



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

## CREEK PROPERTY POWELL, WY



**\$699,000**

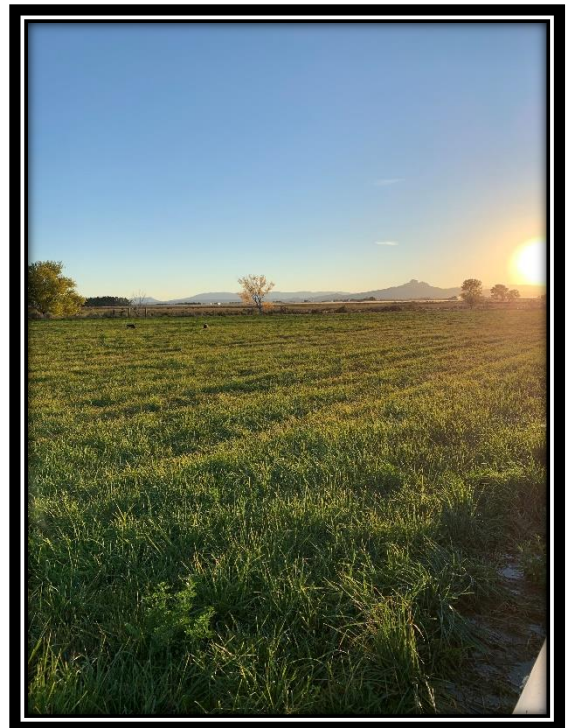
*Build your dream home on this 27 acre property with end of road privacy, approximately  $\frac{3}{4}$  of a mile of fishing on Alkali Creek, mountain views, trees along the creek and as a bonus you are backed up to Bureau of Reclamation public land for extra enjoyment. Other features include: quality top soil (currently planted in grass hay/alfalfa hay mix), irrigated acres for livestock, natural gas and power available to lot line. Conveniently located 10 minutes from Powell, Wyoming and 20 minutes from Cody, Wyoming which is 50 minutes to Yellowstone National Park. See documents for Covenant and Restriction details. Qualified buyers only. Seller may request proof of funds or a letter of credit.*

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.

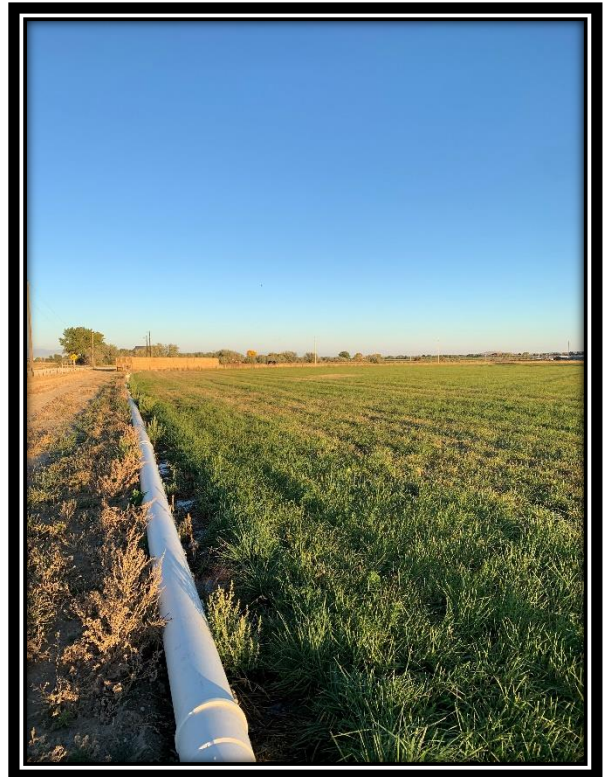
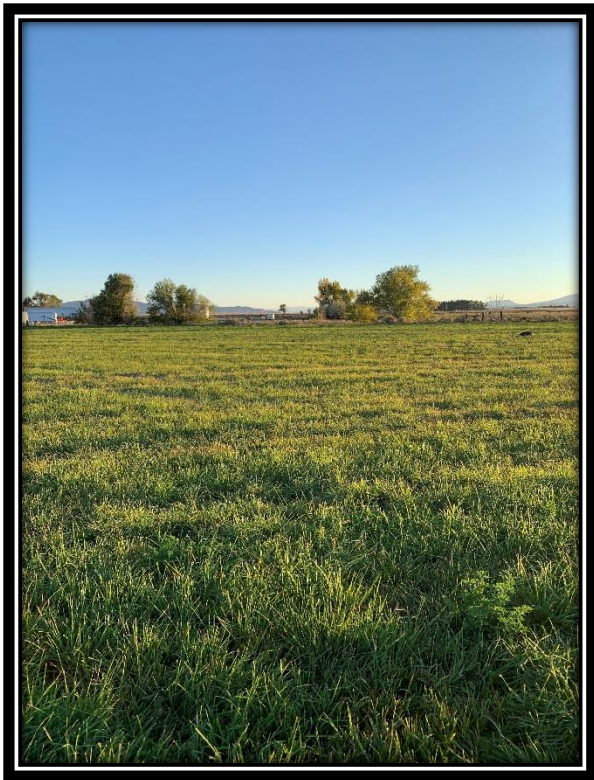




