

CLARK
& ASSOCIATES
Land Brokers, LLC

Specializing in Farm, Ranch, Recreational & Auction Properties

Proudly Presents



COTTONWOOD EQUESTRIAN CENTER
Silesia, Carbon County, Montana

LOCATION & ACCESS

The Cottonwood Equestrian Center is located 25 miles southwest of Billings, Montana along the Clarks Fork River. To access the property, travel south from the Interstate 90 exit 434 in Laurel, Montana on Highway 12 for approximately 8.75 miles to the town of Silesia; turn left onto Cottonwood Creek Road and travel east for approximately 1.25 miles; turn left onto River Road and travel approximately 1 mile north to the property.

Silesia, Montana (population 96)	2 miles southwest
Laurel, Montana (population 6,718)	11 miles north
Billings, Montana (population 104,170)	20 miles northeast
Red Lodge, Montana (population 2,125)	37 miles southwest



SIZE & DESCRIPTION

The Cottonwood Equestrian Center is comprised of 58± acres of mostly level river-bottom land along with 320± acres of private lease for a total of approximately 378 acres. One look at the huge, mature cottonwood trees on the property and it is easy to see how the property got its name. Large irrigable paddocks and large, landscaped yards add to the appeal of Cottonwood Equestrian Center. The many buildings are alike in build and color to add consistency throughout the property and blend well into the natural river side setting.

LEASE INFORMATION

Currently, there is a 320 acre private lease included with the property that could potentially transfer with the sale to the new owners.



OPERATIONS

The Cottonwood Equestrian Center was built as a premier equine facility for breeding, training, competing, and enjoying all aspects of the equine world. With the many indoor riding arenas and other facilities, as well as the outdoor arenas, round pens, and paddocks, the options are limitless for equine activities.

UTILITIES

- Electricity – Yellowstone Valley Electric
- Gas/Propane – Cenex and/or Silvertip Propane
- Communications – CenturyLink
- Mobile Phone Coverage – multiple providers
- Water – private wells
- Sewer – septic
- TV – satellite

IMPROVEMENTS

The numerous improvements on the Cottonwood Equestrian Center include:

- A 4,000 square foot, owner's residence, constructed in 1999, that includes five bedrooms, each with its own full bathroom, along with a large gas fireplace, huge kitchen with island and built-in appliances, spacious living room with vaulted ceiling, large laundry room, a covered porch, and an attached two-car garage.
- A 3,500 sq. ft. two-story residence, constructed in 2001, with four bedrooms, each with its own full bathroom, gas fireplace, attached two-car garage and porch.
- A 30'x60' insulated/heated machine shop with concrete floors and overhead hoist
- A 36'x48' insulated mare breeding barn with four 12'x20' stalls and two 12'x12' tack rooms
- A 45'x170' insulated/heated stall barn with thirty 12'x12' stalls, farrier area, heated bathrooms, storage rooms, padded stanchions, vet area, and employee break area. This barn has an attached 24'x24' facility office area with carpeted floor, bathroom, and covered porch.
- A 45'x60' hay storage building
- A 30'x36' insulated/heated wash room with 10 pipe wash racks, two water heaters, and three pressure tanks
- A 66'x150' insulated/heated indoor riding arena attached to stall barn
- A 115'x230' insulated indoor riding arena with crow's nest and concession area
- An 80'x96' insulated building attached to the indoor arena
- A 60' steel pipe round pen
- Three 4.5 acre paddocks with automatic water system
- 24 RV hookups that include power and water
- 165'x240' outdoor riding arena

REAL ESTATE TAXES

The real estate taxes on the Cottonwood Equestrian Center are approximately \$13,000 per year.

WATER

There are two water wells on the property as well as irrigation water rights out of the Clarks Fork River.

MINERAL RIGHTS

All mineral rights, if any, owned by the seller will transfer at closing.







