

**C**LARK  
& **A**SSOCIATES  
Land Brokers, LLC

*Specializing in Farm, Ranch, Recreational & Auction Properties*

*Proudly Presents*



***HESS RANCH***  
*Alva, Crook County, Wyoming*

## LOCATION & ACCESS

Located on Buck Creek Road between Alva and Hulett, Wyoming, the Hess Ranch is easily accessible year-round via paved and well-maintained gravel county roads. To access the Hess Ranch, travel east from Hulett on State Highway 24 for approximately 7.25 miles to Mona Road; turn left and travel approximately five miles to Deer Creek Road; turn left and travel approximately one mile to the ranch entrance on your left. The ranch headquarters is approximately a half mile to the southeast.

Mileage from Hess Ranch to surrounding towns is as follows:

Hulett, Wyoming (population 383)	14 miles southwest
Belle Fourche, South Dakota (population 5,594)	41 miles east
Sundance, Wyoming (population 1,182)	44 miles south
Spearfish, South Dakota (population 10,494)	50 miles southeast
Gillette, Wyoming (population 29,087)	85 miles southwest
Rapid City, South Dakota (population 67,956)	98 miles southeast
Billings, Montana (population 104,170)	272 miles northwest



## SIZE & DESCRIPTION

Situated in the Black Hills of Wyoming, this picturesque 163± deeded acre ranch represents a rare opportunity to own property in an area known for its scenic beauty, exceptional hunting, and a relaxed way of life. In addition to a beautiful set of improvements and its Black Hills scenery, what sets this ranch apart is a 76± acre pivot irrigated hay field that not only produces high quality forage for personal use or resale, but also provides late season feed that keeps an array of wildlife on the ranch during the fall hunting months.

Another feature found on the ranch is an exceptional artesian well, drilled in 2006, that produces approximately 1,150 GPM at 40± psi. This well has no pumping costs to provide water for irrigation, stock use, as well as domestic use. The center pivot on the ranch, which was purchased new in 2006, is a T&L pivot with a 4-cylinder Isuzu diesel engine.

From the headquarters and the hay fields, which are situated at approximately 3,800 feet above sea level, the property transitions to pine and oak tree-covered hillsides and plateaus climbing up to elevations over 4,000 feet. This highly diverse property offers a variety of landscapes that create exceptional wildlife habitat.



## RANCH OPERATIONS

The current owners have used the ranch for hay production with ample grazing for a handful of horses and other livestock that they own. Newly seeded in 2015, the irrigated ground has historically produced 200± tons of quality alfalfa hay in two cuttings, leaving the third cutting for wildlife and domestic livestock grazing. Perspective buyers should make their own assessments as to the carrying capacity of the ranch.



### IMPROVEMENTS

The Hess Ranch offers a very modern and upscale set of improvements that include a 3,900± sq. ft. five bedroom, 3-1/2 bathroom home with a full, walkout basement. Built in 2005, this beautiful modular home features an open floor plan; a 200± sq. ft. two-story, stick-built sun room; a 400% efficient geothermal heat system; plenty of storage; large bedrooms; a master suite with tub, shower, and walk-in closets; bull-nose drywall; a large mud room, and many more features.

Outbuildings include an insulated 34'x40' three car garage with concrete floor (plumbed for in-floor radiant heat); a 40'x54' Cleary pole barn with concrete floor, insulation, and heat; a 34'x60' all metal livestock barn; a 40'x60' open face shed; grain bin; an older 30'x40' livestock barn with hay mow; a 24'x40' open face livestock shed with a chicken coop and run; and a large high fenced garden along with several corrals.

### UTILITIES

- Electricity – Powder River Energy
- Water – private well
- Sewer – private septic
- Communications – RT Connect
- TV – satellite

### REAL ESTATE TAXES

According to the Crook County Assessor, the annual real estate taxes are approximately \$2,224.

### MINERAL RIGHTS

There are no mineral rights included in the sale of the property.



## WATER RESOURCES

Drilled in 2006, the 960 foot deep artesian well produces 1,150 gallon per minute of quality water with 40± psi. This exceptional well provides not only an abundance of stock and domestic water to the house, barns, and corrals as well as to a neighboring property but irrigation water to the center pivot, all with no pumping costs.

