



**CLARK & ASSOCIATES
LAND BROKERS, LLC**

Specializing in Farm, Ranch & Recreational Properties.

Proudly Presents



CROW CREEK RANCH
Broadus, Powder River County, Montana

*Approximately 20,000± contiguous acres along 6 miles of river frontage with excellent improvements
and 1,300± acres of feed production.*

SIZE & DESCRIPTION

The Crow Creek Ranch is a 20,000± contiguous acre property consisting of approximately 10,000± deeded acres and another 10,000± acres split between BLM and State of Montana lease. Of this, 650± acres are flood irrigated and 550± acres are dryland production, with the remaining balance being 36 native grass pastures.



REAL ESTATE TAX

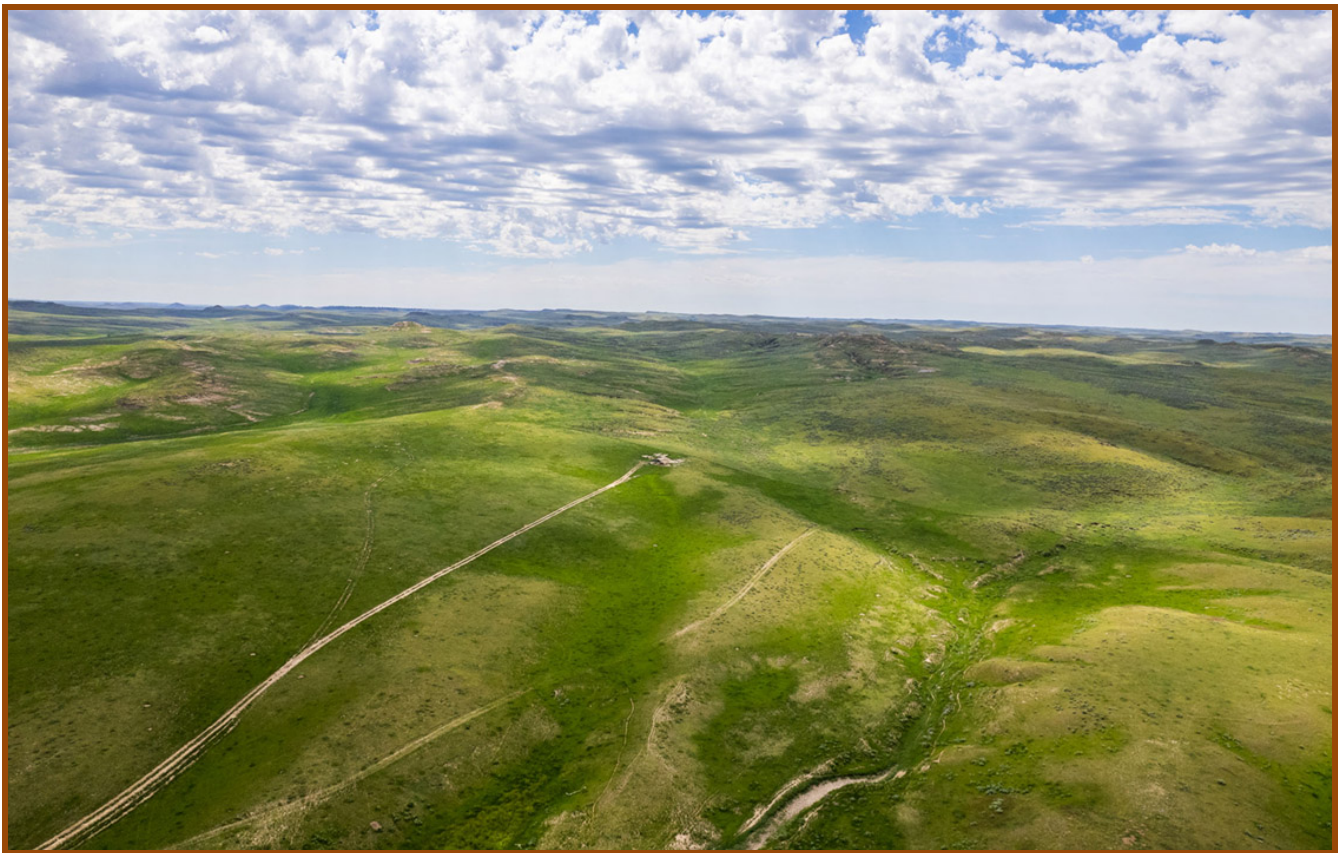
In 2022, the real estate taxes for the Crow Creek Ranch were \$12,800.

