



**CLARK & ASSOCIATES  
LAND BROKERS, LLC**

Specializing in Farm, Ranch & Recreational Properties

*Proudly Presents*



***DOUGLAS QUARRY AND RANCH***  
*Douglas, Converse County, Wyoming*

## LOCATION & ACCESS

The Douglas Quarry and Ranch is located 6 miles southwest of Douglas, Wyoming via Highway 91.

Several towns and cities are easily accessible from the ranch:

- Douglas, Wyoming (population 6,500) 6 miles northeast
- Casper, Wyoming (population 55,316) 50 miles northwest
- Cheyenne, Wyoming (population 59,466) 130 miles southeast
- Denver, Colorado (population 701,621) 230 miles southeast

## SIZE & DESCRIPTION

The Douglas Quarry and Ranch is located in the hard grass country of central Wyoming approximately six miles southwest of Douglas. This 1,331.44± acre property has a variety of current and potential uses.

Currently, the Douglas Quarry operates on approximately 36± acres of the property. The quarry is centrally located on the ranch and produces several types of aggregate products for a wide variety of construction industries. A lease, including a Material Lease and Mining Agreement, on the quarry is active through August 7, 2034. Access to the quarry is provided via a good private gravel road off of Highway 91.

The ranching operation is comprised of approximately 731.44± deeded acres of grazing land, with an additional 600± acres of mountain land. The diverse topography of pine and cedar tree-covered ridges and heavily sodded native grass pastures provide natural beauty along with grazing for livestock and excellent habitat for wildlife including elk, mule deer, antelope, and upland birds.

Water is provided to the property via three wells, along with three reservoirs, two of which are actively being used. There are also season springs located throughout the ranch and Bed Tick Creek is a seasonal creek on the property. The property is fenced into five pastures for easy management, with each pasture having access to stock water.

The southern portion of the ranch consists of rougher topography, ideal for hunting and outdoor recreation. The property includes four landowner tags; two for elk and two for deer. Elevations on the property range from 5,120 to 6,380 ft about sea level.



## QUARRY OPERATIONS

Located west of Douglas, the Douglas Quarry operates on 160-acre tract of land that contains roughly 200 million tons of 98%+ pure quartzite. Of the 200 million tons, there are approximately 75 million tons that contain the necessary 98%+ pure silica quartzite, to produce high quality Frac sand. With Excellent access the Casper Formation, the Douglas Quarry has optimal conditions for mining high quality material through surface techniques. These resources, especially the industrial sand, are ideally suited for local construction aggregates.

Operated as a private mining operation by the surface owner with a split estate, there is a Bureau of Land Management Minerals Materials Contract effective through August 7, 2034 with permitted extraction of up to 1 million tons per year. The contract has provisions for additional renewals, enabling long-term production. A copy of this contract will be made available upon request.

Under the current Environmental Assessment there are 36 acres that are considered active mine with 19 acres disturbed and 2 acres reclaimed. The recent production year included 160,000 tons of crushed and sized aggregates, which is consistent with previous annual output and a growing market.

Given that the mine plan shows quarrying in an area less than 20 acres, there is ample opportunity to increase the quarry size as the resources are present for a much longer mine life.



## CARRYING CAPACITY / RANCH OPERATIONS

The Douglas Quarry and Ranch is owner rated at approximately 40 head of cattle year-round with supplemental feed in the winter months.

*Note: carrying capacity can vary due to weather conditions and management practices.  
Interested parties should conduct their own analysis.*



## REAL ESTATE TAXES

According to the Converse County assessor's office, the real estate taxes for the Douglas Quarry and Ranch are approximately \$1,284.28 per year.

## MINERAL RIGHTS

Any and all mineral rights associated with this property owned by the seller, if any, shall transfer to the buyer at closing.

## IMPROVEMENTS

Improvements to the Douglas Quarry and Ranch include:

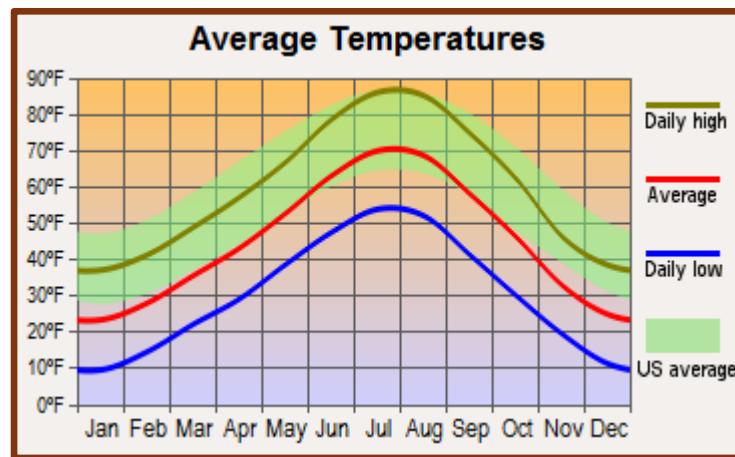
- 1 story shop-home constructed in 2006 and consisting of one bedroom, one bathroom with laundry room, and an open floor plan consisting of kitchen, dining room, living room and wood burning stove with an enclosed porch.
- Office building with bathroom and storage space, constructed in 2007.
- 70' Truck Scale with office space.
- Roping arena
- Livestock Corrals which include multiple loafing sheds for livestock shelter
- Labor Housing Unit constructed in 2007 consists of one bedroom and two bathrooms with laundry room.
- 2 small cabins that are currently used as storage.
- Tack Shed constructed in 2007 and located near the corrals.
- Tool Shed located off the residence and is used for storage.





