

*COMMERCIAL BUILDING
ON 14.86 ACRES
CODY, WYOMING*



\$1,200,000



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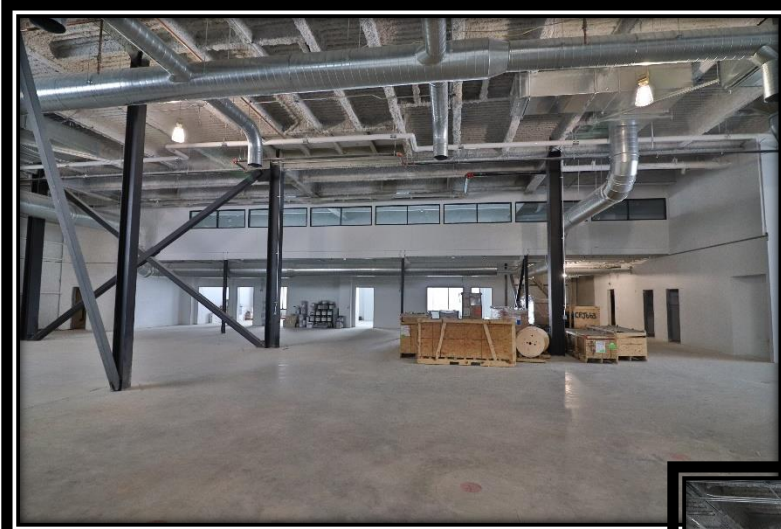
INFORMATION ON THIS PROPERTY WAS OBTAINED FROM SOURCES OTHER THAN THAT OF CANYON REAL ESTATE, LLC, AND IS DEEMED TO BE RELIABLE, BUT IS NOT GUARANTEED BY EITHER THE SELLER OR THE SELLER'S AGENT. THIS OFFERING IS SUBJECT TO CORRECTION, WITHDRAWAL, PRIOR SALE, OR PRICE CHANGE WITHOUT PRIOR NOTICE.



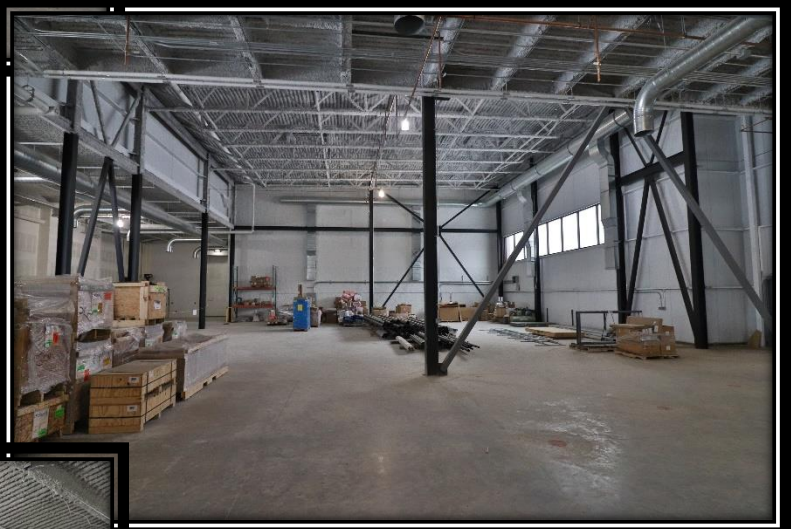
Commercial Building on 14.86 acres in Cody City Limits zoned HI (Heavy Industrial). This unique zoning allows maximum use flexibility for industrial light manufacturing. The property features 30,819 square feet of commercial space built in 2021. This construction is top quality with the interior being unfinished ready to complete to fit your business model. Features include: 480-volt electrical service, emergency generator, 2 HVAC systems, building materials onsite included, all city utility services, fiber for communications (to lot line), unloading docks, membrane roof, several mezzanines for offices or work stations, 2 elevator shafts, parking lot lighting roughed in, perimeter fenced and more. See documents for additional details. West adjacent property/building has a lease/purchase option that can be discussed if a buyer is interested. Located a short distance to the Shoshone River (quality trout fishery), 5 minutes from Downtown Cody just 50 minutes from Yellowstone National Park.

Original plans, that have been modified, are available upon request.

