

8.15 ACRES FOR SALE

Cody, Wyoming



\$299,000



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

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.



Premier building site! This 8.15 acre lot offers 360 degree mountain views in Cody's Southfork area, end of the road privacy, a private pond, easement access to BLM land for hiking and horseback riding, 7 irrigated acres for livestock, a paid Northwest Rural Water Tap, power to property and more. This property is conveniently located 10 minutes from Downtown Cody and a one-hour travel to Yellowstone National Park!

The property has been approved by the county and is at the courthouse waiting to be recorded.





Entrance to Property



Mountain Views



Pond





Pond

MLS #: L10016867A (Active) List Price: \$299,000

Lot 2 Big Sky Rd Cody, WY 82414



Potential Uses: Residential, Recreational
Apx Deeded Acres: 8.15
Apx Irrigated Acres: 7.92
Apx Lot SqFt: 355014.00
River/Stream Front: No
Lot Features: Level, Recreational, Rolling Slope
Views: Mountain(s)

Unit # or Lot #: Lot 2
Area: Cody Out of Town
Neighborhood: Southfork
Subdivision: Big Sky Sunrise SS-271
County: Park
School District: Park County District #6
Apx Miles from Town: 9

Natural Gas Company: None

Electric Company: To Lot Line

Sewer: None **Primary Water Type:** Northwest Rural

Irrigation: Yes **Irrigation Fees \$:** 160

Special Assessments: No

HOA: No

Description of Structures: None

Inclusions: None

Exclusions: None

Irrig Co: Lakeview Ditch

IrgCo\$: 0

IrgCoYr: 2020

Taxes TBD: Yes **Tax Year:** 0

Total Tax \$: 0.00

Taxed w/Other Land: Yes

Property Rights: Fee Simple

Adj to Public Land: No

Parcelable: No

Mobiles Allowed: No

Modulars Allowed: Yes

Detailed Zoning: Park Co - 5 Acres (GR-5)

Seller Fin: No

Disclosures: No

Legal Description: Big Sky Sunrise SS-271, W1/2SW1/4SW1/4 Section 5 Resurvey, Lot 2 T51 R102 (8.15 Acres). The property has been approved by the county and is at the courthouse waiting to be recorded.

Road Access: Private

Road Maintenance: Private

Road Surface: Unpaved (Dirt/Gravel)

Property Features: Acreage Fenced, Horse Property, Irrigated, Pond, RV Parking

Type Leased Land: None

Has Structure: No

Yield Info: The property has been approved by the county and is at the courthouse waiting to be recorded.

Comments: Premier building site! This 8.15 acre lot offers 360 degree mountain views in Cody's Southfork area, end of the road privacy, a private pond, easement access to BLM land for hiking and horseback riding, 7 irrigated acres for livestock, a paid Northwest Rural Water Tap, power to property and more.

Directions to Property: Southfork Road (Hwy 291) to Diamond Basin Road (Road 6UU), follow to Road 6SR, South on 6SR, at the curve, keep North on to Big Sky Road and follow to #24.

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 #: L10016867A

SUBDIVISION PLATTING CONDITIONS

- RIGHT-OF-WAY: THE RIGHT-OF-WAY FOR INGRESS AND EGRESS FOR SERVICE AND EMERGENCY VEHICLES IS GRANTED OVER, ACROSS, ON, AND THROUGH ANY AND ALL PRIVATE ROADS AND DRIVES NOW OR HEREAFTER ESTABLISHED.
- MINERAL ESTATE: THE SURFACE ESTATE OF THE LAND TO BE SUBDIVIDED IS SUBJECT TO THE FULL AND EFFECTIVE DEVELOPMENT OF THE MINERAL ESTATE.
- AGRICULTURE: THIS PROPERTY IS IN AN AREA OF HISTORIC AGRICULTURAL USE. THIS USE IS PRESERVED BY THE WYOMING RIGHT TO FARM AND RANCH ACT OF 1991 (W.S. 11-44-101).
- FUTURE USE LOTS IS FOR RESIDENTIAL PURPOSES.

