

# Public Land Auction

Eastern Upper Peninsula

*August 14th, 2026*

Alger, Alger (Dnr), Chippewa, Chippewa (Dnr), Delta, Delta (Dnr),  
Luce, Luce (Dnr), Mackinac, and Schoolcraft Counties



***Location:***

Online  
[www.tax-sale.info](http://www.tax-sale.info)

***Time:***

Auction: 10:00am EDT to 07:00pm  
EDT

*Printed information is subject to change up to the auction start time. Please check each lot listing closely for updates.*





**Follow us on Facebook for the latest updates:**  
**[www.facebook.com/taxsaleinfo](http://www.facebook.com/taxsaleinfo)**

There are two ways to bid in our auctions:

**ONLINE AT [WWW.TAX-SALE.INFO](http://WWW.TAX-SALE.INFO)**

**-or-**

**ABSENTEE BID**

(For those who have *no* computer access. Please call for assistance)

For **registered users**, our website features:

- **Photos** and detailed descriptions of properties (where available)
- **GPS/GIS** location of the property
- **Maps** of the property vicinity (where available)
- **Google Maps links** to satellite images of the area and street views of the property and neighborhood (where available)
- **Save properties** to your personalized “favorites” list
- **Personalized Auction Feed** with live updates on parcels in which you have placed a bid(s)

We have a short window to review several thousand parcels prior to listing them on our website. We began inspecting properties in May and release catalogs county by county as they become available. Please be patient and **check back often** for updates. Parcels are sold "as is" based on the assessed legal description only. All other information in this salebook or listed on our website, though reliable to the best of our knowledge, is provided as unverified reference and is not guaranteed to be accurate. You should verify this information with your own research and investigation prior to bidding.

**CREATE YOUR ACCOUNT TODAY AT**  
**[WWW.TAX-SALE.INFO](http://WWW.TAX-SALE.INFO)**

# Visiting and viewing property BEFORE auction:

The auction list furnished in this salebook contains property that *may* be offered. Please keep checking the catalog on our website as the auction date approaches as some parcels may be removed from the list for a variety of reasons.

**You are NOT AUTHORIZED to enter any buildings**, even if they are unlocked or open to access. Entering a tax auction property to “see it” is considered breaking and entering (a criminal offense). Please limit your review to looking through the windows and other external inspections. We will post exterior and interior photos on the website and provide other commentary whenever possible.

Entering properties (even vacant land) can be dangerous due to unknown conditions of structures and land. **You assume all liability for injuries and other damage** if you choose to visit these lands.

Properties may be occupied or “being watched” by former owners or neighbors sympathetic with former owners. Occupants are often unknown and could potentially be volatile, unstable or “anti- government” persons. Even vacant land presents potential for conflict.

Some properties still contain the personal property of former owners (including vehicles, furnishings, appliances etc). These items are not sold at our auctions. We are only selling the real estate (land) and whatever is attached to it (buildings and other permanent fixtures).

- **You are not authorized to remove ANY “personal” property, “scrap” metal or fixtures from auction parcels. This is considered theft and will be prosecuted.** We often ask neighbors to watch property for theft and vandalism and report this to local police.
- **Property is sold “as-is” in every respect.** Please check zoning, building code violation records, property boundaries, condition of buildings and all local records available to the public.
- **There are no refunds and no sale cancellation at the buyer’s request.**
- **Information offered on the website or in the salebook is deemed reliable but is not guaranteed.** We suggest reviewing the records of the local assessor’s office to be sure that what we are selling is what you think it is. **We sell by the legal description only.**
- **You should consider obtaining professional assistance** from land surveyors, property inspection companies or others if you have questions about property attributes.

**PLEASE REMEMBER that property lists can change up to the day-of-auction.**

# Paying for your Auction Purchases

- **The full purchase price must be paid in full within 5 business days of the sale.** No purchases can be made on a time-payment plan.
- No cash or personal checks will be accepted.
- All payments must be made with a **Credit/Debit Card, Wire Transfer, or by certified (cashier's) check.**
- Your sale is not complete until we've received both your payment and your notarized receipt and buyer's affidavit paperwork. This is also due 5 business days from the date of the sale.
- When mailing in your paperwork (especially with a certified check), please use a trackable service like Priority Mail, FedEx, or UPS to ensure timely, verified delivery.

## Bidding Authorization

- Online and absentee bidding requires a **\$1,000 pre-authorization hold** on a Visa, MasterCard, or Discover credit card before any bids will be accepted. Alternatively, bidders can mail in a \$1,000 certified funds deposit if a credit card is unavailable. A buyer's failure to consummate an online or absentee purchase will result in the forfeiture of this \$1,000.
  - *Your card is not charged unless you win, however the hold may reduce your available credit until it is released by your credit card issuer (usually 30 days).*

## Absentee bidding

- If you do not have internet access, **you can submit an absentee bid by calling us.** You will still need to pre-authorize a \$1000 deposit on a major credit card (or mail in a \$1000 certified check deposit). Contact us at 1-800-259-7470 for more information.
  - *Your card is not charged unless you win, however the hold may reduce your available credit until it is released by your credit card issuer (usually 30 days).*

## 2025 AUCTION SCHEDULE

All Auctions are ONLINE ONLY

Schedule is subject to change – Please see [www.tax-sale.info](http://www.tax-sale.info) for the latest information

