



Grand Canyon Recreational Property

Crook County, Wyoming



Proudly Presented by



PFISTER
LAND COMPANY, LLC

330 South Main Street • Buffalo, Wy 82834 • 307-684-5201
www.pfisterlandco.com

INTRODUCTION

The Grand Canyon Recreational Retreat is a unique recreational property tucked in the middle of the Black Hills National Forest. Located approximately 31 miles north of Newcastle, 41 miles from Spearfish, and 26 miles from Deadwood, off Highway 85 on Forest Service Road 107/807, this 145± deeded acres of unfenced, raw land is surrounded by 1.2 million acres of National Forest. The property offers a combination of cleared timber surrounded by open grass meadows. The property has no power, but it can be accessed only a few miles away. This acreage feels very remote, yet is only 3 miles from Highway 85, which is its best attribute. This property provides a unique opportunity to live off the grid with the elk, mule deer, whitetail, turkeys, and mountain lions while enjoying wilderness and solitude in the vast expanses of the Black Hills National Forest.



LOCATION AND ACCESS

There are two primary routes to reach the property. From the south, the Grand Canyon Recreational Retreat is approximately 31 miles north of Newcastle, Wyoming. Travel approximately 28 miles north of Newcastle on Highway 85, then turn west on Forest Service Road 107/807 just south of Hardy Guard Station, and travel 2.5 miles, then turn right on Forest Service Road 807.2D for ½ mile to the property entrance.

To access the property from Deadwood to the north via US Highway Highway 85 travel southwest approximately 23 miles, then turn west on Forest Service Road 107/807 just south of Hardy Guard Station, and travel 2.5 miles, then turn right on Forest Service Road 807.2D for ½ mile to the property entrance.

The property is located close to the popular communities of Sundance, Newcastle, Spearfish, with groceries close at hand in Lead or Deadwood.

Distances from the property to other major cities are as follows:

- Rapid City, SD 63 miles
- Deadwood, SD 26 miles
- Spearfish, SD 41 miles
- Lead, SD 22 miles
- Sundance, WY 56 miles
- Newcastle, WY 41.5 miles



All slash piles have been removed from property.

WATER RIGHTS

All water rights appurtenant to the subject property, if any, will be transferred to the buyer.

MINERAL RIGHTS

All mineral rights appurtenant to the subject property, if any, will be transferred to the buyer.

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COMMUNITY AMENITIES

Newcastle, Wyoming is the “Western Gateway to the Black Hills” and is located at the intersection of US Highways 16 and 85. US Highway 16 is the most scenic route from the Black Hills to Yellowstone Park and the Tetons of northwest Wyoming. The local economy is generated by livestock production, dry land farming, oil and gas, minerals, and the forest product industry. Tourism and hunting also provide income to area residents.

The population of Newcastle is approximately 3,065 and is home to two elementary schools, one middle school, and one high school. There is a hospital, nursing home, community library, 19 churches, motels with convention facilities, RV parks, and numerous other professional services in addition to all the amenities of a small town. Five miles northwest of Newcastle is the Mondell airport with a 5,300 foot lighted runway. Please see the following for more information: www.newcastlewyo.com.



The historic mining town of Deadwood is best known for its gaming, fine restaurants, and tourist attractions. In addition to a couple of million annual visitors, Deadwood with a population of 1,300 continues to attract residents and business people who seek a quality of life and a favorable business climate. Deadwood is the largest restoration and preservation project ever undertaken in the United States. Today, Victorian facades, brick streets, period lighting and colorful trolleys welcome visitors to one

of the few communities in America listed as a National Historic Landmark. Please see the following for more information: www.deadwood.org.

With a population of approximately 62,715, Rapid City is the center of a wide livestock grazing area. It is the Black Hills headquarters for a number of utilities and medical centers. Other amenities in Rapid City include nine movie theaters, live theater productions, fine arts center, The Ranch amusement park, golf courses, tennis courts, baseball and softball parks and some of the world's best trout fishing streams. During the winter months skiing and snowmobiling are popular outdoor sports in the scenic Black Hills.

