

Clark & Associates Land Brokers, LLC

Specializing in Farm, Ranch, Recreational & Auction Properties

Proudly Presents

CHARTER RANCH

Billings, Yellowstone County, Montana



Approximately 7,468 acres of rolling hills with ample grass.

LOCATION AND ACCESS

The Charter Ranch is located approximately seven miles north of Billings, Montana along US Highway 87. There is excellent, year-round access provided by 11 miles of paved and well-maintained, graveled, county roads. US Highway 87 borders the ranch for approximately five miles, and three county roads run through the ranch for approximately six miles.

Towns and cities in close proximity to and easily accessible from the ranch are:

Billings, Montana (pop. 105,845)	7 miles south
Sheridan, Wyoming (pop. 17,461)	138 miles southeast
Miles City, Montana (pop. 8,123)	150 miles east
Bozeman, Montana (pop. 39,282)	155 miles west
Great Falls, Montana (pop. 59,366)	219 miles northwest
Helena, Montana (pop. 29,939)	231 miles west



SIZE & DESCRIPTION

7,148.53± deeded acres
320.00± BLM lease acres
7,468.53± Total Acres

The topography of the Charter Ranch is comprised of gently rolling hills with views of the Bull Mountains to the north and the Pryor Mountains to the south. Several drainages bisect the ranch from west to east, the largest being Crooked Creek at the north end of the ranch. The elevation of the ranch is approximately 3,300 feet above sea level.



OPERATION AND CARRYING CAPACITY

The owners are currently grazing 350 head of yearlings during the summer months. Careful management of the ranch assures that there is ample grass left each year and that no overgrazing occurs. Water is supplied by numerous dams along with a deep well drilled to the Eagle formation providing water to over four miles of pipelines and five tank locations.

LEASE INFORMATION

There are a total of 320 acres of Bureau of Land Management land, allotment # 05309, that run in common with the deeded acres. The BLM leases are ten (10) year leases and the yearly cost of the lease is \$454.74. The Bureau of Land Management office is located in Billings, Montana.

SOILS

Soils on the Charter Ranch consist primarily of fine sandy loams. The specific soils found on the ranch are as follows: This information is provided by the Natural Resources Conservation Service of the United States Department of Agriculture from their website at <http://websoilsurvey.nrcs.usda.gov>.

Hardy native grasses such as western wheatgrass, buffalo grass, big blue stem, crested wheatgrass and some green needle grass are found on the Charter Ranch.

IMPROVEMENTS

The improvements at the Charter Ranch include a good set of steel shipping corrals which are located along the highway for easy access. These corrals consist of several sorting pens along with a load-out chute for trucks.



UTILITIES

Water is provided by a private well and electricity is provided by Southeast Electric

WILDLIFE

The topography of the Charter Ranch provides excellent habitat for the abundance of wildlife such as trophy mule and whitetail deer, a resident elk herd, and antelope along with many upland game birds like pheasant, wild turkeys, and sharp-tail grouse. Other wildlife species which can be found on the ranch are black bears, mountain lions, bobcats, and coyotes. The established stock dam reservoirs could easily be stocked with fish.

MINERAL RIGHTS

Any and all mineral rights associated with the Charter Ranch which are owned by the Seller, if any, will be retained by the Seller.



