



1327 Rumsey Ave., Cody, Wyoming 82414
Phone: (307) 527-7092, Fax: (307) 527-7093
www.canyonrealestate.net

240 ACRES WITH CREEK FRONGAGE BORDERING BLM IN SHELL VALLEY



\$1,000,000

Two parcels being sold together (80 acres and 160 acres). 240 acres with Shell Creek meandering through property. There is approximately 200 irrigated acres with good production ground. BLM touches the Northwest corner of the property. Great fishing in Shell Creek and beautiful views of the Big Horn Mountains.

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.





Shell Creek



Pasture





Pasture

Corrals



Irrigated Field





*Irrigated
Field*



*Mountain
Views*

MLS #: L10015170A (Active) List Price: \$1,000,000

TBD Road 31 Shell, WY 82441



Potential Uses: Residential, Agricultural, Recreational
Apx Deeded Acres: 240
Apx Irrigated Acres: 200
Apx Lot SqFt: 10454400
River/Stream Front: Yes
Topography: Rolling

Area: S Big Horn Out of Town
Subdivision: None
County: Big Horn
School District: Big Horn County District #3

Natural Gas Company: None **Electric Company:** In Area
Sewer: None **Primary Water Type:** None **Irrigation Fees \$:** 0
Special Assessments: No **HOA:** No

Description of Structures: none
Inclusions: none
Exclusions: none
Irrig Co: Shell Creek **IrgCo\$:** 0 **IrgCoYr:** 0
IrrigCo2: Red Bluff Ditch

Taxes TBD: No **Tax Year:** 2019 **Total Tax \$:** 782.68 **Taxed w/Other Land:** No
Property Rights: Fee Simple **Adj to Public Land:** Yes **Parcelable:** Yes
Mobiles Allowed: Yes **Modulars Allowed:** Yes **Detailed Zoning:** Big Horn County - Not Zoned

Seller Fin: No
Disclosures: No
Legal Description: see in Documents
Road Access: Public **Road Maintenance:** Public **Road Surface:** Unpaved (Dirt/Gravel)

Property Features: Acreage Fenced, Adj to BLM, Corrals, Creek, Fishing, Hand Line, Horse Property, Hunting, Irrigated, Mountain View, Production Ground, Recreational, RV Parking, Wooded Acreage
Type Leased Land: None
Has Structure: No