Tourism is Rapid City's main industry. Each year hundreds of thousands of tourists enjoy Rapid City and surrounding areas enroute to various sections of the beautiful Black Hills and on to Yellowstone. Mount Rushmore is located just 23 miles southwest of Rapid City, and attracts over two million visitors each year. It is also the home of South Dakota School of Mines and Technology, Western Dakota Technical Institute, National American University, Ellsworth Air Force Base, the South Dakota National Guard and the State Fish Hatchery. Rapid City Regional Airport is the commercial airline hub for the Black Hills and is serviced by Northwest Airlines, Skywest Delta Connection or United Express, Allegiant Air and Frontier Airlines. Please see the following for more information: www.visitrapidcity.com.

RECREATIONAL RESOURCES

The Grand Canyon Recreational Retreat offers outstanding recreational access to the surrounding area of the Black Hills in addition to the excellent wildlife habitat on the property. The Black Hills offers everything you would expect from a mountain vacation hub: five national parks, scenic drives, waterfalls, abundant wildlife, recreation trails, golf courses, and trout fishing. This is a place where wild mustangs and bison still run free just minutes from Custer State Park. The Black Hills offers visitors many opportunities of sight seeing with the main attractions including Mount Rushmore, Crazy Horse Mountain, Devil's Tower, Pactola Reservoir, and Custer State Park, not to mention hiking trails, fishing, camping, rock climbing, hunting, snowmobiling, endless walking trails, and campsites. Your imagination is the limit to the opportunities offered in the Black Hills. The Black Hills National Forest encompasses 1.2 million acres of natural beauty, with every inch being your playground.

REAL ESTATE TAXES

The Crook County estimated real estate taxes for 2011 were approximately \$171.04. Wyoming offers an extremely favorable tax climate.

- No personal income tax
- No corporate income tax
- No inventory tax
- Low retail sales tax
- Low property tax
- Favorable inheritance tax

OFFERING PRICE

The Grand Canyon Recreational Retreat is being offered for \$580,000 (Five Hundred Eighty Thousand Dollars), which equates to approximately \$4,000 per deeded acre.



CONDITIONS OF SALE

- The sellers shall require an all cash sale.
- I. All offers shall be:
 - a. in writing,
 - b. accompanied by an earnest money deposit check in the minimum amount of 5% of the offering price.
 - II. All earnest money deposits will be deposited in the Listing Broker's trust account, or appropriate escrow.
 - III. The sellers shall provide and pay for an Owner's title insurance policy in full satisfaction of the purchase price.
 - IV. Both buyer and seller shall be responsible for their own attorney's fees.

