

Specializing in Farm, Ranch, Recreational & Auction Properties

Proudly Presents



KUNERTH RANCH

Aladdin, Crook County, Wyoming

The Kunerth Ranch consists of 927± deeded acres and is a great combination of productive ranch land and recreational splendor with tremendous access to the Wyoming and South Dakota Black Hills.

HISTORY OF THE RANCH

There is a portion of this ranch that has never been sold since the patent was issued by the United States Government. The Kunerth ancestors homesteaded the "home quarter" in 1907. The Kunerth family added on land over the years and now they are offering the 927 acres for sale.

LOCATION & ACCESS

Located approximately 10 miles northeast of Aladdin, Wyoming and 15 miles west of Belle Fourche, South Dakota, the Kunerth Ranch is located approximately five miles north of paved State Highway 24 to Mona Road, a well-maintained county road. To access the ranch, you will travel east of Aladdin on State Highway 24 approximately 5.4 miles to Hay Creek Road; turn left on Hay Creek Road and travel approximately 4.9 miles north to Mona Road; turn right on Mona Road and travel approximately one-half mile to the south end of the property.

Mileage from Kunerth Ranch to surrounding towns is as follows:

Aladdin, Wyoming (unincorporated)

Belle Fourche, South Dakota (population 5,594)

Sundance, Wyoming (population 1,182)

Hulett, Wyoming (population 383)

Spearfish, South Dakota (population 10,494)

Rapid City, South Dakota (population 67,956)

Gillette, Wyoming (population 29,087)

10 miles southwest

32 miles southwest

28 miles southeast

70 miles southeast

94 miles southwest



SIZE AND DESCRIPTION

The Kunerth Ranch consists of 927± deeded acres. The terrain of the Kunerth Ranch consists of deep pine and oak tree-lined canyons and open well-sodded draws and vistas that reminds you that you are home in the Black Hills of Wyoming. With a variety of terrain that is typical for the Black Hills, this ranch provides some tremendous year-round wildlife habitat.

The property is fenced and cross fenced with mostly four and five strands of barbed wire.



LEASE INFORMATION

The Kunerth Ranch is 100% deeded and is not subject to any leases.

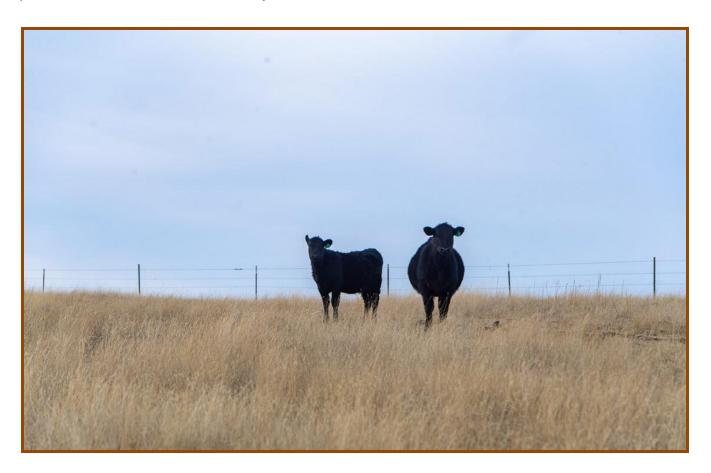
SOILS

- Bonjea-Chugcreek-Rock outcrop complex, 3 to 15 percent slopes 3.7%
- Bonjea-Rock outcrop-Chugcreek complex, 15 to 40 percent slopes 17.7%
- Boyle-Rock outcrop complex, 5 to 25 percent slopes 20.2%
- Boyle-Lininger association, 1 to 15 percent slopes 31.9%
- Dalecreek-Kovich complex, 0 to 9 percent slopes 6.5%
- Rock outcrop-Bonjea complex, 40 to 60 percent slopes 10.2%
 Rock outcrop-Cathedral complex, 20 to 40 percent slopes 9.7%

CARRYING CAPACITY / RANCH OPERATIONS

The current owners of the Kunerth Ranch lease the grazing rights on the property to a neighboring rancher. This is a year-to-year lease and could either be continued or discontinued by the new owners depending on their objectives. Typical stocking rates in the area for a $4 \frac{1}{2}$ - 5-month grazing season would be 90 head of cow calf pairs or 125 head of yearlings depending on moisture conditions.

NOTE: "Carrying capacity can vary due to weather conditions and management practices. Interested parties should conduct their own analysis."



