



**CLARK & ASSOCIATES  
LAND BROKERS, LLC**

Specializing in Farm, Ranch, Recreational & Auction Properties

*Proudly Presents*



***Haystack Butte Ranch***  
***Belle Fourche, Butte County, South Dakota***

*The Haystack Butte Ranch, so named after the butte in the south-central part of the ranch, provides an opportunity to own a year-round ranch just north of the Black Hills of South Dakota.*

## LOCATION & ACCESS

The Haystack Butte Ranch is located approximately 45 miles northeast of Belle Fourche or 25 miles north of Newell. There is year-round access from paved South Dakota Highway 79 and Old Highway 79, a county gravel road. To access the ranch from Newell, travel north on Highway 79 for about 25 miles and the headquarters is on the west side of the Highway. From Belle Fourche, travel north on Highway 85 for 30 miles, then turn right onto Highway 168 for seven miles, then turn left onto Highway 79 for seven miles.

Several towns and cities in proximity to the property include:

Belle Fourche, South Dakota (population 5,594)	45 miles southwest
Newell, South Dakota (population 603)	25 miles south
Spearfish, South Dakota (population 10,494)	55 miles southwest
Sturgis, South Dakota (population 6,627)	50 miles south
Deadwood, South Dakota (population 1,270)	65 miles southwest
Rapid City, South Dakota (population 67,956)	80 miles south



### SIZE & DESCRIPTION

13,794± Acres Deeded  
636± Acres State of SD Lease  
966± Acres BLM Lease  
**15,396± Total Contiguous Acres**

The terrain of the ranch varies from gently rolling native rangeland to rougher areas around Haystack Butte. Brushy draws flow off of the butte providing natural protection for livestock and excellent habitat for wildlife. Both Battle Creek and the South Moreau River meander through the north part of the ranch. The owner uses this area as a winter pasture and has several winter waterers scattered through the pasture.



### LEASE INFORMATION

The Bureau of Land Management (BLM) leased land associated with the Ranch is 996 acres with an allocation of 302 AUMs. This is a custodial lease with grazing allowed throughout the year. BLM leases are renewable every ten years. The grazing fee for 2017 was \$1.87 per AUM for a total of \$564.74. The BLM office is located in Belle Fourche.

There is a lease with the South Dakota School and Public Lands on 636 acres. The annual lease amount is \$2,748.40. The lessee also pays the annual real estate taxes on the land. The present lease date was March 19, 2015 and the next renewal will be in 2025.

## WATER RESOURCES

A deep well provides water for domestic and livestock uses. According to the well log filed with the State, the well is 3,585 feet deep. There is a 25 GPM (gallon per minute) submersible pump set at 750 feet. The pump and controls were replaced in the summer 2017. There are miles and miles of pipelines connected to storage tanks and numerous livestock tanks. There are nine, 3,000-gallon, underground concrete storage tanks. The owners have been adding separate tanks at each tank site for the calves.

## CARRYING CAPACITY / RANCH OPERATIONS

The owners rate the Haystack Butte Ranch as a 650-cow year-round ranch. They have also been grazing 350 ewes with lambs each summer. The ranch is cross-fenced for flexible management and efficient grazing rotation. Approximately 400 acres of land can be hayed or grazed depending on moisture conditions. The hay land produces 1,500 bales- 1,300 to 1,400 pounds- in 2018. The owners winter graze the cows with lick barrels or cake and typically hay during calving. Supplemental hay may also be needed during the winter if snow conditions limit grazing. The property has good natural protection for livestock in the winter pastures. Fences are in above average condition.

“Carrying capacity can vary due to weather conditions and management practices. Interested parties should conduct their own analysis.”



## IMPROVEMENTS

The improvements on the ranch are considered above average for the area and support the livestock uses of the ranch. The ranch includes the following improvements:

The original ranch house was totally remodeled in 2009 with an addition being added in 2009. The house was rebuilt with materials for minimal maintenance. There are 2,272 sq. ft. on the main level with a full basement. The main level includes a master bedroom with a bathroom, a guest bedroom, a den/office and a bathroom. The basement includes bedrooms, a family room and a bathroom. There is also a deck off of the master bedroom. The front and back lawns have underground sprinklers and curbing for efficient mowing and maintenance. The house has stucco siding and a large covered deck. The oversized attached garage is 32' x 40'. It is insulated, sheet-rocked, and includes a heated concrete floor.