FENCE AND BOUNDARY LINES

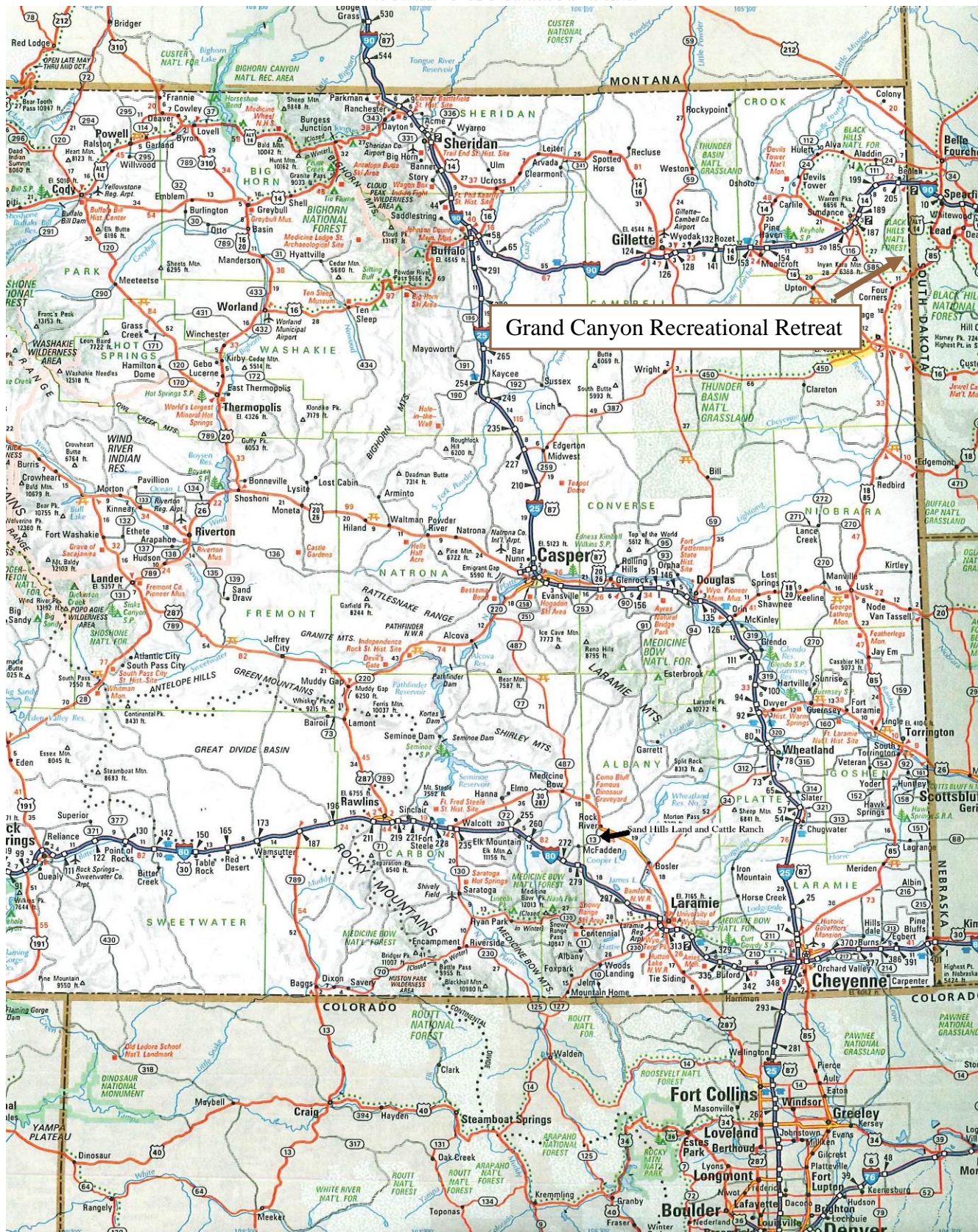
The seller is making known to all potential purchasers there may be variations between the deeded property lines and the location of the existing fence boundary lines on the subject property. Seller makes no warranties with regard to location of the fence lines in relationship to the deeded property 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 any accompanying maps are approximate, based on the legal



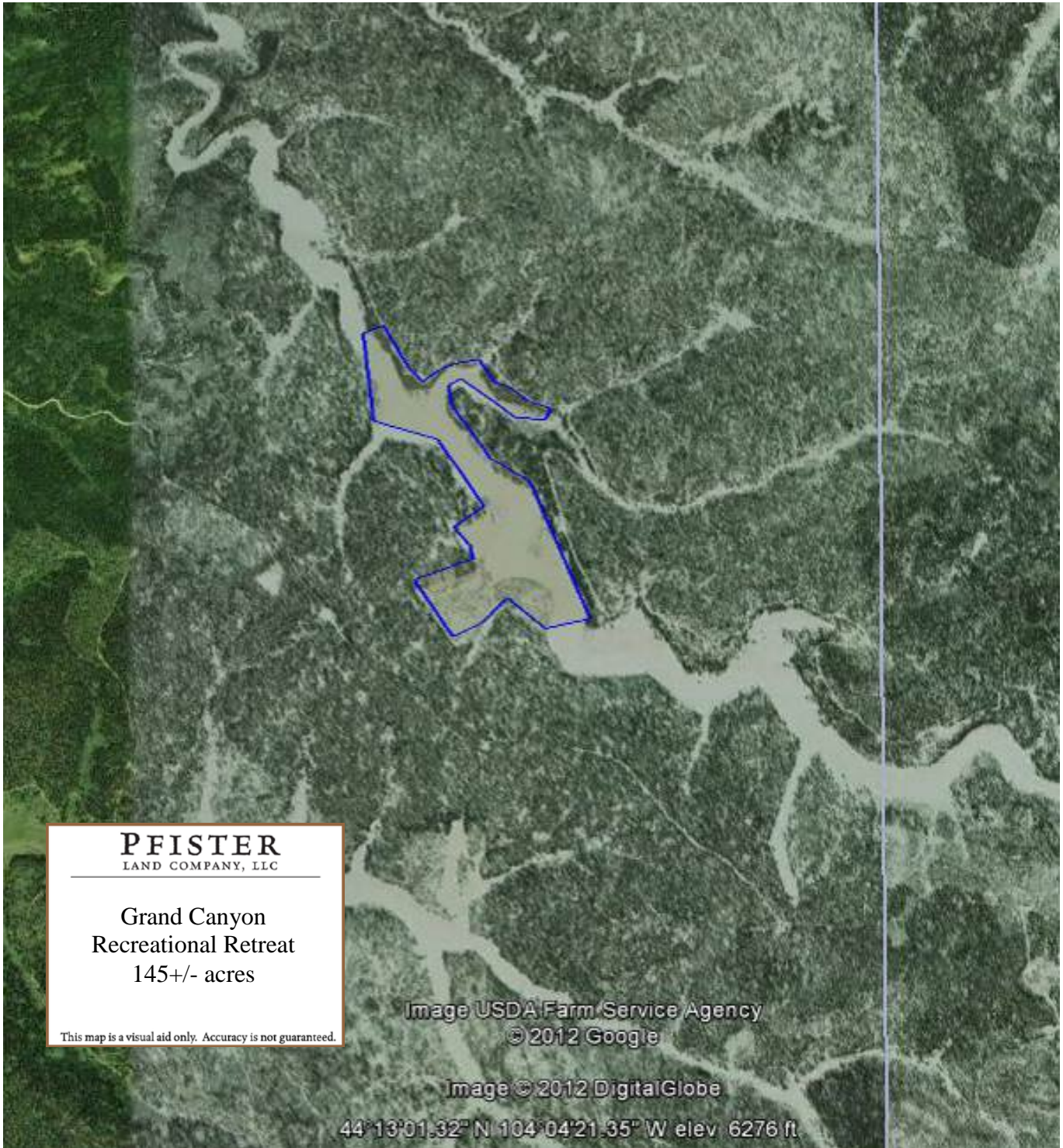
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WYOMING LOCATION MAP



