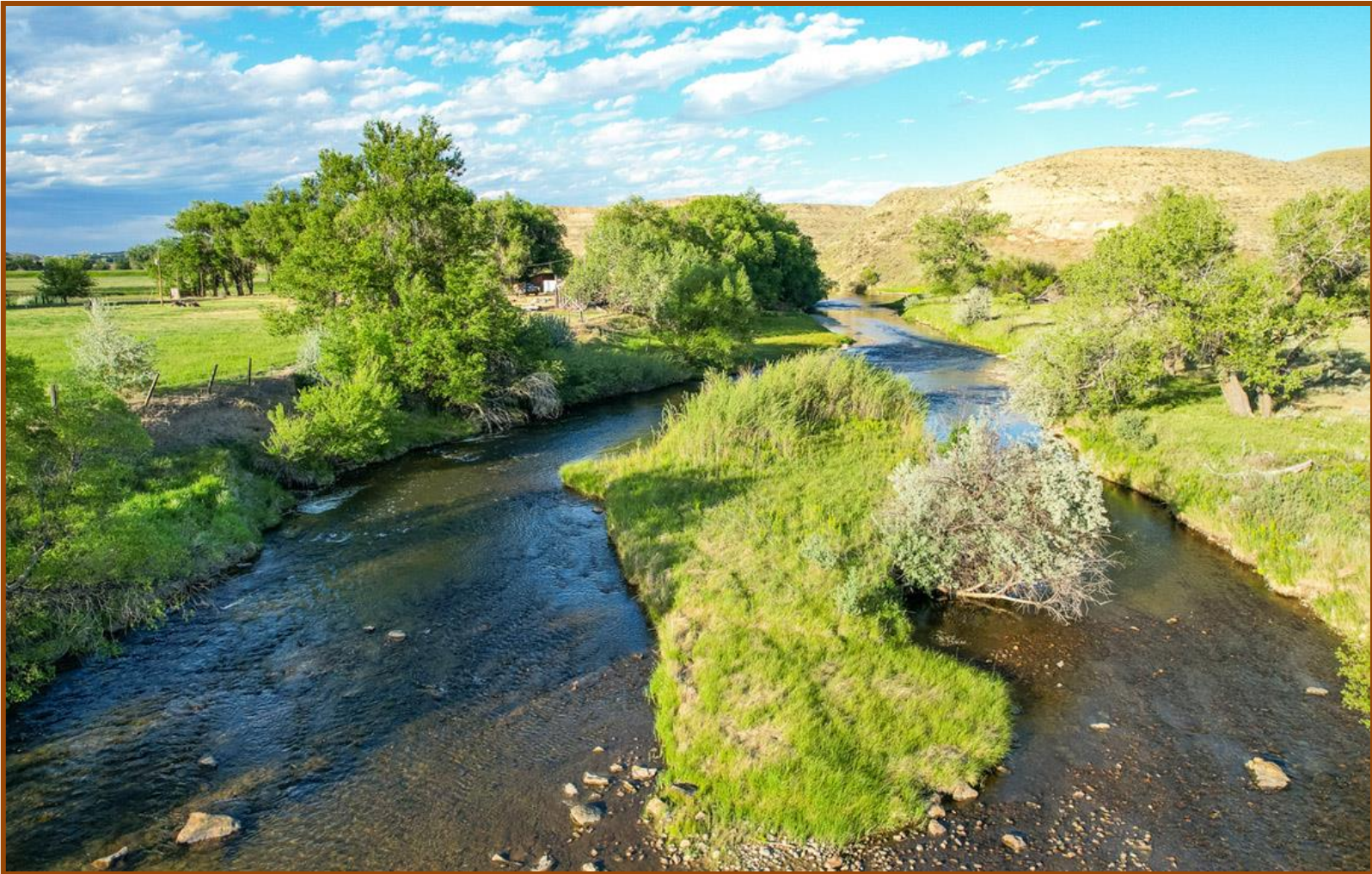




**CLARK & ASSOCIATES  
LAND BROKERS, LLC**

Specializing in Farm, Ranch, Recreational & Auction Properties

*Proudly Presents*



***CLEAR CREEK VALLEY RANCH***

***Clearmont, Sheridan County, Wyoming***

*Comprising approximately 569± deeded acres, the Clear Creek Valley Ranch is an exceptionally productive and well-balanced ranch located in one of the region's most sought-after areas for its aesthetic splendor and recreational opportunities.*

## LOCATION & ACCESS

The Clear Creek Valley Ranch is located approximately 3 miles south of Clearmont, Wyoming. With frontage along U.S. Highway 14-16, the property enjoys excellent accessibility and convenient year-round access. To access the ranch from Clearmont, travel south on Highway 14-16 for approximately 3 miles; driveway to residence is on the right.