\* = Includes a catalog of DNR Surplus Parcels in this county

<b>Kent*, Oceana*, Ottawa, Muskegon</b>  <b>8/1/2025</b>	<b>Northwestern Lower Peninsula</b> (Grand Traverse*, Lake*, Leelanau, Manistee*, Mason, Wexford*)  <b>8/4/2025</b>	<b>Branch, Hillsdale, Jackson</b>  <b>8/5/2025</b>
<b>Monroe</b>  <b>8/5/2025</b>	<b>Bay, Gladwin, Arenac</b>  <b>8/6/2025</b>	<b>The Thumb Area</b> (Huron, Lapeer*, Sanilac, Saint Clair, Tuscola)  <b>8/7/2025</b>
<b>City of Highland Park</b>  <b>8/15/2025</b>	<b>Eastern Upper Peninsula</b> (Alger*, Chippewa, Delta, Luce*, Mackinac, Schoolcraft*)  <b>8/18/2025</b>	<b>Western Upper Peninsula</b> (Baraga, Dickinson, Gogebic*, Houghton, Iron, Keweenaw, Marquette*, Menominee, Ontonagon)  <b>8/19/2025</b>
<b>Oakland</b>  <b>8/20/2025</b>	<b>Southern Central Lower Peninsula</b> (Clinton, Gratiot, Ionia, Livingston, Montcalm, Shiawassee, Washtenaw*)  <b>8/21/2025</b>	<b>Central Lower Peninsula</b> (Clare, Isabella, Mecosta*, Osceola, Midland*, Newaygo*)  <b>8/22/2025</b>
<b>Barry*, Calhoun, Kalamazoo, St. Joseph</b>  <b>8/26/2025</b>	<b>Allegan*, Berrien, Cass, Van Buren</b>  <b>8/27/2025</b>	<b>North Central Lower Peninsula</b> (Crawford, Kalkaska, Ogemaw*, Oscoda, Otsego, Missaukee*, Montmorency*, Roscommon)  <b>8/28/2025</b>
<b>Antrim, Charlevoix, Emmet</b>  <b>9/2/2025</b>	<b>North Eastern Lower Peninsula</b> (Alcona, Alpena, Cheboygan, Iosco, Presque Isle)  <b>9/3/2025</b>	<b>Saginaw</b>  <b>9/4/2025</b>
<b>Genesee*</b>  <b>9/5/2025</b>	<b>Minimum Bid Re-Offer Auction</b>  <b>9/26/2025</b>	<b>No Reserve Auction</b>  <b>10/31/2025</b>

## **Important Information Regarding Rules and Regulations**

**The Rules and Regulations immediately following this page are applicable to the following catalogs listed on this page which are included as part of this auction. These Rules and Regulations are not applicable to sales made on behalf of the Michigan Department of Natural Resources. Specific DNR rules are listed elsewhere in this document where applicable.**

- Alger
- Chippewa
- Delta
- Luce
- Mackinac
- Schoolcraft

# Rules and Regulations

## 1. Registration

You must create an online user account at [www.tax-sale.info](http://www.tax-sale.info) in order to bid at an auction. You should create such an account no less than 48 hours prior to the auction in which you wish to participate to ensure that your account is active and authorized in time to bid. Before any bids will be accepted, you must also provide a deposit by authorizing a \$1000 pre-authorization on a Visa, MasterCard, or Discover credit card or by tendering \$1,000 in certified funds to the Auctioneer.

## 2. Properties Offered

### A. Overview

**"Foreclosing Governmental Unit" ("FGU")** is a term used by the Michigan tax foreclosure statute and is typically the office of the County Treasurer in the county where the offered property is located. However, in some instances the FGU is the State of Michigan Department of Treasury.

Unless otherwise noted, the "Seller" is the County Treasurer, acting as the "FGU". The Auctioneer is Title Check, LLC acting as the authorized agent of the Seller/FGU.

The attached list of parcels has been approved for sale at public auction and each is identified by a sale unit number. The Seller reserves the right to pull parcels from the sale at any time prior to the auction.

According to state statutes, **ALL PRIOR** liens (other than certain DEQ liens and other limited exceptions), encumbrances and taxes **are cancelled** by Circuit Court Order. The FGU has attempted to include in the minimum bid, liens that have accrued since foreclosure, such as nuisance or water bills; **all other outstanding bills since foreclosure are the responsibility of the buyer**. These properties are subject to any state, county, or local zoning or building ordinances. The FGU does not guarantee the usability or access to any of these lands.

### B. Know What You Are Buying

It is the **responsibility of the prospective purchaser to do THEIR OWN RESEARCH** as to the suitability of any offered property for any intended purpose. The FGU and the Auctioneer make no warranty, guaranty, or representation of any kind concerning, but not limited to, the merchantability of title, boundary lines, location of improvements, availability of land divisions, easements or right to access by public street, utility presence or location, or any other physical, structural, or legal condition regarding any parcel offered for sale.

Prospective buyers should, prior to the auction, **personally visit and inspect any offered property** they wish to purchase. However, prior to purchase at the auction, **STRUCTURES MAY NOT BE ENTERED** without the **WRITTEN PERMISSION** of the FGU. Some structures may be occupied and occupants should not be disturbed.

### C. Reservations

At the sole option of the FGU, a reverter clause may be included in any deed issued to a winning bidder which prohibits the future severing of mineral rights (if any) and/or splitting/subdividing any purchased property into smaller parcels which do not meet local zoning rules or otherwise comply with applicable regulations relating to the splitting of property. If such a reverter clause is included, a violation thereof will result the property reverting to the FGU without refund.

