Auction Sale Document No. 3

Please insure this form is completely filled out, signed, and notarized prior to submittal.

SALE # 1078

STATE OF MONTANA

DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION

Offer to Purchase and Bid Deposit Receipt

The undersigned Potential Bidder (hereinafter called "Bidder"):

_____

Please print name(s) and address exactly as you would like title conveyed on the Deed

Bidder(s) offer(s) to purchase from the State of Montana, by and through the State Board of Land Commissioners and the Montana Department of Natural Resources and Conservation (hereafter referred to as "State") the parcel described below upon the terms and conditions set forth herein should the Bidder's offer be accepted by the State as

□joint tenants with rights of survivorship, □tenants in common, □single in his/her own right, □other _____ and offers to purchase the following described parcel commonly known as:

SE4SE4	16	9N	6W	Powell
(Legal description)	Sec.	Twp	Rge	County

Amount of Bid Deposit Enclosed: $11,800.00 Due Date: October 29, 2020

Should the State accept the bid of the above-described Bidder at the designated public oral auction for the purchase of the above-described parcel, the State and the Bidder, hereby agree that:

1. Bids at the auction are for the purchase of the land only. Bidder will be required to sign a Buy-Sell Agreement at the close of the auction, the form of which should be reviewed prior to submitting this Bid Deposit. A sample copy of the Buy-Sell Agreement will be included in all bid packages.
2. Bidder shall pay the balance owed on the purchase price of the parcel together with the processing and closing costs on or before the closing date which shall be set after the Land Board approves the winning bid at auction. Receipt by the State of the balance owed constitutes the effective date of sale which shall be the Closing Date. If the payment due is not made on the Closing Date, Bidder forfeits their entire bid deposit, which is being held by the State.
3. If the parcel is under lease, the State will terminate the active Lease on the Closing Date.
4. The State is exempt from paying real property taxes. As of the Closing Date, Bidder shall be responsible for all subsequent real property taxes.
5. Bidder represents if acting on behalf of a corporation, partnership, or other non-human entity, that he/she is duly authorized to enter into this Agreement on behalf of such entity.
6. Per ARM 36.25.707(8) the department shall retain the bid deposit and processing costs of the successful bidder, which will be applied toward the purchase price. The department shall return the bid deposits of all unsuccessful bidders within 15 business days following the auction.
7. The State retains any and all access easements across the parcel unless specifically stated otherwise.
8. Conditions of title may change before the auction. At the auction, if title conditions have changed, bidders will be provided with an updated Land Status Report and the parcel will be sold subject to the updated Report.
9. The parcel shall be sold "AS IS", subject to all existing easements or claims of easements, rights of way, encumbrances, zoning ordinances and applicable building codes, laws and regulations, encroachments, and other matters which normally would be disclosed by an accurate title commitment or title policy, survey or inspection of the premises.
10. Other Conditions: This offer to purchase and bid deposit receipt is subject to the terms and conditions set forth in the Invitation To Purchase, the Buy-Sell Agreement, any Deed Restrictions, and incorporated into this document by this reference.

The Bidder hereby verifies that they have read and understood the provisions of this agreement.

_____	XXX-XX-_____	_____
Bidder Signature	Tax ID Number	Date
_____	XXX-XX-_____	_____
Bidder Signature	Tax ID Number	Date

State of Montana
County of _____
Signed and acknowledged before me on _____ by _____.
(Name of Signer)

_____
(Notary Signature)

RECEIPT

_____ _____
Deidra Kloberdanz, Trust Lands Management Division Date
Dept. of Natural Resources and Conservation