GRAVEL INFORMATION

There is also several gravel veins on the property, and as gravel is rare in the area it has been marketed to the county and neighbors.

WATER

In addition to the six miles of the Powder River, the ranch also has four miles of the Crow Creek, each with a tremendous amount of early water rights. There also five artisan wells, four electric wells, three windmills, five solar wells, three developed springs, several reservoirs and 15 miles of pipe to provide water to 33 water tanks throughout the property.



CARRYING CAPACITY

The Crow Creek Ranch is owner rated at 700 mother cows year-round in addition to 4-5 ton of hay per irrigated acre.



LEASE INFORMATION

There are approximately 10,000 leased acres that are split between BLM and State of Montana. For 2022, the costs associated with the BLM lease and State of Montana lease was approximately \$2,390 and approximately \$7,312 respectively for total lease costs of approximately \$9,7020 per year.

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.

RECREATION & WILDLIFE

Large cedar breaks along the river bottom, along with miles of deep draws provide prime habitat for game year-round. There is an abundance of mule and whitetail deer, antelope, turkey, grouse, pheasants, and water fowl. The Powder River and Crow Creek provide additional recreational and fishing opportunities.

IMPROVEMENTS

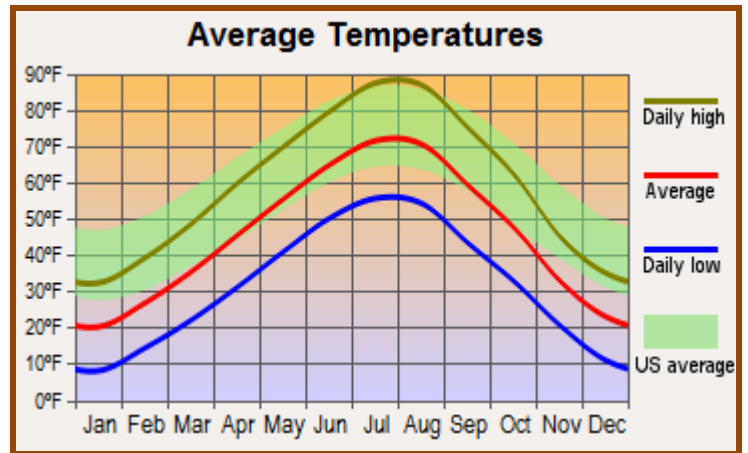
- The Crow Creek Ranch has multiple improvements:
- Total of five homes
- Two large equipment shops
- Two complete sets of working corrals
- Multiple barns, out buildings, and granaries





CLIMATE

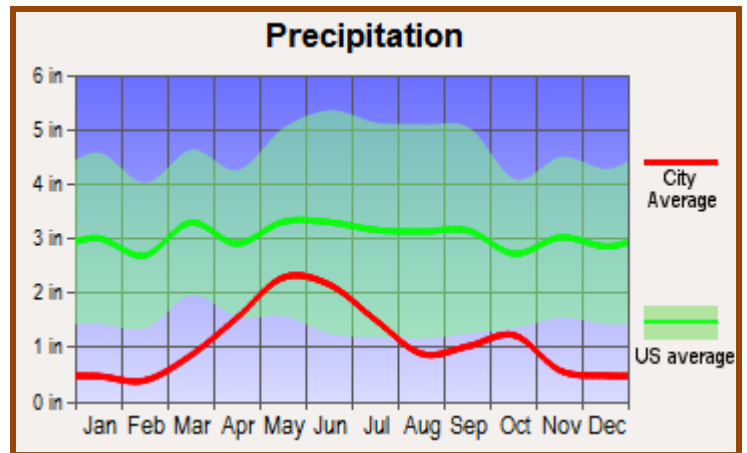
According to the High Plains Regional Climate Center at the University of Nebraska, the average annual precipitation for the Broadus, Montana area is approximately 14.9 inches including 28.8 inches of snow fall. The average high temperature in January is 37 degrees, while the low is 11 degrees. The average 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

Broadus is a small south-eastern Montana town in Powder River County located along Highway 212. It sits near the Powder River in the former Indian territory of Powder River Basin and is often referred to as a gateway to Montana's southeast. Much of the population of this small community is involved in agriculture and ranching, although passing tourist trade helps to sustain the local economy. The town today functions as both the county seat and its

major business hub, and while there are other nearby small communities, Broadus is the only incorporated town in Powder River County and is also home to around one-third of its residents.



