

# *CODY WYOMING DUPLEX*

## *UNIT 2*



*\$725,000*



*Canyon Real Estate, LLC*  
*1327 Rumsey Ave., Cody, WY 82414*  
*Office (307) 527-7092 Cell (307) 272-4114*  
*Fax (307) 527-7093*  
[www.canyonrealestate.net](http://www.canyonrealestate.net)

INFORMATION ON THIS PROPERTY WAS OBTAINED FROM SOURCES OTHER THAN THAT OF CANYON REAL ESTATE, LLC, AND IS DEEMED TO BE RELIABLE, BUT IS NOT GUARANTEED BY EITHER THE SELLER OR THE SELLER'S AGENT. THIS OFFERING IS SUBJECT TO CORRECTION, WITHDRAWAL, PRIOR SALE, OR PRICE CHANGE WITHOUT PRIOR NOTICE.



1105/1107 31<sup>st</sup> Cody, Wyoming 82414

*Check out this quality investment property, located in a growing, yet well-established area of Cody. Ideal as an investment, or an owner-occupied duplex letting your tenant cover most of the mortgage! This is one of three duplexes, constructed in 2003 and renovated in 2022, being offered separately or as a package deal! The Seller has recently taken the time to renovate every duplex, removing them from the rental market just long enough to properly renovate each one, to provide future residents with enduring high-quality homes. It is within a short walking distance of Sunset Elementary School, an easy walk to Cody Middle School, and just minutes to downtown Cody, and a short drive to Yellowstone National Park.*

*The size of these residences is misleading from the outside, while impressively spacious inside. The main (ground) level features a living room with vaulted ceiling, flowing into the open concept dining room/kitchen plus a pantry, two large bedrooms and one full guest bathroom. From the kitchen and/or garage, there is direct access to the backyard which offers a covered patio. The one-car garage completes the main level, with each unit's garage providing the separating wall between each residence. The upstairs offers an impressive master suite with a vaulted ceiling, full bathroom, and a huge walk-in closet. The basement offers an expansive family room, plus one more bedroom, a full bathroom that includes laundry hook ups, plus a large storage/utility room.*

*Recent updates to each unit include: all new stainless-steel appliances, new LVP or luxury laminate high quality flooring to replace or augment quality carpeting, fresh paint throughout each unit, and updated bathrooms. Radon mitigation was implemented in 2021. The roof was replaced in 2018, with a top-notch 25 year warranty. The original steel siding (2003) has a 50 year warranty. Each yard has a mature lawn, sustained by an automatic in-ground sprinkler system. Each duplex offers at least six off-street parking spaces, in addition to the parking pad in front of each garage.*

*Both units of this duplex are occupied. Pets are additional; currently only dogs are allowed, on a conditional basis.*

*This offering is currently owner-managed, and a vacant residence is available for showing with short notice; leased residences require at least 24-hour notice to the tenant via the owner. This duplex is being offered for sale in conjunction with or separate from the other two adjacent duplexes.*