## 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 14.4 inches including 58.7 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](http://www.city-data.com).

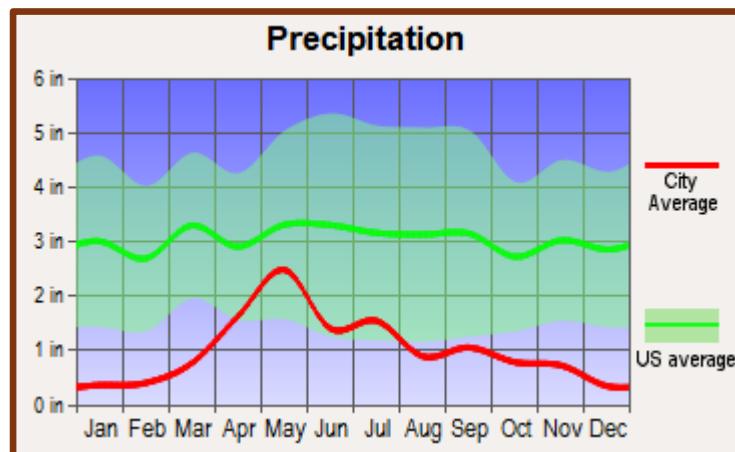


## STATE OF WYOMING

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.

## COMMUNITY AMENITIES

**Douglas, Wyoming**, population 6,500, 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.

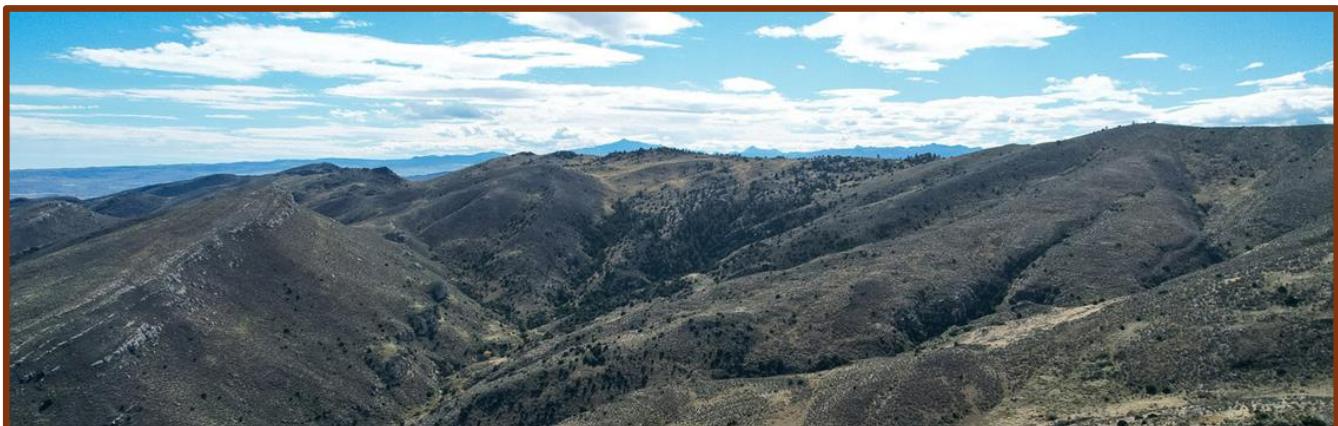
The Converse County seat is located along the North Platte River where the Oregon, Bozeman, and Mormon Trails crisscross with the Pony Express route. Douglas remained a small ranching community of about 2,000 until the late 1970s when coal, oil and uranium production became a driving force in the economy.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

**Casper, Wyoming** is located in central Wyoming and is the second largest city in the state. Casper is the county seat of Natrona County and in addition to city and county government offices, it also has several federal government offices including a branch office of the 10th Circuit Federal Court, Social Security Administration, and the Federal Bureau of Investigation to name a few. The official website for the City of Casper at [www.casperwy.gov](http://www.casperwy.gov) states the following:

Casper is a great place to relax and have fun. The Casper Events Center is the largest indoor venue in the state; it draws in national artists and concerts on a regular basis, seats up to 9,500 people at a time and attracts more than 250,000 visitors each year.