Pursuant to state statutes, where the State of Michigan Department of Treasury is acting as Seller/FGU, deeds issued may contain the following reservations and stipulations:

- *"Excepting and reserving to the State of Michigan, all aboriginal antiquities including mounds, earthworks, forts, burial and village sites, mines or other relics and also reserving the right to explore and excavate for the same, by and through its duly authorized agents and employees, pursuant to the provisions of Part 761, Aboriginal Records and Antiquities, of the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, MCL 324.76101 to 324.76118 as amended."*
- *"Saving and reserving unto the People of the State of Michigan the rights of ingress and egress over and across all of the above-mentioned descriptions of land lying along any watercourse or stream, pursuant to the provisions of Part 5, Act 451, P.A. 1994, as amended, MCL 324.503, as amended."*

Additionally, the State may, in its discretion, reserve the mineral rights to offered property as follows:

- *"Saving and excepting and always reserving unto the said State of Michigan, all mineral, coal, oil and gas, lying and being on, within or under the said lands whereby conveyed, except sand, gravel, clay or other nonmetallic minerals with full and free liberty and power to the said State of Michigan, its duly authorized officers, representatives and assigns, and its or their lessees, agents and workmen, and all other persons by its or their authority or permission, whether already given or hereafter to be given at any time and from time to time, to enter upon said lands and take all usual, necessary, or convenient means for exploring, mining, working, piping, getting, laying up, storing, dressing, make merchantable, and taking away the said mineral, coal, oil and gas, except sand, gravel, clay or other nonmetallic minerals."*

If the State does not reserve mineral rights as described above, the State may nonetheless restrict the severance of mineral rights from offered property as follows:

- *"This conveyance hereby restricts the Grantee from severing oil, gas, mineral and other subsurface rights from the surface rights any time in the future. If the Grantee severs the subsurface rights from the surface rights, the subsurface rights will revert to the State of Michigan."*

### 3. Bidding

#### A. Overview

##### Live Bidding Auctions:

First round minimum bid auctions, unless otherwise specifically noted, include live bidding. Bidding at live bidding auctions is divided into two phases:

##### i. Advance Bidding

Advance Bidding begins **thirty days before the posted auction start time**. During Advance Bidding, you can place and modify bids in any way that you see fit. You can increase, decrease, or delete bids entirely during Advance Bidding. You will be able to see your maximum bid but will not be able to see the current high bid price or what other users have bid during this time. Advance bidding **ends at the designated start time which is listed for the applicable auction** and the Active Bidding phase then begins.

##### ii. Active Bidding

Active Bidding begins **at the designated start time which is listed for the applicable auction and continues until the designated end time**. Active Bidding is the interactive phase of the auction process. During active Bidding, you will be able to see the current high bid price and whether or not you are the high bidder. You will also be able to see whether you have been outbid. During active Bidding you can place new bids or increase bids **but cannot delete or decrease your bid amount**. When making a bid during Active Bidding, you are committing to pay up to your maximum bid amount so bid carefully and accordingly. Active Bidding **concludes at the designated end time which is listed for the applicable auction. All bidding ends promptly at the listed end time for the applicable auction**. Bidding *is not* extended beyond the listed end time regardless of bidding activity.

All bids placed during Advance and Active bidding are maximum bids. The auction system will automatically bid on your behalf up to your maximum bid amount as applicable based upon competition from other bidders. Bidding activity can be very high during the final minutes of the auction. Entering your maximum bid and allowing the system to bid up to that maximum, as opposed to manually bidding one increment at a time, helps ensure that you aren't outbid in the final moments of the sale simply because you were unable to manually enter an additional bid before time expires.

After the listed end time passes, the sale will be awarded to the individual bidding the highest amount equal to or greater than the starting bid.

##### Sealed Bid Auctions:

Second round no-minimum sales, unless otherwise specifically noted, are conducted by sealed bid. Bidding at sealed bid auctions opens approximately thirty days before the final bidding deadline. While bidding is open, you can place and modify bids in any way that you see fit. You can increase, decrease, or delete bids entirely during this time. **Your best and final bid must be entered prior to the posted final bidding deadline at which point bidding CLOSES and all bids are locked**. You can see your own bids while bidding is open but the current high bid price is not visible. **Once the posted bidding deadline passes, final winning bids are calculated and awarded by the award date posted for the auction in question**. The sale will be awarded to the individual bidding the highest amount equal to or greater than the starting bid. All bids placed at sealed bid auctions are maximum bids. The auction system will automatically bid on your behalf up to your maximum bid amount at the time final winning bids are calculated as applicable based upon competition from other bidders.

#### B. Starting Bid Price

The starting bid prices are shown on the online lot description page for each sale unit as well as on the list included in the sale book. At auctions with a minimum bid, no sales can be made for less than the starting price indicated. The starting bid for no-minimum-bid sales will be at the discretion of the FGU.

However, any person who held an interest in a property offered for sale at the time a judgment of foreclosure was entered against such property **must pay at least minimum bid** for such property even if purchased at a no-minimum auction.

#### C. Bid Increments

Bids will **only** be accepted in the following increments:

<u>Bid Amount</u>	<u>Increment</u>
\$100 to \$999	\$ 50.00
\$1000 to \$9999	\$ 100.00
Over \$10,000	\$ 250.00

#### D. Eligible Bidders

Any person who meets the following requirements may register as a bidder:

- The person does not directly or indirectly hold more than a minimal legal interest in any property with delinquent property taxes which is located in the county in which the person intends to purchase property.
- The person is not directly or indirectly responsible for any unpaid civil fines for a violation of any ordinance, including but not limited to any ordinance authorized by section 4/ of The Home Rule City Act, 1909 PA 279, as amended, MCL 117.4/, in the local tax collection unit in which the person intends to purchase property.
- The person has not been banned or otherwise excluded by the FGU from participation in the public sale and is not acting on behalf of another who has been banned or excluded.

Any person unable to attend the sale can be represented at the sale by an agent or other representative with authority to bid and otherwise represent the person. However, any party utilizing an agent to bid on their behalf must still meet the above listed requirements. **The registered bidder is legally and financially responsible for all parcels bid upon whether acting on their own behalf or as the agent of another.**

#### E. Absentee Bidding

Prospective bidders who do not have internet access or who are otherwise unable to bid on their own may bid by Absentee bid. Absentee bidders must meet all eligibility and other requirements of these Rules and Regulations. Absentee bids will be accepted in increments up to the amount pre-approved by the absentee bidder. Absentee bids require a \$1,000 pre-authorization on a major credit card or a \$1,000 deposit before the bid will be accepted. Absentee bids must be submitted 48 hours prior to the date of the auction by calling 1-800-259-7470.

