



ELK HABITAT

AT THE BEARTOOTH-VIEWS RANCH

**RANCH**
I N V E S T O R



Elk Habitat at the Beartooth-Views Ranch Red Lodge, Carbon County, Montana

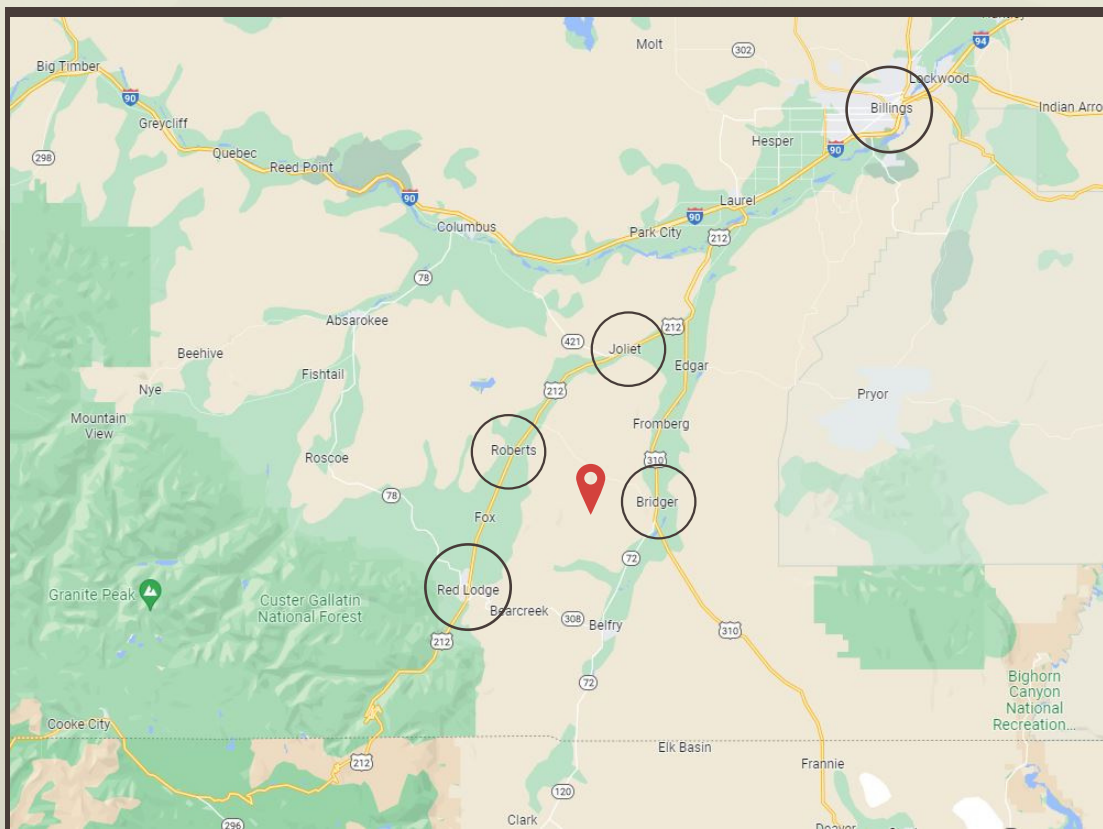
Consisting of 2,056 ± deeded acres, ideally located within proximity to Billings
and Red Lodge.

LOCATION & ACCESS

With a close proximity to several towns, the ranch can easily be accessed all year via Selms-Bridger Road. Travelling south from Billings on Highway 212, approximately ten miles after Joliet Montana, take Selms-Bridger Road to the left and travel east and south for an additional six miles at which point the ranch entrance will be on your south with signs marking the gate for entrance.