## CLIMATE

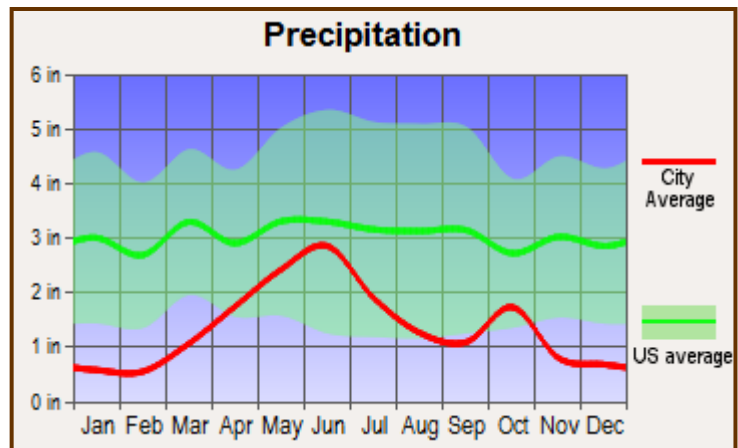
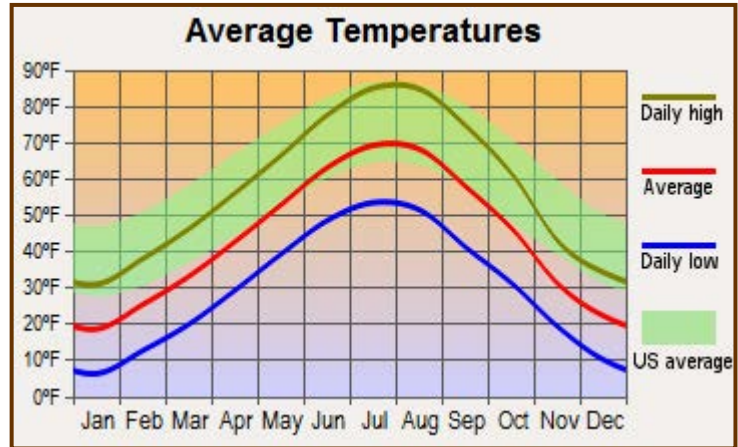
According to the High Plains Regional Climate Center at the University of Nebraska, the average annual precipitation for the Hulett, Wyoming area is approximately 17.3 inches including 63 inches of snow fall. The average high temperature in January is 34 degrees, while the low is 9 degrees. The average high temperature in July is 86 degrees, while the low is 54 degrees. The charts to the right are courtesy of [www.city-data.com](http://www.city-data.com).

## STATE OF WYOMING

Wyoming is a state that offers an incredible diversity of activities, geography, climate, and history. The Wyoming Territory was established in 1868 and Wyoming became the 44th state in 1890. The state is the tenth largest by area, but it is one of the least densely populated. The topography consists of the High Plains in the east and mountain ranges of the Rocky Mountains in the western two thirds. Wyoming's economy is primarily driven by the energy industry, agriculture, and tourism.

Wyoming provides a variety of opportunities and advantages for persons wishing to establish residency. There is no state income tax, and Wyoming offers an extremely favorable tax climate including:

- 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



## COMMUNITY AMENITIES

Hulett, Wyoming 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 [www.hulett-wyoming.com](http://www.hulett-wyoming.com).

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. 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 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).

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

**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 <http://iflygillette.com/> 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, 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>.