*Alkali Creek*



*Production Ground*



*Alkali Creek*



*Overview of  
Property*

MLS #: L10017685A (Active) List Price: \$699,000

TBD Road 16 Powell, WY 82435



**Potential Uses:** Residential, Agricultural, Recreational  
**Apx Deeded Acres:** 27.68  
**Apx Irrigated Acres:** 13  
**Apx Lot SqFt:** 1205741.00  
**River/Stream Front:** Yes  
**Lot Features:** Level, Recreational, Wooded  
**Views:** Mountain(s)

**Area:** Powell Out of Town  
**Subdivision:** None  
**County:** Park  
**School District:** Park County District #1  
**Apx Miles from Town:** 10

**Natural Gas Company:** Black Hills Energy  
**Electric Company:** Garland Light/Power  
**Sewer:** Septic Needed  
**Primary Water Type:** None  
**Irrigation:** Yes  
**Irrigation Fees \$:** 704.53  
**Special Assessments:** No  
**HOA:** No

**Description of Structures:** None  
**Inclusions:** All gated pipe  
**Exclusions:** None

**Irrig Co:** Heart Mountain Irrigation  
**IrgCo\$:** 704  
**IrgCoYr:** 2021

**Taxes TBD:** Yes  
**Tax Year:** 0  
**Total Tax \$:** 0.00  
**Taxed w/Other Land:** Yes

**Property Rights:** Fee Simple  
**Adj to Public Land:** Yes  
**Parcelable:** Yes

**Mobiles Allowed:** No  
**Modulars Allowed:** No  
**Detailed Zoning:** Park Co - Powell (GR-P)

**Seller Fin:** No

**Disclosures:** Yes

**Legal Description:** See in Documents

**Road Access:** Public  
**Road Maintenance:** Public  
**Road Surface:** Unpaved (Dirt/Gravel)

**Property Features:** Acreage Fenced, Adj to Bureau of Reclamation, Creek, Fishing, Hunting, Irrigated, Natural Gas to Property, Production Ground, RV Parking  
**Type Leased Land:** None  
**Has Structure:** No

**Yield Info:** Qualified Buyers Only- Seller may request proof of funds or a letter of credit.

**Comments:** Build your dream home on property with end of road privacy, approximately 3/4 of a mile of fishing on Alkali Creek, mountain views, trees along the creek, backed up to Bureau of Reclamation public land for extra enjoyment. Quality top soil (currently planted in grass hay/alfalfa hay mix), irrigated acres for livestock, natural gas and power available to line. Located 10 minutes from Powell, Wyoming.