Several towns and cities in proximity to the property include:

- Roberts, Montana (population 300) 7 miles west
- Bridger, Montana (population 775) 9 miles east
- Joliet, Montana (population 513) 17 miles north
- Red Lodge, Montana (population 2,212) 20 miles southwest
- Billings Intl. Airport, Montana (population 109,595) 52 miles northeast



SIZE & DESCRIPTION

2,056± Deeded Rangeland Pasture Acres



The Elk Habitat at Beartooth Views Ranch consists of 2,056± deeded acres. An additional 440± of privately held acres are fenced into the ranch and have been leased and grazed by the current owners on a year-to-year basis. Additionally, the landowner will enjoy private access to 700± acres of landlocked BLM provided additional hunting opportunities. Once owned and operated by three-time world champion

saddle bronc rider, Bill Smith, the Beartooth Views Ranch is steeped in Montana history, traditional cowboy heritage, and modern habitat-conservation. Teepee-remnants, arrowheads, and legends of Indian battles with rock-memorials remain from a time when this was as wild as the elk and grizzly that frequent the quaint Elbow Creek Valley. With views of the Beartooth/Absarokas, Crazies, Snowies, Pryors, and the Big Horn Basin, you will be hard-pressed to find a landscape as diverse, rugged, and rich in wildlife while gathering cattle in the sagebrush and timbers. Professional ranch managers, caretakers, consultants, and agronomist referrals are available through local recommendations and neighbors for the investor planning on owner-operator of the livestock operations. Ask Colter DeVries if such resources will be necessary. As this ranch sits on top of the Carbon

County coal steam, prospectors searched this area far and wide for oil, gas, and profitable locations for shafts and chutes. Today, the energy potential is for wind development as this ranch is the 1,000-ft geographical dividing line between the Clarks Fork Valley and Beartooth Foothills.



OPERATIONS

Fenced in to four-paddocks, the ranch is currently used as a summer grazing operation. With the development of winter-water capabilities, and additional cross-fencing, this property would be available for year-round grazing through the winter as well, and is owner-rated for 120 pairs year-round with the inclusion of the neighboring year-to-year grazing leases. Please note on map that perimeter fences may or may not be on the line of survey or corner pins. "Fencing for convenience" with neighboring agreements is very common in rougher country like this, where neighbors can get along well and help each other out at brandings and gatherings. Currently, the owner is offering a long-term lease-back that would be the management of the elk habitat. Their rangeland consultant will work with new owner to incorporate food-plots on the lower hay fields that will draw and hold elk in the bottoms, keeping movement off the higher ridges and out of the timbers. Ideally, they would graze off-season while managing the native grasses and shrubs for abundant rut-season forage, including fire mitigation and fence maintenance. Water development and riparian-area enhancements will be part of the lessee's responsibility and management to ensure new owner has all the natural resources available for a successful hunt.

More of their program can be researched at www.goodgrazing.org

WATER RESOURCES

The Montana DNRC Water Rights Query can be found at <http://wrqs.dnrc.mt.gov/default.aspx>, or the Billings office can be contacted at (406)247-4415. Please consult with a licensed Montana water attorney for further clarification of these rights and claims.

Water Right numbers to research include: 43D-197715-00



REAL ESTATE TAXES

According to the Carbon County assessor's office, the approximate annual real estate taxes on the Elk Habitat at the Beartooth-Views Ranch are \$1,290 annually.

UTILITIES

- Electricity - On adjacent east property and available through Beartooth Electric Coop
- Gas/Propane - Rural propane delivery
- Communications - Ranging from no reception to 4G depending on location
- Water - See Montana Bureau of Mines and Geology's Water Information Center for a well map. Aqua Drilling Inc., located in Joliet, Montana may be an additional resource.
- Sewer - None
- Television - none

IMPROVEMENTS

- Solar pump on 80 ft well, produces human potable quality water. This well is yet to be registered with Montana DNRC.
- Road/trail improvements
- Six surface reservoirs (dirt tanks), including Water Right 43D-197715-00. The remaining reservoirs are yet to be recorded with MT DNRC



AIRPORT INFORMATION

Red Lodge, Montana: Located just one mile from Red Lodge, a 4,000-foot runway is available for private and non-commercial, chartered aircraft. More information can be obtained at www.airnav.com

