



**CLARK & ASSOCIATES
LAND BROKERS, LLC**

Specializing in Farm, Ranch, Recreational & Auction Properties

Proudly Presents



Pryor Creek Ranch
Billings, MT

The Pryor Creek Ranch consists of 7,583.75± deeded acres and is a great combination of productive pasture, tillable cropland, and CRP cash-flows. This location at this price presents tremendous investor potential.

LOCATION & ACCESS

From Billings, if traveling on I-90, take exit 452 for Lockwood and keep on Old US Highway 87 South for 17 miles. A cattle guard and mail box will mark the Indian Access Road on your right for entry to the ranch.

From Hardin, if travelling on I-90, 11 miles west of Hardin take exit 484 for Toluca and Old US Highway 87; stay on Old US Highway 87, traveling north for 19 miles. A cattle guard and mail box will mark the Indian Access Road on your left for entry to the ranch.

Several towns and cities in proximity to the property include:

- | | |
|--------------------------------------|----------------|
| • Billings, Montana (pop 110,000) | 17 miles west |
| • Hardin, Montana (population 3,800) | 32 miles east |
| • Pryor, Montana (population 700) | 29 miles south |

SIZE & DESCRIPTION

7,583.75± Deeded Acres

Pryor Creek Ranch consists of eight separate tracts all located southeast of Billings Montana. Within the rolling terrain and 3,689.52± acres of native pasture is natural wildlife and livestock shelter from species such as juniper and sage brush.

Flatter terrain dominates where the prairie grasses end and the cropland begins. The 2,618.97 ± acres of cropland is currently in a fallow and wheat rotation; however, has been tilled and picked thoroughly of rock for many decades, creating the potential for great alfalfa and perennial tame-grass hay.

Being located between two strong agricultural markets, Billings and Hardin, gives this location additional value in having options to produce wheat, barley, pulses, hay, and feed for numerous feedlots and grain markets nearby. The proximity to Billings also gives any land-manager and investor the ability to have a large holding and immediate cash flow from the 1,265.84± acres of CRP.

No leases accompany this offering. The Pryor Creek Ranch is 100% deeded.

WATER RESOURCES

There is one domestic well of potable quality located at machine shed which could be used for spray application; however, this well has not been filed with Montana DNRC. Livestock water is from the creeks, springs and potential reservoirs

CARRYING CAPACITY / RANCH OPERATIONS

In an area that historically receives 12 to 17 inches of annual precipitation, with an average of 125 frost-free days, previous operations on the ranch have been spring wheat, winter wheat, and fallow rotations on the cropland with a very strong CRP contract that has been inspected, approved and renewed several times.

The native perennial pasture consists of a sagebrush steppe and mixed-grass prairie with forb and flora diversity. In this environment, cool season species, high in sugar and hardy in protein, dominate the ecology creating strong gains and healthy calves.

Most dryland hay in the region is insured for 0.8 ton/acre and new high yielding species such as Willow Creek winter wheat forage make this cropland primed for a livestock feed-base with pasture rotations.

FSA and NRCS rate the native pasture range at 0.3 AUM/acre, or 40 acres/head annually. Improved pastures such as former cropland and CRP with tame grasses significantly increase that carrying capacity which is estimated at closer to 25 to 30 acres/head annually. Quite often, 20 acres/head is an insurable benchmark for a 215-day grazing period.

SOILS

The majority of the farmland is silty loam, specifically Brushton-Lonna and the very common Haverson Lohmiller which is higher in clay.

See attached Soil Survey Map for more specific detail about soil qualities and characteristics. To learn more about soil qualities of this region or for this ranch specifically, contact the Yellowstone and Big Horn County Natural Resource Conservation Society specialist and determine what cropping practices and species would be best for you.

MINERAL RIGHTS

Any and all mineral rights associated with the ranch will be retained by the sellers. No mineral rights will transfer to buyer.

IMPROVEMENTS

Improvements on the Pryor Creek Ranch include the following:

- Four 10,000 bushel grain storage bins
- Eight 5,000 bushel grain storage bins
- 4,000 sq. ft. machine shed
- Perimeter fence
- Picked rock



