# BEARTOOTH LODGE ON THE CLARKS FORK RIVER



\$825,000



Canyon Real Estate, LLC 1327 Rumsey Ave., Cody, WY 82414 Office (307) 527-7092 Cell (307) 899-7092 Fax (307) 527-7093 <u>www.canyonrealestate.net</u>

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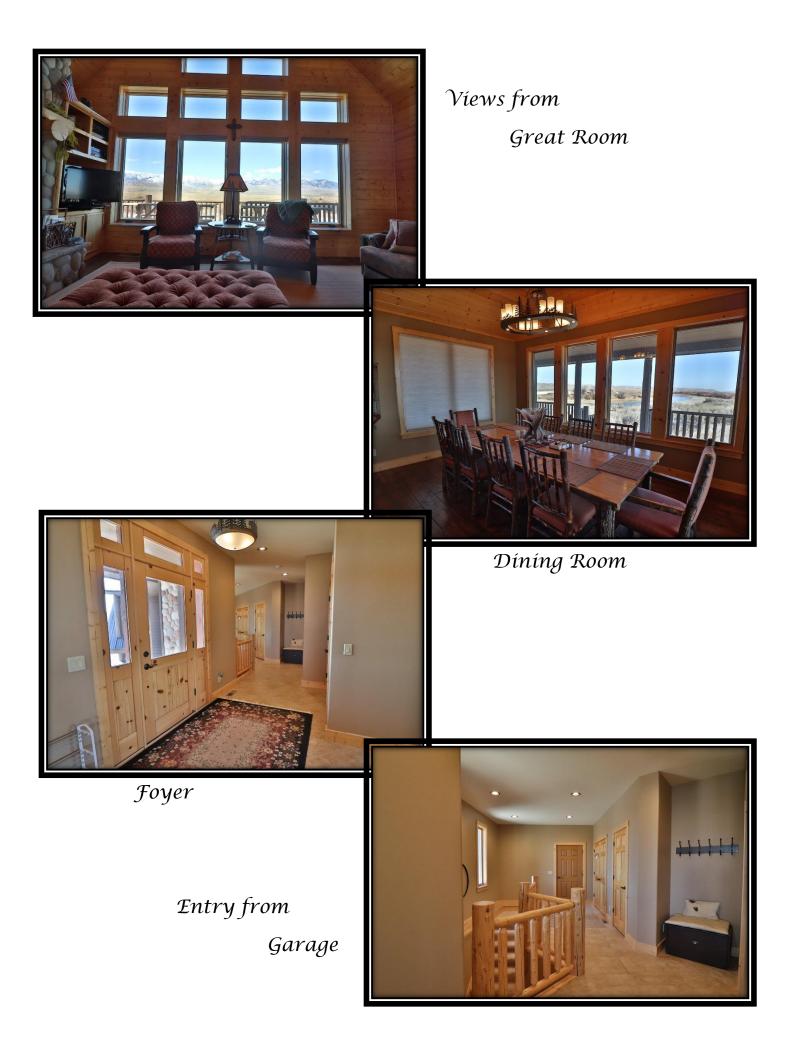
Situated on the fertile banks of Clarks Fork of the Yellowstone River, this magnificent retreat on 35 acres was designed to fit the bend of the river and to take in the dramatic mountain views. The great room offers vaulted ceilings and a wood fireplace. Sit at the dining room table and feel the peacefulness of the area as the river flows by. The kitchen is a chef's dream. A large island gives ample work space with seating for morning meals or snacks. Appliances are stainless and counters are granite. Decks wrap around two sides of the house offering space for outdoor entertaining and enjoyment of the impressive views. The master suite is on the main floor with a large master bath with tile floors and granite counters and two large closets. The laundry and ample storage are in hallway leading to the two car attached garage. The walkout basement has three large bedrooms, two baths and a generous recreation room. French doors from this room lead out onto a patio.

