



# Montana Department of Transportation

## Notice of Sale of Real Estate

**Larry Flynn**  
Acting Director of Transportation

**Loran Frasier**  
Transportation Commission Chairman

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NOTICE IS HEREBY GIVEN under statutory authority, Section 60-4-203 Montana Code Annotated (M.C.A.), the Montana Department of Transportation (MDT) will sell at public auction, with reserve, to the highest bidder, the real property and improvements commonly known as the Dell airstrip or Dell airport, except those improvements described in paragraph 18, below, located in Beaverhead County and being more particularly described as follows:

A tract of land located in  $W\frac{1}{2}NE\frac{1}{4}$  of Section 5, Township 13 South, Range 9 West, M.P.M. Beaverhead County, Montana, more particularly described as follows: Beginning at the northeast corner of said  $W\frac{1}{2}NE\frac{1}{4}$ ; thence Southerly along the east line of said  $W\frac{1}{2}NE\frac{1}{4}$  to the southeast corner of said  $W\frac{1}{2}NE\frac{1}{4}$ ; thence Westerly, 417.6 feet along the south line of said  $W\frac{1}{2}NE\frac{1}{4}$ ; thence North  $20^{\circ} 45'$  West, 700.3 feet; thence North  $69^{\circ} 15'$  East, 370.0 feet; thence North  $20^{\circ} 45'$  West, 1992.4 feet, more or less, to a point on the north line of said Section 5; thence Easterly, 1031.2 feet along the said north line of Section 5 to the said point of beginning, and containing in all 38.52 acres, more or less.

Also a tract of land located in  $E\frac{1}{2}SW\frac{1}{4}$  of Section 32, Township 12 South, Range 9 West, M.P.M., Beaverhead County, Montana, more particularly described as follows: Beginning at a point on the east line of said  $E\frac{1}{2}SW\frac{1}{4}$ , which said point bears Northerly along said east line a distance of 754.8 feet, more or less, from the south quarter corner of said Section 32; thence North  $20^{\circ} 45'$  West, 1378.9 feet; thence North  $69^{\circ} 15'$  East, 526.1 feet, more or less, to a point on the said east line of  $E\frac{1}{2}SW\frac{1}{4}$ ; thence Southerly along the said east line of  $E\frac{1}{2}SW\frac{1}{4}$  to the said point of beginning and containing in all 8.33 acres, more or less.

A tract of land located in  $E\frac{1}{2}NE\frac{1}{4}$  of Section 5, Township 13 South, Range 9 West, M.P.M., Beaverhead County, Montana, more particularly described as follows: Beginning at the southwest corner of said  $E\frac{1}{2}NE\frac{1}{4}$ ; thence Easterly, 868.4 feet along the south line of said  $E\frac{1}{2}NE\frac{1}{4}$ ; thence North  $20^{\circ} 45'$  West to a point on the west line of said  $E\frac{1}{2}NE\frac{1}{4}$ ; thence Southerly, 2280.8 feet, more or less, along the said west line of  $E\frac{1}{2}NE\frac{1}{4}$  to the said point of beginning, and containing in all 22.73 acres, more or less.

Also, a tract of land located in  $W\frac{1}{2}SE\frac{1}{4}$  of Section 32, Township 12 South, Range 9 West, M.P.M. Beaverhead County, Montana, more particularly described as follows: Beginning at the south quarter corner of said Section 32; thence Easterly, 1177.7 feet along the south line of said  $W\frac{1}{2}SE\frac{1}{4}$ ; thence North  $20^{\circ} 45'$  West, 2507.1 feet; thence South  $69^{\circ} 15'$  West, 303.9 feet, more or less, to a point on the west line of said  $W\frac{1}{2}SE\frac{1}{4}$ ; thence Southerly along the said west line of  $W\frac{1}{2}SE\frac{1}{4}$  to the point of beginning, and containing in all 38.95 acres, more or less.

A tract of land located in  $W\frac{1}{2}SW\frac{1}{4}$  of Section 4, and in  $E\frac{1}{2}SE\frac{1}{4}$ , and  $NW\frac{1}{4}SE\frac{1}{4}$  Section 5, Township 13 South, Range 9 West, M.P.M., Beaverhead County, Montana, more particularly described as follows: Beginning at a point on the north right of way line of an existing county road, which said point is South, 5270.7 feet, and East, 110.7 feet, more or less, from the northwest corner of said Section 4; thence Westerly, 461.1 feet along the said north right of way line of county road; thence North  $20^{\circ} 45'$  West, 2810.6 feet, more or less, to a point on the north line of said  $NW\frac{1}{4}SE\frac{1}{4}$ ; thence Easterly, 1275.6 feet along the north line of said  $NW\frac{1}{4}SE\frac{1}{4}$  and  $E\frac{1}{2}SE\frac{1}{4}$  to a point 57.0 feet West of the east line of said Section 5; thence Southerly, 1008.4 feet parallel to the east line of said Section 5; thence South  $20^{\circ} 45'$  East, 1731.3 feet to a point on the said north right of way line of a county road; thence Westerly, 428.9 feet along the said north right of way line of county road to the said point of beginning and containing in all 57.67 acres, acres more or less.

