

UPCOMING *Sealed Bid Offering*



**2,254.05
ACRES M/L**

OFFERED IN 2 TRACTS

BIDS DUE
TUESDAY, JULY 30, 2024
AT 4:00 PM (MDT)



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MT LIC: RRE-BRO-LIC-46091

Sealed Bid Offering

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AgriBusiness Trading Group and Peoples Company are pleased to announce 2,254.05 m/l contiguous acres of dryland farm and recreational ground in northeastern Montana will be sold via a sealed bid offering. Offered in two tracts, the property may be purchased as individual tracts or all together as a single farm. Bidders should expect to take possession of tracts subject to the terms of the current lease and also expect that, due to timing of potential closing(s), Seller will retain all Seller income from the 2024 lease. All bids are due before 4:00 PM (MDT) on Tuesday, July 30, 2024.



FARMING

This Sheridan County, Montana farm, offered in two tracts, includes a total of 2,254.05 acres m/l with 1,401.20 FSA cropland acres comprised of predominately Class III soils. Northeastern Montana is known for dryland small-grain production and Sheridan County ranks eighth in the state for crop production. Montana is an agriculture-friendly state with low property tax costs and reasonable ag regulations. Tract 1 consists of 961.70 deeded acres m/l with 477.49 FSA cropland acres and 484.21 grassland/pasture acres m/l. Tract 2 includes 1,292.35 deeded acres m/l with 923.71 FSA cropland acres and 368.64 grassland/pasture acres m/l. The total property taxes for 2024 for all tracts is \$9,085.84. Farmland operators have the option for significant, on-farm grain storage with nine Butler & Chief Westland grain bins that are conveniently located along Malcolm Creek Road on Tract 2. This farm has been operated by a reputable local tenant who has served as a good steward of the land for the last two years under a crop share lease. Recent crop production has included durum wheat and yellow mustard.



PASTURE/LIVESTOCK GRAZING

Sheridan County averages 12-15 inches of precipitation per year per the Natural Resources Conservation Service, which is adequate for grain production, but also valuable for grazing livestock. In addition to the cropland acres on the farm, there are over 850 acres of quality pasture with adequate vegetative growth and forage production for grazing livestock.



RECREATION

There are abundant recreational opportunities available across both tracts of the Sheridan Farm. The gulches and native pasture used for cattle grazing offer an excellent habitat for upland birds such as pheasants and quail and the riparian areas provide a home for waterfowl. In addition, mature mule deer and pronghorn frequently traverse the farm's topography in search of water and roughage, offering a great opportunity for hunting rights on the farm. The Medicine Lake National Wildlife Refuge is located 25 miles southeast of the farm. This area includes over 30,000 acres in the northeastern Montana flyway zone that sees more than 100,000 birds annually during migration season. Waterfowl hunting, sportfishing in the lakes, and game hunting are all allowed when in season.

FARM PROGRAM INFORMATION

FSA Cropland Acres: 1,401.20

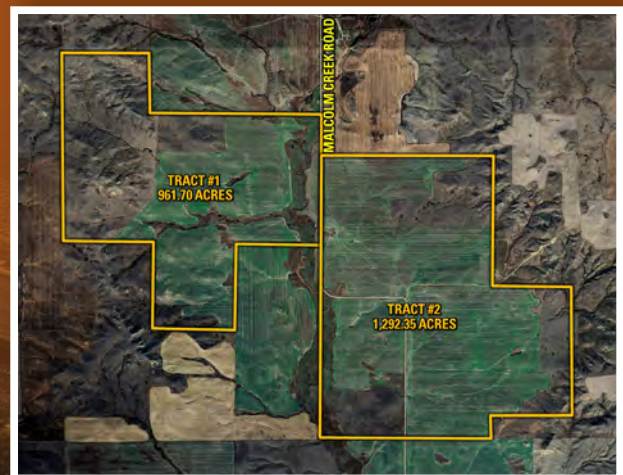
Total Base Acres: 1,144.90

Wheat: 1,079.60 Base Acres with a PLC Yield of 30

Beans-Large Chickpeas: 27.90 Base Acres with a PLC Yield of 666

Lentils: 37.40 Base Acres with a PLC Yield of 980

Farm program information, base acres, total crop acres, etc. represent all combined tracts. The figures above may be subject to change if/when the farm is reconstituted by the Sheridan County FSA and NRCS offices.



Tract One 961.70 ACRES M/L

DESCRIPTION

Tract 1 consists of 961.70 acres m/l with 477.49 FSA cropland acres carrying an NCCPI of 20.6. Primary soil types on the tillable acres include Class III soils of Farnuf loam and Cherry silty clay loam.

