

- *Savane Estates* -

# Land & Vacant Lots with Hunting Rights



**Timed Online Auction – Ends at 1 P.M. on Wednesday, November 16<sup>th</sup>, 2016**

*Offering 19 individual parcels  
12 miles northeast of Townsend, MT*

Each parcel sells with a two year hunting right on  
a large ranch known for trophy game.



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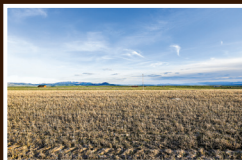
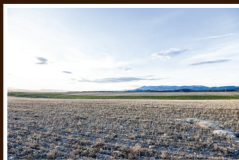
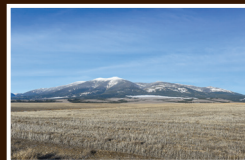
# Timed Online Auction – Ends at 1 P.M. on Wednesday, November 16<sup>th</sup>, 2016



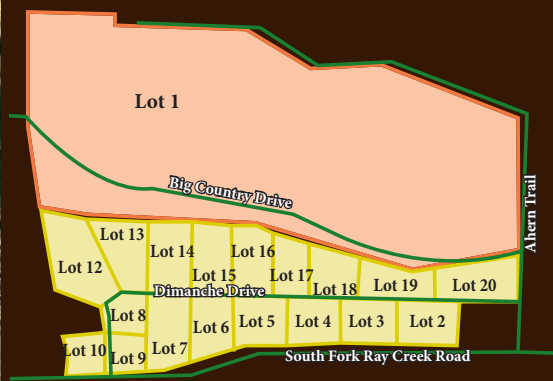
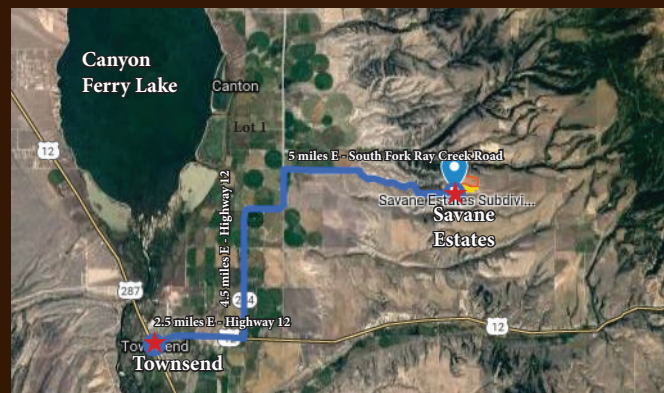
*Known as the Savane Estates, this auction features a 138 acre parcel and 18 parcels ranging from 2 to 7 acres each, located 12 miles northeast of Townsend, Montana, between Canyon Ferry Lake and the Big Belt Mountains. Each parcel sells with a two year hunting right on over 3000 acres of the Clark Ranch, known for trophy elk, deer and antelope.*

**DESCRIPTION:** Offering beautiful views of the mountains, located just 5 miles from Canyon Ferry Lake and ready to be built on, these lots offer access to limitless outdoor recreational possibilities and solitude, yet easy access to the necessary amenities offered by nearby grocery stores and fuel stations. Each parcel sells with 2 year of hunting rights on the Clark Ranch, known for trophy elk, deer and antelope. Electricity is installed to each lot, serviced by Vigilante Electric. Access to the property is via South Fork Ray Creek Road, a maintained county road. From Highway 284, it is approximately 5 miles of gravel to the property.

**HUNTING RIGHTS:** A hunting right sells with each parcel for elk, deer, and antelope. Buyer will receive four consecutive days of hunting on the Clark Ranch, Townsend, Montana, for the 2017 and 2018 hunting seasons. Hunts are non-guided and will be scheduled on a first come/first serve basis with the Clark Ranch. Hunting areas include Ray Creek and Cottonwood Creek drainages at the foothills of the Big Belt Mountains. Hunters are responsible for acquiring proper hunting licenses and tags.