#### F. Auction Location

Auctions are conducted online through [www.tax-sale.info](http://www.tax-sale.info). An auction may be conducted in-person with simultaneous online bidding as determined by the FGU.

#### G. Bids are Binding

A bid accepted at public auction through [www.tax-sale.info](http://www.tax-sale.info) is a legal and binding contract to purchase. The FGU reserves the right to reject any or all bids.

#### H. Limitations on Bidding

The FGU and Auctioneer reserve the right to limit the number of bids placed per auction for any bidder or group of bidders for any reason.

#### I. Attempts to Bypass These Rules and Regulations

The FGU and Auctioneer reserve the right to reject the bids of any bidder who appears to be acting on behalf of another person who is ineligible to bid on their own.

### 4. Terms of Sale

#### A. Payment

- **The full purchase price must be paid in full WITHIN 5 BUSINESS DAYS OF THE SALE.** Payment may be made by certified funds, money order, Visa, MasterCard, Discover, or wire transfer. No purchases can be made on a time-payment plan.
- If a buyer fails to consummate a purchase for any reason, their sale will be cancelled and the buyer will be assessed liquidated damages in the amount of \$1000 for breach of contract. Seller may collect this liquidated damages assessment from any funds tendered by buyer prior to cancellation and may collect any remaining unpaid liquidated damages assessment using the deposit described in paragraph 1 above.

The full purchase price consists of the final bid price *plus* a buyer's premium of 10% of the bid price, any outstanding taxes due on the property including associated fees and penalties, and a \$30.00 deed recording fee. ***Any portion of the purchase price paid by credit card will be assessed an additional fee of 2.75%.***

#### B. Refund Checks

In some instances it may be necessary to refund to a buyer some or all of the payment tendered by such buyer. This can occur, for example, when a buyer tenders certified funds in an amount greater than their total obligation or if the sale is cancelled under any provision of these Rules and Regulations. Refund checks will be processed and mailed to buyer within approximately ten days of the time such refund becomes due to buyer. Buyer shall cash such refund check within 90 days of the date listed on such refund check. If buyer fails to cash such refund check within 90 days, such refund check shall become void and buyer shall forfeit any refunded amount.

#### C. Dishonored Payment

A buyer whose payment is dishonored for any reason will have their sale cancelled and will be assessed liquidated damages in the amount of \$1000. Seller may retain any portion of the purchase price which was tendered and not dishonored up to \$1000 to apply toward such liquidated damages assessment. Seller may collect any remaining unpaid liquidated damages assessment using the deposit described in paragraph 1 above.

**Furthermore, the FGU may seek to prosecute any buyer whose payment is dishonored or who fails to consummate a purchase.**

Any buyer who fails to consummate a purchase for any reason will be banned from bidding at all future land auctions.

The buyer's premium is not subject to any broker fees. There are no co-brokerage or other fees or rebates available.

#### D. Eligible Buyers

In order to take title to purchased property, each party that will be listed on the deed must meet **ALL of the following requirements at the time their winning bid is accepted:**

- i. The party does not directly or indirectly hold more than a minimal legal interest in any property with delinquent property taxes which is located in the county in which the purchased property is located
- ii. The party is not directly or indirectly responsible for any unpaid civil fines for a violation of any ordinance, including but not limited to any ordinance authorized by section 4/ of The Home Rule City Act, 1909 PA 279, as amended, MCL 117.4/ in the local tax collection unit in which the purchased property is located.

- iii. The party is not purchasing, for less than minimum bid, any property in which the party held an interest at the time a judgment of foreclosure was entered against such property nor is the party purchasing property, for less than minimum bid, on behalf of any other party who held such an interest.
- iv. The party has not been banned or otherwise excluded by the FGU from participation in the public sale and is not owned or controlled by a person or entity that has been banned or excluded.

At the time payment is tendered after the auction, the buyer will be required to execute an affidavit affirming, **under penalty of perjury**, that each party that the buyer desires to have listed on the deed to purchased property meets the above requirements.

The FGU **will not issue a deed** and the sale will be canceled if the buyer or any party that the buyer seeks to list on the deed does not meet the eligibility requirements outlined in this section at the time the buyer's bid was accepted, the buyer fails to execute this affidavit, or if any affirmations made in this affidavit are untrue. If the FGU is forced to cancel any sale due to the buyer's noncompliance with this provision, the buyer will be banned from participating at all future land auctions and the **buyer will be assessed liquidated damages in the amount of \$1000**. Seller may collect this liquidated damages assessment from any funds tendered by buyer prior to cancellation and may collect any remaining unpaid liquidated damages assessment using the deposit described in paragraph 1 above. Furthermore, the FGU may pursue **CRIMINAL PERJURY CHARGES** against any buyer who makes a false affirmation on the affidavit required under this or any other provision of these Rules and Regulations.

#### **E. Sale to Entities**

In order to ensure that individuals do not utilize legal entities to circumvent the sale and ownership restrictions contained in MCL 211.78m(2), the FGU will only sell property to legal entities under certain circumstances. Any buyer desiring to deed a purchased property to a legal entity must disclose the name and address of all officers, shareholders, partners, members, or other parties, regardless of title, who own any portion of that entity. However, such disclosure will not be required if one or more of the following exceptions are applicable:

- The Entity held a prior recorded interest in each purchased property.
- The Entity is a division, agency, or instrumentality of federal, state, or local government.
- The Entity is a Homeowners Association, Condo Association, or other such organization that exercises control over each purchased property.
- The Entity is a publicly traded company listed on a national securities exchange.
- The Entity is a nonprofit corporation and is qualified as tax exempt under IRC §501.

At the time payment is tendered after the auction, any buyer desiring to deed a purchased property to a legal entity will be required to execute an affidavit affirming, **under penalty of perjury**, that the entity is exempt from disclosure under one of the five exceptions listed above, or in the event that no exception is applicable, the names and addresses of all parties owning any portion of that legal entity.