Several towns and cities in proximity to the property include:

- |  |                     |
|--|---------------------|
| • Clearmont, Wyoming (population 123)    | 3 miles north       |
| • Buffalo, Wyoming (population 4,415)    | 27 miles southwest  |
| • Sheridan, Wyoming (population 20,124)  | 38 miles northeast  |
| • Casper, Wyoming (population 59,628)    | 138 miles south     |
| • Billings, Montana (population 117,116) | 170 miles northeast |
| • Denver, Colorado (population 740,613)  | 415 miles south     |



## SIZE & DESCRIPTION

### **569.36± Deeded Acres**

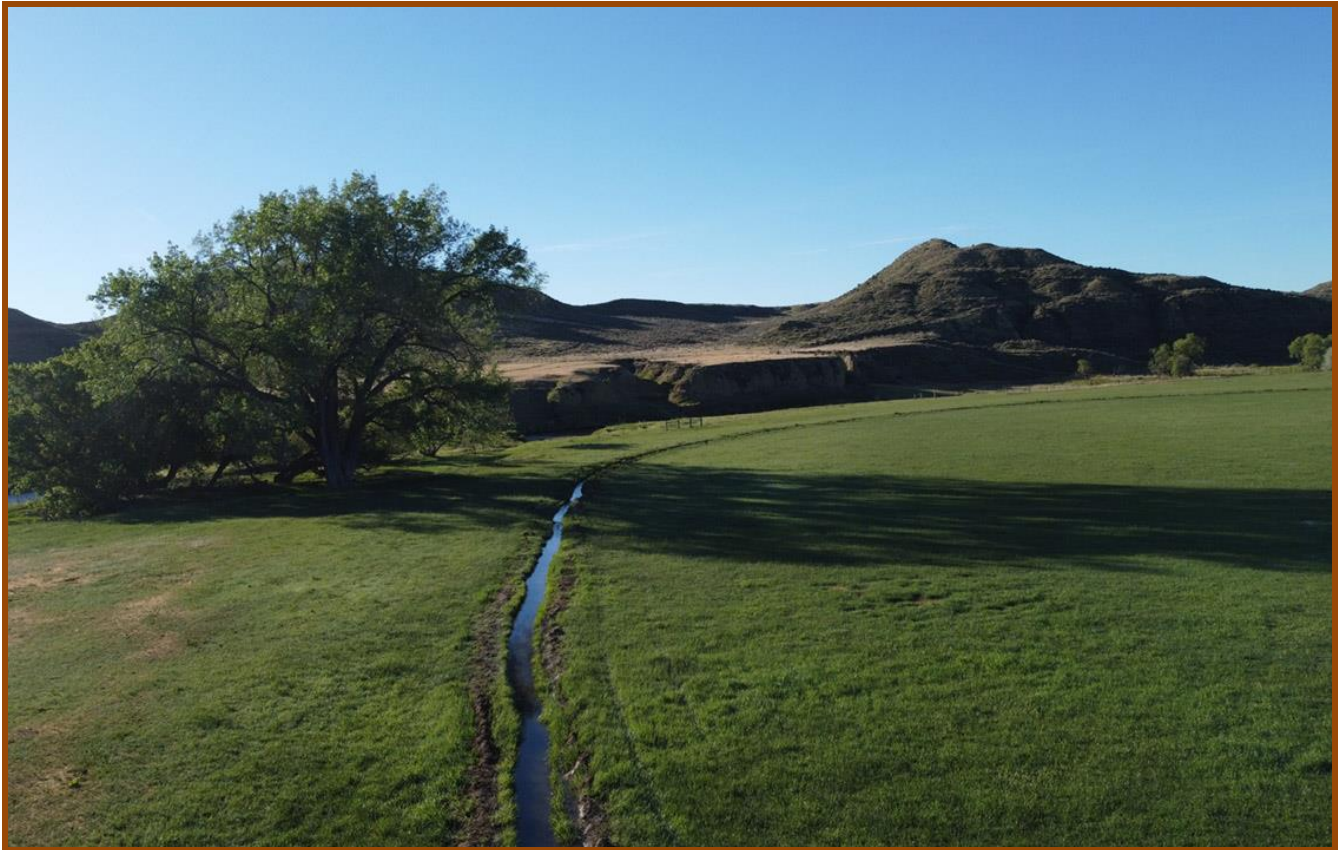
The Clear Creek Valley Ranch offers an exceptional combination of productive agricultural resources, diverse wildlife habitat, and scenic Wyoming landscapes. Stretching along approximately 5,800 feet of Clear Creek frontage, the ranch features productive irrigated meadows, mature cottonwood-lined creek banks, rolling sagebrush-covered slopes, and elevated ridges that provide both outstanding livestock grazing and excellent habitat for wildlife.

The property's varied topography creates a beautiful and highly functional ranching environment. Elevations range from approximately 3,934 to 4,100 feet above sea level, providing sweeping views of the surrounding countryside while offering natural shelter and protection for livestock throughout the year. The combination of live water, irrigated hay meadows, native rangeland, and diverse terrain supports a healthy balance of agricultural productivity and recreational opportunity. Under the current management program, approximately 165± acres are dedicated to hay production, with an average annual yield of 1.5 tons per acre. Following harvest, the irrigated meadows typically produce substantial regrowth that provides valuable fall and winter grazing while enhancing habitat for wildlife. The lush creek bottoms and irrigated fields attract a variety of game species and contribute significantly to the ranch's year-round carrying capacity.