A path and bridge over the State Canal lead down to the river for great fishing and rafting. This property is located in the community of Clark with three public accesses to the Shoshone National Forest. Cody, the rodeo capital of the world, is a scenic 30 minute drive from this ranch and is home to the Buffalo Bill Historical Center and many western cultural events. It is an easy scenic drive to Yellowstone National Park as well as many other recreational opportunities within the Yellowstone ecosystem. Red Lodge, Montana, a ski resort, is 32 miles to the northeast. The area is rich in history and lavish in beauty.













Half Bath Off of Mud Room



Bedroom Two





Bathroom Three

Bedroom

Three





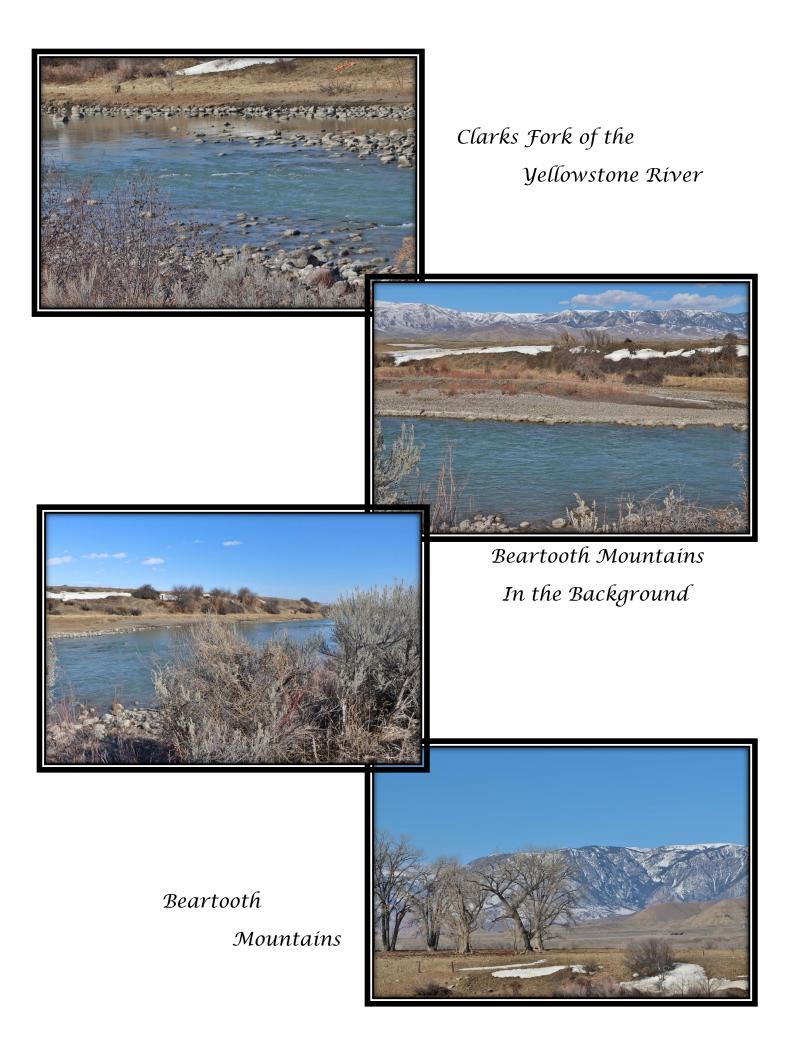


Rec Room



Bedroom Four







Beartooth Mountaíns



Víews From Deck





Clarks Fork of the Yellowstone Ríver







Beartooth Lodge On the Clarks Fork Of the Yellowstone River

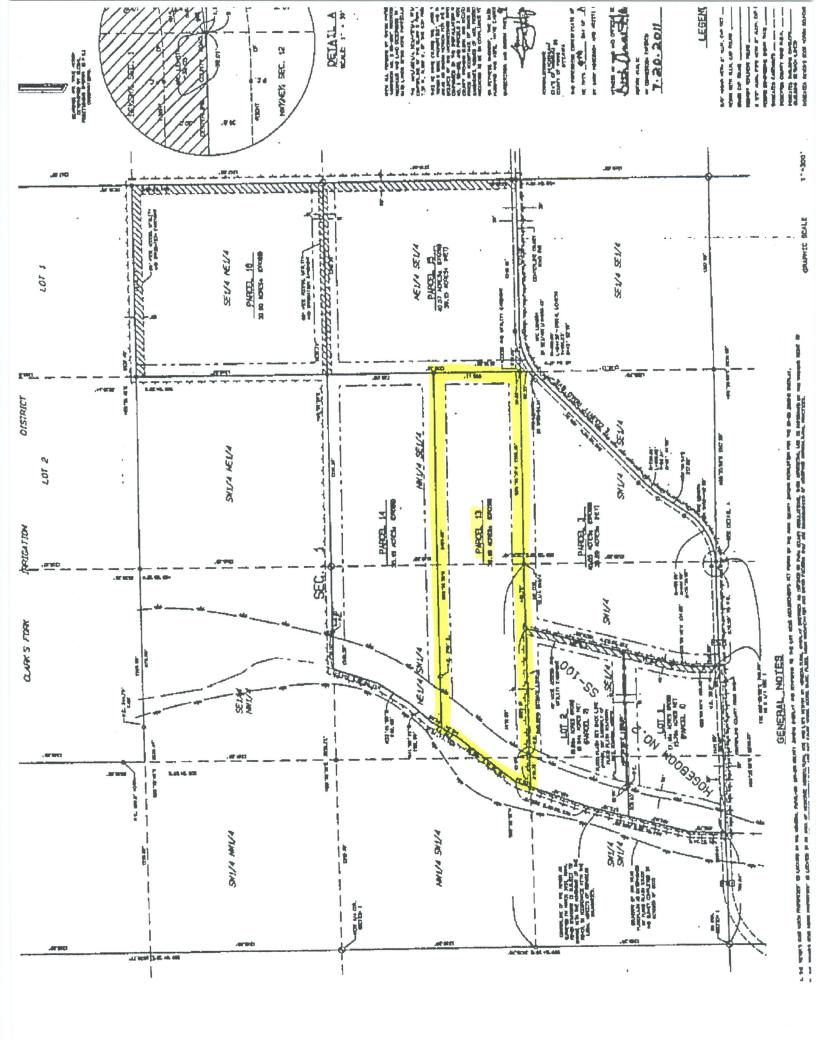


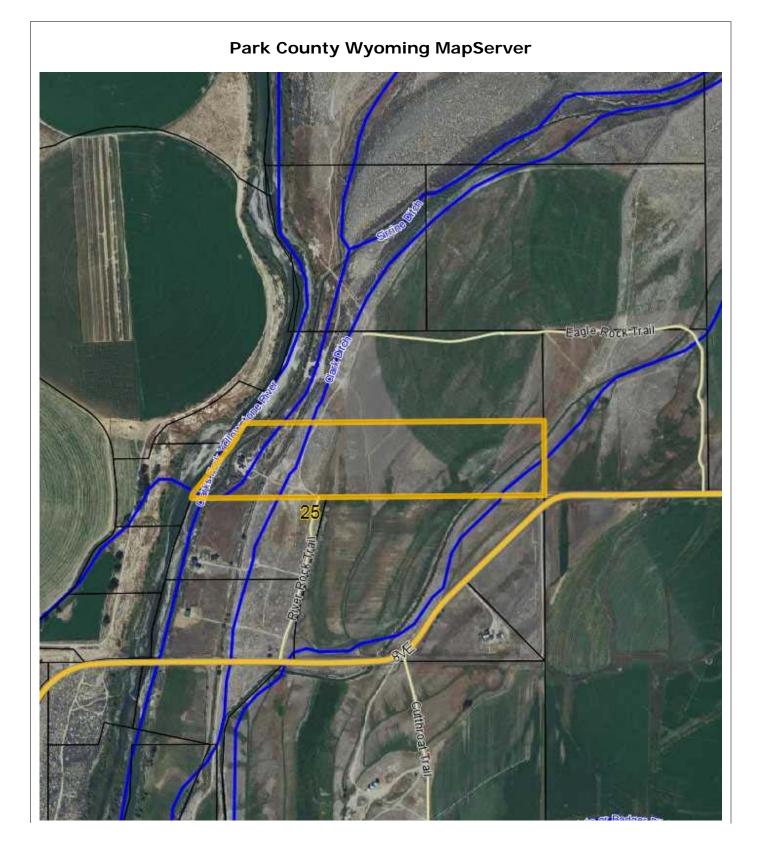


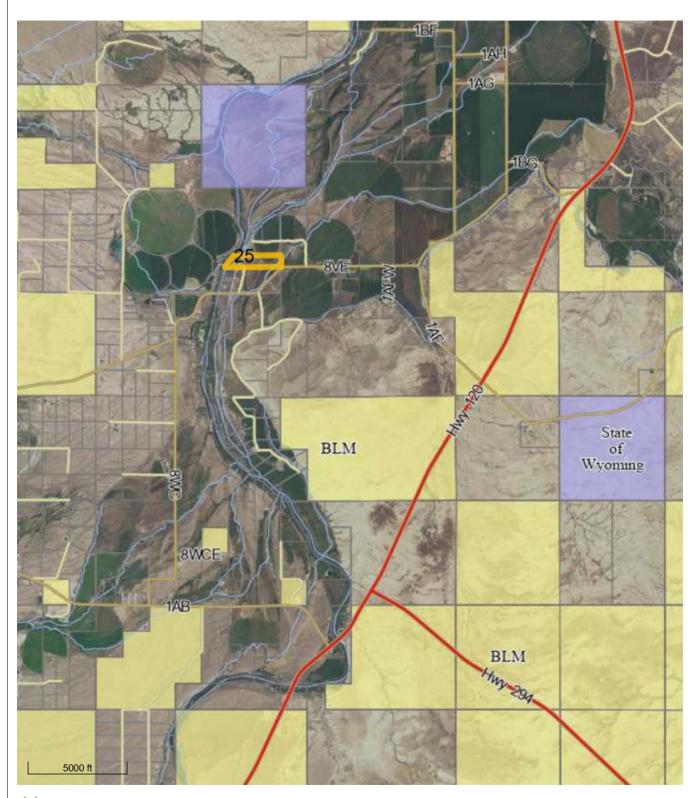
### MLS #: R10015445A (Active) List Price: \$825,000