#### **F. Cancellation Policy**

Prior to the issuance of a deed, the FGU has the right, in its sole discretion, to cancel any sale for any of the following reasons: transfer of the property at issue is stayed or enjoined by a court of competent jurisdiction; any of the reasons outlined in MCL 211.78m(9); the property at issue becomes the subject of litigation; a defect is discovered in the underlying foreclosure or sale procedures relating to the property at issue; any other reason authorized under these Rules and Regulations.

#### **G. Property Transfer Affidavit**

It is the responsibility of the buyer to file a **Property Transfer Affidavit** with the *assessor for the city or township* where the property is located **within 45 days of the transfer**. If it is not timely filed, a **penalty of \$5/day (maximum \$200) applies**. The information on this Property Transfer Affidavit is NOT CONFIDENTIAL.

### **5. Purchase Receipts**

Successful bidders at the sale will be issued a receipt for their purchases during the checkout process. This receipt does not convey an interest in title to the purchased property unless and until a deed has been issued and recorded. Buyers will be entitled to deeds for the property descriptions identified by the sale unit numbers noted on the receipt unless the sale is cancelled under these Rules and Regulations or other statutory authority.

### **6. Title Being Conveyed**

Quit-claim deeds will be issued conveying **only such title as received by the FGU through tax foreclosure**. Title insurance companies may or may not issue title insurance on properties purchased at this sale. The FGU makes no representation as to the availability of title insurance and the **unavailability of title insurance is not grounds for reconveyance to the FGU**. The buyer may incur legal costs for Quiet Title Action to satisfy the requirements of title insurance companies in order to obtain title insurance.

### **7. Special Assessments**

Special assessment installments through the most recent prior tax year are included in the starting bids. Seller has attempted to identify those parcels subject to special assessments with a note on the parcel detail page. Parcels sold are subject to property taxes for the entire current tax year, as well as current and future installments of any outstanding bonded assessments. All bidders should contact the appropriate city, village, or township offices to determine if there are any outstanding bonded assessments for future tax years on the properties being offered.

### **8. Possession of Property**

#### **A. Possession Pending Deed Delivery**

It is recommended that the buyer DOES NOT take physical possession of any purchased property until a deed has been executed and delivered to the buyer. The buyer risks financial loss for any improvements or investments made on purchased property *before the delivery of a deed* in the event that the Foreclosing Governmental Unit exercises their right to cancel the sale. Until the buyer pays for all purchases in full and receives a deed, no activities should be conducted

on the site other than:

**I. Securing the Property**

Buyer should take steps to protect their equity in purchased property **by securing vacant structures against entry and obtaining (homeowners) insurance for occupied property.** Buyer is responsible for contacting local units of government **to prevent possible demolition of structures situated on purchased property.**

**II. Assessing Potential Contamination**

Buyer may immediately wish to conduct a Baseline Environmental Assessment (BEA) to assess the condition of potentially contaminated properties. More information about BEAs can be found at <https://www.michigan.gov/egle/about/organization/remediation-and-redevelopment/baseline-environmental-assessments>

**B. Occupied Property**

**Buyers will be responsible for all procedures and legal requirements for conducting evictions.** Occupants of purchased property should be treated as tenants holding over under an expired lease. This means that legal eviction and/or possession proceedings will be necessary to effectuate control over such property if occupants will not otherwise leave voluntarily. You may wish to consult a licensed attorney for additional guidance. Buyers may not commence eviction proceedings until a deed to the applicable occupied property has been issued by the FGU.

**9. Additional Conditions**

The buyer accepts the premises in its present "as is" condition, and releases the Foreclosing Governmental Unit and employees and agents including the Auctioneer from all liability whatsoever arising from any condition of the premises, whether now known or subsequently discovered, including but not limited to all claims based on environmental contamination of the premises.

A person who acquires property that is contaminated (a "facility" pursuant to Section 20201(1)(1) of Natural Resources and Environmental Act (NREPA), 1994 P.A. 451, as amended) as a result of release(s) of a hazardous substance(s) may become liable for all costs of cleaning up the property and any other properties impacted by the release(s). Liability may be imposed upon the person acquiring the property even in the absence of any personal responsibility for, or knowledge of, the release. Protection from such liability may be obtained by conducting a Baseline Environmental Assessment (BEA) as provided for under Section 20126(1) (c) of NREPA. However, the BEA must be conducted prior to or within 45 days of the earliest date of purchase or occupancy of the property. Persons who acquire contaminated property may have "due care" obligations under Section 20107a of NREPA even if they conduct a BEA and are not liable for the contamination.

Pursuant to part 201 of NREPA, the person(s) responsible for an activity causing a release at the property is obligated to pursue response activities at the property. Consequently, the non-labile purchaser may be required to provide access to the liable party to conduct response activities at the property in the future. Section 20116 of the NREPA requires that a person who has knowledge that their property is contaminated provide a written notice to the purchaser or other person to whom the property is transferred which discloses the general nature and extent of the release. Additional disclosure obligations may also apply at the time the property, or an interest in the property, is transferred. Accordingly, the Foreclosing Governmental Unit recommends that a person who is interested in acquiring property at this auction contact an attorney or an environmental consultant for advice prior to the acquisition of any property that may be contaminated.

**10. Deeds**

**A. Deed Execution and Delivery**

All monies collected will initially be deposited in escrow. Once payment is cleared and verified, funds will be disbursed to the FGU and deeds will be executed and recorded as required by law. The FGU will deliver the deeds to the Register of Deeds for recording and remit them to the buyer after recording is complete. IT CAN TAKE 6 TO 8 WEEKS FOR DEEDS TO ARRIVE. PLEASE BE PATIENT.

**B. Restrictive Covenants**

Some counties sell properties with deed covenants that will attach to the property. These parcels will be noted online, along with the terms being required. **Please carefully review the information for each specific parcel to make sure you understand the terms of sale.**

**11. Property Taxes & Other Fees**

All property taxes and associated fees that have accrued on or after April 1 in the year that a property is auctioned must be paid **at the time of checkout** after the auction along with the final bid price, buyer's premium, and deed recording fee.

