OPTIONS! OPTIONS! OPTIONS! ON THE POWELL HIGHWAY



\$350,000



Canyon Real Estate, LLC 1327 Rumsey Ave., Cody, WY 82414 Office (307) 527-7092 Cell (307) 250-0743 Fax (307) 527-7093 <u>www.canyonrealestate.net</u>

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.



Come take a look at this completely renovated building with numerous options for your new home, or business. It is currently being used as a church, but there are some other possibilities in the Gr-5 zoning, a special use permit may be requested. The main level consists of the foyer with an entrance on each side, a sanctuary and a handicap bathroom. Downstairs has two bathrooms, an office, fellowship hall, kitchen and a storage room. Off of the kitchen is another outside entrance. 1.06 acre corner lot with lots of private parking and even has an RV hookup as well. Located approximately 7 miles from Cody with highway frontage and mountain views in every direction.

IMPROVEMENTS ARE AS FOLLOWS:

2014 New windows upstairs New trim upstairs New carpet upstairs New paint and sheetrock New roof and gutters

<u>2016</u> New vinyl flooring upstairs in Foyer New handicap bathroom installed upstairs

<u>2018</u> New paint and sheetrock downstairs Downstairs remodeled New lighting in basement New landscaping and drip system







For handicap entry





Handícap Restroom On Maín Level





Landing At Bottom of Stairs



Dining Fellowship Hall









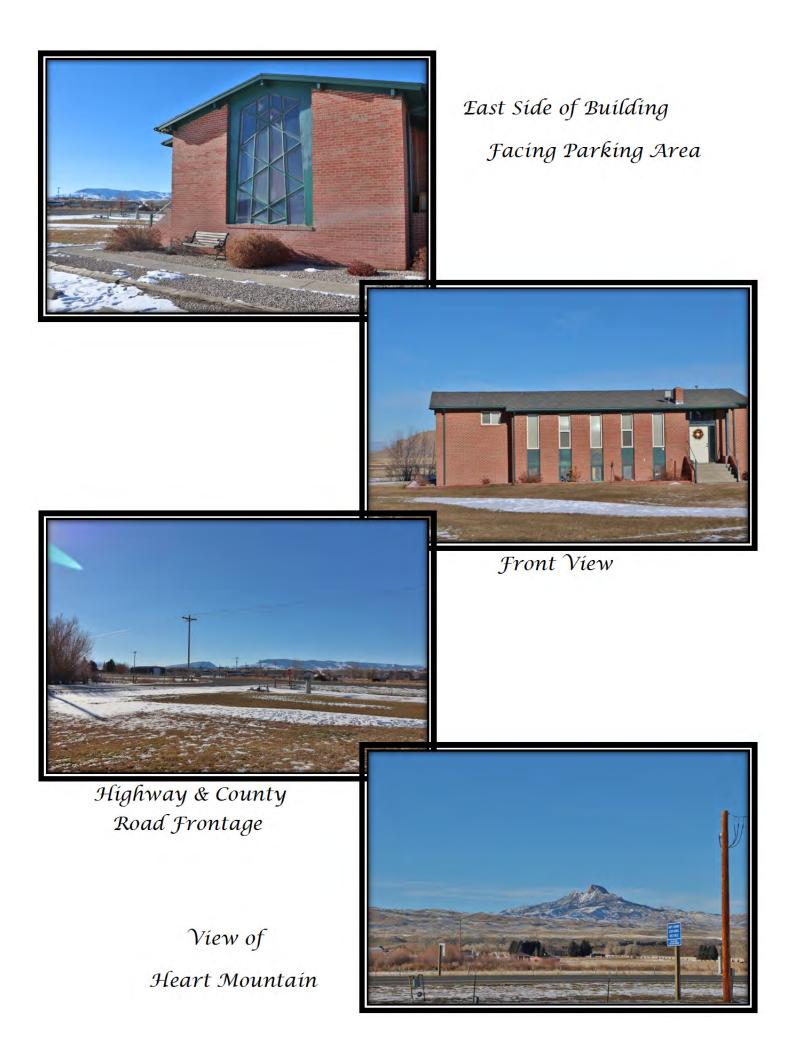
Kítchen





Door on the left lead outside

Bathroom One in Basement



| MLS #: R100140 | 79A (Active) | List Price: \$3 | 5 Nez Perce Dr Cody, WY 82414 | | | | | | | |
|---|---|--|--|------------------------------------|--|--|-----------|--------------|--|--|
| | | House # Bed Total Apx Y Apx T Additi Baser Baser Exterio Baser Finishe | nent Type: Full nent Completion ed | s: No ior and i: Fully | Area: Cody Out of Town Neighborhood: Between Cody&Powell Subdivision: Heart Mountain Estates #2 School District: Park County District #6 Apx Miles from Town: 7 Mobiles Allowed: No Modulars Allowed: Yes | | | | | |
| Apx Above Grad Natural Gas Con | | | ow Grade SqFt: | | Full Baths: 0 | # Half Baths: 3 | # 3/4 E | baths: 0 | | |
| Sewer: Septic Ta | | | Type: Northwest | | | g Type: Swamp C | ooler | | | |