REAL ESTATE TAXES

According to the Crook County Assessor, the 2020 real estate taxes on the ranch are \$638.82

MINERAL RIGHTS

Although a formal mineral search has not been conducted, the Sellers plan to reserve all, if any, mineral rights associated with the subject property and owned by the seller.

WATER RESOURCES

There are two wells located on the property, one with an electric pump and one is a flowing well. A complete water search will be conducted to determine the status of the water rights and will be made available to prospective Buyers upon request.



UTILITIES

Electricity – Powder River Energy
Gas/Propane – Local Providers
Communications – RT Communications, Verizon, AT&T
Water – Private Well
Sewer – Private Septic
Television – Satellite

IMPROVEMENTS

There is a very modest set of improvements located on the property which include a 1912 one and half story 868 square foot house and a detached one car garage/storage space. All of the structures on the property are in a state of deferred maintenance.





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RECREATION & WILDLIFE

The ranch offers numerous recreational activities including hunting, trail riding, four-wheeling, or just observing wildlife in its natural habitat. Hunting opportunities include whitetail deer, mule deer, elk, and wild turkey. Other wildlife found on the ranch includes bobcat, coyote, birds of prey, and the occasional mountain lion.





Kunerth Ranch Page 7

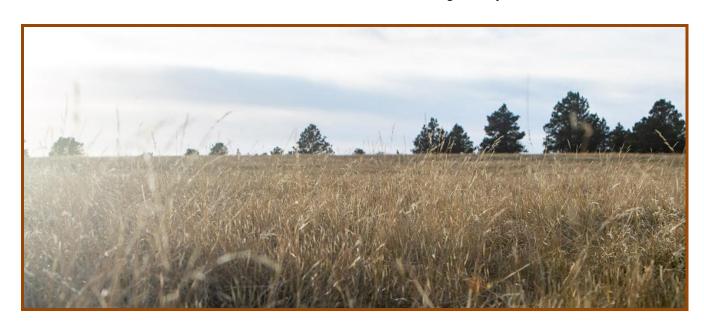
COMMUNITY AMENITIES

ALADDIN, WYOMING, population 15, is home to a rare and well-preserved example of late 19th century vernacular mercantile architecture, and one of five 19th century mercantile stores left in the state which represent the settlement and economic development period of the times. Dating back to 896, the General Store has proven to be quite a popular place for anyone to stop and visit as they travel to Devils Tower. They just cannot pass by without resting a bit and enjoying refreshment while sitting on the front porch

HULETT, WYOMING, population 408, was established in 1896 as a ranching and timber community. Nestled in the heart of the Bear Lodge Mountains, the area is rich in history and defined by the beauty and tradition of the American West. Hulett offers a friendly, hometown atmosphere with all the desirable amenities of a traditional, rural, Wyoming town with an excellent school system, (K-12), bank, medical clinic, churches, restaurants, motels, and more. For more information, please visit <u>www.hulett-wyoming.com</u>.

SUNDANCE, WYOMING, population 1,161, is located between Devils Tower and Mount Rushmore in the heart of the Wyoming Black Hills along Interstate 90 between Rapid City, South Dakota and Gillette, Wyoming. It is approximately 32 miles southwest of the Oak Creek Ranch. Unparalleled scenery, adventure, and history abound throughout the area. Walk in the footsteps of the Sundance Kid (this is where he got the name) and discover breathtaking monuments and natural beauty. Sundance has a full retail center, school, hospital, and is the county seat for Crook County.

BELLE FOURCHE, SOUTH DAKOTA, population 5,594, 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 as well as 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. Located just north of I-90 on Hwy 85 at the Center of the Nation, Belle Fourche is known and the northern gateway to the Black Hills.



AIRPORT INFORMATION

Gillette, Wyoming: The Campbell County Airport has daily commercial flights operated by Great Lakes Airlines with direct connecting flights to United and Frontier Airlines. The website for the Campbell County Airport is http://ccg.co.campbell.wy.us/departments/airport, and for complete aeronautical information, please visit: http://www.airnav.com/airport/KGCC.

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, Delta, United, and Northwest Airlines. 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/pages.

Belle Fourche, South Dakota: The Belle Fourche Municipal Airport is located four miles north of the city. Additional information and data:

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

For more information, visit http://www.acukwik.com/airportinfo/KEFC.