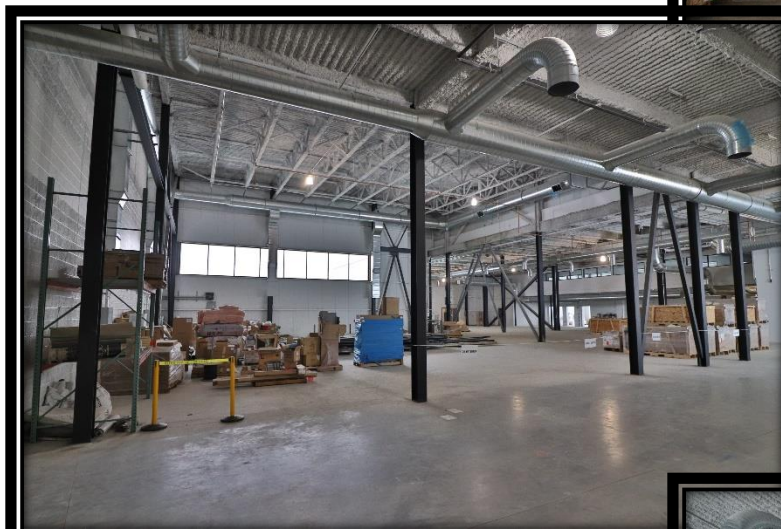




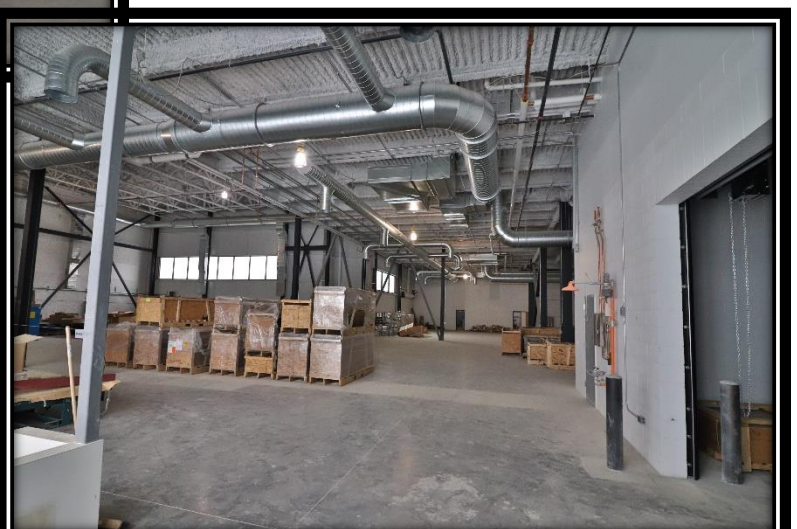
1st Floor- Looking at Office



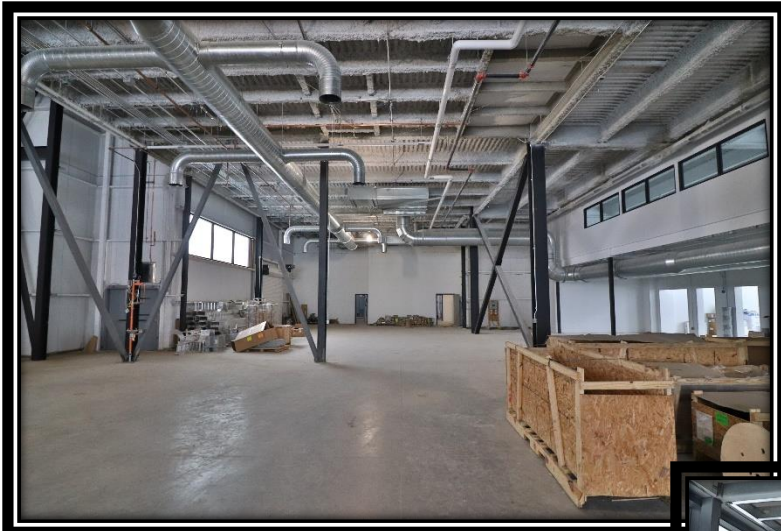
1st Floor- Looking West



1st Floor- West End



Middle- 1st Floor



Middle East- 1st Floor



Front Glass Door- South End



Air Compressor Room

1st Floor

East Roll-up Door





Mezh Mezzanine



*2nd Floor East
Below Mezzanine*



3rd Deck



4th Deck



Electric Room- North



Electric Room- North



Fire Pump Room



Office Space



South End



N.E. Corner



East View

*East View and
View of Canyon*





East View



North End



North Outlying Property



North End



North End



North End



View of the McCullough Peaks



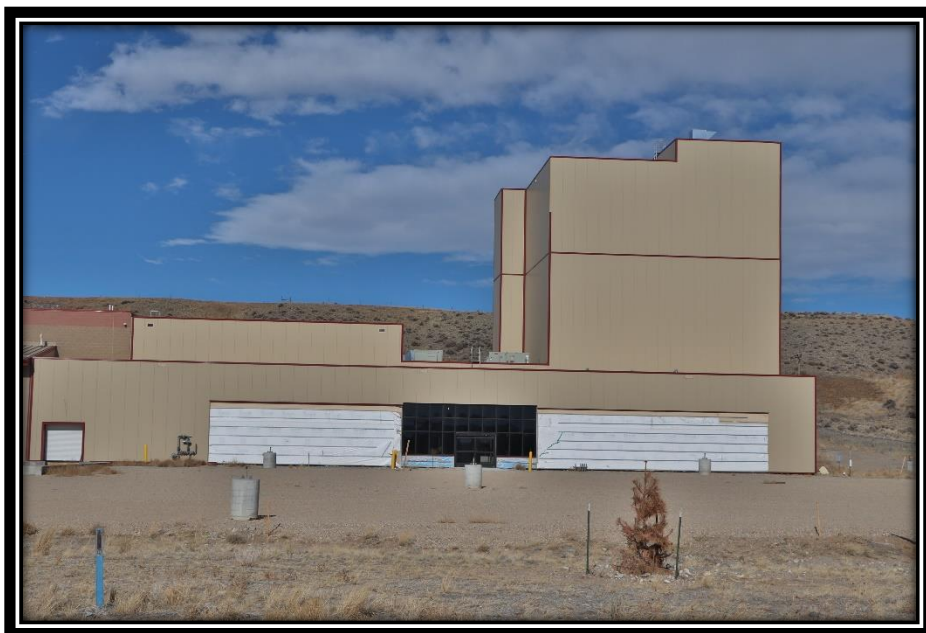
*View of Cedar
& Rattlesnake Mountains*



*View of Carter Mountain
from Property*



*View of Both Buildings
from Road 2AB
Building on the Left Has
Lease/Purchase Option*



*Front View of
Property for Sale*

MLS #: B10017743A (Active) List Price: \$1,200,000

125 Road 2AB Cody, WY 82414



Business Type: Construction/Contractor,
Industrial, Manufacturing
Apx Total Building SqFt: 30819
Restrooms: 2
Stories: 3
Apx Year Built: 2021

Area: Cody Out of Town
Apx Miles from Town: 3

Equipment & Fixtures Included: Yes

Inventory List: No

Natural Gas Company: Black Hills Energy

Electric Company: City

Sewer: City

Primary Water Type: City

Primary Heat: Forced Air

Primary Fuel Type: Natural Gas

| | Level | Size/Description |
|-------------|-------|------------------|
| Office Area | Main | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Type of Other Structures: None

Inclusions: Utility infrastructure.

Exclusions: None

Apx Deeded Acres: 14.86

Apx Lot SqFt: 647302.00

Property Rights: Fee Simple

Parcelable: Yes

Tax Year: 2022

Total Tax \$: 15113.56

Taxed w/Other Land: No

Personal Property Tax Year: 0

Personal Property Tax \$: 0.00

Detailed Zoning: Cody - Heavy Industrial (HI)

Seller Fin: No

Disclosures: No

Legal Description: North Cody Industrial Park MS#1, Lot 2 (14.86 Acres).

