



Canyon Real Estate, LLC

1327 Rumsey Avenue

Cody, WY 82414

307-527-7092

www.canyonrealestate.net

## *TWO 40 ACRE BUILDING SITES*



***\$40,000***

*Great building lots with outstanding mountain views in every direction. Fishing and hunting in the area. Situated near the community of Clark, 35 miles north of Cody, with year round access.*

*Lot 15 - 37.50 acres for \$40,000*

*Lot 16 - 35.59 acres for \$40,000*

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.





*Mountain Views*



*Mountain Views*



**MLS #: L10010322A (Active) List Price: \$40,000**

**0 Brushland Dr Clark, WY 82435**



**POTENTIAL USES:** Residential  
**APX DEEDED ACRES:** 37.5  
**APX IRRIGATED ACRES:** 0  
**APX LOT SQFT:** 0  
**RIVER/STREAM FRONT:** No  
**TOPOGRAPHY:** Rolling

**UNIT # OR LOT #:** Lot 15  
**AREA:** Clark  
**SUBDIVISION:** Western Heartland  
**COUNTY:** Park  
**SCHOOL DISTRICT:** Park County District #1  
**APX MILES FROM TOWN:** 6

**NATURAL GAS COMPANY:** None

**ELECTRIC COMPANY:** None

**SEWER:** None      **PRIMARY WATER TYPE:** None

**IRRIGATION FEES \$:** 0

**DRAINAGE FEE YEAR:** 0

**SPECIAL ASSESSMENTS:** No

**HOA:** No

**HOA \$:** 0

**DESCRIPTION OF STRUCTURES:** none

**INCLUSIONS:** none

**EXCLUSIONS:** none

**IRRIG CO:** 0

**IRGCO\$:** 0

**IRGCOYR:** 0

**IRGCOYR2:** 0

**IRGCOYR3:** 0

**IRGCOYR4:** 0

**TAX YEAR:** 2014

**TOTAL TAX \$:** 233.00

**TAXED W/OTHER LAND:** No

**PROPERTY RIGHTS:** Fee Simple

**ADJ TO PUBLIC LAND:** No

**PARCELABLE:** No

**MOBILES ALLOWED:** Yes

**MODULARS ALLOWED:** Yes

**DETAILED ZONING:** Park Co - 35 Acres (GR-35)

**SELLER FIN:** No

**DISCLOSURES:** Yes

**LEGAL DESCRIPTION:** 37.5 AC DES. AS: Western Heartland-Phase 1, WH-15 (ROS J-15) Sec. 33 & 34, T58 R101

**PROPERTY FEATURES:** Horse Property, Mountain View, Rolling Terrain

**TYPE LEASED LAND:** None

**PROPERTY ACCESS:** County Gravel

**HAS STRUCTURE:** No

**YIELD INFO:** nothing

**COMMENTS:** Fishing and hunting in area. Maps, plat & covenants are in documents. Great building lot with outstanding mountain views. Many building spots. Lot 16 also available.

**DIRECTIONS TO PROPERTY:** 29 miles from Cody to Edelweiss on Hwy 120, then 6 miles to Brushland Drive. Property is on the right.

**SUBJECT TO 1031:** No

**OFFICE NAME:** Canyon Real Estate, LLC (#:46)

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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 #: L10010323A (Active) List Price: \$40,000**

**0 Brushland Dr Clark, WY 82435**



**POTENTIAL USES:** Residential  
**APX DEEDED ACRES:** 35.59  
**APX IRRIGATED ACRES:** 0  
**APX LOT SQFT:** 0  
**RIVER/STREAM FRONT:** No  
**TOPOGRAPHY:** Rolling

**UNIT # OR LOT #:** Lot 16  
**AREA:** Clark  
**SUBDIVISION:** Western Heartland  
**COUNTY:** Park  
**SCHOOL DISTRICT:** Park County District #1  
**APX MILES FROM TOWN:** 6

**NATURAL GAS COMPANY:** None  
**SEWER:** None      **PRIMARY WATER TYPE:** None  
**DRAINAGE FEE YEAR:** 0  
**SPECIAL ASSESSMENTS:** No

**ELECTRIC COMPANY:** None  
**IRRIGATION FEES \$:** 0  
**HOA:** No      **HOA \$:** 0

**DESCRIPTION OF STRUCTURES:** none

**INCLUSIONS:** none

**EXCLUSIONS:** none

**IRRIG CO:** 0      **IRGCO\$:** 0      **IRGCOYR:** 0  
**IRGCOYR2:** 0  
**IRGCOYR3:** 0  
**IRGCOYR4:** 0

**TAX YEAR:** 2014      **TOTAL TAX \$:** 229.38      **TAXED W/OTHER LAND:** No  
**PROPERTY RIGHTS:** Fee Simple      **ADJ TO PUBLIC LAND:** No      **PARCELABLE:** No  
**MOBILES ALLOWED:** Yes      **MODULARS ALLOWED:** Yes      **DETAILED ZONING:** Park Co - 35 Acres (GR-35)