Furthermore, please understand that the **buyer is responsible for all other fees and liens that accrue against a property on or after April 1 in the year that a property is auctioned.** These items are not prorated. They include, but are not limited to, municipal utility or ordinance fees, and condo or property owner association fees or dues. This can also include demolition and other nuisance abatement costs. These fees and expenses **are not collected at the auction** and must be paid by the buyer after taking title to any purchased property which is subject to such fees and expenses.

**12. Other**

**A. Personal Property**

Personal property (*items not attached to buildings and lands such as furnishings, automobiles, etc.*) located on offered property or within structures situated on offered property was not taxed as part of the real estate, does not belong to the FGU, and is not sold to the buyer of the real estate in this transaction. You are advised to contact former owners of any purchased property and provide them an opportunity to reclaim contents. A certified and first class mail notice to their last known address is strongly advised. It is your responsibility to identify and properly handle items of personal property. The FGU and Auctioneer make no representations or warranties as to the presence of personal property or as to the legal requirements for dispensing with such property.

**Mobile Homes may be titled separately and considered *personal property*.** It is the buyer's responsibility to determine the legal status of any mobile home located on purchased property. A useful first step could include determining whether an Affidavit of Affixture of Manufactured Home has been executed and recorded as outlined in MCL 125.2330i.

#### **B. Mineral Rights**

You will receive any and all title that the FGU obtains via their tax foreclosure through a quit-claim deed. If the owner of the surface rights to the property also owned the mineral rights, those will become part of your title interest. However, this will be subject to the rights of any outstanding leaseholders of oil, gas, mineral or storage rights. You would be obligated to honor the balance of any remaining lease (with automatic renewals if so written). However, if the mineral rights have been severed (split from the surface rights) and are owned by a third party, they have not been foreclosed by the FGU and are not included in the mineral rights conveyed to you. In either instance, the leaseholder still has the right to explore for and/or extract minerals under the terms of any outstanding agreement.

#### **C. Applicability of These Rules and Regulations**

All sales are subject to these Rules and Regulations. Furthermore, additional terms and conditions which apply to one or more specific auction lots may be printed in the auction sale booklets and/or online at [www.tax-sale.info](http://www.tax-sale.info) ("**Additional Terms**"). If such Additional Terms apply, they will be listed on the online lot description page and/or in the printed sale book for the lot(s) to which they apply. Such Additional Terms, if existing, shall be considered a part of these Rules and Regulations for the specific auction lots to which they apply. Finally, additional conditions are included on the auction receipt given to the buyer at the time of checkout ("**Terms of Sale**"). All sales are subject to these Terms of Sale as well. These Rules and Regulations, Additional Terms, and Terms of Sale are intended to be compatible. To the extent that a conflict arises between any of these sources, they shall be interpreted in the following order of priority: Additional Terms, Terms of Sale, Rules and Regulations.

These Rules and Regulations are subject to change and should be reviewed frequently.

**NOTE: Please review the terms at the top of each online catalog and the addendum pages in the sale books for county-specific purchase terms. Failure to follow the specific rules posted for each county could result in cancellation of sale and/or the assessment of liquidated damages as provided by these Rules and Regulations.**

## **Important Information Regarding Rules and Regulations**

**The Rules and Regulations immediately following this page are applicable to the following catalogs which consist of parcels owned by the Michigan Department of Natural Resources and which are offered for sale in this auction as part of DNR's surplus lands disposition process:**

- Alger DNR
- Chippewa DNR
- Delta DNR
- Luce DNR

# Michigan DNR Land Sales Rules and Regulations

## 1. Registration

You must create an online user account at [www.tax-sale.info](http://www.tax-sale.info) in order to bid at an auction. You should create such an account no less than 48 hours prior to the auction in which you wish to participate to ensure that your account is active and authorized in time to bid. Before any bids will be accepted, you must also provide a deposit by authorizing a \$1000 pre-authorization on a Visa, MasterCard, or Discover credit card or by tendering \$1,000 in certified funds to the Auctioneer.

## 2. Properties Offered

### A. Overview

The attached list of parcels has been approved for sale at public auction by the Michigan Department of Natural Resources (the "DNR"). Each parcel is identified by a sale unit number. The DNR reserves the right to pull parcels from the sale at any time prior to the auction.

Unless otherwise noted, the "Seller" is the DNR. The Auctioneer is Title Check, LLC acting as the authorized agent of the Seller/DNR.

These properties are subject to any state, county, or local zoning or building ordinances. The DNR does not guarantee the usability or access to any of these lands. The properties are sold based upon their LEGAL DESCRIPTION ONLY (Subdivision name and Lot number, or Metes and Bounds measured description). While effort has been made to ensure that the addresses, parcel sizes, maps, and/or photos are accurate, you are relying on your own investigation and information when purchasing this property. All parcels are sold "as is where is" and there are NO REFUNDS.

### B. Know What You Are Buying

It is the **responsibility of the prospective purchaser to do THEIR OWN RESEARCH** as to the suitability of any offered property for any intended purpose. The DNR and the Auctioneer make no warranty, guaranty, or representation of any kind concerning, but not limited to, the merchantability of title, boundary lines, location of improvements, availability of land divisions, easements or right to access by public street, utility presence or location, or any other physical, structural, or legal condition regarding any parcel offered for sale.

Prospective buyers should, prior to the auction, **personally visit and inspect any offered property** they wish to purchase. However, prior to purchase at the auction, **STRUCTURES MAY NOT BE ENTERED** without the **WRITTEN PERMISSION** of the DNR. Some structures may be occupied and occupants should not be disturbed.