Designed for efficient livestock management, the ranch features improved perimeter and interior fencing and is cross fenced into six separate pastures to facilitate rotational grazing. This infrastructure allows for effective forage utilization, promotes pasture health, and supports sustainable ranch operations.

The Clear Creek Valley Ranch is located within highly regarded Wyoming hunting units, including Deer Areas 23 and 26, Antelope Areas 15 and 16, Elk Area 129, and Turkey Area 1. The combination of Clear Creek, irrigated meadows, cottonwood bottoms, sagebrush hillsides, and protected draws create exceptional habitat for mule deer, pronghorn antelope, elk, wild turkey, and numerous upland bird species, offering outstanding hunting and wildlife viewing opportunities.

Whether operated as a productive livestock ranch, a recreational retreat, or a legacy family holding, The Clear Creek Valley Ranch presents a rare opportunity to own a well-improved property featuring live water, productive forage resources, quality wildlife habitat, and the enduring beauty of Wyoming's ranch country.



## REAL ESTATE TAXES

According to the Sheridan County Assessor's records, the real estate taxes for the Clear Creek Valley Ranch are approximately \$3,592 annually.

## UTILITIES

Electricity – Powder River Energy, \$150/monthly average

Irrigation pump \$780/annual

Gas/Propane – 1,000-gallon propane tank, owned by seller, \$2800 annually

Communications – Hughes Net

Water – Private well

Sewer – Septic System

## IMPROVEMENTS

Improvements on the Clear Creek Valley Ranch include the following:

- 1,152 sq. ft. 1 story with 240 sq. ft. loft, three-bedroom, one bath ranch house built in 1997.
- Loafing Shed
- 1,348 sq. ft. stone house built in 1880, recorded in the National Registry of historic places.





## WATER RESOURCES

- 2 domestic water wells
  - House well depth is permitted to be 200' at 10 gpm.
  - Rock House well is permitted to be 220' at 12 gpm.
- Irrigation water is supplied from Clear Creek under 2 Certificates of Appropriation. One is for 1.57 CFS (110 acres) and is dated July 7, 1895 and the other one is for .78 CFS (55 acres) and is dated Dec. 7, 1914. All irrigation water is delivered via the Roberts Ditch
- Livestock water is from the wells, Clear Creek which flows year-round, and Roberts Ditch in the summer months.
- A complete water search will be conducted and will be made available to prospective Buyers



## MINERAL RIGHTS

All mineral rights associated with the ranch and owned by the Seller will be retained by the Sellers.

## CARRYING CAPACITY / RANCH OPERATIONS

Used in conjunction with a mountain grazing permit and private leases the Clear Creek Valley Ranch has historically supported approximately 350 head of ewes from October 1 to January 1 grazing the meadows with no supplement feed. From Jan 1 to May 1, they stay on the ranch and are supplemented through lambing. From May 1 to October 1 the sheep are on lease ground. In addition, the ranch sustains 85-100 head of mother cows from March 1 to July 1 grazing the hard grass pasture on the north end of the ranch. It is estimated that the ranch would sustain approximately 75 head of mother cows year-round with the hay produced on the ranch and some supplemental protein through the winter months and calving. The ranch is cross fenced to allow for flexible livestock management and efficient grazing rotation. Most fences consist of woven wire and are in good condition.

The irrigated hay meadows and winter pasture have historically produced approximately 1.5 tons of high-quality grass hay per acre annually, with a single cutting followed by regrowth for fall grazing. If managed exclusively for hay production, yields of 3.0 to 3.5 tons per acre can be expected.

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



## CONSERVATION EASEMENT

To preserve the legacy of the Clear Creek Valley Ranch, a conservation easement has been granted to The Sheridan Community Land Trust. The purpose of this easement is to preserve the Conservation Values, and other significant conservation interests and to restrict the use of the property to those uses that are consistent with such values and interests by limiting non-agricultural uses of the property.

Three building envelopes have been reserved, consisting of one (1) 5-acre maximum Major Agricultural Structure Building Envelope, one (1) 2-acre maximum Doc Huson Homestead Building Envelope, and one (1) 5- acre maximum Residential Floating Building Envelope. Documents and maps with more information are available upon request.