WATER

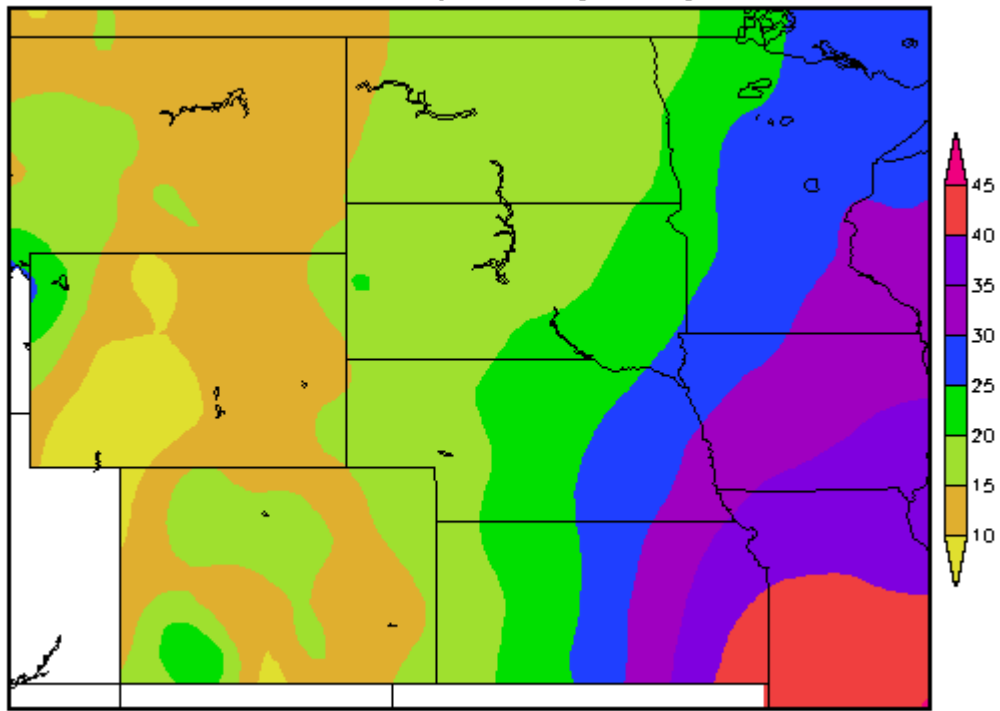
Water is supplied by numerous dams along with a deep well drilled to the Eagle formation providing water to over four miles of pipelines and five tank locations.

CLIMATE

The following historical climate data summary is provided by the High Plains Regional Climate Center at the University of Nebraska:

	BILLINGS, MONTANA												
	Period of Record Monthly Climate Summary												
	Period of Record: 7/ 1/1948 to 12/31/2009												
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
Average Max. Temperature (F)	32.8	39.0	46.0	56.8	67.1	76.8	86.6	85.1	72.8	60.1	45.2	35.7	58.7
Average Min. Temperature (F)	14.3	19.5	25.0	34.0	43.4	51.7	58.4	56.8	47.0	37.3	26.2	18.0	36.0
Average Total Precipitation (in.)	0.73	0.59	1.06	1.77	2.27	2.04	1.10	0.85	1.30	1.18	0.70	0.65	14.24
Average Total Snow Fall (in.)	10.3	7.4	10.4	8.7	1.7	0.0	0.0	0.0	1.1	4.2	6.5	8.8	59.1
Average Snow Depth (in.)	2	2	1	0	0	0	0	0	0	0	1	2	1

Annual Precipitation (inches)



High Plains Climate Center



COMMUNITY AMENITIES

Billings, the county seat of Yellowstone County and Montana's largest city, is minutes from the Charter Ranch. Billings is the hub of progressive, regional commerce providing healthcare, transportation, diverse educational opportunities, cuisine, arts, and culture, and serves an area in excess of 125,000 square miles. For more information about Billings, visit www.billingschamber.com.

AIRPORT INFORMATION

Commercial airline service is available at Billings, Montana along with charter and local service. The following is information on the airport:

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.



OFFERING PRICE

The offering price for the Charter Ranch is \$7,148,530.

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). Should a Buyer also desire to use an exchange in order to acquire the ranch, the Seller will cooperate as long as they do not risk incurring any additional liability or expense.