The 50' x 100' shop is insulated and has a heated concrete floor. It includes a smaller overhead door with two larger doors with one of them being the width of the building. There is also a 4,800 square feet Quonset along with a good set of working corrals and pens.

There are three calving barns totaling approximately 11,000 to 12,000 square feet. One of the calving barns includes a heated area for calving during periods of extremely cold weather. All calving pens will be included in the sale of the property. In the past, the owners have calved up to 600 bred heifers on the ranch.





## UTILITIES

Electricity – Grand Electric.

Gas/Propane – Several area providers.

Communications – High speed fiber optic cable.

Television – Satellite networks available

## MINERAL RIGHTS

One-half of any and all mineral rights owned, if any, will transfer to the buyers of the ranch.

## RECREATION & WILDLIFE

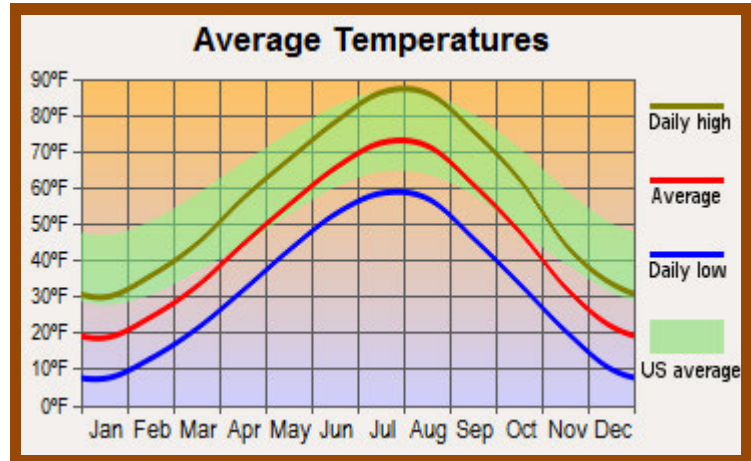
The ranch has exceptional wildlife habitat, especially for deer. The ranch is home to a large variety of wildlife to include trophy mule deer, whitetail deer, coyote, fox and birds of prey. The ranch is also a home to both sharptail grouse and sage grouse. A dam on the ranch offers excellent bass fishing.

The Black Hills of South Dakota, to the south, and the Slim Buttes of Custer National Forest, to the north, provides opportunity to roam public lands. The Black Hills offer trout fishing, hiking and skiing. Historic Deadwood has gaming and other activities throughout the year.



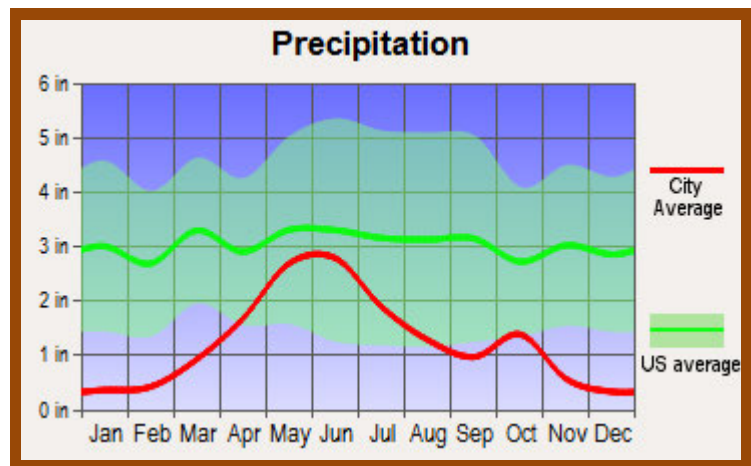
## CLIMATE

According to the High Plains Regional Climate Center at the University of Nebraska, the average annual precipitation for the Newell, South Dakota area is approximately 15.6 inches including 32 inches of snowfall. The average high temperature in January is 31 degrees, while the low is 7 degrees. The average high temperature in July is 87 degrees, while the low is 58 degrees. The charts to the right are courtesy of [www.city-data.com](http://www.city-data.com).



