

# CLARK & ASSOCIATES LAND BROKERS, LLC

Specializing in Farm, Ranch, Recreational & Auction Properties

**Proudly Presents** 



# FINGER BUTTES RANCH

Alzada, Carter County, Montana

Located just north of Alzada, Montana and conveniently on Highway 323, the Finger Buttes Ranch is centered in the heart of the strong grass cattle country of eastern Montana and the western Dakotas.

## **LOCATION & ACCESS**

Located just 23 miles north of Alzada, Montana, and conveniently situated on State Highway 323, the Finger Buttes has exceptional access to several surrounding communities in the area.

Belle Fourche, South Dakota is an easy one-hour drive to the southeast where one will find all the amenities needed for the ranch, such as banks, ag supply stores, equipment dealerships, auto dealerships and one of the largest livestock sale barns in the 5-state area.

Several towns and cities in proximity to the property include:

- o Belle Fourche, South Dakota (population 5,617)
- o Rapid City, South Dakota (population 74,703)
- o Gillette, Wyoming (population 33,403)
- o Billings, Montana (population 117,116)

60 miles southeast 97 miles southeast

100 miles southwest

226 miles northwest



## SIZE & DESCRIPTION

7,716± Deeded Acres
640± State of Montana Lease Acres
1,561± Acres BLM Lease
9,917± Total Acres

The Finger Buttes Ranch is comprised of 7,716± deeded acres plus approximately 1,561± BLM Lease acres and approximately 640± State of Montana Lease acres for a total of approximately 9,917± acres. The land is comprised of rolling hills and flat-top buttes with minimal unproductive ground. The Finger Buttes Ranch is typical of the cattle ranches in the area with a good combination of native hard grass and introduced early season grass that will put optimal weight gain on cattle. Additionally, there are currently an estimated 3,560± acres of tillable land.



#### REAL ESTATE TAXES

The real estate taxes on the Finger Buttes Ranch are approximately \$3,898.00 per year.

#### WATER RIGHTS

Any adjudicated and permitted water rights associated with the subject property, if any, will transfer to Buyer at day of closing.

#### MINERAL RIGHTS

All mineral rights associated with the property that are owned by the seller (if any) will transfer with the sale of the property.

#### LEASE INFORMATION

#### **STATE OF MONTANTA LEASES:**

There are 600± acres of State of Montana lease associated with the Finger Buttes Ranch for a total of 98 AUMs assessed at \$12.83 per AUM for a total cost of \$1,257.34 for 2022. State of Montana leases are renewable every five years with an annual payment due each year. The annual payments are assessed per AUM of each lease with the cost per AUM varying year to year as determined by the Office of Lands and Investments for the State of Montana.

#### **BLM LEASES**:

There are two Bureau of Land Management (BLM) allotments, MT101116 and MT00424 associated with the Finger Buttes Ranch consisting of approximately 1,886± total acres and 299 AUMs with a cost of \$1.35 per aum or \$403.65 for 2022. BLM leases are renewable every ten (10) years with the annual AUM rate determined by the Bureau of Land Management.

