



**CLARK & ASSOCIATES
LAND BROKERS, LLC**

Specializing in Farm, Ranch, Recreational & Auction Properties

Proudly Presents



CROOKED CREEK RANCH
Broadus, Powder River County, Montana

Consisting of approximately 12,020± total acres this well balanced and well-watered ranch has an 800±- irrigated acre feed base, 9 artesian wells, 20± miles of pipeline that supplies water to approximately 23 tanks throughout the pastures and a very functional set of improvements.

LOCATION & ACCESS

The Crooked Creek Ranch is located approximately 12 miles north of Broadus, Montana with great end of the road access off of a well-maintained county road.

Several towns and cities in proximity to the property include:

- Broadus, MT (pop 467) 12 Miles
- Miles City, MT (pop 8,379) 86 Miles
- Billings, MT (pop 117,445) 181 Miles
- Belle Fourche, SD (pop 5,699) 107 Miles
- Gillette, WY (pop 32,884) 105 Miles



LEASE INFORMATION

Upon approval of the appropriate agency, the following leases will to the new owner.

- State of Montana Lease #680, consisting of 640± acres and includes 138 AUM's, with an annual lease rate of \$1,770.54 per year.
- BLM Allotment (MT 10275 Ellis), consisting of 620± acres, and includes 193 AUM's, with an annual lease rate of \$260.55.

SIZE & DESCRIPTION

10,760± Deeded Acres
640± State of Montana Lease Acres
620± BLM Lease Acres
12,020± Total Acres

The Crooked Creek Ranch consists of approximately 12,020± total acres comprised of 10,760± deeded acres, 640± State of Montana acres and 620± BLM lease acres. With 370± acres of pivot-irrigated ground and 430± acres of flood-irrigated ground the ranch produces roughly 2,800 ton of quality hay annually.

Much of the irrigated ground, located on the banks of the Powder River, has been laser leveled for efficient irrigation and maximum production. The pasture land consists of cedar breaks and deep draws that start at the upper elevations on the west side of the ranch and run towards the roughly 6 miles of river bottoms which are located on the eastern boundary of the ranch. Several of the draws drain towards a large reservoir that holds water that can be utilized for cost free, gravity flow irrigation to supplement the irrigation water which is pumped from two pump sites on the Powder River.

Elevations on the ranch range from approximately 2,290 -3,360 feet above sea level.



CARRYING CAPACITY / RANCH OPERATIONS

Owner-rated conservatively at 400 head of mother cows, 75 head of heifers and approximately 20 head of bulls the ranch is able to consistently sustain these numbers while typically keeping their calves on feed through mid-February.

The current owners start calving mid to late March and wean in late October or early November. With the abundance of feed produced on the ranch, they are able to wean the 400 calves in their backgrounding lot, feeding them hay and cake in bunks. Once the calves are weaned, they are able to run them on the meadows until sold in late January through early March.

Under current management the owners are able produce approximately 2,800± tons of quality hay without fertilizer. With the current livestock numbers the owners are able to sell approximately 1,500 round bales of hay per year. In addition, the ranch has roughly 1,000 acres of wheat base and a hunting lease which provide alternate income sources. Additional details regarding the lease will be made available to prospective buyers upon request.



MINERAL RIGHTS

The owners of the Crooked Creek Ranch have not conducted a mineral right search to determine any amount of mineral rights owned by Seller, however, any and all mineral rights owned by Seller, if any, will transfer to Buyer at day of closing.

REAL ESTATE TAXES

The real estate taxes on the Crooked Creek Ranch are \$9,484.12 per year.

WATER RESOURCES

The Crooked Creek Ranch has a total of nine artesian wells, one of which provides water to the buildings and corrals (on a jet pump) and two that provide water to approximately 20 miles of pipeline that supplies water to approximately 23 tanks throughout the pastures. These two wells have a 1½ hp and a 3hp pump, respectively. The remaining six wells supply water to individual tanks and are set up on overflows which allows for easy winters on the river bottoms without chopping ice.

The main set of corals at the headquarters has automatic waters with heaters.

The Crooked Creek Ranch has approximately 71 water right claims on the Powder River, providing ample irrigation water to the 800± irrigated acres.