*Duplex Unit 2*



*Back Yards*



*Private Parking*





*Open Kitchen, Dining  
& Living Room  
With New Flooring*



*Kitchen  
New Appliances*





*Bedroom One*  
*Main Level*



*Bedroom Two*

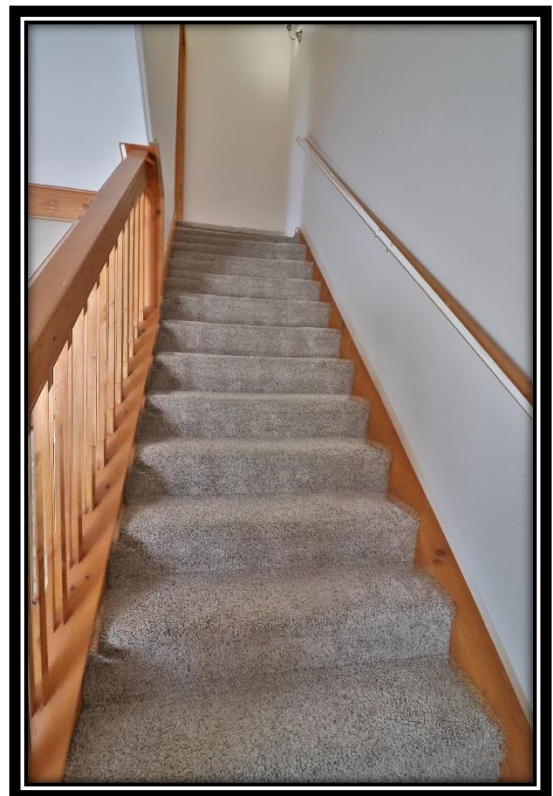




*Full Bath on Main Level*



*Stairway to Second Level*

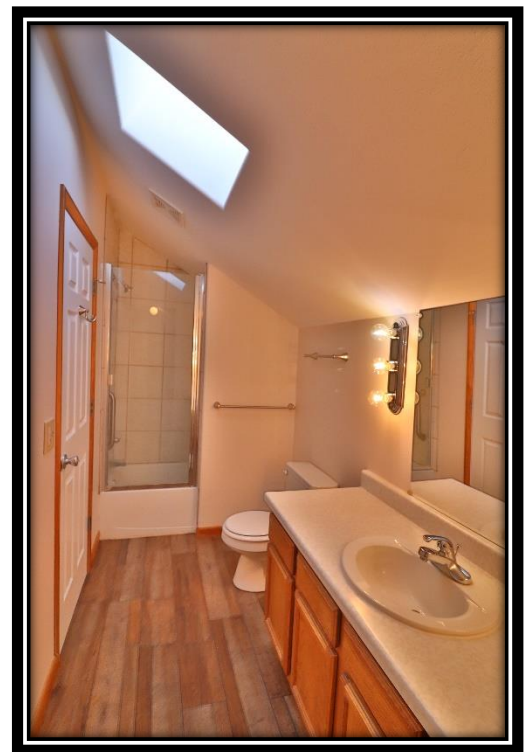




*Master Suite on Second Level*



*Walk-In  
Closet*

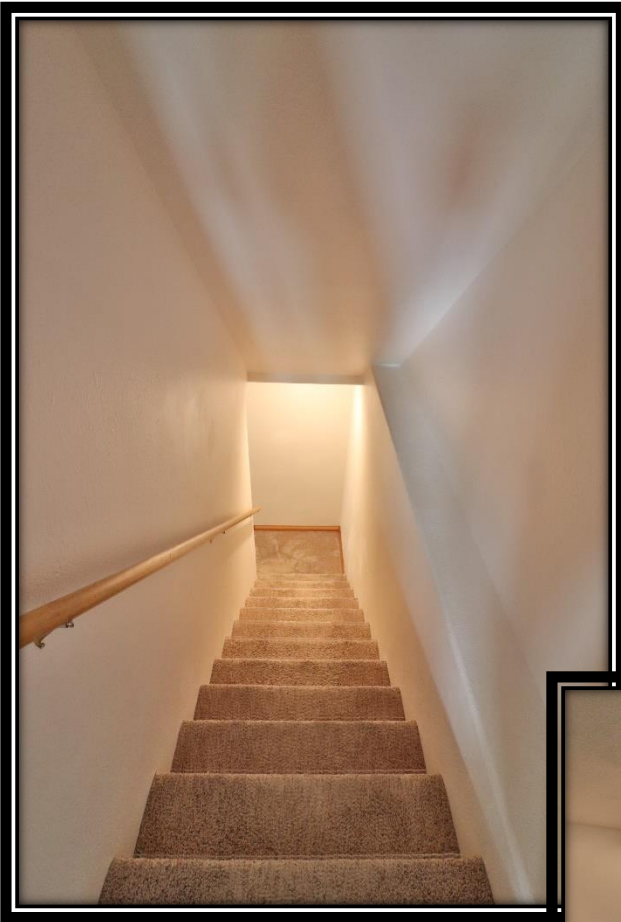


*Full Bath*



*Stairway to Basement*

*New Flooring*



*Family Room*





*Bedroom In Basement*



*Full Bath In Basement*





*1105 & 1107 31<sup>st</sup> Street*



*View of Heart Mountain*



*East Sheridan Ave*



*Sunset School*

MLS #: M10019614A (Active) List Price: \$725,000

1105/1107 31st St Cody, WY 82414



**Property Type:** Duplex  
**# Units:** 2  
**Total # Buildings:** 1  
**Apx Year(s) Built:** 2004  
**Mobiles Allowed:** No  
**Modulars Allowed:** No

