



Mitchell Hunting and Fishing Property

Powder River County, Montana



PFISTER
LAND COMPANY, LLC

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INTRODUCTION

The **Mitchell Hunting and Fishing Property**, consisting of 480 +/- deeded acres and 160 acres +/- of BLM lease, is situated deep in the heart of Mule Deer country, just across the Wyoming/Montana border near Biddle, MT. The property offers a diversity of open slopes, timbered ridges and significant changes of elevation. The pine ridges offer superb mule deer habitation and the grassy plains provide abundant forage for deer and other types of wildlife. Nestled in the pine ridges of the ranch are numerous food plots totaling approximately 50 acres. These enhanced areas provide additional forage for the Mule Deer and draw game in from neighboring areas. There are also two ponds on the property providing good water sources for livestock and wildlife and the bigger pond on the north end of the property is stocked with Largemouth Bass, and Trout. Migratory elk and resident herds of deer make this the perfect property for wildlife viewing or hunting. The property is nicely, but not overly improved with a newer cabin on the south end of the property. There is also a small livestock facility adjacent to the cabin which works well for keeping horses and livestock.



View looking across the fishing pond, stocked with Trout and Bass.

LOCATION AND ACCESS

The Mitchell Hunting and Fishing Property is located 15 miles southwest of Biddle, MT, situated in the south end of Powder River County, just north of the Wyoming border. The area is known to be some of the best Mule Deer hunting in the West. It is accessed by traveling west off of Highway 59, between Gillette, WY and Broadus, MT. The elevation of the Mitchell Hunting and Fishing Property ranges from 3,900 - 4,100 feet above sea level.

Distances from the Mitchell Hunting and Fishing Property:

- Biddle, Montana 15 miles
- Recluse, Wyoming 34 miles
- Broadus, Montana 41 miles
- Gillette, Wyoming 74 miles
- Sheridan, Wyoming 108 miles
- Billings, Montana 210 miles
- Rapid City, SD 215 miles
- Denver, Colorado 417 miles



View looking southeast at food plots surrounded by timber.

SIZE AND DESCRIPTION

The Mitchell Hunting and Fishing Property is 640 total acres consisting of 480 +/- deeded acres and 160 +/- BLM lease acres. It is accessed by traveling west off of Highway 59, between Gillette, WY and Broadus, MT. Situated in the heart of Mule Deer country, this property is a nice balance of timbered ridges, open parks and areas developed as food plots. The food plots are put in to improve the wildlife habitat. They are seeded to a combination of alfalfa, clover, brome grass, orchard grasses, and sanfoin.



Looking northwest from field/food plot at the higher timbered ridges.



The property is suitable for year-round access and living. There is electric power on the property and to the residence. The Mitchell Hunting and Fishing Property has a high quality water well that is estimated to be 560 feet deep. The water is of good quality and suitable for consumption. The current owners have taken pride during their ownership, and have done many things to improve the quality of the property.



A view of the parcel near the north end.



Spring fed pond west of the improvements.
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IMPROVEMENTS

The Mitchell Hunting and Fishing Property offers quality, practical improvements. There is a new modular built cabin on the south end of the parcel. It is a nice retreat situated in a spectacular landscape. It has all the amenities needed with restroom, kitchen, living room, a nice bedroom and additional sleeping quarters in the loft. Seller is including most of the furnishings to the buyer.



Looking southeast at the cabin.



Interior views of the cabin.



Pens located just north of the cabin for livestock holding purposes.



Looking north from the improvements across a field / food plot.

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WATER RIGHTS

With artesian springs, spring fed drainages and year-round reservoirs, there are substantial water resources throughout the property offering recreational opportunities and providing drinking water for livestock and wildlife. There are two reservoirs on the property, one stocked with Trout and Large Mouth Bass. The Mitchell Hunting and Fishing Property provides a nice supply of water dispersed among the property to add to the excellent wildlife habitat. There are two spring fed tributaries of water on the ranch. Mahoney Creek flows just northwest of the improvements and a supply of Bay Horse Creek filtrates from the north end of the property.



Water resources on the Mitchell Hunting and Fishing Property.



