

*ACREAGE BORDERING
BUREAU OF RECLAMATION
LAND*



Buy One or Both Parcels



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

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.



109.34 acres with 35.3 irrigated acres. The West boundary of the property borders Bureau of Reclamation. No covenants. Build your home and have a few acres of elbow room. Great location with mountain views just minutes from Powell. Price: \$265,000



49.68 acres with 21.86 irrigated acres. The North tip of the property borders a portion of Bureau of Reclamation. Room enough to build your home and bring your horses too. Great location with mountain views just minutes from Powell. NO COVENANTS. Price: \$150,000



These two parcels can be purchased in a package deal for \$392,000 with a total of 159.02 acres. Motivated - Make an offer.







Area farmed a few years ago





*View of the City of Powell
from property*







*Fence on South end
of property*



*West of property leading
Up into the Bureau of
Reclamation Land*



Irrigation Pipe



49.68 Acres



MLS #: L10013928A (Active) List Price: \$265,000

. Road 12 Powell, WY 82435



Potential Uses: Residential, Agricultural, Recreational
Apx Deeded Acres: 109.34
Apx Irrigated Acres: 35.3
Apx Lot SqFt: 4762850
River/Stream Front: No
Topography: Flat

Area: Powell Out of Town
Subdivision: None
County: Park
School District: Park County District #1

Natural Gas Company: None
Sewer: None
Special Assessments: No
Electric Company: In Area
Primary Water Type: None
Irrigation Fees \$: 900.73
HOA: No

Description of Structures: none
Inclusions: nothing vacant land
Exclusions: vacant land
Irrig Co: Shoshone Irrigation
IrgCo\$: 0
IrgCoYr: 0

Taxes TBD: No
Tax Year: 2018
Total Tax \$: 1150.00
Taxed w/Other Land: No
Property Rights: Fee Simple
Adj to Public Land: No
Parcelable: Yes
Mobiles Allowed: Yes
Modulars Allowed: Yes
Detailed Zoning: Park Co - Powell (GR-P)

Seller Fin: No
Disclosures: No
Legal Description: See attached document
Road Access: Private
Road Maintenance: Private
Road Surface: Unpaved (Dirt/Gravel)

Property Features: Adj to Bureau of Reclamation, Horse Property, Irrigated, Mountain View, Production Ground
Type Leased Land: None
Has Structure: No

Yield Info: Hasn't been worked in a couple years
Comments: MAKE AN OFFER - No covenants - Irrigated ground in a terrific location. Build your home and have a few acres of elbow room. West side of property borders Bureau of Reclamation property. 109.34 acres with 35.3 acres of that is irrigated. The 49.68 acres next to it can be purchased in a package deal for \$392,000 and have a total of 159.02 acres to call your own. See MLS 10013927

Directions to Property: Road 11 to Lane 6, left on Lane 6 T's into Road 12. See documents
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.
MLS #: L10013928A

MLS #: L10013927A (Active) List Price: \$150,000

. Road 12 Powell, WY 82435



Potential Uses: Residential, Agricultural, Recreational
Apx Deeded Acres: 49.68
Apx Irrigated Acres: 21.86
Apx Lot SqFt: 2164061
River/Stream Front: No
Topography: Flat

Area: Powell Out of Town
Subdivision: None
County: Park
School District: Park County District #1

Natural Gas Company: None

Electric Company: In Area

Sewer: None **Primary Water Type:** None

Irrigation Fees \$: 576.83

Special Assessments: No

HOA: No

Description of Structures: none

Inclusions: nothing vacant land

Exclusions: vacant land

Irrig Co: Shoshone Irrigation

IrgCo\$: 0

IrgCoYr: 0

Taxes TBD: No **Tax Year:** 2018

Total Tax \$: 745.00

Taxed w/Other Land: No

Property Rights: Fee Simple

Adj to Public Land: No

Parcelable: Yes

Mobiles Allowed: Yes

Modulars Allowed: Yes

Detailed Zoning: Park Co - Powell (GR-P)

Seller Fin: No

Disclosures: No

Legal Description: See attached document

Road Access: Public

Road Maintenance: Private

Road Surface: Unpaved (Dirt/Gravel)

Has Structure: No

Type Leased Land: None

Yield Info: Hasn't been worked in a couple years

Comments: MAKE AN OFFER. Irrigated ground in a terrific location. NO COVENANTS. Build your home & have a few acres of elbow room. Borders Bureau of Reclamation on the north end. 49.68 acres with 21.86 acres of that irrigated. 109.34 acres next to it (which borders Bureau of Reclamation) can be purchased in a package deal for \$392,000 and have a total of 159.02 acres to call your own. (See MLS 10013928)

Directions to Property: Road 11 to Lane 6, left on Lane 6 T's into Road 12. See documents

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.