### C. Reservations

Pursuant to state statutes, deeds issued may contain the following reservations and stipulations:

- *"Excepting and reserving to the State of Michigan, all aboriginal antiquities including mounds, earthworks, forts, burial and village sites, mines or other relics and also reserving the right to explore and excavate for the same, by and through its duly authorized agents and employees, pursuant to the provisions of Part 761, Aboriginal Records and Antiquities, of the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, MCL 324.76101 to 324.76118 as amended."*
- *"Saving and reserving unto the People of the State of Michigan the rights of ingress and egress over and across all of the above-mentioned descriptions of land lying along any watercourse or stream, pursuant to the provisions of Part 5, Act 451, P.A. 1994, as amended, MCL 324.503, as amended."*

Additionally, the DNR may, in its discretion, reserve the mineral rights to offered property as follows:

- *"Saving and excepting and always reserving unto the said State of Michigan, all mineral, coal, oil and gas, lying and being on, within or under the said lands whereby conveyed, except sand, gravel, clay or other nonmetallic minerals with full and free liberty and power to the said State of Michigan, its duly authorized officers, representatives and assigns, and its or their lessees, agents and workmen, and all other persons by its or their authority or permission, whether already given or hereafter to be given at any time and from time to time, to enter upon said lands and take all usual, necessary, or convenient means for exploring, mining, working, piping, getting, laying up, storing, dressing, make merchantable, and taking away the said mineral, coal, oil and gas, except sand, gravel, clay or other nonmetallic minerals."*

If the DNR does not reserve mineral rights as described above, the DNR may nonetheless restrict the severance of mineral rights from offered property as follows:

- *"This conveyance hereby restricts the Grantee from severing oil, gas, mineral and other subsurface rights from the surface rights any time in the future. If the Grantee severs the subsurface rights from the surface rights, the subsurface rights will revert to the State of Michigan."*

## 3. Bidding

### A. Overview

#### Live Bidding Auctions:

DNR auctions, unless otherwise specifically noted, include live bidding. Bidding at live bidding auctions is divided into two phases:

#### i. Advance Bidding

Advance Bidding begins **thirty days before the posted auction start time**. During Advance Bidding, you can place and modify bids in any way that you see fit. You can increase, decrease, or delete bids entirely during Advance Bidding. You will be able to see your maximum bid but will not be able to see the current high bid price or what other users have bid during this time. Advance bidding **ends at the designated start time which is listed**

for the applicable auction and the Active Bidding phase then begins.

## ii. Active Bidding

Active Bidding begins **at the designated start time which is listed for the applicable auction and continues until the designated end time**. Active Bidding is the interactive phase of the auction process. During active Bidding, you will be able to see the current high bid price and whether or not you are the high bidder. You will also be able to see whether you have been outbid. During active Bidding you can place new bids or increase bids **but cannot delete or decrease your bid amount**. When making a bid during Active Bidding, you are committing to pay up to your maximum bid amount so bid carefully and accordingly. Active Bidding **concludes at the designated end time which is listed for the applicable auction. All bidding ends promptly at the listed end time for the applicable auction**. Bidding *is not* extended beyond the listed end time regardless of bidding activity.

All bids placed during Advance and Active bidding are maximum bids. The auction system will automatically bid on your behalf up to your maximum bid amount as applicable based upon competition from other bidders. Bidding activity can be very high during the final minutes of the auction. Entering your maximum bid and allowing the system to bid up to that maximum, as opposed to manually bidding one increment at a time, helps ensure that you aren't outbid in the final moments of the sale simply because you were unable to manually enter an additional bid before time expires.

After the listed end time passes, the sale will be awarded to the individual bidding the highest amount equal to or greater than the starting bid.

### Sealed Bid Auctions:

DNR may, at its discretion, conduct an auction by sealed bid. Bidding at sealed bid auctions opens approximately thirty days before the final bidding deadline. While bidding is open, you can place and modify bids in any way that you see fit. You can increase, decrease, or delete bids entirely during this time. **Your best and final bid must be entered prior to the posted final bidding deadline at which point bidding CLOSES and all bids are locked**. You can see your own bids while bidding is open but the current high bid price is not visible. **Once the posted bidding deadline passes, final winning bids are calculated and awarded by the award date posted for the auction in question**. The sale will be awarded to the individual bidding the highest amount equal to or greater than the starting bid. All bids placed at sealed bid auctions are maximum bids. The auction system will automatically bid on your behalf up to your maximum bid amount at the time final winning bids are calculated as applicable based upon competition from other bidders.

### B. Starting Bid Price

The starting bid prices are shown on the online lot description page for each sale unit as well as on the list included in the sale book. At auctions with a minimum bid, no sales can be made for less than the starting price indicated. The starting bid for no-minimum-bid sales will be at the discretion of the DNR.

### C. Bid Increments

Bids will **only** be accepted in the following increments:

<u>Bid Amount</u>	<u>Increment</u>
\$100 to \$999	\$ 50.00
\$1000 to \$9999	\$ 100.00
Over \$10,000	\$ 250.00

### D. Eligible Bidders

Any person who meets the following requirements may register as a bidder:

- The person does not directly or indirectly hold more than a minimal legal interest in any property with delinquent property taxes which is located in the county in which the person intends to purchase property.
- The person is not directly or indirectly responsible for any unpaid civil fines for a violation of any ordinance, including but not limited to any ordinance authorized by section 4I of The Home Rule City Act, 1909 PA 279, as amended, MCL 117.4I, in the local tax collection unit in which the person intends to purchase property.
- The person has not been banned or otherwise excluded by the DNR from participation in the public sale and is not acting on behalf of another who has been banned or excluded.

