The Montana Department of Natural Resources & Conservation

Agreement To Sell Improvements
Sale No.

This Agreement is entered into on the _____ day of _____, 20___, by and between the **STATE OF MONTANA, STATE BOARD OF LAND COMMISSIONERS** ("Land Board"), administered through the **Department of Natural Resources and Conservation** ("Department"), PO Box 201601, Helena, MT 59620-1601, (collectively "State") and _____ ("Applicant"), for the sale of a State of Montana cabin/home site, described as:

Legal Description	Sec.	Twp.	Rng.	County

The purpose of this Agreement is to set forth the terms and conditions under which the cabin/home site, the real property owned by the State, together with any and all surface improvements (which would constitute improvements and fixtures if the land and improvements and fixtures were owned by the same party, hereinafter the "improvements") currently owned by the Applicant, are to be sold at public auction.

1. **LAND VALUE.** The underlying real property owned by the State shall be auctioned at public oral auction and sold for not less than the minimum bid set by the land board, which shall be the minimum opening bid at the auction:

   Minimum Bid for the Land: $_____

   Any amount bid in excess of the above minimum bid of the land shall only be attributed to the amount to be paid for the land.

2. **IMPROVEMENTS VALUE.** If the Applicant is not the successful bidder, the improvements owned by the Applicant shall be purchased by the successful bidder for no more than the maximum amount as determined by the Land Board as follows:

   Maximum Amount to be Paid for Improvements: $_____

   The Applicant shall not receive more than the maximum amount to be paid for improvements upon the sale of the cabin/home site regardless of the final bid price at the auction.

3. **LIENS AND MORTGAGES**. The improvements shall not be subject to any mortgage, deed of trust, or other lien or encumbrance affecting title to the improvements or which appears on title pursuant to a title commitment of the land that cannot be satisfied out of the appraised value of the improvements or that the Department otherwise determines to be unacceptable or render continuing to public auction impracticable. The improvements shall be conveyed by a Bill of Sale, free of all liens and encumbrances, at the time of closing. No additional encumbrances or other adverse title conditions will be placed against the title to the improvements subsequent to the date of this Agreement.

4. **MARKETING AND PUBLIC VIEWING.** The Applicant hereby acknowledges that the cabin/home site and the improvements will be actively marketed prior to the date of the auction and agrees to cooperate with Department staff to photograph/video the site and improvements and to schedule at least one open house where members of the public will be invited to view the interior and exterior of all improvements that are located on the parcel without any interference or restrictions. The Department assumes no responsibility or liability for any damages that may occur during the open house. The Department shall advertise the date(s) for the open house(s). The date(s) for the open house(s) shall be no

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less than ten (10) days in advance of the Bid Deposit due date and must be between the hours of 8:00 AM and 6:00 PM and for a duration no shorter than 4 hours total for the open house(s).

The Applicant proposes that the open house(s) be held on:_____.

5. **LEASE OBLIGATIONS, CANCELLATION AND WAIVER.** The Applicant, and, if applicable, each other lessee of the cabin/home site to be auctioned, has caused to be executed, notarized, and delivered to the Department, an Agreement to Terminate State Lease Due to Land Sale in a form provided by the Department, in substantial form as Auction Document No. 1.3. The Agreement to Terminate State Lease Due to Land Sale shall take effect contemporaneous with closing, but shall be of no effect if the sale does not close. In the event a Buy-Sell Agreement is terminated without closing the sale contemplated therein, the Department reserves the right to execute a new Buy-Sell Agreement with the next successive high bidder(s). The Applicant shall be required to remove all personal property from the cabin/home site upon termination of the State Lease.

6. **BILL OF SALE.** The Applicant has executed, notarized, and delivered to the Department a Bill of Sale for the improvements in a form provided by the Department. The Applicant hereby warrants that the Applicant is the sole owner of the improvements. The Applicant further promises to pay any and all taxes and assessments relating to the Applicant's improvements, prorated through the date of closing.

7. **REMOVAL OF PERSONAL PROPERTY AND VACATION OF LEASED PREMISES.** The Applicant hereby agrees that in the event Applicant is not the successful bidder at auction, Applicant shall vacate the premises and remove all items of personal property. The Applicant shall peaceably yield possession of the improvements to the successful purchaser in the same condition, normal wear and tear excepted, as of the effective date of this Agreement. The Applicant will provide all keys and/or means to operate locks, mailboxes, security systems, alarms, garage door openers, etc., to the closing agent at the time of closing. The Applicant agrees that they intentionally relinquish any claim of ownership in any items of personal property remaining on the cabin/home site after the closing date. The Applicant understands that there is no grace period for removing any items of personal property after the closing date. Any remaining items of personal property shall be conclusively deemed to have been abandoned by the Applicant.

8. **PEACEABLE ACCESS TO IMPROVEMENTS.** In the event the Applicant is not the successful bidder at auction, the Applicant agrees to allow peaceable access to the improvements to any agents designated by the successful bidder at auction necessary only to facilitate their purchase of the cabin/home site and improvements, e.g. an appraiser sent by a lender with whom the successful bidder is seeking purchase money financing.

9. **BUY-SELL AGREEMENT.** The successful bidder will be required to enter in a Buy-Sell Agreement upon the close of the auction. The failure by a successful bidder to enter into such agreement or the successful bidder's failure to pay the bid amount for the land, or the failure to close the Buy-Sell Agreement in accordance with its terms and conditions shall result in the forfeiture of all fees and costs, including the bid deposit, and the auction shall be considered unsuccessful. The Applicant shall be entitled to the amount paid for the improvements only upon the successful closing of the Buy-Sell Agreement.

Execution of the Agreement does not guarantee that the cabin/home site will be sold. The Department or the Land Board may determine that a land sale would not be in the best interest of the trust beneficiary at any point prior to the close of escrow.

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This Agreement must be signed by all improvement owners. Please use additional blank pages if necessary to obtain all signatures and notarization. The Department cannot provide you with any legal advice. If you have any questions regarding the legal effect of this form, you should engage the services of an attorney before signing this Agreement to Sell Improvements.

By signing below, I hereby represent that all of the owners of the non-State owned improvements have read and signed this Agreement and agree to abide by all of its terms regarding the sale at public auction of the State owned parcel and the non-State owned improvements.

APPLICANT

Signature:_____ **Date:**_____

Printed Name:_____

Signature:_____ **Date:**_____

Printed Name:_____

State of Montana
County of _____

This instrument was signed or acknowledged before me on _____day of_____, _____ by

_____. _____
(Name of Signer(s). **(Notary Signature)**
[Affix seal/stamp to the left]

State of Montana
County of _____

This instrument was signed or acknowledged before me on _____day of_____, _____ by

_____. _____
(Name of Signer(s). **(Notary Signature)**
[Affix seal/stamp to the left]

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DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION

Signature:_____ **Date:**_____

Printed Name:_____ **Title**:_____

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