## COMMUNITY AMENITIES

Newell, South Dakota has all the amenities of a small, rural community including a retail center with gas stations, convenience stores, grocery store, K-12 school system, and a part-time medical clinic. Major employers include the Belle Fourche Irrigation District and Butte Electric Coop.



Belle Fourche, South Dakota is steeped in history and located on the northern end of the Black Hills. This one time gold rush and rendezvous town is now home to one of the largest livestock markets in the area and is known as the center of the bentonite mining industry. The city's western heritage can still be found in its downtown area's architecture where many of the buildings now contain outstanding antique shops. Belle Fourche has a K-12 school, numerous restaurants, two grocery stores, several professional services, parts stores, auto dealers, a farm machinery dealer, numerous banks, and several other businesses. Situated on the rim of the northern Black Hills, Belle Fourche is laced by rivers that come together to form western South Dakota's largest reservoir at Orman Dam. For more information about this area, please visit [www.bellefourche.org](http://www.bellefourche.org).

Rapid City, the county seat for Pennington County, is the second largest city in the state of South Dakota and is located on the eastern side of the Black Hills. Thousands of visitors travel here every year to visit the many attractions, national parks and monuments found throughout the area. Rapid City is the home of Ellsworth Air Force Base which is northeast of the city. The city is also home to many colleges and technical schools, is a major medical care center for a five-state region, and has many cultural resources usually found only in much larger urban areas. For more information, please visit [www.rapidcitychamber.com](http://www.rapidcitychamber.com).

Commercial airline service is available at Rapid City, South Dakota. The following is information on local airports:

**Belle Fourche, South Dakota:** The Belle Fourche Municipal Airport is located four miles north of the city. For more information, visit [www.acukwik.com/airportinfo/KEFC](http://www.acukwik.com/airportinfo/KEFC).

- Hard Surface Runway is 60' X 4,501'
- Field Elevation 3,191'
- GPS Approaches
- Fuel Available: AVGAS ONLY

**Spearfish, South Dakota:** The Black Hills Airport in Spearfish is located five miles east of the city. For more information, visit [www.acukwik.com/AirportInfo/KSPF](http://www.acukwik.com/AirportInfo/KSPF).

- Hard Surface Runway is 75' X 6,401'
- Field Elevation 3,933'
- GPS NDB Approaches
- Fuel Available: AVGAS JET

**Rapid City, South Dakota:** The Rapid City Regional Airport is located eight miles southeast of Rapid City, South Dakota. This is a commercial airport offering daily flights from Allegiant Air, American, Delta, and United. For specific information about the airport, flight schedules, amenities as well as relevant links about Rapid City and the surrounding area, visit: <http://www.rcgov.org/Airport>.





OFFERING PRICE  
**Reduced Price \$10,700,000**

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 \$500,000 (Five hundred thousand and no/100 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 Black Hills Title Company'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.



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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:** South Dakota 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.**