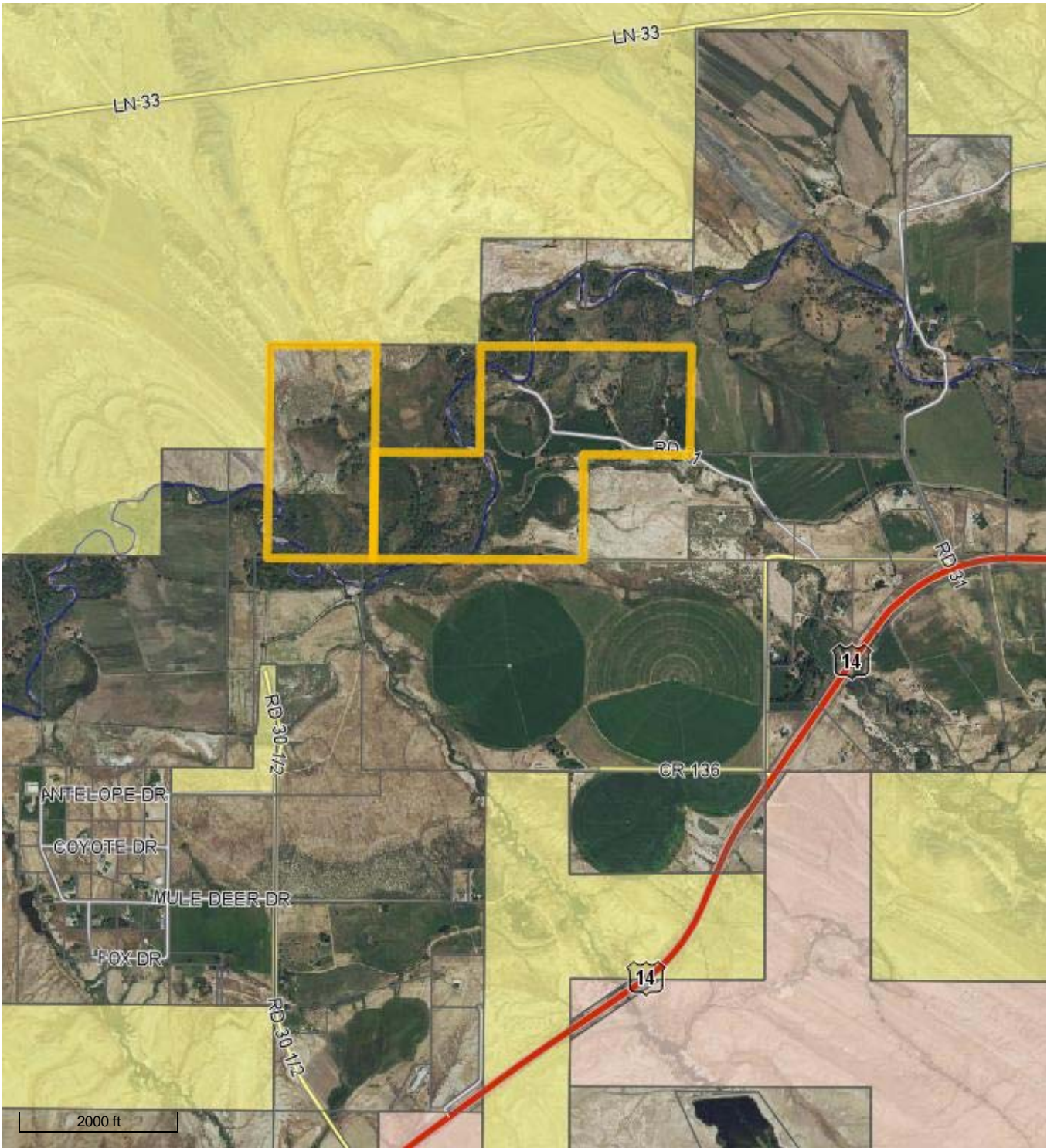
Comments: Two parcels being sold together (80 acres and 160 acres). 240 acres with Shell Creek meandering through property. There is approximately 200 irrigated acres with good production ground. BLM touches the Northwest corner of the property. Great fishing in Shell Creek and beautiful views of the Big Horn Mountains.

Directions to Property: Call listing office
Subject to 1031: No
Office Name: Canyon Real Estate, LLC (#.46)