		Hous # Bed Total Apx Y Apx T Addit Base Exterio Base Base	e Design: 1 Stor Irooms: 4 # Baths: 4 Year Built: 2008 Total SqFt: 3697 ional Living Un ment: Yes ment Entry: Inte or ment Type: Full ment Completio	<b>its:</b> No erior and Walkout	District #1	i: None rict: Park County rom Town: 35 owed: No	y	<u>vv</u> i 0243.	
Apx Above Grade S	a <b>Ft</b> : 1855	Finish	hed elow Grade SqFt: 1842 # Full Baths: 1		# Half Baths: 1 # 3/4 Baths: 2				
Avg Sewer/Mo \$: 0.0		Gas/Mo \$: 0.00 Avg Electric/							
Natural Gas Compa		U			Beartooth Elec		•		
Sewer: Septic Tank	-	Primary V	rimary Water Type: Well Cooling Type: Central Air						
Primary Heat: Force	-	Primary Fuel Type: Propane							
HOA: No		Annual	HOA Cost: 0.00						
Irrigation: Yes Irrigation Fees \$: 195									
	· · ·		_						
Room Type	Level	Sz/Desc	Room Type	Level	Sz/Desc	Room Type	Level	Sz/Desc	
Living Room	Main	wood FP	Dining Room	Main	lg. windows	Kitchen	Main	granite	
Master Bedroom	Main		3/4 Bath	Main	double sinks	Laundry	Main		
Bedroom	Basement		Bedroom	Basement		Bedroom	Basement		
Full Bath	Basement		3/4 Bath	Basement		Family Room	Basement	walk out	
1/2 Bath	Main					<b>y</b>			
Taxes TBD: No Tax Yea Property Rights: Fee Simple Covenants: Yes		Parc	: 2019 Total Tax \$: 4502.07 Parcelable: No Adj to Public Detailed Zoning: Park Co - 20 Acres (Gf						
Seller Fin: No		200000		Disclosures:					
Legal Description: 3 S.89*35'30W. FOR 2 2841.98' TO POB SE PLAT I-163) RdAccs: Private	423.02', S.31	*14'10W. FC	0R 141.24', S.38' NOWN AS PARC	*58'15W. FOR CEL #13 ON TI	486.51', S.19*2	8'W. FOR 106.34 GE NORTH PRC	4' & N.89*35'1	6E. FOR	