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## STATE LOCATION MAP



## NOTES

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

## HAYSTACK BUTTE RANCH ORTHO MAP

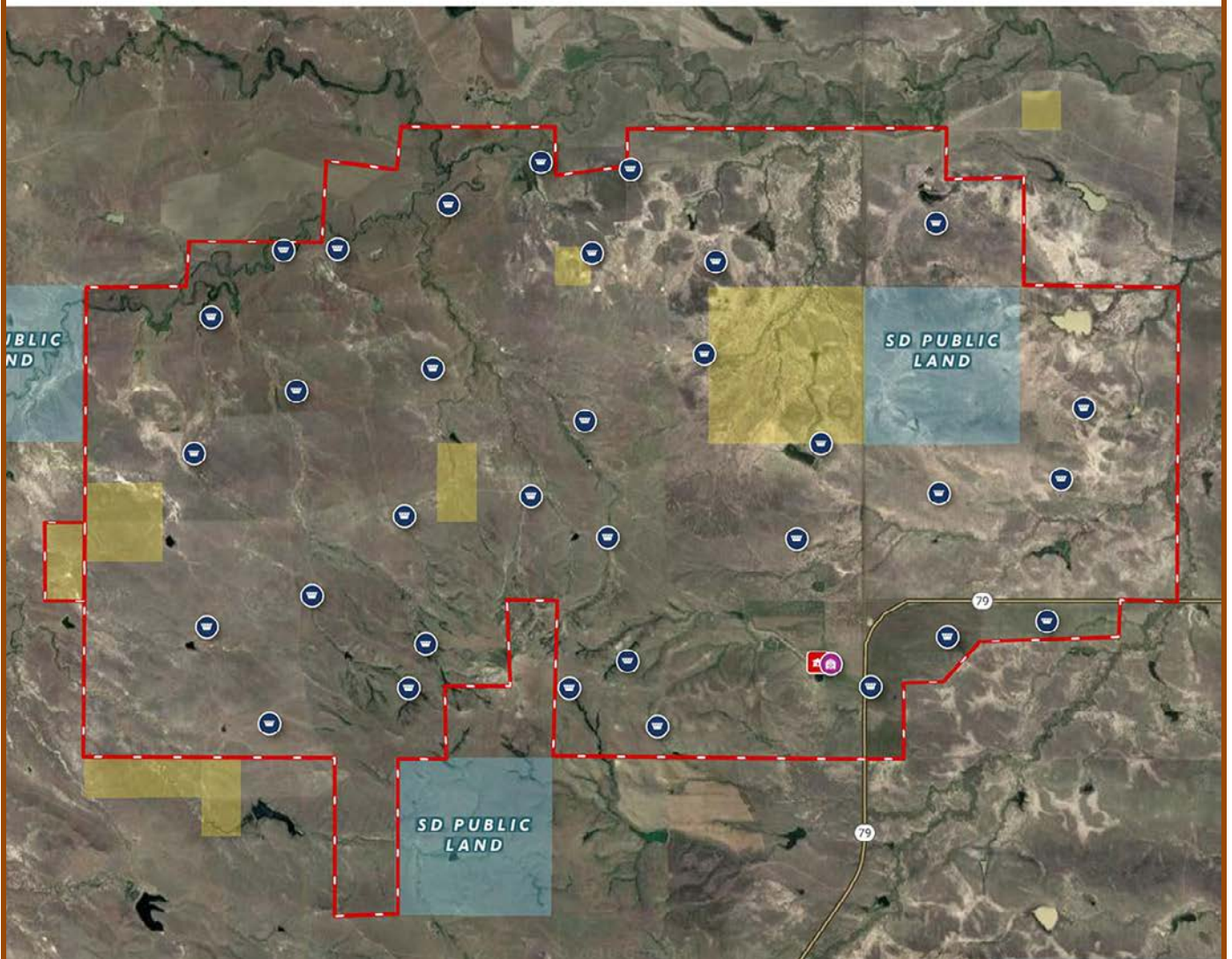


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**HAYSTACK BUTTE RANCH**  
Newell, Butte County, South Dakota

13,794± Deeded Acres  
636± State of SD Lease Acres  
996± BLM Lands Acres  
15,426± Total Acres

This map is a visual aid only. Accuracy is not guaranteed.



## HAYSTACK BUTTE RANCH TOPO MAP



CLARK & ASSOCIATES  
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### **HAYSTACK BUTTE RANCH**