There are two pump sites on the Powder River equipped with diesel powered pumps. The 370±-acre center pivot is a 16-tower, 2015 Valley 8,000 Series with upgraded gear boxes, tubes in all the tires and impeccable maintenance records. This pump site is equipped with a JD diesel engine that powers the generator for the pivot and the 2,500 GPM Cornell pump. The electricity from the generator to the pivot is buried in plastic conduit and the pivot is set up with a drain back to the river for easy winterizing. There is an 8,000-gallon fuel tank at this pump site.

The 430± acre of flood-irrigation pump site is set up 671 Detroit engine that powers a 16" Crisafulli pump. The flood irrigation is set up with new head gates and dirt ditches that carry water to the laser leveled fields. The fields are set up to irrigate approximately 10-12 acres per set.

A complete water rights search will be conducted and made available to potential buyers.



UTILITIES

Internet-- Fiber Optics
Propane-- Local providers
Water -- Artesian well
Sewer -- Private septic
Electricity- Tongue River Electric
(monthly electric costs on the ranch average approximately \$850.00)

IMPROVEMENTS

There are two homes on the property:

- The main house is a 2016 manufactured home with 4 bedrooms and 2 bathrooms. This house is approximately 2,200 sq. ft. with many upgrades and has forced air heat.
- The second home is 1995 manufactured home with 4 bedrooms and 3 bathrooms. This home is approximately 2,500 sq. ft. and has forced air heat, plus a pellet stove and wood stove.

The remaining improvements consist of a 70' x 80' machine shed/commodity storage, a 40' x 80' insulated shop with concrete floor, a 40' x 80' insulated calving barn with a heated vet/tack room, a 40' x 60' airplane hangar with a concrete floor, two sets of metal corals, a backgrounding lot and the 2015 Valley 8,000 center pivot.

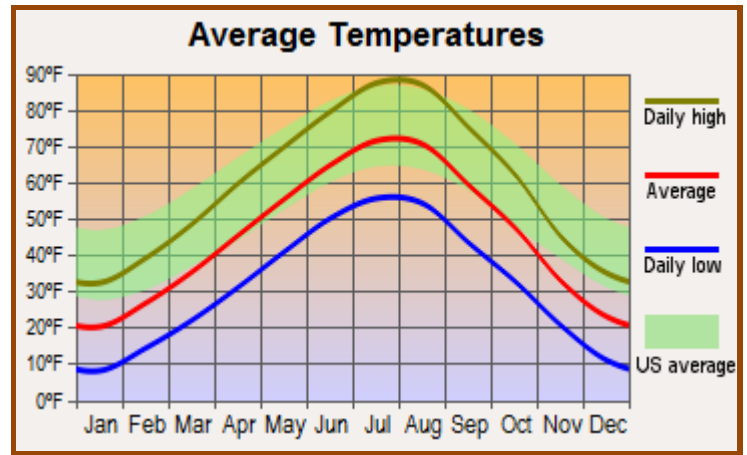






CLIMATE

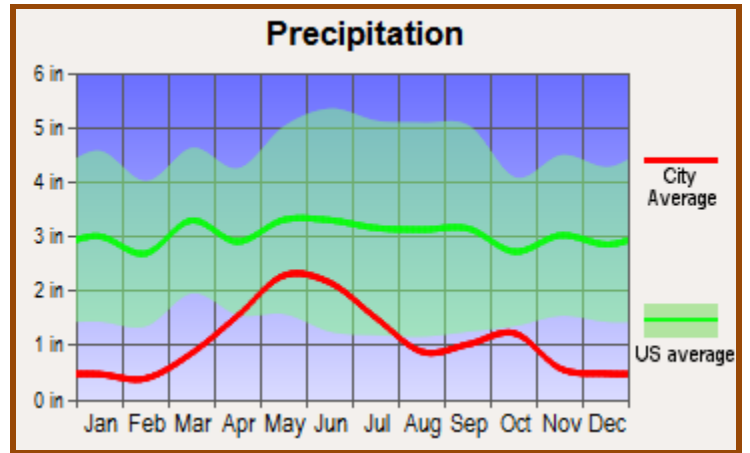
According to the High Plains Regional Climate Center at the University of Nebraska, the average annual precipitation for the Broadus, Montana area is approximately 14.9 inches including 28.8 inches of snow fall. The average high temperature in January is 37 degrees, while the low is 11 degrees. The average high temperature in July is 91 degrees, while the low is 51 degrees. The charts to the right are courtesy of www.city-data.com.



