



**CLARK & ASSOCIATES
LAND BROKERS, LLC**

Specializing in Farm, Ranch, Recreational & Auction Properties

Proudly Presents



***HEIDE RANCH ON THE NORTH BOULDER
RIVER***

Boulder, Jefferson County, Montana

Located in the beautiful Boulder River Valley of southwestern Montana, the Heide Ranch is a unique combination of production and recreation that few properties offer.

LOCATION & ACCESS

The Heide Ranch is located just outside Boulder, Montana, on the Boulder River. Easily accessible off Highway 69 via hard surface, county road and graveled, private driveway. Location is key with the Heide Ranch. Helena, the state capitol, is an easy 40 minute drive to the north and Butte is 45 minutes to the southwest and Bozeman is 80 minutes to the southeast.

SIZE & DESCRIPTION

405± deeded acres

There are approximately 405± deeded acres that comprise the ranch, with 105± irrigated for feed production via two pivots and flood fields. The remaining acres are river bottom and native grasslands used for grazing.

RANCH OPERATIONS

Established in 1956, the Heide Ranch started raising black angus bulls in the early 1980's in addition to their commercial herd. Soon, their angus cattle were recognized as some of the best genetics in the breed. They sold registered bulls and heifers each year by private treaty. The ranch offered on the market today is the remnants of the larger operation the Heide's ran for years. It was the heart of the ranch and home to the Heide family for nearly 70 years. Pride of ownership is obvious in the care of the barns and corrals that have been used to raise thousands of head of cattle. The continuous upgrades in forage production and grass management kept the ranch in business, even during the tough times.

The North Pivot is a 2012 Lindsey and covers approximately 35± acres. Currently, the ground has a combination of annual grain and grass/alfalfa. The water comes out of Muskrat Creek and is supplied to the pivot using 25 hp centrifugal pump.

The South Pivot is a 2017 Valley and covers approximately 30± acres. Currently, the ground is planted to alfalfa/grass. The water comes out of the river and is supplied to the pivot using a 20 hp turbine pump.