UTILITIES

Electricity – Northwest Energy including powerline easement

Gas/Propane – Town and Country Supply

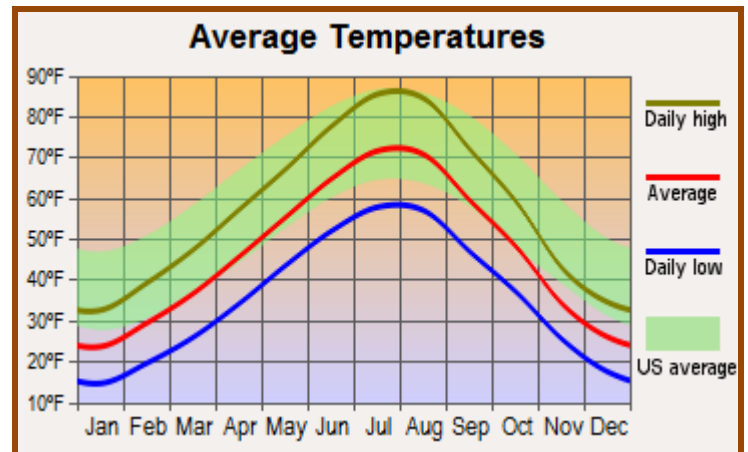
Communications – Rural and satellite phone, internet and television

REAL ESTATE TAXES

According to the Yellowstone County Assessor's records, the real estate taxes for the Pryor Creek Ranch are approximately \$11,138 annually.

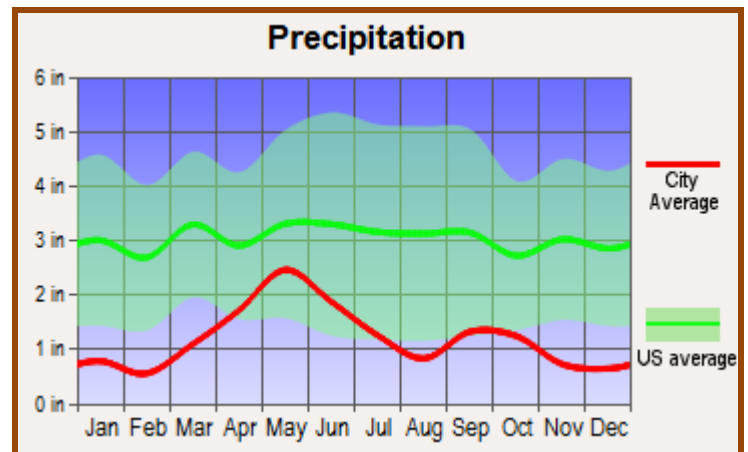
CLIMATE

According to the High Plains Regional Climate Center at the University of Nebraska, the average annual precipitation for the Billings, Montana area is approximately 13.61 inches including 54 inches of snow fall. The average high temperature in January is 36 degrees, while the low is 18 degrees. The average high temperature in July is 87 degrees, while the low is 59 degrees. The charts to the right are courtesy of www.city-data.com.



COMMUNITY AMENITIES

Billings is Montana's largest city and home to robust medical, financial, and energy industries as well as agriculture. Large fertilizer and farmer coops, grain mills, stockyards, feedlots, packing plants, and railroad markets benefit the nearby Yellowstone Valley and interstate system. Billings is Montana's retail, travel, and cultural hub having large-scale agricultural manufacturing and grower coops as well.



Two institutions of higher education, a thriving technical college, and dozens of highly rated private and public schools create a vibrant workforce for a strong local economy. Not to be outdone by Billings is nearby Hardin, Montana. Home to the Big Horn Battlefield and the rich history of the west, Hardin is the hub of the very fertile and agricultural Big Horn River Valley. National fertilizer and crop protection suppliers, large scale farmer coops, and healthy agricultural markets call Hardin home. With a population of 3,500, Hardin is your archetypal Montana town boasting a close and tight-knit community with summer fairs, rodeos, and some of the world's best fly fishing just south of town.

Pryor Creek Ranch can be accessed by either Hardin or Billings, both of which have airports and numerous hotels, restaurants, service stations, and traveler information and chambers of commerce.

STATE OF MONTANA

Montana was recently rated the 17th best state to start a business because Montana has the highest rate of new entrepreneurs in the nation, the highest rate of female entrepreneurs in the nation, and third best business survival score in the country.

Other factors that boost the Montana economic climate are the state's #5 rank for lowest cost of doing business, #1 in the nation for adults with a high-school education or higher, and #6 for business Tax climate.

Other rankings Montana has earned included being #3 in economic performance, #6 in road quality, AA+ Moody Credit Rating, #3 lowest cost of electricity, No Sales Tax, #6 in long term job growth, and #5 in cost of labor.



AIRPORT INFORMATION

Pryor Creek Ranch is only 40 minutes from the steps of Logan International Airport in Billings, Montana. With major carriers such as Delta, American, and United Airlines servicing Billings Logan International Airport daily, Billings is the business hub of Montana and the Northern Great Plains. You can find more information about flight schedules and carriers here <http://www.flybillings.com/>.

If you prefer flying in to rural Hardin, you can learn more about the Big Horn County Airport by visiting the following link: <http://www.airnav.com/airport/00U>.