| Primary Heat: Ho | | | | ary Fuel Type | | 9 :) por o nomp o | | | | |
| Assessment \$: 0 | | | | | HOA: No | I | | | | |
| Irrigation Fees \$ | : 175 | Irrigatio | n Company: Hea | art Mountain Ir | rigation | | Other | \$: 0 | | |
| Room Type | Level | Sz/Desc | Room Type | Level | Sz/Desc | Room Type | Level | Sz/Desc | | |
| Foyer | Main | | Office | Basement | | | | | | |
| 1/2 Bath | Main | | Bonus Room | Basement | Fellowship Hall | | | | | |
| Bonus Room | Main | Sanctuary | | | | | | | | |
| Kitchen | Basement | | | | | | | | | |
| 1/2 Bath | Basement | | | | | | | | | |
| 1/2 Bath | Basement | | | | | | | | | |
| Inclusions: stove Exclusions: all fu | e, refrigerator, 2 urniture, electro | storage shed | s, irrigation pump nts, sound system | 1 | se records on squa | | | | | |
| Apx Irrigated Ac Taxes TBD: No | | Year: 2018 | Apx Deeded A | cres: 1.06 Fax \$: 0.00 | | Apx Lot SqFt: 461 w/Other Land: Not | | | | |
| Property Rights: | | | celable: No | Adj to Public | | River/Stream | | lo | | |
| Covenants: Yes Seller Fin: No | | | I Zoning: Park Co | | २-5) | | | | | |
| Legal Descriptio | n: Lot 5, Heart | | | | | | | | | |
| RdAccs: Public | | RdMaint: P | ublic | RdSrfc: | Unpaved (Dirt/Gr | avel) | | | | |
| Construction: F Exterior Siding: Roof: Shingle Garage/Type Sta Exterior Feature Irrigated, Landsca Storage Building | Brick alls: None es: Acreage Fe | | ∟ot, Flat Terrain, I Gas to Property, | Fireplace Interior F | stove Type: None Type: None eatures: Ceiling F | an(s), Vaulted Ce | iling(s) | | | |
| | pletely renovat | ed building on | corner lot with his | ghway and cou | unty road frontage | between Cody ar | nd Powell | . Currentlv | | |
| being used as a c handicap restroor direction. | hurch but the 0 n. The kitchen | GR-5 zoning m in the baseme | ay allow other op nt has a separate | tions, special u outside entrar | use permits may be nce. Lots of private | e requested. The | main leve | el has a | | |
| Directions to Pro Subject to 1031: Office Name: Ca | No | • | | operty on your | lett. | | | | | |
| Listing Office: C | anyon Real Es | tate, LLC (#:46 | 6) | | | | | | | |
| | The | se properties we | re selected from the | | by the agent listed he | | | | | |