## RECREATION & WILDLIFE

There is an abundance of wildlife including elk, mule deer, whitetail deer, antelope, turkeys, mountain lions, coyotes, fox and a number of upland game birds located on the ranch and in the surrounding area. The ranch is situated in Area 129 for elk hunting and Area 2 for deer and antelope. For information on hunting rules and regulations in Wyoming, please visit: <http://gf.state.wy.us/admin/Regs/>

Recreational opportunities abound in northeastern Wyoming and the Black Hills in every season. Activities in the area include snowmobiling, hunting, hiking, rock climbing, camping, four-wheeling, and golf as well as fishing, water skiing, sailing, swimming and other water sports which are available at Keyhole State Park and Cook Lake. Hulett is home to America's first national monument, Devils Tower, which is located 12 miles southwest of Hulett, and is a must-see by tourists all summer long. Walleye and pike fishing is available at Keyhole State Park, while trout fishing can be done at Cook Lake. There are numerous opportunities to hunt, hike, and snowmobile on groomed trails in the Bear Lodge National Forest which also provides the closest access to the Black Hills National Forest. In addition to the Devil's Tower National Monument, this area is home to many of our nation's historical treasures such as Mount Rushmore, the Crazy Horse Memorial, and historic Deadwood, South Dakota.



### OFFERING PRICE

\$1,100,000

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 \$55,000 (Fifty Five 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.