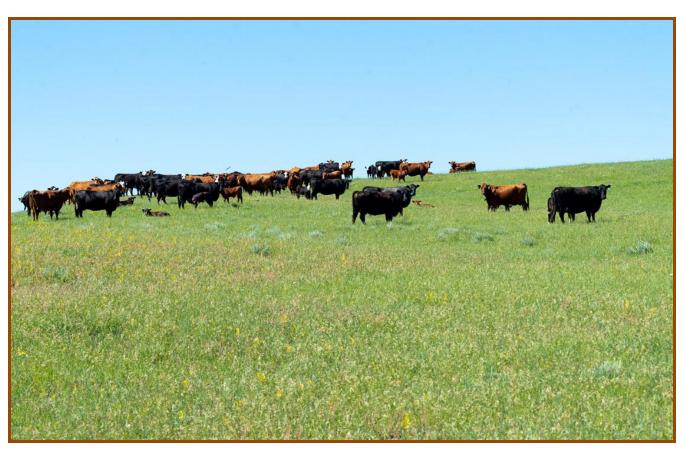


#### CARRYING CAPACITY / RANCH OPERATIONS

Currently, the ranch is a combination of native grass, introduced cool season grass and farm ground. There are approximately 3,560± acres of tillable land with nearly 50% of this amount planted back to hayable/grazable mixtures of grass and alfalfa. The owner is continuing to plant more acres back to this mixture each year with the goal of having all the farm ground seeded down in 3-5 years. In the meantime, he plants other varieties such as sedan grass to increase the amount of feed grown for winter time feed requirements of the cattle.

Today, the owner uses the ranch as a summer grass base for yearlings as well as a year-round home for mother cows when the need arises. Historically, the area has always had cow/calf operations, sheep operations and summer yearling operations proving the flexibility of the land to provide whatever the producers need.

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



#### **IMPROVEMENTS**

There are two beautiful homes on the ranch as well as one bunk house for hunting guests. The first home is a single level 28'x56' modular home with two add-on enclosed wood frame porches. It has a full basement, gas forced heat and air-conditioning. The second home is also a 28'x56' modular home on a split-level basement and attached entry with wooden patio/deck. Both homes have detached garages, built-in appliances and are very well maintained and comfortable

Several outbuildings and grain storage units support the operation. There is a 45'x80' steel Quonset; 30'x36' steel shop; 42'x76' Quonset, one steel hopper bottom bin and five 60,000-bushel grain bins.

The owner had a deep well drilled in 2019. The well is 2,940 foot deep and the static water level is at 1,000' deep. A 20 hp pump is hung at 1,600' and the well can pump over 35 gpm. This well supplies water to several miles of buried waterline and numerous tanks located throughout the ranch providing valuable water to the cattle year round. There is also a 30,000-gallon cistern incorporated with the waterline that used for storage. This cistern sits on a high hill allowing for gravity fed water supply for the entire water system if needed.

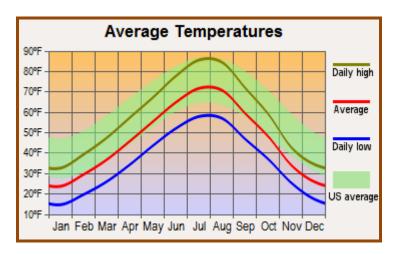






#### **CLIMATE**

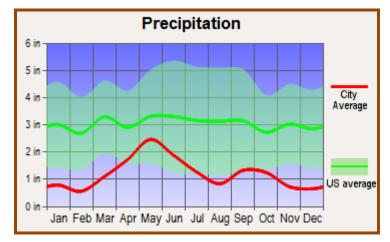
According to the High Plains Regional Climate Center at the University of Nebraska, the average annual precipitation for the Alzada, Montana area is approximately 16.6 inches including 28.5 inches of snow fall. The average high temperature in January is 29 degrees, while the low is 3 degrees. The average high temperature in July is 85 degrees, while the low is 51 degrees. The charts to the right are courtesy of www.city-data.com.



#### **COMMUNITY AMENITIES**

The small town of Alzada, Montana is located 23 miles to the south of the ranch. Alzada once served as a state coach stop, at today is located at the junction of Montana Highway 323 Highway 212 with a church and truck stop.

Belle Fourche, South Dakota is an easy one hour drive to the southeast from the Finger Buttes Ranch. 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-12school, numerous restaurants, two grocery stores, several professional services, two lumber yards, ag supply stores, parts stores, auto dealers, farm machinery dealers, numerous banks and several other businesses. Located just north of I-90 on Highway 85 at the Center of the Nation, Belle Fourche is known as the northern gateway to the Black Hills. Belle Fourche also has a nine-hole golf course. For more information about this area, please visit <a href="http://www.bellefourche.org">http://www.bellefourche.org</a>.

