

WILDLIFE PARADISE RANCH

Edgar, Montana



\$1,500,000



Canyon Real Estate, LLC

1327 Rumsey Ave., Cody, WY 82414

Office (307) 527-7092 Cell (307) 899-7092

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.



WILDLIFE PARADISE RANCH

Now offering this extremely unique 149 acre wildlife paradise ranch just 40 minutes from Billings, Montana or 30 minutes from Red Lodge, Montana. This property is poised and ready for your dream home with privacy and views in multiple directions. With approximately 2/3 of a mile of the Clarks Fork River you'll find endless species of fish to catch or upland bird hunting opportunities along with several big game animals to hunt for the sportsman. Or if farming is your specialty, then you'll enjoy raising alfalfa hay on approximately 108 irrigated acres with yields of approximately 6 ton to the acre. This property is located at the end of a county road with available power and a well on the property. You can have it all and never leave your land!

















*Clarks Fork
River*



Clarks Fork River



Slough



Slough



MLS #: H10012748A (Active) List Price: \$1,500,000

TBD Homestead Rd Edgar, MT 59026



Days on Market: 13
Original List Price: \$1,500,000
Basement: No

Total # Residence: 0
Area: Montana
County: Carbon, MT
School District: Unknown
Apx Irrigated Acres: 107.51
Apx Deeded Acres: 148.33
Total Lease Acres: 0
Has Lease/Permits: No

Type of Leased Land: None

Mineral Rights: Yes

Room Type	Level	Sz/Desc	Room Type	Level	Sz/Desc	Room Type	Level	Sz/Desc

Inclusions: gated pipe

Exclusions: none

IrrigCo: Orchard Canal

IrrigCost: 850

IrrigCoYr: 2017

Taxes TBD: No

Tax Year: 2017

Total Tax \$: 958.39

Taxed w/Other Land: No

Property Rights: Fee Simple

Parcelable: Yes

Adj to Public Land: No

River/Stream Front: Yes

Detailed Zoning: Park Co - 1/2 Acre (R-H)

Topography: Flat

Legal Description: see in documents

Road Access: Public

Road Maintenance: Public

Road Surface: Unpaved (Dirt/Gravel)

Natural Gas Company: None

Electric Company: Northwest Energy

Sewer: Septic Needed

Primary Water Type: Well

Exterior Features: Acreage Fenced, Dirt Ditches, Fishing, Horse Property, Hunting, Irrigated, Mountain View, Production Ground, Recreational, River Frontage, Rolling Terrain, Wooded Acreage

Yield Info: approximately 6 ton to the acre of alfalfa hay (3 cuttings)

Comments: This extremely unique 149 acre wildlife paradise ranch is poised and ready for your dream home with privacy and views in multiple directions. With approximately 2/3 of a mile of the Clarks Fork River you'll find endless fishing and hunting opportunities. Approximately 108 irrigated acres with yields of approximately 6 ton to the acre. This property has available power and a well on the property.

Directions to Property: Travel East through Edgar Montana, cross railroad and river, turn North on Homestead Road, travel 3 miles on county road, look for signs, property on the left

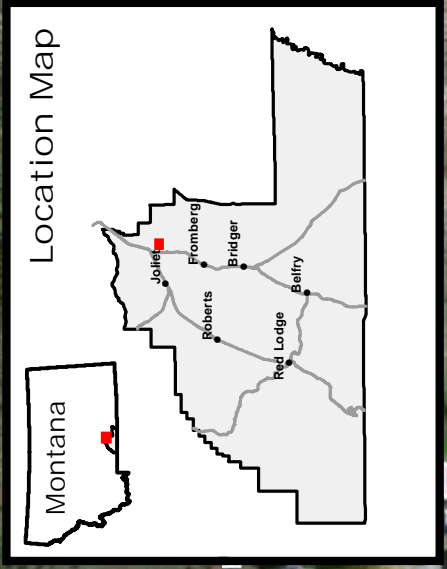
Subject to 1031: No

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 #: H10012748A



DUKE PROPERTY

0 50 100 150 200
Feet

1:2,000

Duke Property
 Property Boundaries

September 11, 2017

DUKE GEORGE B. &
BENJAMIN BUCHANAN

EMITER
CURTIS F.

P.A.
PROSPECT
LLC

DHR LLC

P.A.
PROSPECT
LLC

JONES
MICHAEL W.

BLM

DUKE GEORGE B.

