

Clark & Associates Land Brokers, LLC

Specializing in Farm, Ranch, Recreational & Auction Properties

Proudly Presents

RED HILL RANCH

Lewistown, Fergus County, Montana



LOCATION AND ACCESS

The Red Hill Ranch is located approximately 17 miles southeast of Lewistown, Montana, in the foothills of the Snowy Mountains. The ranch is easily accessed by traveling south on State Highway 238 for 10 miles; then turning right onto Red Hill Road, a county-maintained gravel road, and traveling seven miles to the property.

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

Lewistown, Montana (pop. 5,813)	17 miles northwest
Great Falls, Montana (pop. 59,366)	123 miles west
Billings, Montana (pop. 105,845)	143 miles south
Bozeman, Montana (pop. 39,282)	182 miles southwest
Helena, Montana (pop. 29,939)	203 miles west

SIZE & DESCRIPTION

1,278.45± deeded acres

Situated in the foothills of the Snowy Mountains, the Red Hill Ranch has a combination of quiet, concealed creek bottoms, beautiful open mountain meadows, and high tree-covered ridges. Panoramic views of the surrounding mountains and vast valleys are common on the ranch and possible home sites are numerous.



LAND USE

Currently, the owners use the ranch for big game hunting including black bear, mountain lion, elk, and deer. Neighbors lease the ranch for grazing cattle and hay production.

WATER

The East Fork of Big Spring Creek flows through the property providing year-round live water for wildlife and livestock. Another feature of the ranch is the large, hidden reservoir located in the center of the ranch. The reservoir is spring-fed and covers approximately five acres.



IMPROVEMENTS

The property is perimeter fenced with no improvements.

TAXES

The annual real estate taxes are approximately \$1,950.

MINERAL RIGHTS

All mineral rights owned by the seller will transfer with the sale of the property.

CLIMATE

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

LEWISTOWN, MONTANA

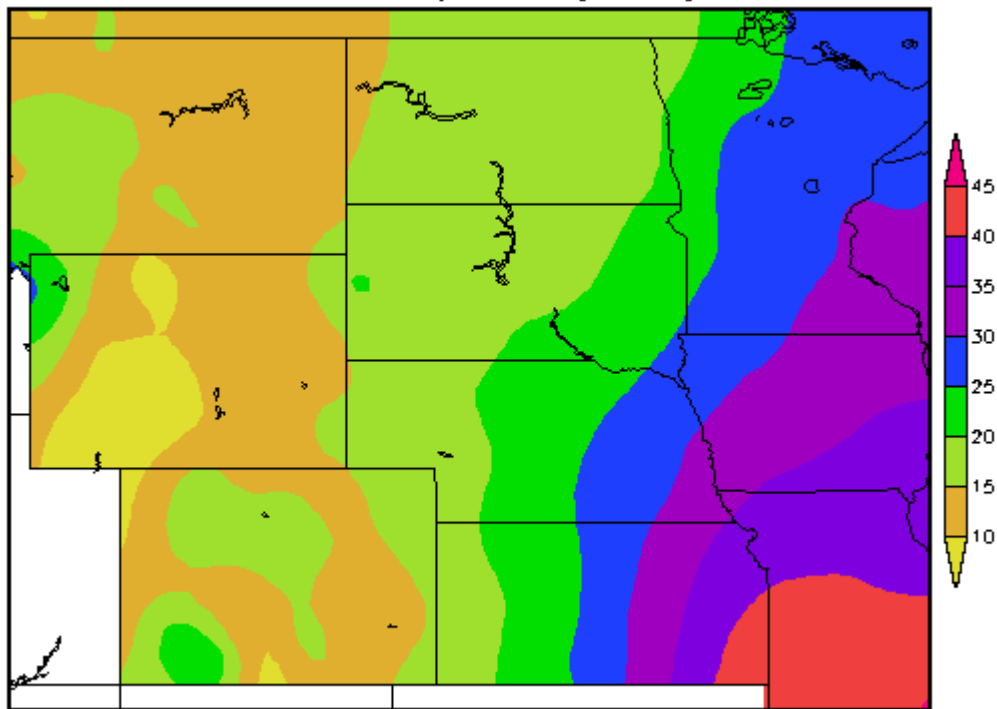
Period of Record Monthly Climate Summary

Period of Record: 1/ 8/1896 to 12/31/2010

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
Average Max. Temperature (F)	32.1	35.6	42.2	54.0	63.4	71.6	81.4	80.4	69.3	58.5	44.3	35.6	55.7
Average Min. Temperature (F)	9.8	12.6	19.2	28.5	37.0	44.5	49.7	48.2	39.7	31.3	20.6	13.2	29.5
Average Total Precipitation (in.)	0.73	0.64	0.98	1.29	2.84	3.52	1.90	1.62	1.49	1.15	0.75	0.74	17.65
Average Total Snowfall (in.)	11.0	7.3	10.3	8.5	3.7	0.1	0.0	0.0	1.0	3.8	6.9	10.1	62.8
Average Snow Depth (in.)	4	4	3	1	0	0	0	0	0	0	1	3	1

For more information, please visit the University of Nebraska's web site at www.hprcc.unl.edu.

