THE BIDDICK RANCH
Laramie, Albany County, Wyoming

The historic Biddick Ranch consists of 13,146± acres and is a great combination of productive hay fields and irrigated pastures balanced with native grass and recreational splendor.
LOCATION & ACCESS
The Biddick Ranch is located approximately 14 miles northwest of Laramie, Wyoming. To access the ranch from Laramie, travel north on State Hwy 287 for 7.1 miles to CR 51. Turn left and travel approximately 6 miles to Git Along trail. Turn right and travel 1.3 miles to the destination.

Several towns and cities in proximity to the property include:

- Wheatland, Wyoming (population 3,627) 76 miles east
- Laramie, Wyoming (population 30,816) 14 miles southwest
- Torrington, Wyoming (population 6,501) 137 miles northeast
- Cheyenne, Wyoming (population 59,466) 63 miles southeast
- Casper, Wyoming (population 59,628) 148 miles north
- Denver, CO Metro Area (population 3,277,309) 144 miles south
SIZE & DESCRIPTION

12,826± Acres Deeded
320± Acres State of Wyoming Lease
13,146± Total Contiguous Acres

Located just north of Laramie and situated between the Medicine Bow Mountains and the Laramie Mountains with the Medicine Bow National Forest on both sides, the Biddick Ranch is fenced and cross fenced into 26 pastures with approximately 52 miles of four and five strands of barbed wire fence.

The terrain of the ranch consists of willow-lined river bottoms surrounded by irrigated meadows that are flanked by rolling native grass pastures. The river bottoms provide excellent habitat for the wildlife and protection for livestock. The elevation on the property is approximately 7,200 feet above sea level.
LEASE INFORMATION

There is one State of Wyoming lease associated with the ranch which, upon approval of the appropriate agency, will transfer to the buyers at closing. State Leases No. 1-7885 consist of approximately 327.62± acres and are allotted a total of 151 AUMs.

State of Wyoming leases are renewable every ten (10) years with an annual payment due each year. The annual payments are assessed per AUM of each lease with the cost per AUM varying year to year as determined by the Office of Lands and Investments for the State of Wyoming. For 2019, the cost per AUM is $6.18 which equates to approximately $933.18.

For more information, contact the Wyoming Office of State Lands and Investments for further information at (307) 777-7333. The State of Wyoming leases are as follows:

<table>
<thead>
<tr>
<th>State Lease #</th>
<th>Acres</th>
<th>AUM</th>
<th>Cost</th>
<th>Expiration</th>
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<td>1-7885</td>
<td>327.62</td>
<td>151</td>
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WATER RESOURCES

- Two domestic wells

- 1 Stock Well with 11 tanks
  - 8 stock water tanks in south pastures with approximately 6 ½ miles of black polyethylene pipe and 1 storage tank (2500 gal.)
  - 3 stock water tanks off of corrals west with 1 mile of black polyethylene pipe. There are 7 water tanks in corral system and 5 frost free valves.

- Laramie Valley Municipal Irrigation District provides 48 CFS of irrigation water at a cost of $11,066 per year. This water is distributed to the ranch via the Oasis Canal.
  - current assessment for irrigated acres under the LVMID is $3.25/irrigated acre.

- An additional 10 CFS of irrigation water from the Little Laramie River and the Laramie River is supplied via the Biddick Ditch.

- In addition to several miles of pipeline which supplies water to 11 tanks, livestock water is provided by 7 miles of the Laramie River, 1 mile of the Little Laramie River and several miles of the Oasis and Biddick irrigation ditches

Upon request, Clark & Associates Land Brokers, LLC will provide any prospective buyer a summary of the results of a water rights search that will be completed on the Biddick Ranch.
CARRYING CAPACITY / RANCH OPERATIONS

The Biddick Ranch has historically run 600 to 650 cow/calf pairs year-round. The grass is high quality with a variety of hard grass species, rich in protein content. The current owners start calving around the first of March and wean around the 10th of October with an all-natural weaning weight of around 575 on the steers and 525 on the heifers. Under normal winter conditions they generally feed 2 to 2.5 ton of hay per cow per winter.