NOTES

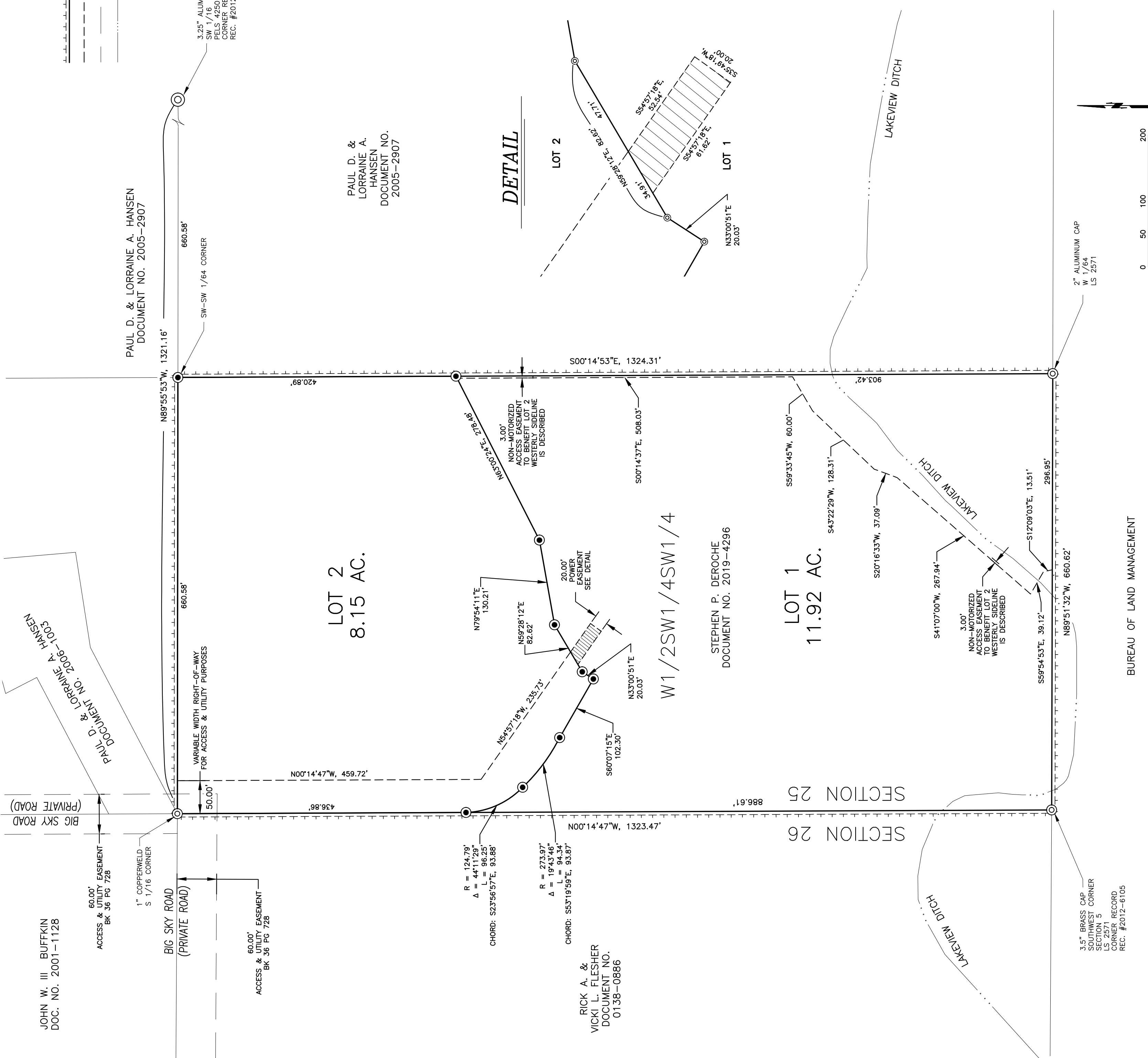
THE RIGHT-OF-WAY FOR LAKEVIEW IRRIGATION DISTRICT SHALL SURPASS THE ENTIRE WIDTH OF THE CANAL AND SUCH ADDITIONAL WIDTH AS MAY BE REQUIRED FOR THE PROPER OPERATION AND MAINTENANCE OF THE CANAL PURSUANT TO W.S. 38-7-324.

