



Wetering Property

Piedmont, Meade County, SD

Offered in Two Parcels or in Its Entirety:

North Parcel: 20 +/- Acres | \$350,000

South Parcel: 20 +/- Acres | \$869,000





Wetering Property

Piedmont, Meade County, SD

Offered in (2) 20-Acre Tracts or in Its Entirety



Executive Summary:

Nestled in the Piedmont Valley on Little Elk Creek, this two-parcel acreage offers not only a peaceful retreat but also gorgeous Black Hills views, creek frontage, and convenient access. South Parcel Improvements include a 4 bed/3 bath 3492 sq.ft. home, Morton building, loafing shed and horse barn.

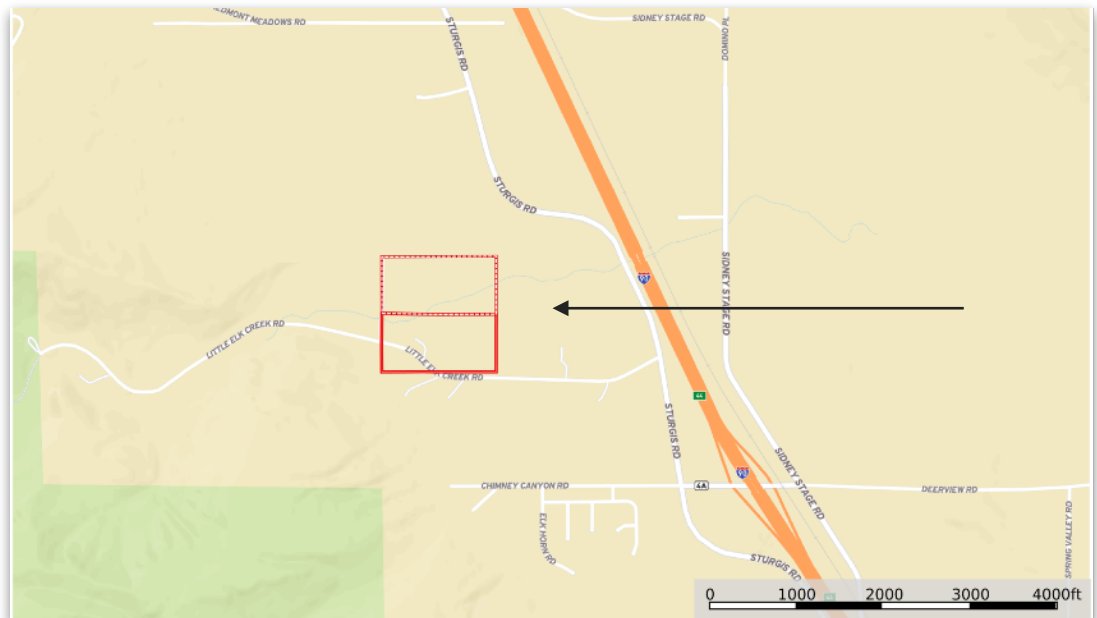


Location:

Property address: 11490 Little Elk Cr Rd, Piedmont, SD 57769

The Wetering Property is located in Meade County, SD, just a short 16 miles from Rapid City, SD.

Directions from Rapid City: Travel I-90 W to exit 44, Deerview Rd in Piedmont and turn left to follow Deerview Rd for 0.2 miles. Then turn right at the 2nd cross street onto Sturgis Rd for 0.3 miles, and then left onto County Hwy Mc-4a/Little Elk Creek Rd for 0.6 miles until you reach 11490 Little Elk Creek Rd.





Locale:

The scenic Piedmont Valley stretches 25 miles between Rapid City and Sturgis. The towns of Piedmont, Summerset and Black Hawk are along the route, with Interstate 90 running through the Valley and the Black Hills National forest to the west.