RECREATION & WILDLIFE

Being located less than 30 miles from the Pryor Mountains and the Big Horn Canyon, the top pastures spanning the skyline have immaculate views of several mountain ranges, basins, valleys, buttes and endless prairies. This also presents opportunities for resident deer and black bear populations.

The slow-moving creek bottoms and spring drainages provide fantastic pheasant habitat while the rangeland is well known for upland game birds. Reservoirs next to annual grain fields draw several species of migratory birds.

Permits for each species can be obtained through the Crow Tribe Fish and Game.

OFFERING PRICE

\$3,845,000

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 \$100,000 (One Hundred 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

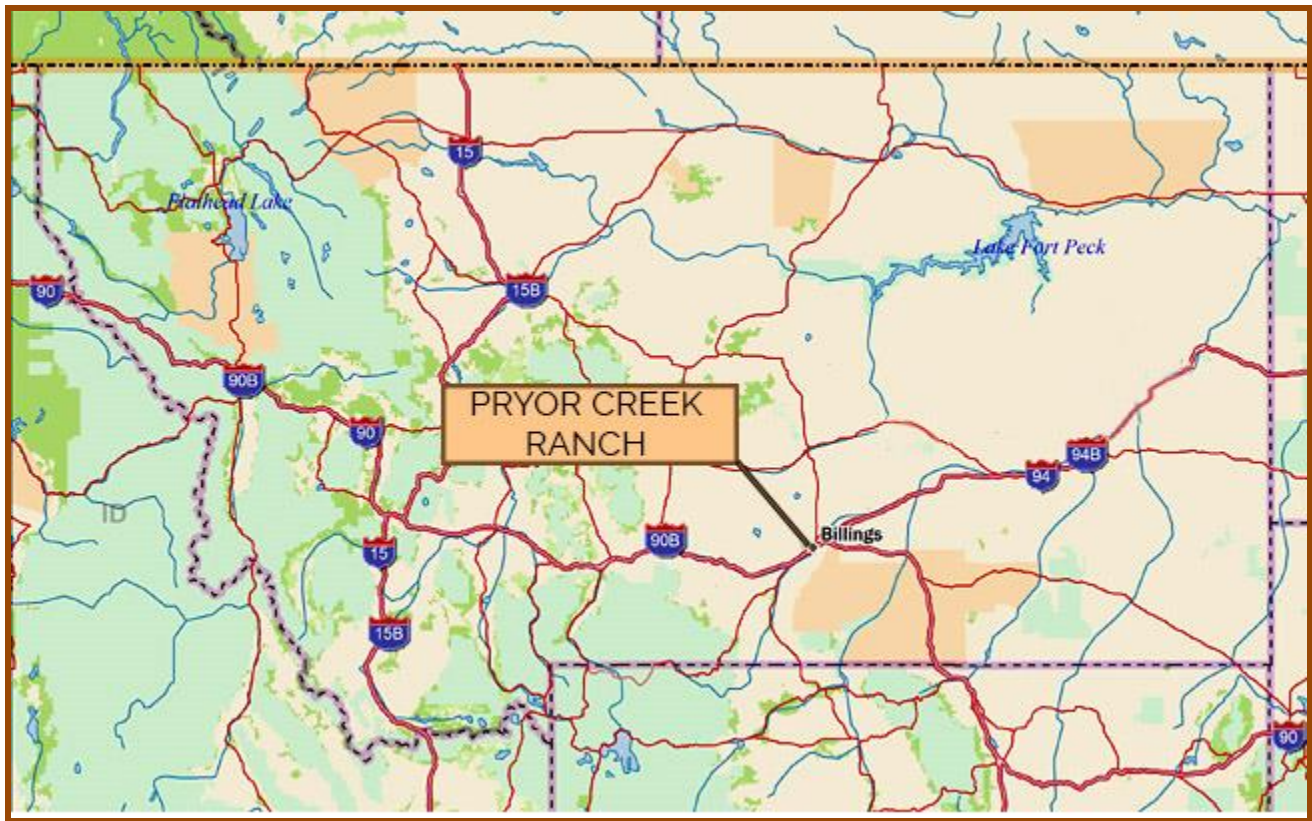
The seller is making known to all potential purchasers that there may be variations between the deeded property lines and the location of the existing fence boundary lines on the subject property. Seller makes no warranties with regard to location of the fence lines in relationship to the deeded property 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 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 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.**