GRAND CANYON RECREATIONAL RETREAT SATELLITE MAP



PFISTER
LAND COMPANY, LLC

Grand Canyon
Recreational Retreat
145+/- acres

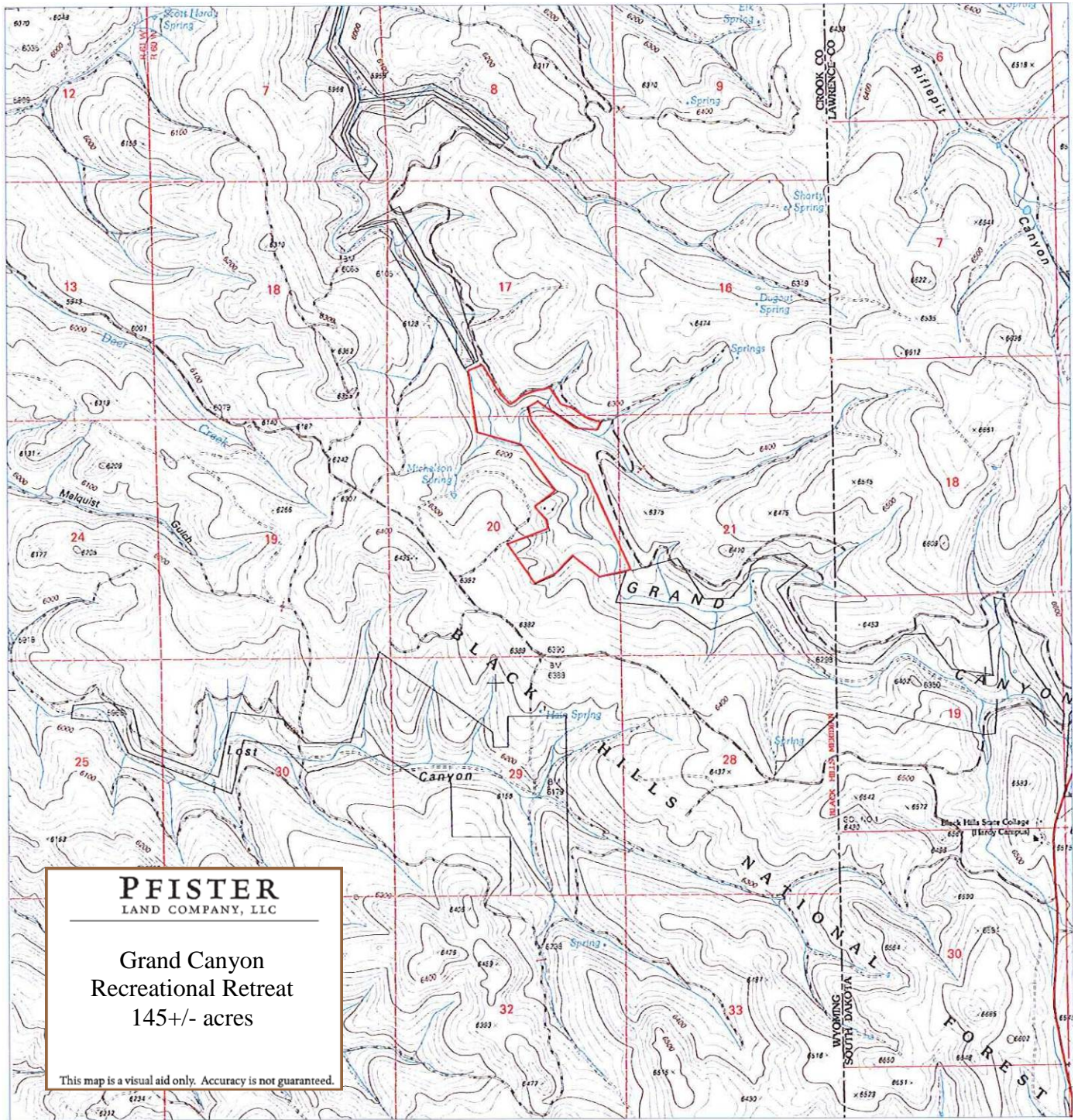
This map is a visual aid only. Accuracy is not guaranteed.

