



Canyon Real Estate, LLC

1327 Rumsey Avenue

Cody, WY 82414

307-527-7092

www.canyonrealestate.net

# WELL, POWER, PHONE ON 20 ACRES



**\$62,000**

*Dramatic views of the rugged Beartooth Mountains are to be had on this 20 acre parcel. Power is along the County road on the east and also along the north boundary. A well has been drilled. Good access off County maintained gravel road which is about a 1/8 of a mile from paved County road. BLM is a short distance down the road. Access to the Clarks Fork Canyon and Shoshone National Forest is about 10 minutes from this property. Located in the community of Clark, it is 30 miles to Cody, Powell or Red Lodge, MT. Billings, MT is about one hour and 20 minutes.*

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.



*Beartooth Mountains*



*Beartooth Mountains*





*Looking East*



*Heart Mountain  
To the South*



*Looking Northwest*



*Well on Property*



POTENTIAL USES: Residential  
APX DEEDED ACRES: 19.55  
APX IRRIGATED ACRES: 0  
APX LOT SQFT: 0  
RIVER/STREAM FRONT: No  
TOPOGRAPHY: Flat

AREA: Clark  
SUBDIVISION: None  
COUNTY: Park  
SCHOOL DISTRICT: Park County District #1  
APX MILES FROM TOWN: 0

NATURAL GAS COMPANY: None  
SEWER: InstllSptc  
DRAINAGE FEE YEAR: 0  
SPECIAL ASSESSMENTS: No

ELECTRIC COMPANY: Beartooth Electric Co  
PRIMARY WATER TYPE: Well  
IRRIGATION FEES \$: 0

HOA: No HOA \$: 0

DESCRIPTION OF STRUCTURES: None- vacant land

INCLUSIONS: None- vacant land

EXCLUSIONS: None- vacant land

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

TAX YEAR: 2015 TOTAL TAX \$: 364 TAXED W/OTHER LAND: No  
PROPERTY RIGHTS: Fee Simple ADJ TO PUBLIC LAND: No PARCELABLE: No  
MOBILES ALLOWED: No MODULARS ALLOWED: Yes DETAILED ZONING: Park Co - 20 Acres (GR-20)

SELLER FIN: No  
DISCLOSURES: Yes

LEGAL DESCRIPTION: 19.55 AC. DES. AS: N/2SE/4SW/4 (EX. .45 AC. PARC. ON E. SIDE OF CO.) SEC. 17 T57 R102

PROPERTY FEATURES: Flat Terrain, Mountain View TYPE LEASED LAND: None  
HAS STRUCTURE: No PROPERTY ACCESS: County Gravel

COMMENTS: Dramatic views of the rugged Beartooth Mountains. Power is along the County road on the east & also along the north boundary. A well has been drilled. Good access off County maintained gravel road which is about a 1/8 of a mile from paved County road. BLM is a short distance down the road. Access to the Clarks Fork Canyon & Shoshone National Forest is about 10 minutes from property.

DIRECTIONS TO PROPERTY: County Road 1AB past school, turn left on County Road 8UD, follow to Rustler's Way.

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.

## DRILLERS LOG

Name Lovell NO. 5<sup>th</sup> UW 96007 Date 3-29-95

Location CLARK WY

Date Started 3-17-95 Date Completed 3-29-95 Driller JERRY W SM. 74

Yield 10 G.P.M. Static 120 Ft. Total Depth 160 Ft.