**SELLER FIN:** No

**DISCLOSURES:** Yes

**LEGAL DESCRIPTION:** 35.59 AC DES. AS: Western Heartland-Phase 1, WH-16 (ROS J-15) Sec. 33 & 34, T58 R101

**PROPERTY FEATURES:** Horse Property, Mountain View, Rolling Terrain      **TYPE LEASED LAND:** None  
**PROPERTY ACCESS:** County Gravel

**HAS STRUCTURE:** No

**YIELD INFO:** nothing

**COMMENTS:** Great building lot with outstanding mountain views. Many building spots. Fishing and hunting in area. Maps, plat & covenants are in documents. Lot 15 also available.

**DIRECTIONS TO PROPERTY:** 29 miles from Cody to Edelweiss on Hwy 120, then 6 miles to Brushland Drive. Property is on the right.

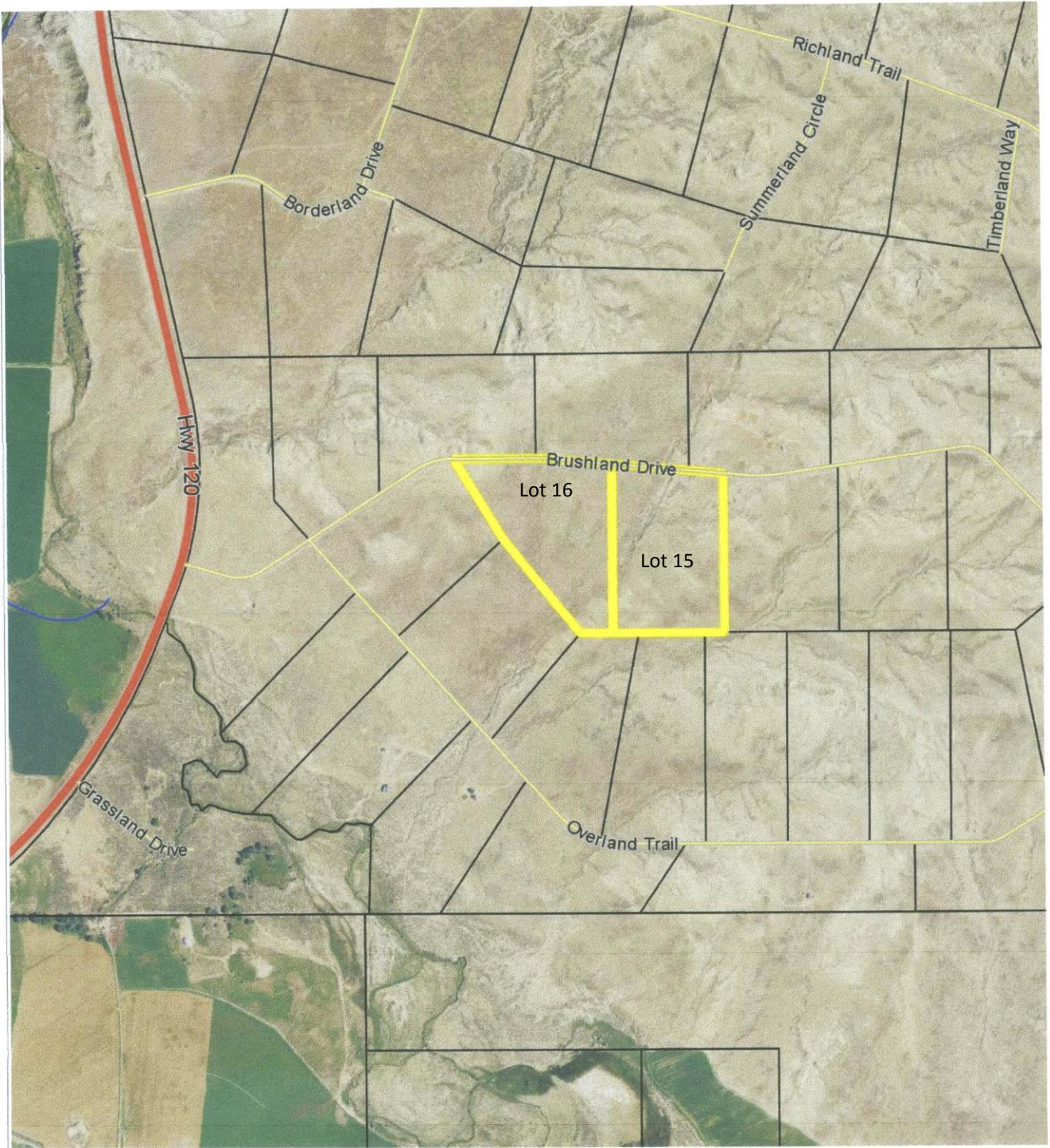
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# Park County Wyoming MapServer



