

EDELWEISS BAR/LOUNGE WITH A HOME



\$500,000



Canyon Real Estate, LLC
1327 Rumsey Ave., Cody, WY 82414
Office (307) 527-7092 Cell (307) 899-1212
Fax (307) 527-7093
[*www.canyonrealestate.net*](http://www.canyonrealestate.net)

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EDELWEISS BAR/LOUNGE WITH HOME FOR SALE

Surrounded by majestic views of the rugged Beartooth Mountains, sits a great business opportunity. Situated on 9+- acres on the Clarks Fork of the Yellowstone River, Wyoming's only federally designated 'wild and scenic river', this prime commercial property consists of a commercial building with a bar and convenience store area, RV hook-ups, a picnic area next to the river and a deck with bandstand. There is a lovely 3 bedroom, 1 bath home shaded by mature trees.

Located on busy Highway 120, approximately 30 miles north of Cody, this business caters to year-round traffic. Summer season brings tourists and several bike rallies coming through the area. Fall brings the hunters and in the winter the snowmobilers stop on their way to Cooke City. Locals from Cody and Powell stop by on their way to Montana. This is the only service for 48 miles between Cody and Belfry, Montana.

The Clarks Fork River offers excellent fishing and a very scenic setting. West of this property, there are 3 public accesses to the Shoshone National Forest offering hiking, horseback riding, fishing and hunting. It is an easy scenic drive to Yellowstone National Park.





Dining/Lounge Area



*Looking toward Entrance
On the Left*



Grocery/Snack Area



*Cashier Counter
on the Right*

Entrance to Bar on Left



Bar/Lounge





Bar



Kitchen



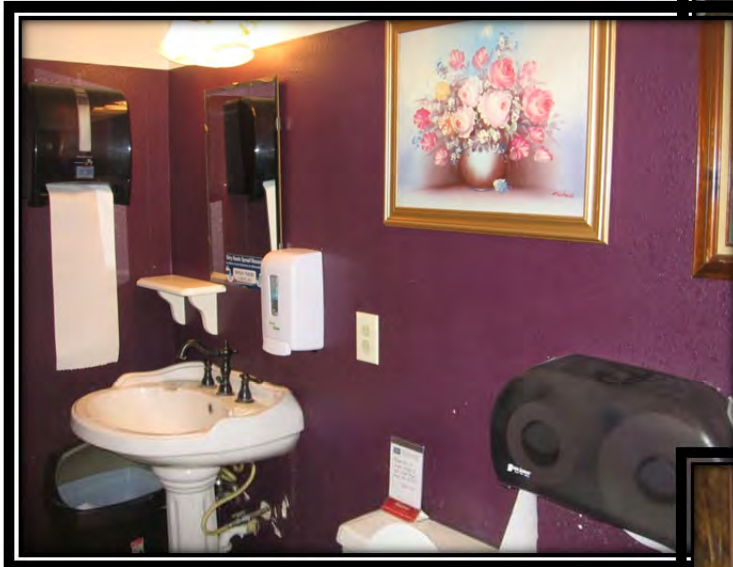


Storage



Restrooms

With Showers





3 Bedroom

1 Bath

Home



Deck/Band Stand



RV/Camper Parking



Picnic Areas



Frequent Visitors



*Clarks Fork
Of the
Yellowstone River*





Views of the Nearby Beartooth Mountains





Business Type: Bar/Tavern/Lounge **Area:** Clark
Apx Total Building SqFt: 3328 **Apx Miles from Town:** 30
Restrooms: 2
Stories: 1
Apx Year Built: 1973

Current Business Name: Edelweiss **Year Business Started:** 1973
Equipment & Fixtures Included: Yes **Inventory List:** Yes
Natural Gas Company: None **Electric Company:** Beartooth Electric Co
Sewer: Septic Tank **Primary Water Type:** Well **Primary Heat:** Forced Air **Primary Fuel Type:** Propane

	Level	Size/Description
Retail Shop	M	
Kitchen	M	
Bathroom	M	
Bathroom	M	
Lobby	M	

Type of Other Structures: 3 bedroom, 1 bath home, shed
Inclusions: See Inventory List in documents, furniture in home is negotiable.
Exclusions: Office chest and all mounts. See Inventory List in documents.
Apx Deeded Acres: 9.89 **Apx Lot SqFt:** 430808
Property Rights: Fee Simple **Parcelable:** No
Tax Year: 2017 **Total Tax \$:** 1799.18 **Taxed w/Other Land:** No
Personal Property Tax Year: 0 **Personal Property Tax \$:** 0 **Detailed Zoning:** Park Co - 20 Acres (GR-20)
Seller Fin: No **Disclosures:** Yes
Legal Description: see documents