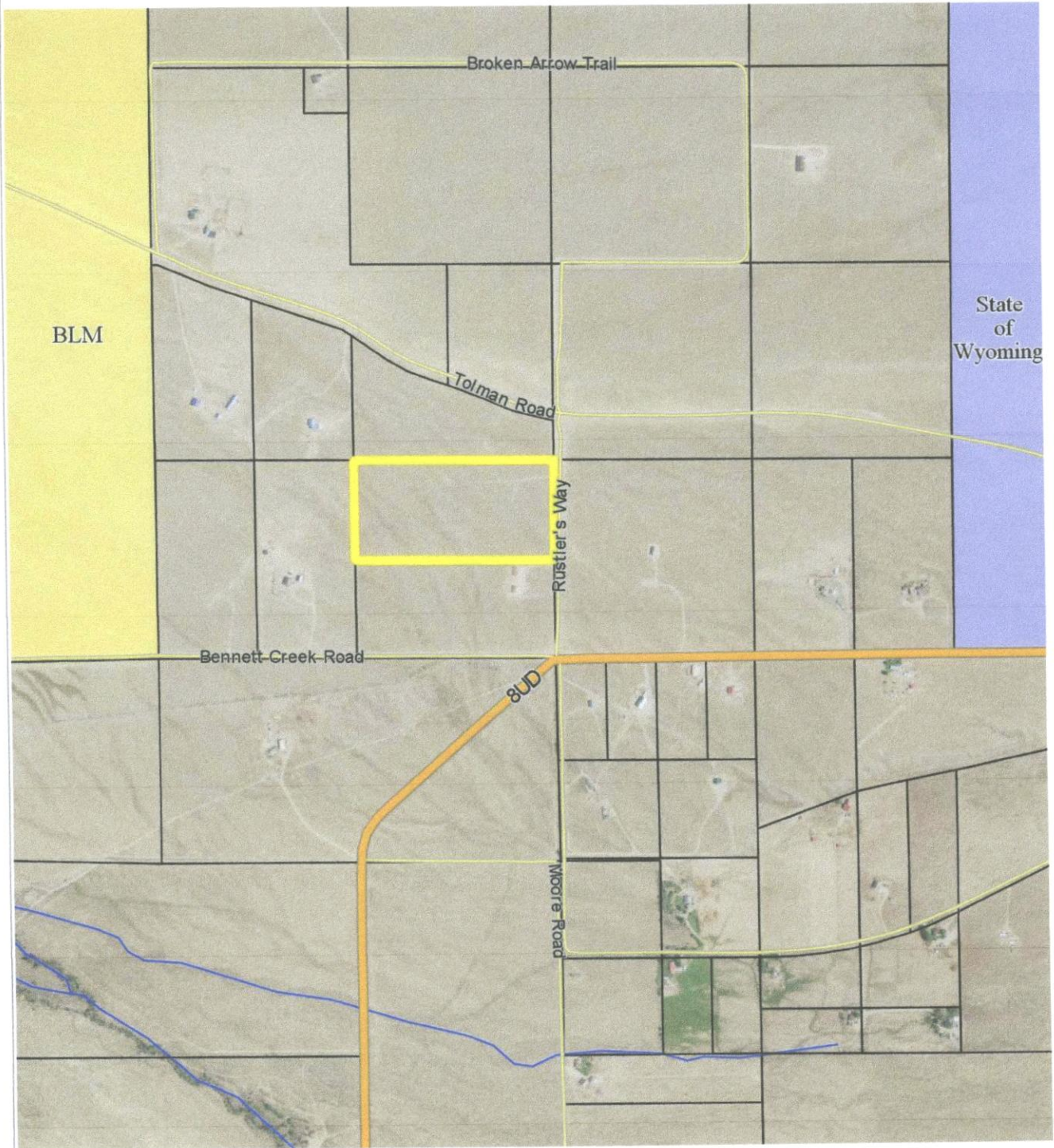
Material: 60 Ft. Steel 8" Gauge .250 Ft Plastic      Gauge 200 PSI

