



**CLARK & ASSOCIATES
LAND BROKERS, LLC**

Specializing in Farm, Ranch, Recreational & Auction Properties

Proudly Presents



LONG BRANCH FARM
Jordan, Garfield County, Montana

A premier grain farm featuring 7,101.17± productive acres.

LOCATION & ACCESS

The Long Branch Farm is located just eight miles south of Jordan, Montana west of Highway 59/MT-22. The improvements are easily accessed via Krikorian Road about 2.75 miles west of the highway.

Several towns and cities in proximity to the property include:

Jordan, Montana (population 389)	3 miles north
Miles City, Montana (population 8,393)	76 miles southeast
Lewiston, Montana (population 5,818)	137 miles west
Billings MT (population 109,843)	179 miles southwest



SIZE AND DESCRIPTION

6,469.17± deeded acres

632± BLM acres

7,101.17 total acres

The Long Branch Farm has been known as one of the “very best” since the early 1970’s and consists of approximately 4,912± acres of dryland/cultivated ground and 2,189.27± acres of native grassland. The BLM Branch Creek Allotment has 168 AUMS with a late spring or early summer turn out depending on yearly conditions.

Historically, the Long Branch Farm has raised primarily spring and winter wheat, with summer fallow on much of the farm. The Long Branch Farm typically matches the county average for production with winter wheat at 35 bushel/acre and spring wheat at 29.2 bushel/acre.

A neighbor grazes the native grass and farm fields after the harvesting is complete each fall. Cattle typically stay on the property until November/December, or as weather allows.

The Long Branch Farm is currently under a tenant-lease.



LEASE INFORMATION

There is a Bureau of Land Management (BLM) allotment associated with the Long Branch Farm which consists of 632± total acres. The BLM lease ground is allotted a total of 168 AUMs per year which equates to an annual cost of \$226.80 based on the current rate of \$1.35 per AUM. BLM leases are renewable every ten (10) years with the annual AUM rate varies from year to year and is determined by the Bureau of Land Management. You may call the Miles BLM office at (406)233-2800 for further information.

Any and all leases associated with the subject property, upon approval of the appropriate agency, will transfer to Buyer. Seller agrees to relinquish all rights to any and all leases at day of closing.

REAL ESTATE TAXES

According to the respective county treasurer's office, the approximate annual real estate taxes on the Long Branch Farm are \$24,730.

MINERAL RIGHTS

Any and all mineral rights owned by the Seller, if any, will be included in the sale of the ranch.



UTILITIES

Electricity– McCone Electric
Gas/Propane – local suppliers
Communications – Mid Rivers Coop
Water – domestic well
Sewer – private septic system

IMPROVEMENTS

There are two sets of modest improvements on the farm, including the following:

- 3,600 sq. ft., five-bedroom, 3-bathroom home
- 30'x70' metal-sided shop
- Garage with two overhead doors
- Multiple grain storage bins
- 1,252 sq. ft., 2-bedroom, 1 bathroom home with 1,108 sq. ft. basement
- 40'X96' Pole Barn
- 24'X30' storage building
- 12'X20' storage building
- 40'X74' Quonset building



WATER RIGHTS

Domestic Water Rights

Right Number	Priority Date	Volume (AF)	Acres	Source	Means of Diversion
40D 38897 00	1957	2		GROUNDWATER	WELL
40D 38898 00	1957	2		GROUNDWATER	WELL
40D 14204 00	1949	7	3	GROUNDWATER	WELL

Irrigation Water Rights

Right Number	Priority Date	Volume (AF)	Acres	Source	Means of Diversion
40D 11800 00	1977	10	5	LONG BRANCH CREEK UNNAMED TRIBUTARY OF LONG	DAM
40D 38892 00	1957	126	63	BRANCH CREEK	DAM
40D 38893 00	1957	12	6	LONG BRANCH CREEK UNNAMED TRIBUTARY OF LONG	DAM
40D 38894 00	1957	214	107	BRANCH CREEK UNNAMED TRIBUTARY OF LONG	DAM
40D 38895 00	1951	84	42	BRANCH CREEK UNNAMED TRIBUTARY OF LONG	DIKE
40D 38896 00	1957	24	12	BRANCH CREEK UNNAMED TRIBUTARY OF SECOND	DIKE
40D 4779 00	1975	83	21	CREEK	DAM