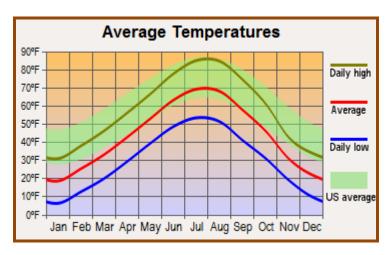
Spearfish, South Dakota: The Black Hills Airport in Spearfish is located five miles east of the city. Additional information and data:

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



CLIMATE

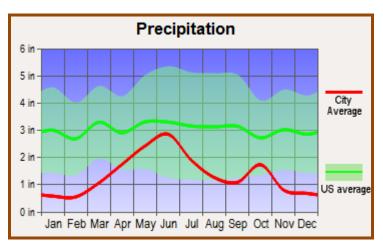
According to the High Plains Regional Climate Center at the University of Nebraska, the average annual precipitation for the Hulett, Wyoming area is approximately 17.5 inches including 49.5 inches of snow fall. The average high temperature in January is 34 degrees, while the low is 12 degrees. The average high temperature in July is 86 degrees, while the low is 55 degrees. The charts to the right are courtesy of www.city-data.com.



STATE OF WYOMING

Wyoming is a state that offers an incredible diversity of activities, geography, climate, and history. Just a territory in 1869, Wyoming became the state's state in 1890. The population is 563,626, and provides a variety of opportunities and advantages for persons wishing to establish residency.

Wyoming's energy costs are the second lowest in the nation, and the cost of living



index is below the national average. Wyoming ranks among the top ten in the entire United States for educational performance. There is no state income tax, and Wyoming offers an extremely favorable tax climate:

- No personal income tax
- No corporate income tax
- No gross receipts tax
- No inventory tax

- Low retail sales tax
- Low property tax
- Favorable inheritance tax
- Favorable unemployment tax

According to Michael B. Sauter, Alexander E. M. Hess, Samuel Weigley, and Ashley C. Allen of 24/7 Wall Street, Wyoming is a model of good management and a prospering population. The state is particularly efficient at managing its debt, owing the equivalent of just 20.4% of annual revenue in fiscal 2010. Wyoming also has a tax structure that, according to the Tax Foundation, is the nation's most-favorable for businesses - it does not have any corporate income taxes. The state has experienced an energy boom in recent years. The mining industry, which includes oil and gas extracting, accounted for 29.4% of the state's GDP; more than in any other state. As of last year, Wyoming's poverty, home foreclosure, and unemployment rates were all among the lowest in the nation.

OFFERING PRICE

\$1,890,000

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).



CONDITIONS OF SALE

- I. All offers shall be:
 - A. in writing;
 - B. accompanied by an earnest money deposit check in the minimum amount of \$90,000 (Ninety 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.

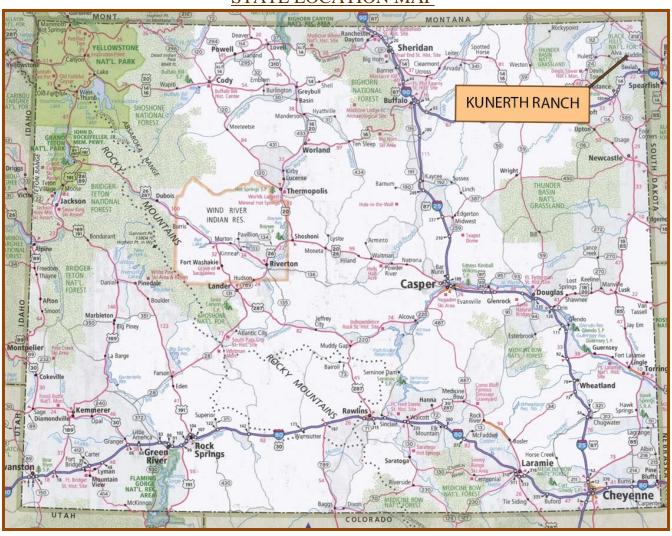
Boundaries shown on accompanying maps are approximate based on the legal description and may not indicate a survey. Maps are not to scale and are for visual aid only. Their accuracy is not guaranteed.



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: Wyoming 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.

