POWER OF ATTORNEY

I, _____
(insert your name and address)

appoint _____
(insert the name and address of the person appointed)

as my agent (attorney-in-fact) solely for the purpose of appearing and bidding at public oral auction on my behalf for the purchase from the State of Montana, by and through the State Board of Land Commissioners and the Montana Department of Natural Resources and Conservation, of the real property listed below:

SALE #	ACRES	LEGAL DESCRIPTION	COUNTY
SALE	+	LEGAL, COS , Section, T N-R W	COUNTY

The above named agent's authority shall include the power to orally bid and sign any and all documentation associated with the bidding and purchase of the foregoing described real property. The above named agent shall have no authority not specifically authorized herein. Any third party who receives a copy of this document may act under it. This Power of Attorney is effective immediately. I may revoke this power of attorney by a written document that expressly indicates my intent to revoke. Any person, including my agent, may rely upon the validity of this power of attorney or a copy thereof unless that person knows it has terminated or is invalid. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this Power of Attorney. If this Power of Attorney is not earlier terminated by applicable law or by the terms hereof, it shall, in all cases terminate on the first to occur between the date of closing of any transaction for the purchase and sale of the above-described real property or a decision by the State of Montana that there are no remaining eligible bidders to purchase the above-described real property.

Signed this_____ day of _____, _____.

_____

State of Montana
County of _____

This document was acknowledged before me on _____.

Name of Principal: _____.

_____
Notary Public for the State of Montana
Residing at: _____
(Notarial Seal) **My commission expires: _____**

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IMPORTANT INFORMATION FOR AGENT

Agent's Duties:

When you accept the authority granted under this power of attorney, a special legal relationship is created between you and the principal. This relationship imposes upon you legal duties that continue until you resign or the power of attorney is terminated or revoked. You must:

(1) Do what you know the principal reasonably expects you to do with the principal's property or, if you do not know the principal's expectations, act in the principal's best interest;
(2) Act in good faith;
(3) Do nothing beyond the authority granted in this power of attorney; and
(4) Disclose your identity as agent whenever you act for the principal by writing or printing the name of the principal and signing your own name as 'agent' in the following manner; (Principal's Name) by (Your Signature) as Agent

Unless Special Instructions in this Power of Attorney state otherwise, you must also:

(1) Act loyally for the principal's benefit;
(2) Avoid conflicts that would impair your ability to act in the principal's best interests;
(3) Act with care, competence, and diligence;
(4) Keep a record of all receipts, disbursements, and transactions made on behalf of the principal;
(5) Cooperate with any person that has authority to make health care decisions for the principal to do what you know the principal reasonably expects or, if you do not know the principal's expectations, to act in the principal's best interest; and
(6) Attempt to preserve the principal's estate plan if you know the plan and preserving the plan is consistent with the principal's interest.

Termination of Agent's Authority:

You must stop acting on behalf of the principal if you learn of any event that terminates this power of attorney or your authority under this power of attorney. Events that terminate a power of attorney or your authority to act under a power of attorney include:

(1) Death of the principal
(2) The principal's revocation of the power of attorney or your authority;
(3) The occurrence of a termination event stated in the power of attorney;
(4) The purpose of the power of attorney is fully accomplished; or
(5) If you are married to the principal, a legal action is filed with a court to end your marriage, or for your legal separation, unless the Special Instructions in this power of attorney state that such an action will not terminate your authority.

Liability of Agent:

The meaning of the authority granted to you is defined in the Uniform Power of Attorney Act, Title 72, chapter 31, part 3. If you violate the Uniform Power of Attorney Act, Title 72, chapter 31, part 3, or act outside the authority granted, you may be liable for any damages caused by your violation. If there is anything about this document or your duties that you do not understand, you should seek legal advice.