MLS #: L10013927A

EXHIBIT "A"Commitment No.: **4601-2924918**

The Land referred to in this Commitment is described as follows:

PARCEL 1: 49.68 ± AC

T.56N.,R.99W., 6th P.M., Park County, Wyoming

A parcel of land lying within Lot 14 of Section 30 and Lots 1 and 4 and the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 31, Resurvey, being more particularly described as follows:BEGINNING at the south corner of Lot 13 of said Section 30; thence S.0°05'50"W., along the easterly lines of said Lots 14, 1 and 4, 2601.06 feet to the W $\frac{1}{4}$ corner of Lot 42 of said Section 31; thence S.0°05'28"W., along the easterly line of said Lot 4, 68.82 feet; thence N.74°33'31"W. 193.77 feet; thence N.74°34'39"W. 445.12 feet; thence N.59°12'23"W. 736.20 feet to the centerline of Lateral A; thence, along the centerline of Lateral A, the following bearings and distances:

N.16°12'29"W. 45.36 feet;

N.20°18'21"E. 944.31 feet;

N.49°45'35"E. 227.83 feet;

N.35°42'08"E. 472.77 feet;

N.15°30'55"W. 193.73 feet;

N.41°16'59"E. 127.75 feet;

N.23°26'51" W. 196.72 feet;

N.35°10'38"E. 251.27 feet;

N.16°45'29"E. 220.81 feet to a point on the southwesterly line of said Lot 13; thence S.56°16'09"E., along said southwesterly line, 391.19 feet, to the POINT OF BEGINNING.

Also known as Parcel A on the Record of Survey recorded in Plat Book "I" of Plats, page 50, and Plat Book "I", page 70.**PARCEL 2:** 109.34 ± AC

T.56N.,R.99W., 6TH P.M., Park County, Wyoming

Being a parcel of land lying within Lots 2, 3, 4 and 6, E $\frac{1}{2}$ NW $\frac{1}{4}$ and E $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 31, Resurvey, being more particularly described as follows:

BEGINNING at the southwest corner of said Lot 3; thence N.0°13'00"E., along the westerly lines of said Lots 2 and 3, 2364.05 feet, to the southwesterly corner of a parcel of land described in Quitclaim Deed recorded as Document No. 2003-3375 records of said county and state; thence S.56°55'47"E., along the southerly line of said parcel of land described in said Quitclaim Deed, 2750.98 feet; thence S.59°12'23"E., along said southerly line, 36.35 feet, to the southeasterly corner of said parcel of land described in said Quitclaim Deed, said southeasterly corner also being a point in the centerline of Lateral "A"; thence, along said centerline of Lateral "A", the following bearings and distances:

S.26°49'52"E., 140.07 feet;

S.33°04'02"E., 22.71 feet;

S.41°25'25"E., 22.67 feet;

S.46°18'57"E., 63.43 feet;

S.52°07'30"E., 30.10 feet;

S.66°32'17"E., 26.27 feet;

S.76°23'03"E., 89.89 feet;

S.62°21'43"E., 24.12 feet;

S.37°34'23"E., 23.47 feet;

S.15°50'01"E., 125.97 feet;

S.6°41'59"E., 60.17 feet;

S.11°21'15"W., 25.35 feet;

S.40°41'35"W., 25.71 feet;
S.71°53'58"W., 23.30 feet;
N.83°07'47"W., 35.44 feet;
N.69°42'50"W., 245.91 feet;
N.72°50'06"W., 34.53 feet;
S.72°40'01"W., 37.32 feet;
S.46°14'34"W., 37.49 feet;
S.29°07'08"W., 54.60 feet;
S.19°14'10"W., 194.08 feet;
S.21°02'46"W., 596.88 feet;
S.17°47'43"W., 101.14 feet;
S.22°23'06"W., 37.92 feet;
S.29°04'10"W., 48.82 feet;
S.35°22'03"W., 226.55 feet;
S.43°33'39"W., 42.79 feet;
S.64°08'37"W., 48.45 feet;
S.77°33'32"W., 70.96 feet;
S.71°48'43"W., 37.71 feet, to the northwesterly corner of a parcel of land described in Warranty Deed recorded in Book 167, page 660 of said county and state; thence N.62°29'12"W., 1810.30 feet, to the POINT OF BEGINNING.

Also known as Parcel C-1 on the Record of Survey recorded in Plat Book "I", page 70, Park County, Wyoming.