Rich in history, the town of Piedmont dates back to 1890, with approximately 1,000 people residing in the immediate area. The town supports numerous small businesses in tourism, transportation, and construction. Piedmont boasts a highly rated Elementary School, and a newly-built Meade County middle school is just a few miles away. The area provides several churches and a vibrant community life.

Tourism abounds as the area is nestled in the Northern Black Hills region. Deadwood, SD is just 27 miles away, and Spearfish, SD just 33 miles away. Local resorts and campgrounds cater to vacationers, turkey hunters and outdoorsmen.

Natural history attractions are nearby, as the property lies only 2 miles from the Black Hills Petrified Forest and the geology-rich Little Elk Creek Canyon, and just over 5 miles from the Wonderland Cave.

Rapid City is the second largest city in South Dakota and offers all types of shopping, fine and casual dining, medical facilities and industry. Regional flight service is available 30 minutes away at the Rapid City Regional Airport.

The greater Black Hills region is a treasure-trove of not only natural beauty, but tourism as well, averaging 4 million visitors annually.

Ranked #1 by Forbes as the best state for business costs in 2019 and #1 by CNBC in 2021 for business friendliness, (<https://sdgoed.com/build-your-business/>) , SD is a business-friendly environment that encourages a secure economy, room to innovate and a reliable workforce.



Utilities:

Electric service is provided by Black Hills Energy.

Water:

Domestic water is provided by a 140' private well.

South Parcel- Improvements:

House

- 3492 sq.ft. of living space, original main house constructed 1984 with an addition added in 2013. 4 Bed/ 2 Bath total, addition includes handicap accessible master bedroom and bathroom with walk-in closet and great room.
- Heat and A/C is electric with circulating hot water.
- Garage is 24x24.

Outbuildings

- Morton Building - 36x45, 12' short wall with garage door, full concrete floor and 240 volt service
- Loafing Shed - 20x36, 3 unit
- Horse Barn - 26x40, 2 stalls, tack room and storage room with full concrete floor except in stalls
- High fence hay corral

**Access:**

Access is provided by Little Elk Creek Rd., a county gravel road that extends from Sturgis Rd., just off of Interstate 90.

Taxes:

2021 taxes payable in 2022 are \$6,021.26.

Price:

North Parcel: 20 +/- Acres | \$350,000

South Parcel: 20 +/- Acres | \$869,000

Or an an entire unit



Information obtained from sources deemed to be reliable, however is not guaranteed by the Sellers or Hewitt Land Company. Fences do not all follow the property boundaries.

For more information or to schedule a viewing, please contact:

JD Hewitt: jd@hewittlandcompany.com | (605) 347-1100

Tanner Hewitt: tanner@hewittlandcompany.com | (605) 490-7952

Legal Description

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Meade County, SD

Exhibit A

Prepared by: Hewitt Land Company, Inc.

T3N, R6E, Meade County SD:

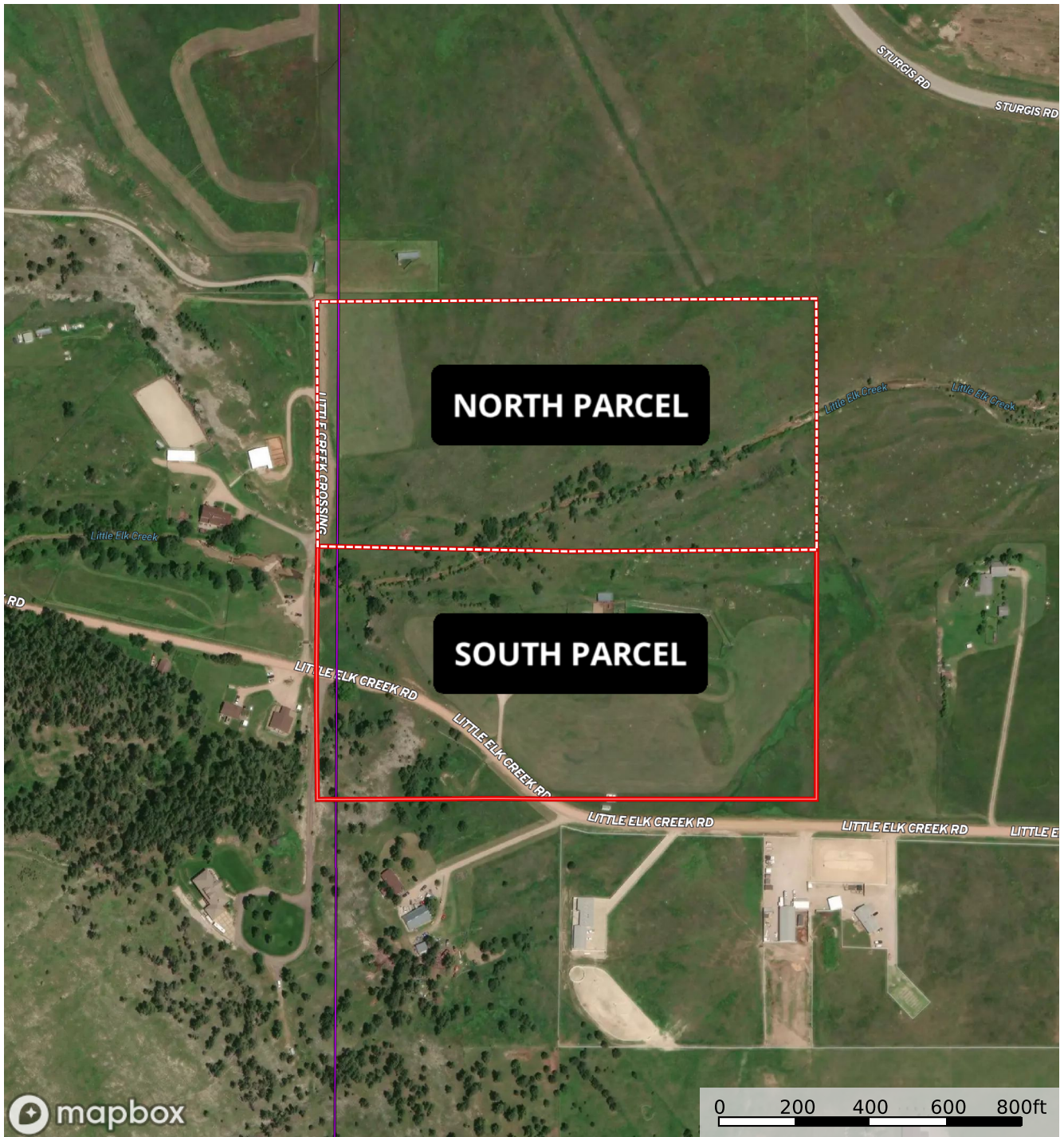
North Parcel: Section 4; N1/2NW1/4SW1/4 (consisting of 20 +/- acres)

South Parcel: Section 4; S1/2NW1/4SW1/4 and Tract A Hunter Subdivision
(consisting of 20 +/- acres, together with all improvements located thereon)



Wetering Property

Aerial Map



Boundary Boundary









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.

X 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.

X 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.

X 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 Hewitt Land Company, Inc. (company) is to offer only those services marked above.

By JD Hewitt (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 X Date _____ Time _____ am/pm

Signature X 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.

X 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

SELLER'S PROPERTY CONDITION DISCLOSURE STATEMENT

(This disclosure shall be completed by the seller. This is a disclosure required by law. If you do not understand this form, seek legal advice.)

Seller Duane & Judy Wetering Property Address: 11490 Little Elk Creek Rd

This Disclosure Statement concerns the real property identified above situated in the City of Piedmont
County of Meade, State of South Dakota.

THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE DESCRIBED PROPERTY IN COMPLIANCE WITH § 43-4-38. IT IS NOT A WARRANTY OF ANY KIND BY THE SELLER OR ANY AGENT REPRESENTING ANY PARTY IN THIS TRANSACTION AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PARTIES MAY WISH TO OBTAIN.