OFFERING PRICE

Price Reduced to \$11,700,000

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).



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.**

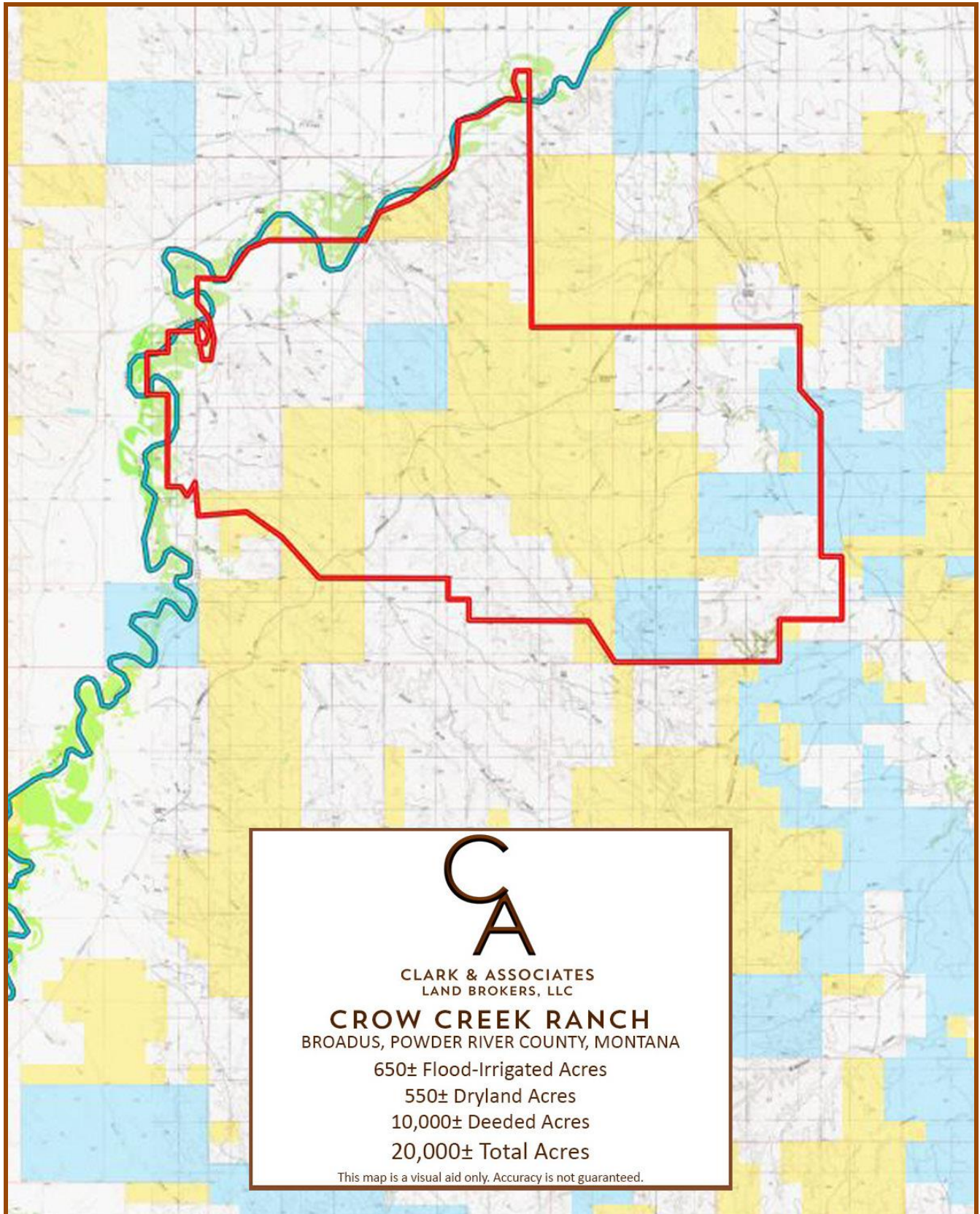
STATE LOCATION MAP



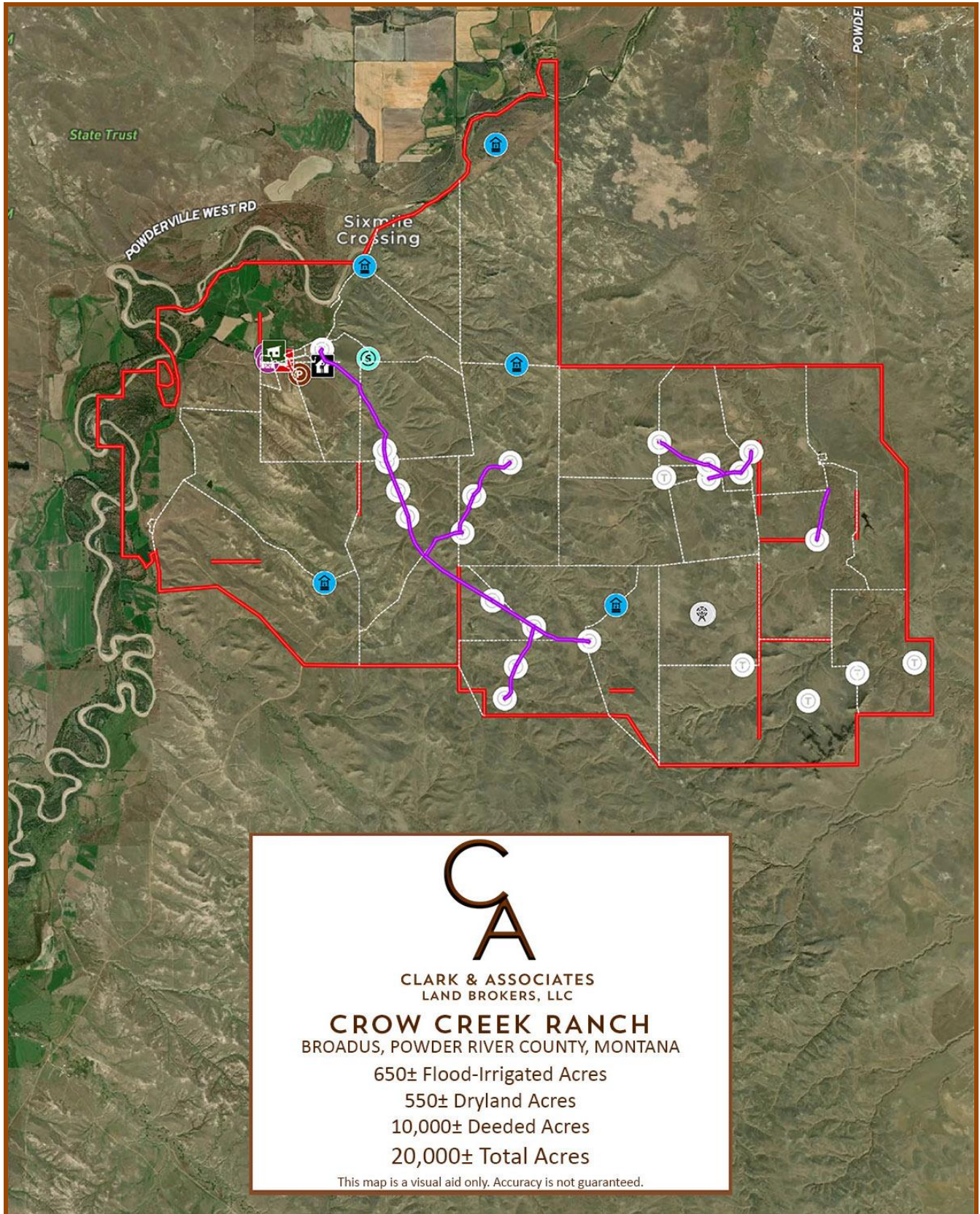
NOTES

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CROW CREEK TOPO MAP



CROW CREEK ORTHO MAP



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



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**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 _____
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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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