ZONING

The zoning designation for the subject is outside of any city zoning ordinances. The land use falls under the jurisdiction of Park County and the area is designated as a GR-P or General Rural Powell. This district is defined according to the Park County Development Standards and Regulations, Amended 2010 and adopted on July 17, 2012, as follows:

General Rural Powell (GR-P). The GR-P district allows low and moderate-intensity land uses. Lots with on-site septic systems shall have a one-acre minimum lot size. Otherwise, no other minimum lot sizes are specified. Subdivision densities will be set in the subdivision review process based on consideration of site and area characteristics and the land use guidelines of the Land Use Plan. A variety of uses are permitted in this district in recognition of the varied land uses typical of rural areas. This district is also intended to promote the retention of open space, agricultural land, wildlife habitat, riparian habitat and scenic areas and prevent development on unstable geologic features.

The subject property is in compliance with the current zoning regulations.

IRRIGATION INFORMATION

The land in the subject area is under the Shoshone Irrigation District and the irrigation water is stored in the Buffalo Bill Reservoir west of Cody. All of the water rights of the various properties in the subject area are treated as the same year of adjudication and have first call on the water delivered through the canal. Any water service contracts are the last call for water and will be delivered if there is adequate supply in the Buffalo Bill Reservoir.

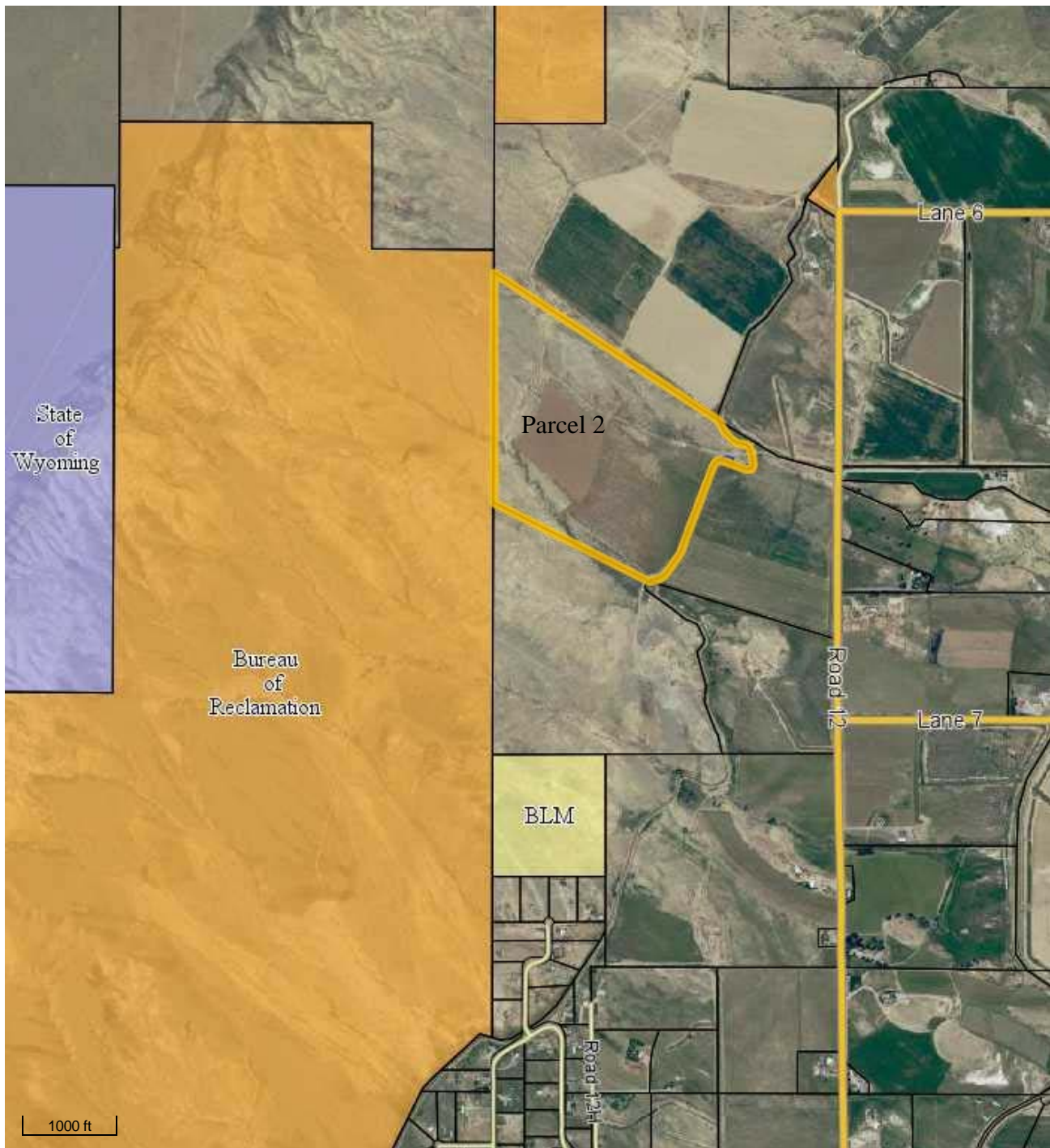
Irrigation water is delivered to the subject via various laterals from the Garland Canal and according to the Shoshone Irrigation District, the subject is assessed for a total of 57.16 acres as follows.