COMMUNITY AMENITIES

Broadus is a small south-eastern Montana town in Powder River County located along Highway 212. It sits near the Powder River in the former Indian territory of Powder River Basin and is often referred to as a gateway to Montana's southeast. Much of the population of this small community is involved in agriculture and ranching, although passing tourist trade helps to sustain the local economy. The town today functions as both the county seat and its

major business hub, and while there are other nearby small communities, Broadus is the only incorporated town in Powder River County and is also home to around one-third of its residents.



RECREATIONAL RESOURCES

Large cedar breaks along the river bottom, along with miles of deep draws provide prime habitat for game year-round. There is an abundance of mule and whitetail deer, antelope, turkey, grouse, pheasants, and waterfowl. The Powder River provides additional recreational and fishing opportunities.



OFFERING PRICE

\$12,500,000

Acceptable terms for purchasing this property include, but are not limited to cash at closing, new loan, or 1031 tax exchange. No portion of the purchase transaction will be financed by seller. The Seller reserves the right to effectuate a tax-deferred real estate exchange for all or part of the sales price, pursuant to Section 1031 of the Internal Revenue Code and the Treasury Regulations promulgated there under with no liability or expense to be incurred by the Buyer (in connection with the Seller's tax-deferred exchange).



CONDITIONS OF SALE

- I. All offers shall be:
 - A. in writing;
 - B. accompanied by an earnest money deposit check in the minimum amount of \$625,000.00 (Six Hundred Twenty-Five Thousand Dollars).
- II. All earnest money deposits will be deposited in the title company/closing agent's trust account.
- III. The Seller shall provide and pay for an owner's title insurance policy in full satisfaction of the negotiated purchase price.
- IV. Both Buyer and Seller shall be responsible for their own attorney fees.

FENCES AND BOUNDARY LINES

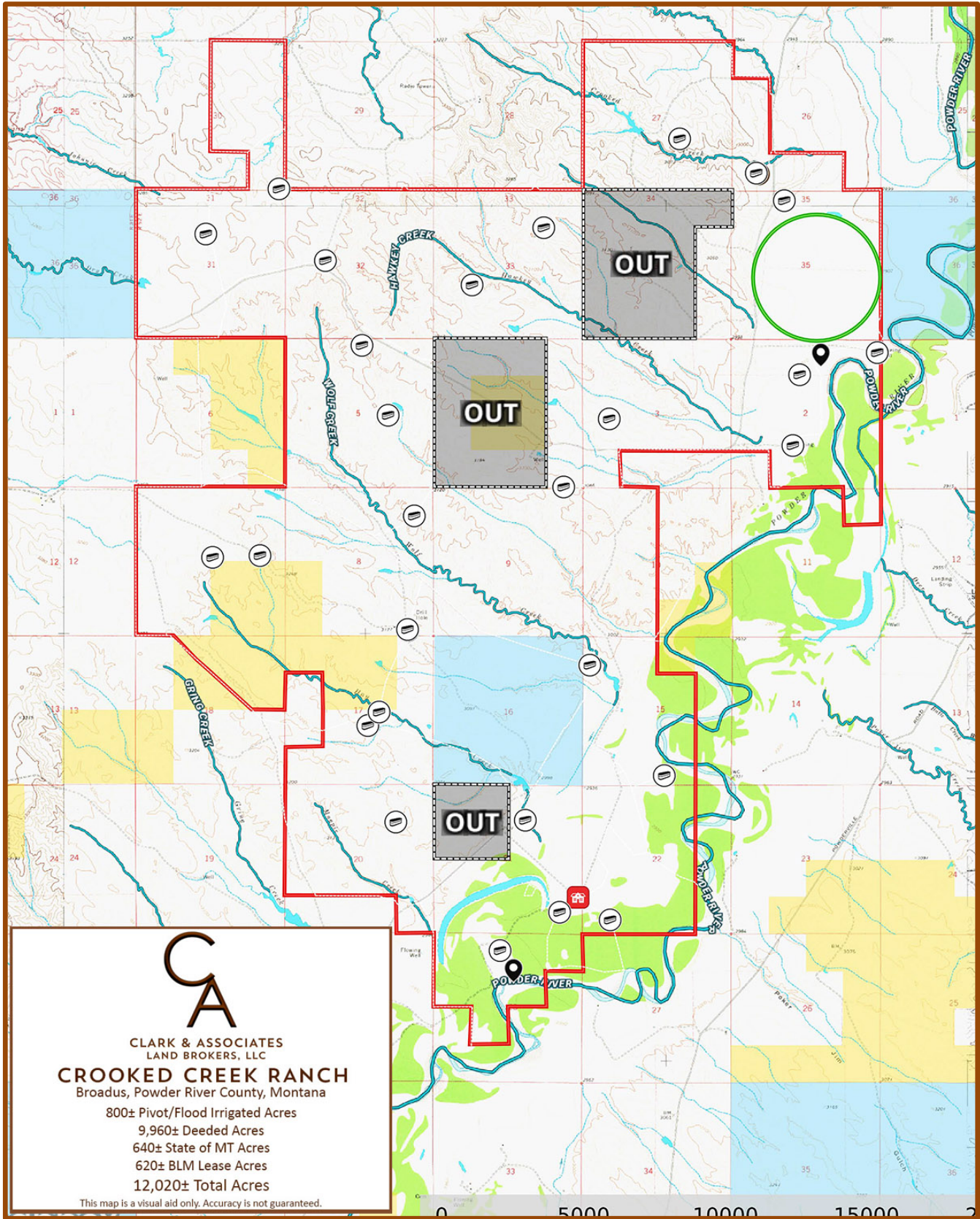
The seller is making known to all potential purchasers that there may be variations between the deeded property lines and the location of the existing fence boundary lines on the subject property. Seller makes no warranties with regard to location of the fence lines in relationship to the deeded property lines, nor does the seller make any warranties or representations with regard to specific acreage within the fenced property lines. Seller is selling the property in an "as is" condition which includes the location of the fences as they exist. Boundaries shown on accompanying maps are approximate based on the legal description and may not indicate a survey. Maps are not to scale and are for visual aid only. Their accuracy is not guaranteed.