MCCLINTOCK
FRANK &
SONS

LAZY HX
RANCH
LLC

HARRIS CATTLE

HARRIS CATTLE

CERTIFICATE OF SURVEY 1878 2nd

PURPOSE OF THIS SURVEY: TO CREATE AN AGRICULTURAL TRACT LOCATED IN PORTIONS OF GOVERNMENT LOTS 4, 6, 7, 8, 9, 10, AND A PORTION OF THE SE1/4NW1/4 SECTION 12, T.4S., R.23E., P.M.M., CARBON COUNTY, MONTANA SURVEYED BY BEARTOOTH LAND SURVEYING SURVEY REQUESTED BY LANDOWNERS: ROBERT G. HONSHER AND JUDITH L. HONSHER

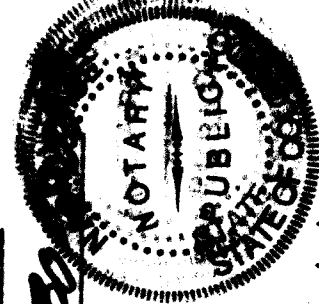
LEGAL DESCRIPTION:

A tract of land located in portions of Government Lots 4, 6, 7, 8, 9, 10 and a portion of the SE1/4NW1/4 of Section 12, T.4S., R.23E., P.M.M., Carbon County Montana, more particularly described as follows: Beginning at the E1/4 corner of said Section 12, thence S89°44'54"W, a distance of 1369.22 feet, to the N1/2NE1/4 corner of said Section 12, to the POINT OF BEGINNING, thence N03°15'35"W, a distance of 173.99 feet, to the N1/2NE1/4 corner of said Section 12, thence N89°20'00"W, along the south line of Tract 2A-AG, a distance of 1739.99 feet, thence N03°43'15"W, a distance of 579.39 feet, thence N89°22'32"W, a distance of 139.71 feet, to a point on the thread of the Clarks Fork of the Yellowstone River, thence S28°18'45"W, a distance of 504.02 feet, to the N1/2NE1/4 corner of said Section 12, a distance of 504.02 feet, thence S04°09'38"E, a distance of 504.02 feet, to the N1/2NE1/4 corner of said Section 12, a distance of 504.02 feet, thence S37°10'13"E, a distance of 450.38 feet, thence S29°54'44"E, a distance of 156.97 feet, thence N53°03'11"E, a distance of 450.38 feet, thence N89°44'54"E, a distance of 1369.22 feet, to the N1/2NE1/4 corner of said Section 12, thence N00°56'13"E, a distance of 668.25 feet, to the N1/2NE1/4 corner of said Section 12, thence N00°56'13"E, a distance of 668.25 feet, to the N1/2NE1/4 corner of said Section 12, thence S00°05'37"E, a distance of 210.32 feet, to the N1/2NE1/4 corner of said Section 12, thence S78°11'21"E, along the north line of said certificate of survey 1739.99, a distance of 1739.99 feet, thence S89°53'40"E, a distance of 652.54 feet, to the north east corner of said certificate of survey 1739.99, to a point on the west line of the S1/2NE1/4SE1/4 of said Section 12, thence N00°18'47"E, a distance of 1016.78 feet to the POINT OF BEGINNING, containing 148.33 acres. Subject to any encumbrances or rights-of-way of record, appurtenant to the tract, and subject to any future determination of navigability of the Clarks Fork of the Yellowstone River. Should the Clarks Fork of the Yellowstone be determined to be navigable the ownership of Tract 1 will be to the mean low water of the river and the abandoned river bed.

LANDOWNER CERTIFICATION:

We hereby certify that the purpose of this survey is to create a tract of land to be used exclusively for agriculture purposes and that the tract is to be owned jointly by the parties to the transaction running with the land and recognizable only by mutual consent of the governing body and the property owner, that the land will be used exclusively for agricultural purposes, and that no structure requiring a building permit shall be erected on the parcel created. Therefore this division of land is exempt from review by the Department of Environmental Quality pursuant to ARM 17.36.805(1)(b). Any change in land use subjects this division of land to review and approval pursuant to Section 76-3-207(2)(b), MCA and ARM 17.36.805(1)(b).

Robert G. Honsher
 Robert G. Honsher
Judith L. Honsher
 Judith L. Honsher
 Date: 9-28-2020
 My Commission expires 11-30-2020



COUNTY TREASURER CERTIFICATION:

I hereby certify, pursuant to Section 76-3-411(1)(b), MCA, that no real property taxes are assessed and levied on the land described above and encompassed by this subdivision plat are delinquent.