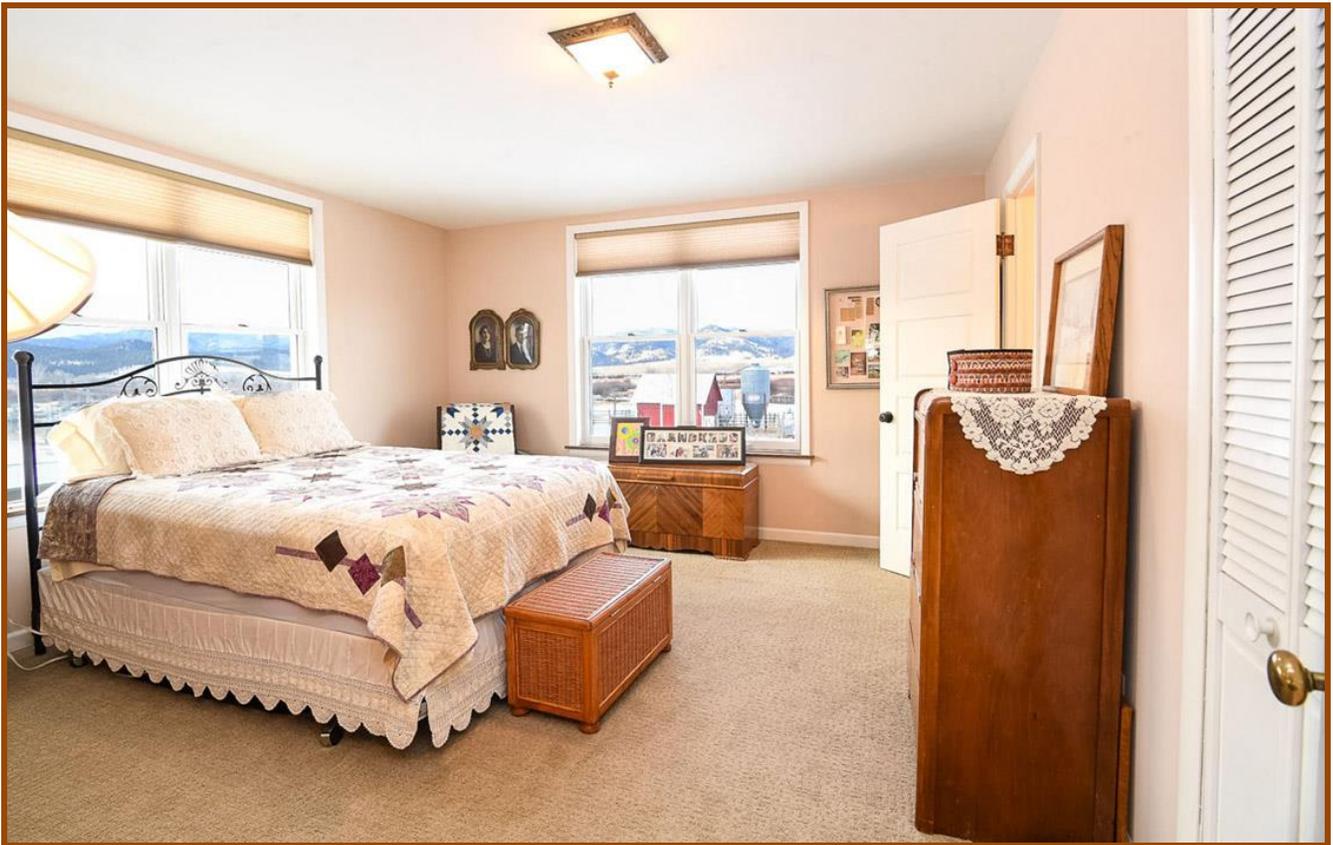
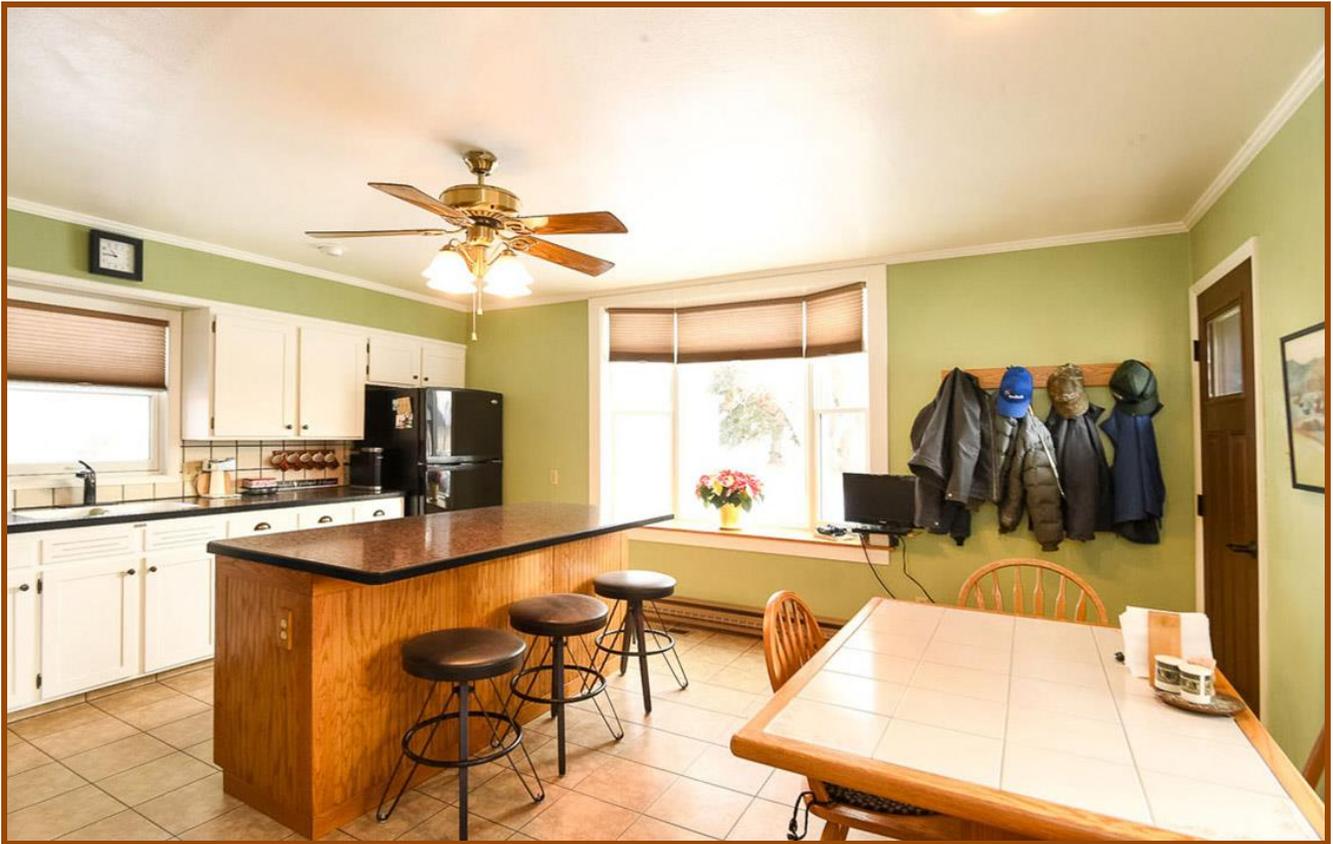


IMPROVEMENTS

The beautiful and practical ranch house has been remodeled and meticulously maintained. It includes three bedrooms and one-and-a-half baths. A fenced and well-maintained yard surrounds the home with mature trees and landscaping. On the edge of the yard is a detached, three car garage.