The balance of the acres (484.21 acres m/l) is in grassland and pasture ground providing adequate vegetative growth and forage production for livestock grazing. The grassland/pasture and riparian buffers combined with the diverse topography on this tract, also offer great recreational opportunities for upland game birds, waterfowl, and mule deer hunting.

There are no structures located on this tract.

This tract is subject to a current farm lease and Bidders should anticipate taking possession of this tract subject to the terms of the lease. Due to the timing of potential closing(s), Buyers should anticipate that the Seller will retain all Seller income from the 2024 lease.

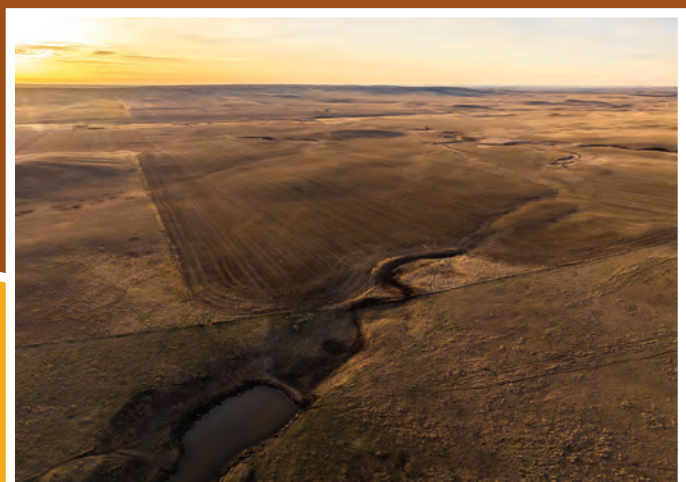
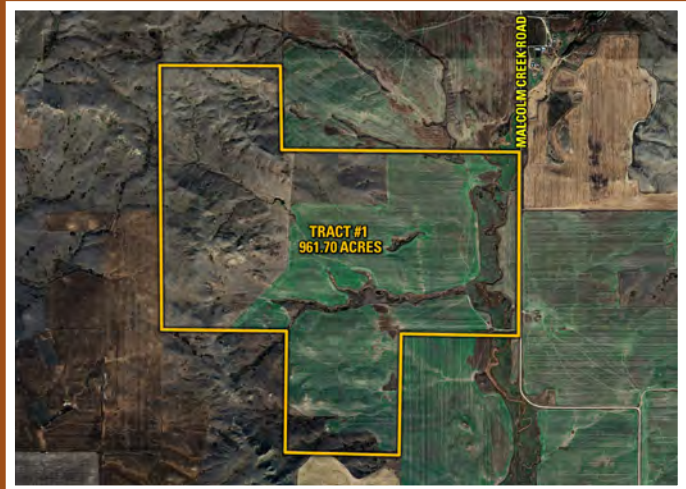
Access to the data room, which contains a copy of the current farm lease, production records, and other confidential information will be granted upon execution of a Non-Disclosure Agreement.

Code	Soil Description	Acres	% of field	Legend	NCCPI
FaB	Farnuf loam	114.17	30.19%		22
ChC	Cherry silty clay loam	120.36	25.21%		22
LaD	Lambert silty clay loam	71.70	15.02%		22
LaB	Lambert silty clay loam	54.12	11.33%		23
ChB	Cherry silty clay loam	45.59	9.55%		22
ZaE	Zahill loam	21.94	4.59%		4
LcF	Lambert-Zahill complex	19.62	4.11%		5
Weighted Average					20.6



FOR MORE INFORMATION VISIT:

PeoplesCompany.com/premium/SheridanCountyFarm



Tract Two 1,292.35 ACRES M/L

DESCRIPTION

Tract 2 consists of 1,292.35 acres m/l with 923.71 FSA cropland acres, carrying an NCCPI of 20.1. Primary soil types on the tillable acres include Class III soils of Farnuf loam and Vida-Zahill loams.

