



CLARK & ASSOCIATES
LAND BROKERS, LLC

Proudly Presents



Big Horn River Recreation Investment
St. Xavier, Montana

An unprecedented opportunity to invest and enjoy the recreational splendor of the Big Horn River.

LOCATION & ACCESS

The Big Horn River Recreation Investment is located approximately 27 miles north of Ft. Smith, Montana and the Big Horn National Recreation Area, and 16 miles south of Hardin, Montana. From I-90 you will take Exit 495 and continue south through Hardin on Highway 313 for 16 miles at which point the large undeveloped pasture will be on your right with immediate highway access. If you reach Mallard's Landing, you have gone three miles too far.

Distances to surrounding towns and cities from Big Horn River Recreation Investment are as follows:

St. Xavier, Montana – 7 miles	Hardin, Montana – 16 miles
Ft. Smith, Montana – 27 miles	Billings, Montana – 62 miles
Sheridan, Wyoming – 87 miles	

SIZE & DESCRIPTION

Hidden within the trees and directly off all-season Highway 313 and tucked beneath the brush of a high-rising west bench, this unique opportunity consists of 223± acres of undeveloped perennial pasture with potential for irrigated row crop farming on 66 acres with over a half mile of the Big Horn River crossing between upland game bird habitat, timbered river bottom, and high rising bluffs protecting the west ridge.

The purchase will also include an undivided interest in another half mile of approximately 100 acres of undeveloped river frontage consisting of perennial pasture, pheasant habitat and timbered white-tail deer habitat.

Big Horn River parcels of this size located below the reservoir are hard to find and rarely hit the market because of the world-class trout fishery strategically stocked and managed for outdoor destination experiences. The tall grasses and cropped fields of the valley present a renowned pheasant, migratory, and upland game bird mecca while the white-tail deer in this area grow to trophy class as well.

LEASE INFORMATION

Agricultural production leases are readily available to have a tenant farm, graze, and improve habitat. This valley has exceptional landowners and caretakers looking for long-term agreements.

CARRYING CAPACITY / RANCH OPERATIONS

The Big Horn River Recreation Investment has historically been used as an irrigated grazing pasture for three generations of farmers and ranchers in the valley. Because of the seasonal grazing and perennial pastures, the native species and wildlife habitat are in exceptional condition. This incredible investment comes with water rights on 66 acres and gives you the ability to lease for row-crop farming and migratory bird habitat.



SOILS

Of the farmland within this parcel, Kyle Silty Clay and Haverson Loam comprise the majority of well drained, irrigated, productive row crop producing superior yields for share-crop, cash lease, or horse pasture potential. Alluvial soils fan closer to the water creating superb wildlife habitat and game cover.

IMPROVEMENTS

As this beautiful parcel is mostly undeveloped, current improvements include two highway entry approaches with access to the grid, homesteader corrals, sheds, ditches, and perimeter fence.

UTILITIES

There is access to the power grid from the highway with many wells drilled in the area for rural water.

REAL ESTATE TAXES

The real estate taxes on the Big Horn River Recreation Investment are approximately \$3,803.61 per year.

WATER RIGHTS

The water rights are attached to and will transfer with all filed deeded irrigated parcels.

MINERAL RIGHTS

Any minerals attached to deed or parcel will transfer with the sale.



COMMUNITY AMENITIES

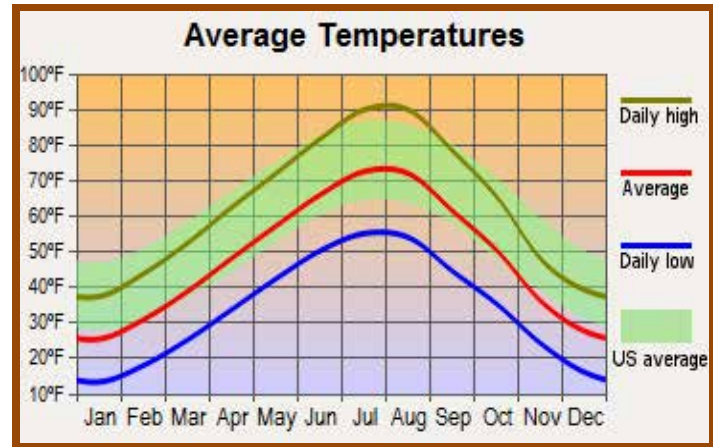
Ft. Smith, Montana is known as the hub for floating the Big Horn River having a service station, campgrounds, fly shops, guide services, restaurants, and a public air strip owned by the National Park Services.