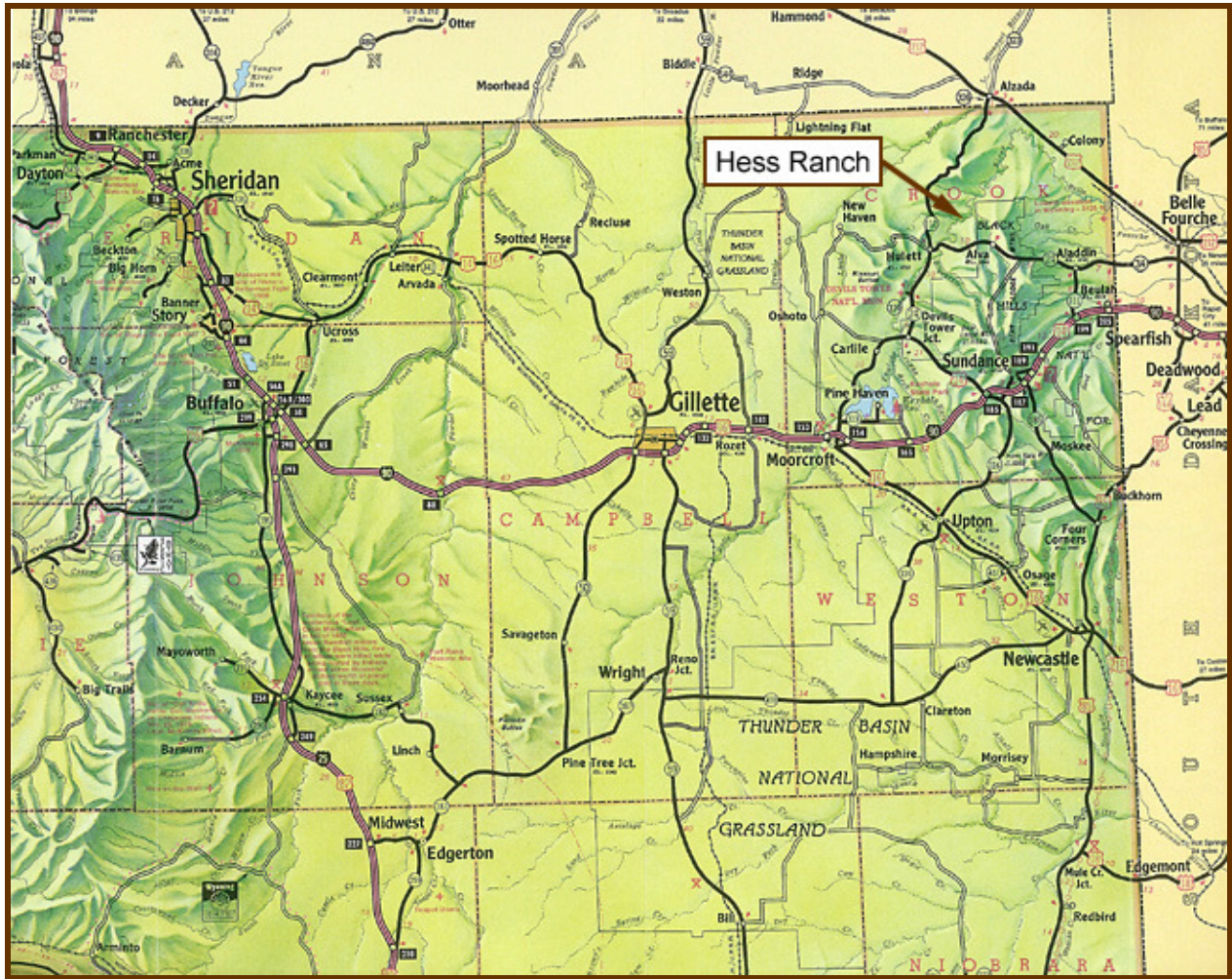


## FENCES AND BOUNDARY LINES

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.