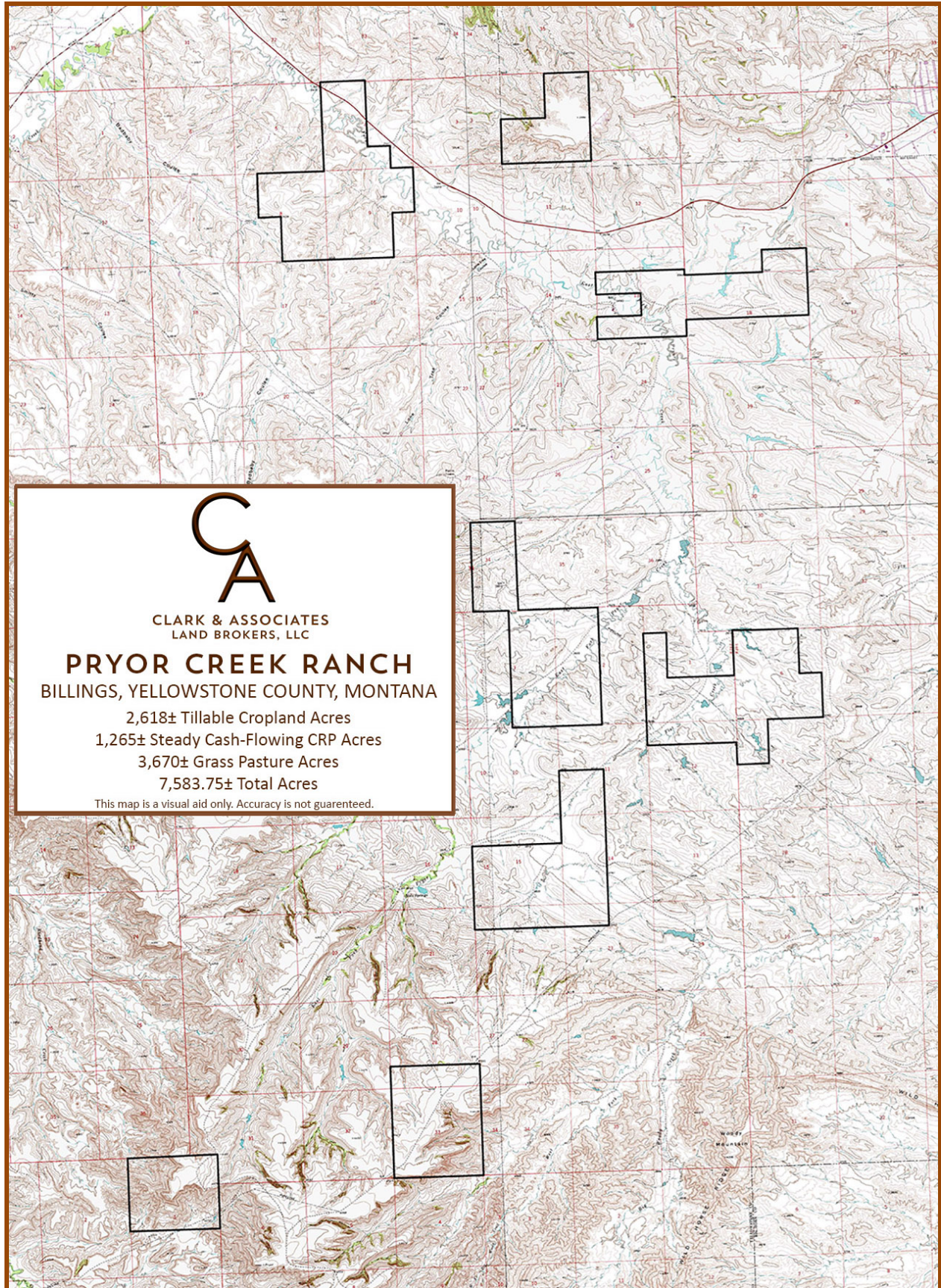
STATE LOCATION MAP



NOTES

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

PRYOR CREEK RANCH TOPO MAP



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



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Sales Associate

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Licensed in MT



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Broker / Owner

Mobile: (406) 697-3961

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Licensed in WY, MT, SD, &
ND

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Lusk, WY 82225

Hulett, WY Office

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Hulett, WY 82720

Billings & Miles City, MT Offices

6806 Alexander Road
Billings, MT 59105

Buffalo, WY Office

9 Twin Lakes Lane
Buffalo, WY 82834

Belle Fourche, SD Office

515 National Street • PO Box 307
Belle Fourche, SD 57717

Torrington, WY Office

2210 Main St
Torrington, WY 82240

Douglas, WY Office

PO Box 1395, Douglas, WY 82633
1878 N Glendo Hwy, Glendo, WY 82213

Greybull, WY Office

3625 Greybull River Road, PO Box 806
Greybull, WY 82426

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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

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 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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