		Ruiviaint.	IIVale		• •	•			
Exterior Siding: WoodFireplaRoof: MetalInteriorGarage/Type Stalls: Attached-2 StallsMud RoExterior Features: Covered Deck, Fishing, Horse Property,Wood FHunting, Irrigated, Mountain View, Patio, Porch, Recreational,Wood F					Stove Type: None ce Type: Wood Features: Breakfast Bar, Garage Door Opener, Loft, om, Tile Floor, Vaulted Ceiling(s), Walk-in Closet(s), oor				
Comments: Situated river and to take in th wrap around two side fishing! Directions to Prope on the right. Subject to 1031: No Office Name: Canyo	e dramatic me es of the hous <b>rty:</b> Hwy 120	ountain view e offering sp past Edelwe	vs. The kitchen is bace for outdoor biss, turn left on f	s a chef's delig entertaining &	ht. 4 bedrooms, enjoyment of th	4 baths and a lar e impressive mo	ge family roor untain views.	n.Decks Great	
Listing Office: Cany									
These properties were s			se by the agent list but n	ted herein, who i ot guaranteed. #: R10015445A	may not be the list	ing agent. Informati	on herein is dee	emed reliabl	

MLS #: R10015445A







# Park County Wyoming MapServer

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



**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.

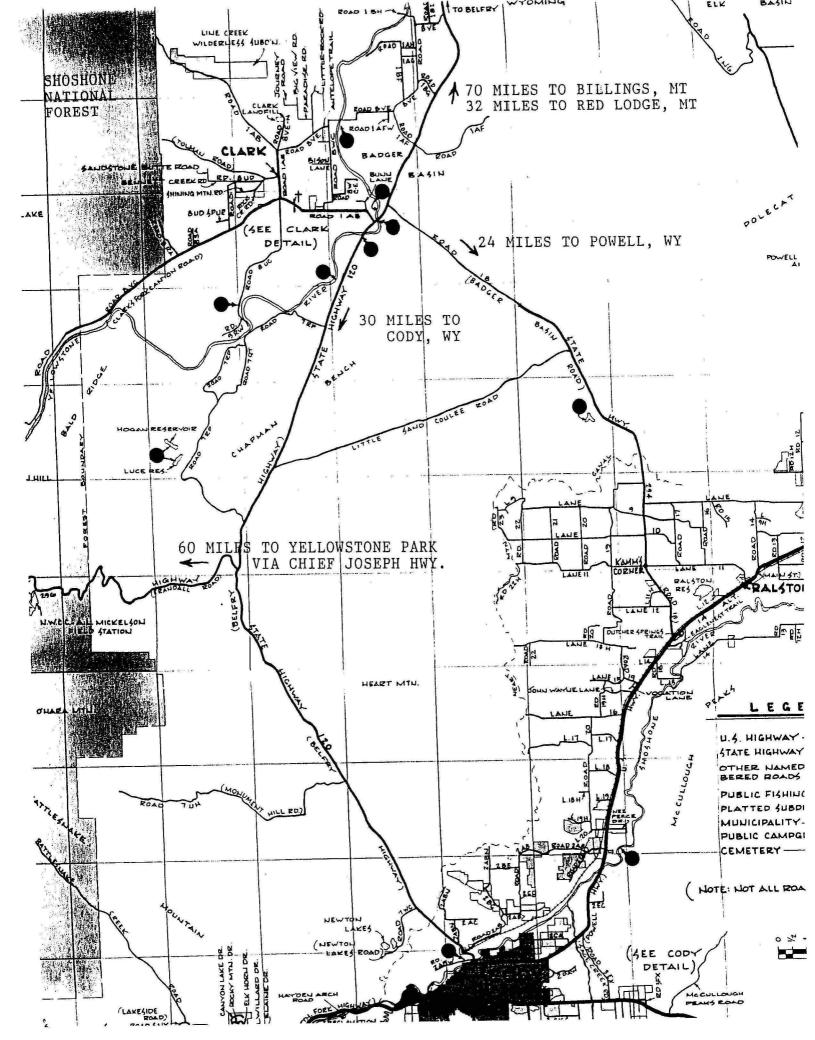
Clark's legal boundaries encompasses approximately 193 square miles. The boundary begins just north of County Road 7RP on Chapman Bench (Hwy.120) and goes north to the Montana state line, west to the Shoshone National Forest and east to include some of the arid lands in Badger Basin. The first Clark 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.