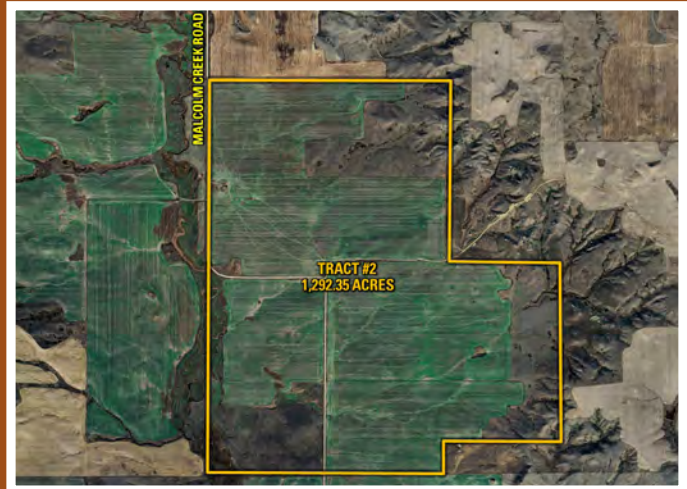
There are nine Butler & Chief Westland grain bins located on this tract that are conveniently located along Malcolm Creek Road.

The balance of the acres (368.64 acres m/l) is in three paddocks of grassland and pasture ground providing adequate vegetative growth and forage production for livestock grazing. The grassland/pasture and riparian buffers, combined with the diverse topography on this tract, also provide great recreational opportunities for upland game birds, waterfowl, and mule deer hunting.

This tract is subject to a current farm lease and Bidders should anticipate taking possession of this tract subject to the terms of the lease. Due to the timing of potential closing(s), Buyers should anticipate that the Seller will retain all Seller income from the 2024 lease.

Access to the data room, which contains a copy of the current farm lease, production records, and other confidential information will be granted upon execution of a Non-Disclosure Agreement.

Code	Soil Description	Acres	% of field	Legend	NCCPI
FaB	Farnuf loam	548.57	59.39%		22
WzC	Vida-Zahill loams	246.32	26.67%		18
ChC	Cherry silty clay loam	61.46	6.65%		22
ZaE	Zahill loam	34.89	3.78%		4
ZaD	Zahill-Vida loams	30.61	3.31%		18
LcF	Lambert-Zahill complex	1.11	0.12%		5
Mz	McKenzie clay	0.73	0.08%		9
				Weighted Average	20.1



TERMS AND CONDITIONS

Sealed Bid Offering - Bids are due at 4:00 PM (MDT) on July 30, 2024.

1. Notice. The information provided herein represents the extent of the information available from Seller. Bidder understands the Offering Memorandum contains selected information pertaining to the Property and does not purport to contain all the data a prospective buyer may desire. Bidder agrees to conduct, at their own risk and expense, their own independent inspections, investigations, inquiries, and due diligence concerning the Property to verify the accuracy and completeness of any and all information obtained from the Offering Memorandum. Bidder hereby acknowledges that neither the Seller, nor any person acting on the Seller's behalf, has made any representations or warranties, expressed or implied, as to the accuracy or completeness of this information or contents herein, or the suitability of the information contained herein for any purpose. At any time, this information is subject to, among other things, corrections or errors and omissions, addition or deletion of terms, and/or change of terms. Each potential bidder shall be liable for any property damage and/or personal injuries (including death) caused by or arising from any such inspection or investigations by them or their agents or consultants. Seller reserves the right to accept or reject any bid or offer, terminate negotiations, withdraw the Property from market without notice, amend these Terms & Conditions, and negotiate with multiple prospective purchasers concurrently until a definitive, legally binding Real Estate Purchase and Sale Agreement ("PSA") is fully executed by Seller and Buyer. Seller also reserves the right to accept back up offers until the close of escrow. This information has been obtained from sources believed reliable. Seller, Peoples Company of Indianola and AgriBusiness Trading Group, Inc. ("Broker") may supplement, revise, or add property information up to the time bids are due. Potential Bidders should continue to monitor Broker's website to ensure Bidder is aware of the most up-to-date information.

2. Seller Intent. Seller's intent is to obtain the highest value for the Property.

3. Data Room. Broker has set up an electric data room ("Data Room") where Bidders may examine documents pertaining to the sale including but not limited to existing leases, maps, pro forma title insurance commitments, and reports. Access to the Data Room will be made available to all Bidders upon execution of a Non-Disclosure Agreement, to be provided by Broker.

4. Agency. Broker is acting exclusively as the agent for the Seller. The Buyer acknowledges they are representing themselves in completing the sales transaction.

5. Broker Participation. A broker representing a Bidder ("Cooperating Broker"), who qualifies under Broker's broker incentive program requirements, will be paid under the terms of the program at the Closing of the Property. A Cooperating Broker must complete the registration form with the Broker, as required for this incentive program, 48-hours PRIOR to the Cooperating Broker's client's bid submission. A Cooperating Broker registration form with complete instructions will be made available upon request by the Cooperating Broker to the Broker.