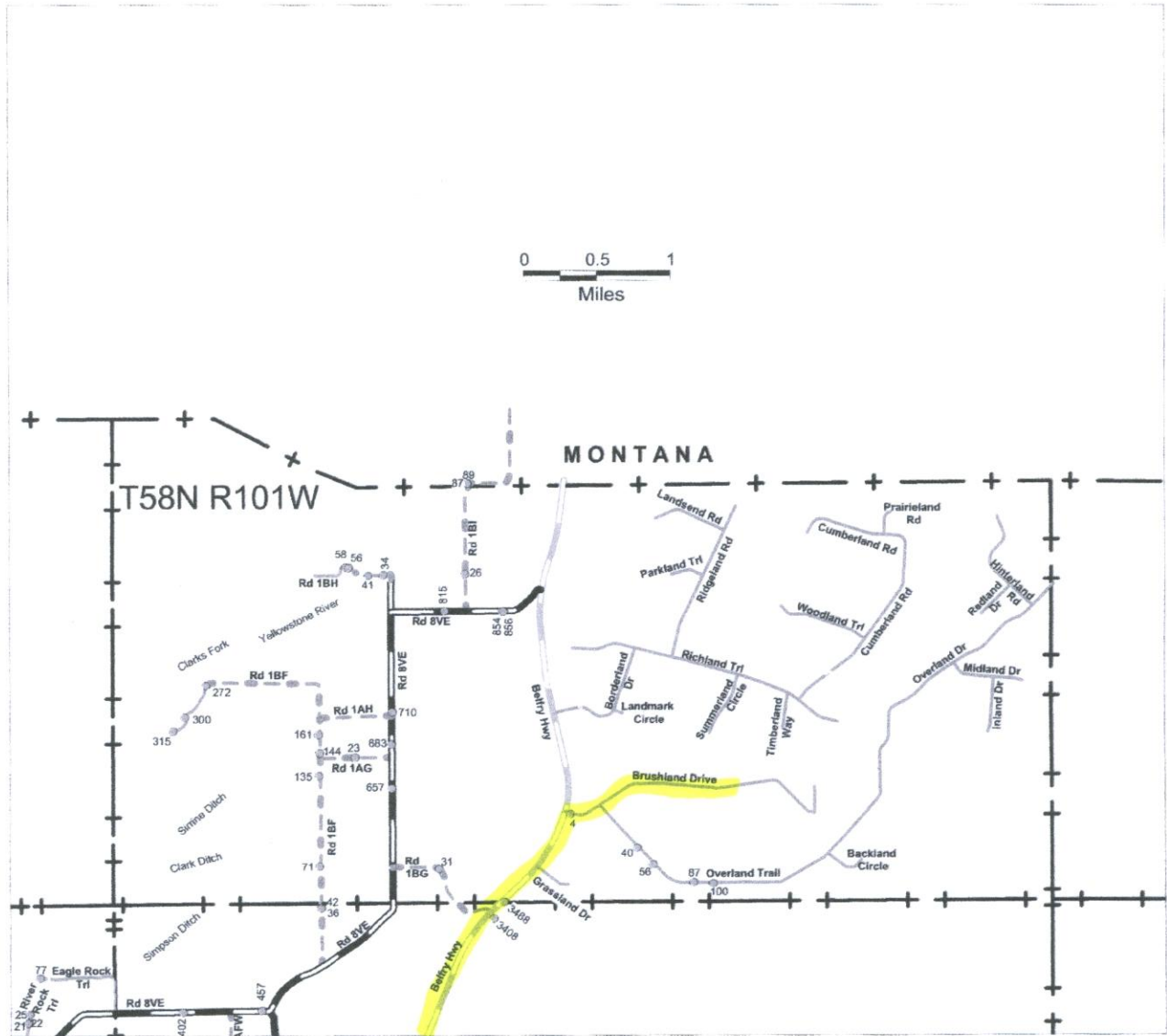
# T58N R101W

# 58101

PAGE REFERENCE:

N/A	MONTANA	N/A
58102	58101	58100
57102	57101	N/A

This map is for informational purposes only. The location and extent of roads, accesses, and property lines depicted hereon do not guarantee legal right of passage, ingress and egress, or property boundaries.