**Directions to Property:** Hwy 14A to Lane 11 in Ralston, head North to Road 16, North to property, look for sign.

**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 #: L10017685A

LEGAL DESCRIPTION

CLIENT: Ed Wells

785-S-21  
November 29, 2021

A parcel of land being that property described by the Warranty Deed recorded as Document 2012-6020, at the Park County Clerk and Recorder's Office in Cody, Wyoming, and consisting of Parcel 1 (Parcel B) and Parcel 2 (Parcel C), and located in Section 21, Section 22, and Lot 101 (S1/2NW1/4, S1/2, Original Section 22), T55N, R100W, 6th PM, Park County, Wyoming, with the boundary lines of said Parcels as described by said Warranty Deed recorded as Document 2012-6020, being revised by Boundary Line Adjustment to be Parcel 3B and Parcel 3C and described more particularly as follows:

Parcel 3B

Commencing at the 5/8 inch rebar found at the Northeast corner of Lot 7 of said Section 22; thence, S00°06'10"W, along the east line of said Lot 7, 839.16 feet, to a calculated position being the POINT OF BEGINNING of this parcel of land description.

Thence, from said Point of Beginning continue S00°06'10"W, along the east line of Lot 7 and Lot 9 of said Section 22, 1155.70 feet, to a 1 3/4 inch iron pipe found at the Southeast corner of said Lot 9; thence, S00°00'48"W, 59.88 feet, to a 5/8 inch rebar found bent Northeast; thence, N88°06'52"W, 344.73 feet, to a calculated position; thence, N44°49'29"W, 227.22 feet, to a calculated position; thence, S52°53'27"W, 81.11 feet, more or less, to the approximate centerline of Alkali Creek as an ambulatory boundary; thence, N32°11'39"W, along said boundary, 100.30 feet; thence, N73°20'43"W, along said boundary, 139.55 feet; thence, N30°37'14"W, along said boundary, 200.55 feet; thence, N49°55'15"W, along said boundary, 238.27 feet; thence, N28°06'53"W, along said boundary, 126.25 feet; thence, N47°02'00"W, along said boundary, 368.54 feet; thence, N38°28'44"W, along said boundary, 72.69 feet; thence, N59°28'34"W, along said boundary, 119.20 feet; thence, N38°28'24"W, along said boundary, 276.93 feet; thence, N70°42'22"W, along said boundary, 354.59 feet; thence, S00°15'37"W, leaving said approximate centerline and ambulatory boundary, 13.40 feet, more or less, to the calculated position of the Northeast corner of Tract 101-8, from which a 3 inch brass cap witness corner found bears S00°15'37"W, along the east line of said Tract 101-8, 62.00 feet; thence, N89°55'45"W, along the north line of said Lot 101-8, 719.54 feet, to a 2 inch aluminum cap found; thence, N77°40'45"E, 751.41 feet, to a 2 inch aluminum cap witness corner found; thence, continue N77°40'45"E, 20.00 feet, to a calculated position; thence, S00°41'01"W, 55.35 feet, to a 2 1/2 inch aluminum cap found; thence, S83°55'36"E, 109.26 feet, to a 2 inch aluminum cap found; thence, S64°45'09"E, 223.36 feet, to a 2 inch aluminum cap found; thence, S44°46'09"E, 234.63 feet, to a 5/8 inch rebar found; thence, N89°51'18"E, 1517.85 feet, to said Point of Beginning of this parcel of land description, containing 31.47 acres, more or less; Together with,

Parcel 3C

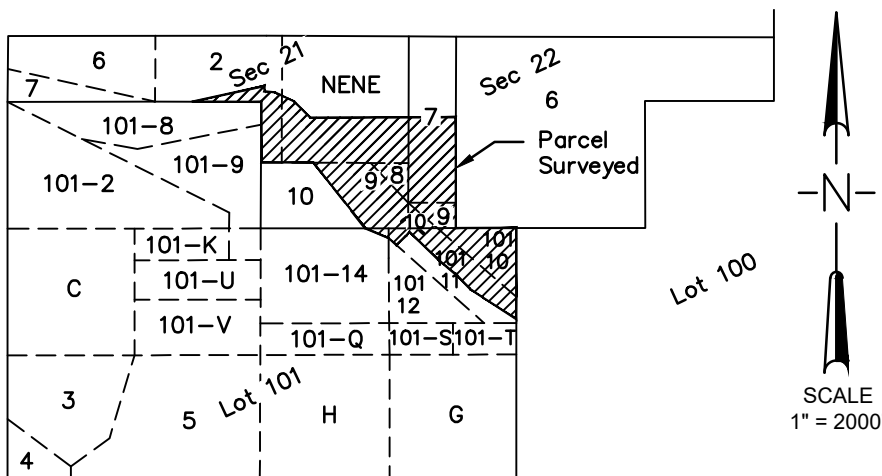
The property as described by said Warranty Deed recorded as Document 2012-6020 (being Parcel 1 and Parcel 2) , EXCEPTING Parcel 3B as described above and containing 27.68 acres, more or less;