Rapid City, South Dakota, located approximately 100 miles southeast of the Finger Buttes Ranch, 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 <a href="https://www.rapidcitychamber.com">www.rapidcitychamber.com</a>.





Finger Buttes Ranch

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www.ClarkLandBrokers.com

#### AIRPORT INFORMATION

Commercial airline service is available at Gillette, Wyoming, Rapid City, South Dakota, and Billings, Montana. The following is information on each of these 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.

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

**Gillette, Wyoming:** The Campbell County Airport has daily commercial flights operated by Delta, Great Lakes, and United Airlines. The website for the Campbell County Airport is www.iflygillette.com and for complete aeronautical information, please visit: 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, 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: ww.rcgov.org/Airport.

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 America West Express, Delta Airlines, Northwest Airlines, United Airlines, with regional service provided by Big Sky Airlines, Horizon Air, and Skywest Airlines. There are approximately 25 to 30 passenger flights per day. For more information regarding this airport, please visit <a href="http://www.flybillings.com">http://www.flybillings.com</a>.



## RECREATION & WILDLIFE

For the outdoor enthusiast, the region provides an abundance of wildlife as well as endless possibilities for hiking, camping, cross-country skiing, rock climbing, and snowmobiling throughout the area. Several well-known area attractions include The Black Hills, Mount Rushmore, Deadwood, Terry Peak Ski Area and Devil's Tower.

Southeast Montana is well known for large populations of mule and whitetail deer as well as antelope and upland birds. The ranch has a good population of each.





#### **OFFERING PRICE**

Listing Price: \$6,500,000

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 \$200,000 (Two-Hundred Thousand Dollars).
  - 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.

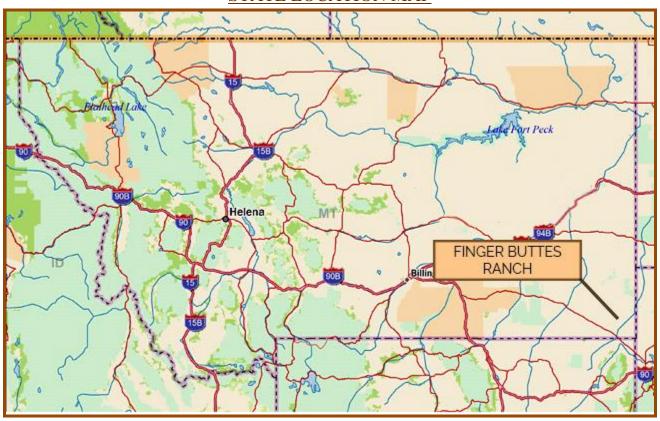
Boundaries shown on accompanying maps are approximate based on the legal description and may not indicate a survey. Maps are not to scale and are for visual aid only. Their accuracy is not guaranteed.



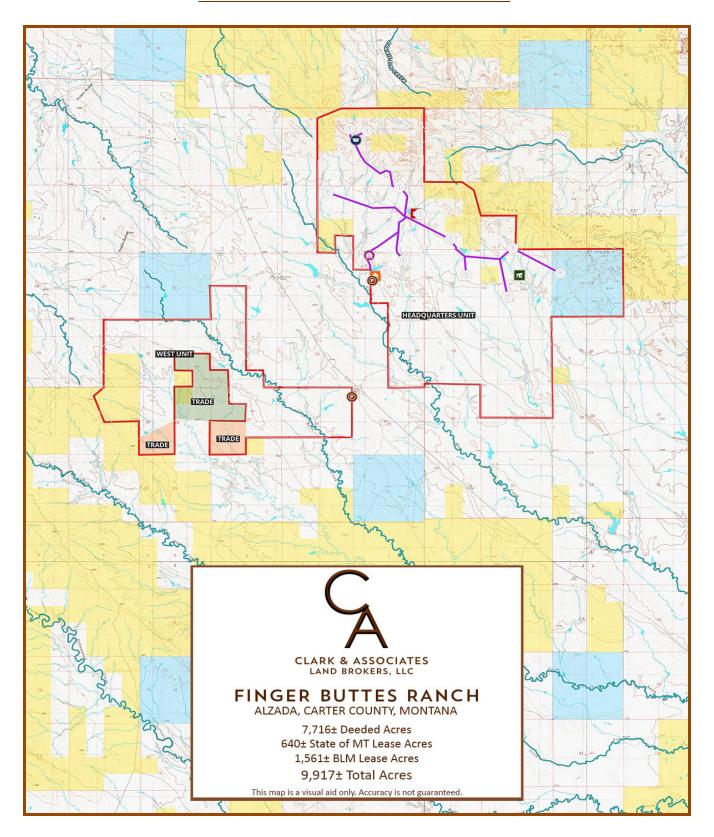
Clark & Associates Land Brokers, LLC is pleased to have been selected as the Exclusive Agent for the Seller of this outstanding offering. All information has been obtained from sources deemed reliable by Clark & Associates Land Brokers, LLC; however, the accuracy of this information is not guaranteed 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:** 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.