MLS #: R10014079A

| | ZONING DISTRICTS | | | | | | | | | | | | |
|---------------------------------|------------------------------------|------|-------|-------|-------|------|------|-----|---|---|-------|------------|--|
| | RURAL URBAN DISTRICTS DISTRICTS | | | | | | | | | S | tions | | |
| | GR-M | GR-P | GR-40 | GR-35 | GR-20 | GR-5 | RR-2 | R-H | v | I | т | Conditions | |
| Residential uses | | | | | - | | | | | | | | |
| Accessory housing unit | P | P | P | Р | Ρ | P | Р | Р | Р | | Р | 3a(1) | |
| Employee housing | P | Р | P | Р | Ρ | P | Р | Р | Р | Р | Ρ | 3a(5) | |
| Mobile home | P | P | P | Р | Ρ | P | Р | Р | Ρ | S | Ρ | 3a(7) | |
| Mobile home park | S | | | | | | | S | S | | | 3a(8) | |
| Multi-family housing | S | | | | | | | S | S | | | | |
| Single family dwelling | Р | Ρ | Ρ | Р | Ρ | Р | P | P | Р | S | Р | 3a(9)B | |
| Residential businesses | | | | | | | | | | | _ | C | |
| Minor home occupation | P | Р | Ρ | Ρ | Ρ | P | P | P | P | P | Р | 2e(1)Bi | |
| Major home occupation | Р | P | Р | Р | Ρ | P | P | S | Р | Р | Р | 2e(1)Bii | |
| Cottage industry | S | S | S | S | S | S | S | | Ρ | Р | S | 2e(1)Biii | |
| Bed and Breakfast | Р | Ρ | Р | Р | Ρ | P | P | Р | Р | P | Р | 2e(1)Biv | |
| Contractor business | P | Ρ | Р | P | Р | P | Ρ | | P | Ρ | P | 2e(1)Bv | |
| Day Care home | Р | P | Ρ | P | Р | P | P | Р | P | P | P | 2e(1)Bvi | |
| Agricultural uses | | | | | | | | | | | | | |
| Agricultural production | P | P | Р | Ρ | Р | P | Ρ | P | P | Ρ | Р | | |
| Feedlot | S | S | S | S | S | S | | | | | | | |
| Irrigation facility | P | P | P | P | Р | P | Р | P | P | P | P | | |
| Timbering | P | P | Ρ | Ρ | Р | P | Ρ | P | Ρ | P | Ρ | | |
| Public, utility & quasi-public | uses | | | | | | | | | | | | |
| Minor community use | S | S | S | S | S | S | S | S | S | S | S | | |
| Major community use | S | S | S | S | S | S | S | S | S | S | S | | |
| Minor Utility use | P | P | P | P | P | P | P | Р | P | P | P | 2e(1)Diii | |
| Major utility use | S | S | S | S | S | S | S | S | S | P | S | | |
| Institutional uses | | | 1.1 | 1 | | | | | | | | | |
| Minor institutional use | P | S | S | S | S | S | S | S | | | S | | |
| Correctional facility | S | S | S | S | S | S | S | | S | S | | | |
| Minor residential religious use | S | S | S | S | S | S | S | S | | | S | | |
| Minor residential schools | S | S | S | S | S | S | S | S | | | S | 1 | |
| Major institutional use | S | S | S | S | S | S | S | | 1 | | | | |

TABLE 4-1. SCHEDULE OF USES

"P" indicates uses permitted by right with a zoning permit (Sec. 4a)

"S" indicates uses permitted by Special Use Permit Sec. 4b)

"E" indicates uses permitted by SUP only in certain Planning Areas (Sec. 2e(2) & Table 4-2).

| | ZONING DISTRICTS | | | | | | | | | | | |
|-----------------------------------|--------------------|------|-------|-------|-------|------|------|-----|---|--------------|---|------------|
| | RURAL DISTRICTS | | | | | | | | | BAN RICTS | | tions |
| | GR-M | GR-P | GR-40 | GR-35 | GR-20 | GR-5 | RR-2 | R-H | U | I | н | Conditions |
| Temporary uses | | | | 1 | | | | | | | | |
| Construction home | Ρ | Р | Р | P | Ρ | P | P | Р | P | S | Ρ | 2e(1)Fi |
| Construction staging area, minor | Ρ | Ρ | Ρ | Ρ | Р | P | Ρ | S | P | Ρ | P | |
| Construction staging area, major | S | S | S | S | S | S | S | | S | P | S | |
| Real estate sales office | Ρ | Р | P | P | Р | P | Ρ | Ρ | Ρ | Р | P | 2e(1)Fiv |
| Seasonal agricultural products | Ρ | Р | P | P | Р | P | Ρ | Ρ | Ρ | Р | Р | |
| Special event | S | S | S | S | S | S | S | S | P | Р | S | |
| Temporary heliport | Ρ | P | P | P | P | S | S | S | P | Р | P | 2e(1)Fvii |
| Highway/Road Maintenance Areas | Ρ | Р | Р | Р | Р | P | S | S | P | P | P | 2e(1)Fviii |
| Work Camps | S | S | S | S | S | S | S | S | S | S | S | |
| Transportation uses | | 1.0 | | | | | | | | | | |
| Bus terminal | S | | | | | | | | S | Ρ | S | |
| Commercial airport | S | S | S | S | S | S | | | S | S | | |
| Heliport | S | S | S | S | S | S | | | S | P | 1 | |
| Landing strip | S | S | S | S | S | S | | | | S | | |
| Rail facility | S | S | S | S | S | S | 1.00 | | S | P | | |
| Railroad rights-of-way | S | S | S | S | S | S | S | | S | P | S | |
| Truck terminal | S | | | | | | | | S | P | | |
| Transmission pipeline | Ρ | P | Ρ | Р | P | S | S | | P | Р | S | 1 |
| Recreation uses | | | | - | | | | | | | | |
| Minor commercial recreation b | S | S | S | S | S | S | | | Ρ | S | S | |
| Minor outdoor recreation facility | S | S | S | S | S | S | | | P | S | S | |
| Major recreation facility | S | S | S | S | S | S | | | P | S | | |
| Campground | S | S | S | S | S | S | | | P | | | 1 |
| Dude ranch and resort | S | S | S | S | S | S | | | P | | | - |
| Accessory dude ranch/resort | P | P | P | P | P | P | | | P | | | |
| Parking/outfitting | Р | S | P | P | P | S | S | | P | | | |
| Ski center | S | S | S | S | S | S | | | | | | |