**Area:** Cody in Town  
**Subdivision:** Homestead  
**School District:** Park County District #6

**Apx Total SqFt-All Buildings:** 4950 **Buildings Built Same Year:** Yes **Coin Operated Laundry:** No  
**Annual Insurance \$:** 2450.00 **Insurance Year:** 2021 **Avg Utility Cost Paid by Owner/Month:** 0.00  
**Natural Gas Company:** Black Hills Energy **Electric Company:** City  
**Sewer:** City **Primary Water Type:** City **Cooling Type:** Central Air  
**Primary Heat:** Forced Air **Primary Fuel Type:** Natural Gas  
**HOA:** No  
**Irrigation:** Yes **Irrigation Fees \$:** 24 **Irrigation Company:** City

	Unit #	Apx SqFt	Rent \$	Rent Includes Utilities	# Bedrooms	# Baths	Stove & Refrigerator Incl
Unit 1	1105	2475	2200	No	4	3	Yes
Unit 2	1107	2475	2150	No	4	3	Yes
Unit 3							
Unit 4							
Unit 5							

**Additional Structures:** Radon mitigation was completed in 2021.

**Inclusions:** refrigerator, range/oven, dishwasher, microwave, cordless blinds - in each unit

**Exclusions:** Tenants Personal Property, washer/dryer in each unit

**Apx Deeded Acres:** 0.234 **Apx Lot SqFt:** 10183.00 **Apx Irrigated Acres:** 0  
**Taxes TBD:** No **Tax Year:** 2022 **Total Tax \$:** 4331.36 **Taxed w/Other Land:** No  
**Property Rights:** Fee Simple **Parcelable:** No **Detailed Zoning:** Cody Medium-High Density Residential(R3)  
**Seller Fin:** No **Disclosures:** No

**Legal Description:** Homestead Subdivision Lot 5

**Garage/Type Stalls:** 2 Stalls, Attached  
**Exterior Features:** Fenced Yard, Patio, Sprinklers  
**Views:** Mountain(s)

**Interior Features:** Breakfast Bar, Breakfast Nook, Pantry, Skylights, Tile Floor, Vaulted Ceiling(s), Walk-In Closet(s)  
**Appliances:** Disposal

**Comments:** Investment property located in a high demand well established area of Cody, Wyoming. These units provide a quality residential experience for tenants and are well maintained. Numerous updates to each unit include: all new appliances, new flooring, fresh paint, updated bathrooms, new roof in 2018 with a 25 year warranty, steel siding in 2003 with a 50 year warranty and, they are completely landscaped with automatic sprinklers. On the main level each unit features vaulted ceilings, open kitchen/dining area, living room, pantry, 2 guest bedrooms, 1 full guest bathroom, access to backyard, covered patio and a 1 car garage. Upstairs you'll appreciate the expansive master suite with a full bathroom and a large walk in closet. Downstairs you'll find a family room, 1 guest bedroom, a full guest bath with laundry hook ups and an unfinished storage/utility room. Each unit has 2 plus off street parking spaces. Seller has taken the last several months to renovate/remodel each unit to create a high quality residential experience. The seller is currently advertising both units as leased. Pets are additional. Only dogs are allowed on a conditional basis. Currently owner managed. The units are walking distance to Sunset Elementary School, Cody Middle School and are minutes from Downtown Cody which is just a short drive to Yellowstone National Park. This unit is offered in addition to other adjacent units. Owner pays for irrigation fee.

**Directions to Property:** East Sheridan to 31st

**Subject to 1031:** No

**Office Name:** Canyon Real Estate, LLC (#46)

**Listing Office:** Canyon Real Estate, LLC (#46)

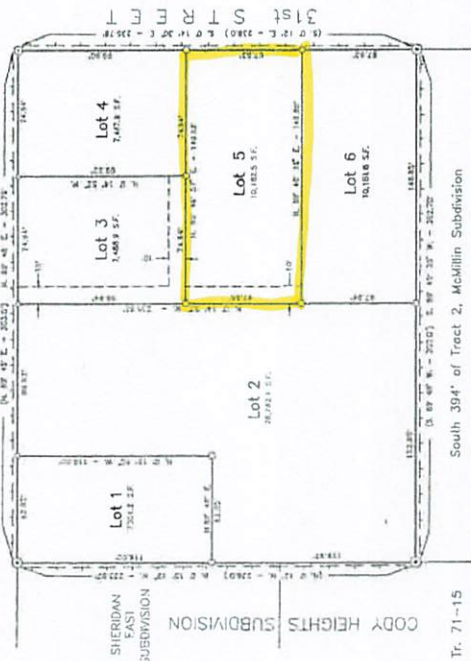
These properties were selected from the MLS Database by the agent listed herein, who may not be the listing agent. Information herein is deemed reliable but not guaranteed.