Image USDA Farm Service Agency
© 2012 Google

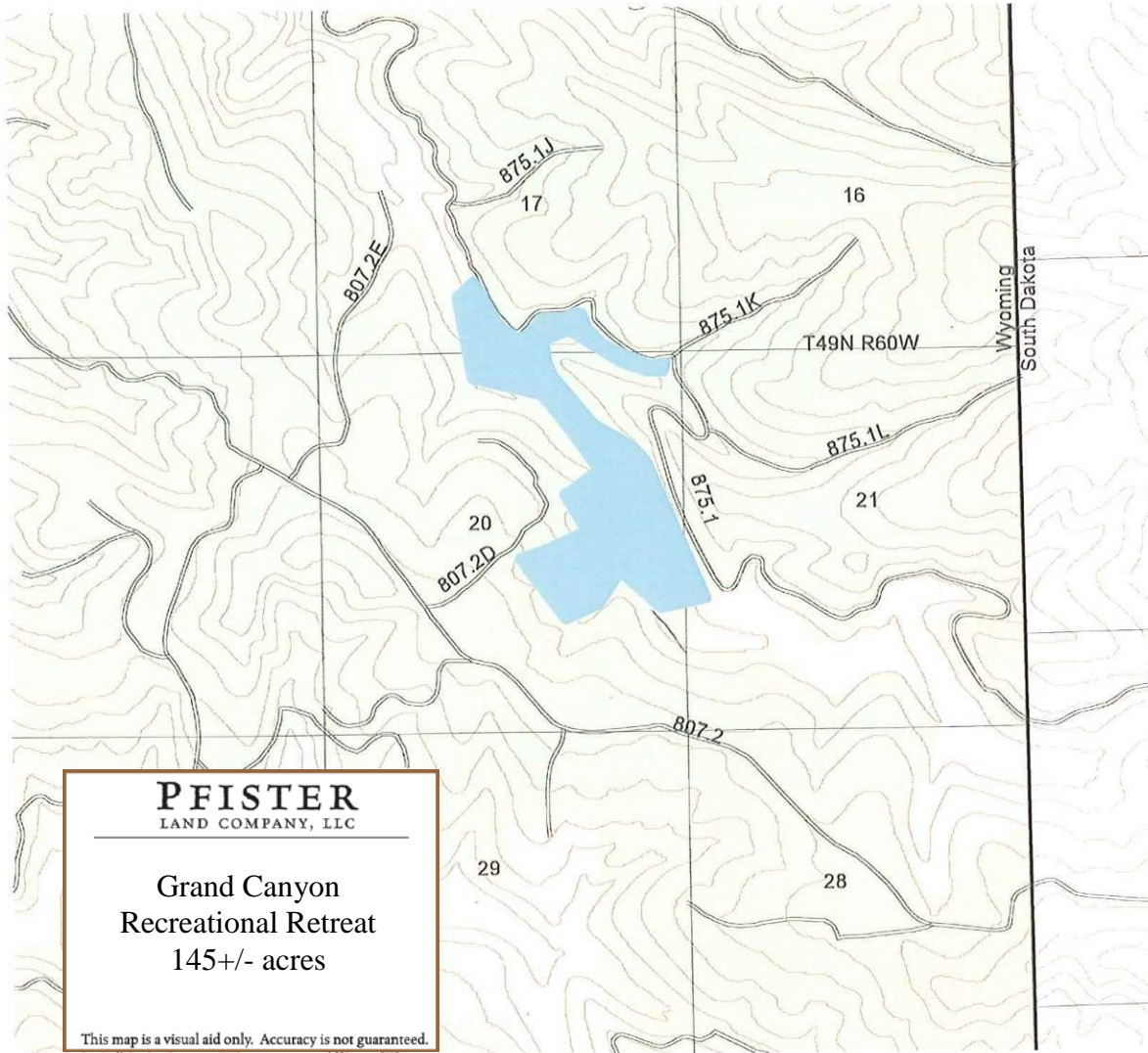
Image © 2012 DigitalGlobe

44°13'01.32" N 104°04'21.35" W elev 6276 ft.