Seller hereby authorizes any agent representing any party in this transaction to provide a copy of this statement to any person or entity in connection with any actual or anticipated sale of the property.

IF ANY MATERIAL FACT CHANGES BEFORE CONVEYANCE OF TITLE TO THIS PROPERTY, THE SELLER MUST DISCLOSE SUCH MATERIAL FACT WITH A WRITTEN AMENDMENT TO THIS DISCLOSURE STATEMENT.

I. LOT OR TITLE INFORMATION

1. When did you purchase or build the home? 6-16-1993 08/2013 Addition

If the answer is yes to any of the following, please explain under additional comments or on an attached separate sheet.

2. Were there any title problems when you purchased the property? Yes ☐ No ☒
3. Are there any recorded liens or financial instruments against the property, other than a first mortgage?
Yes ☐ No ☒
4. Are there any unrecorded liens or financial instruments against the property, other than a first mortgage; or have any materials or services been provided in the past one hundred twenty days that would create a lien against the property under chapter 44-9?
Yes ☐ No ☒ Unknown ☐
5. Are there any easements which have been granted in connection with the property (other than normal utility easements for public water and sewer, gas and electric service, telephone service, cable television service, drainage, and sidewalks)? Yes ☐ No ☐ Unknown ☒
6. Are there any problems related to establishing the lot lines/boundaries? Yes ☐ No ☒ Unknown ☐
7. Do you have a location survey in your possession or a copy of the recorded plat? If yes, attach a copy.
Yes ☐ No ☒ Unknown ☐
8. Are you aware of any encroachments or shared features, from or on adjoining property (i.e. fences, driveway, sheds, outbuildings, or other improvements)? Yes ☐ No ☒
9. Are you aware of any covenants or restrictions affecting the use of the property in accordance with local law? If yes, attach a copy of the covenants and restrictions. Yes ☐ No ☒
10. Are you aware of any current or pending litigation, foreclosure, zoning, building code or restrictive covenant violation notices, mechanic's liens, judgments, special assessments, zoning changes, or changes that could affect your property? Yes ☐ No ☒
11. Is the property currently occupied by the owner? Yes ☒ No ☐
12. Does the property currently receive the owner occupied tax reduction pursuant to SDCL 10-13-39?
Yes ☐ No ☒
13. Is the property currently part of a property tax freeze for any reason? Yes ☐ No ☒ Unknown ☐
14. Is the property leased? Yes ☐ No ☒
15. If leased, does the property use comply with local zoning laws? Yes ☐ No ☐

If yes, how much \$ ____ and how often ____?

17. Do you pay any mandatory fees or special assessments to a homeowners' or condominium association?

Yes ____ No ☒

If yes, what are the fees or assessments? \$ ____ per ____ (i.e. annually, semi-annually, monthly)

Payable to whom: _____ For what purpose? _____

18. Are you aware if the property has ever had standing water in either the front, rear, or side yard more than forty-eight hours after heavy rain? Yes ____ No ☒

19. Is the property located in or near a flood plain? Yes ____ No ☒ Unknown ____

20. Are wetlands located upon any part of the property? Yes ____ No ☒ Unknown ____

II. STRUCTURAL INFORMATION

If the answer is yes to any of the following, please explain under additional comments or on an attached separate sheet.

1. Are you aware of any water penetration problems in the walls, windows, doors, basement, or crawl space?

Yes ____ No ☒

2. What water damage related repairs, if any, have been made? N/A

If any, when? _____

3. Are you aware if drain tile is installed on the property? Yes ☒ No ____

4. Are you aware of any interior cracked walls or floors, or cracks or defects in exterior driveways, sidewalks, patios, or other hard surface areas? Yes ☒ No ____

What related repairs, if any, have been made? NONE

5. Are you aware of any roof leakage, past or present? Yes ____ No ☒

Type of roof covering: ASPHALT SHINGLES Age: 3 years

What roof repairs, if any, have been made, when and by whom? RESHINGLED IN 2019 AFTER HAIL STORM, DIAMOND ROOFING.