If you prefer downhill skiing, Casper is home to the Hogadon Ski Area, which offers 14 trails and over 600 feet of vertical drop. The city boasts 42 parks, a large recreation center, an ice arena and an indoor aquatics center. The city also offers nine family sports leagues featuring 500 teams totaling 5,268 players. The city also is the home to four golf courses, including the 27-hole Municipal Golf Course. It also boasts five museums, two minor league sports teams, the Stuckenhoff shooting range, and the Central Wyoming Symphony Orchestra.

Casper is the site of the Central Wyoming Fair & Rodeo which is held annually during the second week of July featuring PRCA rodeo action, carnivals, 4-H and open exhibits and concerts. The National Collegiate Rodeo Finals are also held in Casper in June of each year and showcase the best of the nation's young college rodeo stars.



## AIRPORT INFORMATION

The Converse County 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](http://www.flyskyway.com).

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

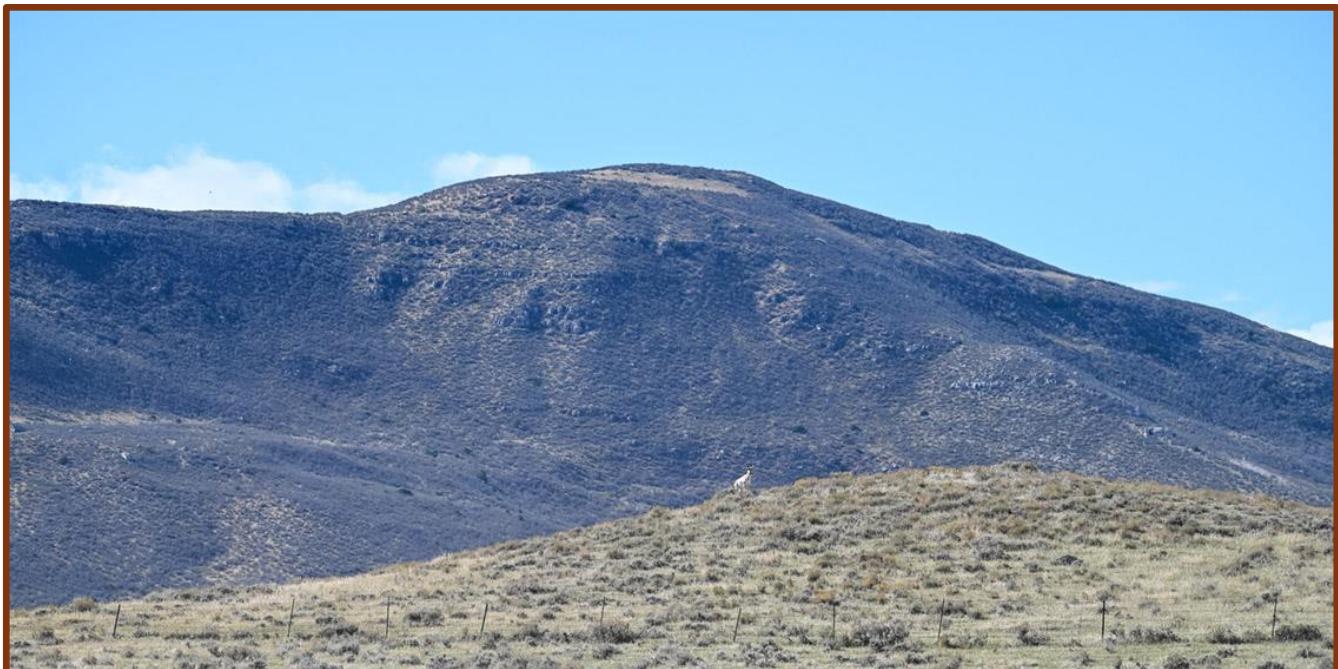
**Casper, Wyoming:** Delta and United provide daily air service with connections to Denver, and Salt Lake City, Utah, while Allegiant provides service to select locations from the Natrona County International Airport. This airport also has charter flights and rental cars available. For more information, please visit <http://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 170 national and international destinations. For more information, visit the official web site for Denver International Airport: <http://www.flydenver.com>.

## RECREATION & WILDLIFE

The southern portion of property, with its rougher terrain and higher elevations provide ample recreational and wildlife opportunities. The property includes two landowner tags for elk and two for deer.



## OFFERING PRICE

**\$12,995,000**

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 the 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 \$400,000 (Four Hundred 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.