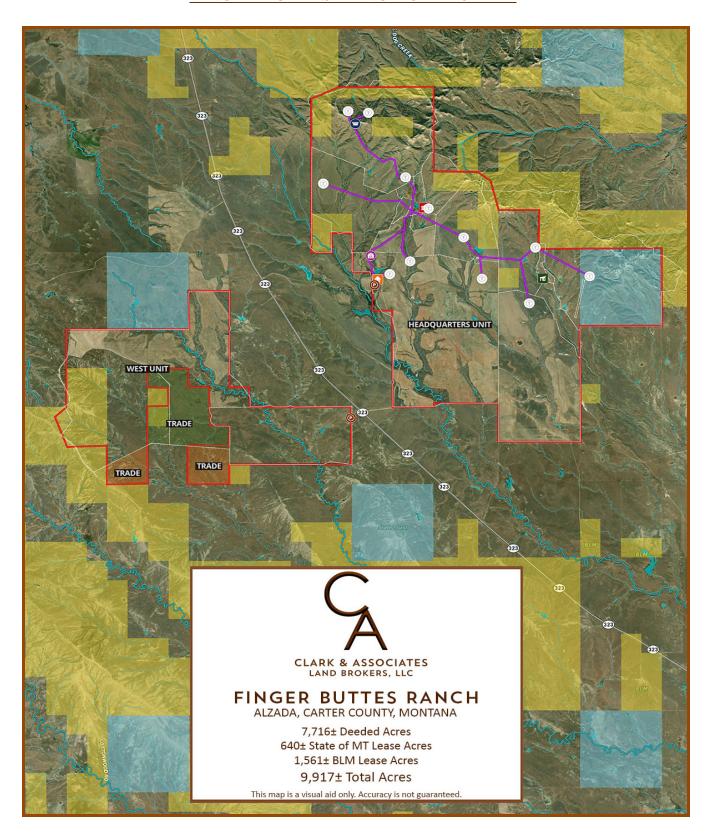
# **STATE LOCATION MAP**




# FINGER BUTTES RANCH TOPO MAP



# FINGER BUTTES RANCH ORTHO MAP



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



Denver Gilbert
Broker/Owner,
REALTOR®

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denver@clarklandbrokers.com

Licensed in WY, MT, SD & ND



# Mark McNamee Associate Broker/Owner, REALTOR®

Mobile (307) 760-9510

mcnamee@clarklandbrokers.com

Licensed in WY, MT, SD, NE

# Clark & Associates Land Brokers, LLC

Specializing in Farm, Ranch, Recreational & Auction Properties

#### Lusk, WY Office

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

#### Cheyenne, WY Office

2092 Road 220 Cheyenne, WY 82009

#### 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

#### **Moorcroft, WY Office**

22 Timber Meadows Drive Moorcroft, WY 82721

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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

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.

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Seller Buyer Date