

# *RIVER FRONTAGE*

## *85.55 +- Acres with Privacy*



*\$575,000*



*Canyon Real Estate, LLC*  
*1327 Rumsey Ave., Cody, WY 82414*  
*Office (307)527-7092 Cell (307)250-1040*  
*Fax (307)527-7093*

[www.canyonrealestate.net](http://www.canyonrealestate.net)

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## **RIVER FRONTAGE 85.55+- Acres with PRIVACY 27.23 +- Irrigated Acres**

Located about half way between Cody and Powell

Walk or drive down the hill to fish and hunt

Borders Bureau of Rec. by the river.

3 springs on the property

Large family style kitchen - dining area, oak flooring

Approximately 1,900 square feet, single level home

Windows galore for beautiful views

Large covered deck that looks across to the river

2 Bedrooms - 2 baths

Master bath has a large jet tub

3 car attached garage - plus 2 stall car port

922 square foot 1 ½ story guest house – loft is used for 2 bedrooms

Loafing shed attached to the side of guest house, 576 sq.ft. with stalls

Guest house can be converted to additional garage

Great horse set-up

240 sq.ft. shed close to the well

Taxes: \$3,793.84 +- (2014)

Wildlife paradise

Corrals and storage building

Close to Northwest College in Powell

Only minutes to the regional airport in Cody

Only 1 hour, 45 minutes to Billings, Montana

Cedar-sided home built by Tom Quick, guest house done by Kenny Gasch.

**Quality, privacy, views & river frontage.**

CONTACT: **Kathi Charles, Sales Associate**

Property Management

Canyon Real Estate, LLC

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Cody, WY 82414

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*“Let Me Open The Door For You”*



*Front of Home*

*Open Kitchen  
&  
Dining Area*



*Kitchen*







*Beautiful Oak Floors*



*Wood Stove*



*Living Room*







*Master Bedroom*



*Master Bath*





*Jet Tub in  
Master Bath*



*Bedroom*



*Bedroom*





*Porch on the East*

*Porch overlooks the  
Shoshone River*



*Additional View of Home  
Showing Car Port*





## *Guest House*



*View of the guest house showing the door that could be converted back to a garage or barn. The loft can be changed into hay storage.*





*Garage Door in Guest House*

*Rock Hearth for Wood Stove*



*Curtain Covering Garage Door*



*Guest House Laundry Area*



*Guest House Interior*



*Guest House Interior*





*View of  
Heart Mountain  
From Property*



*Winter Scene of Shed*



*View of Sunset*



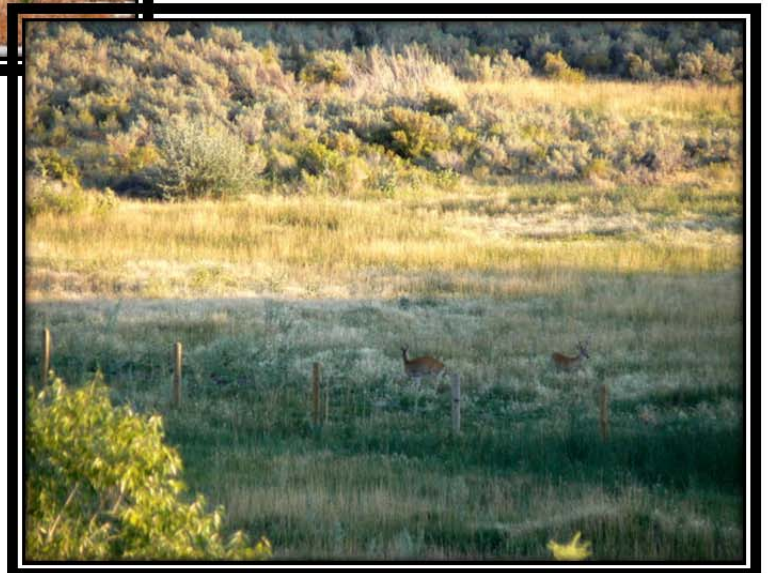
*Shoshone River & Pasture*



*Shoshone River*



*Whitetail Deer*







**HOUSE DESIGN:** 1 Story  
**# BEDROOMS:** 2  
**TOTAL # BATHS:** 2  
**APX YEAR BUILT:** 1992  
**APX TOTAL SQFT:** 1909  
**ADDITIONAL LIVING UNITS:** Yes  
**BASEMENT:** No