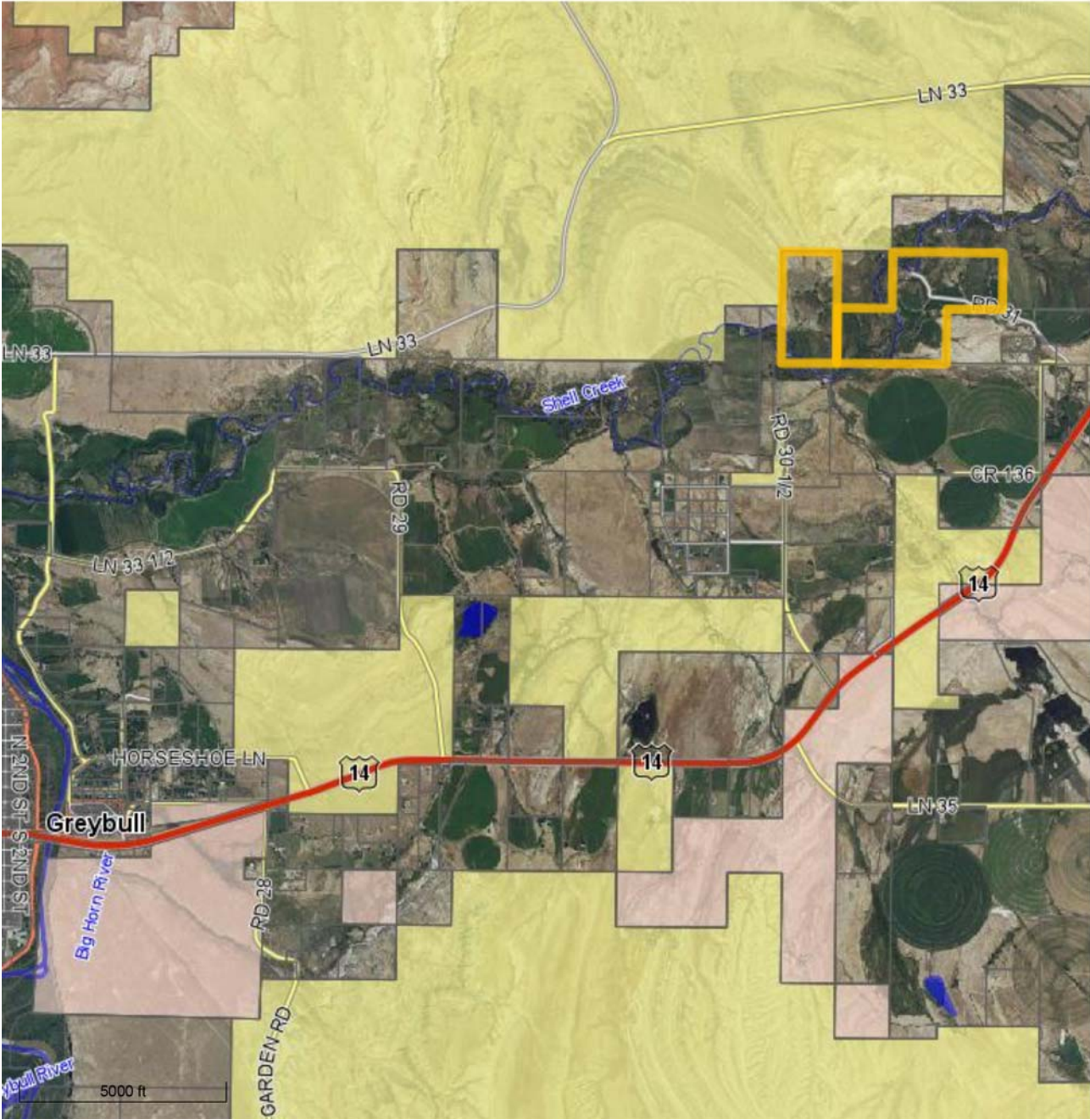
Listing Office: Canyon Real Estate, LLC (#.46)