Irrigation Information		
Location	# of Acres	Irrigation Assessment
Northeast Parcel	21.86	\$461.06
Southwest Parcel	<u>35.3</u>	<u>\$744.53</u>
Total	57.16	\$1,205.59

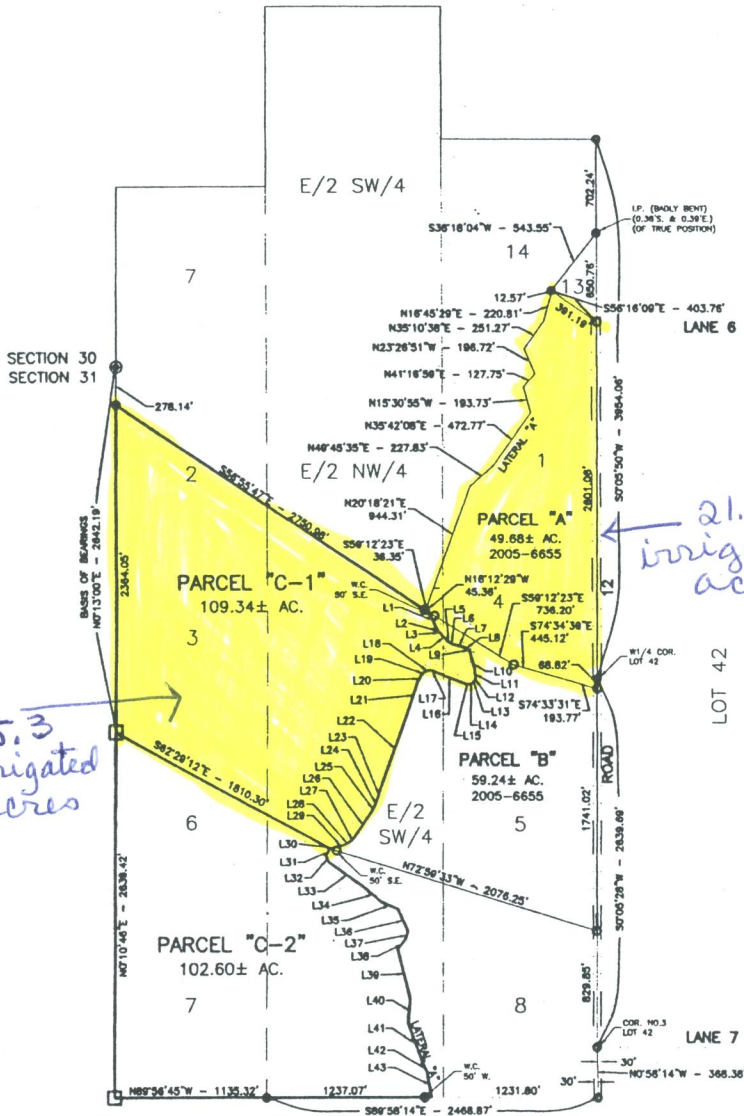
Park County Wyoming MapServer



Park County Wyoming MapServer



T. 56 N., R. 99 W.



LINE TABLE

L1	S26°40'52"E - 140.07'
L2	S33°04'02"E - 22.71'
L3	S41°25'25"E - 22.87'
L4	S46°18'57"E - 63.43'
L5	S52°07'30"E - 30.10'
L6	S66°32'17"E - 26.27'
L7	S76°23'03"E - 86.89'
L8	S82°21'43"E - 24.12'
L9	S37°34'23"E - 23.47'
L10	S15°50'01"E - 126.87'
L11	S64°15'50"E - 60.17'
L12	S11°21'15"W - 25.30'
L13	S.40741'33"W - 25.71'
L14	S71°53'56"W - 23.30'
L15	N63°07'47"W - 35.44'
L16	N66°42'50"W - 246.91'
L17	N72°30'06"W - 34.53'
L18	S72°40'01"W - 37.32'
L19	S46°14'34"W - 37.40'
L20	S26°07'06"W - 54.80'
L21	S16°14'10"W - 184.08'
L22	S21°02'48"W - 596.88'
L23	S17°47'43"W - 101.14'
L24	S22°23'06"W - 37.82'
L25	S29°04'10"W - 46.82'
L26	S35°22'03"W - 226.55'
L27	S43°33'36"W - 42.76'
L28	S64°06'57"W - 46.45'
L29	S77°53'32"W - 70.96'
L30	S71°48'43"W - 37.71'
L31	S35°12'56"W - 67.56'
L32	S26°18'26"E - 35.66'
L33	S5°19'18"E - 327.74'
L34	S50°12'13"E - 196.86'
L35	S65°58'28"E - 141.37'
L36	S25°30'24"E - 177.62'
L37	S16°42'53"W - 57.14'
L38	S39°35'14"W - 97.76'
L39	S14°56'55"E - 366.56'
L40	S5°30'13"W - 166.14'
L41	S20°50'12"E - 320.08'
L42	S25°40'25"E - 70.59'
L43	S11°36'44"E - 177.66'