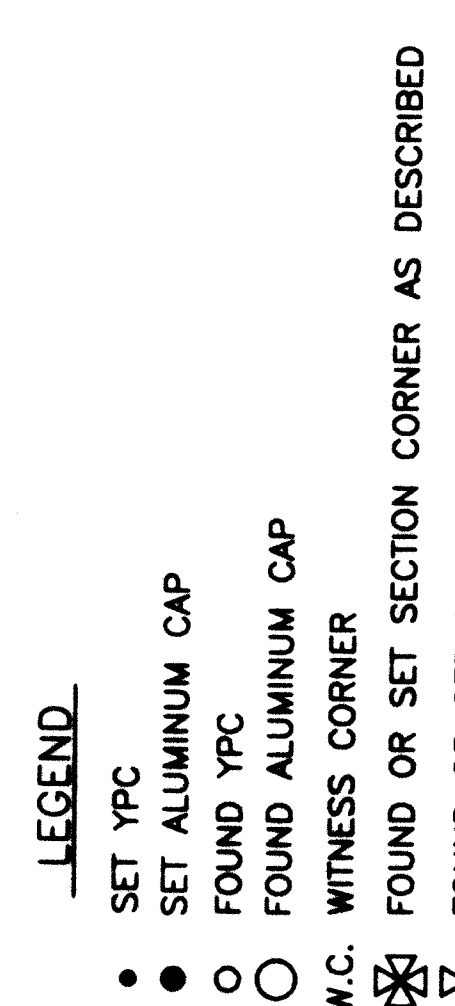
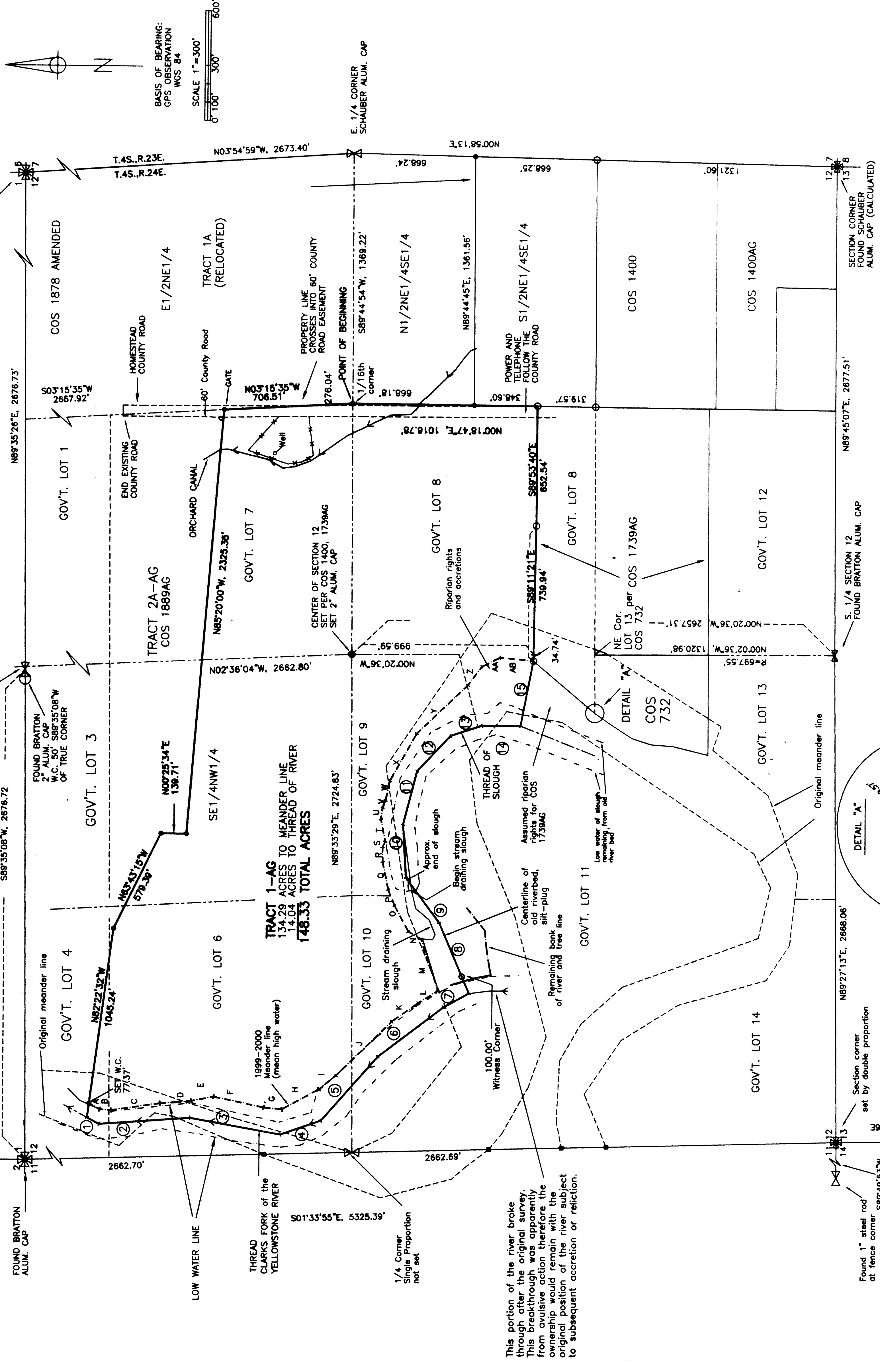
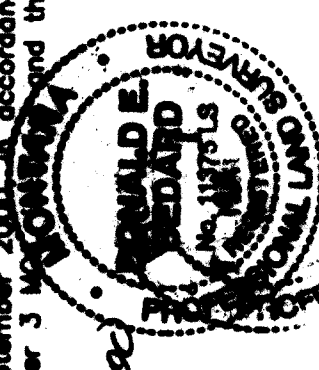
Dated this 3rd day of Oct 19, 2020
John S. McElreath
 John S. McElreath
 Carbon County Treasurer
 #2953775