# Park County Wyoming MapServer



# EAST SHERIDAN AVENUE



PLAN

## LEGEND

Homestead Re-subdivision Boundary shown thus \_\_\_\_\_  
 Interior Lot Lines shown thus \_\_\_\_\_  
 Adjacent property lines shown thus \_\_\_\_\_  
 Utility Easements shown thus \_\_\_\_\_  
 Standard Brass Cap set this survey shown thus \_\_\_\_\_  
 Property Corners set this survey (Rebar w/TF Aluminum Cap) shown thus \_\_\_\_\_  
 2" pipe w/painted screw set in concrete found this survey shown thus \_\_\_\_\_  
 Bearing and/or Distance of Record (Recorded Plots) shown thus \_\_\_\_\_  
 Bearing and/or Distance obtained this survey shown thus \_\_\_\_\_

## PLANNING AND ZONING COMMISSION CERTIFICATE

This Plat is recommended for approval by the City Planning and Zoning Board, Cody, Wyoming, on this 23rd day of December, 1993.

Attest: W. Brown Secretary  
James S. Smith Chairman

## CERTIFICATE OF DEDICATION

I, the undersigned, hereby certify that I am the owner and proprietor of all of Tract 1 and Tract 2, comprising the South 394 feet interest, of the McMillin Subdivision according to the recorded plat thereof.

That I have caused said land to be surveyed and plotted as shown herein as the Homestead Subdivision, a re-subdivision of Tract 1 and part of Tract 2 of the McMillin Subdivision, and that I have caused the same to be surveyed and plotted as shown herein as the Homestead Subdivision, and that I hereby dedicate and set apart the ability interests shown herein to the use of the general public forever. I hereby release and relinquish all rights of Homestead.

In witness whereof, I have hereunto set my hand this 27th day of December, 1993.

State of Wyoming ) ss  
 County of Park )  
 I, Jack T. Smith  
 Notary Public

The foregoing Certificate of Dedication was attested before me by Les Jean Underwood this 27th day of December, 1993.  
 Witness my hand and official seal.  
 My commission expires: 12-12-95

## CERTIFICATE OF SURVEYOR

I, Richard C. Smith, of Park County, Wyoming, hereby certify that during the period from May 25, 1993 to August 30, 1993, the Homestead Subdivision was surveyed by me and that I have caused the same to be surveyed and plotted as shown herein as the Homestead Subdivision, a re-subdivision of Tract 1 and part of Tract 2 of the McMillin Subdivision, and that I have caused the same to be surveyed and plotted as shown herein as the Homestead Subdivision, and that I hereby dedicate and set apart the ability interests shown herein to the use of the general public forever. I hereby release and relinquish all rights of Homestead.

In witness whereof, I have hereunto set my hand this 27th day of December, 1993.

State of Wyoming ) ss  
 County of Park )  
 I, Richard C. Smith  
 Notary Public

The foregoing Certificate of Dedication was attested before me by Les Jean Underwood this 27th day of December, 1993.  
 Witness my hand and official seal.  
 My commission expires: 12-12-95

## APPROVAL

Approved this 23rd day of December, 1993 by the City Council of Cody, Wyoming.

By: James S. Smith Mayor  
Jack T. Smith

Witness my hand and official seal.

My commission expires: 12-24-94

## T. 53 N., R. 101 W.

Lot 70

WITHIN THE CITY OF CODY, WYOMING



VICINITY MAP

## COUNTY CLERK'S CERTIFICATE

This Plat was filed for the Public Record in the Office of the Clerk, Park County, Wyoming, at 1:35 p.m. on the 23rd day of December, 1993 A.D., and is duly recorded in Book E, Page Number 94.

By: James S. Smith Deputy  
James S. Smith Clerk  
 Park County Clerk

## PLAT SHOWING HOMESTEAD SUBDIVISION

A Re-subdivision of Tract 1 and part of Tract 2 of the McMillin Subdivision within Lot 70 - Reserve, T. 53 N., R. 101 W.

GRAHAM,  
 DIETZ &  
 ASSOCIATES  
 CONSULTING ENGINEERS  
 Civil Engineering  
 100 N. 1st Street  
 Cody, Wyoming 82401  
 Phone: 338-2111  
 Fax: 338-2112

Res. No. 438 & 415



**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 counter offers 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 Lance Bower

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 \_\_\_\_\_

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

This Real Estate Brokerage Disclosure was presented to Seller and Seller refused to sign above.

Broker/Licensee \_\_\_\_\_ Date \_\_\_\_\_