**AREA:** Powell Out of Town  
**NEIGHBORHOOD:** Between Cody&Powell  
**SUBDIVISION:** None  
**SCHOOL DISTRICT:** Park County District #1  
**APX MILES FROM TOWN:** 15

**APX ABOVE GRADE SQFT:** 1909    **APX BELOW GRADE SQFT:** 0    **# FULL BATHS:** 2    **# HALF BATHS:** 0    **# 3/4 BATHS:** 0  
**AVG WATER/MO \$:** 0

**NATURAL GAS COMPANY:** Energy West    **ELECTRIC COMPANY:** Garland Light/Power  
**SEWER:** Septic    **PRIMARY WATER TYPE:** Well    **COOLING TYPE:** Window Unit(s)  
**PRIMARY HEAT:** Forced Air    **PRIMARY FUEL TYPE:** Natural Gas  
**ASSESSMENT \$:** 0    **HOA:** No    **IRRIGATION FEES \$:** 592.86    **OTHER \$:** 0

**BLDGTYPE:** Guest House    **BLDGTYPE2:** Shed    **BLDGTYPE3:** 0  
**BLDGSZ:** 922 sf.    **BLDGSZ2:** 240 sqft  
**BLDGYRB:** 1991    **BLDGYRB2:** 1950

Room Type:	Level:	Sz/Desc:	Room Type:	Level:	Sz/Desc:	Room Type:	Level:	Sz/Desc:
Kitchen	M		Laundry	M				
Living Rm	M		Bedroom 1	M				
Mstr Bdrm	M							
Full Bath	M							
Full Bath	M							
Laundry	M							

**ADDITIONAL ROOM INFO:** GUEST HOUSE - 1 1/2 stories, 922 sq.ft. with attached shed 576 sq.ft & stalls, and a 246 sq.ft patio. Loft area is used for 2 bedrooms. This could be converted to a garage. Home built by Tom Quick and the guest house/bunkhouse was built by Ken Gasch

**INCLUSIONS:** appliances are negotiable

**EXCLUSIONS:** nothing

**APX IRRIGATED ACRES:** 27.23    **APX DEEDED ACRES:** 85.55    **APX LOT SQFT:** 0

**TAX YEAR:** 2013    **TOTAL TAX \$:** 3746.00    **TAXED W/OTHER LAND:** No  
**PROPERTY RIGHTS:** Fee Simple    **PARCELABLE:** Yes    **ADJ TO PUBLIC LAND:** No    **RIVER/STREAM FRONT:** Yes

**DETAILED ZONING:** Park Co - 40 Acres (GR-40)

**SELLER FIN:** No    **DISCLOSURES:** No

**LEGAL DESCRIPTION:** 85.55 AC. DES. AS: BEG. AT COR. #4 OF LOT 48 & COR. #5 OF LOT 69, THENCE W. 419.97', N.1020.39', E. 300', N. 300', E. 571.22', S.59\*51'26E. 560.68', S.27\*59'15E. 817.92' TO THE E. LINE OF LOT 48, THENCE S.1635', W.1317.84' TO COR. #3 OF SAID LOT & N. 1318.28' TO POB T54 R100 (DES. FOR ASSESSMENT PURPOSES ONLY- REF. DOC.#2010-4015 FOR EXCEPTION - BSR/KM/PKM) SEE R.O.S. H-223

