



**CLARK & ASSOCIATES
LAND BROKERS, LLC**

Specializing in Farm, Ranch, Recreational & Auction Properties

Proudly Presents



HORSE CREEK RANCH
Broadus, Powder River County, Montana

The Horse Creek Ranch is an exceptional eastern Montana grass ranch with the irrigated feed base to create a well-rounded operation for any livestock operator.

LOCATION & ACCESS

The Horse Creek Ranch is located on the Little Powder River approximately 20 miles south of Broadus, Montana off of US Highway 59.

Distances from the ranch headquarters to cities in surrounding states are as follows:

Biddle, MT (pop. 41)	6 miles south
Broadus, MT (pop. 481)	20 miles north
Gillette, WY (pop. 30,560)	75 miles south
Miles City, MT (pop. 8,483)	95 miles northwest



SIZE & DESCRIPTION

10,311± acres deeded

9,000± acres BLM lease

1,280± acres State of Montana lease

20,591± TOTAL ACRES

The Horse Creek Ranch is a well-rounded cattle ranch in the heart of Montana ranch country. This ranch consists of 10,311± deeded acres, 9,000± BLM lease acres, and 1,280± State of Montana lease acres for a total of 20,591± contiguous acres. Horse Creek Ranch has an incredible hay base comprised of a combination of several dryland fields as well as irrigated fields that utilize water pumped out of the Little Powder River. Diverted surface runoff water from the three large drainages also flow through the ranch.

There are 13 flowing wells and three solar wells along with approximately 20 miles of underground pipeline that feed water to more than 35 stock tanks strategically located throughout the ranch making this an tremendously well-watered ranch. There are over 50 water sources in addition to live water from approximately six miles of Little Powder River that flows through the ranch as well as seasonal water from Pine Creek, Horse Creek and Rough Creek.

Carrying capacity is owner-rated at 700 cows. Improvements include two houses, two bunkhouses, and a 50'x100' shop along with several barns and outbuildings.

An abundance of wildlife can be found on the ranch including mule and whitetail deer, antelope, and upland game birds.



CARRYING CAPACITY / RANCH OPERATIONS

Horse Creek Ranch is owner rated at 700 pairs as well as bulls and enough saddle horses to carry out the day-to-day operations of the ranch. Utilizing wintertime protein supplements and hay as needed, the owners are typically able to graze the cattle through the winter months. Calving in late spring, the cattle take advantage of the natural protection of the ranch to eliminate the need for calving barns, significantly reducing the amount of required labor.

Hay production on the ranch uses a combination of more than 500 acres of dryland hay ground and over 500 acres of irrigated fields. The irrigated acres utilize water pumped from the Little Powder River using PTO driven Crisafulli pumps as well as surface runoff water from the Rough Creek, Horse Creek and Pine Creek drainages that is diverted across fields along the river bottoms. Being able to produce and store hay at or near the winter pastures greatly increases the overall efficiency of the ranch by reducing the distance the hay is transported and fed.

NOTE: "Carrying capacity can vary due to weather conditions and management practices. Interested parties should conduct their own analysis."



LEASE INFORMATION

STATE OF MONTANA LEASES:

There are 1,280± acres of State of Montana lease associated with the Horse Creek Ranch. State of Montana leases are renewable every five years with an annual payment due each year. The annual payments are assessed per AUM of each lease with the cost per AUM varying year to year as determined by the Office of Lands and Investments for the State of Montana.

BLM LEASES:

There are several Bureau of Land Management (BLM) allotments consisting of 9,000± total acres associated with the Horse Creek Ranch. BLM leases are renewable every ten (10) years with the annual AUM rate determined by the Bureau of Land Management.



MINERAL RIGHTS

All mineral rights pertaining to this property owned by the sellers, if any, will transfer with sale of property.

RECREATION & WILDLIFE

An abundance of wildlife can be found on the ranch including mule and whitetail deer, antelope, turkey, pheasant, and grouse.

IMPROVEMENTS

MAIN HOUSE:

- 2,150 sq. ft. ranch house built in 1919
- Remodeled three bedroom, one bath
- Mud room and covered porch.
- Wood floors
- Dining room with gas fireplace

MANAGER'S HOUSE:

- 1,500 sq. ft. ranch house built in 1915
- Remodeled three bedroom, two bath

BUNKHOUSE:

- 600 sq. ft.
- Remodeled one bedroom, one bath
- Living room

HUNTING CABIN:

- 600 sq. ft.
- Two bedroom, two bathroom
- Remodeled living room and kitchen

LIVESTOCK IMPROVEMENTS:

- 50'x100' shop along with several outbuildings
- Larger hip roof horse barn with hay loft
- Open face calving shed with maternity pens