Hardin, Montana is a full-service town of 3,500 residents and is an agricultural hub of the Big Horn River valley including a public airport with 3,025ft runways.

Billings, Montana: Commercial airline service is available at Billings. 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, Northwest Airlines, Skywest Airlines (Delta), and United Airlines. There are approximately 25 to 30 passenger flights per day. For more information regarding this airport, please visit www.flybillings.com.

CLIMATE

According to the High Plains Regional Climate Center at the University of Nebraska, the average annual precipitation for the St Xavier, Montana area is approximately 17.1 inches including 42 inches of snow fall. The average high temperature in January is 40 degrees, while the low is 18 degrees. The average high temperature in July is 90 degrees, while the low is 56 degrees. The charts to the right are courtesy of www.city-data.com.

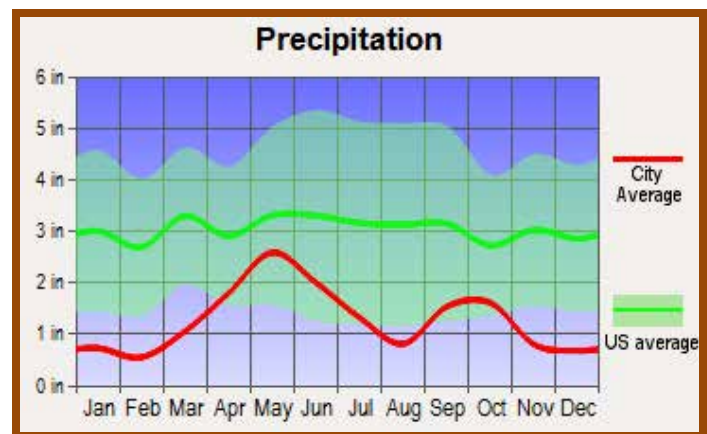


RECREATION & WILDLIFE

The Big Horn River is world renowned as one of the best trout fisheries. Fishing is an all year activity as the temperature and flow of the water leaving Yellowtail Reservoir keeps the river open and stable no matter the season. This area is truly the hub for outdoor recreation.

To the south are the Pryor Mountains and Big Horn Canyon National Recreation Area.

There are several websites that detail the recreational and conservation amenities of this grand area, including NPS.gov which has detailed an excellent activities agenda for all to behold and appreciate the grandeur of this unique area. The following are highlights from just two websites of what you can expect when you live and travel to this great wonder.



Cottonwoodcampbighorn.com:

"The Bighorn River is well-known throughout the world for the superb fly fishing it offers. The first thirteen miles—from Afterbay Access to Bighorn Access—have more trout per mile and a bigger average trout size than any other river in Montana. You probably have a better chance of catching a trout over 20 inches on the Bighorn than on any other river in Montana. Bighorn trout are extremely healthy because of the river's excellent food supply. They are wonderful fighters and very acrobatic. Dry fly fishing, nymphing, and fishing streamers can all be productive for much of the year. The Bighorn River is open and very fishable the entire year. Peak fishing times are from April till the end of September."

NPS.gov:

"The vast, wild landscape of Bighorn Canyon National Recreation Area offers visitors unparalleled opportunities to immerse themselves in the natural world, and experience the wonders of this extraordinary place. With over 120,000 acres, one can find an astounding diversity in ecosystems, wildlife, and more than 10,000 years of human history to explore.