The livestock facilities include a large hip roofed barn, a calving barn and several other sheds allowing for winter and spring protection from the weather. There is a small feedlot with concrete bunks and an open face shed used to grow bull calves in the winter.



The ranch has a nice shop and two equipment sheds.

All buildings, corrals and improvements on the ranch have been very well maintained.



UTILITIES

Electricity – NW Energy

Gas/Propane – PSI from Butte, MT

Communications – AT&T and Verizon both available on the ranch

Water – private wells

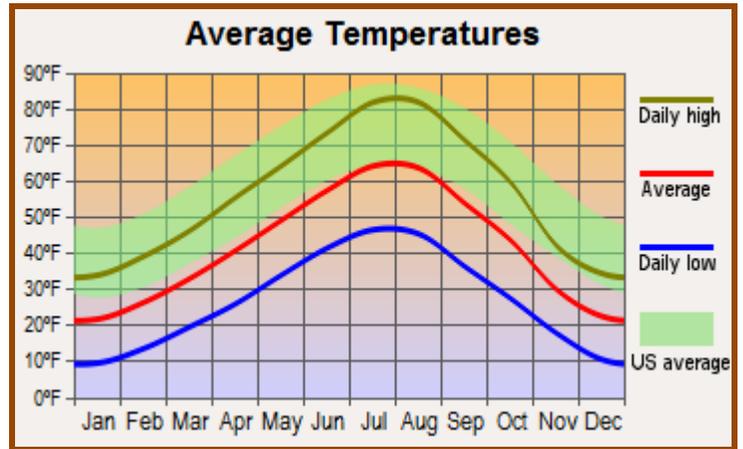
Sewer – private septic

MINERAL RIGHTS

No mineral rights will transfer with the sale of the subject property.

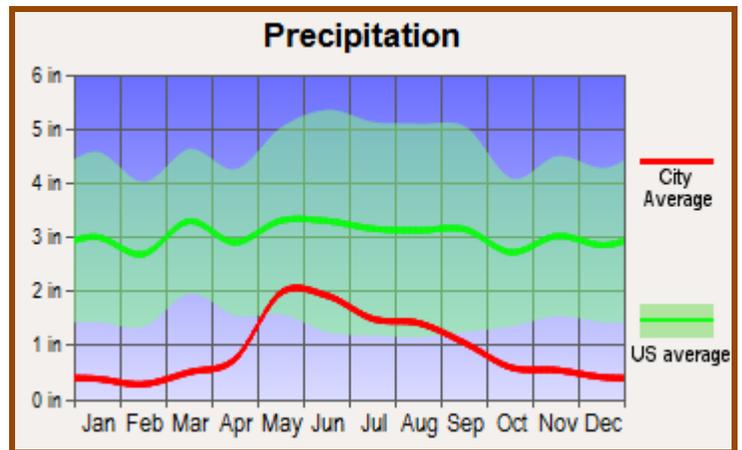
CLIMATE

According to the High Plains Regional Climate Center at the University of Nebraska, the average annual precipitation for the Boulder, Montana area is approximately 14.9 inches including 28.8 inches of snow fall. The average high temperature in January is 37 degrees, while the low is 11 degrees. The average high temperature in July is 91 degrees, while the low is 51 degrees. The charts to the right are courtesy of www.city-data.com.



COMMUNITY AMENITIES

Boulder, Montana is the county seat of Jefferson County, Montana and is located on the north bank of the Boulder River between Butte and Helena. First established as a stage stop in the early 1900's, Boulder has a population of approximately 1,300. Located in the beautiful river valley and surrounded by mountains, fishing, hunting and hiking abound. Boulder has all the amenities found in mall towns including lodging facilities, grocery store, pharmacy, hardware store, churches and a k-12 school system.



WATER RIGHTS

The irrigation water rights for the ranch are out of the North Boulder and Muskrat Creek. A full, third-party right inquiry will be available to all qualified buyers.



RECREATION & WILDLIFE

The ranch boasts some of the best fishing in the state. The North Boulder River flows off the continental divide for over 70 miles, through the heart of the ranch and joins the Jefferson River near Cardwell, Montana. The river has several species of fish, including rainbow, brown and brook trout as well as mountain whitefish.