GRAND CANYON RECREATIONAL RETREAT TOPOGRAPHY MAP



GRAND CANYON RECREATIONAL RETREAT TOPOGRAPHY MAP



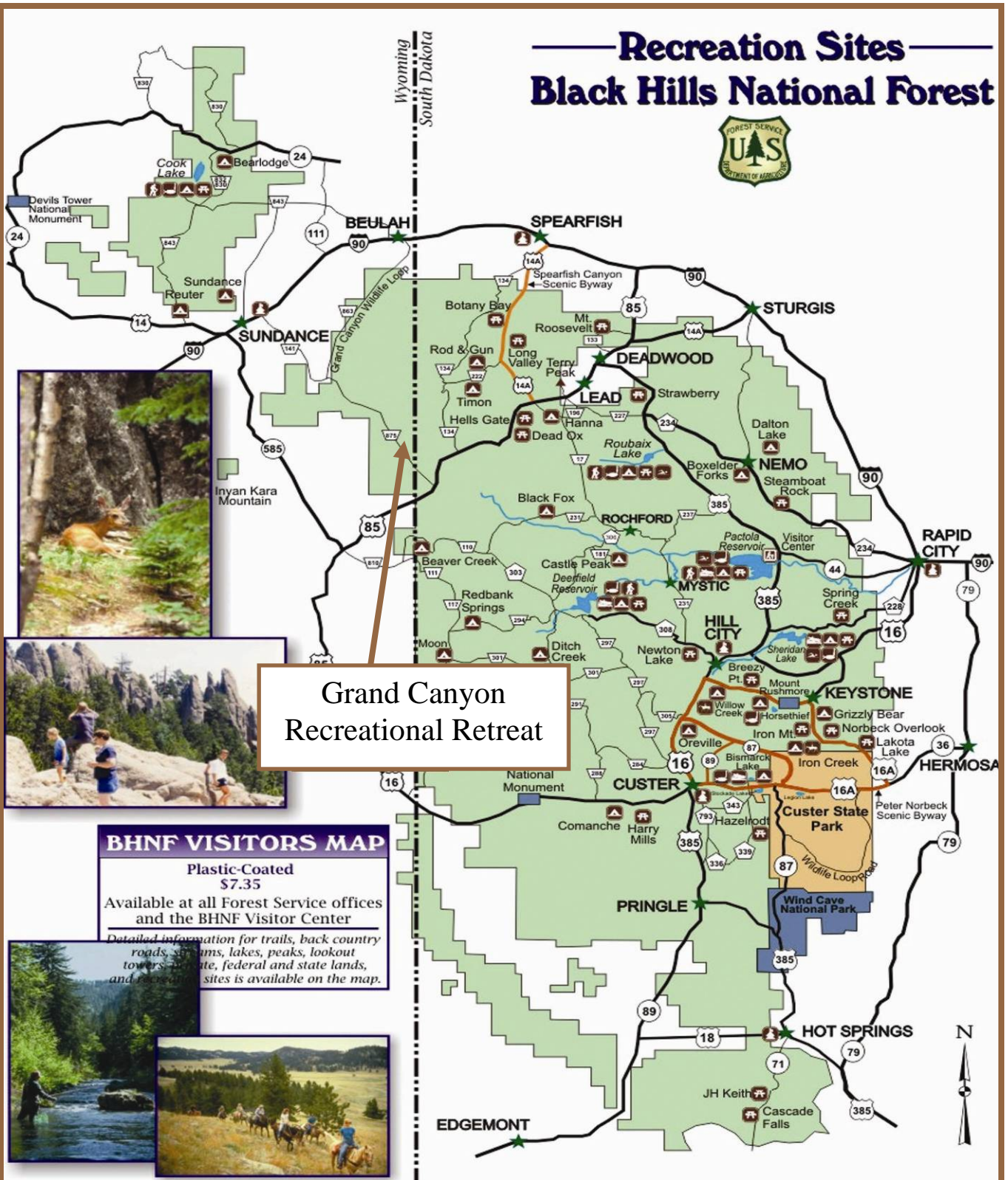
1:24000

- Sections
- Contours
- Roads
- Private
- Own2000



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Recreation Sites Black Hills National Forest



