

# *KITTY CREEK CABIN*



**\$247,500**



*Canyon Real Estate, LLC*

*1327 Rumsey Ave., Cody, WY 82414*

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*Fax (307) 527-7093*

[www.canyonrealestate.net](http://www.canyonrealestate.net)

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*KITTY CREEK CABIN LOCATED NEAR CODY, WYOMING  
AND YELLOWSTONE NATIONAL PARK*

*This cabin is on a Forest Service Lease, no land. Located minutes from the East Entrance of Yellowstone National Park you'll find this high quality, move in ready 1200 sq. ft. 3 bedroom, ¾ bathroom cabin. The family room and kitchen are open and spacious with a wood fireplace and pellet stove as the center pieces. This property has numerous upgrades including: new flooring throughout, electrical and plumbing upgrades, new gutters, new covered wrap around deck, a private permitted well, outbuilding for storage. The property has end of the road privacy, matures trees, gorgeous mountain views, close access for fishing the North Fork of the Shoshone River and Kitty Creek Trailhead to access the National Forest/Wilderness. Many furnishings are included. Finding a property of this size and quality are difficult to find so don't miss this opportunity!*





*Family Room*

*With Wood  
Fireplace*





*Pellet Stove*



*Looking  
Into  
Kitchen*



*Kitchen*



*Majestic Cook Stove*





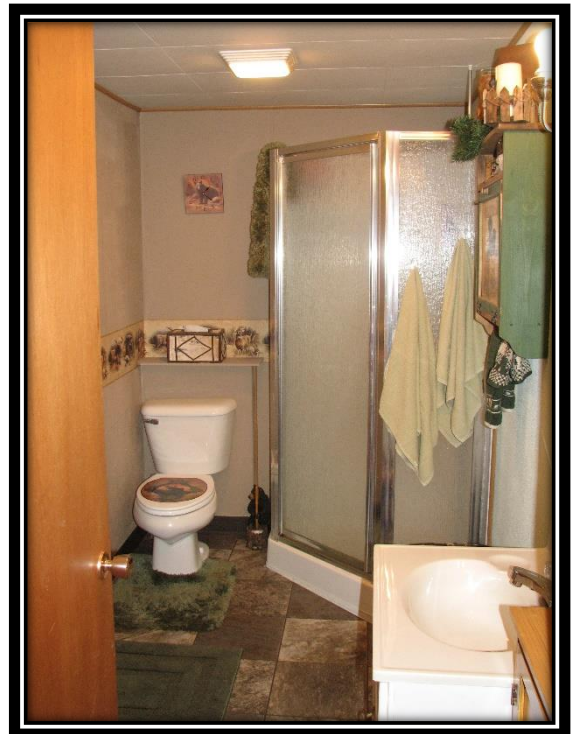
*Breakfast Bar*

*Kitchen Looking  
Into Family Room*



*Hallway*

*¾ Bath*





*Bedroom One*



*Bedroom Two*



*Bedroom Two*



*Bedroom Three*



*Covered Deck*



*Front View*



*Wrap Around Deck*



*Storage Shed*





*Mountain  
Views*





*Forest Service Road*



*Kitty Creek  
Nearby*



MLS #: R10015034A (Active) List Price: \$247,500

41 Kitty Creek Rd Cody, WY 82414



House Design: 1 Story  
# Bedrooms: 3  
Total # Baths: 1  
Apx Year Built: 1954  
Apx Total SqFt: 1200  
Additional Living Units: No  
Basement: No

Area: Cody Out of Town  
Neighborhood: Northfork  
Subdivision: None  
School District: Park County District #6  
Apx Miles from Town: 43  
Mobiles Allowed: No  
Modulars Allowed: No

Apx Above Grade SqFt: 1200      Apx Below Grade SqFt: 0      # Full Baths: 0      # Half Baths: 0      # 3/4 Baths: 1

Avg Electric/Mo \$: 100

Natural Gas Company: None      Electric Company: Rocky Mountain Power

Sewer: Septic Tank      Primary Water Type: Well      Cooling Type: None

Primary Heat: Stove      Secondary Heat: Fireplace      Primary Fuel Type: wood pellet      Secondary Fuel Type: Wood

Assessment \$: 0      HOA: No

Irrigation Fees \$: 0      Other \$: 2211.00

BldgType: Storage Shed      BldgSize: 8 x 12      BldgCnst: Frame      BldgYrB: 2002      BldgDesc: Storage Shed

Room Type	Level	Sz/Desc	Room Type	Level	Sz/Desc	Room Type	Level	Sz/Desc
Kitchen	Main		3/4 Bath	Main				
Dining Room	Main		Laundry	Main				
Family Room	Main							
Bedroom	Main							
Bedroom	Main							
Bedroom	Main							

Additional Room Info: Forest Service Lease is \$2211.00 per year and the lease expires on 12/31/2028.

Inclusions: All furniture not excluded, pellet stove, majestic cook stove, refrigerator, microwave, bar chairs, electric stove, all beds, bedding, electric heaters.

