world. Cheyenne aeronautical information can be found at http://www.cheyenneairport.com/.

**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 <a href="https://www.flydenver.com">www.flydenver.com</a>.



#### **CLIMATE**

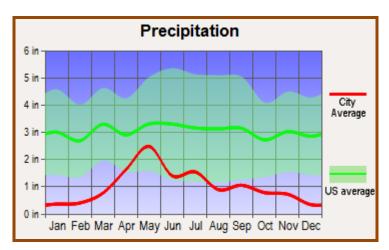
According to the High Plains Regional Climate Center at the University of Nebraska, the average annual precipitation for the Douglas, Wyoming area is approximately 14.5 inches including 58.3 inches of snow fall. The average high temperature in January is 39 degrees, while the low is 13 degrees. The average high temperature in July is 88 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. 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 wishing for persons 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
- 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, which shrunk by 1.2% in 2011 alone; 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**

## \$5,600,000

Acceptable terms for purchasing this property include, but are not limited to cash at closing, new loan, or 1031 tax exchange. No portion of the purchase transaction will be financed by seller.

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 \$280,000 (Two Hundred Eighty 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 and Western Land Sales are pleased to have been selected as the Exclusive Agents for the Seller of this outstanding offering. All information has been obtained from sources deemed reliable by Clark & Associates Land Brokers, LLC and Western Land Sales; however, the accuracy of this information is not guaranteed or warranted by either Clark & Associates Land Brokers, LLC, Western Land Sales, 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.

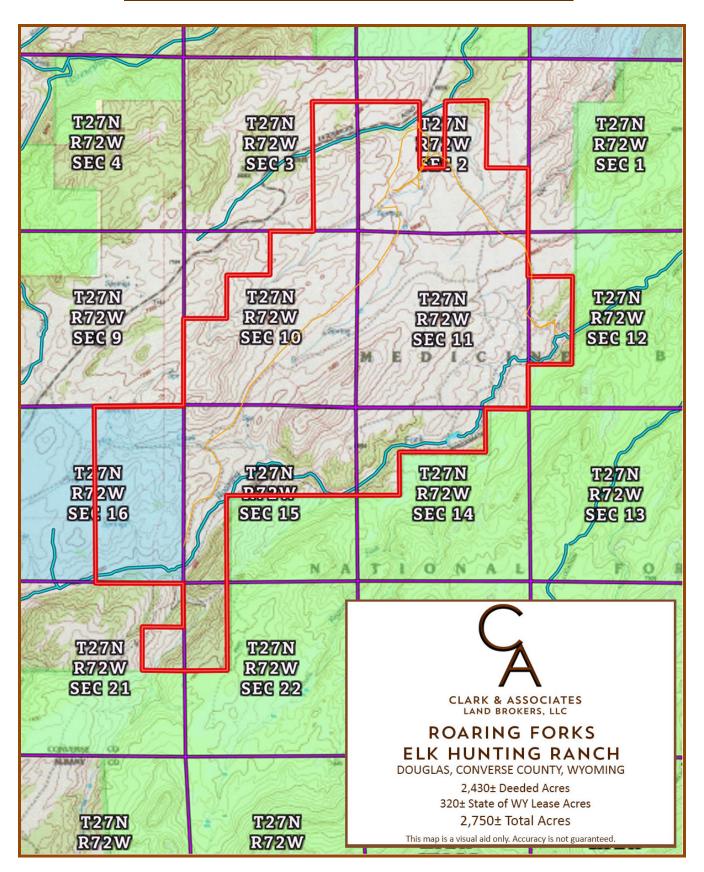
**Notice to Buyers:** Wyoming Real Estate Law requires that the listing Broker and all licensees with the listing Broker make a full disclosure, in all real estate transactions, of whom they are agents and represent in that transaction. <u>All prospective buyers must read, review and sign a Real Estate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