Describe any existing unrepaired damage to the roof: NONE

6. Are you aware of insulation in:

the ceiling/attic? Yes ☒ No ____ the walls? Yes ☒ No ____ the floors? Yes ____ No ☒

7. Are you aware of any pest infestation or damage, either past or present? Yes ☒ No ____

8. Are you aware of the property having been treated for any pest infestation or damage?

Yes ☒ No ____ If yes, who treated it and when? SELF, USING WARNE CHEMICAL, MAY 2022

9. Are you aware of any work upon the property which required a building, plumbing, electrical, or any other permit? Yes ☒ No ____ If yes, describe the work: MORTON BLDG; NEW ADDITION 2013

Was a permit obtained? Yes ☒ No ____ Was the work approved by an inspector? Yes ☒ No ____

10. Are you aware of any past or present damage to the property (i.e. fire, smoke, wind, floods, hail, or snow)?

Yes ____ No ☒ If yes, describe _____

Have any insurance claims been made? Yes ☒ No ____ Unknown ____

Was an insurance payment received? Yes ☒ No ____ Unknown ____

Has the damage been repaired? Yes ☒ No ____ If yes, describe in detail: REPLACED SHINGLES, REPLACED SKY LIGHTS IN MORTON & BARN, REPAINTED N. DECK AND BARN.

11. Are you aware of any problems with sewer blockage or backup, past or present? Yes ____ No ☒

12. Are you aware of any drainage, leakage, or runoff from any sewer, septic tank, storage tank, or drain on the property into any adjoining lake, stream, or waterway? Yes ____ No ☒ If yes, describe in detail: _____

III. SYSTEMS/UTILITIES INFORMATION

	None/Not Included	Working	Not Working
1. 220 Volt Service		✓	
2. Air Exchanger		✓	
3. Air Purifier	✓		
4. Attic Fan	✓		
5. Burglar Alarm & Security System	✓		
6. Ceiling Fan		✓	*
7. Central Air – Electric		✓	
8. Central Air – Water Cooled	✓		
9. Cistern	✓		
10. Dishwasher	✓		
11. Disposal	✓		
12. Doorbell		✓	
13. Fireplace	✓		
14. Fireplace Insert		✓	
15. Garage Door/Opener Control(s)		✓	
16. Garage Wiring		✓	
17. Heating System		✓	
18. Hot Tub, Whirlpool, and Controls	✓		
19. Humidifier	✓		
20. Intercom	✓		
21. Light Fixtures		✓	
22. Microwave/Hood		✓	
23. Plumbing and Fixtures		✓	
24. Pool and Equipment	✓		
25. Propane Tank	✓		
26. Radon System	✓		
27. Sauna	✓		
28. Septic/Leaching Field		✓	
29. Sewer Systems/Drains		✓	
30. Smoke/Fire Alarm		✓	
31. Solar House – Heating	✓		
32. Sump Pump(s)		✓	
33. Switches and Outlets		✓	
34. Underground Sprinkler and Heads	✓		
35. Vent Fan	✓		
36. Water Heater – (Electric) or Gas		✓	
37. Water Purifier	✓		
38. Water Softener – Leased or Owned		✓	
39. Well and Pump		✓	
40. Wood Burning Stove	✓		

IV. HAZARDOUS CONDITIONS

Are you aware of any existing hazardous conditions of the property and are you aware of any tests having been performed?