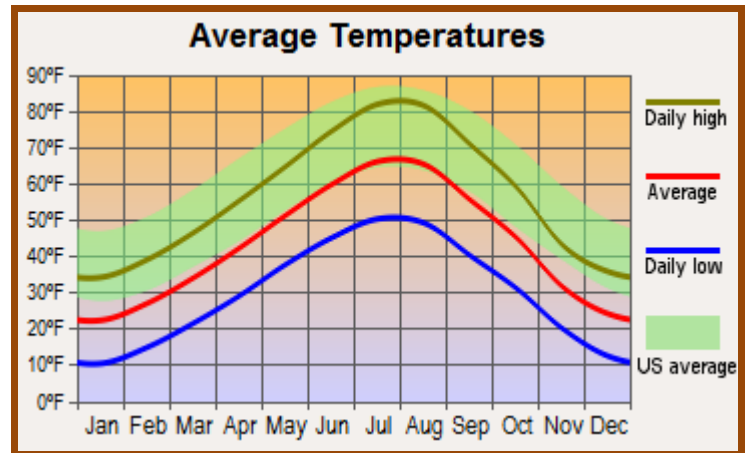






CLIMATE

According to the High Plains Regional Climate Center at the University of Nebraska, the average annual precipitation for the Broadus, Montana area is approximately 13.95 inches including 42.2 inches of snow fall. The average high temperature in January is 36 degrees, while the low is 11 degrees. The average high temperature in July is 89 degrees, while the low is 58 degrees. The charts to the right are courtesy of www.city-data.com.



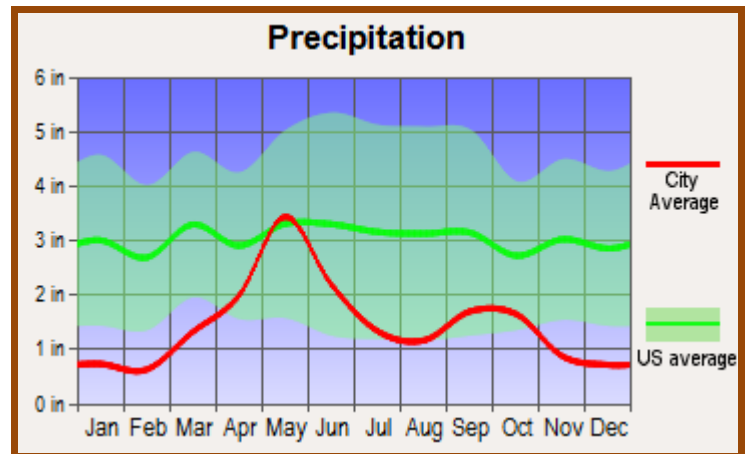
COMMUNITY AMENITIES

BROADUS, MONTANA:

Information found at

<https://www.visitmt.com/listings/general/chamber-of-commerce/powder-river-chamber-of-commerce-agriculture.html>:

The town draws its name from the Broadus family, settlers in the late 1800s that originally homesteaded where the town is now situated. The Trautman family gifted the 80 acres for the township site when Broadus became the seat of the newly formed Powder River County in 1919. As a condition of the gift, a stipulation was included that the Broadus streets must be designed wide enough to turn a four horse team and wagon. Today, the business situated on those wide streets offer lodging, dining, Montana handcrafted gifts, antiques, clothing, western wear and tack, groceries, hardware and more. Services include ATM, veterinary clinic, airport, and emergency medical care. Visit the Powder River Historical Museum & Mac's Museum, Powder River Wildlife Museum, Rolling Hills Golf Course, Cottonwood Park and attend many exciting community events.



MILES CITY, MONTANA:

Information found at <https://milescitychamber.com/community-profile/>:

Founded in 1876, Miles City is rich in history. Almost all of our major attractions have a tie back to the history of the city. The Range Riders Museum is one of the most recognized "Old West" Museums around. The WaterWorks Art Museum houses works of the premiere artists in the country, in the original water works facility of Miles City. The Center's sandstone and cement construction tells the real story of the past. The Miles City Academy, formerly the Ursuline Convent, as well as our historic Main Street and Residential Districts, act as a draw to the visitors of Miles City. Outdoor activities in Miles City are abundant. Fishing, hunting, bird watching, rock collecting, golf, or just taking a walk along the river can all be done within minutes of Miles City. Enjoy our beautiful parks, Recreation areas, and scenic vistas. We also throw some great events here. The World Famous Miles City Bucking Horse Sale makes Miles City the rodeo capital of the world each third full weekend in May. Throw in the Rodeos, Outdoor Concerts, Brew Festival, Bluegrass Festival, the Christmas Stroll, and other non-stop cultural events, and you will see that there is always something to do in Miles City.