Exclusions: see in Documents

Apx Irrigated Acres: 0      Apx Deeded Acres: 0      Apx Lot SqFt: 0

Taxes TBD: No      Tax Year: 2019      Total Tax \$: 778.67      Taxed w/Other Land: No

Property Rights: Leasehold      Parcelable: No      Adj to Public Land: Yes      River/Stream Front: No

Covenants: Yes      Detailed Zoning: Unknown

Seller Fin: No      Disclosures: Yes

Legal Description: Summer Home Kitty Creek Lot I, Section 22 T52, R108

RdAccs: Public      RdMaint: Public      RdSrvc: Unpaved (Dirt/Gravel)

Construction: Frame

Exterior Siding: Wood

Roof: Composition

Garage/Type Stalls: None

Exterior Features: Adj to National Forest, Covered Deck, Fishing, Hunting, Loafing Shed, Mountain View, Recreational, Rolling Terrain, Wooded Acreage

Heating Stove Type: Pellet

Fireplace Type: Wood

Interior Features: Breakfast Bar, Ceiling Fan(s), Pantry, Porch

Comments: 1200 SF, 3 bedroom, 3/4 bath cabin just minutes from the East entrance to Yellowstone National Park. Numerous upgrades including new flooring, electrical & plumbing, new gutters, a new covered wrap-around deck, and a private permitted well. End of the road privacy with mature trees & gorgeous mountain views. This property is on a Forest Service Lease and close to Kitty Creek Trailhead.

Directions to Property: Travel West of Cody towards Yellowstone National Park approx. 40 miles, turn left onto Forest Service Road # 448, then turn right onto Kitty Creek Road, follow approx. 3 miles to the cabin on your right. There will be a locked gate before you get to the cabin.