Exterior Siding: Steel Siding**Commercial Features:** 3-Phase Electric**Roof:** Membrane**Miscellaneous:** None**Cooling:** None**Parking Availability:** Private

Comments: Commercial Building on 14.86 acres in Cody City Limits zoned HI (Heavy Industrial). This unique zoning allows maximum use flexibility for industrial light manufacturing. The property features 30,819 square feet of commercial space built in 2021. This construction is top quality with the interior being unfinished ready to complete to fit your business model. Features include: 480-volt electrical service, emergency generator, 2 HVAC systems, building materials onsite included, all city utility services, fiber for communications (to lot line), unloading docks, membrane roof, several mezzanines for offices or work stations, 2 elevator shafts, parking lot lighting roughed in, perimeter fenced and more. See documents for additional details. West adjacent property/building has a lease/purchase option that can be discussed if a buyer is interested. Located a short distance to the Shoshone River (quality trout fishery), 5 minutes from Downtown Cody just 50 minutes from Yellowstone National Park.

Directions to Property: Belfry Hwy to Road 2AB, to property, on the North side of the road.**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.

Information for building 125 RD 2AB

Electrical

- 480 volt approx. 3,000 amps available to building
- very little power ran thru building
- Temporary lights on all floors
- Some electrical components in crates and pallets on 1st floor
- Emergency generator located outside on North side of building, (not operational)
- Some electric heaters and switch gear on various floors still in Cases
- No permanent lighting in building

HVAC

- Two roof top units operational (tonnage unknown)
- Natural gas heat (two thermostats, one on first floor, one in office space)
- electrical compressors units for cooling
- recently serviced (about 2 months ago December??)
- Most HVAC duct work not installed, some ductwork and control in crates on 1st floor