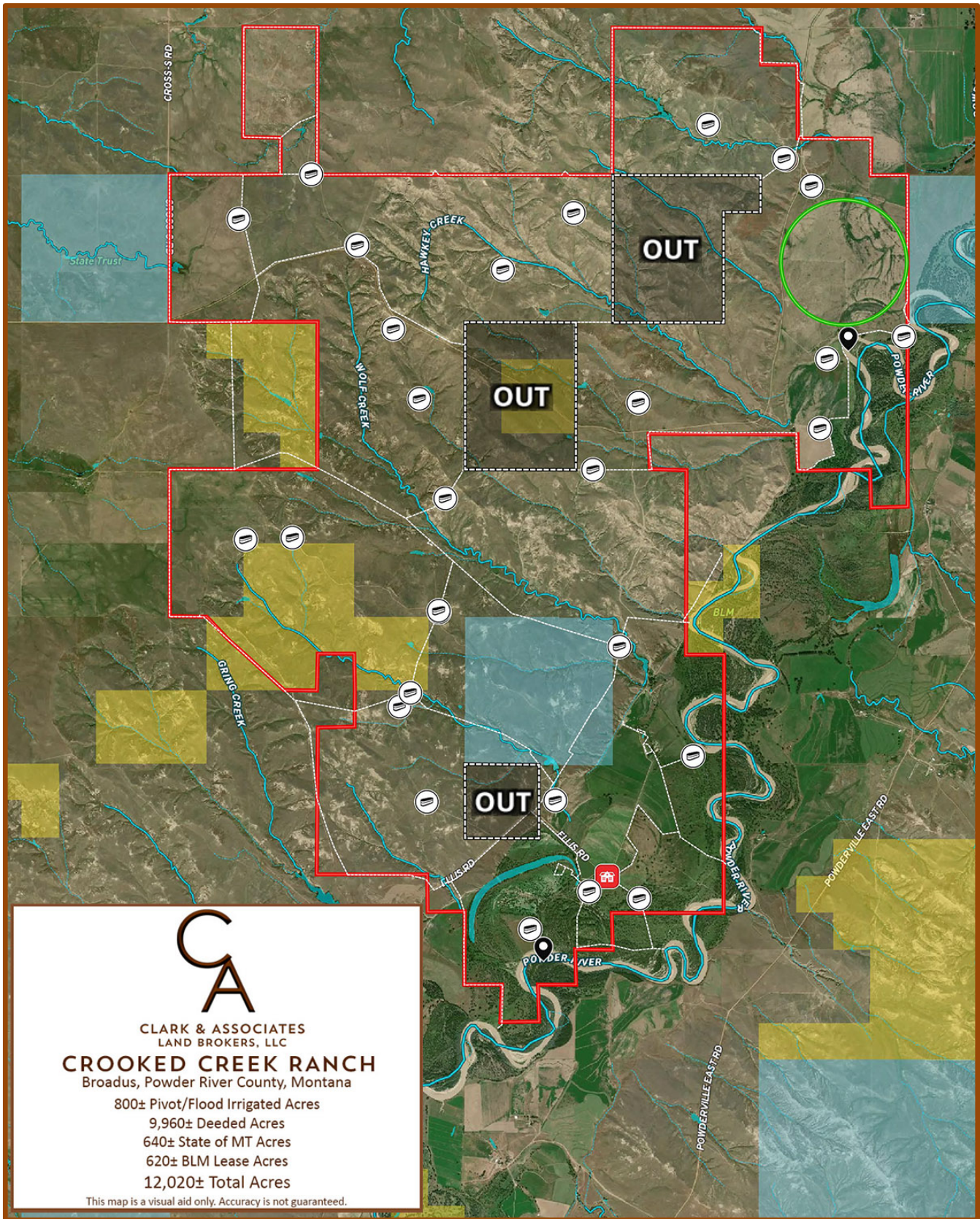
Clark & Associates Land Brokers, LLC and Western Land Sales are pleased to have been selected as the Exclusive Agents for the Seller of this outstanding offering. All information has been obtained from sources deemed reliable by Clark & Associates Land Brokers, LLC and Western Land Sales; however, the accuracy of this information is not guaranteed or warranted by either Clark & Associates Land Brokers, LLC, Western Land Sales, or the Sellers, and prospective buyers are charged with making and are expected to conduct their own independent investigation of the information contained herein. This offering is subject to prior sale, price change, correction or withdrawal without notice.