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DECLARATION OF COVENANTS  
Western Heartlands

restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604

Rocky Mountain Timberlands, Inc, a Montana corporation registered to do business in Wyoming, of 1315 E. Main St., Bozeman, MT, 59771-1153, and The Lamdin Company, a Wyoming Partnership are the titled owners of that certain property located in Park County, Wyoming, more particularly described as follows:

SEE EXHIBIT "A" ATTACHED

The Lamdin Company has entered into a contract for deed with ROCKY MOUNTAIN TIMBERLANDS, INC., a Montana corporation, of 1315 East Main Street, P.O. Box 1153, Bozeman, MT 59771-1153. As used herein, Grantor shall mean The Lamdin Company and, as long as any options are outstanding, ROCKY MOUNTAIN TIMBERLANDS, INC., collectively. ROCKY MOUNTAIN TIMBERLANDS, INC., is authorized to receive notice and act on behalf of Grantor.

Grantor hereby subjects said property to the conditions, covenants, and restrictions set forth herein. These restrictions, conditions, covenants and limitations shall run with the land and shall be binding upon the present owners and all subsequent Grantees of any portion of any area included within aforesaid legal description.

1. Any and all animals kept on the property must be fenced or contained within the boundaries of said property. Pets shall not be allowed to run at large and shall be under control at all times. No property owner or resident shall be permitted to operate a commercial hog farm, a commercial feedlot, or a commercial chicken farm on the property. Commercial dog kennels or boarding will not be allowed. Livestock operations will need to be approved in writing on a case by case basis by an association comprised of all property owners. The Grantor shall manage and administer the affairs of the association, and shall have full power and authority to act on behalf of the association until the Grantor shall have sold more than 90% of the tracts in the property. At that time, Grantor shall organize the association so that its administration shall be determined by owners of a majority of the tracts in the property. Membership in the association is mandatory for all landowners in Western Heartlands Ranch. Any approval of the association required in these covenants will be deemed given unless notice of disapproval is sent within sixty (60) days after written request for such approval is received by the association. The association shall be entitled to enforce these covenants.
2. Any property owner must assume the burden of supplying and developing water and sewage facilities for his own domestic use. Wells and water systems shall be drilled, installed and maintained at all times in accordance with all applicable rules and regulations of any public agency having authority over same.
3. The maintenance of all non-public roads on the property and non-public roads giving access to the property shall not be the responsibility of the Grantor, but shall be the responsibility of the association. The association shall assess all property owners for such maintenance an annual fee, which shall be \$100.00 per year per tract beginning in calendar year 2007 and may be increased no more than 10% per year thereafter. Annual assessments are required to be paid in full within sixty (60) days of the date the assessment is mailed. Upon the failure of any property owner to pay an assessment when due, the association may obtain and enforce a lien against the property of such owner for the unpaid assessment by recording the notice of assessment with the Clerk and Recorder of Park County, Wyoming. All future Grantees covenant and agree that until such Grantees have developed the access to their individual property to county road standards that said Grantees will not petition or request any assistance or development by the county for road improvements. When installing a driveway, an eighteen inch (18") culvert is required on any road approach.
4. All future Grantees covenant and agree that the Grantor is reserving a sixty-foot (60') easement for general ingress and egress, being located thirty feet (30') either side of the centerline of all roads constructed by Grantor herein and an eighty foot (80') wide easement for utilities, being located forty feet (40') either side of the centerline all roads constructed by Grantor. A fifteen foot (15') easement for public utilities will run parallel to all surveyed property lines. Subdivision perimeter will have a thirty foot (30') utility easement. Public utilities will follow roads where convenient and economically feasible in the opinion of the Grantor herein. All future Grantees covenant and agree that Grantor is granting said Grantee an easement for ingress and egress to the property sold herein over and across all roads which Grantor has the right to travel to said property. Proposed roads will be shown as "Exhibit A" and attached to the Abstract of Agreement and/or Warranty Deed which transfers title from Grantor to future Grantees. In the case of proposed roads shown on "Exhibit A" locations may vary when actually constructed.