Exterior Siding: Wood Siding **Commercial Features:** 220 Volt
Roof: Composition **Miscellaneous:** Leased Equipment, P & L/Cash Flow Available,
Cooling: Evaporative Cooler Licenses/Permits Required, Highway Frontage, Other Structures
Parking Availability: Private Lot

Lease Info: none
Comments: Tremendous business opportunity situated on 9.89+- acres on the Clarks Fork of the Yellowstone River. Located about 30 miles North of Cody on Highway 120. Commercial building with a bar/lounge that also serves food, and has a grocery/snack area. A 1260 sq. ft., 3 bedroom, 1 bath home is included. Other amenities include RV or camper hook-ups, picnic areas, and a deck with band stand, fishing.
Directions to Property: On Hwy 120, 30 miles North of Cody.
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.

Edelweiss Inventory List (Inclusions/Exclusions)

House

Stove, refrigerator, microwave, washer/dryer - Included in sale.

Items negotiable: dresser, love seat recliner, end table, TV stand, 2 TV's, 2 beds, dining room table.

Bar

Freezers

Ice Freezer

Coolers

Ice Machine

Fryer

Grill

Cash Register

Pizza Oven

Convection Oven

15 Tables, 47 Chairs

10 Bar Stools

Televisions

Sofa in bar is excluded from sale

All mounts are excluded from sale

Office chest is excluded from sale

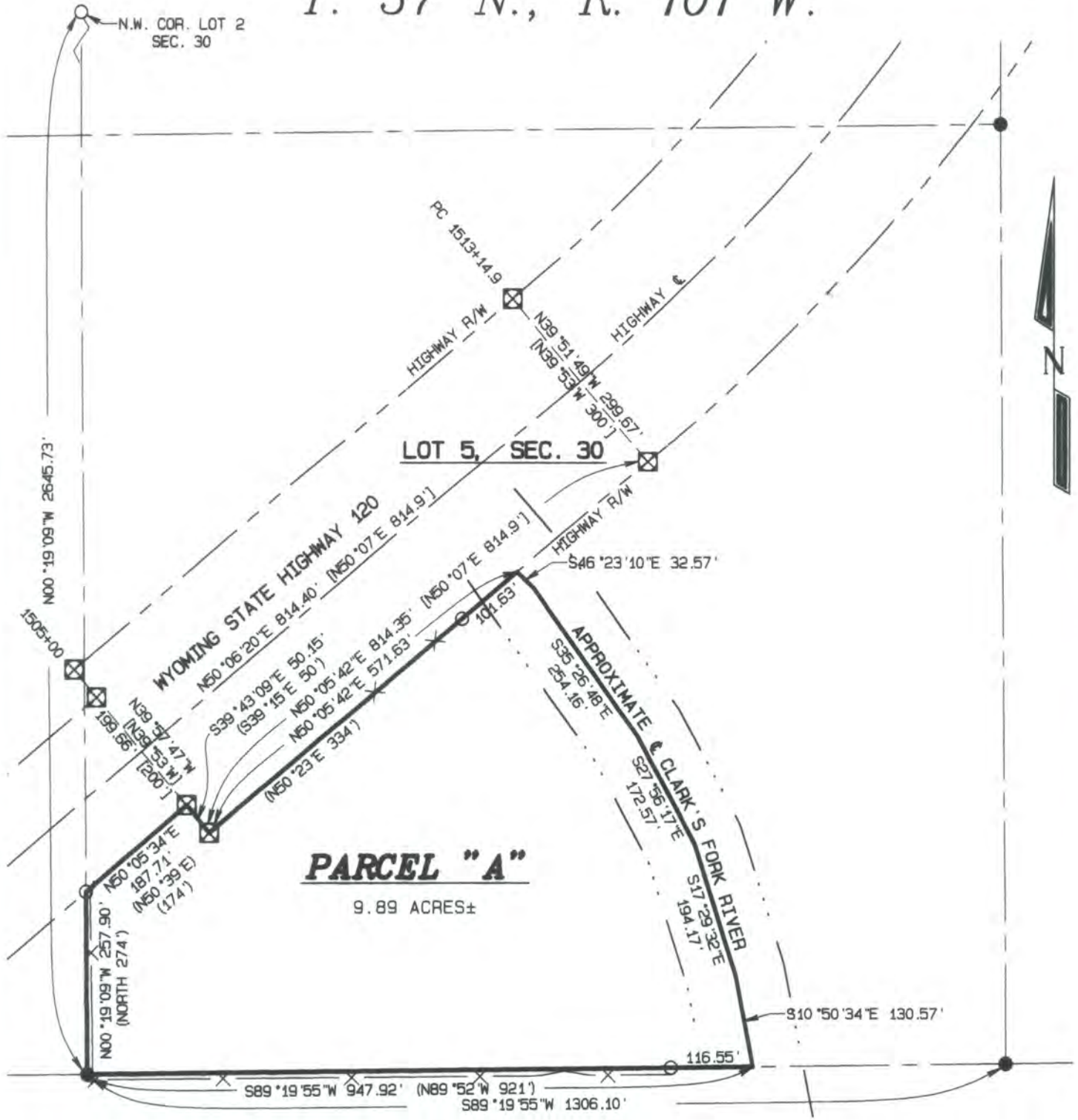
2 Storage Sheds

Lawn Mower

Pool Table, Juke Box and Pinball machine are out of Powell

1000 gallon Propane Tank is leased from Blakeman Propane

T. 57 N., R. 101 W.



SCALE: 1" = 200'

LEGEND

NOTES:

- BEARINGS ARE BASED ON TRUE NORTH AT CORNER NO. 1 OF LOT 64, T. 56 N., R. 102 W. AS DETERMINED BY GLOBAL POSITIONING SYSTEM OBSERVATIONS.
- THE CENTERLINE OF THE RIVER WAS SURVEYED ON DECEMBER 26 AND 27, 2007 AND IS A RIPARIAN BOUNDARY AND IS SUBJECT TO CHANGE WITH THE NATURAL MOVEMENT OF THE RIVER. PARCEL DIMENSIONS AND ACREAGE ARE SUBJECT TO CHANGE WITH SAID RIVER MOVEMENT.