**CONSTRUCTION:** Frame  
**EXTERIOR SIDING:** Cedar  
**ROOF:** Composition Shingle

**HEATING STOVE TYPE:** Wood  
**FIREPLACE TYPE:** None  
**INTERIOR FEATURES:** Ceiling Fan(s), Garage Door Opener, Mud Room, Vaulted Ceiling(s), Wood Floor

**GARAGE/TYPE STALLS:** Attached-3 Stalls, Carport-2 Stalls  
**EXTERIOR FEATURES:** Acreage Fenced, Corrals, Deck, Fishing, Guest House, Horse Property, Hunting, Loafing Shed, Mountain View, Recreational, River Frontage, Shop, Storage Building  
**PROPERTY ACCESS:** State Highway

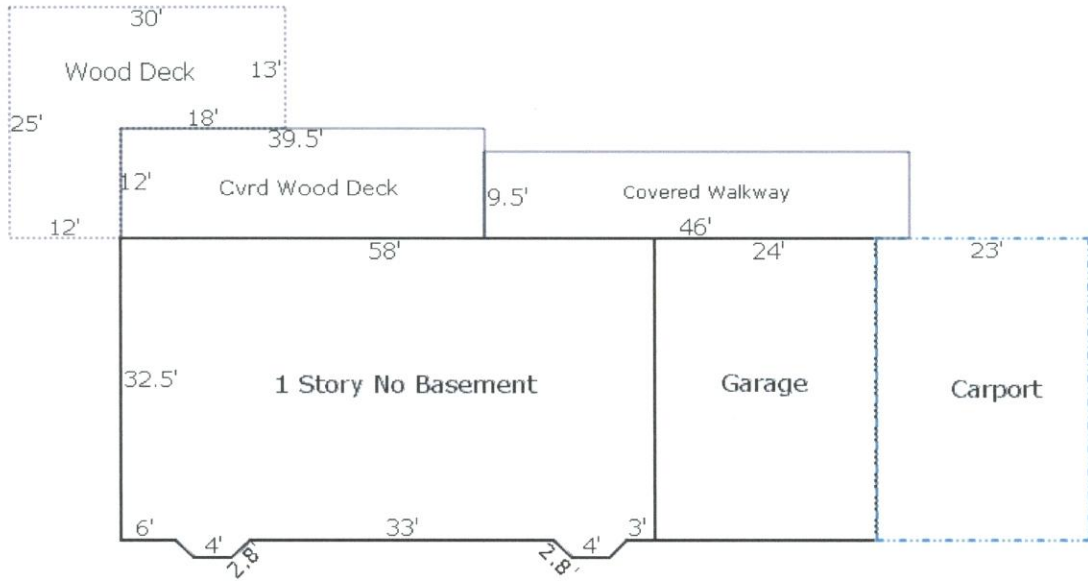
**COMMENTS:** 85.55+- acres with mtn views and seclusion. Wildlife abounds. River frontage for fishing and a great fenced horse property with corral. Spacious home with views out every window. Access from State Hwy to a private road. Borders Bureau of Rec. by the river. 1 1/2 story Guest house with attached lean to (16x36) and concrete patio (12x20), shed - 240 sq.ft.

**DIRECTIONS TO PROPERTY:** Near mile marker 15 and Lane 14 on the left from Cody side. Property is on the right side of road.

**SUBJECT TO 1031:** No

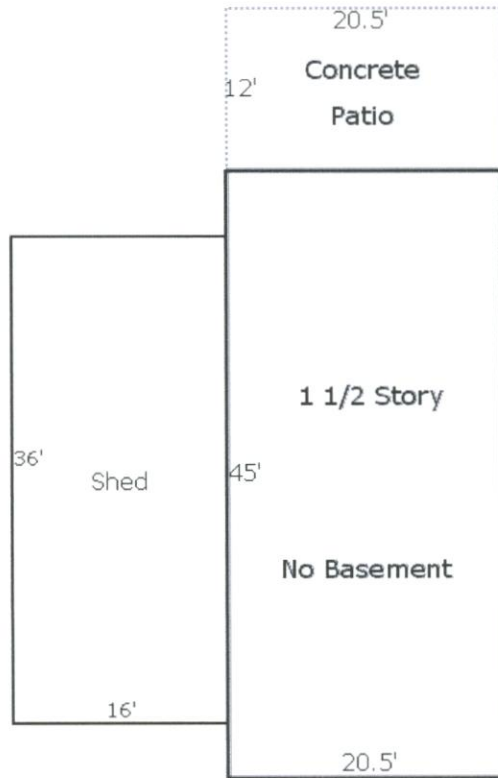
**OFFICE NAME:** Canyon Real Estate, LLC (#.46)