With said Warranty Deed property containing 59.15 acres, more less and being subject to the Park County Road 16 right-of-way and further subject to all easements, other rights-of-way and restrictions of record.

Basis of Bearing being Grid North according to the Wyoming State Plane Coordinate System, West Central Zone, with a bearing of S00°06'10"W, along the east line of Lot 7 and Lot 9 of said Section 22, 1994.86 feet, between the 5/8 inch rebar found at the Northeast corner of said Lot 7 and the 1 3/4 inch iron pipe found at the Southeast corner of said Lot 9.

LOCATION MAP

Section 21, Section 22 & Lot 101 (S2NW, S2, OS 22)  
T55N, R100W, 6th PM, Park County, Wyoming

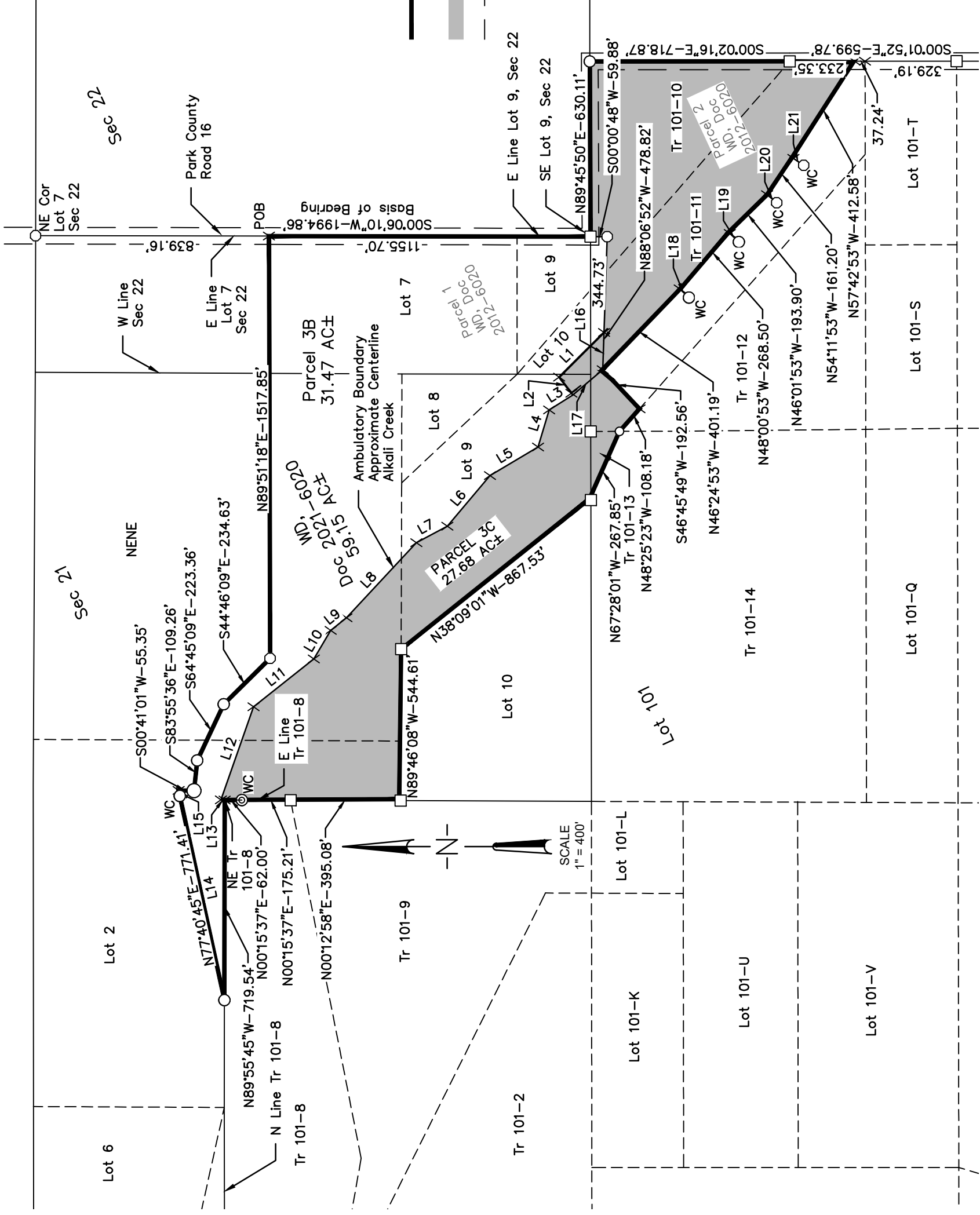


**RECORD OF SURVEY**

Page 1 of 2  
SECTION 21, SECTION 22 & LOT 101, T55N, R101W, 6TH PM  
PARK COUNTY, WYOMING  
Book 8, Page 66 - 68  
File: F:\1 PROJECTS\785-S-21\Wells BLA\DWG\785 Base.dwg[Lgl 1]

**GRANITE ENGINEERING & SURVEYING LLC**  
983 North Panther Boulevard, Powell, WY 82435  
P 307-754-9600, GraniteES@gmail.com

LINE TABLE	
LINE #	BEARING - DISTANCE
L1	N44°49'29"W-227.22'
L2	S52°53'27"W-81.11'
L3	N32°11'39"W-100.30'
L4	N73°20'43"W-139.55'
L5	N30°37'14"W-200.55'
L6	N49°55'15"W-238.27'
L7	N28°06'53"W-126.25'
L8	N47°02'00"W-368.54'
L9	N38°28'44"W-72.69'
L10	N59°28'34"W-119.20'
L11	N38°28'24"W-276.93'
L12	N70°42'22"W-354.59'
L13	S00°15'37"W-13.40'
L14	N77°40'45"E-751.41'
