The Montana Department of Natural Resources & Conservation

Invitation to Purchase State Land at Public Oral Auction and General Terms and Conditions For Cabin/Home Site Sale No.

The Montana Department of Natural Resources and Conservation (DNRC) Forestry and Trust Land Division offers a parcel of land in _____ County (the "cabin/home site") for sale at public oral auction. Information and bid packages are available on the DNRC website at: https://dnrc.mt.gov/cabinsitesales.

For more information, please contact Brent Neace at (406) 444-4289 or brent.neace@mt.gov, or the local DNRC Land Office for more information.

CABIN/HOME SITE DESCRIPTION

_____

Legal Description Sec. Twp. Rng. County

APPRAISED VALUE / MINIMUM BID

The minimum bid of each property has been established by the State Board of Land Commissioners (Land Board). Bids at this auction are for the purchase of land only. The minimum bid will be used as the minimum acceptable bid at the auction under the terms and conditions provided herein.

The minimum bid is $ [ ]

ADDITIONAL PURCHASE OF IMPROVEMENTS

The improvements and any other personal property (improvements) on the cabin/home site are owned by a prior lessee or other third party. The successful bidder (Buyer) shall be required to pay the sum of
$_____, which is the appraised value of the improvements, in addition to the purchase price of the cabin/home site determined by the highest bid at the auction, in accordance with MCA §77-2-318.

PROCESSING COSTS AND CLOSING COSTS

Buyer shall also pay approximately $_____ for all processing costs related to the sale, which include, but are not limited to, the cost of the appraisal attributable to the improvements, legal advertisements of the sale, water rights transfer fees, and the indirect costs administrative fee. This cost is an estimate only. If actual costs differ from this estimate, either credit or debit will be reflected on the settlement statement at closing. The State shall pay one-half (½) of the closing agent's closing and escrow fees for the sale of the land. Buyer shall pay one-half (½) of the closing agent's closing and escrow fees for the purchase of the land. In addition, Buyer shall pay all other closing costs related to the sale, including but not limited to closing agent's closing and escrow fees for purchase of improvements, recording fees, title insurance (to be purchased only at buyer's option), and lender fees (if any).

SITE INSPECTION AND OPEN HOUSES

The cabin/home site will be sold "AS IS", meaning it will be sold in its present condition. Buyer purchases the cabin/home site without any recourse against the State for its conditions or faults, whether the faults are apparent or not. Interested parties are strongly encouraged to do an onsite inspection of the cabin/home site and improvements prior to submitting an *Offer to Purchase and Bid Deposit Receipt*. There will be a minimum of one four-hour open house during which the cabin/home site and all improvements will be open to viewing by the general public. The open house is scheduled to occur _____.

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ACCESS RESERVATIONS

The State shall convey the cabin/home site with whatever access the State has to convey. The State will reserve any and all easements or rights of way to other public or state trust land, former public or state trust land, public water, and any existing easements or rights of way purchased to access adjacent private lands.

PUBLIC RECORDS INSPECTION

The cabin/home site will be sold subject to all existing easements, encumbrances, zoning ordinances and applicable building codes. It is recommended that interested parties inspect all public records pertaining to this cabin/home site prior to submitting an *Offer to Purchase and Bid Deposit Receipt*.

RESERVATION OF MINERAL RIGHTS

All mineral and access rights described in MCA §77-2-304 shall be reserved from sale.

AUCTION DATE, TIME, AND LOCATION

_____, 20___, at _____ AM
_____, _____, _____, Montana

TERMS OF THE AUCTION

A Bid Deposit equal to Five Percent (5%) of the minimum bid must be submitted to DNRC with a completed *Offer to Purchase and Bid Deposit Receipt* by _____, 20___. The Bid Deposit of Buyer will be applied to the purchase price. The entire balance of the purchase price, along with the improvements cost, processing costs, and Buyer's share of the closing costs must be paid in full on the closing date. DNRC will set a closing date that is mutually agreeable to Buyer and DNRC. Closing must occur within 120 days of final approval by the Land Board. If Buyer fails to pay all amounts due on the closing date, the entire Bid Deposit will be forfeited to DNRC without any further action required by DNRC. All unsuccessful Bid Deposits will be returned to the submitter within fifteen (15) days of the auction date.