## DOC HUSON HOMESTEAD HISTORIC PRESERVATION EASEMENT

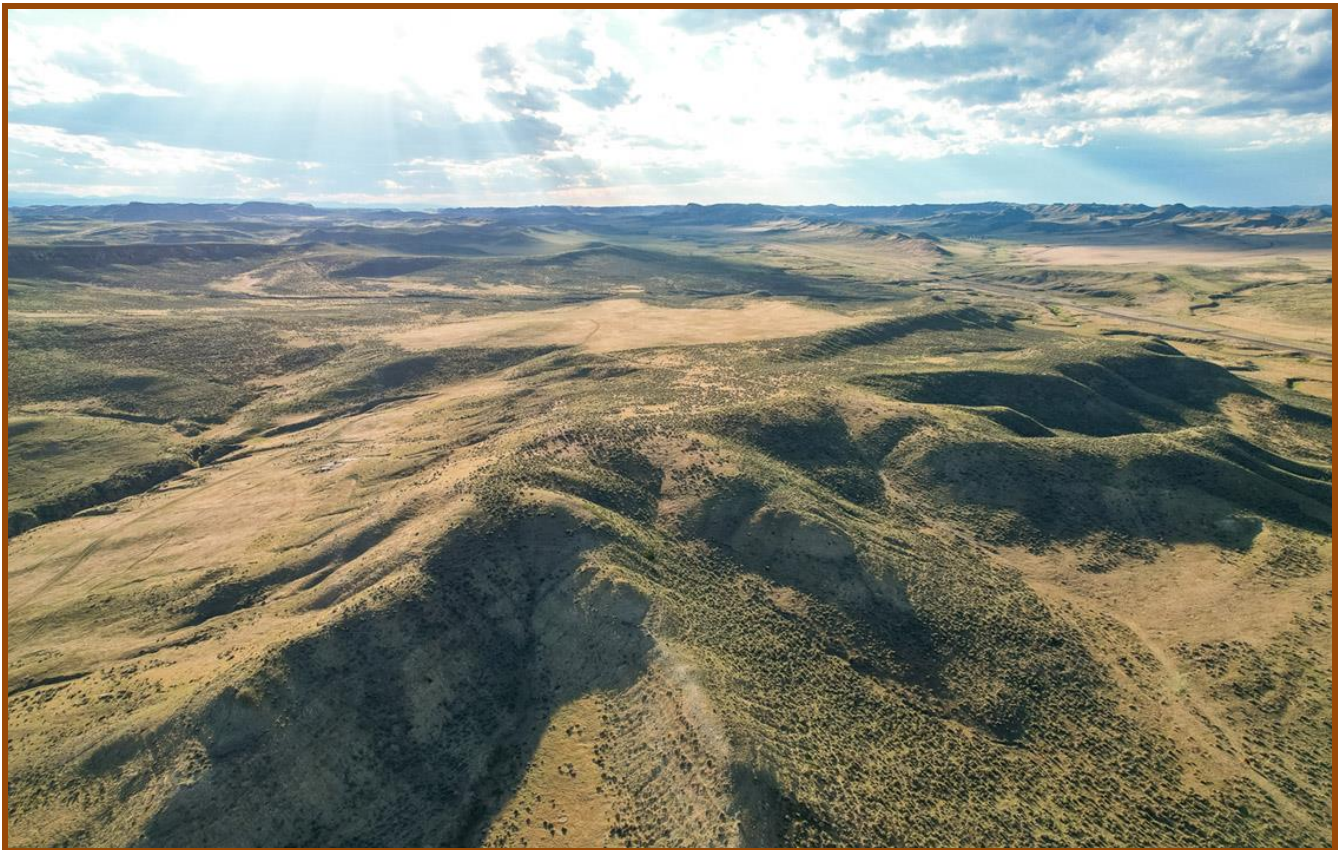
The Doc Huson Homestead Historic Preservation Easement is intended to preserve buildings, structures, or sites of historical, architectural, or historic significance. Conditions of the easement are available upon request.



## SOILS

The property features a diverse and highly functional soil profile ideal for a wide range of land uses. The majority of the acreage is anchored by Zigweid–Cambria loams on gentle 0–6% slopes, covering 32.75% of the tract and offering stable, productive ground well-suited for building sites, grazing, or light agricultural use. More dramatic topography appears in the Shingle, moist–Badland complex (20.35%, 30–50% slopes), contributing scenic elevation changes and rugged character typical of the region.

Additional level to gently sloping areas include Clarkelen loam (10.52%, 0–3% slopes) and the Haverdad–Worthenton complex (4.44%, 0–3% slopes), both providing accessible, workable soils with good versatility. Moderately sloped ground is represented by the Parmbleed–Renohill complex, moist (9.3%, 3–9% slopes) and the Theedle–Kishona association, moist (9.25%, 6–9% slopes), adding well-drained terrain suitable for grazing, recreation, and varied development potential. Together, these soils create a balanced landscape with productive loams, attractive elevation changes, and multiple use opportunities.



## RECREATION & WILDLIFE

Clear Creek Valley Ranch is rich with wildlife and offers exceptional opportunities to experience Wyoming's natural beauty. The riparian corridor along Clear Creek creates a diverse and productive habitat that supports an abundance of wildlife year-round. Towering cottonwoods, native grasses, shrubs, and wetland vegetation provide food, cover, nesting sites, and travel corridors for numerous species.