Grand Canyon
Recreational Retreat

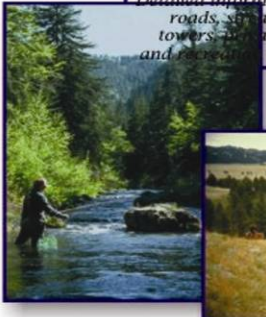


BHNF VISITORS MAP

Plastic-Coated
\$7.35

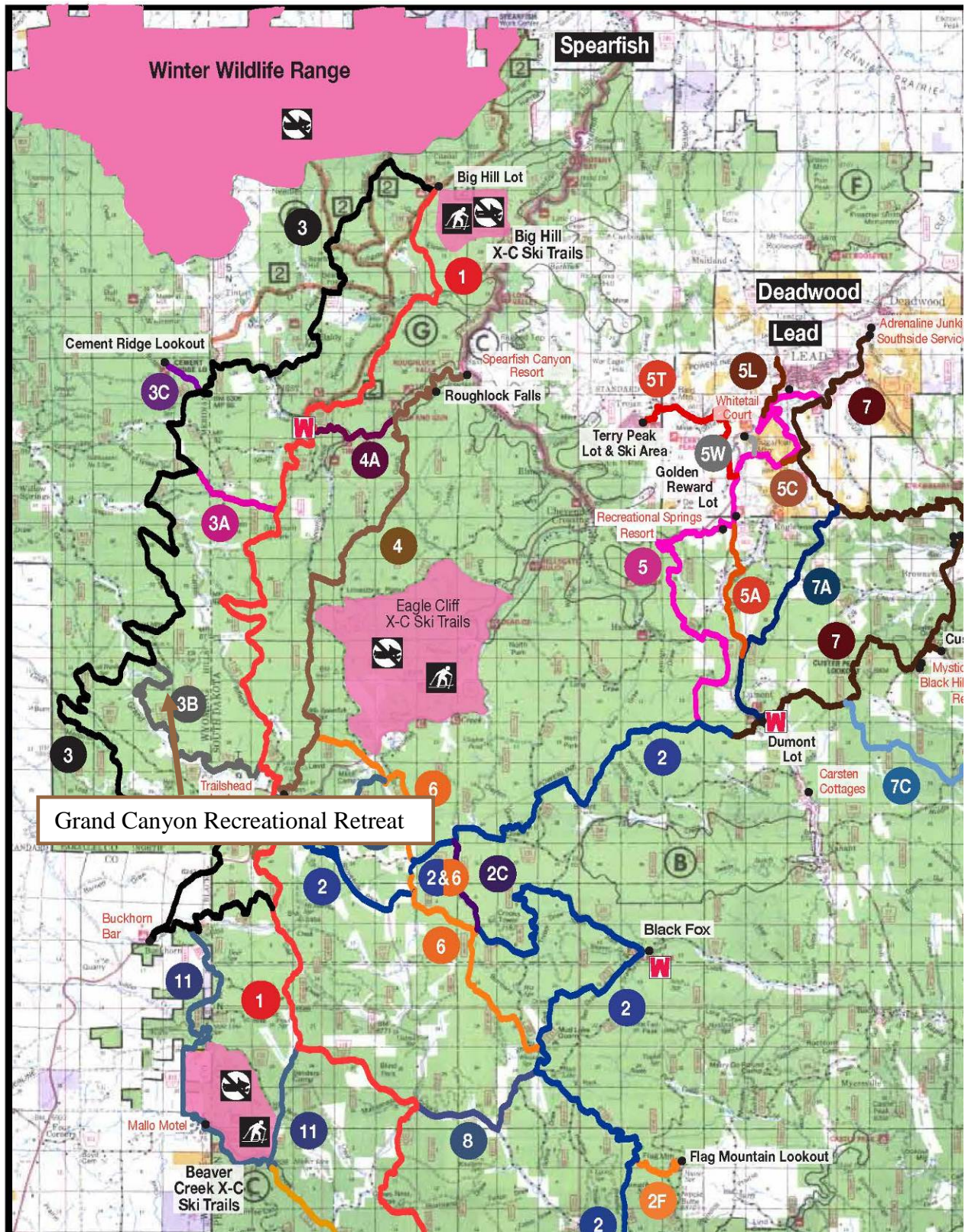
Available at all Forest Service offices
and the BHNF Visitor Center