Newell, Butte County, South Dakota

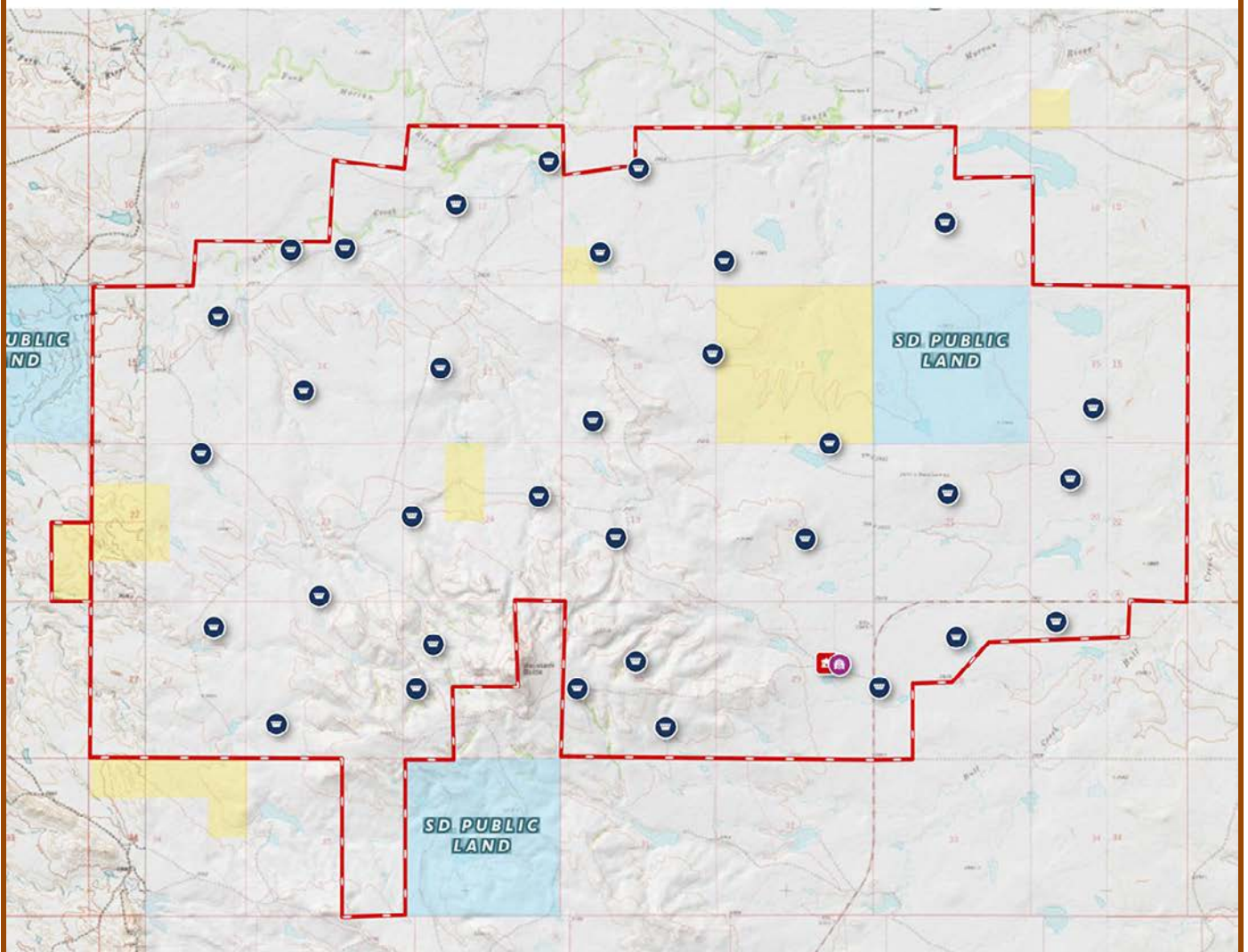
13,794± Deeded Acres

636± State of SD Lease Acres

996± BLM Lands Acres

15,426± Total Acres

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



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Associate Broker

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Licensed in SD, WY, MT & NE

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736 South Main Street • PO Box 47  
Lusk, WY 82225

**Hulett, WY Office**

16 Strawberry Hill Road • PO Box 159  
Hulett, WY 82720

**Billings & Miles City, MT Offices**

6806 Alexander Road  
Billings, MT 59105

**Buffalo, WY Office**

9 Twin Lakes Lane  
Buffalo, WY 82834

**Belle Fourche, SD Office**

515 National Street • PO Box 307  
Belle Fourche, SD 57717

**Torrington, WY Office**

2210 Main St  
Torrington, WY 82240

**Douglas, WY Office**

PO Box 1395, Douglas, WY 82633  
1878 N Glendo Hwy, Glendo, WY 82213

**Greybull, WY Office**

3625 Greybull River Road, PO Box 806  
Greybull, WY 82426

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Licensed in WY

## REAL ESTATE RELATIONSHIPS DISCLOSURE

South Dakota real estate brokers are required to develop and maintain a written office policy that sets forth agency and brokerage relationships that the broker may establish. The broker must disclose in writing the types of agency and brokerage relationships the broker offers to consumers and to allow a consumer the right to choose or refuse among the various real estate relationships. The following real estate relationships are permissible under South Dakota law.