OFFERING PRICE

\$8,500,000

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 \$255,000 (Two Hundred Fifty-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 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.

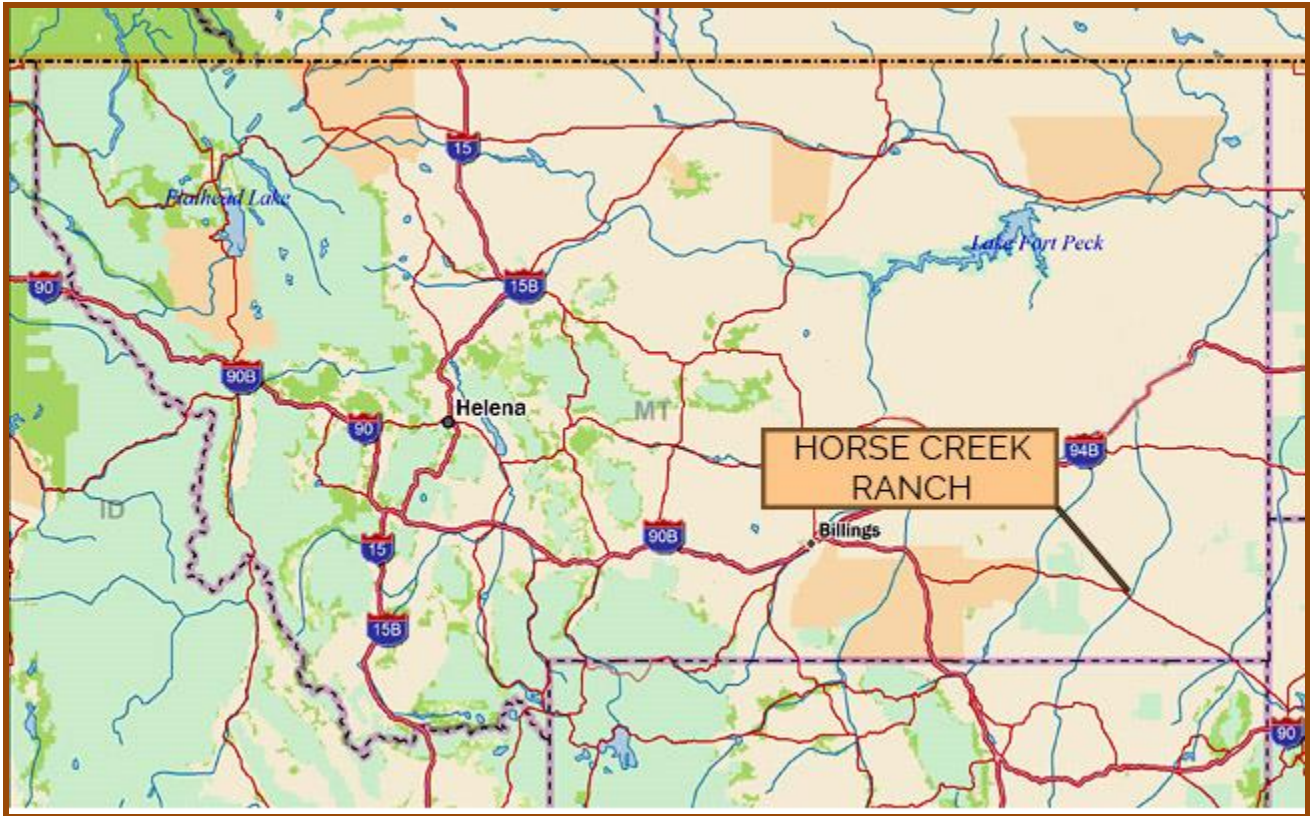
Boundaries shown on accompanying maps are approximate based on the legal description and may not indicate a survey. Maps are not to scale and are for visual aid only. Their accuracy is not guaranteed.



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: 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.**

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.