PARK COUNTY, CODY, WY  
KELLY JENSEN, COUNTY CLERK

REC \$17.00

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5. All future Grantees covenant and agree not to build, maintain, operate or construct, or in any way cause to be placed within fifty feet (50') of the boundary lines of the subject property any improvements thereto. (Customary boundary fencing is excepted.) All future Grantees further covenant and agree not to cause any condition that will cause the accumulation or existence of garbage, junk, or condition causing a noxious odor on subject property, or conditions which would normally be deemed a private or public nuisance, including, but not limited to, inoperative motor vehicles and scrap materials of every sort. The association shall determine, at its discretion, what is judged to be garbage, junk, a noxious odor, a nuisance, or inoperative vehicles. Inoperative vehicles stored in a finished garage will be exempt from this paragraph.
6. All future Grantees covenant and agree that no gates, fences or other obstructions shall be placed upon any access road. This restriction shall not prevent a future Grantee from placing a gate on an access road, on Grantee's property, if the road terminates on that Grantee's property. Cul-de-sac turn-arounds on the end of roads can not be blocked or fenced at any time. Metal cattle guards will be allowed if installed in accordance with county road regulations. Any fence shall be installed in accordance with the State of Wyoming fencing laws. A landowner may install a cattle guard or gate on his driveway as long as the driveway is not part of Grantor's road system to access other parcels.
7. All future Grantees covenant and agree that any construction of homes, outbuildings or any other buildings must be completed on the exterior within eighteen (18) months of the commencement of construction, minimum square footage of a constructed home shall be 1,000 sq. ft.
8. All future Grantees covenant and agree that mobile homes may not be placed on the subject property unless they are factory modular homes or mobile homes (no more than five years old at the date of installation on this property and no less than 980 sq. ft.). Exterior materials shall be non-reflective and non-metallic. In the case of exterior walls, said non-reflective and non-metallic materials must have been factory installed. No modular or mobile home may be installed on subject property and then covered with wood siding. This covenant is not intended to prohibit a property owner from storing a factory-constructed recreational vehicle on the subject property following completion of Grantee's residence. A property owner may use a factory constructed recreational vehicle for temporary use on this property, such as during hunting season, during vacations, or pending completion of construction. In the case of construction, two (2) years shall be the maximum use. During such construction, said construction must be obvious to Grantor or one hundred eighty (180) days per year is the maximum time said recreation vehicle may be kept on subject property prior to permanent residence being completed. Construction must be on-going. Tent or teepee camping will be restricted to twenty-one (21) days or less in any calendar year. Modular or mobile homes must be located on a permanent foundation. Factory constructed R.V.'s will be allowed permanently if a cabana-type building covers them. Plans for said cabana must be approved by Grantor in writing and adhered to by Grantee.
9. All future Grantees covenant and agree that no signs or advertisements shall be placed on this property, except for a sign designating the owner's name, lot number and/or address. This restriction shall not preclude any future Grantee from placing a "For Sale" sign on the property. "No trespassing" signs will be allowed with a minimum of two hundred feet (200') spacing between signs. Any proposed commercial activity on this property will require prior written approval from the association.
10. All future Grantees covenant and agree not to further subdivide the property and not to erect more than two (2) single-family residences and accompanying outbuildings per each thirty five (35) acre or larger lot.
11. Any provisions herein may be amended or revoked, and additional provisions added, at any time by written instrument duly signed and acknowledged by the owners of record of not less than 60% of the parcels covered under these covenants as described in the legal description herein.
12. The subject property is subject to an existing grazing lease that extends through October 31, 2007. In the event any landowner does not want livestock on his or her land, the landowner maintains the right to fence the livestock out at the landowner's expense. Said fencing and/or cattle guards shall comply with paragraph 6 herein.
13. In the event it should become necessary for any party, which shall include a landowner, either legal or equitable, or any tract within the boundaries of the lands herein described, to seek enforcement of these covenants against any offending party, then the successful litigant or litigants shall be entitled to receive from the other party or parties, in addition to the costs and disbursements allowed by statute, reasonable attorney's fees. Any violation of these covenants may also be deemed a breach of the terms and provisions of the contractual provisions of purchase under the sale agreement, and shall be in addition to and not in lieu of further remedies that may be available to the Grantor or its assigns, the association or other affected parties.

DATED this 6<sup>th</sup> day of June, 2007.

The Lamdin Company  
A Wyoming Partnership

PARK COUNTY, CODY, WY  
KELLY JENSEN, COUNTY CLERK

REC \$17.00

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By: William D. Landin, Jr  
Title: Seller/Partner

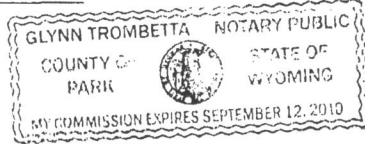
By: Patricia K. Landin  
Title: Seller/Partner

STATE OF Wyoming )  
 : ss.  
County of Park )

On this 6<sup>th</sup> day of ~~May~~ JUNE, 2007, before me, a Notary Public in and for the State of Wyoming, personally appeared William & Patricia Landin known to be the authorized representative of The Landin Company, a Wyoming partnership, and acknowledged to me that he executed the foregoing instrument for and on behalf of said Corporation.