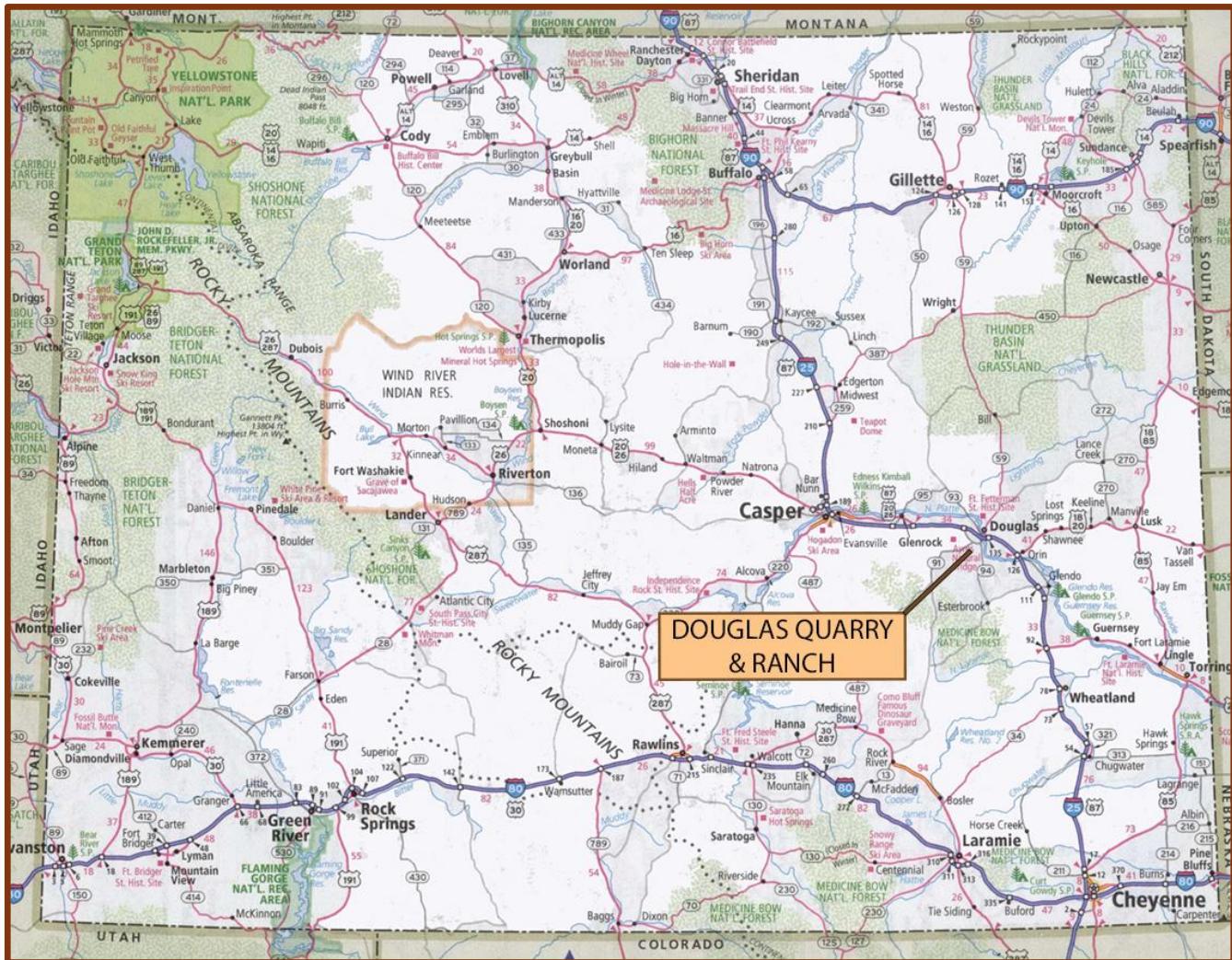
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Clark & Associates Land Brokers, LLC is pleased to have been selected as the Exclusive Agent for the Seller of this outstanding offering. All information has been obtained from sources deemed reliable by Clark & Associates Land Brokers, LLC; however, 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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## STATE LOCATION MAP