L15	N77°40'45"E-20.00'
L16	N88°06'52"W-134.09'
L17	N40°06'59"W-140.98'
L18	S42°52'24"W-45.14'
L19	S43°01'29"W-44.98'
L20	S40°21'37"W-45.02'
L21	S34°17'05"W-44.93'



**LEGEND**

- ⊙ 3" Brass Cap Found
- 2 1/2" Aluminum Cap Found
- 2" Aluminum Cap Found
- 1 1/2" Aluminum Cap Found
- Iron Pipe Found
- 5/8" Rebar Found
- X Calculated Position
- WC Witness Corner
- POB Point of Beginning
- WD Warranty Deed
- Doc Document
- AC± Acres, more or less
- Survey Boundary WD, Doc 2012-6020
- ▬ Parcel 3C Area
- - - Right-of-Way Line

**RECORD OF SURVEY**



## Declaration of Restrictions, Conditions and Protective Covenants

Property: R0038448

27.68 AC. DES. AS: BEG. IN THE NE COR. OF TR. 101, THEN S.89°45'50"E. 630.11', S.00°00'48"W. 59.88', N.88°06'52"W. 344.73', N.44°49'29"W. 227.22', S.52°53'27"W. 81.11', N.32°11'39"W. 100.30', N.73°20'43"W. 139.55', N.30°37'14"W. 200.55', N.49°55'15"W. 238.27', N.28°06'53"W. 126.25', N.47°02'00"W. 368.54', N.38°28'44"W. 72.69', N.59°28'34"W. 119.20', N.38°28'24"W. 276.93', N.70°42'22"W. 354.59', S.00°15'37"W. 13.40', S.00°15'37"W. 62.00', S.00°15'37"W. 175.21', S.00°12'58"W. 395.08', S.89°46'08"E. 544.61', S.38°09'01"E. 867.53', S.67°28'01"E. 267.85', S.48°25'23"E. 108.18', N.46°45'49"E. 192.56', S.46°24'53"E. 401.19', S.48°00'53"E. 268.50', S.46°01'53"E. 193.90', S.54°11'53"E. 161.20', S.57°42'53"E. 412.58', N.00°01'52"W. 233.35', N.00°02'16"W. 718.87' TO P.O.B. SEC. 21 & 22 T55 R101