- NOTES**
1. PARCEL "A" HAS A 20' EQUESTRIAN EASEMENT OVER PARCELS "B" AND "C-1".
 2. PARCEL "B" HAS A 20' EQUESTRIAN EASEMENT OVER PARCEL "C-1".
 3. PARCEL "C-1" HAS A 80' ACCESS AND UTILITY EASEMENT OVER PARCEL "B".
 4. PARCEL "C-2" HAS A 80' ACCESS AND UTILITY EASEMENT OVER PARCELS "B" AND "C-1".

CERTIFICATE OF

KNOW ALL PERSONS BY THESE PRESENTS: THAT DONALD S. FAXON AND NORMA JANE FAXON, THE OWNERS OF THE LAND LYING WITHIN SECTION 31, RESURVEY, T.56N., R.99W., 6TH P.M., 1

THE PARCEL SPLIT AS APPEARS ON THIS RECORD OF SURVEY, IS WITH THE FREE CONSENT, I

IN WITNESS WHEREOF, THE SAID OWNERS DONALD S. FAXON AND NORMA JANE FAXON, TRUSTEES OF THE

Donald S. Faxon *Norma Jane Faxon*
DONALD S. FAXON, TRUSTEE NORMA JANE FAXON, TRUSTEE

THE FOREGOING OWNER'S CERTIFICATE WAS ACKNOWLEDGED BEFORE ME BY DONALD S. FAXON

WITNESS MY HAND AND OFFICIAL SEAL:

Katherine Doo
KATHERINE DOO
NOTARY PUBLIC
MY COMMISSION EXPIRES: July 5, 2009

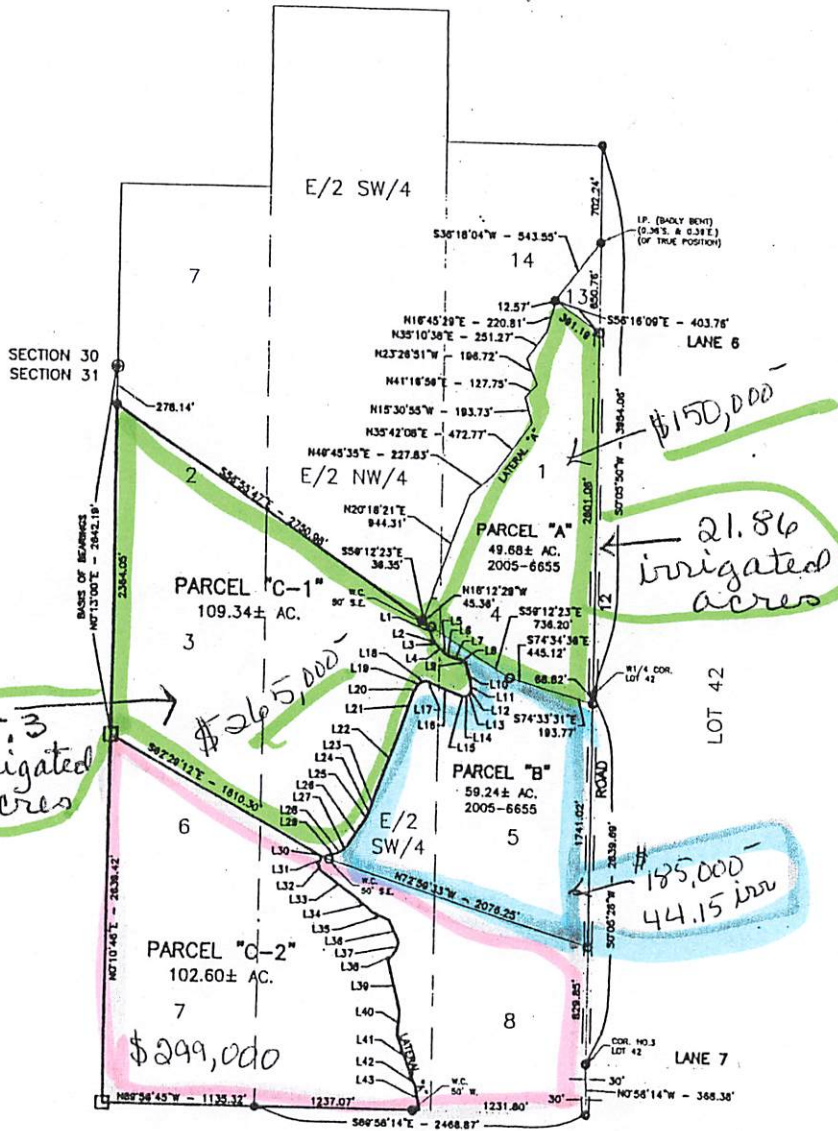


- LEGEND**
- ORIGINAL PARCEL "C" BOUNDARY 2005-666
 - N/W BOUNDARY LINE
 - ADJACENT PROPERTY BOUNDARY LINE
 - EASEMENT
 - CENTERLINE
 - RIGHT-OF-WAY LINE
 - LOT LINES
 - FOUND IRON PIPE
 - FOUND STONE
 - FOUND BRASS CAP
 - SET #1"x2" REBAR WITH 2# ALUMINUM C
 - MEASURED DATA



57.16 Acres irrigated
159.02 Total Acres

T. 56 N., R. 99 W.



LINE TABLE

L1	S28°48'52"E - 140.07'
L2	S37°04'02"E - 22.71'
L3	S41°25'25"E - 22.87'
L4	S48°18'57"E - 63.43'
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L6	S68°32'17"E - 28.27'
L7	S76°23'03"E - 80.80'
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L9	S37°34'23"E - 23.47'
L10	S15°50'01"E - 126.87'
L11	S8°41'50"E - 60.17'
L12	S11°21'15"W - 25.35'
L13	S40°41'35"W - 25.71'
L14	S71°53'58"W - 23.30'
L15	N6°07'47"W - 35.44'
L16	N68°42'50"W - 245.81'
L17	N72°30'06"W - 37.93'
L18	S72°40'01"W - 37.32'
L19	S48°14'34"W - 37.40'
L20	S20°07'08"W - 54.80'
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L28	S6°08'37"W - 48.45'
L29	S77°33'32"W - 70.96'
L30	S71°48'43"W - 37.71'
L31	S35°12'58"W - 67.58'
L32	S26°18'28"E - 55.89'
L33	S56°18'18"E - 327.74'
L34	S50°12'13"E - 158.66'
L35	S65°59'28"E - 141.37'
L36	S25°30'24"E - 177.82'
L37	S18°42'53"W - 37.14'
L38	S37°35'14"W - 87.78'
L39	S14°58'55"E - 368.55'
L40	S5°30'13"W - 188.14'
L41	S20°50'12"E - 320.08'
L42	S25°40'25"E - 70.59'
L43	S11°30'44"E - 177.68'

NOTES

1. PARCEL "A" HAS A 20' EQUESTRIAN EASEMENT OVER PARCELS "B" AND "C-1".
2. PARCEL "B" HAS A 20' EQUESTRIAN EASEMENT OVER PARCEL "C-1".
3. PARCEL "C-1" HAS A 80' ACCESS AND UTILITY EASEMENT OVER PARCEL "B".
4. PARCEL "C-2" HAS A 80' ACCESS AND UTILITY EASEMENT OVER PARCEL PARCELS "B" AND "C-1".

CERTIFICATE OF (

KNOW ALL PERSONS BY THESE PRESENTS: THAT DONALD S. FAXON AND NORMA JANE FAXON, THE OWNERS OF THE LAND LYING WITHIN SECTION 31, RESURVEYED, T.56N., R.99W., 6TH P.M.L., 1 THE PARCEL SPLIT AS APPEARS ON THIS RECORD OF SURVEY, IS WITH THE FREE CONSENT, IN WITNESS WHEREOF, THE SAID OWNERS DONALD S. FAXON AND NORMA JANE FAXON, TRUSTEES OF JULY 5, 2009.

Donald S. Faxon *Norma Jane Faxon*
DONALD S. FAXON, TRUSTEE NORMA JANE FAXON, TRUSTEE

THE FOREGOING OWNER'S CERTIFICATE WAS ACKNOWLEDGED BEFORE ME BY DONALD S. FAXON WITNESS MY HAND AND OFFICIAL SEAL:

Karoline Doo
NOTARY PUBLIC
MY COMMISSION EXPIRES: July 5, 2009



LEGEND

- ORIGINAL PARCEL "C" BOUNDARY 2005-661
- N/W BOUNDARY LINE
- ADJACENT PROPERTY BOUNDARY LINE
- EASEMENT
- CENTERLINE
- RIGHT-OF-WAY LINE
- LOT LINES
- FOUND IRON PIPE
- FOUND STONE
- FOUND BRASS CAP
- SET 1/2"x24" REBAR WITH 25' ALUMINUM C
- MEASURED DATA