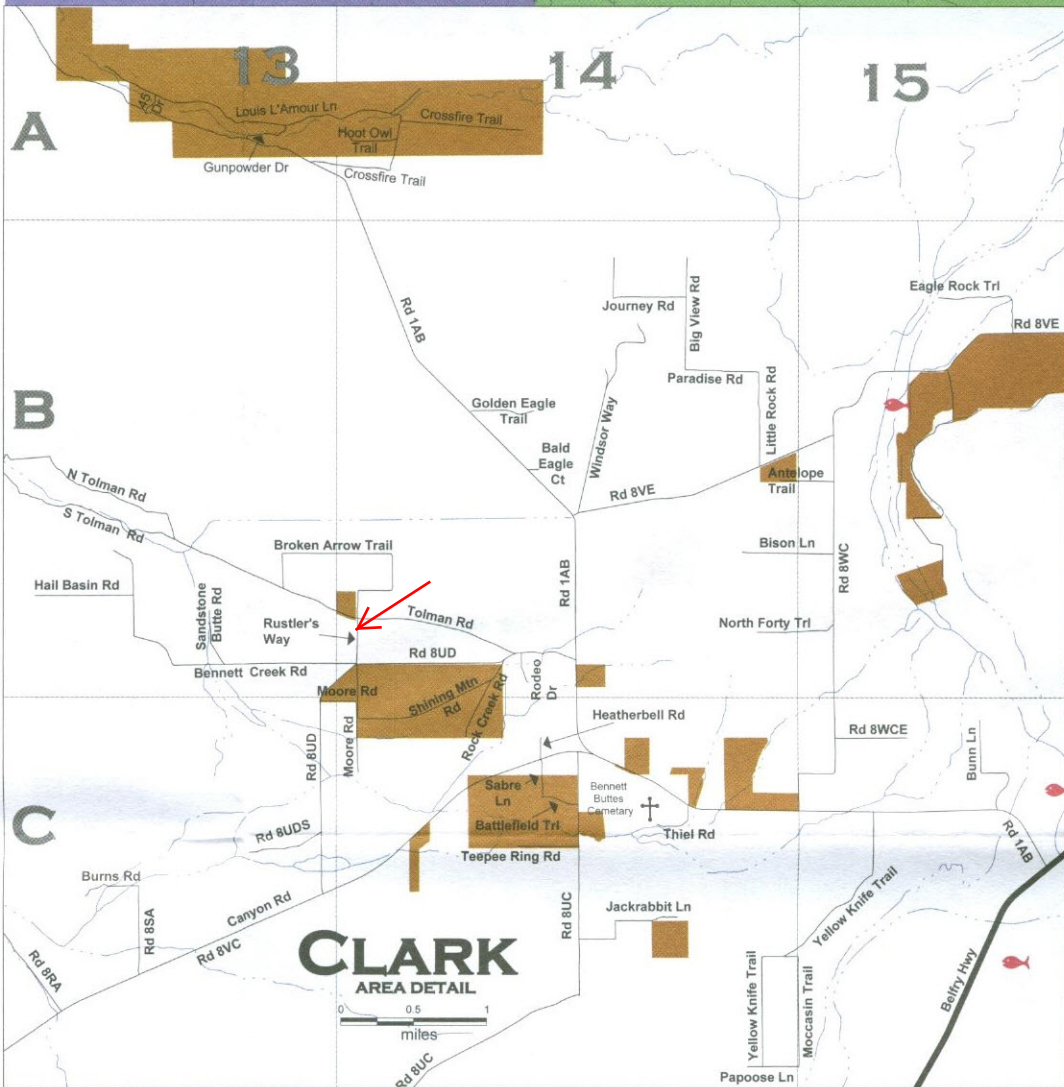
Jerry's water well service po BOX 74 Deaver WY 82421 ph 664-2284

S.S. 518-94-1706

Log:			
From	To	Formation	Remarks:
0 ft	60 ft	sand & gravel boulders	
60	70	sandy clay DC	
70	85	GRAY SHALE	
85	100	BROWN SANDSTONE	
100	110	COAL & BLACK SHALE MIX	
110	140	Grey SHALE	
140		grey sandstone	1420 10 G.P.M.