CLERK AND RECORDER:

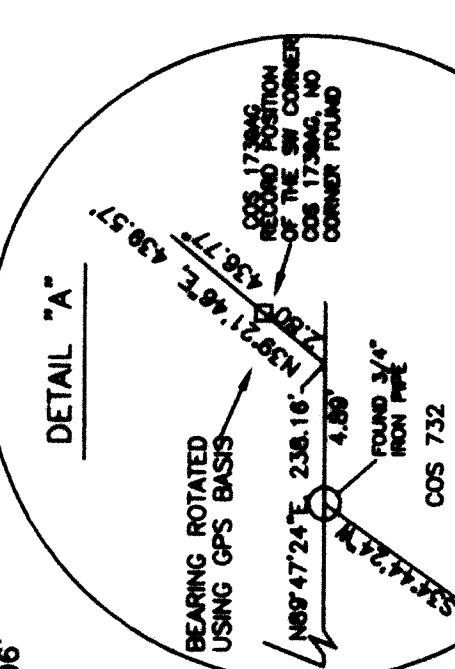
Filed on the 7th day of October 18, 2020 at 12:59 o'clock P. M.
Roger L. Anderson
 Roger L. Anderson
 Carbon County Clerk and Recorder
 Dec 8 2020

SURVEYORS CERTIFICATION:

I, Donald E. Beador, a registered Professional Land Surveyor, Montana Registration No. 113725, do hereby certify that the survey above described is a true and correct survey of the land described above and that the same was performed by me during December 1998 - September 2000 in accordance with the Montana Subdivision and Platting Act, Title 76, Chapter 3 and in accordance with the regulations adopted pursuant thereto.
Donald E. Beador
 Donald E. Beador
 Montana Registration No. 113725