CLIMATE

According to the NOAA Regional Climate Center, the average annual precipitation for the Silesia, Montana area is approximately 14.2 inches including 51 inches of snow fall. The average high temperature in January is 37 degrees, while the low is 13 degrees. The average high temperature in July is 87 degrees, while the low is 54 degrees. The charts to the right are courtesy of www.city-data.com.

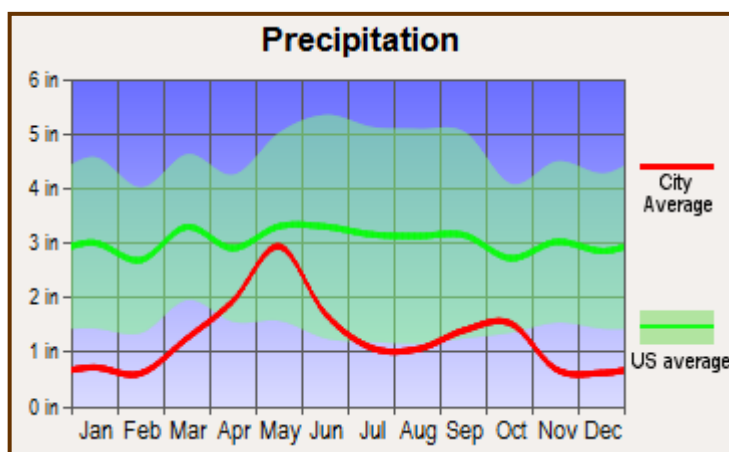
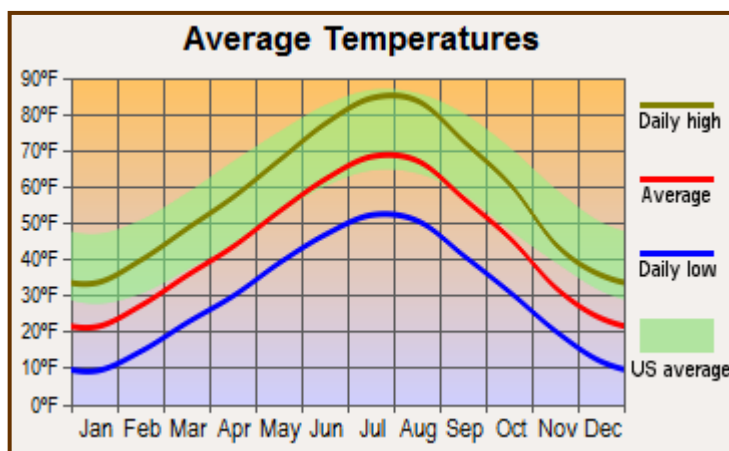
COMMUNITY AMENITIES

Although Silesia is an unincorporated community in Carbon County, Montana, it is within 30 minutes of Billings, Montana.

Billings is the county seat of Yellowstone County and the largest city in Montana. Billings is the retail, trade, and distribution center for the majority of Montana, western North and South Dakota, and northern Wyoming. Besides being a regional business hub, Billings also has several major healthcare facilities, higher education options, arts and cultural events, and other entertainment.

Several attractions found in the area including Zoo Montana, Yellowstone Art Museum, Pictograph Cave and Chief Plenty Coups State Park. The Little Bighorn Battlefield National Monument, Bighorn Canyon National Recreation Area, and Red Lodge Mountain Resort are within 100 miles of Billings along with the Beartooth Highway that links Red Lodge, Montana to Yellowstone National Park.

Commercial airline service is available at Billings, Montana. Situated on the rim rocks overlooking the city, Billings Logan International Airport is Montana's largest and busiest airport. The service area includes the western Dakotas, eastern Montana, and northern Wyoming. Scheduled passenger airline service is provided by Allegiant Air, Frontier, Horizon Air, Delta Airlines, Gulfstream Airlines, and United Airlines. There are approximately 25 to 30 passenger flights per day. For more information regarding this airport, please visit www.flybillings.com.





OFFERING PRICE

Reduced from \$3,550,000 to \$2,000,000

The Seller shall require an all cash sale. 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 \$147,500 (One Hundred Forty-Seven Thousand Five Hundred Dollars); and
 - c. be accompanied with the name, telephone number, and address of the Buyer's personal banker in order to determine financial capability to consummate a purchase.
- 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.