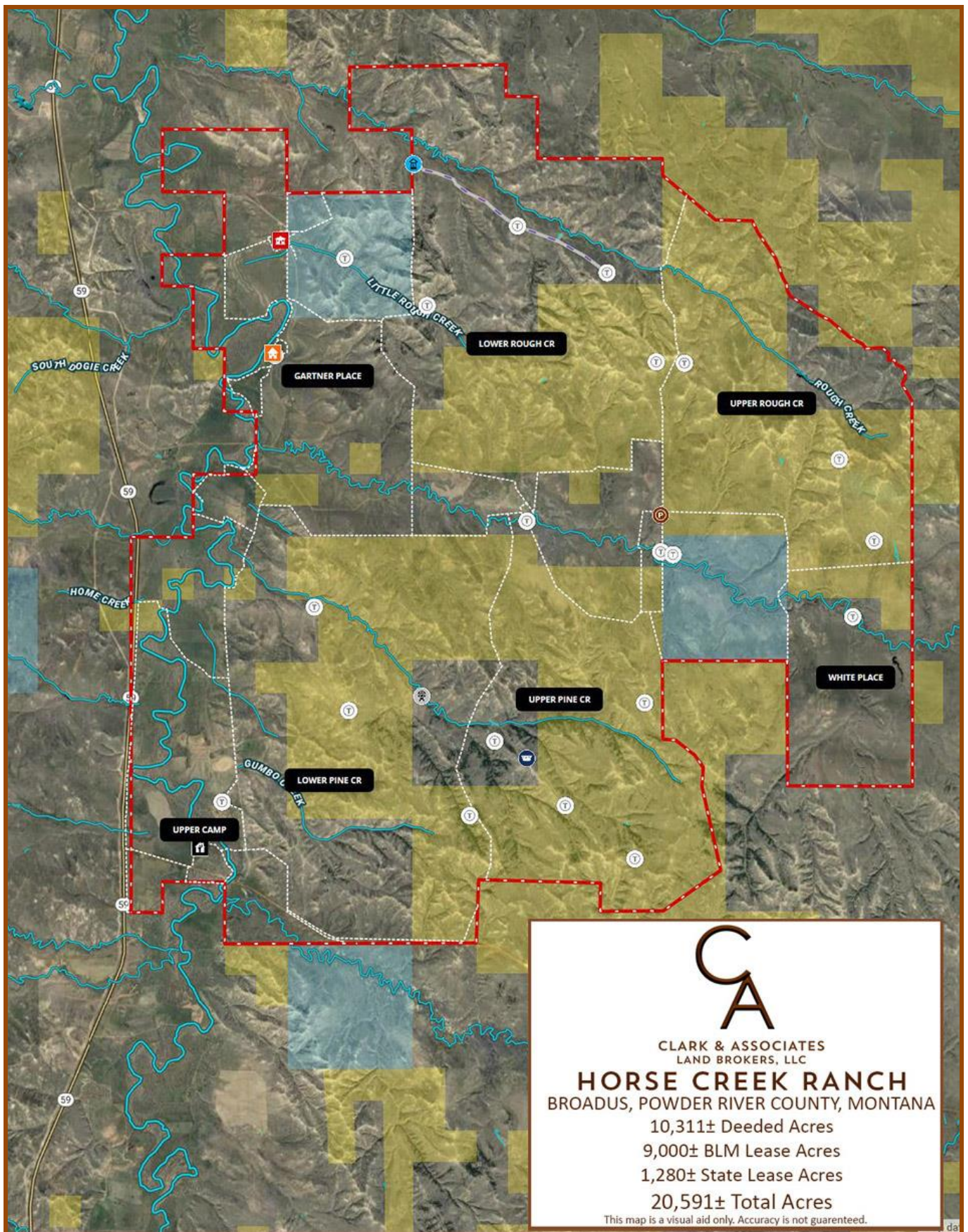
CA
CLARK & ASSOCIATES
LAND BROKERS, LLC

HORSE CREEK RANCH
BROADUS, POWDER RIVER COUNTY, MONTANA

10,311± Deeded Acres
9,000± BLM Lease Acres
1,280± State Lease Acres
20,591± Total Acres

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

HORSE CREEK RANCH ORTHO MAP



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



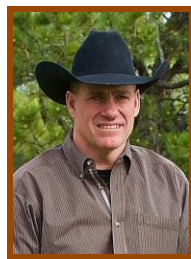
Cory Clark

Broker / Owner

Office: (307) 334-2025

clark@clarklandbrokers.com

Licensed in WY, MT, SD, ND, NE & CO



Mark McNamee

Broker/Owner

Mobile: (307) 760-9510

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Licensed in WY, MT, SD, & NE



Denver Gilbert

Broker / Owner

Mobile: (406) 697-3961

denver@clarklandbrokers.com

Licensed in WY, MT, SD, & ND

Clark & Associates Land Brokers, LLC

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Kaycee, WY 82639

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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Licensed in WY, MT, SD & ND

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9 Twin Lakes Lane
Buffalo, WY 82834

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Licensed in WY & CO

Belle Fourche, SD Office

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Logan Schliinz - Associate Broker

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Licensed in CO, NE & WY

Douglas, WY Office

PO Box 1395, Douglas, WY 82633
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Scott Leach - Associate Broker

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Licensed in WY, SD & NE

Greybull, WY Office

3625 Greybull River Road, PO Box 806
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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

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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