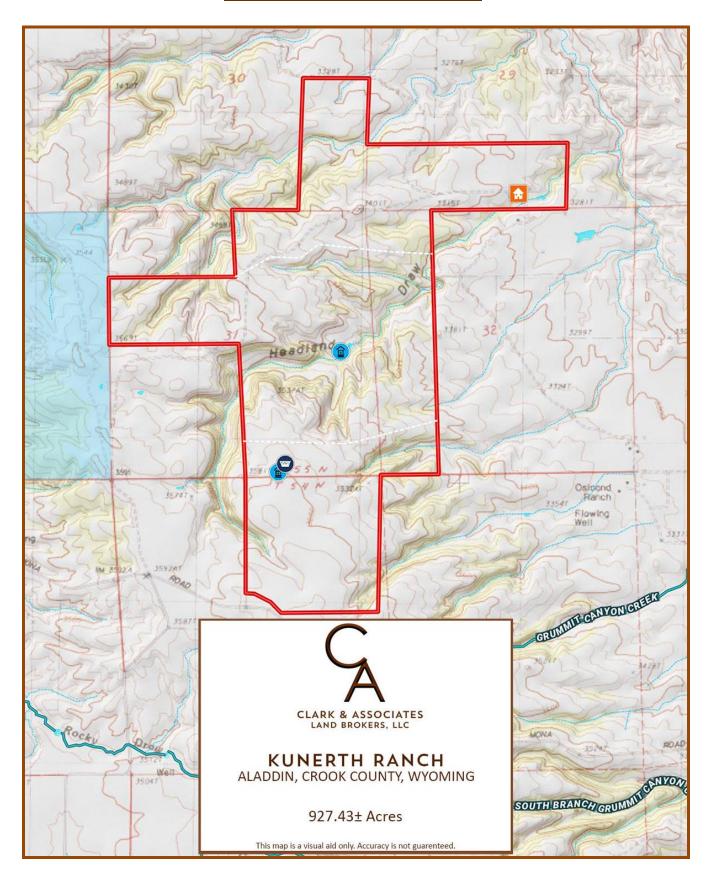
STATE LOCATION MAP



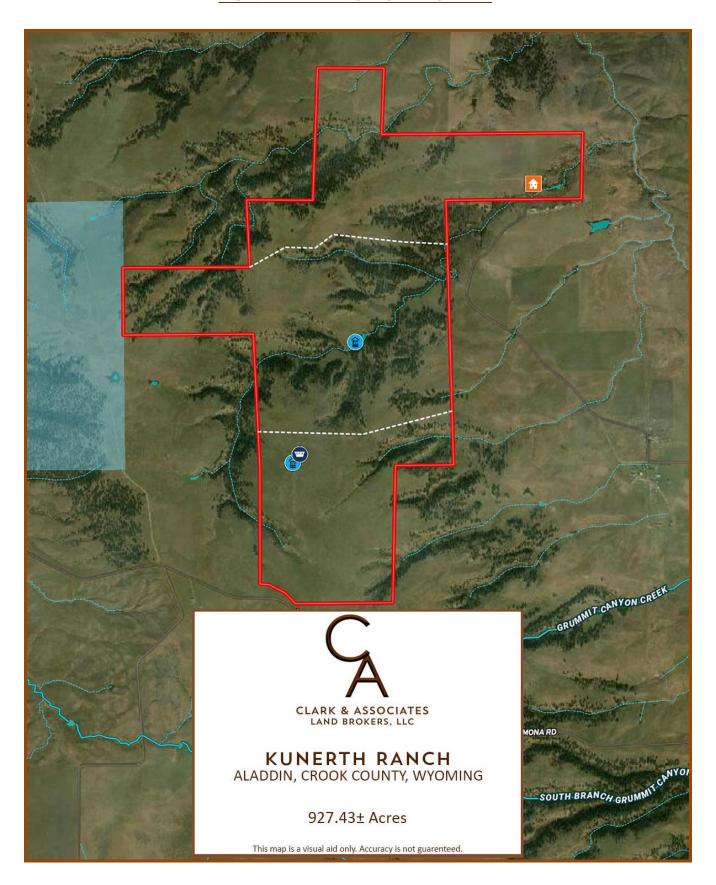
NOTES

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KUNERTH RANCH TOPO MAP



KUNERTH RANCH ORTHO MAP



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



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Clark & Associates Land Brokers, LLC

Specializing in Farm, Ranch, Recreational & Auction Properties

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Buffalo, WY Office

879 Trabing Road Buffalo, WY 82834

Billings/Miles City, MT Offices

6806 Alexander Road Billings, MT 59105

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

Wheatland, WY Office

4398 Palmer Canyon Road Wheatland, WY 82201

Greybull, WY Office

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

Cory G. Clark - Broker / Owner

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Denver Gilbert - Associate Broker / Owner

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Jon Keil - Associate Broker

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Ken Weekes - Sales Associate

(307) 272-1098 ~ kenrweekes@gmail.com Licensed in WY

IMPORTANT NOTICE

Clark & Associates Land Brokers, LLC

(Name of Brokerage Company)

REAL ESTATE BROKERAGE DISCLOSURE

When you select a Real Estate Broker Firm, Broker or sales person (all referred to as "Broker") to assist you in a real estate transaction, the Broker may do so in one of several capacities. In accordance with Wyoming's Brokerage Relationships Act, this notice discloses the types of working relationships that are available to you.