The 2,200 acres of irrigated hay meadows have historically produced 1.25 tons of high-quality grass hay per acre annually with one cutting and regrowth for fall grazing. The current owners hay approximately 2,200 acres and graze the other 1,860 irrigated acres. There is a total of about 4,060± irrigated acres.

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

Soils on the ranch consist of Alcova-Borolic Camborthids complex and Grenoble-Gerrard complex. A complete soil survey can be found at:


IMPROVEMENTS

Improvements on the Biddick Ranch include the following:

Main Residence
- 3,218 sq. ft. 1 ½ story, 3 bedroom, 3 bath ranch house built in 1900
- Attached garage

2nd Residence (Older Ranch House)
- 1,789. Ft. one story ranch house constructed in 1883 with 2 bedrooms and 1 baths

3rd Residence (Bunkhouse)
- 756 sq. ft. one story ranch house constructed in 1945 with 1 bedroom and 1 ½ baths
Livestock Improvements

- Farm Utility Buildings
  - 5,820 metal frame built in 1972
  - 864 sq. ft. built in 1930
  - 936 sq. ft. built in 1900
  - 960 sq. ft built in 1900
- Barn
  - 1,254 sq. ft. built in 1900
  - 960 sq. ft. built in 1900
  - 770 sq. ft. built in 1900
- Loafing Sheds
  - 2,232 sq. ft. built in 1974
  - 2,645 sq. ft. built in 1900
- Quonset
  - 1,826 sq. ft. built in 1900
- Working corrals with frost free hydrants
- Multiple tool shed outbuildings for additional storage
UTILITIES
Electricity – Carbon Power and Light, Inc
Gas/Propane – Propane delivered by Panhandle Coop
Communications – Internet via satellite through Carbon Power and Light
Water – Well
Sewer – Septic
Television – Satellite

REAL ESTATE TAXES
According to the Albany County Assessor’s records, the real estate taxes for the Biddick Ranch are approximately $29,371.75 annually.

Tax Breakdown
$17,964.25 property tax
$11,407.50 LVMID tax that includes $341.25 water assessment for 105 irrigated acres in State of Wyoming lease #1-7885
$29,371.75 Total Annual Tax

MINERAL RIGHTS
Any and all mineral rights presently owned by Seller, if any, on subject property will be transferred to Buyer at day of closing.
**RECREATION & WILDLIFE**

**Recreation:** Laramie is situated between the Medicine Bow Mountains and the Laramie Mountains with the Medicine Bow National Forest on both sides. With its close proximity to Kurt Gowdy State Park as well as the mountains and national forest land, Laramie has become one of Wyoming's most popular tourist Laramie attractions.

Outdoor enthusiasts can enjoy everything from horseback riding, mountain biking, camping, hiking, fly fishing, and boating in the summer months. While in winter, cross country skiing in the national forest and state parks and downhill skiing at the Snowy Range Ski area (35 miles west of Laramie) are large recreation attractions. Snowmobiling has also become a favorite pastime in the Medicine Bow National Forest.

**Wildlife:** There is a variety of wildlife on the ranch including mule deer, white tail deer, elk and antelope in addition to coyotes, fox and other species that are indigenous to the area.
COMMUNITY AMENITIES

**Laramie, Wyoming:** In 1868, the Union Pacific Railroad began to make its way across southern Wyoming. General Grenville Dodge, the chief surveyor for the railroad, chose the site and the name “Laramie.” Laramie remained primarily a railroading town until the opening of the Wyoming Territorial Prison in 1873 and the establishment of the University of Wyoming in 1886.

Today, the University of Wyoming is the only four year college in the state and is home to approximately 13,126 students who can choose from as many as 180 different programs.

An abundance of outdoor activities has made Laramie one of America’s top 40 college towns according to Outside Magazine. In addition, Laramie is also home to WyoTech, one of the largest and most respected technical institutes in the nation. WyoTech has become a leader in the industry and is home to several hundred students on a year-round basis.