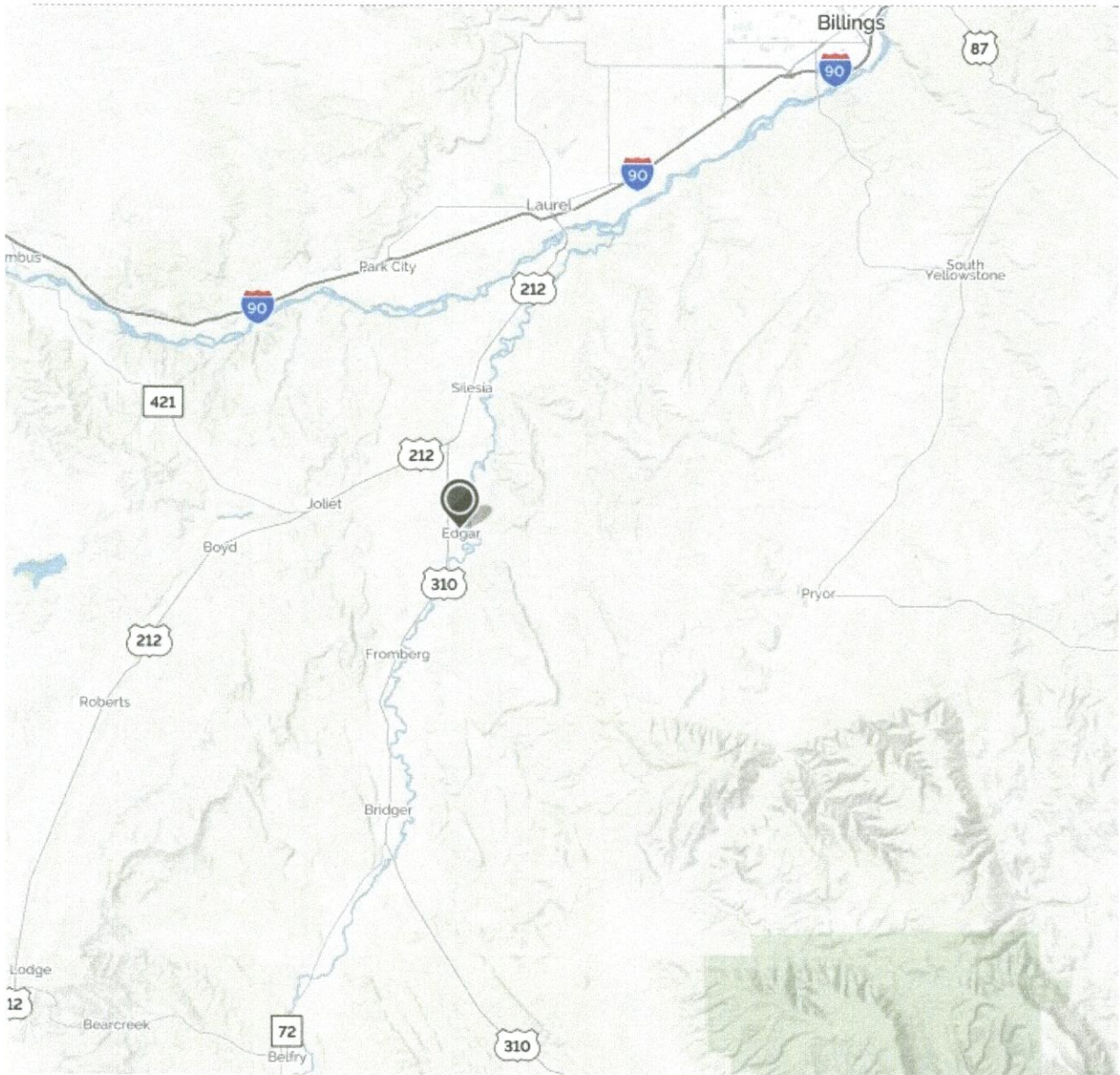
SURVEYORS NOTES:
 1. All bearings are based on NGS84 grid system, measured with GPS (Trimble ProXR) system.
 2. As of March 31, 1999, the navigable status of the Clarks Fork of the Yellowstone River has not been adjudicated as to the portion of the river shown on this plat. The Department of Natural Resources Minerals Management Bureau, since the Clarks Fork of the Yellowstone is not navigable the ownership of lands adjacent to the river run to the center of the river. Should the Clarks Fork of the Yellowstone River be adjudicated as navigable, ownership would revert to the low water line of the river and abandoned river channel.
 3. As of May 26, 1999 the Clarks Fork of the Yellowstone River is not being shown as a navigable river by the Army Corps of Engineers, Omaha District according to Larry Robison of the Billings office.
 4. Mid-point of the low-water line was used to determine the thread of the river and abandoned channel.