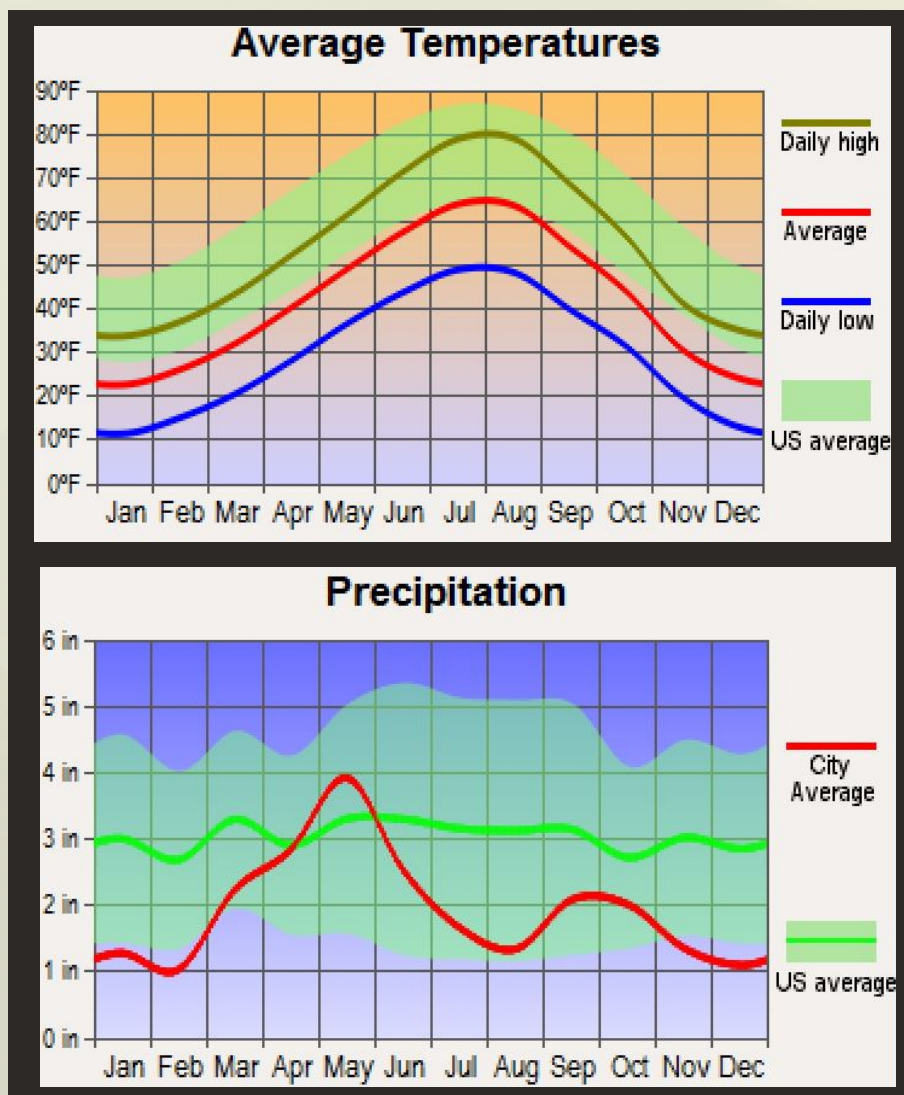
Laurel, Montana: Located in eastern Montana, this friendly, smalltown airport features two paved runways in excellent condition, both of which are lighted. A full service FBO is available. More information can be obtained at flylaurelmt.com.

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.



CLIMATE

According to the High Plains Regional Climate Center at the University of Nebraska, the average annual precipitation for the Red Lodge, Montana area is approximately 22.6 inches including 152.6 inches of snow fall. The average high temperature in January is 45 degrees, while the low is 11 degrees. The average high temperature in July is 88 degrees, while the low is 54 degrees. The charts to the right are courtesy of www.city-data.com.



COMMUNITY AMENITIES

Red Lodge, Montana: Probably needs no introduction as a world-class western destination. As an economic and business hub, Red Lodge is the Carbon County seat and located on Rock Creek at the base of the Beartooth Pass for immense tourist traffic to Yellowstone. Red Lodge is the quintessential western town, steeped in history of mining, agriculture, and recreationalist/conservationist cultures. A wide variety of amenities such as grocery, retail, supplies and business services such as agronomy management and consulting, legal, government, hospitality and small air travel.

Bridger, Montana: Known for its community support plus a new school, a post office and a co-op with fuel and propane, in addition to other amenities such as grocery, gas, and supply stores for ordinary needs.

Roberts & Joliet, Montana: The towns of Roberts & Joliet boast a “sense of community, small town pride, and great school system.” With average class sizes of less than 20 students, high education standards, 4H & FFA activities, civic leadership and inclusion to all sports, many who grew up from here believe it is the best place in the nation to have raised their children. Grocery, gas, cafes, and supply stores are available.

