

# *BEARTOOTH ESTATE*



*\$775,000*



*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](http://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.



*This sophisticated retreat is privately situated on 41 acres with stunning views of the Beartooth Mountains and the Clarks Fork valley. This exquisite home is a masterpiece of design and craftsmanship. The sprawling entertainment areas include a large living room open to the kitchen and dining area, an enormous family room and a TV/game room for casual living. As you enter the tiled foyer, there is a half bath and an office off the foyer. From the foyer, you walk into the living room with massive windows and a floor to ceiling rock fireplace. The kitchen offers abundant work space, alder cabinets and granite counters. The laundry, pantry area and half bath sit between the kitchen and the 3-car garage. The master suite includes a walk-in closet and bath with walk in shower, garden tub and double sinks. There are two additional bedrooms and full bath on the main floor. The loft offers additional generous living space. The walk-out basement contains 4 bedrooms, 2 baths, laundry, 2 mechanical rooms, sprawling family room with a river rock wood fireplace and a TV/game room. All appliances are included. Alder woodwork and doors are throughout. The exterior is maintenance free.*

*Accessory buildings include a two-story shop which is 4500 square feet with a half bath and another 936 square foot shop with a half bath. On the 41 acres there is another building site set up on the hill overlooking the valley. Power, phone and water are to that site. There is approximately 17.8 acres of water rights.*

*Beartooth Estate is located within the small community of Clark, Wyoming. Clark is 30 miles north of Cody, home to many western cultural events. It is 24 miles west of Powell, 32 miles south of Red Lodge, Montana, a ski resort, and 75 miles from Billings, Montana's largest city. The Clarks Fork of the Yellowstone River flows through the valley offering excellent fishing. The area is rich in history and lavish in beauty. It is an easy scenic drive to Yellowstone National Park and many other numerous recreational opportunities within the Yellowstone ecosystem.*





*Foyer*



*Living Room*





*Living Room*



*Loft*



*Kitchen*





*Master Bedroom*



*Master Bath*

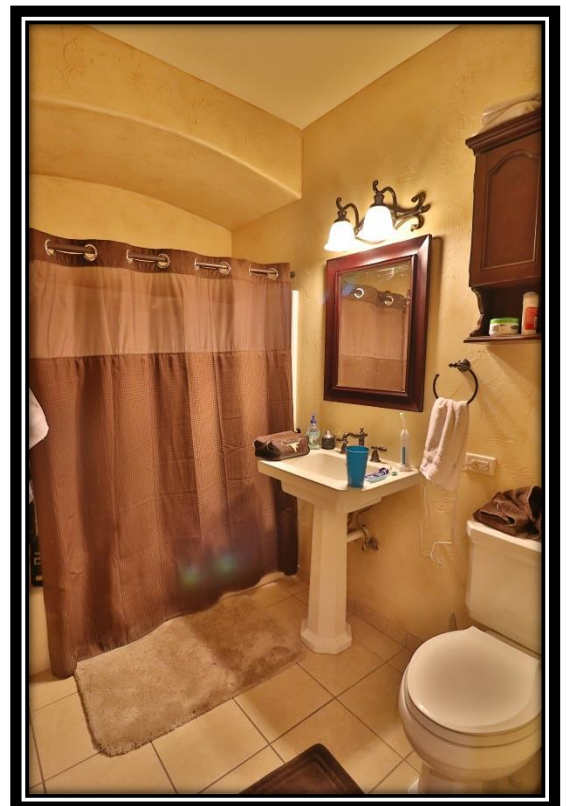




*Guest Bedrooms  
On Main Floor*



*Full Bath on Main Floor*





*Bedroom One*

*Bedroom Two*



*Basement*



*Bedroom Three*

*Bedroom Four*







*Bathrooms in Basement*





*Family Room  
Basement*





*TV/Game Room  
Basement*



*Shop*



*2<sup>nd</sup> Shop*



*Mountain Views*



*Beartooth  
Mountains*





*Beartooth  
Estate*



MLS #: R10014956A (Active) List Price: \$775,000

31 Road 1AFW Clark, WY 82435



House Design: 1.5 Story  
# Bedrooms: 7  
Total # Baths: 6  
Apx Year Built: 2007  
Apx Total SqFt: 6501  
Additional Living Units: No  
Basement: Yes  
Basement Entry: Walk Out  
Basement Type: Full Walkout  
Basement Completion: Fully Finished