ENTRIES RESPONSIBLE FOR MAINTENANCE AND SNOW REMOVAL FOR THE DRIVEWAY ARE ADDRESSED IN THE PROTECTIVE COVENANTS RECORDED AT DOCUMENT # _____

JOHN W. III BUFFKIN
DOC. NO. 2001-1128

ACCESS & UTILITY EASEMENT
BK. 38 PG 728

ACCESS & UTILITY EASEMENT
BK. 38 PG 728



BASIS OF BEARINGS

BEARINGS ARE BASED ON THE GEODETIC MERIDIAN THROUGH THE SOUTHEAST CORNER OF SECTION 5 TO THE S17/16 WHICH BEARS N 00°14'47" W.

LEGEND

- FOUND MONUMENT AS NOTED UNLESS OTHERWISE NOTED
- SET 2 1/2" ALUMINUM CAP ON 5/8" x 24" REBAR, UNLESS OTHERWISE NOTED
- - - - - BIG SKY SUNRISE SS-271 BOUNDARY
- - - - - EASEMENTS DEDICATED BY THIS PLAT
- - - - - EXISTING EASEMENT
- - - - - LAKE VIEW IRRIGATION DITCH CENTERLINE

3.57" ALUMINUM CAP
SW 1/16
FELS 4250
CORNER
CORNER RECORD
REC. #2012-9105

PAUL D. & LORRAINE A. HANSEN
DOCUMENT NO. 2005-2907

PAUL D. & LORRAINE A.
LORRAINE A.
DOCUMENT NO.
2005-2907

DETAIL



CERTIFICATE OF DEDICATION

I, CODY A. SCHATZ OF ENGINEERING ASSOCIATES, A DULY REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR IN THE STATE OF WYOMING, DO HEREBY CERTIFY AS FOLLOWS:

I. CODY A. SCHATZ OF ENGINEERING ASSOCIATES, A DULY REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR IN THE STATE OF WYOMING, DO HEREBY CERTIFY AS FOLLOWS:
IN DECEMBER, 2020 AND MARCH, 2021, BIG SKY SUNRISE SS-271, AS SHOWN HEREON CORRECTLY DESCRIBED IN THE ORDER, CERTIFICATE OF DEDICATION AND THE SUBDIVISION THEREOF IS CORRECTLY SHOWN ON THIS PLAT WHICH IS DRAWN TO THE SCALE INDICATED. I AM FAMILIAR WITH THE PARK COUNTY SUBDIVISION REGULATIONS AND BELIEVE THIS SUBDIVISION COMPLIES WITH THEM TO THE BEST OF MY KNOWLEDGE.

CERTIFICATE OF SURVEYOR

STATE OF WYOMING } SS
COUNTY OF PARK }
I, CODY A. SCHATZ OF ENGINEERING ASSOCIATES, A DULY REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR IN THE STATE OF WYOMING, DO HEREBY CERTIFY AS FOLLOWS:
IN DECEMBER, 2020 AND MARCH, 2021, BIG SKY SUNRISE SS-271, AS SHOWN HEREON CORRECTLY DESCRIBED IN THE ORDER, CERTIFICATE OF DEDICATION AND THE SUBDIVISION THEREOF IS CORRECTLY SHOWN ON THIS PLAT WHICH IS DRAWN TO THE SCALE INDICATED. I AM FAMILIAR WITH THE PARK COUNTY SUBDIVISION REGULATIONS AND BELIEVE THIS SUBDIVISION COMPLIES WITH THEM TO THE BEST OF MY KNOWLEDGE.



CODY A. SCHATZ, PE & LS 12004
DATE _____

BOARD OF COUNTY COMMISSIONERS APPROVAL & SUBDIVISION PERMIT

THIS PLAT IS HEREBY APPROVED AND THE SUBDIVISION PERMIT GRANTED BY THE BOARD OF COUNTY COMMISSIONERS OF PARK COUNTY, WYOMING THIS _____ DAY OF _____, 20____.