Notice to Buyers: Montana Real Estate Law requires that the listing Broker and all licensees with the listing Broker make a full disclosure, in all real estate transactions, of whom they are agents and represent in that transaction. All prospective buyers must read, review and sign a Real Estate Brokerage Disclosure form prior to any showings. **Clark & Associates Land Brokers, LLC with its sales staff is an agent of the seller in this listing.**

CROOKED CREEK RANCH TOPO MAP



CROOKED CREEK RANCH ORTHO MAP



For additional information or to schedule a showing, please contact:



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IMPORTANT NOTICE
RELATIONSHIPS/CONSENTS IN REAL ESTATE TRANSACTIONS
(COMBINED EXPLANATION AND DISCLOSURE)

Definition of Terms and Description of Duties

A “**Seller Agent**” is obligated to the **Seller** to:

- act solely in the best interests of the seller, except that a seller agent, after written disclosure to the seller and with the seller’s written consent, may represent multiple sellers of property or list properties for sale that may compete with the seller’s property without breaching any obligation to the seller;
- obey promptly and efficiently all lawful instructions of the seller;
- disclose all relevant and material information that concerns the real estate transaction and that is known to the seller agent and not known or discoverable by the seller unless the information is subject to confidentiality arising from a prior or existing agency relationship on the part of the seller agent with a buyer or another seller;
- safeguard the seller’s confidences;
- exercise reasonable care, skill, and diligence in pursuing the seller’s objectives and in complying with the terms established in the listing agreement;
- fully account to the seller for any funds or property of the seller that comes into the seller agent’s possession; and comply with all applicable federal and state laws, rules, and regulations.

A “**Seller Agent**” is obligated to the **Buyer** to:

- disclose to a buyer or the buyer agent any adverse material facts that concern the property and that are known to the seller agent, except that the seller agent is not required to inspect the property or verify any statements made by the seller;
- disclose to a buyer or the buyer agent when the seller agent has no personal knowledge of the veracity of information regarding adverse material facts that concern the property;
- act in good faith with a buyer and a buyer agent; and
- comply with all applicable federal and state laws, rules, and regulations.

A “**Buyer Agent**” is obligated to the **Buyer** to:

- act solely in the best interests of the buyer, except that a buyer agent, after written disclosure to the buyer and with the buyer’s written consent, may represent multiple buyers interested in buying the same property for similar properties to the property in which the buyer is interested or show properties in which the buyer is interested to other prospective buyers without breaching any obligation to the seller;
- obey promptly and efficiently all lawful instructions of the buyer;
- disclose all relevant and material information that concerns the real estate transaction and that is known to the buyer agent and not known or discoverable by the buyer, unless the information is subject to confidentiality arising from a prior or existing agency relationship on the part of the buyer agent with another buyer or seller;
- safeguard the buyer’s confidences;
- exercise reasonable care, skill, and diligence in pursuing the buyer’s objectives and in complying with the terms established in the Buyer/Broker agreement;
- fully account to the buyer for any funds or property of the buyer that comes into the buyer agent’s possession; and
- comply with all applicable federal and state laws, rules, and regulations.