Seller's Agent. (Requires written agreement with Seller)

If a Seller signs a written listing agreement with a Broker and engages the Broker as a Seller's agent, the Broker represents the Seller. On properties listed with other brokerage companies, the Broker may work as an agent for the Seller if the Seller agrees to have the Broker work as a subagent. As an agent or subagent for the Seller, the Broker represents the Seller and owes the Seller a duty of utmost good faith, loyalty, and fidelity in addition to the **obligations** enumerated below for Intermediaries. Wyo. Stat. § 33-28-303(a). The Seller may be vicariously liable for the acts of the Seller's Agent or Seller's subagent that are approved, directed or ratified by the Seller.

Customer. (No written agreement with Buyer)

A customer is a party to a real estate transaction who has established no intermediary or agency relationship with any Broker in that transaction. A Broker may work as an agent for the Seller treating the Buyer as a customer or as an agent for the Buyer treating the Seller as a customer. Also when a Buyer or Seller is represented by another Broker, a Broker may work with the other Buyer or Seller as a customer, having no written agreement, agency or intermediary relationship with either party. A Broker working with a customer shall owe no duty of confidentiality to a customer. Any information shared with Broker may be shared with the other party to the transaction at customer's risk. The customer should not tell the Broker any information which the customer does not want shared with the other party to the transaction. The customer should not tell the Broker any information which the customer does not want shared with the other party to the transaction. The Broker must treat the customer honestly and with fairness disclosing all material matters actually known by the Broker. The Broker owes the customer the **obligations** enumerated below for Intermediaries which are marked with asterisks. W.S. § 33-28-310(a).

Buyer's Agent. (Requires written agreement with Buyer)

If a Buyer signs a written Buyer Agency Agreement with a Broker, the Broker will act as an agent for the Buyer. If so, the Broker represents the Buyer and owes the Buyer a duty of utmost good faith, loyalty and fidelity in addition to the **obligations** enumerated below for Intermediaries. The Buyer may be vicariously liable for the acts of the Buyer's Agent that are approved, directed or ratified by the Buyer. As a Buyer's Agent, Wyoming law requires the Broker to disclose to potential Sellers all adverse material facts, which may include material facts regarding the Buyer's financial ability to perform the terms of the transaction. Wyo. Stat. § 33-28-304(c). As a Buyer's Agent, the Broker has duties to disclose to the Buyer certain information; therefore, the Seller should not tell the Broker any information which the Seller does not want shared with the Buyer.

Intermediary. (Requires written agreement with Seller and/or Buyer)

The Intermediary relationship is a non-agency relationship which may be established between a Broker and a Seller and/or a Broker and a Buyer. A Seller may choose to engage a Broker as an Intermediary when listing a property. A Buyer may also choose to engage a Broker as an Intermediary. An Intermediary shall not act as an agent or advocate for any party and shall be limited to providing those services set forth below. Wyo. Stat. § 33-28-305.

As an Intermediary (Non-Agent), Broker will not represent you or act as your agent. The parties to a transaction are not legally responsible for the actions of an Intermediary and an Intermediary does not owe the parties the duties of an agent, including the fiduciary duties of loyalty and fidelity. Broker will have the following **obligations** to you:

- perform the terms of any written agreement made by the Intermediary with any party or parties to the transaction;
- exercise reasonable skill and care;*

- advise the parties to obtain expert advice as to material matters about which the Intermediary knows but the specifics of which are beyond the expertise of the Intermediary;*
- present all offers and counteroffers in a timely manner;*
- account promptly for all money and property the Broker received;*
- keep you fully informed regarding the transaction;*
- obtain the written consent of the parties before assisting the Buyer and Seller in the same real estate transaction as an Intermediary to both parties to the transaction;
- assist in complying with the terms and conditions of any contract and with the closing of the transaction;*
- disclose to the parties any interests the Intermediary may have which are adverse to the interest of either party;
- disclose to prospective Buyers, known adverse material facts about the property;*
- disclose to prospective Sellers, any known adverse material facts, including adverse material facts pertaining to the Buyer's financial ability to perform the terms of the transaction;*
- disclose to the parties that an Intermediary owes no fiduciary duty either to Buyer or Seller, is not allowed to negotiate on behalf of the Buyer or Seller, and may prohibited from disclosing information about the other party, which if known, could materially affect negotiations in the real estate transaction.