# Park County Wyoming MapServer





**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.

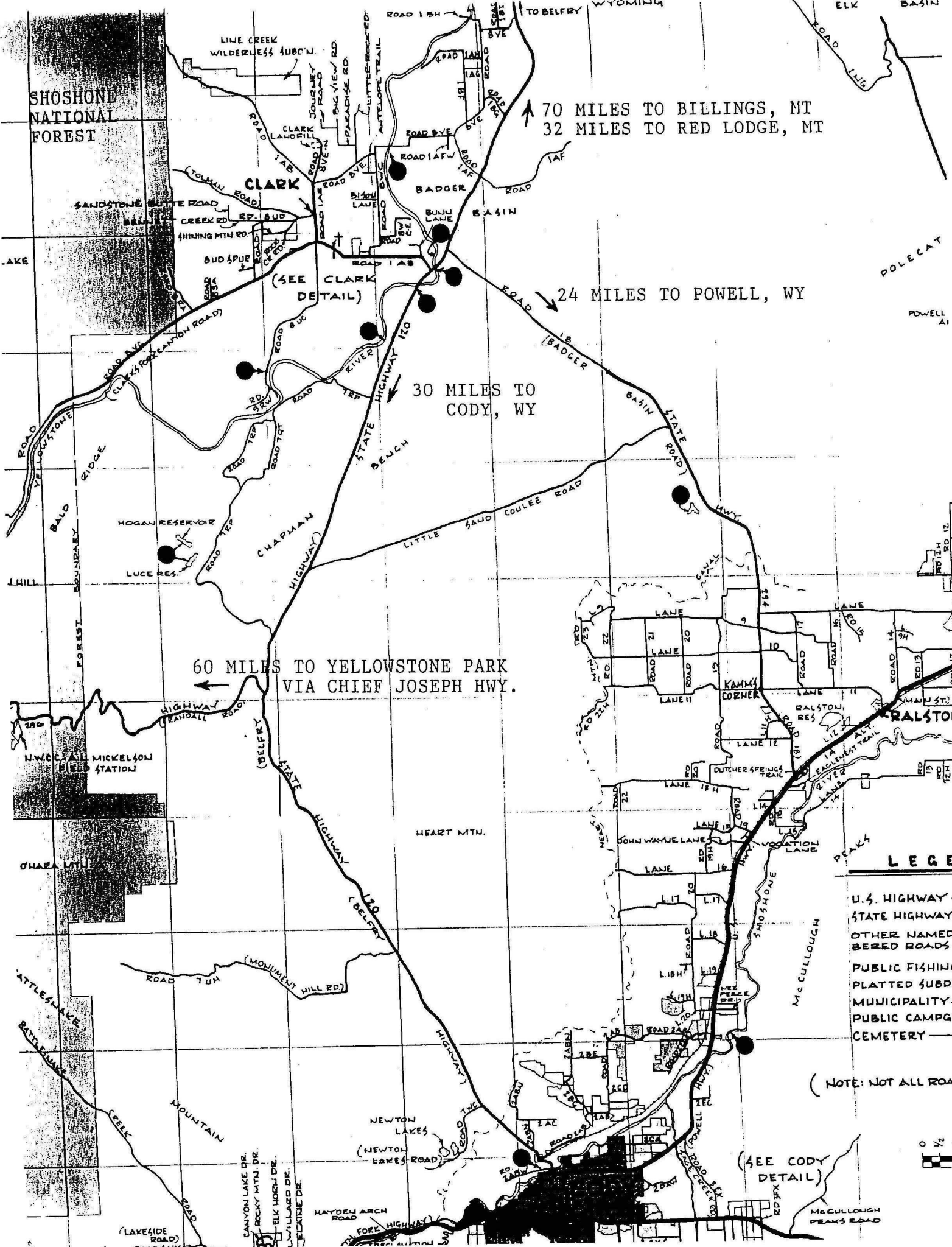
There are 3 accesses to the Shoshone National Forest, the Clarks Fork Canyon being the most spectacular. From the mouth of the Canyon you can horseback ride, hike or 4-wheel drive five miles along the river with towering mountain walls on either side. At the end of the canyon, the trail on the north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