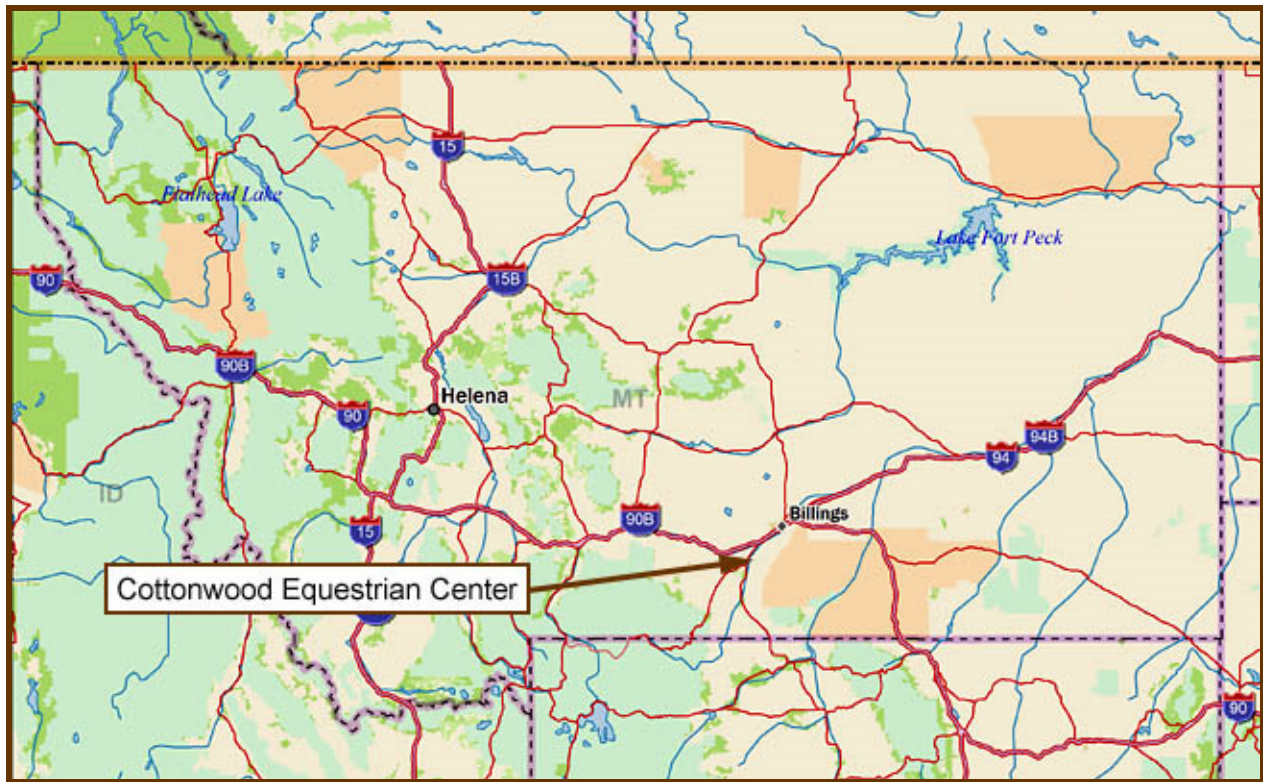
FENCES AND BOUNDARY LINES

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.



MONTANA LOCATION MAP



Clark & Associates Land Brokers, LLC is pleased to have been selected as the Exclusive Agent for the Seller of this outstanding offering. All information has been obtained from sources deemed reliable by Clark & Associates Land Brokers, LLC; however, the accuracy of this information is not guaranteed or warranted by either Clark & Associates Land Brokers, 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.

Notice to Buyers: Wyoming 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.**

NOTES

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



Denver Gilbert
Associate Broker / Owner

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Licensed in WY, MT, SD, & ND

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Licensed in WY

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.