Ref. Deeds: Warranty Deed recorded 1/9/43 in Bk 105/Pg 486, Warranty Deed recorded 1/9/43 in Bk 105/Pg 487, Warranty Deed recorded 1/9/45 in Bk 105/Pg 488. The above tracts are shown and depicted on the attached Exhibit A.

Directions to the property: 540 Dell Airport Road, Dell MT 59725. The 166.2 acres are located approximately 34 miles south of Dillon and 9 miles northwest of Lima along Interstate 15.

The appraised value of the property is \$654,300.00 (six hundred fifty-four thousand three hundred dollars and no cent). This property is being sold "AS IS".

The auction will be held beginning at 11:00 a.m. on Tuesday, April 30, 2024 in the County Commissioners Room of the Beaverhead County Courthouse, 2 South Pacific Street, Dillon, Montana 59725.

The sale of said property is subject to the "Detailed Terms and Conditions of Sale" as set forth herein.

### **DETAILED TERMS AND CONDITIONS OF SALE**

1. **BIDS:** Bids may be either written or oral. Written bids must be submitted on the appropriate form to the Real Estate Services Section, Montana Department of Transportation (MDT), 2701 Prospect Ave., P.O. Box 201001, Helena, MT, 59620-1001 and received on or before April 29, 2024 by 5:00 p.m. Written bids will be opened and announced by the auctioneer at the beginning of the auction. After all written bids are announced, oral bidding may continue by all bidders present.  
  
Bid forms and envelopes for submitting written bids may be obtained by contacting the Real Estate Services Section, Montana Department of Transportation, P.O. Box 201001, Helena, MT, 59620; (406) 444-6071 or TTY 1-800-335-7592 for the hearing impaired.
2. **BID DEPOSIT:** The successful bidder must submit a deposit of 10% of the bid amount. Written bids that do not contain the required 10% deposit will be disregarded at the auction. Personal Check, Postal Money Order, Bank Draft, or Cashier's Check should be made payable to the "Montana Department of Transportation".
3. **BID BALANCE:** The successful bidder must submit the balance (bid amount less deposit) by July 1, 2024. All payments must be made payable to the "Montana Department of Transportation" and mailed or delivered to the Montana Department of Transportation, Real Estate Services Section, P.O. Box 201001, 2701 Prospect Avenue, Helena, MT 59620. The payment is timely if it is postmarked or received on or before the 60<sup>th</sup> day.
4. **APPRAISAL:** The appraised value as determined by MDT is for MDT purposes only. The appraised value is \$654,300.00. Under statutory restrictions, the State cannot accept any bid under 90% of the appraised value (\$588,870.00). Bidding will start at 90% of the appraised value, this is the reserve price required by law.
5. **BID REJECTION:** MDT reserves the right to reject any or all bids and waive non-substantive technicalities as may be deemed necessary in the interest of the State of Montana.
6. **HOW PAYMENT IS TO BE MADE:** All payments in connection with this sale must be made by one or a combination of the following: Cash, Personal Check, Postal Money Order, Bank Draft, or Cashier's Check, payable to the Montana Department of Transportation. Time is of the essence. An untimely payment is a default of these terms and conditions.
7. **DEFAULT:** In the event of default by the high bidder, the bid deposit shall be forfeited to the State. If MDT receives other bids at the auction in excess of 90% of the appraised value that would have been acceptable, MDT will hold another auction to sell the property. If MDT does not receive any acceptable bids at the auction, or if the bidder with the only acceptable bid later defaults, then MDT may sell the property at a private sale for 90% of the appraised value after the auction.
8. **COMPLETION OF THE AUCTION:** The auction is complete when the auctioneer announces that the bid deposit has been received.
9. **INSTRUMENT OF CONVEYANCE AND REVERSIONARY INTEREST:** Conveyance will be made pursuant to Section 60-4-207, M.C.A., and the successful bidder shall accept such title as is possessed by MDT, subject to MDT's reservation of a reversionary interest. The property will be conveyed by a Quitclaim Deed in substantially the form of the Quitclaim Deed attached hereto, inclusive of Exhibits A & B. NOTE: The reverter clause appears in Exhibit B of the Quitclaim Deed. Thus, the sale of the property is conditioned on the successful bidder's covenant to maintain and operate the Dell Airport so that it remains open to the public for aircraft use and free for all aircraft weighing less than 12,500 pounds. To complete the purchase, the successful bidder shall execute the Airport

Agreement that is Exhibit B of the Quitclaim Deed. A failure to do so shall constitute a default of these terms and conditions.