Sketch by Apex Medina™

Main House



Sketch by Apex Medina™

*Guest House*



# Park County Wyoming MapServer



- Highways
- County Roads
- Lot and Parcel Lines
- Rivers, Creeks, Lakes
- Incorporated Towns



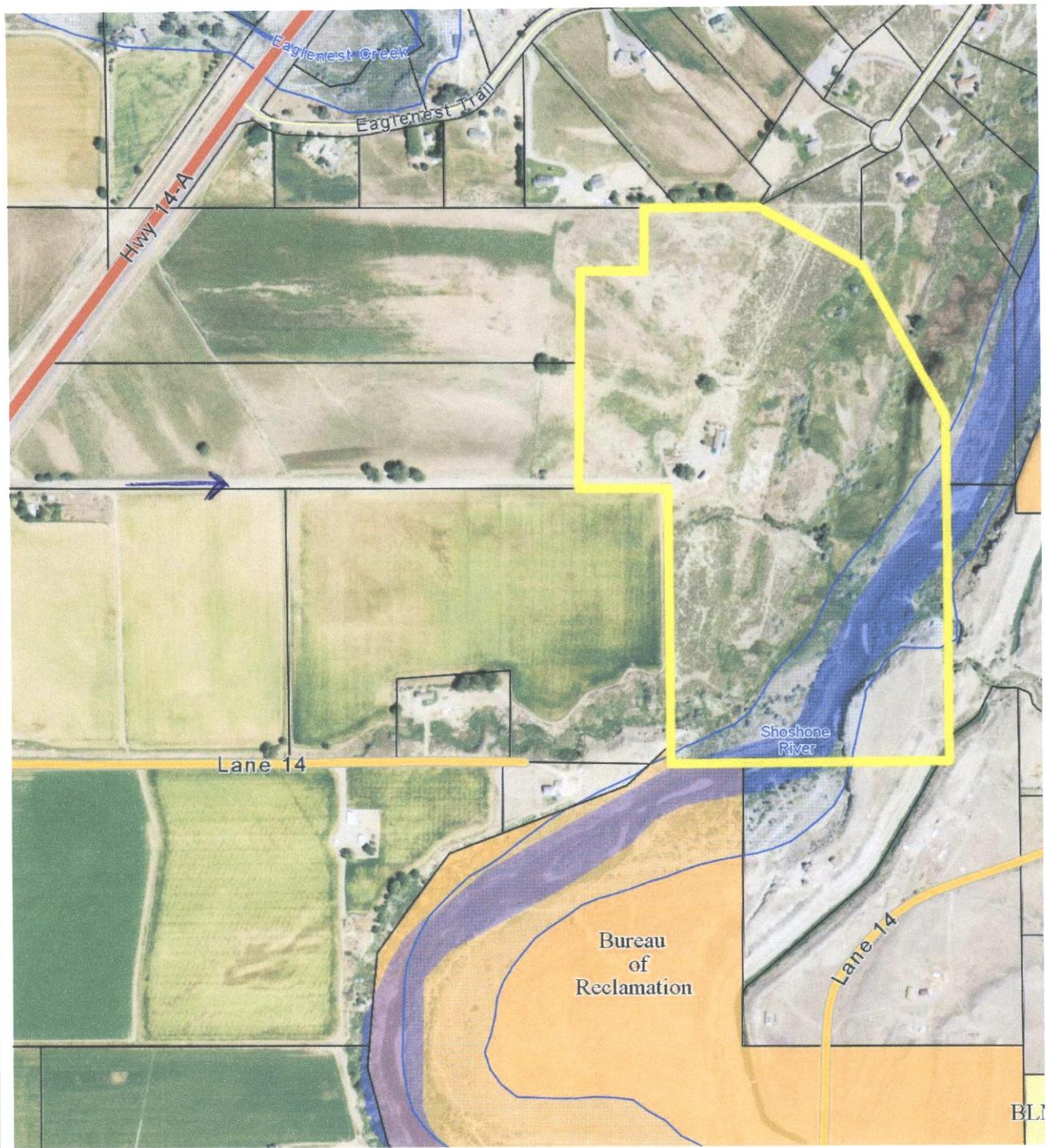
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Thursday, October 24, 2013