In witness whereof, I have hereunto set my hand and seal the day and year first above written.

Glynn Trombetta  
GLYNN TROMBETTA  
Print Name  
Notary Public for the State of Wyoming  
Residing at CODY PARK City  
My Commission Expires: 9.12.10



DATED this 28<sup>th</sup> day of May, 2007.

Rocky Mountain Timberlands, Inc  
A Montana corporation registered to do business in Wyoming

By: [Signature]  
Title: President

STATE OF MONTANA )  
 : ss.  
County of Gallatin )

On this 28<sup>th</sup> day of May, 2007, before me, a Notary Public in and for the State of Montana, personally appeared Wayne Joyner, known to be the authorized representative of Rocky Mountain Timberlands, a Montana corporation registered to do business in Wyoming, and acknowledged to me that he executed the foregoing instrument for and on behalf of said Corporation.

In witness whereof, I have hereunto set my hand and seal the day and year first above written.

Tammy Brekke  
Tammy Brekke  
Print Name  
Notary Public for the State of Montana  
Residing at Belgrade, MT  
My Commission Expires: 01/01/2010



PARK COUNTY, CODY, WY  
KELLY JENSEN, COUNTY CLERK

REC \$17.00

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Exhibit "A"

Legal description:

Township 58N, Range 101W, Section 33 lying east of hwy 120, section 34 all, section 35  
all.

PARK COUNTY, CODY, WY  
KELLY JENSEN, COUNTY CLERK

REC \$17.00

06/06/2007  
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#2007-4168  
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**CLARK, WYOMING**, where the grandeur of the rugged Beartooth Mountains loom majestically over the sage covered prairie is situated 30 miles north of Cody. The Clarks Fork of the Yellowstone River, Wyoming's only federally designated 'wild and scenic river' flows out of the Clarks Fork Canyon and meanders through the valley. The Clarks Fork Canyon is the division between the Beartooth Mountains to the north and the Absaroka Mountains to the south. Looking west when you turn into Clark, from the Canyon south, the mountains you see are Bald Peak, Bald Ridge, Trout Peak, Pat O'Hara and Heart Mountain. There are 3 drainages to the north of the canyon, Little Rock Creek, Bennett Creek and Line Creek.

