

STATE OF MONTANA
DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION
Real Estate Buy-Sell Agreement for the Sale and Purchase of
State of Montana Cabin/Home Site Sale No. Site 12

This Real Estate Buy-Sell Agreement (the "Agreement") is made effective this _____ day of _____, 20____, by and between the State of Montana, Department of Natural Resources and Conservation, PO Box 201601, Helena, MT 59620-1601, (the "Seller") and _____, whose mailing address is _____, (the "Buyer"), for the purchase and sale of that certain real property located in Ravalli County, Montana, with a common street address of 114 Forth of July, Darby, MT 59829, (the "Cabin/Home Site"), which is more particularly described as follows:

Lot 12 of CS 772731-TR, Located in the SW ¼ of the SE ¼,	3	2 South	22 West	Ravalli
Legal Description	Sec.	Twp.	Rng.	County

TOGETHER WITH certain "Personal Property" consisting of property which would normally be considered to be improvements and fixtures if one owner owned both the land and the improvements and fixtures on said land. The Personal Property does not belong to Seller but rather belongs to a third party, most commonly the last lessee of record of the Cabin/Home Site acquired by Buyer by bid at public auction. The Personal Property is identified in the Bill of Sale available to Buyer prior to and at the time of the public auction. The Department established the "Maximum Value" that the Buyer shall pay for the Personal Property. The Personal Property will be transferred to Buyer via signed Bill of Sale as set forth below, unless Buyer currently owns the Personal Property.

The Cabin/Home Site contains approximately 0.35 acres of land, more or less. Hereinafter the Cabin/Home Site and the Personal Property may be referred to collectively as the "Property".

1. PURCHASE PRICE AND PAYMENT. The total Purchase Price for the Property is the amount of the successful bid for the Cabin/Home Site at public auction plus the Maximum Value of the Personal Property.

- a. Purchase Price if Buyer is the Current Owner of the Personal Property.** If Buyer is the current owner of the Personal Property, the Purchase Price shall be the amount of the successful bid, _____ Thousand and No/100 Dollars (\$_____), which shall be paid to Seller in cash or other readily available funds at closing.
- b. Purchase Price if Buyer is Not the Current Owner of the Personal Property.** If Buyer is not the current owner of the Personal Property, the Purchase Price shall be the amount of the successful bid, _____ Thousand and No/100 Dollars (\$_____), which shall be paid to Seller, plus the Maximum Value of the Personal Property, One Hundred Thirty Four Thousand and No/100 Dollars (\$134,000.00), which shall be paid to the current owner of the Personal Property, in cash or other readily available funds at closing.
- c. Deposit.** Buyer has deposited the Bid Deposit amount of \$4,200.00 with Seller, which Seller acknowledges has been paid and will be considered part of the purchase price.
- d. Processing Costs.** In addition to the Purchase Price, Buyer shall pay Processing Costs in the amount of \$To Be Determined, to be paid to Seller in cash or other readily available funds at closing. The Processing Costs are owed in addition to the Purchase Price and shall not be considered part of the Purchase Price.

2. CLOSING. The sale shall be closed in the Water Resources office of the Department of Natural Resources and Conservation, 1424 9th Avenue, PO Box 201601, Helena, MT 59620-1601, (the "Closing Agent"), unless otherwise agreed in writing by the parties. At closing, Buyer and Seller shall deposit in escrow with Closing Agent all instruments, documents, and monies necessary to complete the sale in accordance with this Agreement. As used herein, "closing" or "closing date" means the date of which all appropriate documents are recorded and delivered as provided herein or in said document(s).

- a. Closing Costs and Prorations.** Taxes and assessments for the current year, if any, shall be prorated between the prior owner of the Personal Property and Buyer as of the date of closing. Seller shall pay one-half (½) of Closing Agent's closing and escrow fees. Buyer shall pay one-half (½) of Closing Agent's closing and escrow fees. In addition, Buyer shall pay all other closing costs, including but not limited to: (1) recording fees for the cost of recording the State Deed; (2) the cost for any title insurance purchased at Buyer's option; (3) lender fees, if any, together with all associated recording fees, if any; and (4) any other cost, fee, or expense which may be reasonably required in order for the transaction to close.

inspection for lead-based paint hazards of any residential dwelling was built prior to 1978. To the extent the Property constitutes a residential dwelling built prior to 1978:

- a. **Buyer's Acknowledgement of Lead-Based Hazards.** The Buyer's execution of this instrument constitutes buyer's acknowledgement that Buyer is aware of the above hazards and recommendation for a risk assessment and inspection; and
 - b. **Seller's Disclosure of All Known Lead-Based Hazards.** The Seller's execution of this instrument constitutes Seller's representation Seller has no knowledge of any lead-based paint hazards and has no possession of any information, risk assessment, or inspections regarding the same, unless attached to or incorporated by this instrument; and if Seller should become aware of the same at any time before the closing date, Seller will provide the buyer copies of the same.
9. **NOXIOUS WEEDS DISCLOSURE.** Buyers of property in the State of Montana should be aware that some properties contain noxious weeds. The laws of the State of Montana require owners of property within this state to control, and to the extent possible, eradicate noxious weeds. For information concerning noxious weeds and your obligations as an owner of property, contact either your local County extension agent or Weed Control Board.
10. **MEGAN'S LAW DISCLOSURE.** Pursuant to the provisions of Title 46, Chapter 23, Part 5 of the Montana Code Annotated, certain individuals are required to register their address with the local law enforcement offices agencies as part of Montana's Sexual and Violent Offender Registration Act. In some communities, law enforcement offices will make the information concerning registered offenders available to the public. If you desire further information please contact the local County Sheriff's office, the Montana Department of Justice, in Helena, Montana, and/or the probation officers assigned to the area.
11. **DEFAULT.** Time is of the essence of this Agreement. If Seller defaults hereunder, Buyer shall be entitled to a refund or return of any Deposit and other costs/fees paid to Seller pursuant to this Agreement and Seller shall have no further obligation to Buyer hereunder. If Buyer defaults, the Deposit and all costs/fees paid by Buyer shall be forfeited to Seller as liquidated damages and upon the forfeiture thereof to Seller, Buyer shall have no further obligation or liability hereunder.
12. **NOTICES.** Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including US Postal Service Express Mail) or certified mail. Any notice given by certified mail shall be sent with return receipt requested. All notices shall be addressed to the parties at the addresses set forth in this Agreement, or at such other addresses as the parties may from time to time direct in writing. Any notices shall be deemed given on the earlier of: (a) actual delivery or refusal, or (b) three (3) days after mailing by certified mail.
13. **NON ASSIGNABILITY & SURVIVABILITY OF OBLIGATIONS.** This Agreement may not be assigned without the written consent of both parties. Seller does not at this time anticipate consenting to any assignment of this Agreement or Buyer's rights hereunder. But if so assigned, each transferee shall be obligated under this Agreement in the same manner as its transferor and each transferor shall remain liable for it unless specifically stated otherwise in writing.
14. **INTEGRATIONS & MODIFICATIONS.** This Agreement constitutes the whole agreement between the parties. Except as identified in this Agreement, there are no other prior written agreements and no prior or contemporaneous oral agreements that are a part of this Agreement. No modification to this Agreement shall be valid, unless in writing and executed by both parties.
15. **EFFECTIVE DATE.** This Agreement shall be binding on the execution date, which is the date the last required party executes it.

BUYER'S SIGNATURE(S)

Signature Date

Printed Name

Signature Date

Printed Name

SELLER'S SIGNATURE
Department of Natural Resources and Conservation

Signature Date

Printed Name

Title

SAMPLE