### NOTES

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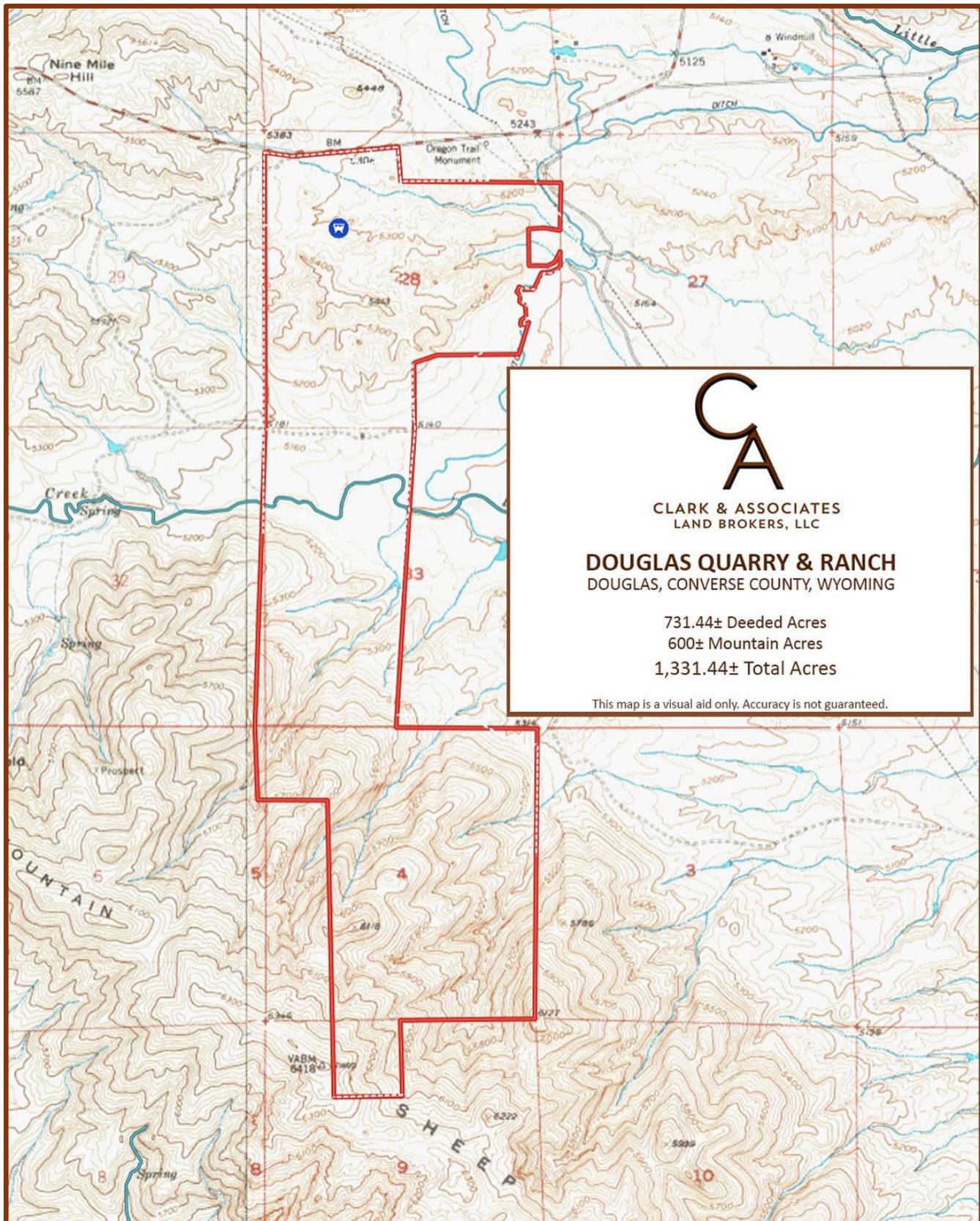