BID DEPOSIT

A Bid Deposit in the amount of $_____ is required in the form of a cashier's check or other certified funds drawn on any Montana bank, made payable to the Department of Natural Resources and Conservation. **Do Not Send a Personal Check.** Each *Offer to Purchase and Bid Deposit Receipt* must be made on the form available on the DNRC website.

QUALIFIED BIDDERS

All persons must be at least 18 years of age to participate in the auction. Bids made by public employees must comply with the Standards of Conduct set forth in Title 2, Chapter 2, MCA. Pursuant to MCA. §77-1-113 State employees may be disqualified from participation in the auction. All bidders who plan to obtain financing to purchase the cabin/home site will be required to provide a prequalification letter from a mortgage broker or lending institution for at least the minimum bid amount plus the value of the improvements. All other bidders will have to provide proof of funds showing cash deposits equal to at least the minimum bid amount plus the value of the improvements.

DEADLINE TO SUBMIT BID DEPOSIT

The *Offer to Purchase and Bid Deposit Receipt* form and a bid deposit of $ _____, along with either a prequalification letter or proof of funds, must be received by DNRC, no later than **5:00 PM on _____, 20___**. Bid Deposits received after the deadline will not be considered. Incomplete, unsigned, and/or not dated *Offer to Purchase and Bid Deposit Receipt* forms will be disqualified. Offers submitted without the sufficient bid deposit and proof of funds or prequalification letter will be disqualified.

AUCTION PARTICIPANTS

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Only those individuals who submit a complete *Offer to Purchase and Bid Deposit Receipt* form along with the Bid Deposit and a prequalification letter or proof of funds will be allowed to participate in the auction.

SALE PROCEDURE

On the day of the auction, DNRC staff will hold a public oral auction for the sale of the land. All qualified bidders must appear in person or be represented by a legal representative at the auction to present an oral bid. Only qualified bidders will be allowed to bid. Bids for less than the minimum bid will not be accepted. If there are multiple qualified bidders, the bidding will continue until no one wishes to offer a higher bid. If one of the qualified bidders is a current lessee, they will be allowed to match the highest bid until such time that there is no longer a higher bid, or the current lessee does not want to match the highest bid. The land will be sold at the highest bid. At the close of the auction, the highest bidder shall execute a Buy-Sell Agreement with DNRC for the purchase and sale of the cabin/home site, the form of which is included with this bid package and can be viewed on the DNRC website.

CLOSING

DNRC will set a closing date that is mutually agreeable to both parties provided that such date shall be within one hundred twenty (120) days of final approval of the Land Board. DNRC will choose the closing agent. If closing with a title company, purchaser shall pay the balance of the purchase price on the date of closing. If Bureau is conducting the closing, the purchaser shall pay the balance of the purchase price within 30 days of the dated closing instructions letter sent to purchaser. An additional 30 days may be granted at the purchaser's request to the Bureau in writing. The balance of the purchase price for the cabin/home site, the cost of the improvements, the processing costs and Buyer's share of the closing costs, must be paid in full at the closing in the form of cashier's check or other certified funds drawn on a Montana bank, and made payable to DNRC.

Buyer is expressly not authorized to proceed with adding new improvements, and/or changes to the property or improvements (including but not limited to utilities) until the sale has closed.

REAL PROPERTY TAXES

The State of Montana is exempt from paying real property taxes. The purchaser will be responsible for future real property taxes from the date of closing. Taxes and assessments due for the current year on the improvements, if any, shall be prorated between the improvements owner and Buyer as of the closing date.

TITLE INSURANCE

DNRC does not warrant title to this property and will not provide any title insurance. Buyer may elect to order and purchase title insurance at Buyer's expense.

CONVEYANCE

Title to the cabin/home site shall be delivered by Patent, or Quit Claim Deed, to be determined by DNRC.

CONDITIONS

DNRC reserves the right to postpone or cancel this offering, in whole or in part, to change the minimum price of the parcel, or to withdraw parcel from this sale at any time prior to the sale, without notice. DNRC shall not be liable for any expenses incurred by any parties participating in this sale as a result of, but not limited to, a change in the minimum price or withdrawal of the parcel from sale.

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