Annual Precipitation (inches)



High Plains Climate Center



WILDLIFE AND RECREATIONAL RESOURCES

The Red Hill Ranch is truly a haven for a variety of wildlife. Elk, mule and whitetail deer, black bear, turkeys, and pheasants all consider the property home. The ample cover, feed, and water provide a great habitat allowing these populations to thrive. Nearby streams, as well as the creek which traverses the property, offer great fly fishing opportunities for several native trout species.

The Snowy Mountain National Forest is just three miles away allowing access to over 100,000 acres for hunting, hiking, and camping. The well-known Ft. Peck Reservoir is only 2.5 hours north for great lake fishing and recreation.

SURROUNDING AREA

Lewistown, founded in 1883, is the county seat for Fergus County and offers a full complement of basic services typical of a traditional, small Montana agricultural town including banks, restaurants, implement dealerships, motels, grocery stores, pharmacies, a theater, and a museum. It has an excellent K-12 public school system with a low student/teacher ratio. Every July, Lewistown is home to the Central Montana Fair and the first Saturday after Labor Day, the city hosts the annual Chokecherry Festival.

The Lewistown Chamber of Commerce website at <http://www.lewistownchamber.com/site/> states as follows:

Lewistown is an agricultural community located at the geographic center of Montana in the vast Judith Basin. The town features many well-preserved historic businesses and homes.

Although mostly rolling prairie, farms and ranches, the Lewistown area features five beautiful mountain ranges, the Snowies, the Judiths, the Moccasins, the Belts, and the Highwoods from which grand 100-mile vistas stretch out below. Picturesque landscapes, mountain terrain, and small quiet towns typify the area.

For more information about Lewistown, Montana and the various sites and attractions, please visit the following websites:

www.montanadinnertrain.com www.centralmontanafair.com www.lewistownchokecherry.com



AIRPORT INFORMATION

Commercial airline service is available at Great Falls, Montana and Billings, Montana with local service in Lewistown, Montana. The following is information on each of these airports:

Great Falls, Montana: The Great Falls International Airport is located three miles southwest of Great Falls. This is a commercial airport offering daily flights from Allegiant Air, Delta, United, and Horizon Airlines. For specific information about the airport, flight schedules, amenities as well as relevant links about Great Falls and the surrounding area, visit <http://www.gtfairport.com>.

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 Allegiant Air, Frontier, Horizon Air, Delta Airlines, Gulfstream Airlines, and United Airlines. There are

approximately 25 to 30 passenger flights per day. For more information regarding this airport, please visit www.flybillings.com.

Lewistown, Montana: The Lewistown Municipal Airport is located two miles southwest of the city. Additional information and data:

- Hard Surface Runway is 6,100' X 100'
- Field Elevation 4,170
- GPS VOR Approaches
- Fuel Available: AVGAS JET

For more information, visit www.acukwik.com/airportinfo/KLWT.



OFFERING PRICE

The Flat Rock Ranch is being offered for \$3,250,000 (Three Million Two Hundred Fifty Thousand Dollars), all cash.

The Sellers reserve the right to effectuate a tax-deferred real estate exchange pursuant to Section 1031 of the Internal Revenue Code and Treasury Regulations promulgated there under. A material part of the consideration to Seller is Buyer's promise of cooperation. Buyer shall not be required to incur any additional liability or expense in connection with 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 \$160,000 (One Hundred Sixty 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.