RECREATIONAL RESOURCES

The Mitchell Hunting and Fishing Property has been specifically improved for the enhancement of Mule Deer and Elk habitat. There is a good population of Mule Deer on the property year-round. Elk travel through and in the property periodically and because of the improved habitat, they are frequenting the property more often. The hunting area is region 700, area 705. Out of state hunter can expect a general draw success of 60-70%. The Seller is a licensed outfitter and is willing to sell “outfitter guaranteed” licenses to the purchasers. Buyers purchasing the property can expect a great hunting or wildlife view experience and see multiple species of wildlife while on the ranch.

The fishing pond, stocked with Trout and Bass, located on the north end of the property, provides anglers with opportunity to try their skills at catching fish.

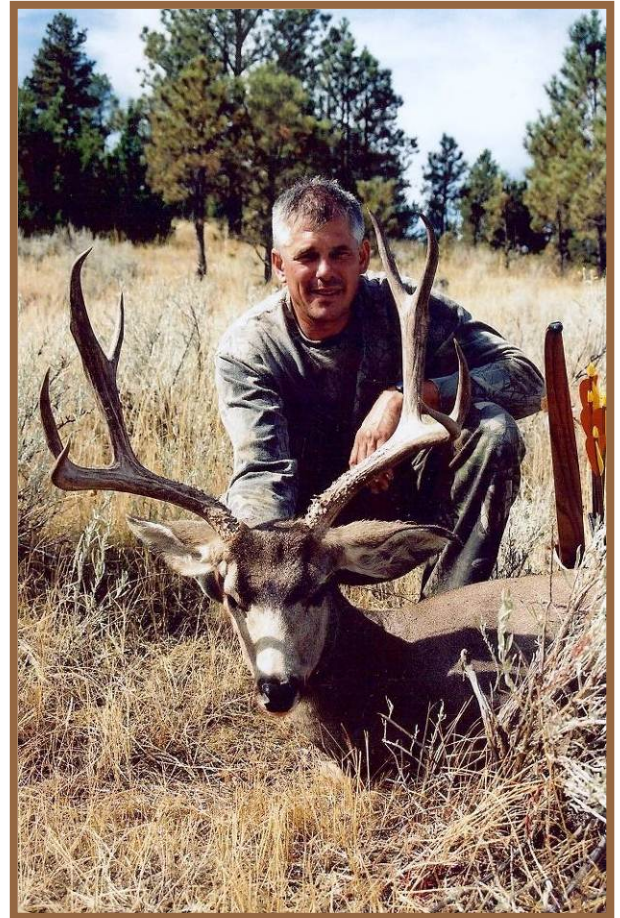
The recreational amenities near and on the property include the following:

- Hunting
- Golfing
- Fly Fishing
- Canoeing, boating & swimming
- Four-wheeling
- Snowmobiling
- Camping
- Cross-country skiing
- Rock Climbing
- Hiking
- Horseback riding
- Mountain bike riding
- Wildlife watching



DEER AND TURKEYS OF THE MITCHELL HUNTING AND FISHING PROPERTY







REAL ESTATE TAXES

The estimated 2009 Powder River County property taxes are \$360.00.

OFFERING PRICE

The Mitchell Hunting and Fishing Property is being offered at \$480,000 (Four Hundred Eighty Thousand Dollars) or \$1,000 per deeded acre.

CONDITIONS OF SALE

The sellers shall require an all cash sale.

- I. All offers shall be:
 - a. in writing,
 - b. accompanied by an earnest money deposit check in the minimum amount of 5% of the offering price.
- II. All earnest money deposits will be deposited in the Listing Broker's trust account, or appropriate escrow.

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- III. The sellers 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's fees.

FENCE AND BOUNDARY LINES

The seller is making known to all potential purchasers 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 any accompanying maps are approximate, based on the legal description. Maps are not to scale and are for visual aid only. The accuracy of the maps and information is not guaranteed.

Pfister Land Company, LLC is pleased to have been selected as the Exclusive Agent for the seller of this offering. All information has been obtained from sources deemed reliable by Pfister Land Company, LLC; however, the accuracy of this information is not guaranteed or warranted by either Pfister Land Company, LLC 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 and any offer presented does not have to be accepted.