**Single Agent-Seller's/Landlord's Agent:** Works on behalf of the seller/landlord and owes duties to the seller/landlord, which include good faith, loyalty, and fidelity. The agent will negotiate on behalf of and act as an advocate for the seller/landlord. The agent may not disclose confidential information without written permission of the seller or landlord.

**Single Agent-Buyer's/Tenant's Agent:** Works on behalf of the buyer/tenant and owes duties to the buyer/tenant which include good faith, loyalty, and fidelity. The agent will negotiate on behalf of and act as an advocate for the buyer/tenant. The agent may not disclose confidential information without written permission of the buyer or tenant.

**Disclosed Limited Agent:** Works on behalf of more than one client to a transaction, requiring the informed written consent of the clients before doing so. A limited agent may not disclose confidential information about one client to another without written permission releasing that information. While working to put the transaction together, agents in a limited agency transaction cannot negotiate nor advocate solely on behalf of either the seller/landlord or buyer/tenant. A limited agent may not be able to continue to provide other fiduciary services previously provided to the client.

**Appointed Agent:** Works on behalf of the seller/landlord or buyer/tenant and owes the same duties to the client as that of a single agent. A seller/landlord or buyer/tenant with an appointed agency agreement is represented by agents specifically named in the agreement. Any agents of the firm not named in the agreement do not represent the seller/landlord or buyer/tenant. The named appointed agent acts solely on behalf of his or her client and may only share confidential information about the client with the agent's responsible broker or the broker's designated broker who is also named in the agreement. Other agents in the firm have no duties to the seller/landlord or buyer/tenant and may act solely on behalf of another party in the transaction. The responsible broker and the broker's designee act as a disclosed limited agent when appointed agents within the same firm are representing their respective clients in the same transaction.

**Transaction Broker:** Exercises reasonable skill and care in assisting one or more parties with a real estate transaction without being an advocate for any party. Although the transaction broker will help facilitate the transaction, the licensee will serve as a neutral party, offering no client-level services (such as negotiation) to the customer. The transaction broker may not disclose confidential information about a party to another without written permission releasing that information.

**Duties of a buyer, tenant, landlord, or seller:** The duties of the real estate licensees in a real estate transaction do not relieve a party to a transaction from the responsibility to protect the party's own interests. Persons should carefully read all documents to ensure that they adequately express their understanding of the transaction. If legal or tax advice is desired, consult a competent professional in that field.

**All real estate licensees must provide disclosure of all actually known adverse material facts about the subject property or a party's ability to perform its obligations.**

**South Dakota law requires a written agreement which sets forth the duties and obligations of the parties as described in the brokerage relationships itemized above.**

The office policy of \_\_\_\_\_ (company) is to offer only those services marked above.

By \_\_\_\_\_ (licensee)

**Acknowledgment:** I have been presented with an overview of the brokerage relationship options available and hereby acknowledge receipt of:

Real Estate Relationships Disclosure form

Consumer Real Estate Information Guide (residential property sales transaction only)

I understand that receipt of these materials is for disclosure purposes only and does not constitute a contract or agreement with the licensee.

Signature \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_ am/pm

Signature \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_ am/pm

**By marking a box and signing below, it is understood that the consumer is working without the benefit of client or transaction broker representation.**

Buyer/tenant understands that Broker is not representing Buyer/Tenant as a client or working with Buyer/Tenant as a transaction broker. Buyer further understands that Broker is acting as agent for the seller or is assisting the seller as a transaction broker.

Seller/Landlord understands that Broker is not representing Seller/Landlord as a client or working with Seller/Landlord as a transaction broker. Seller further understands that Broker is acting as agent for the buyer or is assisting the buyer as a transaction broker.

Signature(s) \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_ am/pm