Area: Clark  
Subdivision: None  
School District: Park County District #1  
Mobiles Allowed: No  
Modulars Allowed: No

Apx Above Grade SqFt: 3581    Apx Below Grade SqFt: 2920    # Full Baths: 4    # Half Baths: 2    # 3/4 Baths: 0  
Natural Gas Company: None    Electric Company: Beartooth Electric Co  
Sewer: Septic Tank    Primary Water Type: Well    Cooling Type: Central Air  
Primary Heat: Forced Air    Primary Fuel Type: Propane  
Assessment \$: 0    HOA: No  
Irrigation Fees \$: 150    Irrigation Company: Clarks Fork Irrigation    Other \$: 0  
BldgType: Shop    BldgSize: 4500 sf    BldgCnst: Steel Frame

Room Type	Level	Sz/Desc	Room Type	Level	Sz/Desc	Room Type	Level	Sz/Desc
Kitchen	Main					Dining Room	Main	
Living Room	Main		Full Bath	Main		Full Bath	Main	
Master Bedroom	Main		Bedroom	Main		Den	Main	
Bedroom	Main		Office	Main				
1/2 Bath	Main		1/2 Bath	Main		Laundry	Main	
Loft	Second							

**Additional Room Info:** Basement- 4 bedrooms, 2 full baths, large family room, tv/game room. Shops each have a half bath.

**Inclusions:** all appliances

**Exclusions:** hermitages

Apx Irrigated Acres: 17.8    Apx Deeded Acres: 41.23    Apx Lot SqFt: 1795979  
Taxes TBD: No    Tax Year: 0    Total Tax \$: 0.00    Taxed w/Other Land: No  
Property Rights: Fee Simple    Parcelable: Yes    Adj to Public Land: No    River/Stream Front: No  
Covenants: No    Detailed Zoning: Park Co - 20 Acres (GR-20)  
Seller Fin: No    Disclosures: No  
**Legal Description:** 41.23 AC. DES. AS: THAT PT. OF LOTS 1, 2 & 3 LYING S. OF THE BADGER DITCH AS DES. ON R.O.S. H-144 IN CO. CLERK'S OFFICE SEC. 7 T57 R101  
RdAccs: Private    RdMaint: Private    RdSrvc: Unpaved (Dirt/Gravel)

**Construction:** Frame    **Heating Stove Type:** None  
**Exterior Siding:** Steel, Stone    **Fireplace Type:** Wood  
**Roof:** Composition    **Interior Features:** Breakfast Bar, Ceiling Fan(s), Garage Door Opener, Loft, Mud Room, Pantry, Porch, Tile Floor, Vaulted Ceiling(s), Walk-in Closet(s), Wood Floor  
**Garage/Type Stalls:** Attached-3 Stalls  
**Exterior Features:** Mountain View, Patio, Shop

**Comments:** This exquisite 7 bedroom, 6 bathroom home is a masterpiece of design and craftsmanship. The sprawling entertainment areas include a large living room with massive windows & a floor to ceiling rock fireplace, open to the kitchen/dining area, an enormous family room & a TV/game room. Alder woodwork & doors throughout. 41 acres with stunning mountain views & the Clarks Fork Valley. Two shops.