According to the 2010 Census, Laramie accounts for about 30,816 of Albany County’s 36,299.

Laramie features all the community amenities of a large, college town. In addition to athletic and cultural events sponsored by the University of Wyoming, Laramie offers an excellent health-care facility, Ivinson Memorial Hospital, as well as one of the area’s premier orthopedic centers, Premier Bone & Joint. There are several medical and dental offices, over 75 dining establishments, numerous churches, banks, golf courses, fitness centers, retail stores, theatres, elementary schools, one middle school, one high school, and the Laramie Regional Airport.

In 2011 Money Magazine recognized Laramie as one of the best cities in which to retire due to scenic location, low taxes and educational opportunities.

Laramie is also known for having one of the area’s biggest and best Fourth of July celebrations, Laramie Jubilee Days. Starting with a concert and fireworks display on the 4th, Jubilee Days is an action-packed week of professional rodeo, bull riding, carnivals, parades, and street dances.

For more information please visit the following websites:
Laramie: www.laramie.org
University of Wyoming: www.uwyo.edu
WyoTech: www.wyotech.com
AIRPORT INFORMATION

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/](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/](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 Laramie, Wyoming area is approximately 15.2 inches including 55 inches of snowfall. The average high temperature in January is 39 degrees, while the low is 9 degrees. The average high temperature in July is 80 degrees, while the low is 49 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 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
- 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, the State of 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

$10,950,000

The Seller shall require an all cash sale. The Seller reserves the right to effectuate a tax-deferred real estate exchange for all or part of the sales price, pursuant to Section 1031 of the Internal Revenue Code and the Treasury Regulations promulgated 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 $547,500 (FIVE HUNDRED FORTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS); and
   C. be accompanied with the name, telephone number, and address of the Buyer’s personal banker in order to determine financial capability to consummate a purchase.

II. All earnest money deposits will be deposited in the title company/closing agent’s trust account.

III. The Seller shall provide and pay for an owner’s title insurance policy in full satisfaction of the negotiated purchase price.

IV. Both Buyer and Seller shall be responsible for their own attorney fees.

FENCES AND BOUNDARY LINES

The seller is making known to all potential purchasers that there may be variations between the deeded property lines and the location of the existing fence boundary lines on the subject property. Seller makes no warranties with regard to location of the fence lines in relationship to the deeded property lines, nor does the seller make any warranties or representations with regard to specific acreage within the fenced property lines. Seller is selling the property in an “as is” condition which includes the location of the fences as they exist.

Boundaries shown on accompanying maps are approximate based on the legal description and may not indicate a survey. Maps are not to scale and are for visual aid only. Their accuracy is not guaranteed.

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

Notice to Buyers: Wyoming Real Estate Law requires that the listing Broker and all licensees with the listing Broker make a full disclosure, in all real estate transactions, of whom they are agents and represent in that transaction. 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.
THE BIDDICK RANCH TOPO MAP

LARAMIE, ALBANY COUNTY, WYOMING

12,826± Deeded Acres
320± State of WY Lease Acres
13,146± Total Contiguous Acres

This map is a visual aid only. Accuracy is not guaranteed.
For additional information or to schedule a showing, please contact:

<table>
<thead>
<tr>
<th>Cory Clark</th>
<th>Mark McNamee</th>
<th>Denver Gilbert</th>
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<tbody>
<tr>
<td>Broker / Owner</td>
<td>Broker/Owner/Auctioneer</td>
<td>Broker / Owner</td>
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<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office: (307) 334-2025</td>
<td>Mobile: (307) 760-9510</td>
<td>Mobile: (406) 697-3961</td>
</tr>
<tr>
<td>Mobile: (307) 351-9556</td>
<td>Fax: (307) 334-0901</td>
<td>Fax: (406) 252-0044</td>
</tr>
<tr>
<td><a href="mailto:clark@clarklandbrokers.com">clark@clarklandbrokers.com</a></td>
<td><a href="mailto:mcnamee@clarklandbrokers.com">mcnamee@clarklandbrokers.com</a></td>
<td><a href="mailto:denver@clarklandbrokers.com">denver@clarklandbrokers.com</a></td>
</tr>
<tr>
<td></td>
<td>Licensed in WY, MT, SD, ND, NE &amp; CO</td>
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**Clark & Associates Land Brokers, LLC**