CHAIRMAN _____ DATE: _____
ATTEST: _____
PARK COUNTY CLERK

RECORDER'S ACCEPTANCE

THIS PLAT WAS ACCEPTED FOR FILING IN THE OFFICE OF THE PARK COUNTY CLERK AND RECORDER ON THIS _____ DAY OF _____, 20____ AND FILED FOR RECORD AT _____ UNDER DOCUMENT NUMBER _____ IN PLAT CABINET _____ AT PAGE _____

PARK COUNTY CLERK AND RECORDER _____
BY: DEPUTY COUNTY CLERK _____

BIG SKY SUNRISE SS-271

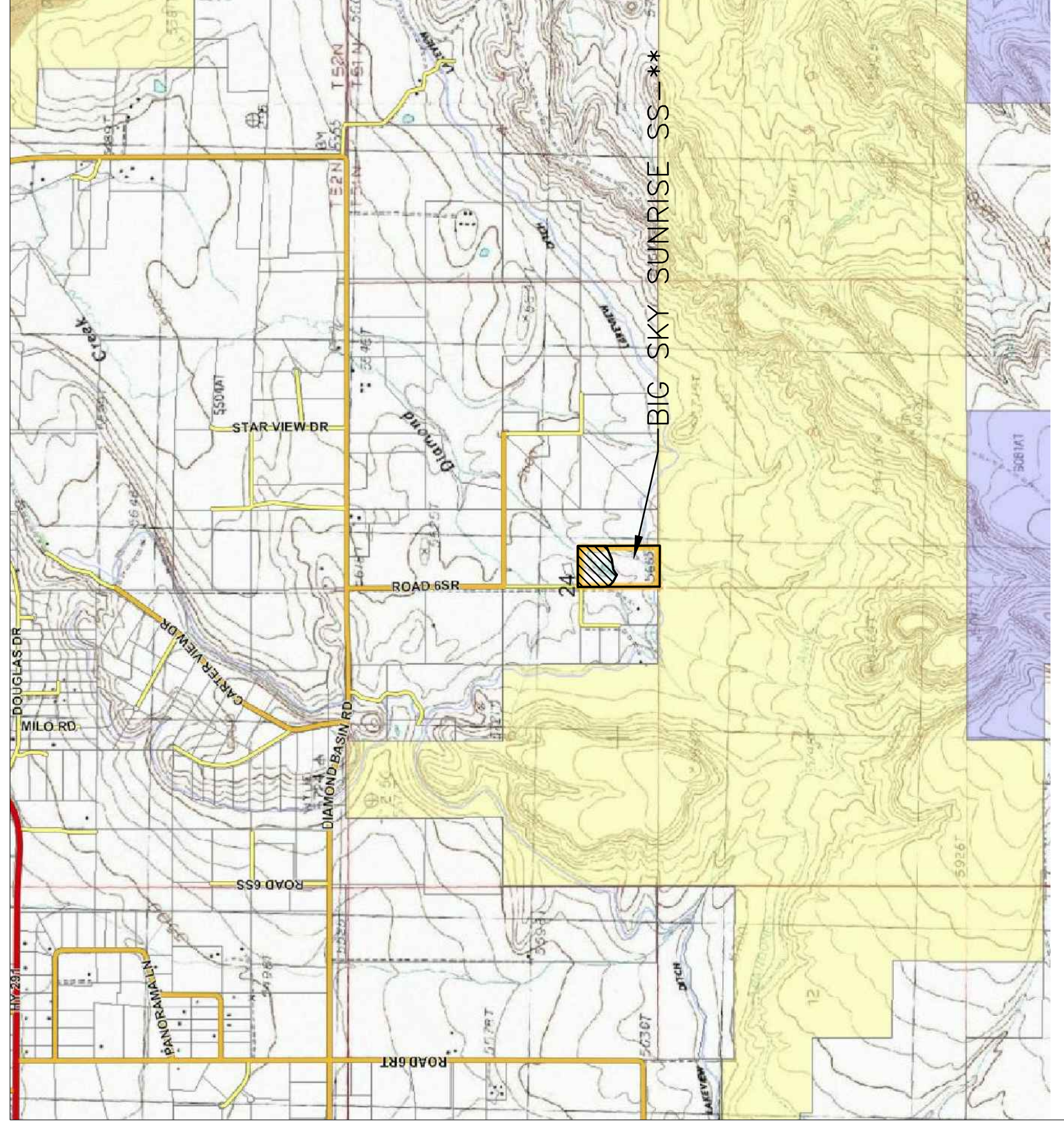
— FINAL PLAT OF —
BIG SKY SUNRISE SS-271
— LOCATED IN —
W1/2 OF THE SW1/4SW1/4,
SECTION 5,
RESURVEY T.51N., R.102W.,
6th P.M., PARK COUNTY, WYOMING
OWNER: STEPHEN P. DEROCHE
24 BIG SKY ROAD
CODY, WY 82414