## **STATE LOCATION MAP**

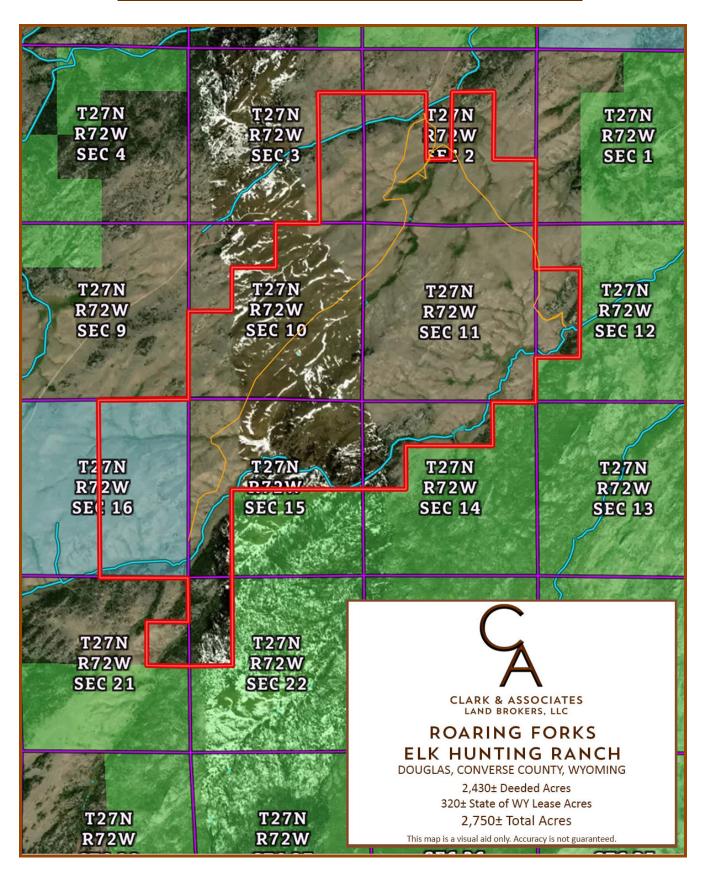


## **NOTES**

## ROARING FORKS ELK HUNTING RANCH TOPO MAP



## ROARING FORKS ELK HUNTING RANCH ORTHO MAP





## **Get Water Rights Wyoming**

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

January 26, 2023

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

Re: Werner Revocable Living Trust (see attached Land Description)

Dear Mr. Clark,

Based on your email request, the following water rights were found in the records of the State Engineer and Board of Control. Based full aliquot parts of the reference land description, the following water rights were found:

## **SURFACE WATER**

#### Permit No. 6124D

Carragher No. 2 Ditch, Priority Date: Aug. 18, 1904. Certificate Record No. 21, page 39; Order Record No. 3, page 418; Proof No. 6887. Source: Trail Creek, trib Horseshoe Ck, trib North Platte R. This appropriation is for original supply irrigation for the following lands:

#### **T27N, R72W**

 Section 2
 SWNW
 5 ¼ acres

 Section 3
 NESE
 3.00 acres

 SENE
 11.00 acres

 TOTAL
 19 ¼ acres (0.27 cfs)

#### Permit No. 6125D

Carragher No. 4 Ditch, Priority Date: Aug. 18, 1904. Certificate Record No. 21, page 40; Order Record No. 3, page 418; Proof No. 6888. Source: Trail Creek, trib Horseshoe Ck, trib North Platte R. This appropriation is for original supply irrigation for the following lands:

#### T27N, R72W

Section 2

<u>SENW</u> 5.70 acres TOTAL 5.70 acres (0.08 cfs)

Permit No. 6126D

Carragher No. 3 Ditch, Priority Date: Aug. 18, 1904. Certificate Record No. 21, page 41; Order Record No. 3, page 418; Proof No. 6889. Source: Trail Creek, trib Horseshoe Ck, trib North Platte R. This appropriation is for original supply irrigation for the following lands:

#### T27N, R72W

Section 2

SENW 5.00 acres

TOTAL 5.00 acres (0.07 acres)

#### Permit No. 19683D

Sturgeon Ditch No. Two, Priority Date: Sept. 3, 1941. Certificate Record No. 58, Page 197; Order Record No. 10, Page 366, Proof No. 22932. Source: South Roaring Fork Ck, trib Roaring Fork Ck, trib Horseshoe Ck, trib North Platte R. This appropriation is for stock use and original supply irrigation for the following lands:

#### T27N, R72W

 Section 11
 SWSE
 0.80 acres

 SESE
 3.00 acres

 Section 14
 NWNE
 6.80 acres

 TOTAL
 10.60 acres (0.15 cfs)

#### **Permit No. 19684D** (See map with P19683D)

Sturgeon Ditch No. Three, Priority Date: Sept. 3, 1941. Certificate Record No. 58, Page 195; Order Record No. 10, Page 366, Proof No. 22930. Source: Roaring Fork Ck, trib Horseshoe Ck, trib North Platte R. This appropriation is for stock use and original supply irrigation for the following lands:

#### T27N, R72W

Section 11	NESE	3.20 acres
	SWSE	2.60 acres
	SESE	7.20 acres
Section 14	NWNE	2.40 acres
	TOTAL	15.40 acres (0.22 cfs)

#### **Permit No. 19685D** (See map with P19683D)

Sturgeon Ditch No. Four, Priority Date: Sept. 3, 1941. Certificate Record No. 58, Page 196; Order Record No. 10, Page 366, Proof No. 22931. Source: Roaring Fork Ck, trib Horseshoe Ck, trib North Platte R. This appropriation is for stock use and original supply irrigation for the following lands:

#### T27N, R72W

Section 15	NWSW	6.00 acres
	SWSW	2.00 acres
	TOTAL	8.00 acres (0.11 cfs)

#### Permit No. 19686D (See map with P19683D)

Sturgeon Ditch No. Five, Priority Date: Sept. 3, 1941. Certificate Record No. 58, Page 200; Order Record No. 10, Page 366, Proof No. 22935. Source: Spring Ck, trib Trail Ck, trib Horseshoe Ck, trib North Platte R. This appropriation is for stock use and original supply irrigation for the following lands:

## T27N, R72W

Section 2 NESW 2.40 acres
SWSW 7.20 acres
SESW 9.60 acres

TOTAL 19.20 acres (0.27 cfs)

These are records found in the State Engineer's Office and Board of Control records as of January 26, 2023, 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.

John R. Barnes, President

J R Barnes Consulting, LLC

dba Get Water Rights Wyoming

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



# Scott Leach Associate Broker, REALTOR®

Mobile: (307) 331-9095

scott@clarklandbrokers.com

Licensed in WY, NE, SD, CO & MT

## 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

#### Cheyenne, WY Office

2092 Road 220 Cheyenne, WY 82009

#### Billings/Miles City, MT Offices

6806 Alexander Road Billings, MT 59105

#### Belle Fourche, SD Office

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

#### **Torrington, WY Office**

6465 CR 39 Torrington, WY 82240

#### **Douglas, WY Office**

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

#### Wheatland, WY Office

4398 Palmer Canyon Road Wheatland, WY 82201

#### **Moorcroft, WY Office**

19 Heritage Lane Moorcroft, WY 82721

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

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

#### 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  $\,$ 

#### Ronald L. Ensz - Associate Broker

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

#### Michael McNamee - Associate Broker

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

#### Scott Leach - Associate Broker

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

#### Jon Keil – Associate Broker

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

#### Stan Mosher – Associate Broker

(307) 631-2155 ~ stan@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.

#### **<u>Customer.</u>** (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 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.

#### <u>Change From Agent to Intermediary – In – House Transaction</u>

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.

<u>Designated Agent.</u> (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.  $\S$  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.