- THIS DRAWING IS NOT INTENDED TO SHOW ALL RIGHTS OF WAY, EASEMENTS, PUBLIC OR PRIVATE UTILITIES, IRRIGATION FACILITIES, OTHER IMPROVEMENTS OR FLOOD PLAIN AREAS UPON THE PARCEL OR PARCELS DELINEATED HEREON. THIS SURVEYOR DID NOT CONDUCT A COMPLETE TITLE SEARCH, ABSTRACT STUDY OR HAZARD INQUIRY FOR THE LANDS SHOWN HEREON.

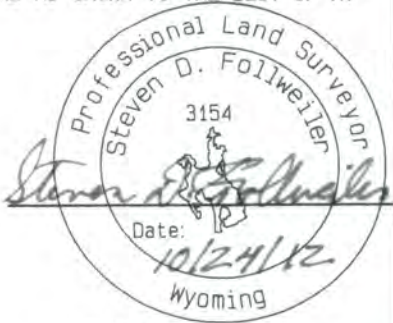
- 5/8" REBAR WITH 2" ALUM. CAP SET ○
- REBAR WITH ALUM. CAP FOUND ●
- HIGHWAY MONUMENT FOUND ⊠
- FENCE — X — X — X —
- RECORD DIMENSIONS SHOWN THUS ()
- HIGHWAY RECORD DIMENSIONS SHOWN THUS []

THOM KLEIN
CLARK, WYOMING

RECORD OF SURVEY SHOWING
PARCEL OF LAND
IN LOT 5 OF SECTION 30
T. 57 N., R. 101 W., 6TH P.M.
PARK COUNTY, WYOMING

CERTIFICATE OF SURVEYOR

STATE OF WYOMING)
COUNTY OF PARK)
I, STEVEN D. FOLLWEILER ON BEHALF OF HOLM, BLOUGH AND COMPANY OF CODY, WYOMING DO HEREBY CERTIFY THAT THIS MAP WAS PREPARED FROM FIELD NOTES TAKEN DURING AN ACTUAL SURVEY MADE UNDER MY DIRECTION ON DECEMBER 26 & 27, 2007, THAT THIS MAP CORRECTLY SHOWS THE RESULTS OF SAID SURVEY AND THAT THE MONUMENTS FOUND OR SET ARE AS SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF.



WYOMING L.S. REGISTRATION NO. 3154
HOLM, BLOUGH AND COMPANY
BY: STEVEN D. FOLLWEILER (AGENT)








HOLM, BLOUGH AND COMPANY
Consulting Engineers & Land Surveyors
1402 Stampede Ave.
Cody, Wyoming 82414

REVISED OCTOBER, 2012
APRIL, 2012

BOOK 469
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Park County Wyoming MapServer



-  Highways
 -  County Roads
 -  Lot and Parcel Lines
 -  Rivers, Creeks, Lakes
 -  Incorporated Towns
- 2015 Aerial Photography



Park County provides this map for illustrative purposes only and assumes no liability for actions taken by users based on information shown.

0 150 300 ft

11/30/2017

Enter your own text here



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 John Mills

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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 John Mills

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 _____