As Intermediary, the Broker will disclose all information to each party, but will not disclose the following information without your informed consent:

- the motivating factors for buying or selling the property;
- · that you will agree to financing terms other than those offered, or
- any material information about you, unless disclosure is required by law or if lack of disclosure would constitute dishonest dealing or fraud.

<u>Change From Agent to Intermediary – In – House Transaction</u>

If a Buyer who has signed a Buyer Agency Agreement with the Broker wants to look at or submit an offer on property Broker has listed as an agent for the Seller, the Seller and the Buyer may consent in writing to allow Broker to change to an Intermediary (non-agency) relationship with both the Buyer and the Seller. Wyo. Stat. § 33-28-307.

An established relationship cannot be modified without the written consent of the Buyer or the Seller. The Buyer or Seller may, but are not required to, negotiate different commission fees as a condition to consenting to a change in relationship.

<u>Designated Agent.</u> (requires written designation by the brokerage firm and acknowledgement by the Buyer or Seller)

A designated agent means a licensee who is designated by a responsible broker to serve as an agent or intermediary for a Seller or Buyer in a real estate transaction. Wyo. Stat. \S 33-28-301 (a)(x).

In order to facilitate a real estate transaction a Brokerage Firm may designate a licensee as your agent or intermediary. The Designated Agent will have the same duties to the Buyer and Seller as a Buyer's or Sell's Agent or Intermediary. The Broker or an appointed "transaction manager" will supervise the transaction and will not disclose to either party confidential information about the Buyer or Seller. The designation of agency may occur at the time the Buyer or Seller enters into an agency agreement with the Brokerage Firm or the designation of agency may occur later if an "in house" real estate transaction occurs. At that time, the Broker or "transaction manager" will immediately disclose to the Buyer and Seller that designated agency will occur.

Duties Owed by An Agent But Not Owed By An Intermediary.

WHEN ACTING AS THE AGENT FOR ONE PARTY (EITHER BUYER OR SELLER), BROKER HAS FIDUCIARY DUTIES OF UTMOST GOOD FAITH, LOYALTY, AND FIELITY TO THAT ONE PARTY. A BROKER ENGAGED AS AN INTERMEDIARY DOES NOT REPRESENT THE BUYER OR THE SELLER AND WILL NOT OWE EITHER PARTY THOSE FIDUCIARY DUTIES. HOWEVER, THE INTERMEDIARY MUST EXERCISE REASONABLE SKILL AND CARE AND MUST COMPLY WITH WYOMING LAW. AN INTERMEDIARY IS NOT AN AGENT OF ADVOCATE FOR EITHER PARTY. SELLER AND BUYER SHALL NOT BE LIABLE FOR ACTS OF AN INTERMEDIARY, SO LONG AS THE INTERMEDIARY COMPLIES WITH THE REQUIREMENTS OF WYOMING'S BROKERAGE RELATIONSHIPS ACT. WYO. STAT. § 33-28-306(a)(iii).

THIS WRITTEN DISCLOSURE AND ACKNOWLEDGMENT, BY ITSELF, SHALL NOT CONSTITUTE A CONTRACT OR AGREEMENT WITH THE BROKER OR HIS/HER FIRM. UNTIL THE BUYER OR SELLER EXECUTES THIS DISCLOSURE AND ACKNOWLEDGEMENT, NO REPRESENTATION AGREEMENT SHALL BE EXECUTED OR VALID. WYO. STAT. § 33-28-306(b).

NO MATTER WHICH RELATIONSHIP IS ESTABILSHED, A REAL ESTATE BROKER IS NOT ALLOWED TO GIVE LEGAL ADVICE. IF YOU HAVE QUESTIONS ABOUT THIS NOTICE OR ANY DOCUMENT IN A REAL ESTATE TRANSACTION, CONSULT LEGAL COUNSEL AND OTHER COUNSEL BEFORE SIGNING.