6. Bid Submittal Process & Deadline. Sealed Bids, in written or electronic format, for the Property will be due no later than 4:00 PM MDT, on Tuesday, July 30, 2024, to the following:

Adam Woiblet
AgriBusiness Trading Group
109 W Poplar Street
Walla Walla, WA 99362
509.520.6117
Adam@AgTradeGroup.com

Sealed Bids for the Property shall be submitted on the Sealed Bid Submittal Form found in the Data Room or available by contacting the Broker directly. Handwritten bids, if legible, may be acceptable in the Seller and Broker's sole discretion. Please complete each blank field provided in the Sealed Bid Submittal Form. Bids can be submitted via mail or email but must be received by the deadline date in order to be considered. Upon the receipt of all submitted bids, the Seller may accept or reject any bid or offer, enter into negotiations with one or more Bidders, or withdraw the Property from market without notice. Upon the Seller's acceptance of any bid or offer, the winning Bidder and Seller shall enter into a binding PSA. The Seller shall not be obligated or bound to sell the Property until Seller has entered into a fully executed, definitive PSA.

7. Earnest Money. Unless otherwise agreed to between the Seller and Buyer, within five (5) business days of the Effective Date of the PSA, Buyer will deposit with Escrow and Closing Agent, Sheridan County Security Abstract & Title Company in Plentywood, MT, the required Earnest Money Deposit payable in the form of a guaranteed check or wire transfer.

8. Closing Date. The Closing date will be governed by the fully executed PSA.

9. Closing Expenses & Prorations. Buyer and Seller shall share equally all escrow fees and other closing fees and costs. Seller shall pay real estate transfer taxes for the transfer of the Real Property, and the premium for a standard owner's title insurance policy to be issued to Buyer in the amount of the Purchase Price allocated to the Real Property. Any additional title insurance coverage or endorsements requested by Buyer or its lender(s) will be paid by Buyer. Buyer shall pay all recording fees and all applicable use/sales tax on the Personal Property (if any). All real estate taxes accruing

through date of Closing will be prorated as of Closing and will be paid in full by Seller as a credit to the Buyer on the Settlement Statement. All real estate taxes accruing after the date of Closing will be the responsibility of the Buyer.

10. Title to Property. Seller shall convey good, marketable, and insurable fee simple title to the Property to Buyer free and clear of all liens and encumbrances, subject to exceptions to be set forth in the PSA. A standard, basic owner's policy of title insurance in the amount equal to the purchase price of the Property will be furnished at Seller's cost. Any additional costs, coverages, and endorsements on the title insurance policy shall be paid by the Buyer. If Buyer desires further survey information, Buyer shall be responsible for the cost of such. Title to Real Property shall transfer pursuant to a Statutory Warranty Deed or other agreed upon instrument, subject to (i) current city, state, and county ad valorem and property taxes not yet due and payable; (ii) easements for the installation or maintenance of public utilities serving only the land; and (iii) any easement, right-of-way, or reservations of record or other Permitted Exceptions. Title to Personal Property shall transfer by Bill of Sale subject to the restrictions and reservations as provided in the PSA in a form reasonably acceptable to Seller. Seller will cause any and all water rights, if any, appurtenant to the Property and owned by the Seller to transfer with the sale of the Property.

11. Farm Program Information. The Farm Program Information is provided by the Sheridan County Farm Service Agency. The figures stated in the marketing material reflect the best knowledge of the Seller and its representatives; however, Farm Program Information such as base acres, cropland acres, etc. are subject to change if/when the Property is reconstituted by the Sheridan County Farm Service Agency.

12. Leases. The Property is currently subject to a farm lease for the 2024 crop year. The farm lease will terminate upon the sale of the land with the new Buyer(s) receiving possession of the farm once the crops have been removed. The 2024 crop share portion is the ownership of the Seller and the Buyer(s) will receive no portion of the 2024 crop share income. Please contact Broker for details.

13. Possession. Possession of the Property will be given at closing, subject to tenant's rights.

14. Survey. A survey of the Property will not be completed by the Seller prior to close. If a potential Bidder or the successful Buyer desires to obtain a survey, it will be at the Bidder's and/or Buyer's sole expense.

15. Current Use Status. If the Property is in a Current Use Status, Buyer will continue the Current Use Status after Closing. If Buyer elects to discontinue the Current Use Status, Buyer will be responsible for any resulting taxes, penalties, and interest associated therewith.

16. Governing Law. The PSA to be executed by Seller and Buyer shall be governed by and constructed in accordance with the laws of the State in which the Property is situated.