A “**Buyer Agent**” is obligated to the **Seller** to:

- disclose any adverse material facts that are known to the buyer agent and that concern the ability of the buyer to perform on any purchase offer;
- disclose to a seller or the seller agent when the buyer agent has no personal knowledge of the veracity of information regarding adverse material facts that concern the buyer;
- act in good faith with a seller and a seller agent; and
- comply with all applicable federal and state laws, rules, and regulations.

DUAL AGENCY IF A SELLER AGENT IS ALSO REPRESENTING A BUYER, OR A BUYER AGENT IS ALSO REPRESENTING A SELLER WITH REGARD TO A PROPERTY, THEN A DUAL AGENCY RELATIONSHIP MAY BE ESTABLISHED. IN A DUAL AGENCY RELATIONSHIP, THE DUAL AGENT IS EQUALLY OBLIGATED TO BOTH THE SELLER AND THE BUYER. THESE OBLIGATIONS MAY PROHIBIT THE DUAL AGENT FROM ADVOCATING EXCLUSIVELY ON BEHALF OF THE SELLER OR BUYER AND MAY LIMIT THE DEPTH AND DEGREE OF REPRESENTATION THAT YOU RECEIVE. A BROKER OR A SALESPERSON MAY NOT ACT AS A DUAL AGENT WITHOUT THE SIGNED, WRITTEN CONSENT OF BOTH THE SELLER AND THE BUYER

Initial _____
Page 1 of 2 agency disclosure

A **“Dual Agent”** is obligated to a Seller in the same manner as a seller agent and is obligated to a buyer in the same manner as a buyer agent, except that a dual agent:

- has a duty to disclose to a buyer or seller any adverse material facts that are known to the dual agent regardless of any confidentiality considerations; and
- may not disclose the following information without the written consent of the person whom the information is confidential:
 - (i) the fact that the buyer is willing to pay more than the offered purchase price;
 - (ii) the fact that the seller is willing to accept less than the purchase price that the seller is asking for the property;
 - (iii) factors motivating either party to buy or sell; and
 - (iv) any information that a party indicates in writing to the dual agent is to be kept confidential.

A **“Statutory Broker”** is not the agent of the Buyer or Seller but nevertheless is obligated to them to:

- disclose to:
 - (i) a buyer or a buyer agent any adverse material facts that concern the property and that are known to the statutory broker, except that the statutory broker is not required to inspect the property or verify any statements made by the seller; and
 - (ii) a seller or a seller agent any adverse material facts that are known to the statutory broker and that concern the ability of the buyer to perform on any purchase offer;
- exercise reasonable care, skill, and diligence in putting together a real estate transaction; and
- comply with all applicable federal and state laws, rule and regulations.

An **“Adverse Material Fact”** means a fact that should be recognized by a broker or salesperson as being of enough significance as to affect a person’s decision to enter into a contract to buy or sell real property and may be a fact that:

- (i) materially affects the value, affects structural integrity, or presents a documented health risk to occupants of the property; and
- (ii) materially affects the buyer’s ability or intent to perform the buyer’s obligations under a proposed or existing contract.

“Adverse material fact” does not include the fact that an occupant of the property has or has had a communicable disease or the property was the site of a suicide or felony.

Disclosures/Consents

The undersigned Broker or Salesperson hereby discloses the relationship(s) as checked below, and the undersigned Seller or Buyer acknowledges receipt of such disclosure(s) and consents to the relationship(s) disclosed.

- Seller Agent
 - By checking this box, the undersigned consents to the Broker or Salesperson representing multiple sellers of property that may compete with the Seller’s property.**

- Buyer Agent
 - By checking this box, the undersigned consents to the Broker or Salesperson representing multiple buyers interested in similar properties at the same time.**

- Statutory Broker
- Dual Agent **(by checking this box, the undersigned consents to the Broker or Salesperson acting as a dual representative.)**

_____/_____
Broker and/or Salesperson Date

_____/_____
Seller Buyer Date

NOTE: Unless otherwise expressly stated the term “Days” means calendar days and not business day. Business days are defined as all days as except Sundays and holidays. Any performance which is required to be completed on a Saturday, Sunday or a holiday can be performed on the next business day.