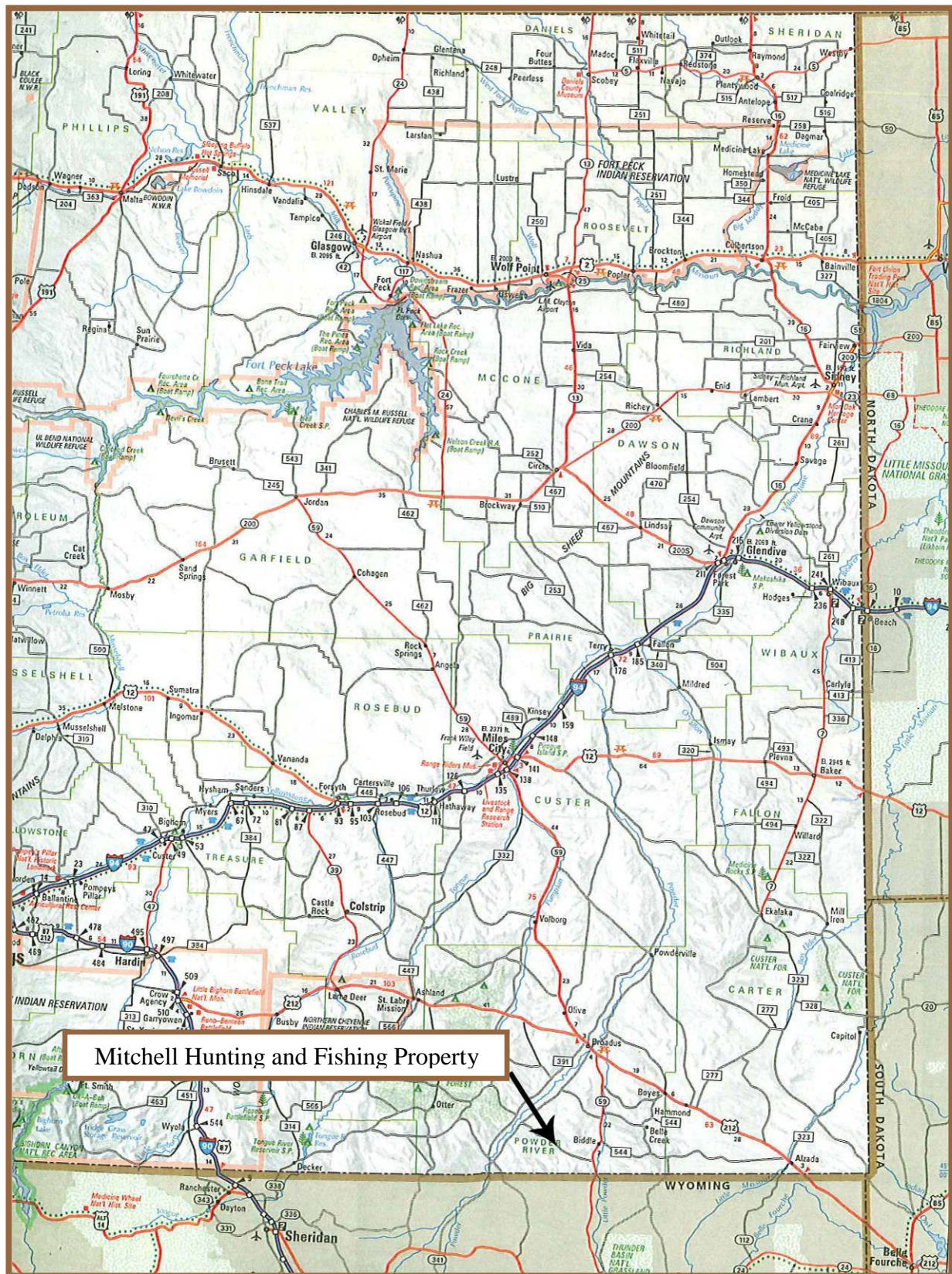
For additional information or to schedule a showing, please contact:



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NOTES

MITCHELL HUNTING AND FISHING PROPERTY LOCATION MAP



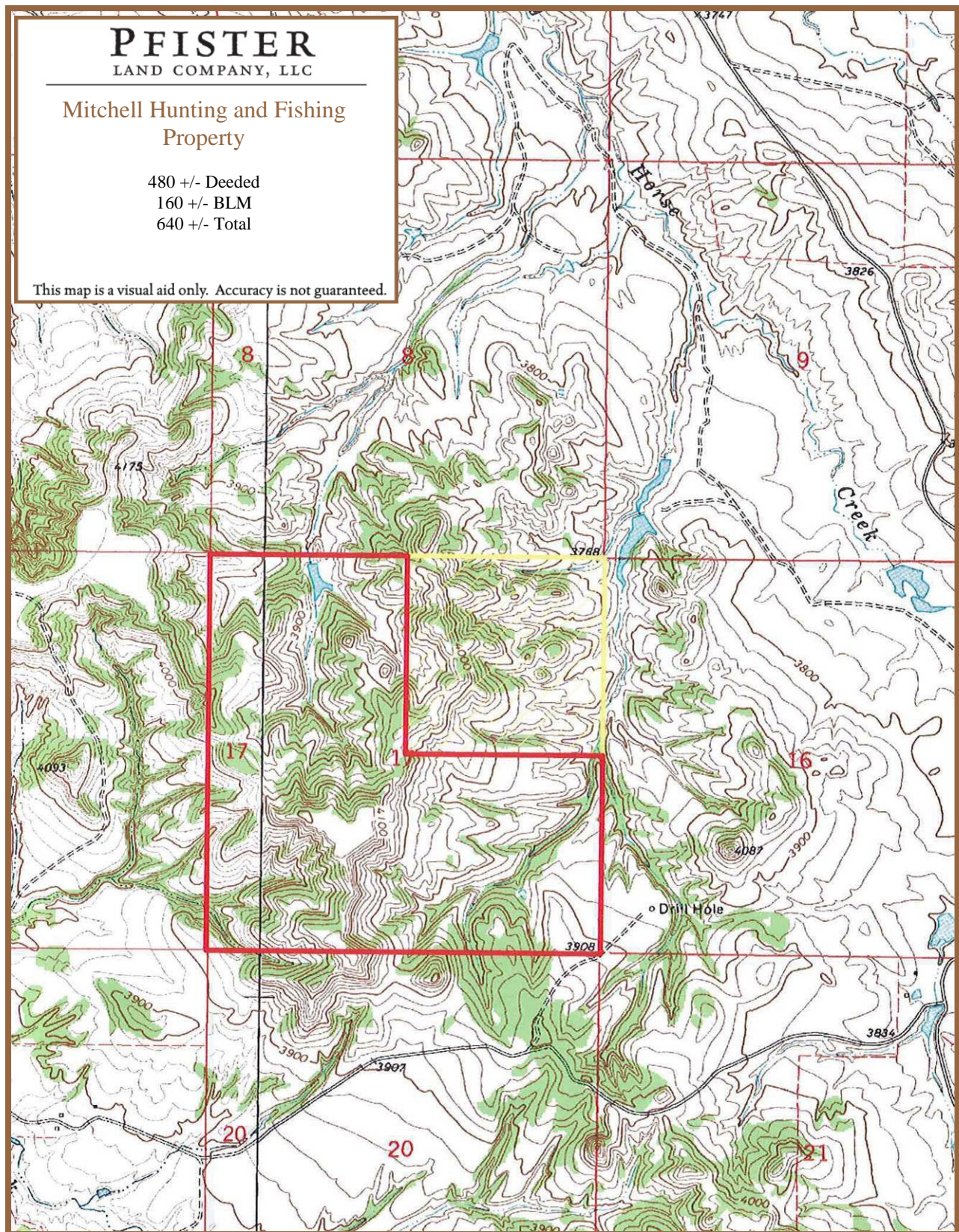
MITCHELL HUNTING AND FISHING PROPERTY TOPOGRAPHY MAP

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Mitchell Hunting and Fishing Property

480 +/- Deeded
160 +/- BLM
640 +/- Total

This map is a visual aid only. Accuracy is not guaranteed.



MITCHELL HUNTING AND FISHING PROPERTY SATELLITE MAP

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Mitchell Hunting and Fishing Property

480 +/- Deeded
160 +/- BLM
640 +/- Total

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RELATIONSHIPS 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;
- 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;
- 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;
- 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;
- 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 the 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 _____

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 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 to 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, rules 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; or
- (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 that the property was the site of a suicide or felony.

Relationship Disclosure/Consent

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

Check all the Applicable Relationship(s):

[] Seller Agent

[] Buyer Agent

[] Statutory Broker

☐ Dual Agent (by checking this box, the undersigned buyer or seller consents to the licensee 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 days. Business days are defined as all days 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.