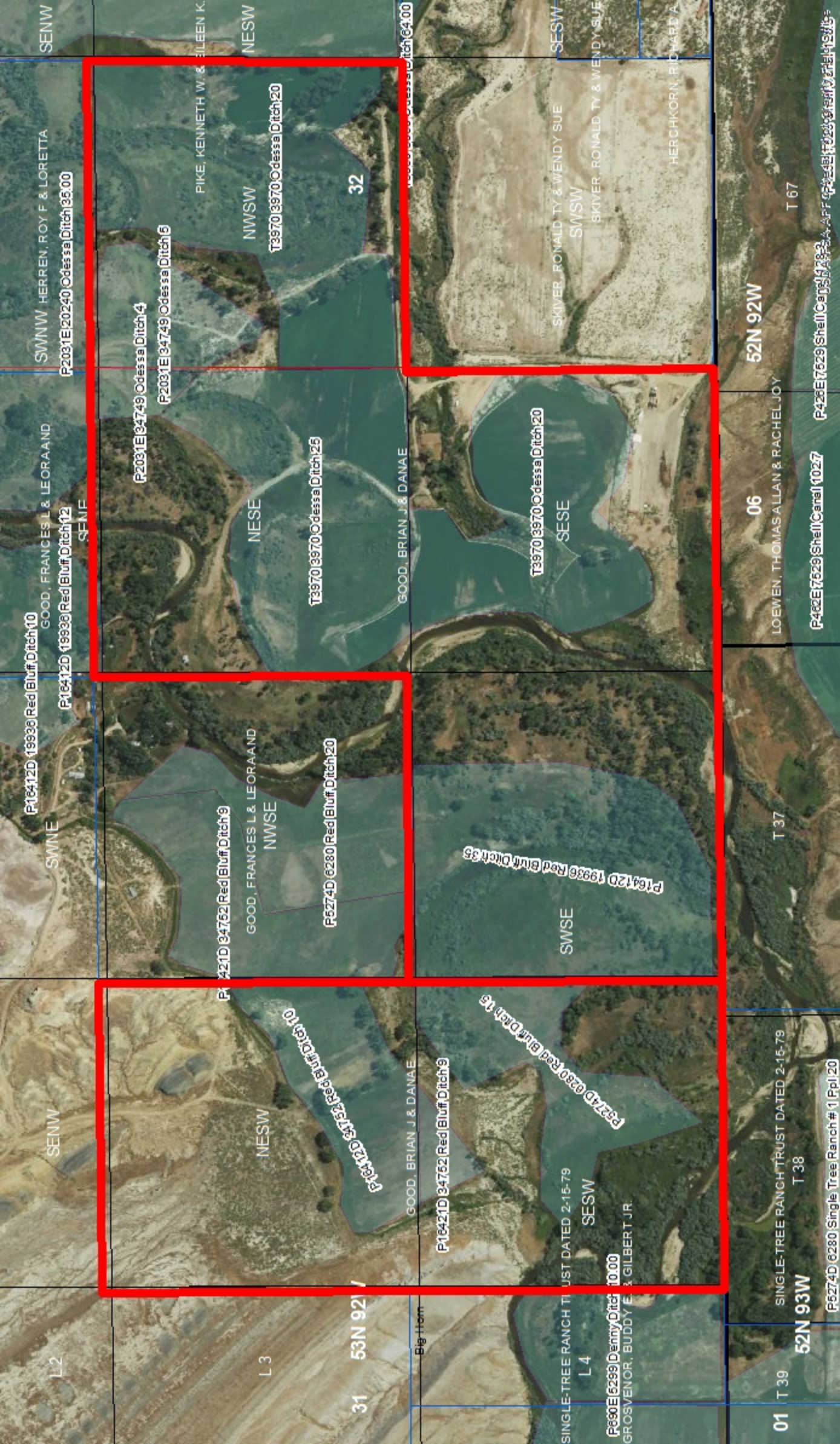
These properties were selected from the MLS Database by the agent listed herein, who may not be the listing agent. Information herein is deemed reliable but not guaranteed.
MLS #: L10015170A

Big Horn County Wyoming MapServer



Big Horn County Wyoming MapServer





SWNW HERREN, ROY F & LORETTA
P2031E020240 Odessa Ditch 05.00

GOOD, FRANCES L & LEORA AND
P16412D 19938 Red Bluff Ditch 12
SFMF

SWNE

P16412D 19938 Red Bluff Ditch 10

SWSE

GOOD, FRANCES L & LEORA AND
P5274D 06280 Red Bluff Ditch 20
NWSE

SWSE

P16412D 19936 Red Bluff Ditch 35

SWNE

GOOD, BRIAN J & DANA E
P16421D 04752 Red Bluff Ditch 9
P6274D 0280 Red Bluff Ditch 10
NESW

P2031E034749 Odessa Ditch 4
P2031E034749 Odessa Ditch 6

NESE

T397003970 Odessa Ditch 25

GOOD, BRIAN J & DANA E

SESE

T397003970 Odessa Ditch 20

PIKE, KENNETH W. & EILEEN K.
NWSW
T397003970 Odessa Ditch 20

SESW

SKIVER, RONALD TY & WENDY SUE
SWSW
SKIVER, RONALD TY & WENDY SUE

HERCHKORN, RICHARD A.

LOEWEN, THOMAS ALLAN & RACHEL JOY

P462E07529 Shell Canal 1027
P426E07529 Shell Canal 1783
P426E07529 Shell Canal 1783

T 37

T 38

SINGLE-TREE RANCH TRUST DATED 2-15-79
T 39

GROSVENOR, BUDDY E & GILBERT JR.
P680E06299 Denny Ditch 10.00

52N 93W

52N 92W

06

01

32

31

53N 92W

Big Horn

L 2

L 3

L 4

T 31

T 32

T 37

T 38

T 39

01

06

52N 92W

52N 93W



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; *

WAR Form 410-0709, Real Estate Brokerage Disclosure.
2009© Wyoming Association of REALTORS®

Canyon Real Estate LLC, 1327 Rumsey Ave. Cody, WY 82414
Phone: 307-527-7092 Fax: 307-527-7093 John Mills

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

- 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 John Mills

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 _____