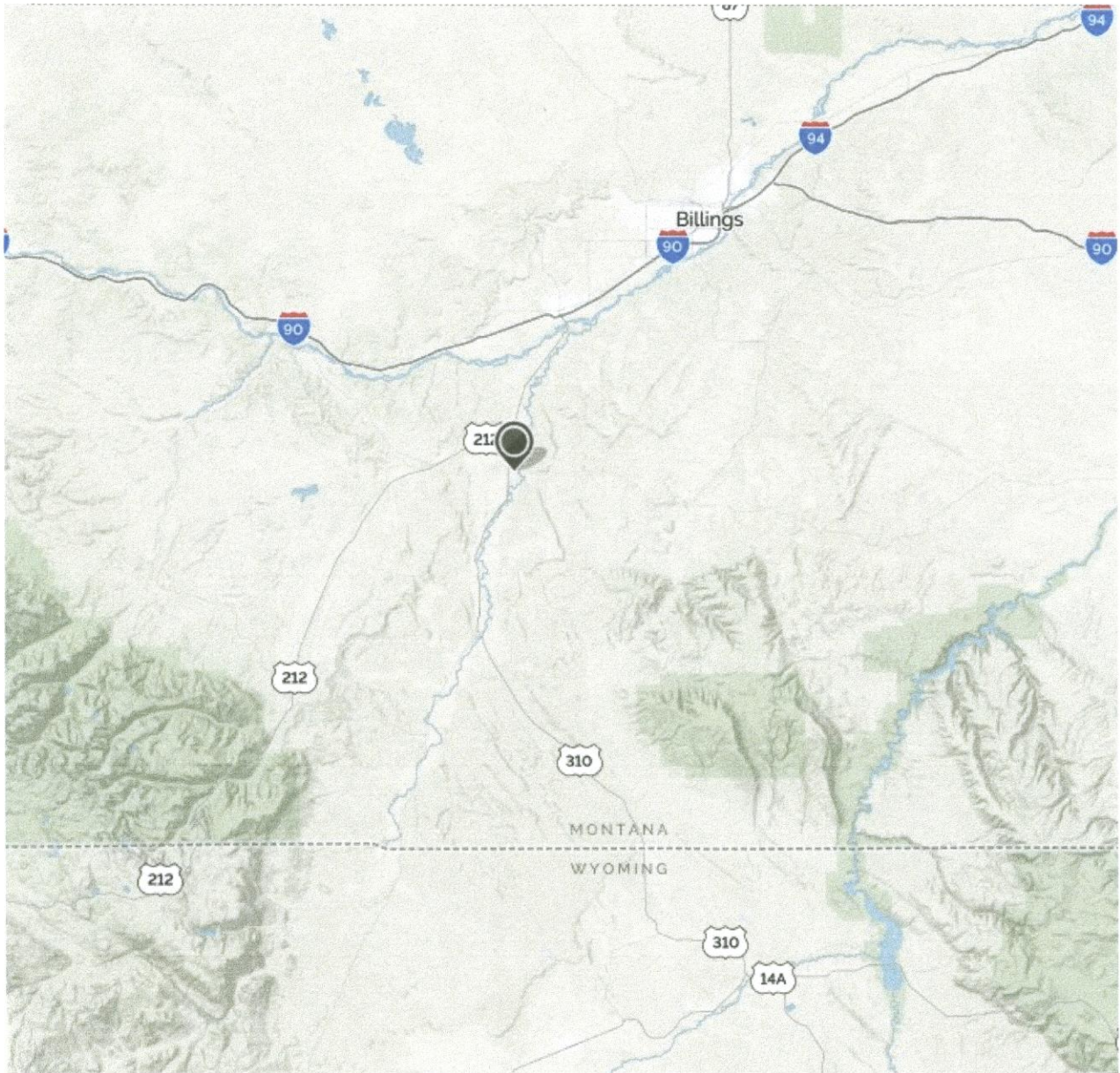
MEANDER COURSE	BEARING	DISTANCE	MEANDER COURSE	BEARING	DISTANCE
A	S27°51'02"W	67.01'	P	N68°00'20"E	94.40'
B	S04°09'36"E	502.02'	Q	N78°09'31"E	153.47'
C	S10°04'18"W	505.03'	R	N88°53'16"E	78.74'
D	S19°10'14"E	236.48'	S	S64°50'31"E	35.50'
E	S48°43'07"E	489.34'	T	N78°41'28"E	123.98'
F	S37°10'13"E	450.38'	U	S82°12'25"E	64.81'
G	S28°54'44"E	156.97'	V	S68°36'42"E	42.89'
H	N66°45'12"E	420.17'	W	S77°37'57"E	108.30'
I	N53°03'11"E	307.65'	X	S67°42'47"E	297.82'
J	N86°54'35"E	287.84'	Y	S43°46'55"E	386.64'
K	S75°33'48"E	303.89'	Z	S53°17'35"E	127.28'
L	S18°08'37"E	182.06'	AA	S26°41'52"E	112.36'
M	S00°05'37"W	210.32'	AB	S05°22'17"W	183.25'
N	S79°11'52"E	384.15'			

This portion of the river broke through after the original survey. This breakthrough was apparently from avulsive action therefore the ownership would remain with the original position of the river subject to subsequent accretion or reliction.

1. Edgar
Edgar, MT



📍 1. Edgar
Edgar, MT





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.
2009© Wyoming Association of REALTORS®

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 _____