10. **TAXES:** MDT is exempt from paying general taxes and some special assessments; bidder shall pay all taxes and assessments that accrue on and after the date of sale.
11. **EXISTING RIGHTS:** The above lands will be sold subject to all valid existing easements. The property is also sold with any and all tenements and hereditaments of the property, and it is benefited by height restriction covenants burdening adjacent properties so as to protect the approach of aircraft to the airstrip. Copies of the height restriction covenants may be obtained from MDT or from the Beaverhead County Clerk and Recorder's Office.
12. **CERTIFICATE OF SURVEY:** If needed for recording or other purposes, the successful bidder may be required to provide a Survey at their own expense. (Note: MDT gives the successful bidder 6 months to complete the survey and pay the balance.) When the successful bidder has paid the remaining balance due for the property and has provided the required Survey, MDT will prepare and issue the Deed.
13. **RECORDATION:** MDT will record the deed for the tract of land being conveyed herein. Once recorded, MDT will transmit the deed to the purchaser. However, if a survey is required, MDT will work with the successful bidder's surveyor on filing the survey.
14. **ENVIRONMENTAL IMPACT:** If the development of this tract will require a negative environmental declaration or an environmental impact statement, the successful bidder must furnish them to the Montana Department of Environmental Quality and any other appropriate governmental agencies at bidder's own expense.

The Dell Airport is currently classified, a "site with an Inactive/Non-Operating tank" with the Department of Environmental Quality (DEQ). Records indicate the tank was installed in June of 1989. MDT became the owner of the fuel tank system in 2015. Fuel has historically been stored in the tank system. Since taking ownership, MDT has been required to conduct tri-annual (every three years) DEQ compliance inspections of the system. Compliance inspections were completed in 2018, 2021, and December 2023. Upon ownership transfer of the property to the successful bidder, MDT will no longer be responsible for the tank or the DEQ compliance inspections.

15. **ZONING:** Property is subject to any existing or future zoning ordinances.
16. **WATER RIGHT TRANSFER OWNERSHIP UPDATE DISCLOSURE:** The successful bidder is responsible for submitting the required paperwork and paying the fee(s) for transferring any water rights associated with the property. By Montana law, failure of the parties at closing or transfer of real property to pay the required fee to Montana Department of Natural Resources and Conservation for updating water right ownership may result in the transferee of the property being subject to a penalty. Additionally, in the case of water rights being exempted, severed, or divided, the failure of the parties to comply with Section 85-2-424, M.C.A., could result in a penalty against the transferee and rejection of the deed for recording.
- 17.. **ACCESS:** Physical access to the property is from a public-maintained gravel road that forms the south boundary of the property. The property address is 540 Dell Airport Road, Dell, Montana, 59724.
18. **LEASE:** There is a 2012 Dell Airport Ground Lease (Lease) which includes a 2018 Amendment and a 2023 Amendment. The Lease will terminate upon sale and transfer of the property to the successful bidder. The purpose of the Lease is to lease 15,730 square feet of ground at the Dell Airport for the purpose of constructing and occupying an aircraft hangar building for housing an aircraft for personal use only. The hangar is not owned by MDT and is not part of this auction. A copy of the Lease may be obtained from MDT.
19. **LOCKS:** MDT utilizes a universal key/lock system at our facilities statewide and shall retain ownership of all locks (including padlocks) currently on the subject property. There is a lock on the beacon shed and possibly one for access up to the beacon. Once the successful bidder has paid for the property in full, MDT will remove all locks from the facility. It is the purchaser's responsibility to replace all the locks at their own expense.
20. **OPTION TO PURCHASE HISTORICAL BEACON AND SHED:** Located upon the Dell Airport there are a historical airport beacon and shed that are eligible for listing in the National Register. MDT reserves an option to purchase those assets if the successful bidder ever decides to dispose of (by sale or otherwise) or remove them. Prior to disposal or removal, the successful bidder shall contact MDT's Real Estate Services Section in writing. The fair market value of those assets shall be determined by an MDT-approved appraiser. Prior to removal or disposal MDT shall be provided a reasonable period of time to exercise this option to purchase the same for their fair market value.