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 #: R10015034A

## 41 Kitty Creek Cabin – Exclusions

Bear box

Wood Splitter

Lawn Mower

Lawn Chairs

Porch Swing

Fire Pit & Table on Deck

Living Room Camouflage Recliner

Two end tables & coffee table

2 Elk Lamps






All Log Furnishings in home

3 TV's

Kitchen Table

# Park County Wyoming MapServer

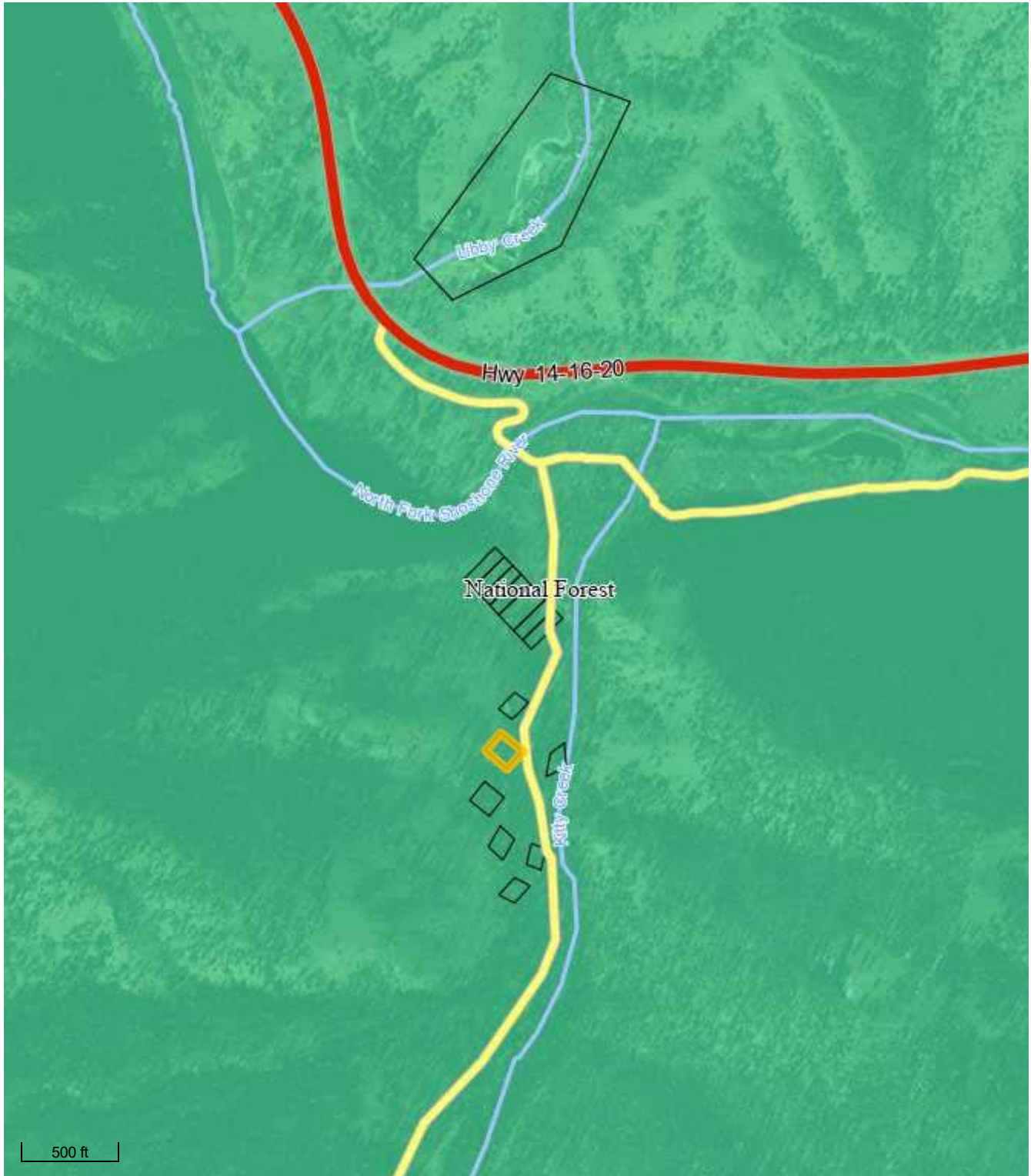







-  Highways
-  County Roads
-  Rivers, Creeks, Lakes
-  Incorporated Towns
-  Yellowstone National Park



Park County provides this map for illustrative purposes

# Park County Wyoming MapServer

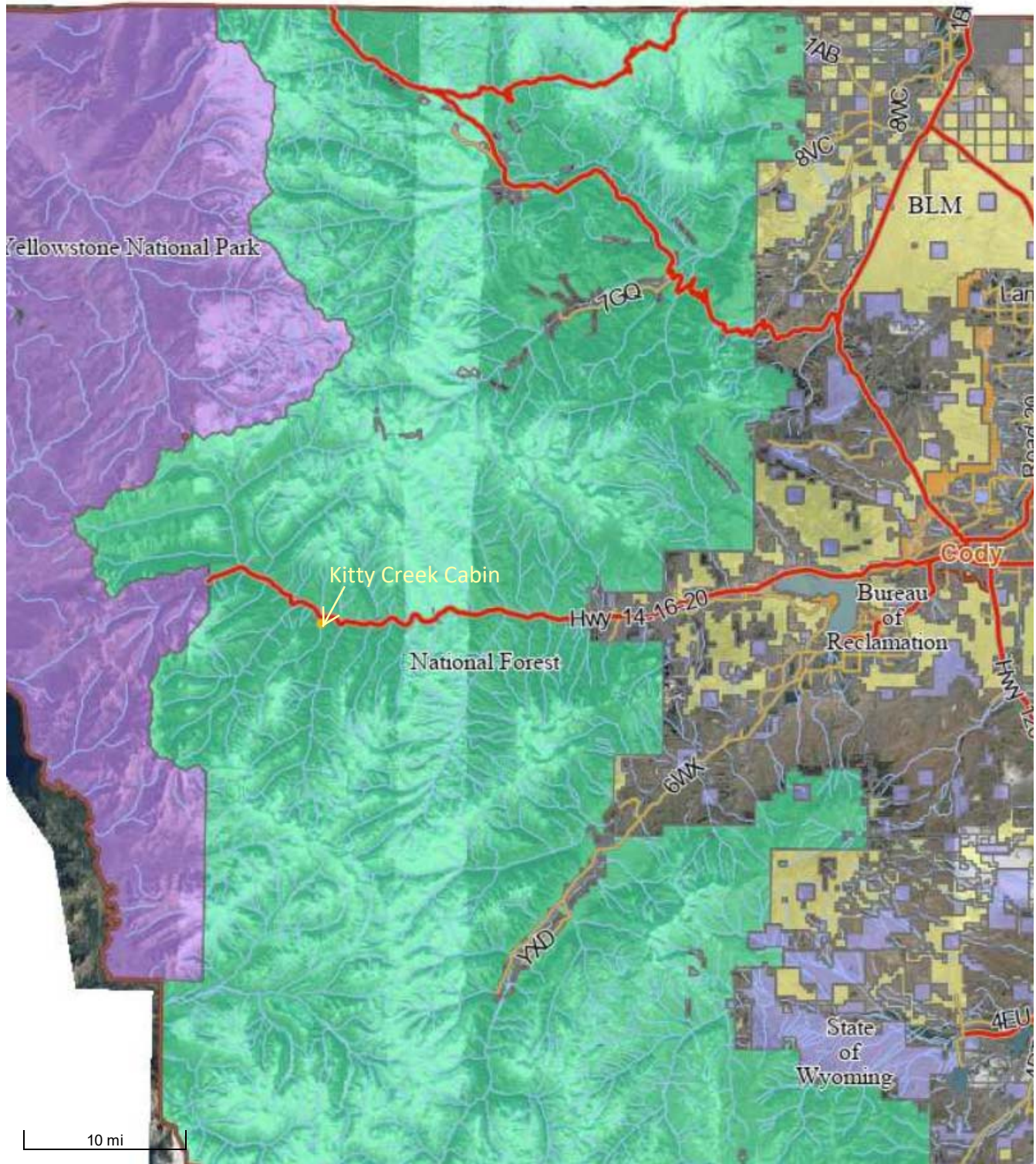


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Park County provides this map for illustrative purposes



**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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- 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 \_\_\_\_\_