PREPARED BY:
ENGINEERING ASSOCIATES & SURVEYORS
CONSULTING ENGINEERS
902 S. 13TH STREET
CODY, WYOMING 82414

**LAND CLASS
TABULATION**

SW1/4SW1/4 PROCF NO. 26301
T.51N. R.102W PERMIT 1024

BIG SKY SUNRISE SS-*** LOT 1	5.85
BIG SKY SUNRISE SS-*** LOT 2	7.92
E1/2 OF THE SW1/4SW1/4	15.43
TOTAL ACRES	29.20



LOCATION MAP

SCALE: 1" = 2000'

OWNER CONSENT

STEPHEN P. DEROCHE, IS THE OWNER OF THE BIG SKY SUNRISE SIMPLE SUBDIVISION, AS EVIDENCED BY THAT WARRANTY DEED RECORDED AS DOCUMENT #2019-4296 IN THE PARK COUNTY CLERK'S OFFICE:

DO I HEREBY CONSENT TO THE WATER DISTRIBUTION PLAN FOR THE BIG SKY SUNRISE SIMPLE SUBDIVISION AS SHOWN HEREON.

STEPHEN P. DEROCHE

PAUL D. &
LORRAINE A.
HANSEN
DOCUMENT NO.
2005-2907

STEPHEN P.
DEROCHE
DOCUMENT NO.
2019-4296

15.43 ACRES
OF WATER
RIGHTS IN
E1/2 OF THE
SW1/4SW1/4

LOT 2
7.92 ACRES
OF WATER
RIGHTS

LOT 1
5.85 ACRES
OF WATER
RIGHTS

FOUND 3.25" BRASS CAP

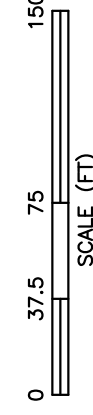
SET 2.5" ALUMINUM CAP

FOUND 1" BRASS CAP

FOUND 1" ALUMINUM CAP
LS 2571

FOUND 3.25" BRASS CAP
LS 2571
HEADGATE LOCATION
FOR PROPOSED BIG SKY
SUNRISE SIMPLE SUBDIVISION

CHORD: 5321.8135'E, 162.54'
R = 180.31'
A = 50°50'51"



APPROVAL

APPROVED BY THE LAKEVIEW IRRIGATION DISTRICT
THIS ___ DAY OF ___, 2021.

ATTEST: JD RADOKOVICH - PRESIDENT

NOTES

1. PARK COUNTY IS NOT RESPONSIBLE FOR ENSURING PROPER MAINTENANCE OR DISTRIBUTION.
2. THIS WATER DISTRIBUTION PLAN SHOWS THE APPROXIMATE LOCATION OF LAKE VIEW IRRIGATION DISTRICTS CANAL. THE RIGHT-OF-WAY SHALL BE SUFFICIENT TO OPERATE AND MAINTAIN THE DITCHES. RIGHTS-OF-WAY RESERVATION FOR DITCHES ARE ESTABLISHED BY THE FEDERAL RESERVATION FOR DITCHES ACT OF AUGUST 30, 1890.
3. WATER WILL BE SUPPLIED TO THE BIG SKY SUNRISES SIMPLE SUBDIVISION BY MEANS OF OPEN DITCHES AND PIPE.
4. WATER USERS WILL BE RESPONSIBLE FOR THE INSTALLATION, MAINTENANCE AND REPAIR OF DITCHES AND PIPELINES.
5. THE STATE OF WYOMING DOES NOT RECOGNIZE ANY RIPARIAN RIGHTS TO THE CONTINUED NATURAL FLOW OF A STREAM OR RIVER FOR PERSONS LIVING ON THE BANKS OF A STREAM OR RIVER.
6. W.S.1977§36-7-324 MAPS; LANDS SUBJECT TO RIGHTS-OF-WAY; THE MAPS IN THE OFFICE OF THE BOARD OF THE LANDS SELECTED UNDER THE PROVISIONS OF THIS ACT, SHALL SHOW THE LOCATION OF THE CANALS OR OTHER IRRIGATION WORKS APPROVED IN THE CONTRACT WITH THE BOARD, AND ALL LANDS FILLED UPON SHALL BE SUBJECT TO THE RIGHTS-OF-WAY OF SUCH CANALS OR IRRIGATION WORKS. SAID RIGHTS-OF-WAY TO BE OPEN TO THE PUBLIC FOR THE CONVEYANCE OF SUCH ADDITIONAL WIDTH AS MAY BE REQUIRED FOR THEIR PROPER OPERATION AND MAINTENANCE. THE WIDTH OF SUCH RIGHTS-OF-WAY TO BE SPECIFIED IN THE CONTRACTS PROVIDED FOR IN THIS ACT.