Surface Water Rights

Right Number	Priority Date	Volume (AF)	Acres	Source	Means of Diversion
40D 38884 00	1957			UNNAMED TRIBUTARY OF LONG BRANCH CREEK	DAM
40D 38885 00	1957			UNNAMED TRIBUTARY OF LONG BRANCH CREEK	DAM
40D 38886 00	1957			UNNAMED TRIBUTARY OF SAND CREEK	DAM
40D 38887 00	1957			UNNAMED TRIBUTARY OF LONG BRANCH CREEK	DAM
40D 38888 00	1957			LONG BRANCH CREEK UNNAMED TRIBUTARY OF LONG	DAM
40D 38889 00	1957			BRANCH CREEK UNNAMED TRIBUTARY OF LONG	DAM
40D 38890 00	1957			BRANCH CREEK UNNAMED TRIBUTARY OF LONG	DAM
40D 38891 00	1957			BRANCH CREEK	DAM
40D 38882 00	1957			GROUNDWATER	WELL
40D 38883 00	1957			GROUNDWATER	WELL

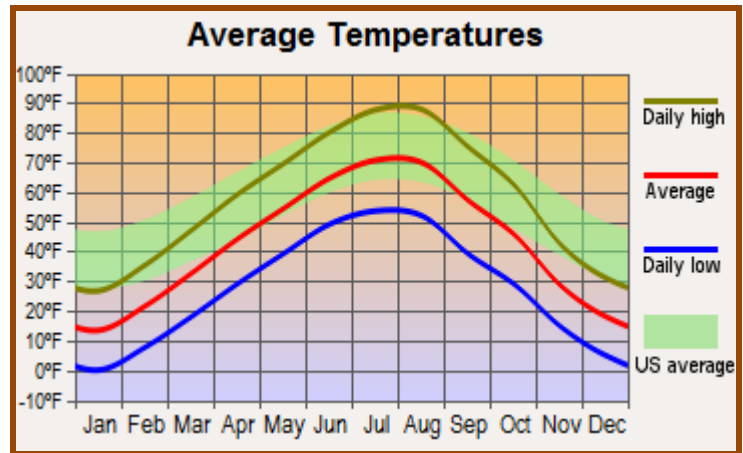
40D 111455					
00	2000	0.93		GROUNDWATER	WELL
40D 14200 00	1918			GROUNDWATER	WELL
				UNNAMED TRIBUTARY OF SECOND	
40D 4779 00	1975	83	21	CREEK	DAM
				UNNAMED TRIBUTARY OF SECOND	
40D 4779 00	1975	83	21	CREEK	DAM

The Montana DNRC Water Rights Query can be found at <http://wrqs.dnrc.mt.gov/default.aspx>. Please consult with a licensed Montana water attorney for further clarification of these rights and claims.



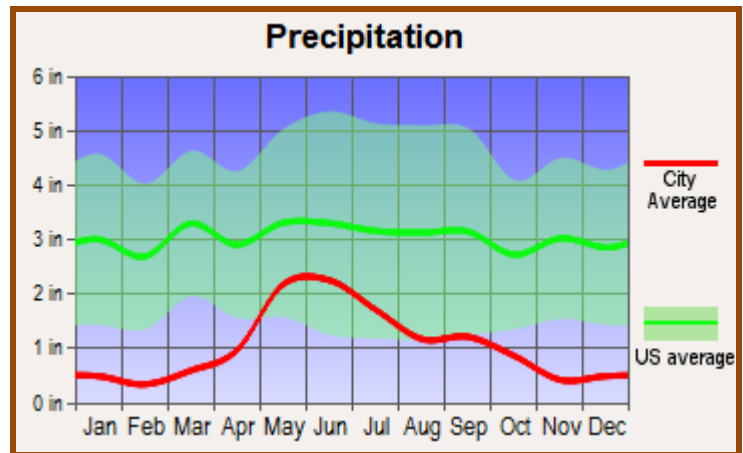
CLIMATE

According to the High Plains Regional Climate Center at the University of Nebraska, the average annual precipitation for the Jordan, Montana area is approximately 13.4 inches including 46.8 inches of snow fall. The average high temperature in January is 30 degrees, while the low is 4 degrees. The average high temperature in July is 87 degrees, while the low is 55 degrees. The charts to the right are courtesy of www.city-data.com.