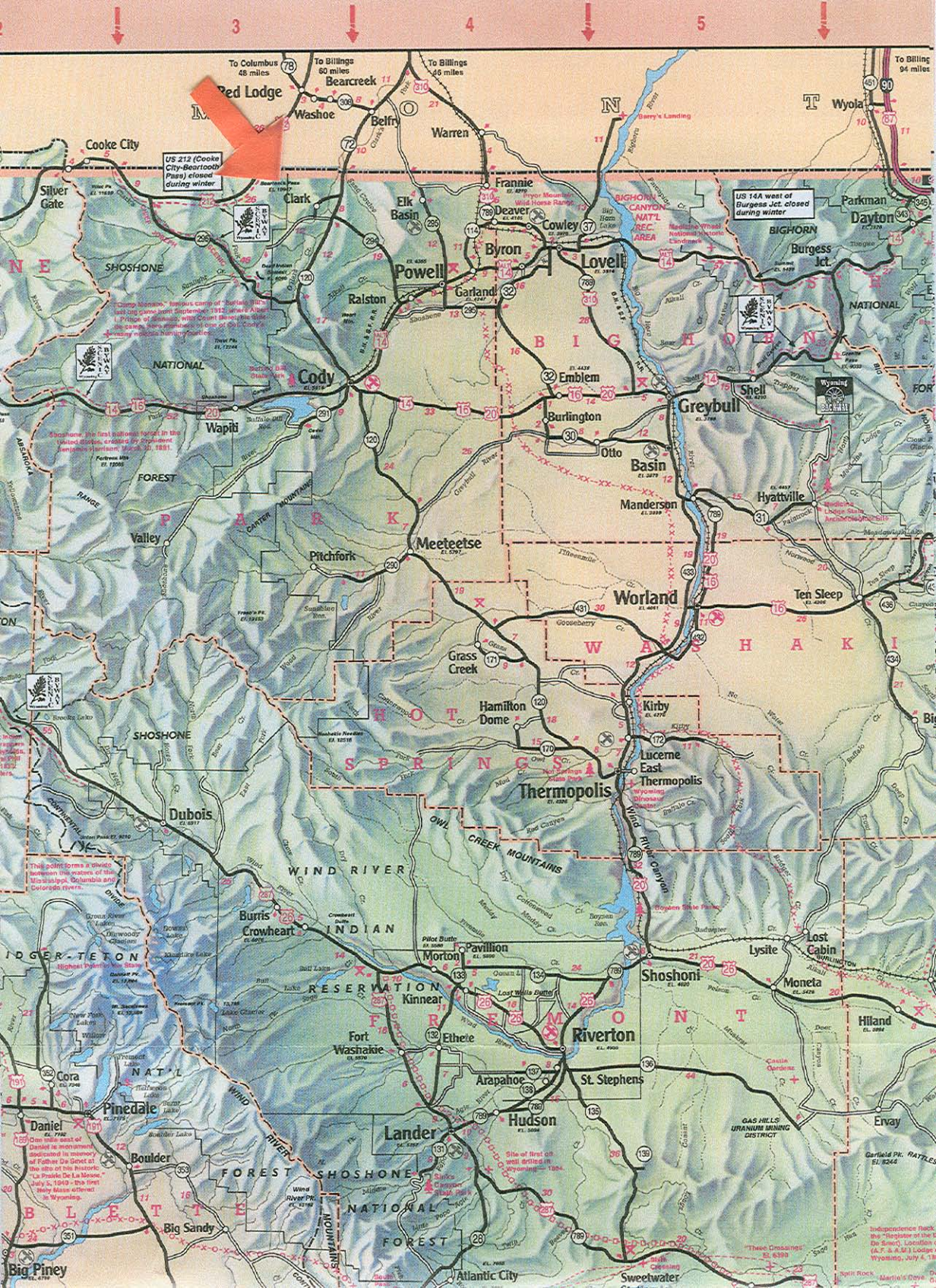
Looking across the river on the south face of the canyon, the steep trail that Chief Joseph and the Nez Perce Indians took on their escape from Yellowstone Park in 1877 can be faintly seen. Colonel Sturgis had been waiting at the mouth of the Canyon. He was told by scouts that there was no way that the 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.







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4

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

US 14A west of Burgess Jct closed during winter

Camp Robeson - Robeson camp of "Buffalo Bill" last set game soon September, 1912 where Adair L. Pringle of Montana, with Grant Basso, 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 - El. 8390

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



**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 Rita Lovell

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 \_\_\_\_\_