LEGEND

- FOUND MONUMENT, AS NOTED
- SET 2.5" ALUMINUM CAP ON 5/8" x 24" REBAR
- PROPOSED LOT LINE
- PROPOSED EASEMENT
- ADJACENT PROPERTY LINE
- PRIVATE DRIVE, UNSURFACED
- EXISTING IRRIGATION DITCH
- EXISTING EASEMENT LINE
- OVERHEAD POWER
- GAS
- FIBER OPTIC/COMMUNICATION
- IRRIGATION
- FENCE
- FLOOD IRRIGATION FLOW DIRECTION

WATER DISTRIBUTION PLAN

FOR

BIG SKY SUNRISE SS-271

- LOCATED IN -

W1/2 OF THE SW1/4SW1/4, SECTION 5
RESURVEY T.51N., R.102W., 6TH P.M.,
PARK COUNTY, WYOMING

PREPARED FOR: STEPHEN P. DEROCHE

PREPARED BY: ENGINEERING ASSOCIATES
CONSULTING ENGINEERS & SURVEYORS

JOB NO. 20125.00 DATE: 02/12/2021



SHEET 1 OF 1

**DECLARATION OF RESTRICTIONS, CONDITIONS AND PROTECTIVE COVENANTS
FOR
BIG SKY SUNRISE SS-271 SUBDIVISION**

This declaration is made by the undersigned owner of STEPHEN P. DEROCHE, hereinafter referred to as ("Declarant"), who is the owner of all lands with the following described property located in Park County, Wyoming:

BIG SKY SUNRISE SS-271, Lots 1 & 2 according to the plat recorded in Book 2021 of plats, Page 916, according to the records of the County Clerk and Recorder of Park County, Wyoming.

Lots 1 & 2 within said subdivision are subject to these restrictions, conditions and protective covenants to ensure the appropriate development of building sites; to protect the owners against improper uses of surrounding sites that might depreciate the value of their property; to preserve, as far as practicable, the natural beauty of the property; and in general, to provide for a development that will enhance the enjoyment of living in the subdivision. hereby establish and declare that all of said properties are held subject to these restrictive covenants:

Now, therefore, the restrictions, conditions and protective covenants for BIG SKY SUNRISE SS-271 are hereby established in their entirety to read as follows:

USE OF PROPERTY

1. There shall not be on any lot of BIG SKY SUNRISE SS-271, any noxious or offensive trade or activity (including but not limited to junk yards and abattoirs) within or outside of any building in which any offensive, noxious or detrimental activities take place. Nor shall any portion of subdivision be used for any purpose that, as a matter of common experience, tends to create a nuisance.
2. Each lot owner will be responsible for maintenance of their own lot including but not limited to their driveway and approach.
3. Both unimproved and improved land shall be managed for noxious weeds as part of the weed management plan between BIG SKY SUNRISE SS-271 and Park County Weed & Pest District.
4. All road access shown in said plat of this subdivision are hereby dedicated to private use of to access lots.
5. New construction of fence on Lot 2 will consist and be placed 25.00' from west property line along existing driveway. No gates on the property line of Lots 1 & 2.

STRUCTURES PERMITTED

1. Construction of residences shall be frame, concrete or concrete block construction and have a concrete foundation.
2. Modular homes or manufactured homes shall be permitted for residences on

permanent foundations. No basement, tent, shack, or other outbuilding shall be used as a permanent residence.