## WYOMING LOCATION MAP

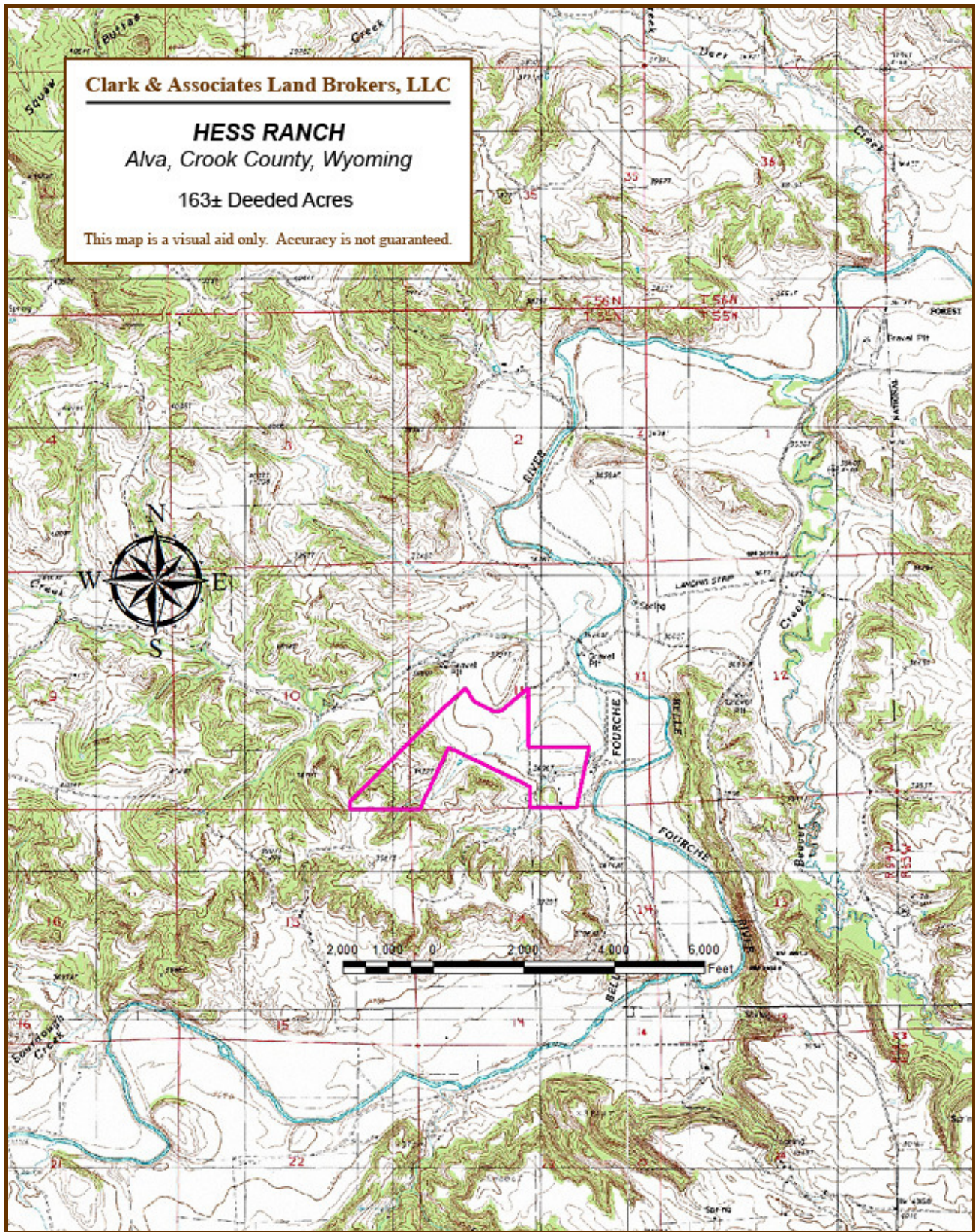


Clark & Associates Land Brokers, LLC is pleased to have been selected as the Exclusive Agent for the Seller of this outstanding offering. All information has been obtained from sources deemed reliable by Clark & Associates Land Brokers, LLC; however, the accuracy of this information is not guaranteed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

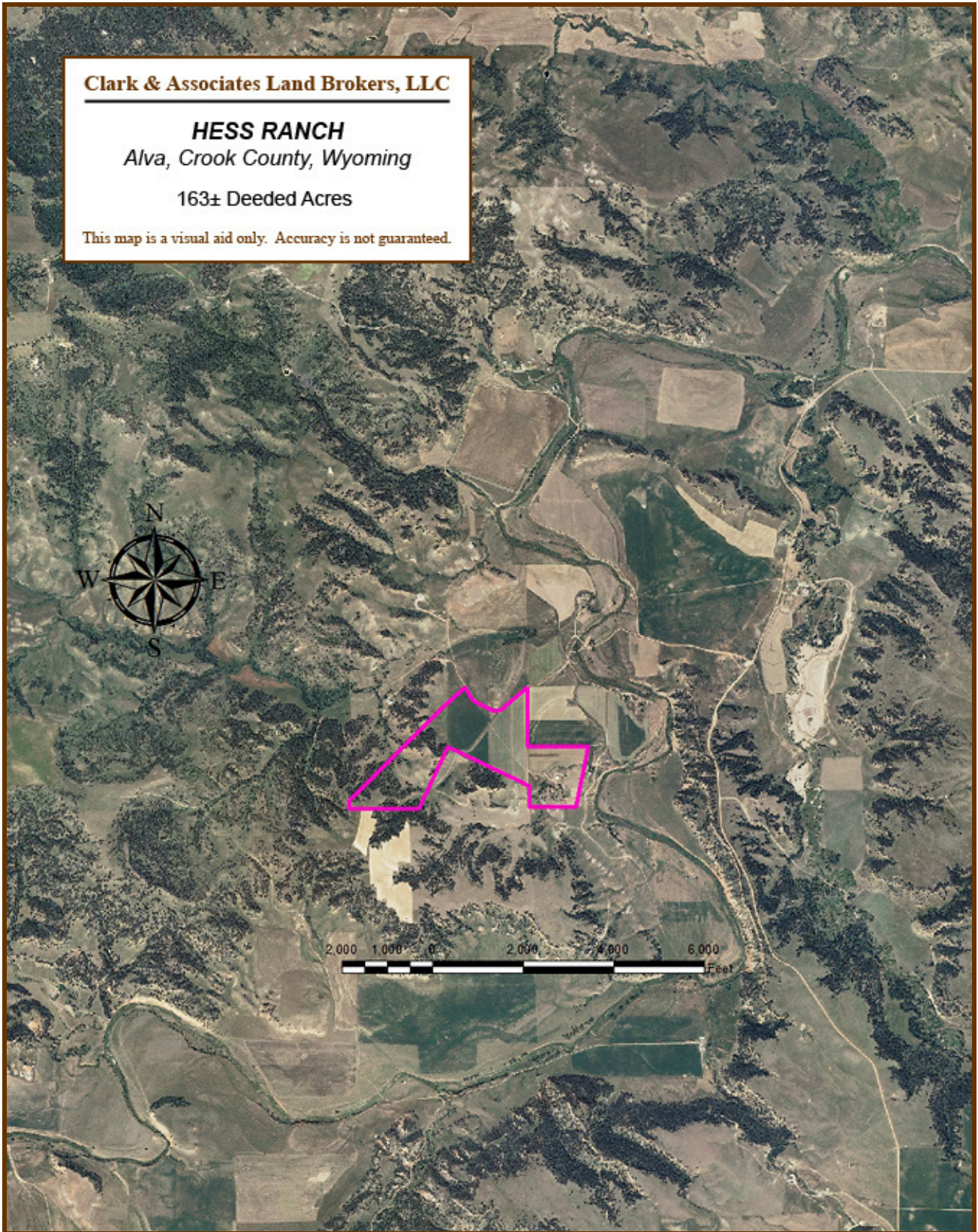
**Notice to Buyers:** Wyoming Real Estate Law requires that the listing Broker and all licensees with the listing Broker make a full disclosure, in all real estate transactions, of whom they are agents and represent in that transaction. All prospective buyers must read, review and sign a Real Estate 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.**