Structural

- On east end of building large areas of the wall are sealed with plywood, plastic and insulation (temporary design)
- City water plumbed to building in fire pump room, but valved off
- Some water lines thru parts of the building but not active
- Two restrooms walled in but no fixtures installed
- restroom fixtures in main room on west end of building
- Hot water heater installed on 1st floor in closet
- Flat membrane roof, difficult access to all levels.
- Front door access sliding glass doors
- Large roll up door on Southeast wall of building
- two smaller rollup doors on north side of building
- two elevator shafts installed from 1st deck to 5th deck
- All elevator equipment to install are in crates on 1st floor
- No phone services installed
- No internet services installed
- Parking lot wired for light poles but not installed
- Fencing around back side of building but not in front.

most doorways have door frames but doors not installed

Small loading dock on southwest end of building, dock leveler not installed

Dock leveler on floor by front door

Room built and partially plumbed for compressed air, no air compressors

Fire suppression

Fire suppression water plumbed into building in fire pump room and valved off

Fire pump in place but not plumbed

no active fire suppression in building

no fire or smoke detectors installed in building

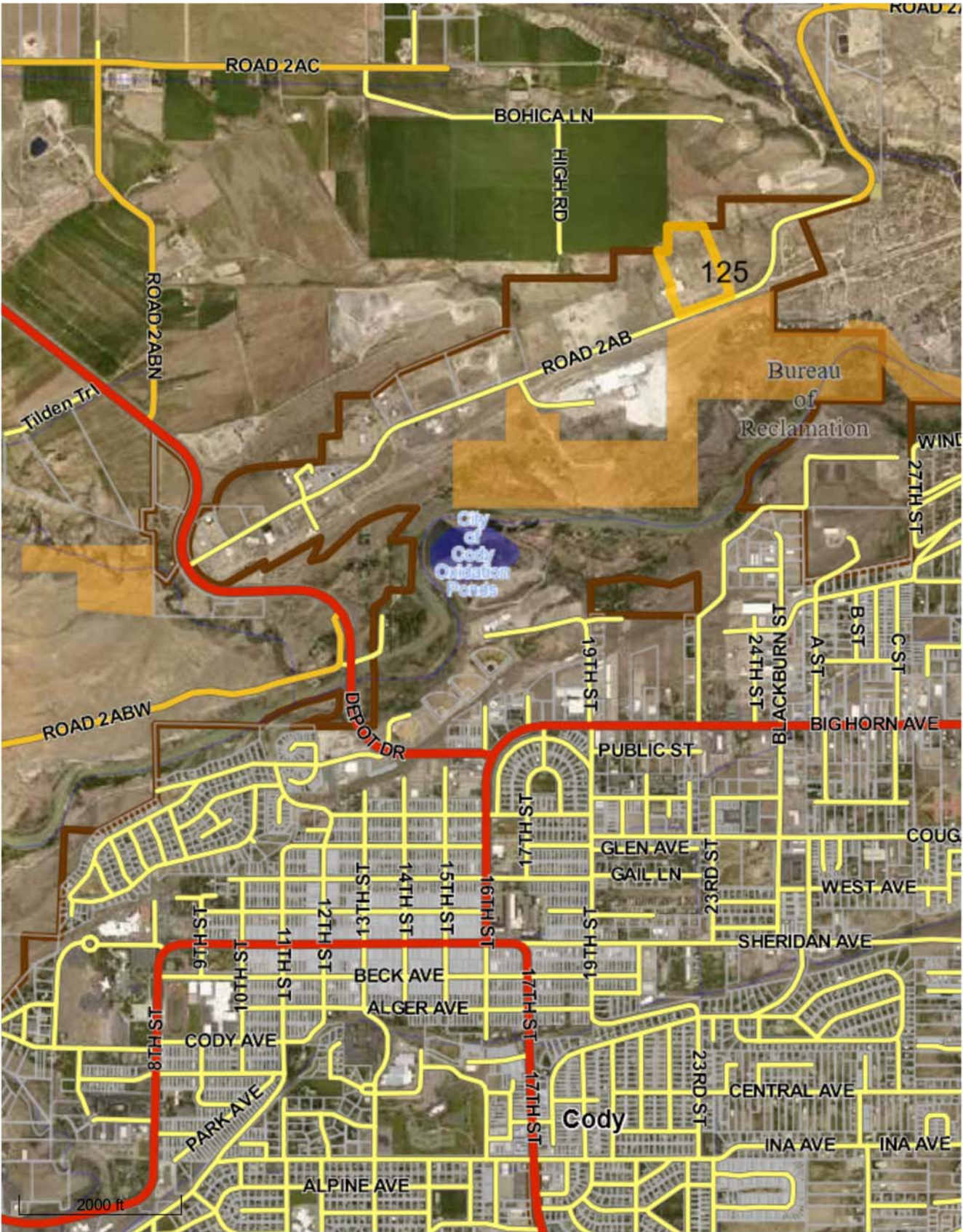
Piping for more fire suppression laying ion 1st floor

Most floors have piping for sprinklers and sprinklers installed.

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)

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; *

- 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 _____