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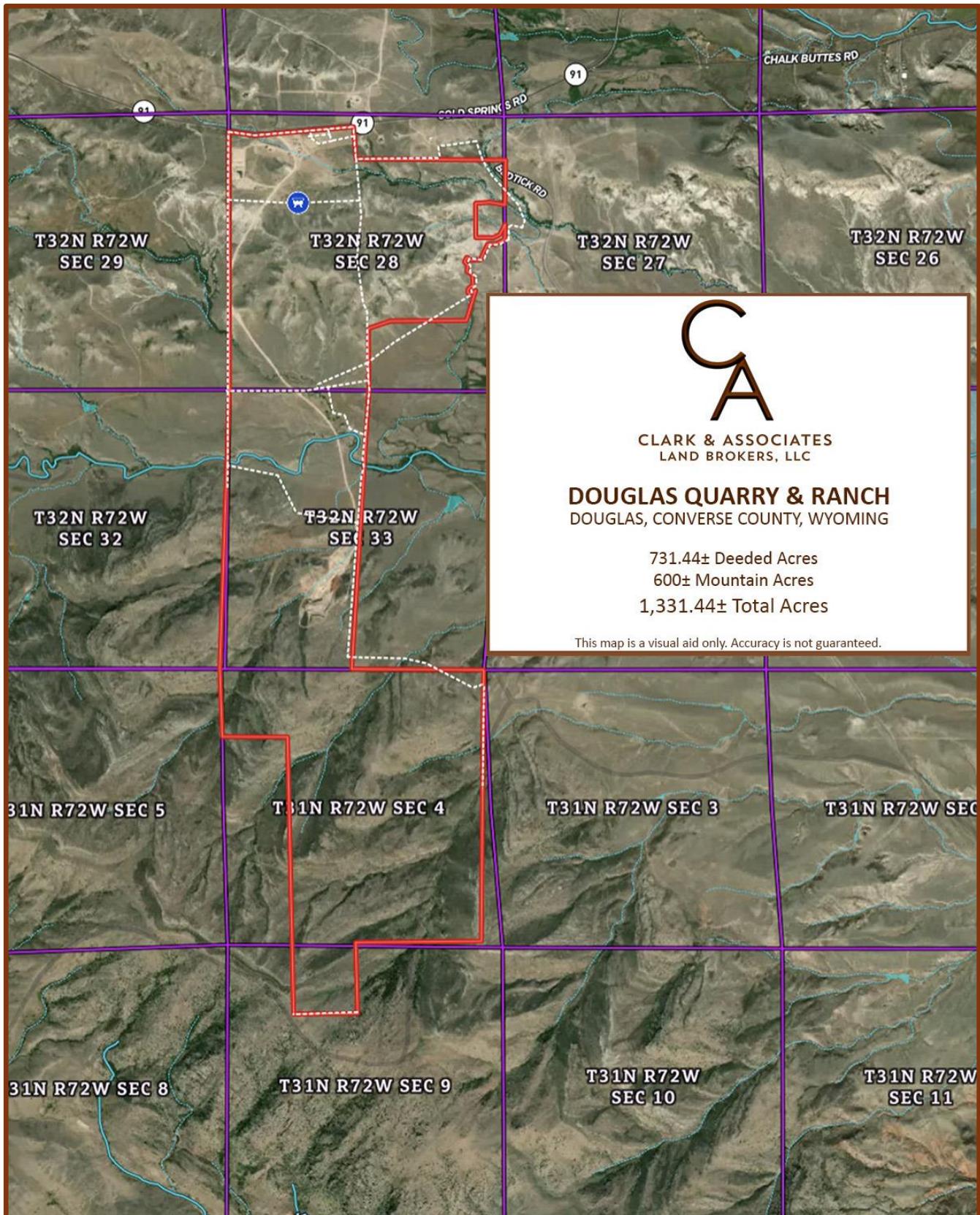


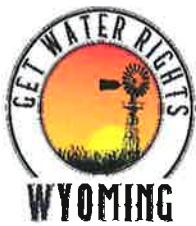
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## DOUGLAS QUARRY & RANCH TOPO MAP



## DOUGLAS QUARRY & RANCH ORTHO MAP





## Get Water Rights Wyoming

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

October 31, 2025

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

Re: Douglas Quarry - E2: E2W2: NW4NW4: S4 T31 R72: 519.82 ACRES NE4NW4: S9 T31 R72: 40.00 ACRES TOTAL ACRES 559.82 PT.N2N2: PT.S2N2: SW4: PT.SE4: S28 T32 R72: 424.64 ACRES W2: S33 T32 R72: 320.00 ACRES TOTAL ACRES 744.64 MINERAL PRODUCTION SW; S33 T32 R72 40.00 ACRES NE4NW4: S28 T32 R72: 26.979 ACRES 1,331.439 Total Acres

Dear Mr. Clark,

A search of the State Office e-permit system was conducted and the records in the State Engineer's Office for the attached land description. The following are the water rights were found in the records for the attached land description:

## SURFACE WATER

### Permit No. 18365D

Brockway Number 2 Ditch, Priority Date: March 5, 1934. Certificate Record No. 58, page 49; Order Record No. 10, page 289; Proof No. 22771. Source: McPherson Draw, trib Bed Tick Ck, trib North Platte R. This appropriation is for original supply irrigation for the following lands:

#### T32N, R72W

Section 33      NENW      13.00 acres

**Permit No. P9876S**

Gedney No. 10 Stock Reservoir, Priority Date: Feb 4, 1986. Certificate Record No. R-11, page 63; Order Record No. 32, page 379; Proof No. 34206. Source: Bed Tick Ck, trib North Platte R. This appropriation is for stock use with a volume of 11.65 ac-ft at the following location:

T32N, R72W

Section 33      SENW

## **GROUNDWATER**

**Permit No. UW 80219**

Huxtable #2 Well, Priority Date: July 14, 1989. Source: Groundwater. This permit is for stock Watering at 4 gpm at the following location:

R332N, T72W

Section 33      NENW

**Permit No. UW 132999**

Huxtable 5 Well, Priority Date March 12, 2001. Source: Groundwater. This permit is for domestic use and stock watering at 24 gpm at the following location:

R32N, T72W

Section 28      NWNW

**Permit No. UW 192847**

Enl. Huxtable #2 Well, Priority Date: Sept 2, 2005. Source: Groundwater. This permit is for miscellaneous (dust control & gravel crushing) at 25 gpm and an annual volume of 1,679,000 gallons at the following location:

R32N, T72W

Section 33      NENW

The dust control appears to have expired in 2015.