Game animals on the ranch include whitetail deer, turkey and pheasant. The occasional moose wander through the ranch as they call the valley home as well!



OFFERING PRICE

Price Reduced to \$3,500,000

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 \$125,000 (One Hundred Twenty 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.

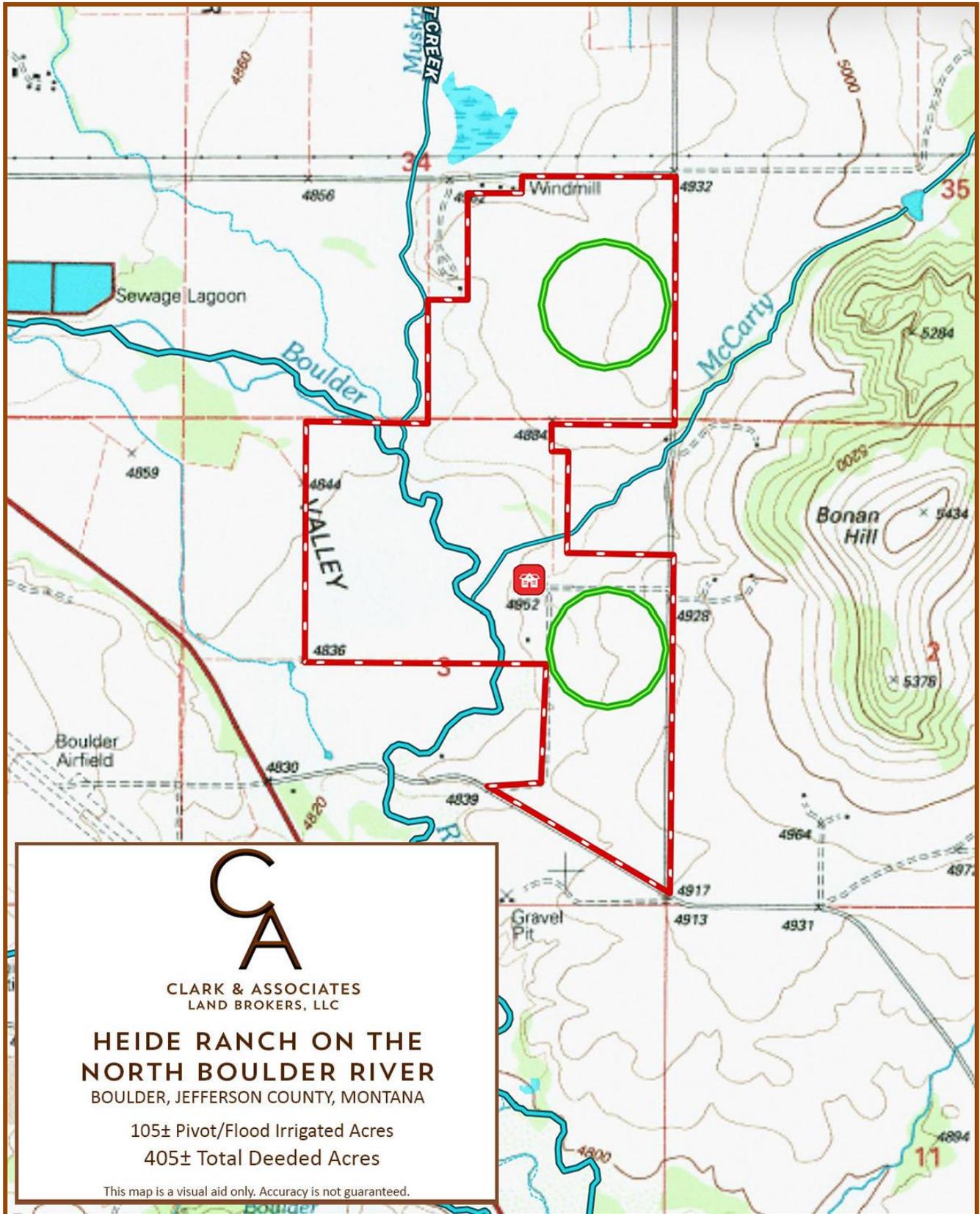
Boundaries shown on accompanying maps are approximate based on the legal description and may not indicate a survey. Maps are not to scale and are for visual aid only. Their accuracy is not guaranteed.