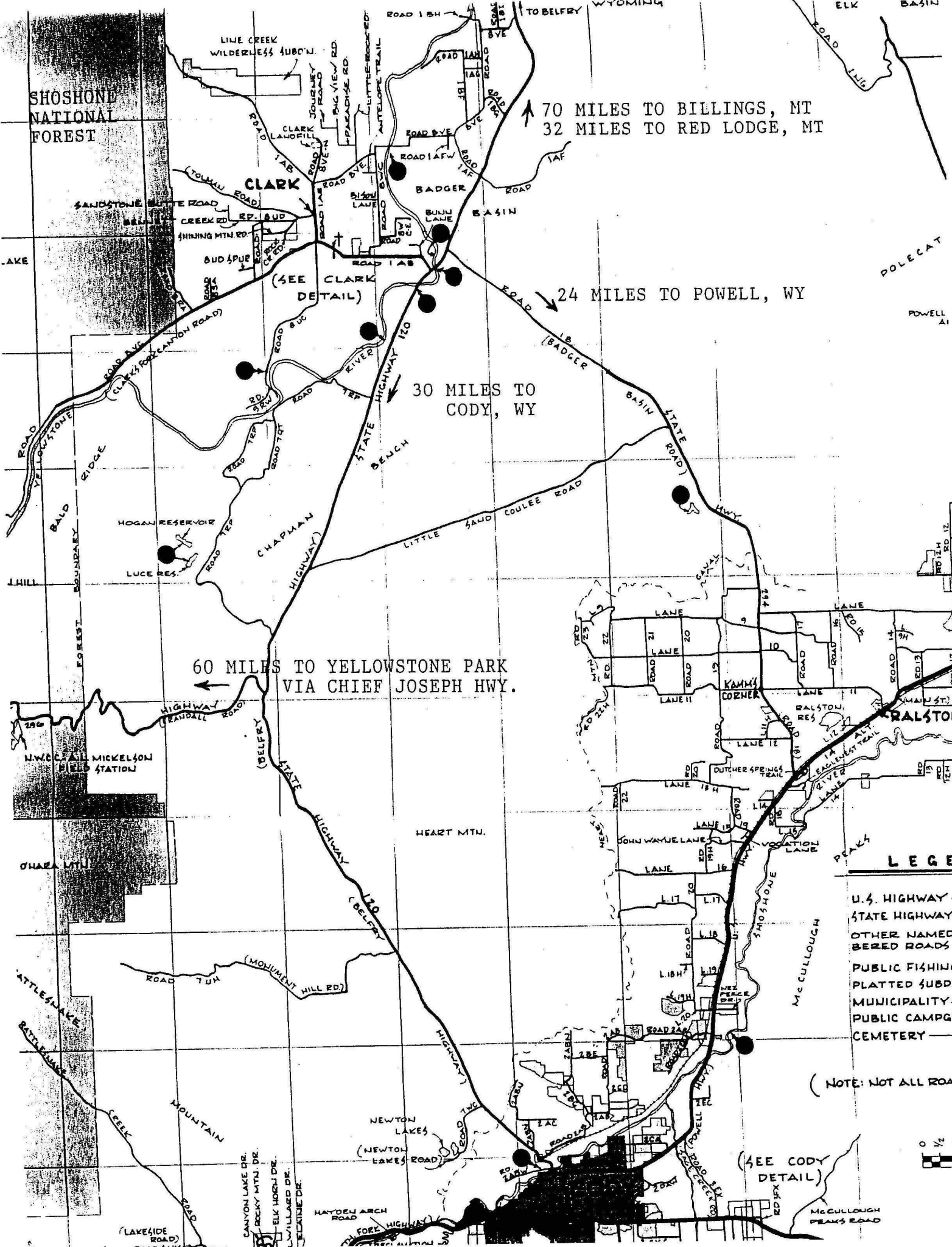
Clark's legal boundaries encompasses approximately 193 square miles. The boundary begins just north of County Road 7RP on Chapman Bench (Hwy.120) and goes north to the Montana state line, west to the Shoshone National Forest and east to include some of the arid lands in Badger Basin. The first Clark post office was established in 1891 and the first school was established in 1895. There are approximately 300-350 residents in the Clark valley today. There is no longer a post office. Mail comes through the Powell post office.

There are 3 accesses to the Shoshone National Forest, the Clarks Fork Canyon being the most spectacular. From the mouth of the Canyon you can horseback ride, hike or 4-wheel drive five miles along the river with towering mountain walls on either side. At the end of the canyon, the trail on the north side switchbacks to the top of the Beartooth Mountains and goes over to Highway 212. This is the Morrison Jeep Trail.

Looking across the river on the south face of the canyon, the steep trail that Chief Joseph and the Nez Perce Indians took on their escape from Yellowstone Park in 1877 can be faintly seen. Colonel Sturgis had been waiting at the mouth of the Canyon. He was told by scouts that there was no way that the Nez Perce could escape through this canyon and he moved his company south to Heart Mountain. The Nez Perce accomplished an amazing fete, and 700 people and 2000 horses escaped through this canyon and headed north.

A year later in 1878, the Bannock Indian conflict took place on the Clarks Fork River. During the early morning battle, among the dead were Captain Andrew Bennett and Little Rock, a Crow interpreter. Bennett Creek, Bennett Buttes and Bennett Buttes Cemetery are named in honor of Captain Bennett. Little Rock Creek was named after the Crow interpreter.

The Clarks Fork Recreation Center hosts community activities including an annual rodeo. Clark is within the Powell School District with an elementary school of Kindergarten through fifth grade and a student population averaging 30-35 students total.



SHOSHONE NATIONAL FOREST

LIVE CREEK WILDERNESS SUBDIVISION

70 MILES TO BILLINGS, MT  
32 MILES TO RED LODGE, MT

CLARK

BADGER

24 MILES TO POWELL, WY

30 MILES TO CODY, WY

60 MILES TO YELLOWSTONE PARK VIA CHIEF JOSEPH HWY.

HEART MTN.