## NOTES

# HESS RANCH TOPO MAP



HESS RANCH ORTHO MAP



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



**Mark McNamee**  
Associate Broker / Owner

Office: (307) 467-5523  
Mobile: (307) 760-9510  
Fax: (307) 467-5581

*mcnamee@clarklandbrokers.com*

Licensed in WY, MT, SD, NE & CO

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**Clark & Associates Land Brokers, LLC**  
Specializing in Farm, Ranch, Recreational & Auction Properties

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**Lusk, WY Office**

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

**Cory G. Clark - Broker / Owner**

(307) 351-9556 ~ clark@clarklandbrokers.com  
Licensed in WY, MT, SD, ND, NE & CO

**Hulett, WY Office**

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

**Mark McNamee - Associate Broker/Auctioneer/Owner**

(307) 760-9510 ~ mcnamee@clarklandbrokers.com  
Licensed in WY, MT, SD & NE

**Billings, MT Office**

6806 Alexander Road  
Billings, MT 59105

**Denver Gilbert - Associate Broker / Owner**

(406) 697-3961 ~ denver@clarklandbrokers.com  
Licensed in WY, MT, SD & ND

**Buffalo, WY Office**

37 North Main Street  
Buffalo, WY 82834

**Jon Keil - Associate Broker**

(307) 331-2833 ~ jon@keil.land  
Licensed in WY

**Belle Fourche, SD Office**

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

**Ronald L. Ensz - Associate Broker**

(605) 210-0337 ~ emsz@rushmore.com  
Licensed in SD, WY, MT & NE

**Torrington, WY Office**

7850 Van Tassell Road  
Torrington, WY 82240

**Logan Schliinz - Associate Broker**

(970) 222-0584 ~ logan@clarklandbrokers.com  
Licensed in WY & CO

**Douglas, WY Office**

430 East Richards, Suite 2  
Douglas, WY 82633

**Scott Leach - Associate Broker**

(307) 331-9095 ~ scott@clarklandbrokers.com  
Licensed in WY

**Greybull, WY Office**

3625 Greybull River Rd • PO Box 806  
Greybull, WY 82426

**Ken Weekes – Sales Associate**

(307) 272-1098 ~ farmview@tctwest.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 be 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.

### **Change From Agent to Intermediary – In – House Transaction**

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.

**Designated Agent.** (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. § 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 Seller'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 ESTABLISHED, 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.**

**The amount or rate of a real estate commission for any brokerage relationships is not fixed by law. It is set by each Broker individually and may be negotiable between the Buyer or Seller and the Broker.**

On \_\_\_\_\_, I provided (Seller) (Buyer) with a copy of this Real Estate Brokerage Disclosure and have kept a copy for our records.

Brokerage Company

**Clark & Associates Land Brokers, LLC**  
PO Box 47  
Lusk, WY 82225  
Phone: 307-334-2025 Fax: 307-334-0901

By \_\_\_\_\_

I/We have been given a copy and have read this Real Estate Brokerage Disclosure on (date) \_\_\_\_\_, (time) \_\_\_\_\_ and hereby acknowledge receipt and understanding of this Disclosure.

SELLER \_\_\_\_\_ DATE \_\_\_\_\_ TIME \_\_\_\_\_

BUYER \_\_\_\_\_ DATE \_\_\_\_\_ TIME \_\_\_\_\_