AIRPORT INFORMATION

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>.



COMMUNITY AMENITIES

JORDAN, MONTANA:

Information found at: <https://www.visitmt.com/listings/general/chamber-of-commerce/jordan-garfield-county-chamber-of-commerce.html>

Located near the Charles M. Russell Wildlife Refuge, Jordan offers plenty of outdoor recreation and watchable wildlife. The Hell Creek Recreation Area provides access to Fort Peck Lake and excellent water sports opportunities. Visitors can glimpse area history and fossil exhibits at the Garfield County Museum.

MILES CITY, MONTANA:

Information found at <https://mileschamber.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.

BILLINGS, MONTANA:

Bound on the north and east by the 400-foot sandstone cliffs known as the Rimrocks, Billings boasts a climate that is mild year-round. The population is estimated at just over 100,000, which makes the city large enough to offer plentiful entertainment, cultural, and employment options and small enough to maintain the safe, friendly, small-town feel that is its trademark. There is plenty to keep you busy in Montana's largest city. Billings is home to performing arts theaters such as NOVA and the Alberta Bair, several Carmike movie theaters, great shopping at Rimrock Mall, and restaurants to compliment any appetite. For the outdoor-oriented, there are several golf courses, biking and running trails along the Rimrock cliffs that surround the city, and river access that is great for fishing, floating, kayaking, and rafting.



RECREATION & WILDLIFE

In close proximity to the Long Branch there are many of the most desirable and unique recreational areas in Montana. Both the Upper Missouri River Breaks National Monument and the Charles M. Russell National Wildlife Refuge provide abundant plants and wildlife, unique geological features and historical and cultural facets. The 149-mile stretch of the Upper Missouri National Wild and Scenic River create nearly unlimited recreational opportunities, offering a wealth of boating and fishing opportunities. The Charles M. Russel Game Reserve provides some of the best hunting in the state for whitetail deer, mule deer, mountain sheep and elk.

The Long Branch Farm is located in an area appealing to wing-shooting enthusiasts. The crop land and native grasses provide a good food source for wildlife and the small stretches of open water provide an attractive “rest-stop” for waterfowl during their migration. Ring-necked pheasants also do well on the Long Branch Farm. White tail deer, mule deer and abundant antelope frequent the farm, and in addition, there is direct access to the adjacent 7,000 acres in “Block Management” which creates nearly 13,000 acres of back-yard hunting.



OFFERING PRICE

\$4,600,000

Acceptable terms for purchasing this property include, but are not limited to cash at closing, new loan, or 1031 tax exchange. No portion of the purchase transaction will be financed by the seller. 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 \$230,000.00 (Two Hundred Thirty 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 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: Montana 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.**