Detailed information for trails, back country
roads, streams, lakes, peaks, lookout
towers, state, federal and state lands,
and recreation sites is available on the map.



BLACK HILLS SNOWMOBILING MAP

<http://gfp.sd.gov/to-do/snowmobile/docs/snowmobile-map-black-hills.pdf>



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IMPORTANT NOTICE

(Name of Brokerage Company)

REAL ESTATE BROKERAGE DISCLOSURE

When you select a real estate 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/Landlord's Agent (Requires written agreement with Seller)

If a Seller signs a written listing agreement with us and engages us as a Seller's agent, we represent the Seller. On properties listed with other brokerage companies, we may work as an agent for the Seller, if the Seller agrees to have us work as a subagent. As an agent or subagent for the Seller, we represent the Seller and owe 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 is legally responsible for our actions as either an agent or subagent, when such agent or subagent is acting within the scope of the agency relationship.

Buyer/Tenant as Customer (No written agreement with Buyer)

We may work with the Buyer in purchasing property even though we are an agent or subagent of the Seller. In that event, we will not have a written agreement with the Buyer. Even though we do not represent the Buyer, we will assist the Buyer as our customer and are obligated to deal fairly and honestly with the Buyer, to answer the Buyer's questions accurately concerning facts we know about the property, and to disclose any adverse material facts we know about the property. As a Seller's agent or subagent, we have duties to disclose to the Seller certain information; therefore, the Buyer, as our customer, should not tell us any information which the Buyer does not want shared with the Seller.

Buyer's Agent/Tenant's Agent (Requires written agreement with Buyer)

If a Buyer signs a written Buyer Agency Agreement with us, we will act as an agent for the Buyer. If so, we represent the Buyer and owe the Buyer a duty of utmost good faith, loyalty and fidelity in addition to the **obligations** enumerated below for Intermediaries. The Buyer is legally responsible for our actions as an agent, when the Buyer's agent is acting within the scope of the agency relationship. As a Buyer's Agent, Wyoming law requires us 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, we have duties to disclose to the Buyer certain information; therefore, the Seller should not tell us 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 maybe 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.

Buyer(s) _____

Seller(s) _____

As an Intermediary (Non-Agent), we 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. We will have the following **obligations** to you:

- perform the term 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 or property we receive;
- 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;
- 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; and
- 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, we will disclose all information to each party, but will not disclose the following information without your informed consent:

- that you may be willing to agree to a price different than the one offered;
- 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 us wants to look at or submit an offer on property we have listed as an agent for the Seller, the Seller and the Buyer may consent in writing to allow us 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.

Buyer(s) _____

Seller(s) _____

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 FIDELITY 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 OR 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 ACKNOWLEDGMENT, 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 _____(date), I provided (Seller) (Buyer) with a copy of this Real Estate Brokerage Disclosure and have kept a copy for our records.

Brokerage Company _____ 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'S SIGNATURE _____

SELLER'S SIGNATURE _____

BUYER'S SIGNATURE _____

BUYER'S SIGNATURE _____