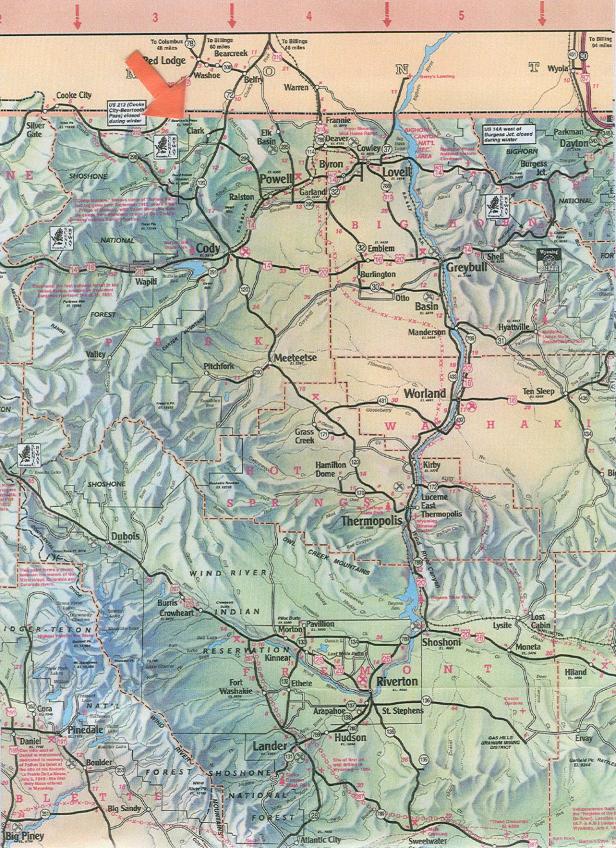
There are 3 accesses to the Shoshone National Forest, the Clarks Fork Canyon being the most spectacular. From the mouth of the Canyon you can horseback ride, hike or 4-wheel drive five miles along the river with towering mountain walls on either side. At the end of the canyon, the trail on the north 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.





## **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. 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 when listing a property. A Buyer may also choose to engage a Broker as 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 Rita Lovell Page 1 of 3

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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)(ii).

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.

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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 $\square$ (Seller) $\mathbf{X}$ (Buyer) with a copy of this Real Estate Brokerage
Disclosure and have	(date), I provided $(Seller)$ (Seller) $(Seller)$ with a copy of this Real Estate Brokerage e kept a copy for our records.
Brokerage Company	y Canyon Real Estate, LLC
By	
Rita Love	11
	en 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	