TABLE 4-1. SCHEDULE OF USES, Continued (2)

"P" indicates uses permitted by right with a zoning permit (Sec. 4a) "S" indicates uses permitted by Special Use Permit (Sec. 4b)

"E" indicates uses permitted by SUP only in certain Planning Areas (Sec. 2e(2) & Table 4-2).

| | ZONING DISTRICTS | | | | | | | | | | tions | |
|-------------------------------|------------------------------------|------|-------|-------|-------|------|------|-----|------|---|-------|------------|
| | RURAL URBAN DISTRICTS DISTRICTS | | | | | | | | | | | s |
| | GR-M | GR-P | GR-40 | GR-35 | GR-20 | GR-5 | RR-2 | R-H | υ | I | н | Conditions |
| Commercial uses | | | | | | | | | | | | |
| Minor commercial business | S | S | | | Е | E | S | | Р | Ρ | S | |
| Major commercial business | S | | | | | | | 1 | S | Ρ | | |
| Highway commercial business | S | E | | | E | E | | | Ρ | S | S | |
| Agricultural support business | S | S | S | S | S | S | S | | Ρ | Ρ | S | |
| Commercial storage | S | S | S | S | S | S | S | | Р | Р | S | |
| Adult uses | S | | | | | | | | S | S | | 3a(3) |
| Industrial uses | | | | | | | | | 1.1 | | | |
| Minor industrial uses | S | E | | | E | E | | | S | Ρ | S | |
| Major industrial uses | S | | | | | | | | S | S | | |
| Minor wholesale business | S | | | 1.1 | | | | | S | P | S | |
| Major wholesale business | S | | | | | | | | S | S | | |
| Rock products mine, large | S | S | S | S | S | S | | - | | S | | |
| Rock products mine, small | S | S | S | S | S | S | | | S | S | S | |
| Rock products mine, minor | Р | Р | P | P | Р | P | | | P | S | Р | |
| Salvage yard | S | E | 1.1 | 1 | | E | | 10 | 1000 | S | | 2e(2) |
| Mining, oil & gas extraction | P | P | P | P | P | P | Р | P | P | Р | Р | |
| Value-added agricultural | S | S | S | S | S | S | S | | S | Р | S | |
| Slaughterhouse/Abattoir | S | S | S | S | S | S | S | | S | S | S | |
| Crematorium | S | S | S | S | S | S | S | | S | S | S | |
| Accessory uses | | | | | | | | | | | | |
| Accessory uses | P | P | Р | P | P | P | P | P | P | P | Р | |
| Large impact structure | S | S | S | S | S | S | S | S | S | P | S | |

TABLE 4-1. SCHEDULE OF USES, Continued (3)

"P" indicates uses permitted by right with a zoning permit (Sec. 4a) "S" indicates uses permitted by Special Use Permit (Sec. 4b) "E" indicates uses permitted by SUP only in certain Planning Areas (Sec. 2e(2) & Table 4-2).



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 when listing a property. A Buyer may also choose to engage a Broker as 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 Teresa Helmke

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Page 1 of 3 Brokerage

- · 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. \S 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.

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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 | $(date)$, 1 provided \square (Seller) \square (Buyer) with a copy of this Real Estate Brokerage for our records. |
|---------------------------------|---|
| Disclosure and have kept a copy | for our records. |
| Brokerage Company Canyor | Real Estate, LLC |
| By | |
| Teresa Hehnke | |
| | d have read this Real Estate Brokerage Disclosure on (date) |
| (time) and h | reby acknowledge receipt and understanding of this Disclosure. |
| Buyer's Signature | |