3. All residences and other buildings to be erected on the property as described shall be of good quality workmanship, materials and shall be built or constructed on site.

UTILITIES AND SERVICES

1. All necessary easements are reserved for water, power and other utilities across all said land.
2. No public or communal domestic sewer is provided on any lot.
3. No proposed public maintenance of roads within the subdivision. Platted 50.00' Right-Of-Way for Access & Utility Purposes shall have shared costs equal to 50% for Lot 1 & 2 of BIG SKY SUNRISE SS-271. This maintenance includes snow removal, damage to road from water, mud, etc.
4. Water is made available to each lot from Northwest Rural Water District and the Water Tap included in the purchase price of the lot.
5. Irrigation ditches are deemed to be utilities and those utility easements and rights-of-way reflected on the plat may be utilized for such ditches.

IRRIGATION

1. All lots have valid water rights within Lake View Irrigation District.
2. All easements necessary and proper for irrigation ditches are specifically reserved against and in favor of each lot or tract so that all lots and tracts may receive ample water for irrigation, stock & domestic use.
3. All owners of property in said subdivision shall cooperate in the fair cooperation and only one lot shall irrigate at a time with the irrigation water and the maintenance and clearing of the ditches on their lot.
4. Any conflict or controversy between various owners or occupants of lots within the subdivision concerning the usage and maintenance of the aforementioned irrigation shall be decided by the Water Master on record as owner of Lot 1.

RELEASE OF LIABILITY

1. By virtue of purchasing any lot, either by deed or contract for deed, each buyer, their heirs and assigns, hereby accept the condition of their property "as is" and release and forever hold harmless the undersigned from any liability, including but not limited to, liability for further construction of any road, utility lines, walking path to BLM, or fencing.

ENFORCEMENT PROVISIONS

1. Each purchaser and grantee of each of the lots contained in the above described property which are subject to the above covenants, reservations and restrictions, by acceptance of a Deed conveying title thereto do accept such title upon and subject to each of all of the provisions, restrictions, conditions, easements, covenants, agreements, liens, charges, associations and similar limitations herein contained and by such acceptance shall for

BIG SKY SUNRISE S-271, DECLARATION OF RESTRICTIONS

themselves, their heirs, personal representatives, successors and assigns, covenant, consent and agree to and with the undersigned owners and to and with the grantees and subsequent owners of each of said lots within the above described property keep, observe and comply with the perform said provisions, restrictions, conditions, easements, covenants, association, agreements, liens and charges.

- 2. In the event anyone or more of these covenants herein contained is rendered invalid or unenforceable by judgement or decree of any court of competent jurisdiction, the other covenants herein shall remain in full force and effect.
- 3. The 3' non-motorized access easement to benefit Lot 2 across Lot 1 to the Bureau of Land Management (Public Land) is described on Plat recorded in Book 202 of plats, Page 96, according to the records of the County Clerk and Recorder of Park County, Wyoming. There will be no hunting, shooting, or smoking of any types while using easement. If you are found doing these items the easement shall become void.
- 4. No more than two unlicensed vehicles on each lot at anytime.

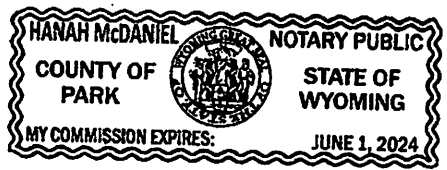
IN WITNESS WHEREOF, Stephen P. Deroche, Owner, has executed this Declaration of Restrictions, Conditions and Protective Covenants, as record owner of lots 1 & 2 of BIG SKY SUNRISE SS-271, this 14th day of May, 2021.

Stephen P. Deroche
Stephen P. Deroche, Owner

STATE OF WYOMING)
) ss.
COUNTY OF PARK)

The above and foregoing instrument was acknowledged before me this 14th day of May, 2021 by Stephen P. Deroche, Owner
WITNESS my hand and official seal.

Hannah McDaniel
Notary Public
My Commission Expires: 6-1-2024





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

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 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.

Buyer's Signature _____

Buyer's Signature _____

Buyer's Signature _____

Buyer's Signature _____