MONTANA LOCATION MAP

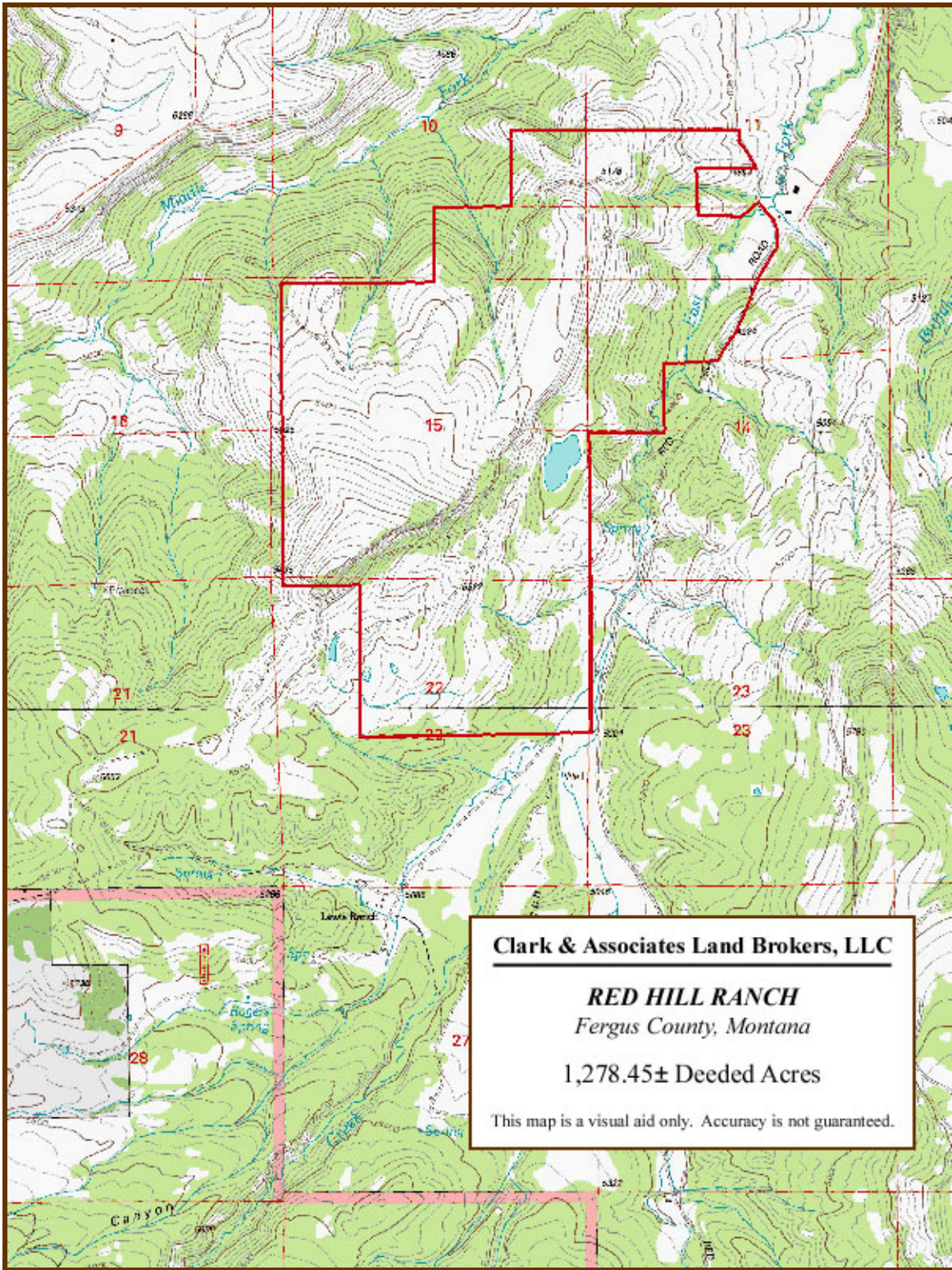


Clark & Associates Land Brokers, LLC is pleased to have been selected as the Exclusive Agent for the Seller of this outstanding offering. All information has been obtained from sources deemed reliable by Clark & Associates Land Brokers, LLC; however, the accuracy of this information is not guaranteed 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: 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.**

NOTES

RED HILL RANCH MAP



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



Lynn Sandvick
Sales Associate

Home: (406) 967-2565
Mobile: (406) 696-2883

lynn@clarklandbrokers.com

Licensed in MT



Denver Gilbert
Associate 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
Office: (307) 334-2025 Fax: (307) 334-0901

Cory G. Clark
Broker

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

Hulett, WY Office

16 Strawberry Hill Road • PO Box 159
Hulett, WY 82720
Office: (307) 467-5523 Fax: (307) 467-5581

Mark McNamee
Associate Broker / Auctioneer

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

Billings, MT Office

6806 Alexander Road
Billings, MT 59105
Office: (406) 697-3961 Fax: (406) 252-0044

Denver Gilbert
Associate Broker

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

Buffalo, WY Office

37 North Main Street
Buffalo, WY 82834
Office: (307) 684-2125 Fax: (307) 684-4545

John Gibbs
Associate Broker

(307) 620-2125
johngibbs@wyoming.com
Licensed in WY

**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"/> 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"/> Buyer Agent
<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.