OFFERING PRICE

\$5,140,000

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 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).



CONDITIONS OF SALE

\$5,140,000

- I. All offers shall be:
 - A. in writing;
 - B. accompanied by an earnest money deposit check in the minimum amount of \$250,000 (Two-Hundred Fifty Thousand Dollars).

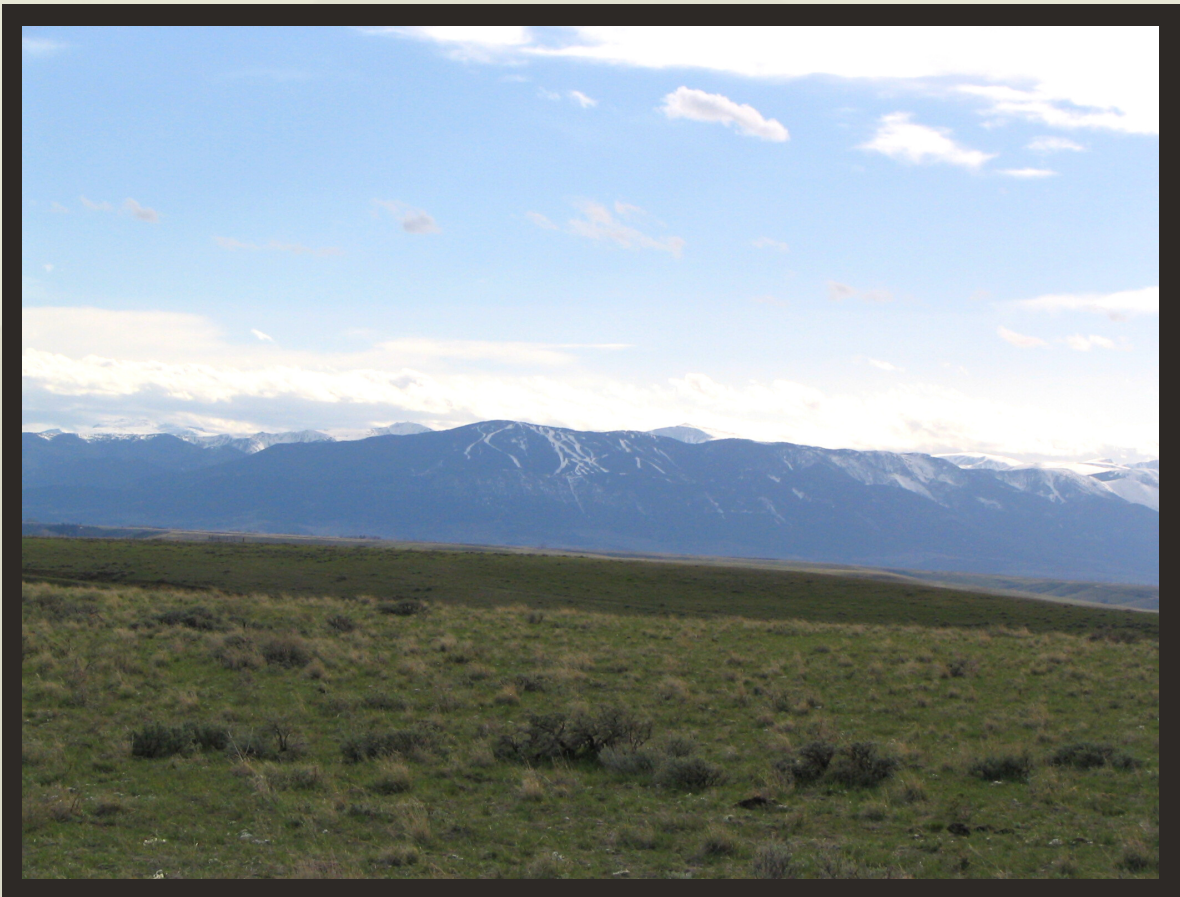
- II. All earnest money deposits will be deposited in the title company/closing agent's trust account.

- 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.



STATE LOCATION MAP



TOPO MAP



ORTHO MAP



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



Colter DeVries

Associate Broker,
Accredited Land Consultant (ALC)
REALTOR®



(406) 425-1027



Colter@Ranchinvestor.com

Licensed in WY, MT & CO

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

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.

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.

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.