Lot 1	138.8 ac	Lot 5	4.15 ac	Lot 9	2.46 ac	Lot 14	4.50 ac	Lot 18	3.33 ac
Lot 2	4.00 ac	Lot 6	4.91 ac	Lot 10	2.15 ac	Lot 15	4.00 ac	Lot 19	3.32 ac
Lot 3	3.99 ac	Lot 7	4.99 ac	Lot 12	6.83 ac	Lot 16	4.00 ac	Lot 20	4.48 ac
Lot 4	3.99 ac	Lot 8	2.46 ac	Lot 13	4.57 ac	Lot 17	3.17 ac		



**Register & Bid at [www.ShobeAuction.com](http://www.ShobeAuction.com)**

## By participating in this auction the bidder agrees to the following terms and conditions:

### EACH LOT SELLS SUBJECT TO SELLERS APPROVAL OF THE FINAL BID.

Seller has 24 hours to accept or reject each final bid. Bidders will be notified of the Seller's acceptance or rejection of their bid(s). Seller reserves the right to accept or reject any or all of the final bids.

**THIS IS AN ONLINE ONLY AUCTION:** All bidding will take place on the internet at [www.ShobeAuction.com](http://www.ShobeAuction.com). If you prefer to bid in person or via phone, please call the office at (406) 538-5125 to make arrangements.

**BUYER'S PREMIUM:** There will be a Five Percent (5%) Buyer's Premium added to the winning bid price to arrive at the total contract price to be paid by the Buyer. Example: \$100,000 final bid + 5% = \$105,000 Total Contract Price

**PROCEDURE:** This will be Online Only Bidding forum with increments as determined by the Auctioneer. Bidding starts at the nominal Opening Bid indicated and is open to the public. The Auctioneer is the sole arbiter and controller of the conduct of the auction and shall be the final and absolute authority without liability to any party.

**AUCTION ENDING:** Beginning at the stated closing time, the auction software will conclude bidding for the auction property with the following exception: if a bid is placed in the last three (3) minutes, bidding will be extended for an additional three (3) minutes. This will continue until three (3) minutes elapse without any bids, at which time the auction will close and the property will be declared "Sold" to the highest bidder.

**EARNEST MONEY:** \$5,000.00 (USD) per-parcel is due within 24 hours following the confirmed acceptance of the Buyer's final bid. Earnest money will be held in escrow by the title company until closing, at which time it will be applied to the Buyer's closing statement. Earnest money is non-refundable. In no instance will Earnest Money be refunded to the Buyer.

**BUY-SELL AGREEMENT:** The Buyer shall execute a Buy-Sell Agreement, in the form provided by the auctioneer, without modification, immediately after being declared the high bidder and no later than Friday, November 18th, 2016 by 1:00 p.m. at Shobe Auction & Realty's office located at 408 W. Main, Lewistown, MT. Email: [kyle@shobeauction.com](mailto:kyle@shobeauction.com). Fax: 406-538-8666.

**CLOSING DATE:** Closing of the real estate transaction will take place on or before December 16th, 2016 at Rocky Mountain Title & Insured Closing Services, Inc., Helena, Montana. The balance of the purchase price shall be paid at closing.

**AGENCY:** Shobe Auction & Realty and its representatives are exclusive agents of the Seller and are agents of no other party in this transaction.

**BUYER'S AGENT:** Shobe Auction & Realty will cooperate with a Buyer Broker, provided the Buyer and his/her Broker agrees with and complies with the terms of the Buyer Broker Participation Agreement, available by contacting Shobe Auction & Realty.

**YOUR BIDDING IS NOT CONTINGENT UPON FINANCING:** Buyer must have financing arranged, if needed, and be capable of paying cash at closing.

**TITLE INSURANCE:** Seller shall provide an Owner's Policy of Title Insurance in the amount of the purchase price, and shall execute a warranty deed conveying the real estate to the Buyer(s).

**DEED:** Seller shall provide a warranty deed.

**CLOSING AGENT CLOSING FEE:** Equally shared between Seller and Buyer.

**HUNTING RIGHTS:** The Buyer will receive the right to hunt for 4 consecutive days during regular hunting season on 3,000 +/- acres of the Clark Ranch for the 2017 and 2018 hunting seasons. Hunter is allowed to hunt elk, deer and/or antelope. Hunter is responsible for his/her hunting tags and agrees to comply with state hunting laws. Dates of hunt must be confirmed with the Clark Ranch.