	Existing Conditions		Tests Performed	
	Yes	No	Yes	No
1. Methane Gas		✓		✓
2. Lead Paint		✓		✓
3. Radon Gas (House)		✓		✓
4. Radon Gas (Well)		✓		✓
5. Radioactive Materials		✓		✓
6. Landfill, Mineshaft		✓		✓
7. Expansive Soil		✓		✓
8. Mold		✓		✓
9. Toxic Materials		✓		✓
10. Urea Formaldehyde Foam Insulations		✓		✓
11. Asbestos Insulation		✓		✓
12. Buried Fuel Tanks		✓		✓
13. Chemical Storage Tanks		✓		✓
14. Fire Retardant Treated Plywood		✓		✓
15. Production of Methamphetamines		✓		✓

If the answer is yes to any of the questions above, please explain in additional comments or on an attached separate sheet.

V. MISCELLANEOUS INFORMATION

1. Is the street or road located at the end of the driveway to the property public or private?
Public ☒ Private ☐
2. Is there a written road maintenance agreement? Yes ☐ No ☒
If yes, attach a copy of the maintenance agreement.
3. When was the fireplace/wood stove/chimney flue last cleaned? N/A
4. Within the previous twelve months prior to signing this document, are you aware of any of the following occurring on the subject property?
 - a. A human death by homicide or suicide? Yes ☐ No ☒
If yes, explain: _____
 - b. Other felony committed against the property or a person on the property? Yes ☐ No ☒
If yes, explain: _____
5. Is the water source (select one) ☐ public or ☒ private?
6. If private, what is the date and result of the last water test? 6/6/22 RESULTS PENDING.
7. Is the sewer system (select one) ☐ public or ☒ private?
8. If private, what is the date of the last time the septic tank was pumped? NEW TANK 2013; HAS NOT BEEN PUMPED.
9. Are there broken window panes or seals? Yes ☐ No ☒
If yes, specify: _____
10. Are there any items attached to the property that will not be left, such as: towel bars, mirrors, swag lamps and hooks, curtain rods, window coverings, light fixtures, clothes lines, swing sets, storage sheds, ceiling fans, basketball hoops, mail boxes, etc. Yes ☐ No ☒
If yes, please list _____
11. Are you aware of any other material facts or problems that have not been disclosed on this form?
Yes ☒ No ☐ If yes, explain: BROKEN LATCH ON N. PATIO DOOR. WOODEN STOPPER IN PLACE.

VI. ADDITIONAL COMMENTS (ATTACH ADDITIONAL PAGES IF NECESSARY)

SEE ATTACHED SHEET.

CLOSING SECTION

The Seller hereby certifies that the information contained herein is true and correct to the best of the Seller's information, knowledge, and belief as of the date of the Seller's signature below. If any of these conditions change before conveyance of title to this property, the change will be disclosed in a written amendment to this disclosure statement.

Gudy Hetering 6-9-22 Tim W. Hetering 6-9-22
Seller Date Seller Date

THE SELLER AND THE BUYER MAY WISH TO OBTAIN PROFESSIONAL ADVICE AND INSPECTIONS OF THE PROPERTY TO OBTAIN A TRUE REPORT AS TO THE CONDITION OF THE PROPERTY AND TO PROVIDE FOR APPROPRIATE PROVISIONS IN ANY CONTRACT OF SALE AS NEGOTIATED BETWEEN THE SELLER AND THE BUYER WITH RESPECT TO SUCH PROFESSIONAL ADVICE AND INSPECTIONS.

I/We acknowledge receipt of a copy of this statement on the date appearing beside my/our signature(s) below. Any agent representing any party to this transaction makes no representations and is not responsible for any conditions existing in the property.

Buyer Date Buyer Date

II

4. CRACK ABOVE STORAGE CLOSET, NORTH WALL, HALLWAY,
NEW ADDITION,
GARAGE FLOOR CRACK, EROSION,

II

7. CLOVER MITES IN WINDOW WELLS, BASEMENT.
NO DAMAGE, JUST ANNOYING, TREATED SUCCESSFULLY
WITH CHEMICAL FROM WARNE CHEMICAL IN RAPID CITY.

III

6. CEILING FAN IN MASTER BEDROOM HAS ONLY 2 SPEEDS:
Hi & Lo