Fish the Bighorn River - If you like to fish, then you'll love the Bighorn River. The first 3 miles below the Afterbay Dam are truly world class. Anywhere between 8,000 to 11,000 trout per mile can be found on the most fished stretch of river in the state of Montana. Two National Park Service managed fishing accesses that are part of Bighorn Canyon NRA give anglers this amazing opportunity.

Boating on Bighorn Lake – The waters of Bighorn Lake await boaters who come to ride between walls, cliffs, and spires that tower over 500 feet above the lake. The recreation opportunities on a boat trip along the lake are amazing. Water ski, fish, camp or enjoy the sights. This is truly an unforgettable trip!

Viewing Yellowtail Dam – From Memorial Day through Labor Day, the Yellowtail Dam visitor center is open to the public seven days a week. Walk to the back of the visitor center to look through the glass windows at a truly stunning view. The Yellowtail Dam stands 525 feet high, damming the Bighorn and backing the lake up behind it for 71 miles.

Camping at Black Canyon – Could there be a prettier spot. Black Canyon's grandeur has few rivals. Towering sandstone cliffs rise above the lake. The campground sits where the lake turns to a clear stream. Spend a night enjoying the crisp, cool canyon air while experiencing the beauty Black Canyon evokes.

Ranger Led Programs - Every Saturday night throughout the summer National Park Service Rangers give evening programs at the Afterbay campground theater. Learn about the history of the Crow Nation, historic river trips, the bears of Bighorn Canyon, floating the Bighorn, and more. The natural and cultural history of Bighorn Canyon comes to life as past, present, and future intermingle at these programs along the peaceful shores of the Afterbay."

With all this, as well as the Wild Horse Range and "rock-hounding" for fossils in the Pryor Mountains, rodeos, bison, Wyoming's majestic Big Horn Mountains, and the world famous Crow Fair nearby, you have the opportunity to live and play in a never-ending area of activities and wonderment.

COMMUNITY AMENITIES

Hardin is the hub of a thriving agricultural community having three grower's cooperatives as well as robust agronomy support and supply industries. The county seat of Big Horn County, Hardin's Main Street and Chamber of Commerce has seen significant growth and improvements with its population above 3,500 residents and diversifying economy.

AIRPORT INFORMATION

Commercial airline service is available at Billings, Montana. The following is information on the Billings airport:

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 America West Express, Delta Airlines, Northwest Airlines, United Airlines, with regional service provided by Big Sky Airlines, Horizon Air, and Skywest Airlines. There are approximately 25 to 30 passenger flights per day. Billings Logan International Airport is located at the intersection of state Highway 3, from the West, North 27th Street, from the south, and Airport Road (secondary state Route 318) from the east. From Interstate 90, take the 27th Street exit. Stay on North 27th Street and proceed north to the top of the hill. For more information regarding this airport, please visit <http://www.flybillings.com>.

OFFERING PRICE

\$2,230,000

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 \$65,000 (Sixty-Five Thousand 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 regarding 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 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: 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:



Colter Devries
Sales Associate

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colter@clarklandbrokers.com

Licensed in MT



Denver Gilbert
Associate Broker
/ Owner

Mobile: (406) 697-3961

denver@clarklandbrokers.com

Licensed in WY, MT,
SD, & ND

Clark & Associates Land Brokers, LLC
Specializing in Farm, Ranch, Recreational & Auction Properties

Lusk, WY Office

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Lusk, WY 82225

Cory G. Clark - Broker / Owner

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Hulett, WY Office

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Hulett, WY 82720

Mark McNamee - Associate Broker/Auctioneer/Owner

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Billings & Miles City, MT Offices

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Billings, MT 59105

Denver Gilbert - Associate Broker / Owner

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Jon Keil - Associate Broker

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Belle Fourche, SD 57717

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Logan Schliinz - Associate Broker

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Douglas, WY Office

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Scott Leach - Associate Broker

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Greybull, WY Office

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Greybull, WY 82426

Ken Weekes - Sales Associate

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Licensed in WY

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

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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 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.

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