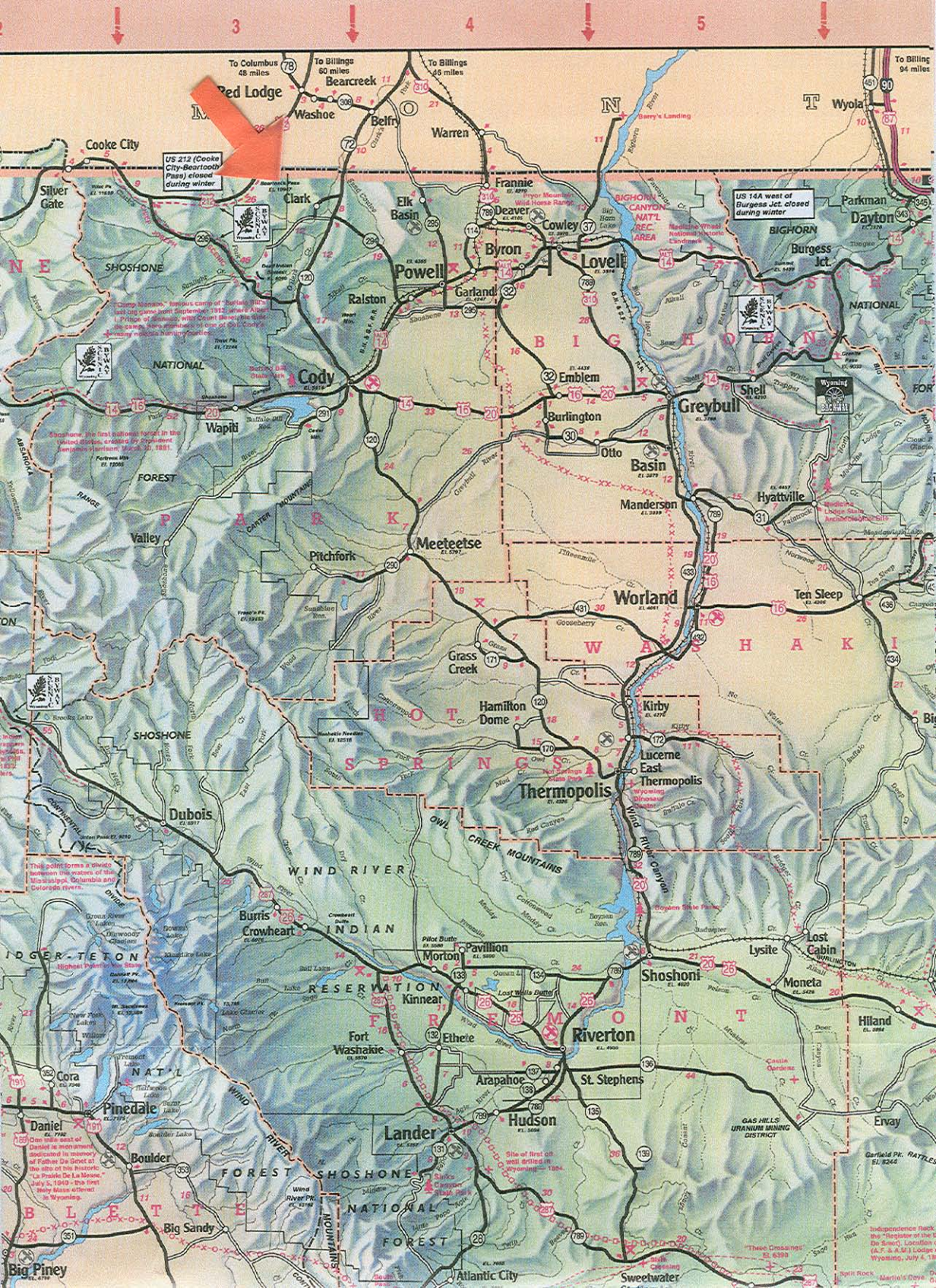
**LEGEND**

- U.S. HIGHWAY
- STATE HIGHWAY
- OTHER NAMED ROADS
- PUBLIC FISHING PLATTED SUBDIVISION
- MUNICIPALITY
- PUBLIC CAMPGROUND
- CEMETERY

(NOTE: NOT ALL ROADS SHOWN)

(SEE CODY DETAIL)





US 212 (Cooke City-Bearcreek Pass) closed during winter

US 14A west of Burgess Jct closed during winter

Camp Robinson - Indian camp of "Buffalo Bill" last seen soon September 1882 when A. L. Price of Montana with Grant Bland, the first to capture here specimens of one of the country's growing moose hunting parties

Shoshone - the first national forest in the United States, created by President Benjamin Harrison March 31, 1881

This point forms a divide between the waters of the Mississippi, Columbia and Colorado rivers

Highest Point in Wyo. State

Daniel is mentioned in memory of Father De Genet at the site of this historic "La Prade De La Moine" July 5, 1910 - the first "Baby Face" arrested in Wyoming

Site of first oil well drilled in Wyoming - 1864

These Crossings - E. 8390

Independence Park - the "Birthplace of the De Smet" Location (C.R. & J.A.) Lander Wyoming, July 4, 1820