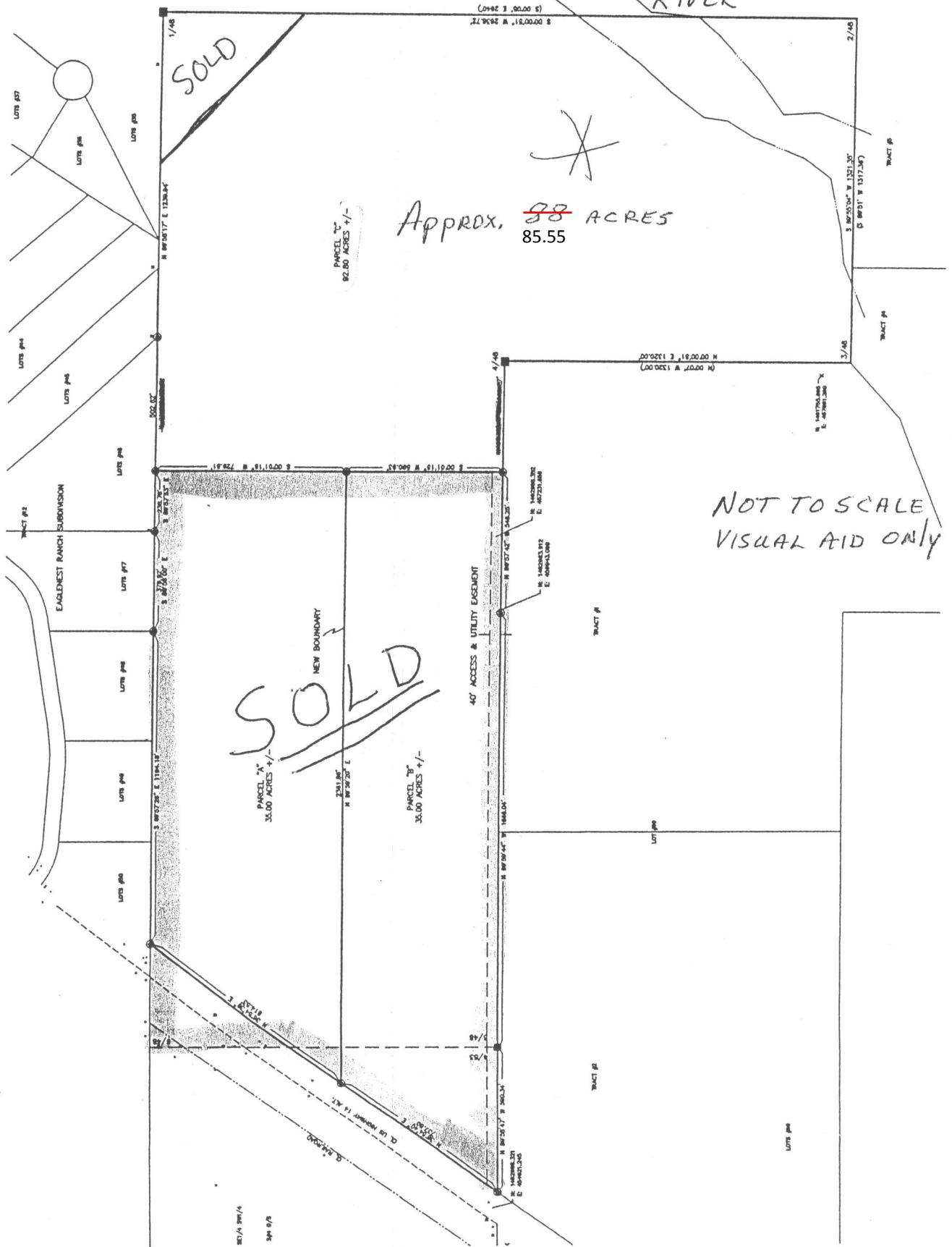
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# Park County Wyoming MapServer