The creek and surrounding riparian area attract healthy populations of mule deer, pronghorn antelope, wild turkeys, ducks, and geese, while also providing habitat for songbirds, raptors, and other native wildlife. Seasonal migrations and changing water conditions make the area especially dynamic, offering excellent wildlife viewing throughout the year. The combination of flowing water, lush creek-bottom vegetation, and open Wyoming landscapes creates a thriving ecosystem that enhances both the beauty and ecological value of Clear Creek Valley Ranch.

Just west of Clearmont, the magnificent Bighorn National Forest offers more than 1,200 miles of trails, wilderness exploration, camping, horseback riding, hiking, mountain biking, fishing, and scenic drives through some of the most spectacular mountain scenery in the state. Outdoor enthusiasts can enjoy camping and hiking at destinations such as Circle Park Campground and explore scenic overlooks including Loaf Mountain Overlook. The nearby Bighorn Mountains also provide opportunities for trout fishing in alpine lakes, streams, and reservoirs, as well as boating, canoeing, and kayaking.

During the winter months, the area offers snowmobiling, cross-country skiing, snowshoeing, and winter wildlife viewing, making the region an attractive destination throughout the year. Whether enjoying a quiet day along Clear Creek, pursuing Wyoming's renowned big game, or exploring the landscape on horseback the Clearmont area provides an exceptional outdoor lifestyle and recreational experience.



## COMMUNITY AMENITIES

Clearmont, Wyoming is in Sheridan County, with Sheridan, Wyoming being the county seat. The name may have been chosen for the nearby Clear Creek and the view of the Bighorn Mountains. The Clearmont post office was established in 1895. In 1892 the Chicago, Burlington and Quincy Railroad built a water stop. Due to the nearby ranches, Clearmont became a major shipping point for cattle. The depot also had passenger train service. The area was mainly settled by cattlemen. The rock house located on the Clear Creek Valley Ranch is on the National Historic Register of Historic Places, being built before the town of Clearmont was even platted.

The town was incorporated in 1920. Building a jail and waterworks were the first priorities for the new town council. The Clearmont Jail was built in 1922 and placed on the National Register of Historic Places in 1984. A fire destroyed several businesses in the 1920s including the Rock Hotel and Saloon and a popular confectionery store.

Starting in the 1940s and lasting until the early 1970s, the town benefited from tourists traveling between the Black Hills and Yellowstone National Park. During that time the town had two motels, a bar, a soda fountain, a meat packing plant, and a cold storage business.

In 1945 the town had a German prisoner of war camp. The men were used to harvest sugar beets. For more information visit:

[https://en.wikipedia.org/wiki/Clearmont,\\_Wyoming](https://en.wikipedia.org/wiki/Clearmont,_Wyoming) or [www.townofClearmont.com](http://www.townofClearmont.com)



## AIRPORT INFORMATION

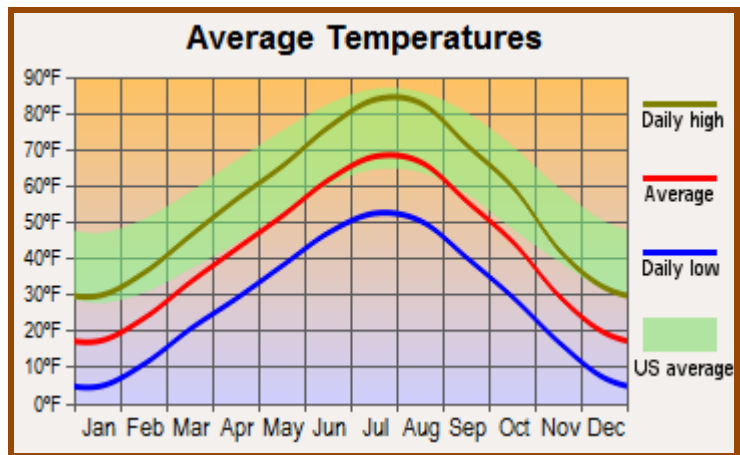
Commercial airline services are also available at Casper, Sheridan, Cheyenne, Wyoming; and Denver, Colorado, as well as Billings, MT.

- **Casper, Wyoming:** United provides daily air service with connections to Denver from the Natrona County International Airport. This airport also has charter flights and rental cars available. For more information, please visit <http://iflycasper.com>.
- **Sheridan, Wyoming:** United Express Airlines operates flights daily from Sheridan to Denver International Airport. For more information, visit [www.sheridancountyairport.com](http://www.sheridancountyairport.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).
- **Billings, Montana:** Situated on the rim rocks overlooking the city, Billings Logan International Airport is Montana's largest and busiest airport. The service area includes the Western Dakotas, Eastern Montana, and Northern Wyoming. Scheduled passenger airline service is provided by America West Express, Delta Airlines, Northwest Airlines, United Airlines, with regional service provided by Big Sky Airlines, Horizon Air, and Skywest Airlines. There are approximately 25 to 30 passenger flights per day. For more information regarding this airport, please visit <http://www.flybillings.com>.