I also found wells, Huxtable #10-#14 which expired in 2011 and were for domestic use and were in the NENE of Section 28, 32N, 72W.

These are records found in the State Engineer's Office and Board of Control records as of October 31, 2025, 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.

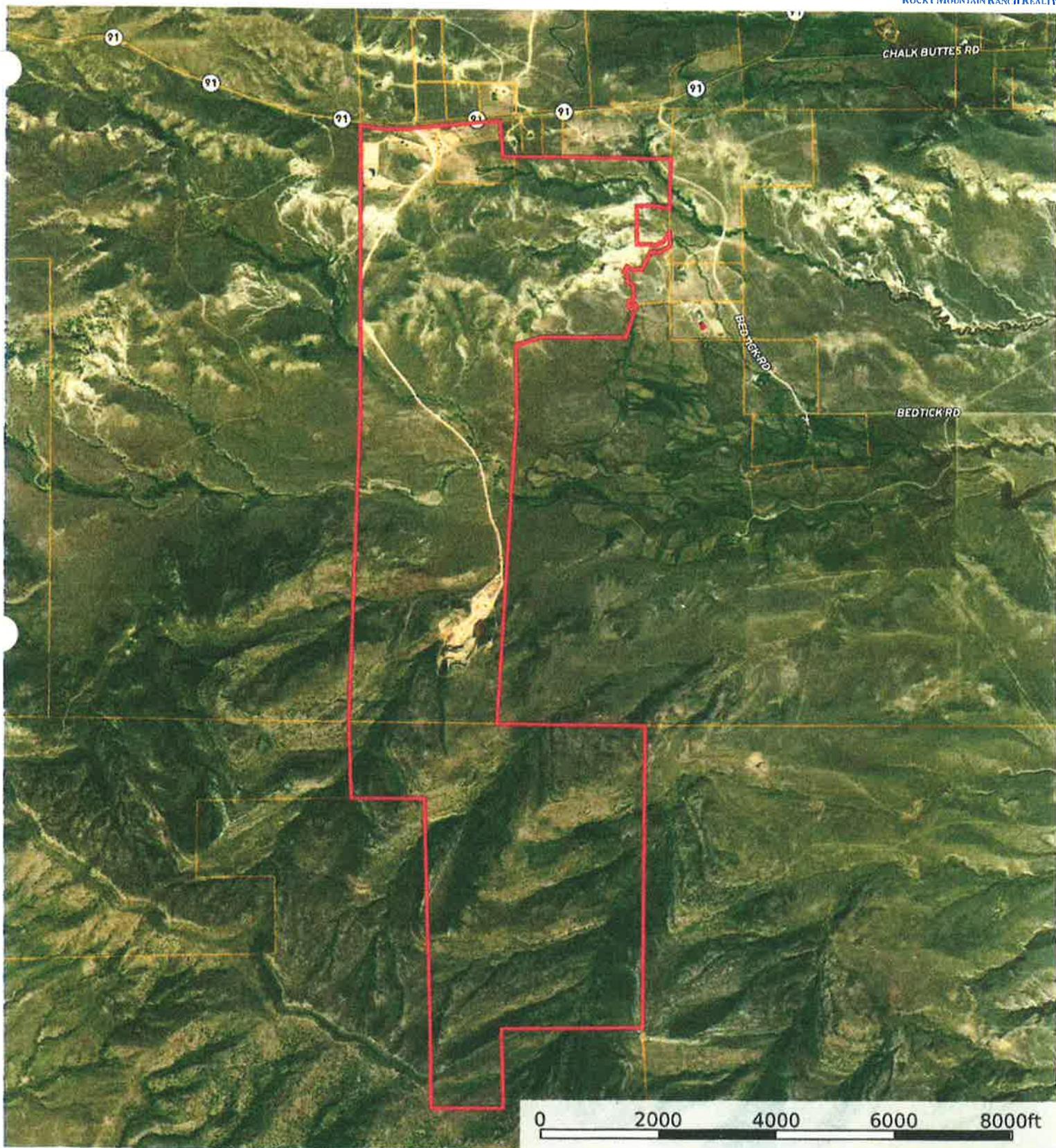


John R. Barnes, President  
Get Water Rights Wyoming

## Huxtable

Converse County, Wyoming, AC +/-

**RMR**  
ROCKY MOUNTAIN RANCH REALTY



Jeanna Fry

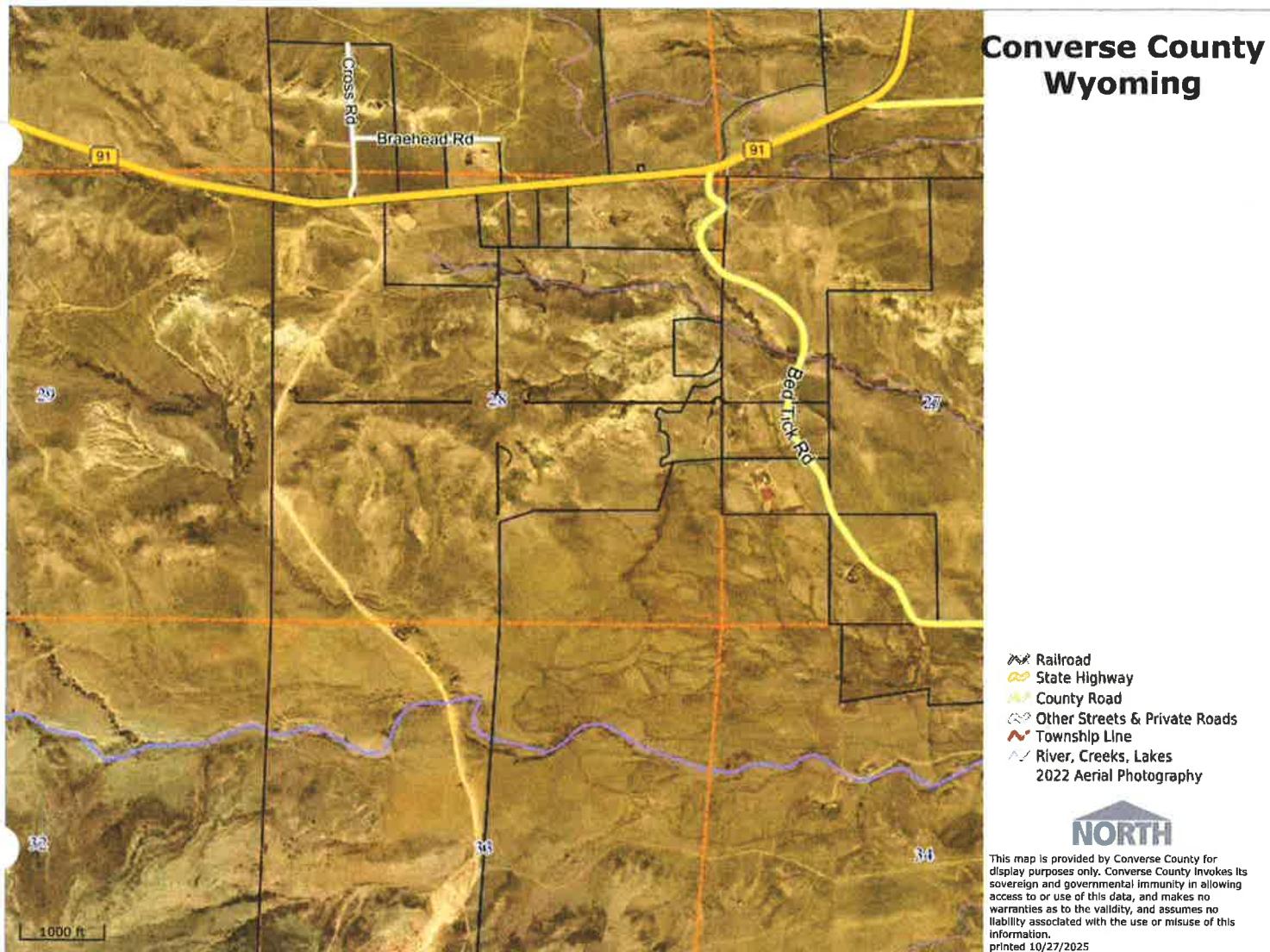
P: 406-259-6666

[www.rockymtnranch.com](http://www.rockymtnranch.com)

2101 Overland Ave Billings, MT 59102



The information contained herein was obtained from sources deemed to be reliable.  
Land ID™ Services makes no warranties or guarantees as to the completeness or accuracy thereof.



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



**Cory Clark**  
Broker, REALTOR®

Cell: 307-351-9556

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

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



**Mark McNamee**  
Associate Broker/Owner,  
REALTOR®

Mobile: (307) 760-9510

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

Licensed in WY, MT, SD, NE

## Clark & Associates Land Brokers, LLC

Specializing in Farm, Ranch, Recreational & Auction Properties

### Lusk, WY Office

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

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

(307) 351-9556 ~ [clark@clarklandbrokers.com](mailto: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](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

907 Ziebach Street, Lot 804 • PO Box 307  
Belle Fourche, SD 57717

### **Ronald L. Ensz - Associate Broker**

(605) 210-0337 ~ [ensz@rushmore.com](mailto: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](mailto: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](mailto: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](mailto: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 FIELTLY 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 \_\_\_\_\_