**WATER RIGHT:** Water Right transfer fees (if any) will be paid by the Buyer.

**TAXES:** Prorated to the date of closing.

**POSSESSION:** Buyer will receive possession at closing, subject to the rights of parties in possession, if any.

**AS-IS SALE:** The Buyer shall accept the property in an as-is condition with all faults as of the closing date and the Buyer shall specifically agree that the Seller has not and does not make any representations or warranties of any kind whatsoever, expressed or implied, to the Buyer regarding the property or any improvements thereon. The property is selling subject to anything an accurate survey or personal inspection of the property may reveal, including any existing rights-of-way, easements or claims to easements, encroachments, rights or claims of parties in possession, re-

strictive covenants and easements, flood zones, zoning or subdivision regulations, building codes, governmental agencies regulations, environmental conditions, lead-based paint, asbestos, radon gas, hazardous materials, any mineral rights, water rights, riparian or littoral rights, and reservations or conveyances, if any. The Buyer shall have satisfied himself as to the location and condition of the property, and all descriptions thereof, before bidding. All information contained in the brochure and all promotional materials, including, but not limited to, square footages, acreage, dimensions, maps, taxes, etc., was derived from court house records and is believed to be correct; however, neither the Seller nor the Auctioneer makes any guarantee or warranty as to the accuracy or completeness of such information.

**PROPERTY INSPECTION & HOME INSPECTION REPORT:** Each potential bidder is responsible for conducting, at their own risk, independent inspections, investigations, inquiries, and due diligence concerning the property. Each potential bidder shall be liable for any damage caused by any such inspections or investigations.

**NO NEW SURVEY:** The property will be conveyed according to the existing legal description. Any maps provided by Shobe Auction & Realty are approximate and are for reference only.

**MISCELLANEOUS:** All decisions of the auctioneer are final as to the methods of bidding, disputes among bidders, increments of bidding and any other matters that may arise before, during, or after the auction. Seller reserves the right to deny any person the right to participate in the auction or to ban anyone from the auction who attempts to disrupt it.

**BIDDER VERIFICATION:** The identity of all bidders will be verified, bidding rights are provisional, and if complete verification is not possible, Shobe Auction & Realty will reject the registration, and bidding activity will be terminated.

**INFORMATION:** Information was gathered from reliable sources and is believed to be correct as of the date this material is published, however, this information has not been independently verified by sellers or auctioneers. Its accuracy is not warranted in any way. There is no obligation on the part of Sellers or Shobe Auction & Realty to update this information. BY BIDDING, THE PURCHASER AGREES TO BE BOUND BY THE TERMS AND CONDITIONS HEREIN AND AS STATED IN THE PURCHASE CONTRACT.

**SERVER & SOFTWARE TECHNICAL ISSUES:** In the event there are technical difficulties related to the server, software or any other online auction-related technologies, Shobe Auction & Realty reserves the right to extend bidding, continue the bidding, or close the bidding. NEITHER THE COMPANY PROVIDING THE SOFTWARE nor SHOBE AUCTION & REALTY SHALL BE HELD RESPONSIBLE FOR A MISSED BID OR THE FAILURE OF THE SOFTWARE TO FUNCTION PROPERLY FOR ANY REASON. Email notifications will be sent to registered bidders with updated information as deemed necessary by Shobe Auction & Realty. SHOBE AUCTION & REALTY RESERVES THE RIGHT TO POSTPONE AND RESCHEDULE THE TIMED ONLINE AUCTION CLOSE DATE, DUE TO TECHNICAL ISSUES.

**DEBT COLLECTION AND INTEREST CHARGE:** The bidder agrees to pay all reasonable attorney fees and other costs incurred by Shobe Auction & Realty in its efforts to collect unpaid funds from the bidder. The bidder agrees that a fee of 2% of the outstanding balance per month be added to any unpaid balance due Shobe Auction & Realty. Any debt collection or dispute proceedings will be heard in Fergus County, Montana.

**AGE REQUIREMENT:** All bidders must be 18 years of age or older.

**BY BIDDING, THE PURCHASER AGREES TO BE BOUND BY THE TERMS AND CONDITIONS HEREIN AND AS STATED IN THE BUY-SELL AGREEMENT**

### AUCTIONEERS/REALTORS:

Jayson & Kyle Shobe  
408 W. Main  
Lewistown, MT 59457  
406-538-5125

Email: [kyle@shobeauction.com](mailto:kyle@shobeauction.com)  
[www.ShobeAuction.com](http://www.ShobeAuction.com)

### COOPERATING LISTING AGENT:

Jeannie Steele  
Keller Williams Capital Realty, Helena  
406-949-0954





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