## CLIMATE

According to the High Plains Regional Climate Center at the University of Nebraska, the average annual precipitation for the Clearmont, Wyoming area is approximately 14.9 inches including 52.8 inches of snow fall. The average high temperature in January is 34 degrees, while the low is 7 degrees. The average high temperature in July is 85 degrees, while the low is 53 degrees. The charts to the right are courtesy of [www.city-data.com](http://www.city-data.com).

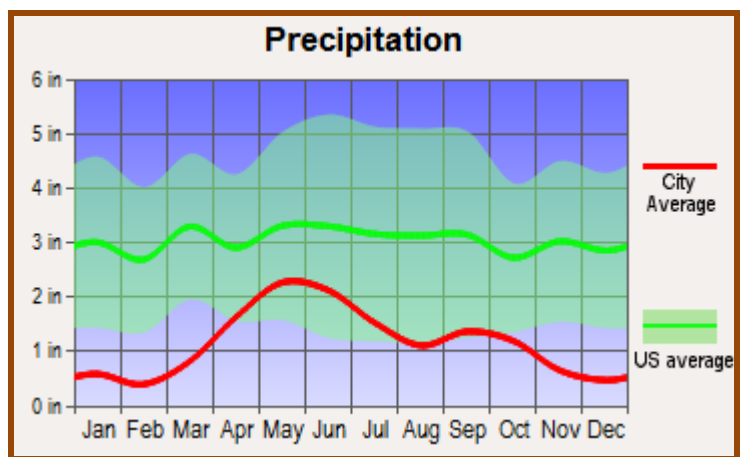


## STATE OF WYOMING

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

**\$3,300,000**

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).