57.16 Acres Irrigated
159.02 Total Acres \$392,000

159.02
59.24
102.60
320.86 Acre → 101.31 Irrigated



Irrigation questions - Landis Webber
307-754-3145
landis.webber@dup.gov

5



Layers

Info

Copy to Clipboard Different map view

Scanned Plats

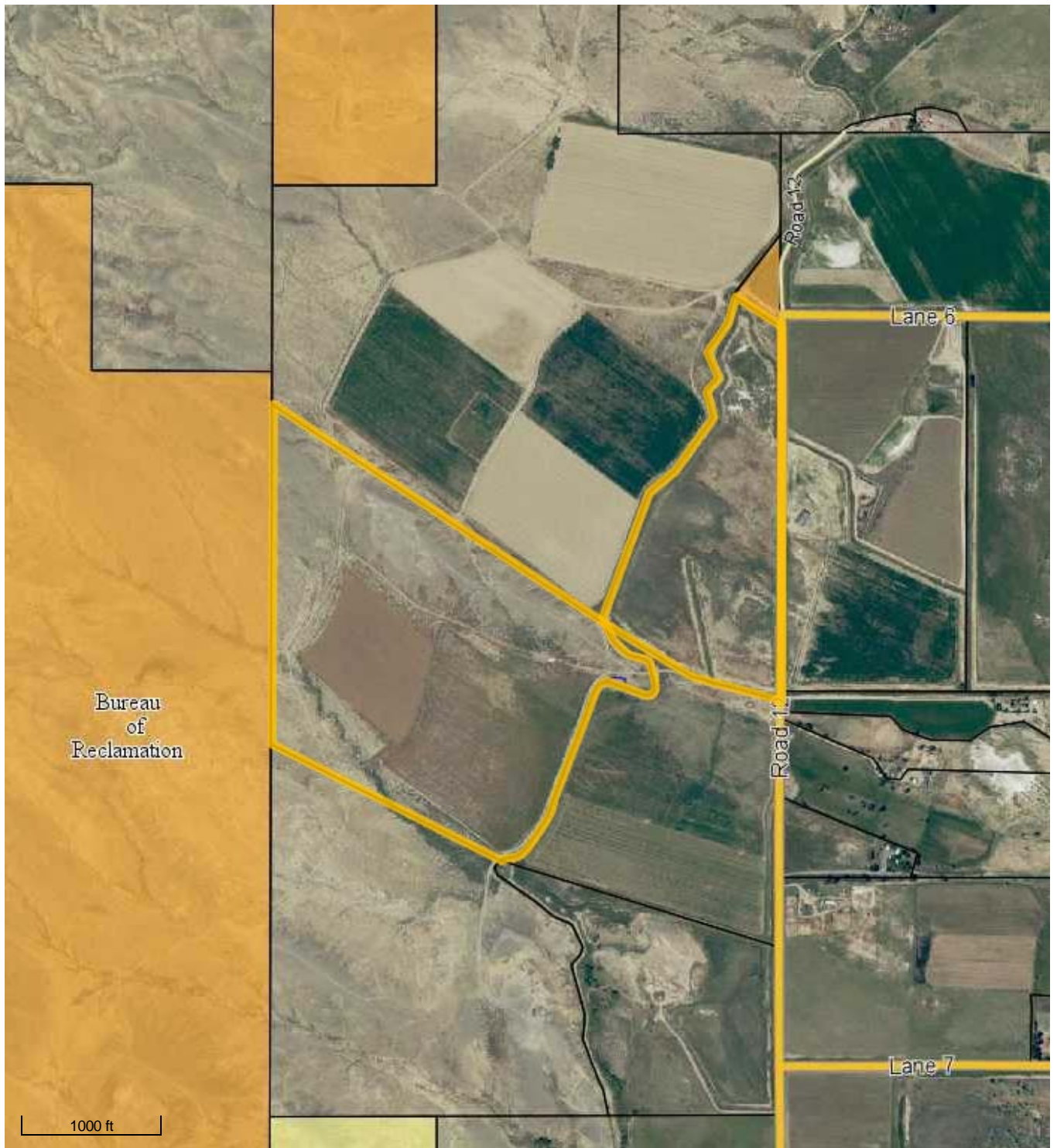
- [I-50](#)
- [M-118 NWRW 2016](#)
- [I-70](#)