CAMPBELL & ASSOCIATES  
 LAND SURVEYORS  
 CODY, WYOMING



Scale 1" = 300'

NOT TO SCALE  
 VISUAL AID ONLY

Approx. ~~88~~ ACRES  
 85.55



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**IMPORTANT NOTICE**  
**Canyon Real Estate LLC**  
**(Name of Brokerage Company)**  
**REAL ESTATE BROKERAGE DISCLOSURE**

When you select a Real Estate Brokerage Firm, Broker or salesperson (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 or Seller)

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 either 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 an 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, Broker has duties to disclose to the Buyer certain information; therefore, the Seller should not tell 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 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.



- disclose Buyer's intent to occupy property as primary residency.

As Intermediary, Broker will disclose all information to each party, but will not disclose the following information without your informed consent:

- that you may be willing to agree to a price different than the one offered;
- 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 Broker wants to look at or submit an offer on property Broker has listed as an agent for the Seller, the Seller and the Buyer may consent in writing to allow Broker to change to an Intermediary (non-agency) relationship with both the Buyer and the Seller. Wyo. Stat. § 33-28-307.

An established relationship cannot be modified without the written consent of the Buyer or the Seller. The Buyer or Seller may, but are not required to, negotiate different commission fees as a condition to consenting to a change in relationship.

**Designated Agent.** (requires written designation by the brokerage firm and acknowledgement by the Buyer or Seller)

A designated agent means a licensee who is designated by a responsible broker to serve as an agent or intermediary for a Seller or Buyer in a real estate transaction. Wyo. Stat. § 33-28-301 (a)(x).

In order to facilitate a real estate transaction a Brokerage Firm may designate a licensee as your agent or intermediary. The Designated Agent will have the same duties to the Buyer and Seller as a Buyer's or Seller's Agent or Intermediary. The Broker or an appointed "transaction manager" will supervise the transaction and will not disclose to either party confidential information about the Buyer or Seller. The designation of agency may occur at the time the Buyer or Seller enters into an agency agreement with the Brokerage Firm or the designation of agency may occur later if an "in house" real estate transaction occurs. At that time, the Broker or "transaction manager" will immediately disclose to the Buyer and Seller that designated agency will occur.

**Duties Owed by An Agent But Not Owed By An Intermediary.**

**WHEN ACTING AS THE AGENT FOR ONE PARTY (EITHER BUYER OR SELLER), BROKER HAS FIDUCIARY DUTIES OF UTMOST GOOD FAITH, LOYALTY, AND 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 OR 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 ACKNOWLEDGMENT, 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 relationship 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 \_\_\_\_\_ (date), I provided  (Seller)  (Buyer) with a copy of this Real Estate Brokerage Disclosure and have kept a copy for our records.

Brokerage Company Canyon Real Estate LLC

By Kathi Charles

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's Signature \_\_\_\_\_ Seller's Signature \_\_\_\_\_

Seller's Signature \_\_\_\_\_ Seller's Signature \_\_\_\_\_