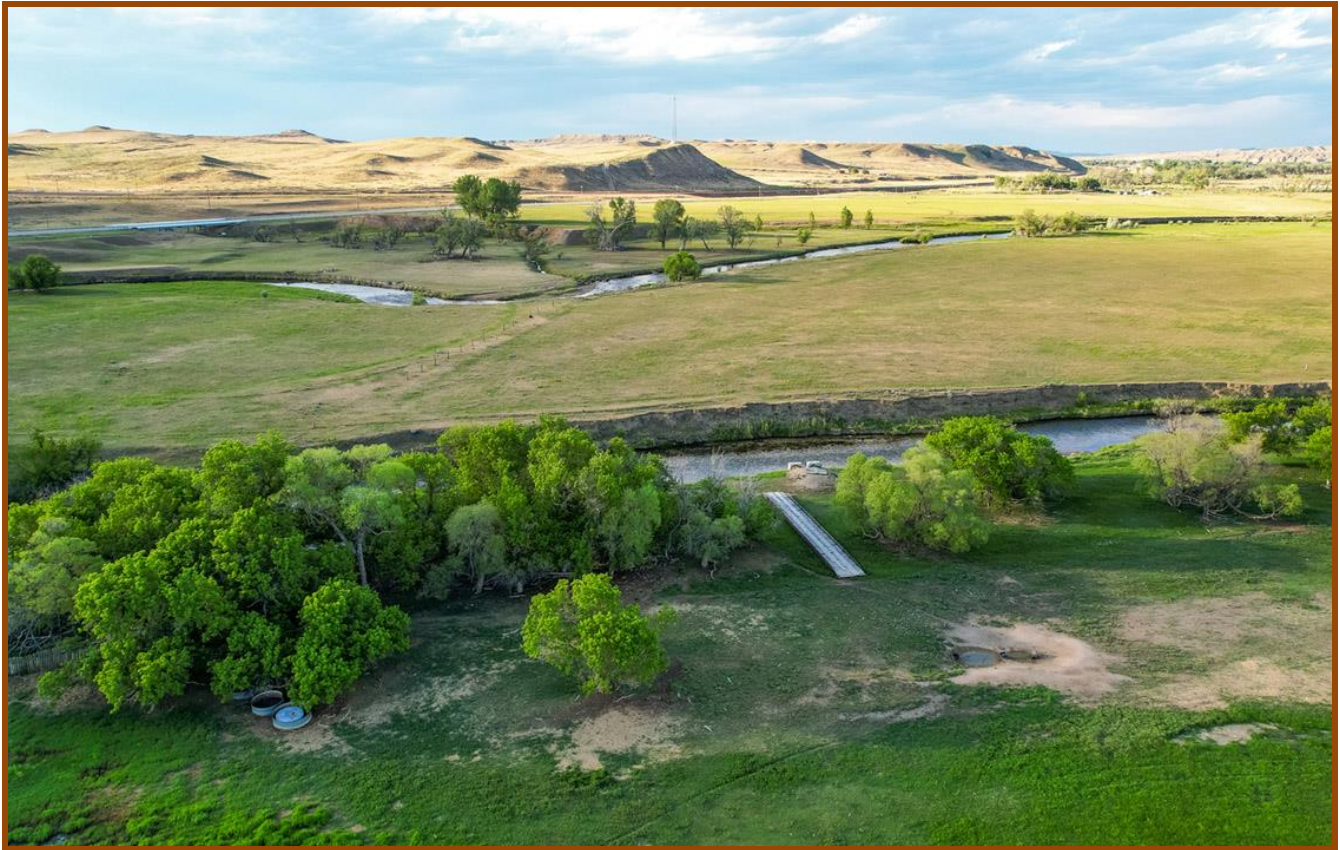
## CONDITIONS OF SALE

- I. All offers shall be:
  - A. in writing;
  - B. accompanied by an earnest money deposit check in the minimum amount of \$165,000 (one hundred-sixty-five thousand); and
  - C. be accompanied with the name, telephone number, and address of the Buyer's personal banker 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 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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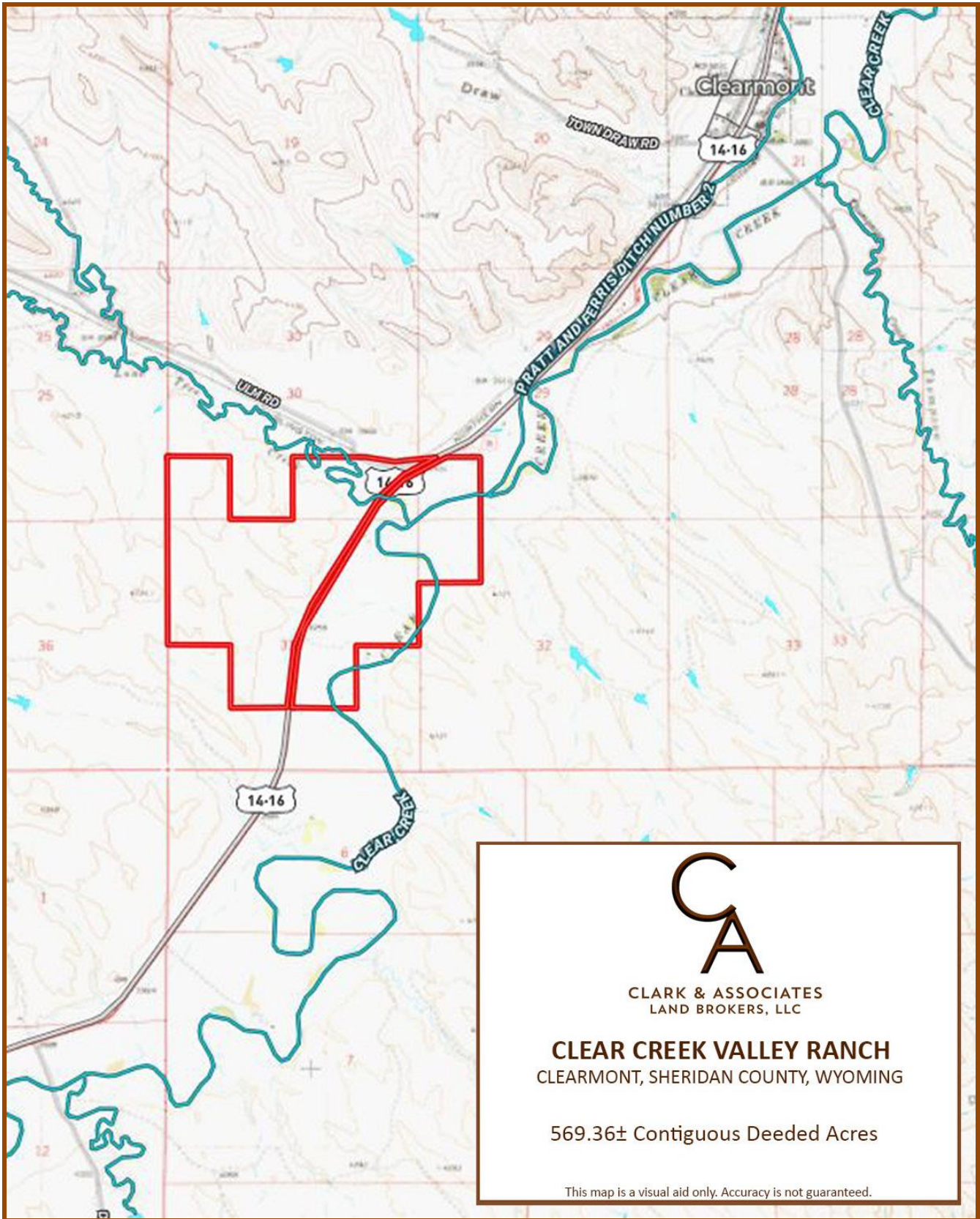
Clark & Associates Land Brokers, LLC is pleased to have been selected as the Exclusive Agent for the Seller of this outstanding offering. All information has been obtained from sources deemed reliable by Clark & Associates Land Brokers, LLC; however, the accuracy of this information is not guaranteed 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.**