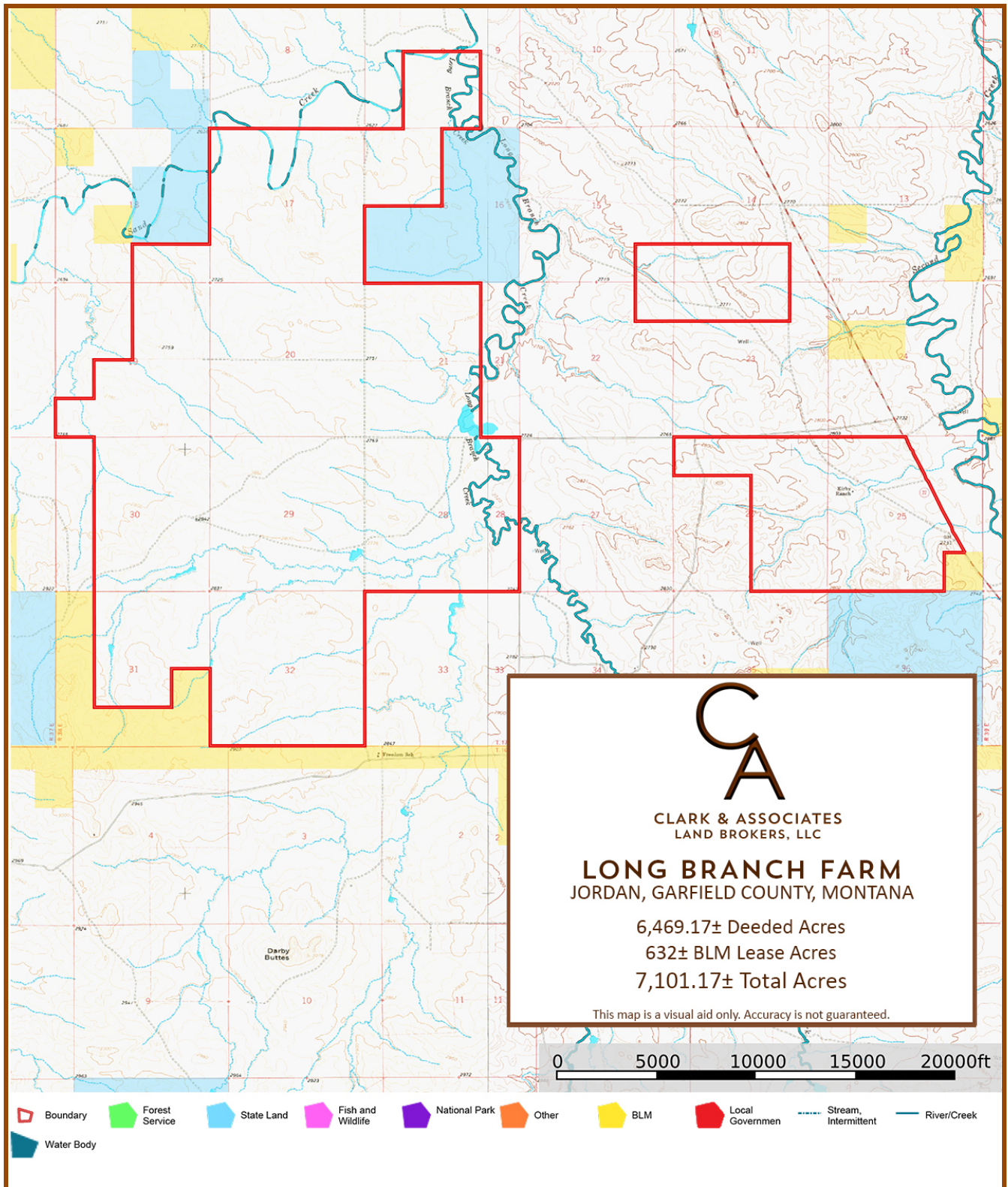
STATE LOCATION MAP



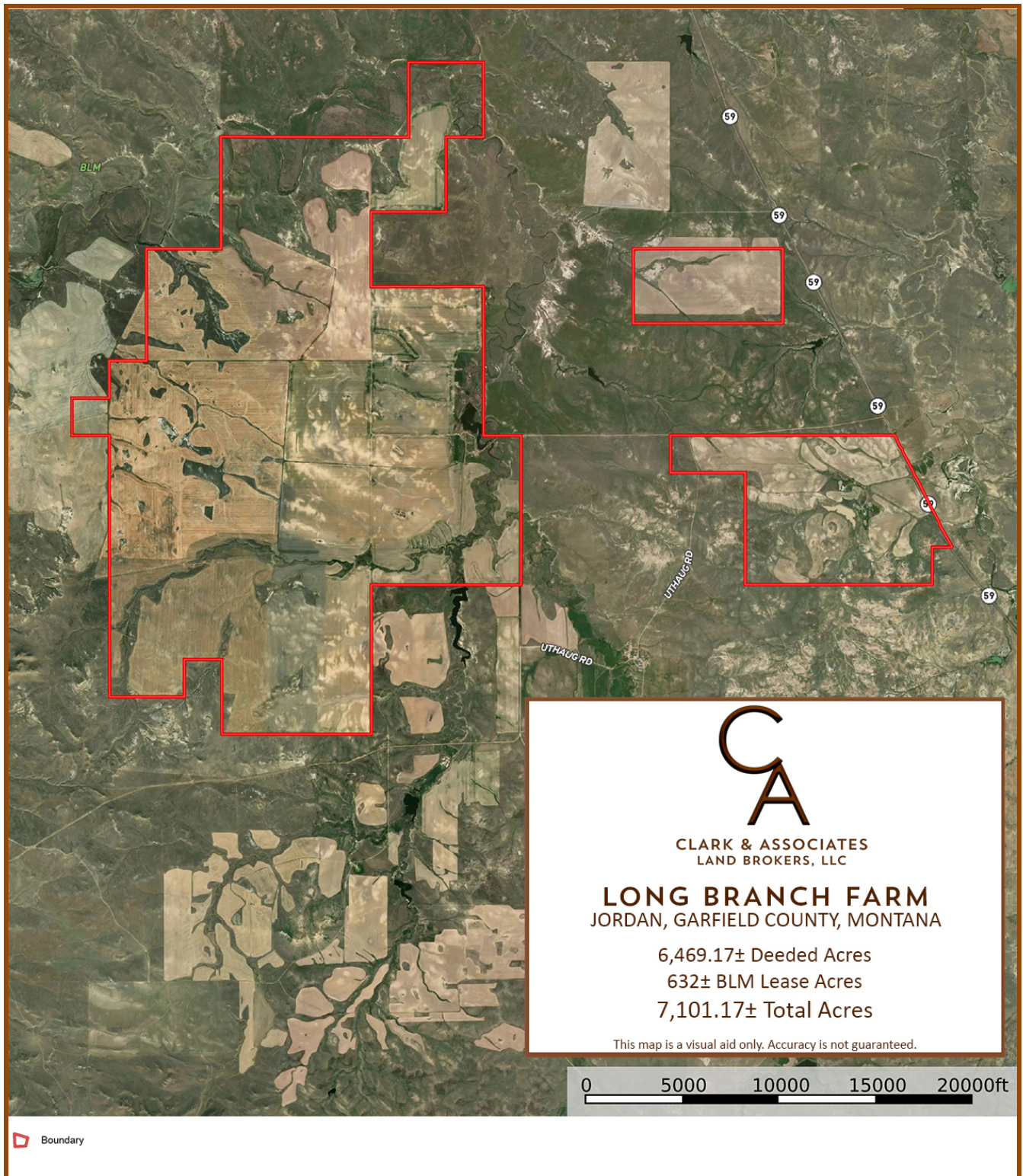
NOTES

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

LONG BRANCH FARM TOPO MAP



LONG BRANCH FARM ORTHO MAP



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



Cory Clark
Broker / Owner

Office: (307) 334-2025
Mobile: (307) 351-9556
Fax: (307) 334-0901

clark@clarklandbrokers.com

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



Denver Gilbert
Broker / Owner

Mobile: (406) 697-3961
Fax: (406) 252-0044

denver@clarklandbrokers.com

Licensed in WY, MT, SD, &
ND

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

Lusk, WY Office

736 South Main Street • PO Box 47
Lusk, WY 82225

Cory G. Clark - Broker / Owner

(307) 351-9556 ~ clark@clarklandbrokers.com
Licensed in WY, MT, SD, ND, NE & CO

Buffalo, WY Office

879 Trabling Road
Buffalo, WY 82834

Mark McNamee - Associate Broker/Auctioneer/Owner

(307) 760-9510 ~ mcnamee@clarklandbrokers.com
Licensed in WY, MT, SD & NE

Billings/Miles City, MT Offices

6806 Alexander Road
Billings, MT 59105

Denver Gilbert - Associate Broker / Owner

(406) 697-3961 ~ denver@clarklandbrokers.com
Licensed in WY, MT, SD & ND

Belle Fourche, SD Office

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

Ronald L. Ensz - Associate Broker

(605) 210-0337 ~ ensz@rushmore.com
Licensed in SD, WY & MT

Torrington, WY Office

2210 Main St
Torrington, WY 82240

Logan Schliinz - Associate Broker

(307) 575-5236 ~ logan@clarklandbrokers.com
Licensed in CO, NE, SD & WY

Douglas, WY Office

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

Scott Leach - Associate Broker

(307) 331-9095 ~ scott@clarklandbrokers.com
Licensed in WY, CO, SD, NE & MT

Wheatland, WY Office

4398 Palmer Canyon Road
Wheatland, WY 82201

Jon Keil – Associate Broker

(307) 331-2833 ~ jon@keil.land
Licensed in WY & CO

Greybull, WY Office

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

Ken Weekes – Sales Associate

(307) 272-1098 ~ kenweekes@gmail.com
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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