**Directions to Property:** Hwy. 120 to Road 1AF, turn left, to Road 8VE, turn left, to Road 1AFW

**Subject to 1031:** No

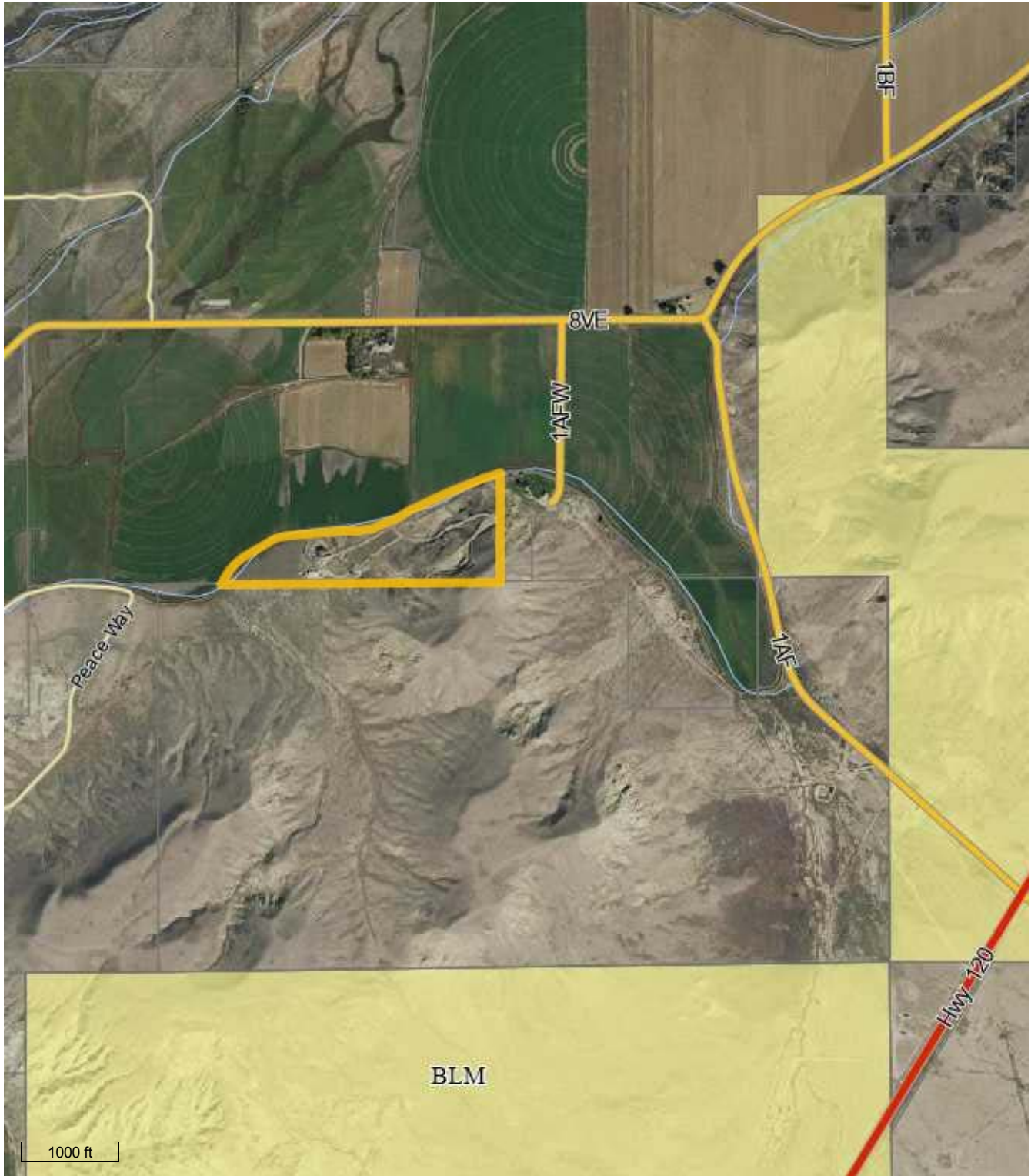
**Office Name:** Canyon Real Estate, LLC (#.46)







**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 #: R10014956A

# Park County Wyoming MapServer



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



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; \*

- 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 \_\_\_\_\_