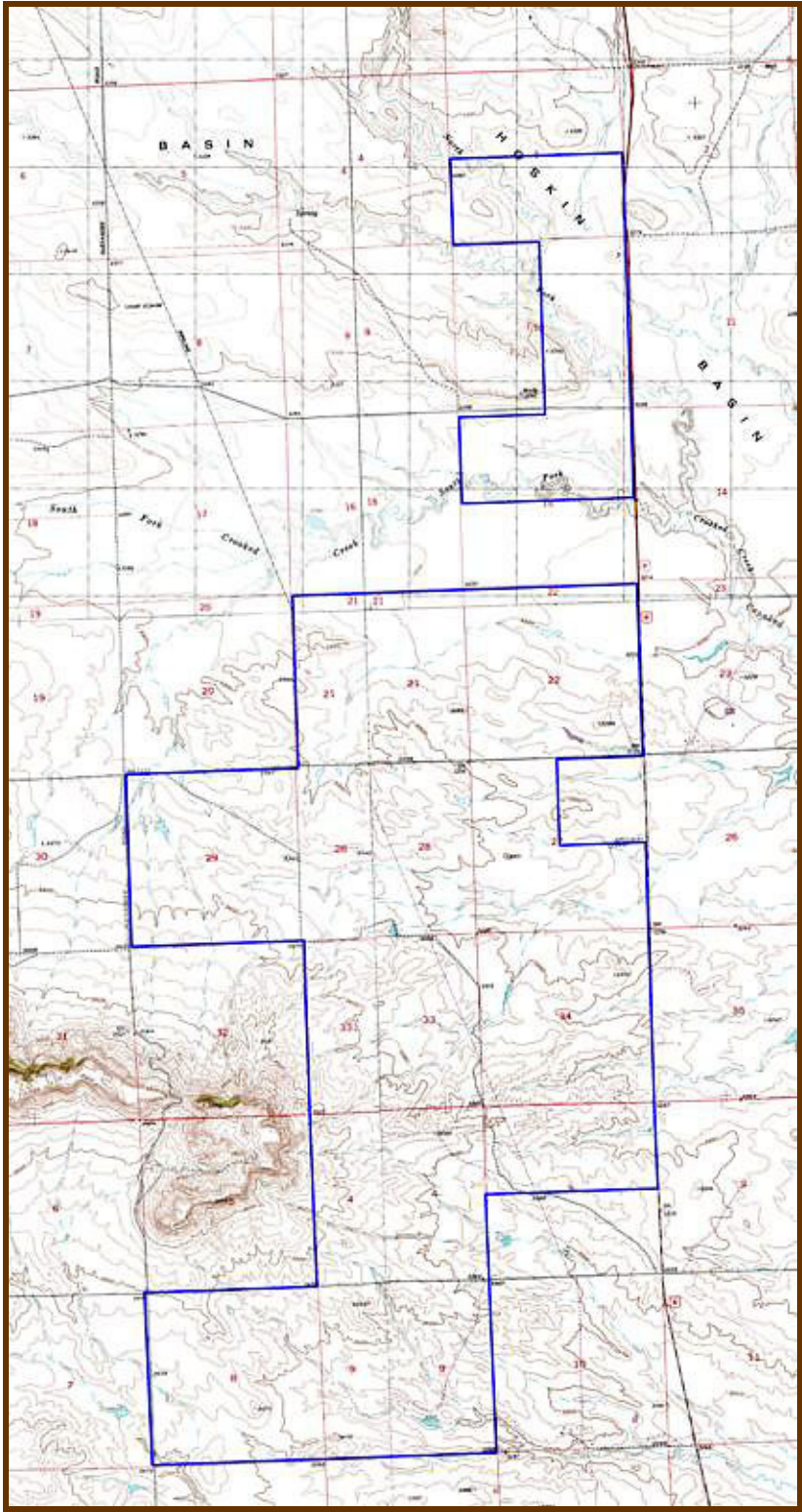
CONDITIONS OF SALE

- I. All offers shall be:
 - A. In writing;
 - B. Accompanied by an earnest money deposit check in the minimum amount of \$150,000 (One Hundred Fifty 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 listing broker'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.

MONTANA LOCATION MAP



CHARTER RANCH MAP



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



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Licensed in WY

NOTES

**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.

- | | |
|--|---|
| <input type="checkbox"/> Seller Agent | <input type="checkbox"/> Buyer Agent |
| <input type="checkbox"/> 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. | <input type="checkbox"/> By checking this box, the undersigned consents to the Broker or Salesperson representing multiple buyers interested in similar properties at the same time. |
| <input type="checkbox"/> Statutory Broker | <input type="checkbox"/> 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.