1 Parcel(s)

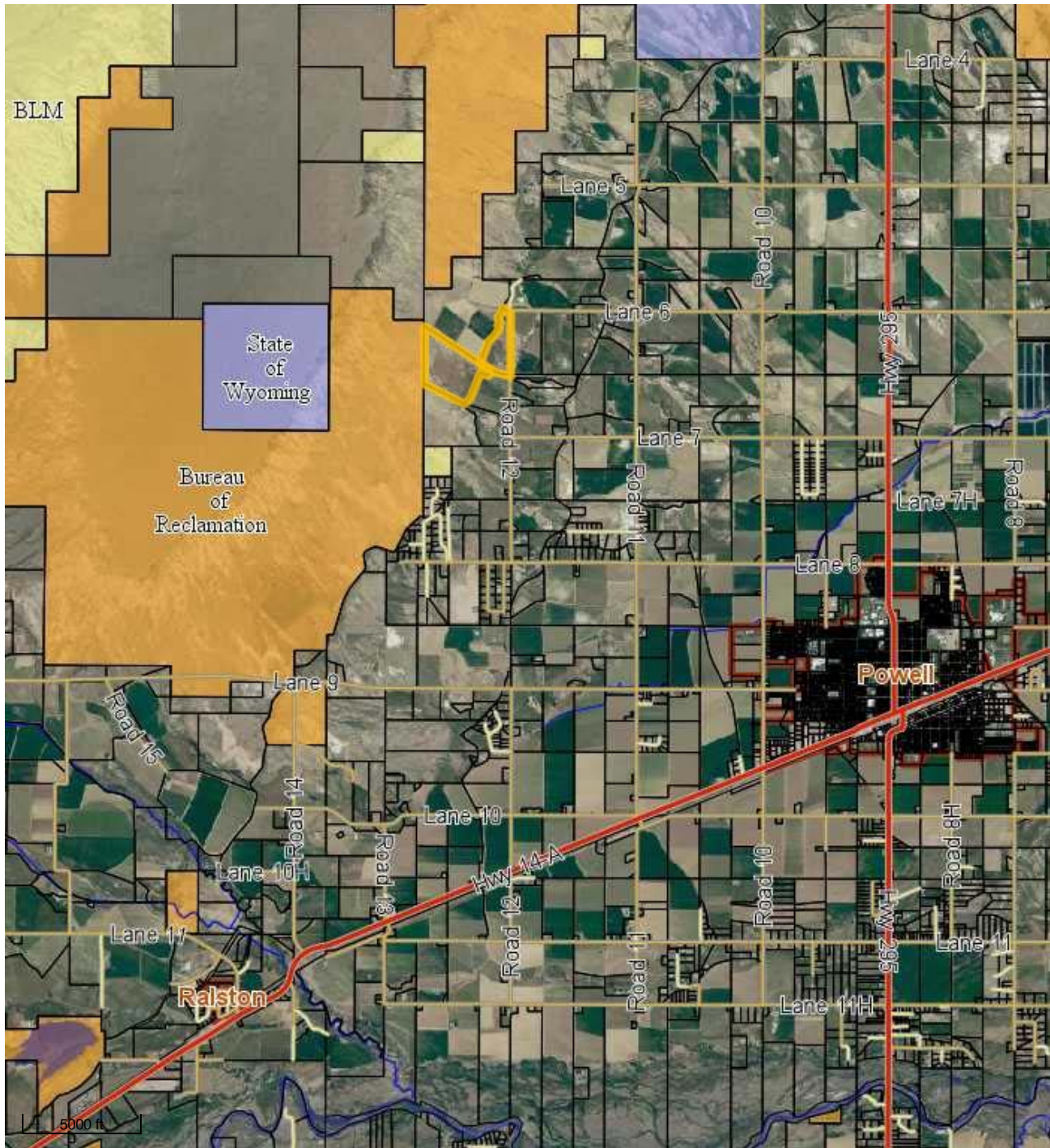
[Zoom to parcel\(s\)](#)

- Pidn: 01569903103000
- Account: R0002498 [Property Detail](#)
- Account: R0002498 [Property Taxes](#)
- Owner: BALSAMO, RICHARD W.
- Mail Addr: 101 HAMPTON VISTA DR
- Mail Addr: MAINORVILLE, NY 11949-2839
- Deed: 2005 WD 09552, 12/14/2005
- Location: 109.34 AC. DES. AS: BEG. AT THE SW COR. OF LOT 3, SEC. 31, THEN N.0* 13'E. ... [\(more\)](#)
- Type: Res Vacant Land

Park County Wyoming MapServer



Park County Wyoming MapServer





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) *KC*

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; *

WAR Form 410-0709, Real Estate Brokerage Disclosure.
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Canyon Real Estate LLC, 1327 Rumsey Ave. Cody, WY 82414
 Phone: 307-250-1040 Fax: 307-527-7093 Kathi Charles

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- 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*
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.

Buyer's Signature _____

Buyer's Signature _____

Buyer's Signature _____

Buyer's Signature _____