17. Disclaimer. By submitting a sealed bid, each Bidder acknowledges, and represents and warrants to Seller and Broker, that the Bidder has assessed, or has had the opportunity to assess, the size, configuration, utility service, environmentally sensitive areas, means of access, permitted uses, status of title (including, but not limited to, all easements, rights of way, covenants, conditions and restrictions, reservation of rights, and other encumbrances and restrictions affecting the Real Property or any portion thereof), value, condition (including, but not limited to, the physical and environmental condition of the Real Property), water rights, irrigation and water systems, and all other material aspects of the Real Property and Personal Property, and the Bidder is not relying on, nor influenced by, any statement or representation or warranty of the Real Property and Personal Property. Seller hereby disclaims any and all warranties of habitability, merchantability, and fitness for particular purpose, expressed or implied. Unless otherwise expressly agreed to in writing by the Seller, the winning Bidder is acquiring the Real Property and Personal Property "AS IS, WHERE IS, WITH ALL OF ITS FAULTS" in its current condition existing as of the Closing Date, without any representation, warranty, promise, covenant, agreement or guaranty of any kind or nature whatsoever by the Seller, whether expressed or implied, oral or written, past, present or future, of, as, to or concerning any aspect of the Real Property or Personal Property. Information provided in the Data Room and elsewhere to prospective Bidders is believed to be substantially accurate; however, Bidders shall perform their own investigation to independently verify all information. Each Bidder hereby unconditionally waives and releases Seller and Broker from and against any and all causes of action, now existing or hereafter arising, which the Bidder may have against Seller or Broker, or their agents, with respect to the accuracy or completeness of the information provided.

18. Acknowledgement. By signing and submitting a bid, including via the Sealed Bid Submittal Form, the Bidder acknowledges and accepts the Terms and Conditions referenced herein, and if the Bidder's offer is accepted, Bidder agrees to enter into a PSA with Seller upon notification of successful bid. The Bidder is encouraged to submit a formal PSA when submitting the Sealed Bid if the Bidder proposes a form of PSA different than the one provided in the Data Room. Seller reserves the right to negotiate any agreements submitted by a Bidder prior to acceptance. Thank you in advance for your consideration. If you have questions, please contact:

Adam Woiblet | 509.520.6117 | Adam@AgTradeGroup.com



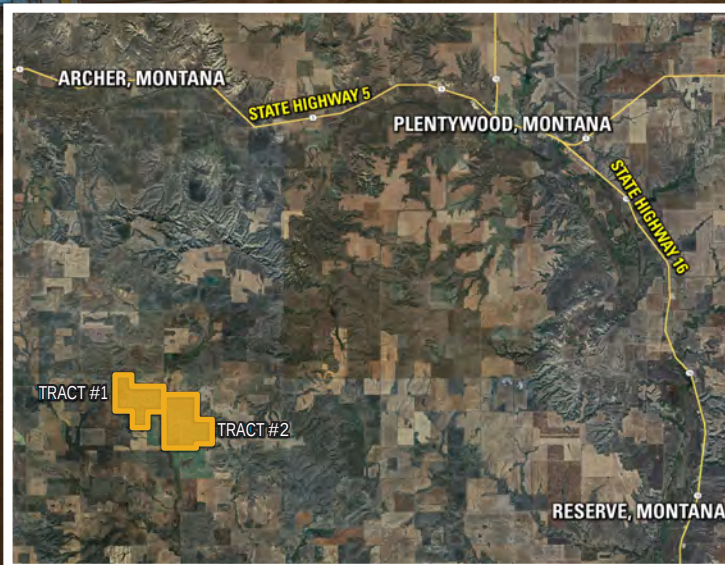
109 West Poplar Street
Walla Walla, WA 99362



AgTradeGroup.com



SCAN THE QR
CODE TO THE LEFT
WITH YOUR PHONE
CAMERA TO VIEW
THIS LISTING ONLINE!



DIRECTIONS

From Plentywood, MT: Travel west on State Highway 5 for approximately 5.75 miles, turn left (south) onto Midby Road. Continue directly south on Midby Road for approximately 11 miles and turn left (south) onto Malcolm Creek Road and continue for 2.50 miles and the farm will be on both the west and east side of the road.

From Medicine Lake, MT: Travel north on State Highway 16 for approximately 8 miles, turn left (west) onto W. Reserve Road. Continue west for approximately 15 miles on W. Reserve Road to Malcolm Creek Road and turn right (north) and continue for approximately 3.50 miles and the farm will be located on both the west and east side of the road.