Specializing in Farm, Ranch, Recreational & Auction Properties

<table>
<thead>
<tr>
<th>Lusk, WY Office</th>
<th>Cory G. Clark - Broker / Owner</th>
<th>Dean Nelson – Sales Associate</th>
</tr>
</thead>
<tbody>
<tr>
<td>736 South Main Street • PO Box 47</td>
<td>(307) 351-9556 ~ <a href="mailto:clark@clarklandbrokers.com">clark@clarklandbrokers.com</a></td>
<td>(307) 340-1114 ~ <a href="mailto:dean@clarklandbrokers.com">dean@clarklandbrokers.com</a></td>
</tr>
<tr>
<td>Lusk, WY 82225</td>
<td>Licensed in WY, MT, SD, ND, NE &amp; CO</td>
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<thead>
<tr>
<th>Buffalo/Kaycee, WY Office</th>
<th>Mark McNamee - Associate Broker/Auctioneer/Owner</th>
</tr>
</thead>
<tbody>
<tr>
<td>210 Center Street, Suite 110</td>
<td>(307) 760-9510 ~ <a href="mailto:mcnamee@clarklandbrokers.com">mcnamee@clarklandbrokers.com</a></td>
</tr>
<tr>
<td>Kaycee, WY 82639</td>
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<tr>
<th>Billings &amp; Miles City, MT Offices</th>
<th>Denver Gilbert - Associate Broker / Owner</th>
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<tr>
<td>6806 Alexander Road</td>
<td>(406) 697-3961 ~ <a href="mailto:denver@clarklandbrokers.com">denver@clarklandbrokers.com</a></td>
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<tr>
<td>Billings, MT 59105</td>
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<tr>
<th>Belle Fourche, SD Office</th>
<th>Ronald L. Ensz - Associate Broker</th>
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<tbody>
<tr>
<td>515 National Street • PO Box 307</td>
<td>(605) 210-0337 ~ <a href="mailto:ensz@rushmore.com">ensz@rushmore.com</a></td>
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<tr>
<td>Belle Fourche, SD 57717</td>
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<tr>
<th>Torrington, WY Office</th>
<th>Logan Schliinz - Associate Broker</th>
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<tr>
<td>2210 Main St</td>
<td>(307) 575-5236 ~ <a href="mailto:logan@clarklandbrokers.com">logan@clarklandbrokers.com</a></td>
</tr>
<tr>
<td>Torrington, WY 82240</td>
<td>Licensed in WY, MT, SD &amp; ND</td>
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<tr>
<th>Douglas, WY Office</th>
<th>Scott Leach - Associate Broker</th>
</tr>
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<tbody>
<tr>
<td>PO Box 1395, Douglas, WY 82633</td>
<td>(307) 331-9095 ~ <a href="mailto:scott@clarklandbrokers.com">scott@clarklandbrokers.com</a></td>
</tr>
<tr>
<td>1878 N Glendo Hwy, Glendo, WY 82213</td>
<td>Licensed in WY, SD &amp; NE</td>
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<thead>
<tr>
<th>Greybull, WY Office</th>
<th>Ken Weekes – Sales Associate</th>
</tr>
</thead>
<tbody>
<tr>
<td>3625 Greybull River Road, PO Box 806</td>
<td>(307) 272-1098 ~ <a href="mailto:kenweekes@gmail.com">kenweekes@gmail.com</a></td>
</tr>
<tr>
<td>Greybull, WY 82426</td>
<td>Licensed in WY</td>
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</table>
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 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.

**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 FIDELITY 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 __________