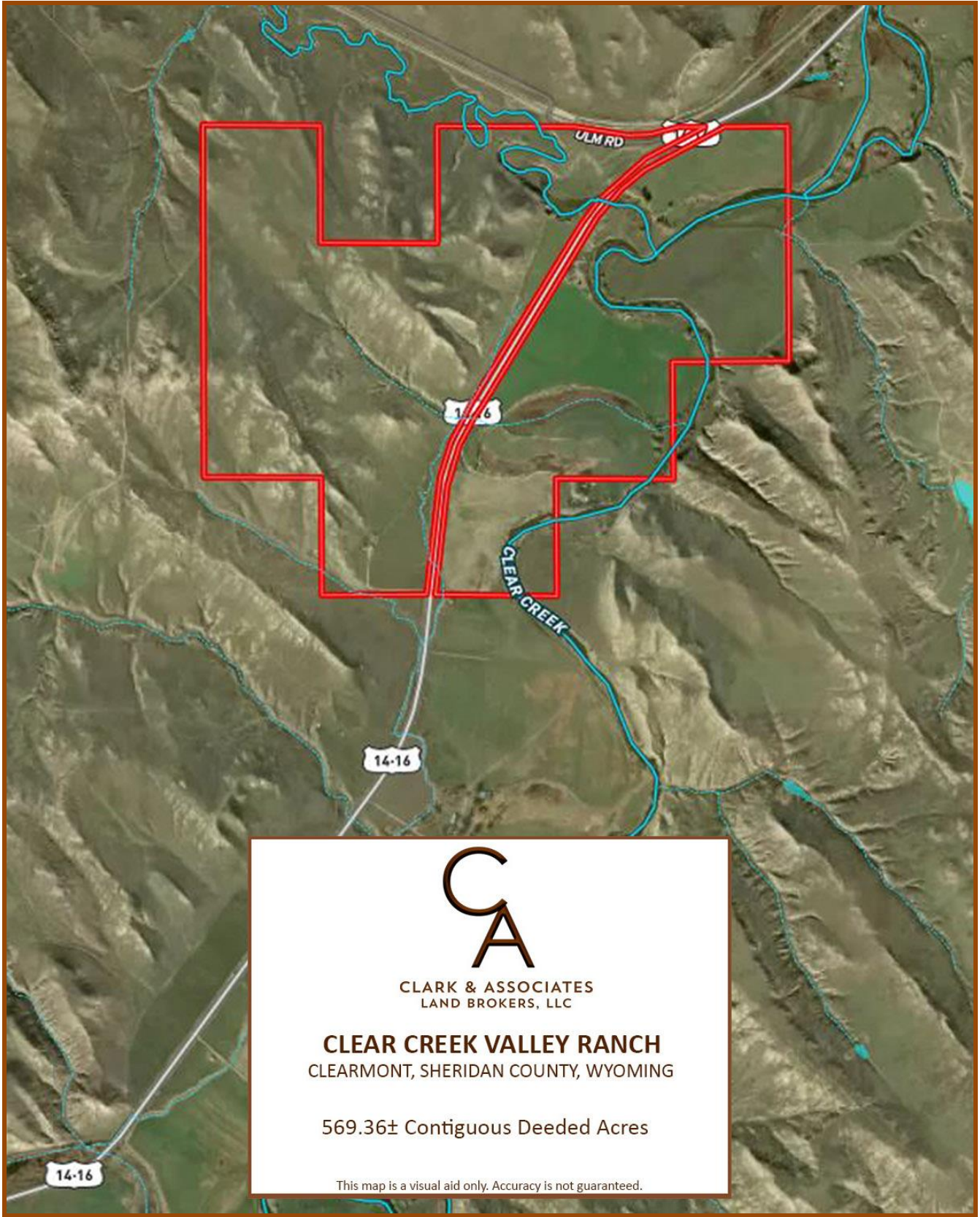
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CLEAR CREEK VALLEY RANCH TOPO MAP



CLEAR CREEK VALLEY RANCH ORTHO MAP



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



**Mark McNamee**  
Associate Broker/Owner,  
REALTOR®  
Mobile: (307) 760-9510  
mcnamee@clarklandbrokers.com  
Licensed in WY, MT, SD, NE



**Wendy Greenough**  
Associate Broker, REALTOR®  
Mobile: (307) 217-1451  
wendy@clarklandbrokers.com  
Licensed in WY



**Chet Johnson**  
Sales Associate  
Mobile: (307) 259-9888  
chet@clarklandbrokers.com  
Licensed in WY

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

**Kaycee, WY Office**

40 Latigo Lane  
Buffalo, WY 82834

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

(307) 760-9510 ~ 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  
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  
Licensed in SD, WY & MT

**Torrington, WY Office**

6465 CR 39  
Torrington, WY 82240

**Michael McNamee - Associate Broker**

(307) 534-5156 ~ 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  
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  
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 \_\_\_\_\_