**Said property is subject to these restrictions, conditions and protective covenants to ensure the appropriate building construction and use of property. This intent is to ensure the buyers' and neighboring property owners' enjoyment of living while maintaining property values.**

### Use of Property

1. There shall not be any noxious or offensive trade or activity (including but not limited to junk yards and abattoirs) within or outside any building in which any offensive, noxious, or detrimental activities take place. Nor shall any portion of the land be used for any purpose of that.
2. All improved and unimproved land shall be managed for noxious weeds as part of the weed management plan of Park County Weed and Pest District.
3. All road access to said land is hereby dictated to private use to access that property.

### Structures Permitted

1. Only single-family residence allowed. No VRBO, vacation rentals allowed.
2. Construction of residence shall be frame, log, concrete, or concrete block and have a concrete foundation with the above ground, under roof square footage minimum of 2000'.
3. A "shop house" will be permitted as long as the living area meets the 2000' square foot minimum listed above and the construction and is aesthetically pleasing.
4. Modularity, mobile homes, tiny houses etc. will not be permitted on property.
5. No basement, tent, shack, or other outbuilding shall be used as a residence.
6. Guest house will be permitted with a maximum of 1000 square feet. Construction of the guest house will follow the same guidelines as the main residence. The main residence must be built and occupied first.

**CANYON REAL ESTATE, LLC**  
**Property Disclosure Statement Required by Wyo. Stat. § 34-1-151**

In accordance with the provisions of Wyoming Statute § 34-1-151, Seller(s) disclose(s) the following items to any prospective Buyer:

- |     |   | (Initial Appropriate Blank)  |       |         |
|-----|---|--|-------|---------|
|     |   | Yes  | No    | Unknown |
| 1.  | Is the property being offered as a unified estate?  | _____  | X     | _____   |
| 2.  | Has fee ownership of the underlying mineral estate in any way been severed in the chain of title from the surface estate?   | _____  | X     | _____   |
| 3.  | Are public utilities available to serve the property?   | X  | _____ | _____   |
| 4.  | What is the location of public utilities in relation to the subject property?   | Available on the East and North boundary of the South field.                             |       |         |
| 5.  | Who is responsible to maintain any roads to or over the subject property?   | PARK County  |       |         |
| 6.  | If someone is responsible to maintain roads to or over the subject property, what level of road maintenance is available?   | _____  |       |         |
| 7.  | What is the availability of sewer and water infrastructure to serve the subject property?   | None   |       |         |
| 8.  | What is the availability of fire protection services?   | Powell Fire Dept.  |       |         |
| 9.  | Describe the existence and location of any easements across the subject property which are known to seller and which may be unrecorded or which are recorded on the records of the county clerk?<br>(Copies of easements may be attached) | HEART Mountain Irrigation District easement to check the Creek during irrigation season. |       |         |
| 10. | Has fee ownership of the wind estate been severed in the chain of title from the surface Estate?  | ?  |       |         |

The foregoing property disclosure statement is given by me only to the best of my information and belief, and without my actively researching any of the matters stated herein. **Buyer is advised that further research regarding the items disclosed herein may be necessary because Sellers have not confirmed the complete accuracy of such disclosures stated herein.**

Cal Ed Welby 1-24-22  
 Seller Date

Lerali Wells 1-24-22  
 Seller Date

The undersigned prospective Buyer(s) hereby acknowledge(s) receipt of this addendum.