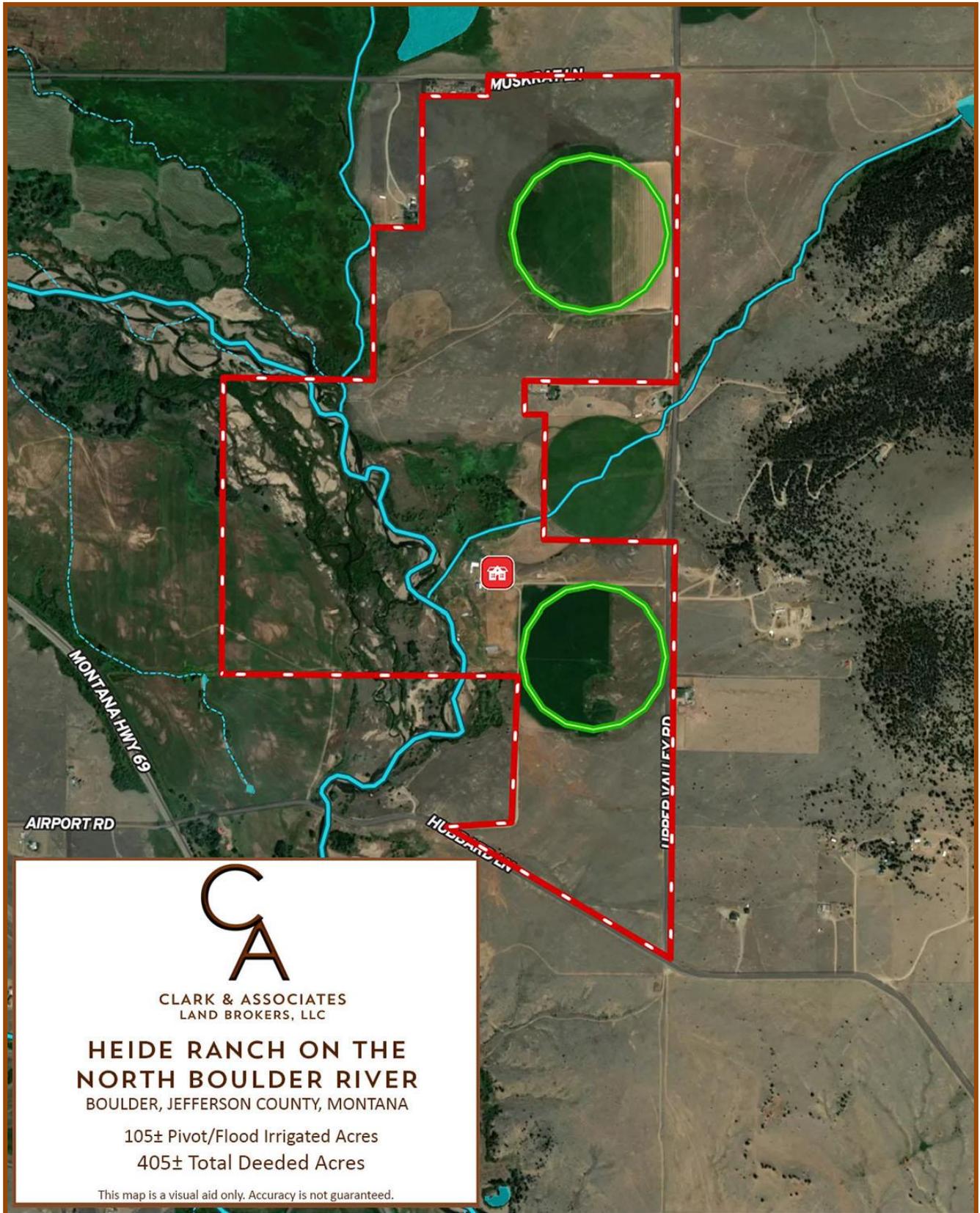
Clark & Associates Land Brokers, LLC is pleased to have been selected as the Exclusive Agent for the Seller of this outstanding offering. All information has been obtained from sources deemed reliable by Clark & Associates Land Brokers, LLC; however, the accuracy of this information is not guaranteed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

HEIDE RANCH ON THE NORTH BOULDER RIVER TOPO MAP



HEIDE RANCH ON THE NORTH BOULDER RIVER ORTHO MAP



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



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Cheyenne, WY 82009

Billings/Miles City, MT Offices

6806 Alexander Road
Billings, MT 59105

Belle Fourche, SD Office

907 Ziebach Street, Lot 804 • PO Box 307
Belle Fourche, SD 57717

Torrington, WY Office

6465 CR 39
Torrington, WY 82240

Wheatland, WY Office

4398 Palmer Canyon Road
Wheatland, WY 82201

Dayton, WY Office

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Dayton, WY 82836

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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 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.