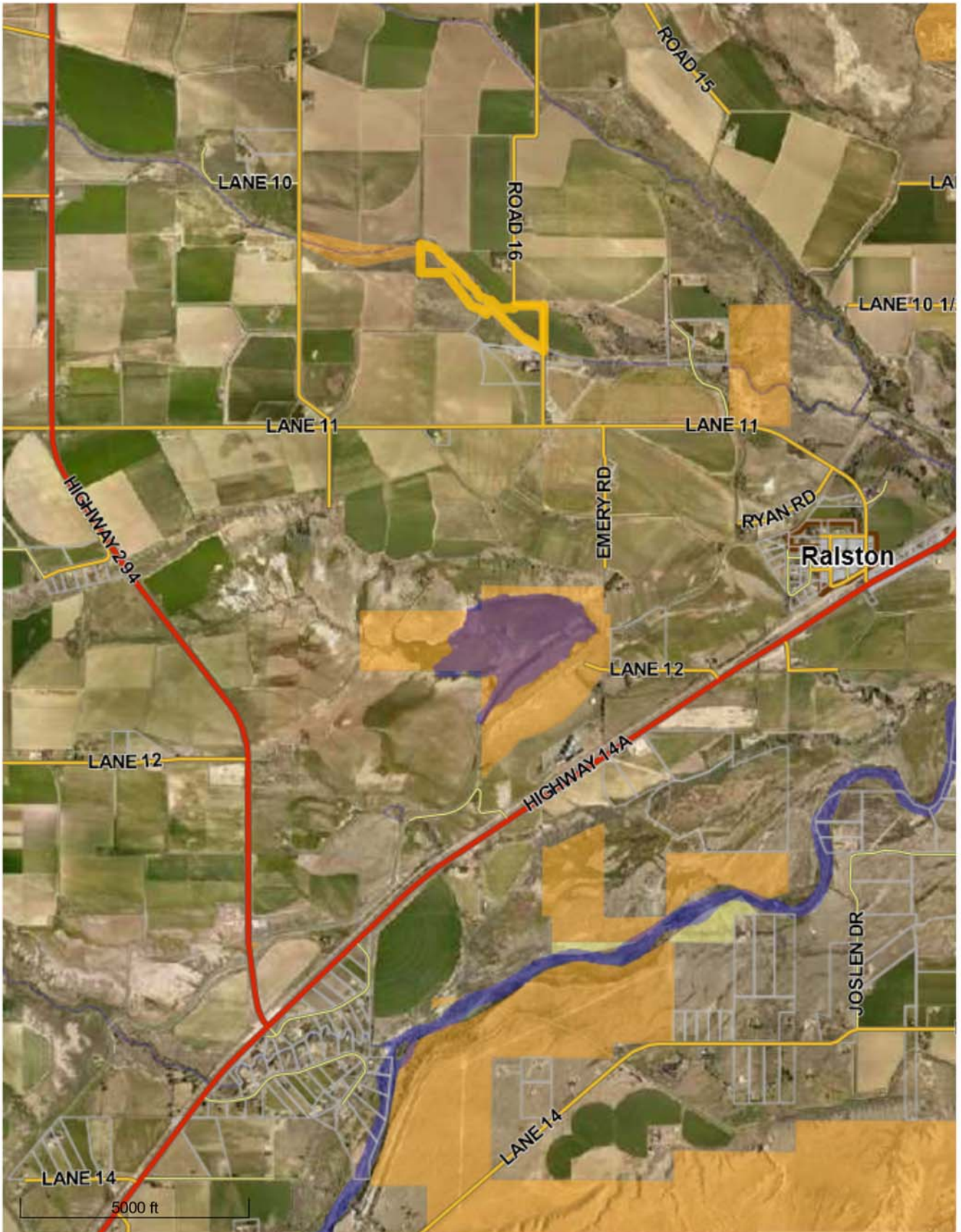
\_\_\_\_\_  
 Buyer Date

\_\_\_\_\_  
 Buyer Date

# 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; \*

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

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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 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 \_\_\_\_\_