Any person unable to attend the sale can be represented at the sale by an agent or other representative with authority to bid and otherwise represent the person. However, any party utilizing an agent to bid on their behalf must still meet the above listed requirements. **The registered bidder is legally and financially responsible for all parcels bid upon whether acting on their own behalf or as the agent of another.**

### E. Absentee Bidding

Prospective bidders who do not have internet access or who are otherwise unable to bid on their own may bid by Absentee bid. Absentee bidders must meet all eligibility and other requirements of these Rules and Regulations. Absentee bids will be accepted in increments up to the amount pre-approved by the absentee bidder. Absentee bids require a \$1,000 pre-authorization on a major credit card or a \$1,000 deposit before the bid will be accepted. Absentee bids must be submitted 48 hours prior to the date of the auction by calling 1-800-259-7470.

### F. Auction Location

Auctions are conducted online through [www.tax-sale.info](http://www.tax-sale.info). An auction may be conducted in-person with simultaneous online bidding as determined by the DNR.

### G. Bids are Binding

A bid accepted at public auction through [www.tax-sale.info](http://www.tax-sale.info) is a legal and binding contract to purchase. The DNR reserves the right to reject any or all bids.

## H. Limitations on Bidding

The DNR and Auctioneer reserve the right to limit the number of bids placed per auction for any bidder or group or bidders for any reason.

## I. Attempts to Bypass These Rules and Regulations

The DNR and Auctioneer reserve the right to reject the bids of any bidder who appears to be acting on behalf of another person who is ineligible to bid on their own.

## 4. Terms of Sale

### A. Payment

- **The full purchase price must be paid in full WITHIN 5 BUSINESS DAYS OF THE SALE.** Payment may be made by certified funds, money order, Visa, MasterCard, Discover, or wire transfer. No purchases can be made on a time-payment plan.
- If a buyer fails to consummate a purchase for any reason, their sale will be cancelled and the buyer will be assessed liquidated damages in the amount of \$1000 for breach of contract. Seller may collect this liquidated damages assessment from any funds tendered by buyer prior to cancellation and may collect any remaining unpaid liquidated damages assessment using the deposit described in paragraph 1 above.

The full purchase price consists of the final bid price *plus* a buyer's premium of 10% of the bid price, any outstanding taxes due on the property including associated fees and penalties, and a \$30.00 deed recording fee. **Any portion of the purchase price paid by credit card will be assessed an additional fee of 2.75%.**

The full purchase price consists of the final bid price *plus* a buyer's premium of 10% of the bid price, any outstanding taxes due on the property including associated fees and penalties, and a \$30.00 deed recording fee. **Any portion of the purchase price paid by credit card will be assessed an additional fee of 2.75%.**

### B. Refund Checks

In some instances it may be necessary to refund to a buyer some or all of the payment tendered by such buyer. This can occur, for example, when a buyer tenders certified funds in an amount greater than their total obligation or if the sale is cancelled under any provision of these Rules and Regulations. Refund checks will be processed and mailed to buyer within approximately ten days of the time such refund becomes due to buyer. Buyer shall cash such refund check within 90 days of the date listed on such refund check. If buyer fails to cash such refund check within 90 days, such refund check shall become void and buyer shall forfeit any refunded amount.

### C. Dishonored Payment

A buyer whose payment is dishonored for any reason will have their sale cancelled and will be assessed liquidated damages in the amount of \$1000. Seller may retain any portion of the purchase price which was tendered and not dishonored up to \$1000 to apply toward such liquidated damages assessment. Seller may collect any remaining unpaid liquidated damages assessment using the deposit described in paragraph 1 above.

**Furthermore, the DNR may seek to prosecute any buyer whose payment is dishonored or who fails to consummate a purchase.**

Any buyer who fails to consummate a purchase for any reason will be banned from bidding at all future land auctions.

The buyer's premium is not subject to any broker fees. There are no co-brokerage or other fees or rebates available.

### D. Eligible Buyers

In order to take title to purchased property, each party that will be listed on the deed must meet **ALL of the following requirements at the time their winning bid is accepted:**

- i. The party does not directly or indirectly hold more than a minimal legal interest in any property with delinquent property taxes which is located in the county in which the purchased property is located
- ii. The party is not directly or indirectly responsible for any unpaid civil fines for a violation of any ordinance, including but not limited to any ordinance authorized by section 4/ of The Home Rule City Act, 1909 PA 279, as amended, MCL 117.4/ in the local tax collection unit in which the purchased property is located.
- iii. The party is not purchasing, for less than minimum bid, any property in which the party held an interest at the time a judgment of foreclosure was entered against such property nor is the party purchasing property, for less than minimum bid, on behalf of any other party who held such an interest.
- iv. The party has not been banned or otherwise excluded by the DNR from participation in the public sale and is not owned or controlled by a person or entity that has been banned or excluded.

At the time payment is tendered after the auction, the buyer will be required to execute an affidavit affirming, **under penalty of perjury**, that each party that the buyer desires to have listed on the deed to purchased property meets the above requirements.

The DNR **will not issue a deed** and the sale will be canceled if the buyer or any party that the buyer seeks to list on the deed does not meet the eligibility requirements outlined in this section at the time the buyer's bid was accepted, the buyer fails to execute this affidavit, or if any affirmations made in this affidavit are untrue. If the DNR is forced to cancel any sale due to the buyer's noncompliance with this provision, the buyer will be banned from participating at all future land auctions and the **buyer will be assessed liquidated damages in the amount of \$1000.** Seller may collect this liquidated damages assessment from any funds tendered by buyer prior to cancellation and may collect any remaining unpaid liquidated damages assessment using the deposit described in paragraph 1 above. Furthermore, the DNR may pursue **CRIMINAL PERJURY CHARGES** against any buyer who makes a false affirmation on

the affidavit required under this or any other provision of these Rules and Regulations.

### E. Cancellation Policy

At its sole discretion, the DNR reserves the right to cancel any sale at any time up until delivery of the deed.

### F. Property Transfer Affidavit

It is the responsibility of the buyer to file a **Property Transfer Affidavit** with the *assessor for the city or township* where the property is located **within 45 days of the transfer**. If it is not timely filed, a **penalty of \$5/day (maximum \$200) applies**. The information on this Property Transfer Affidavit is NOT CONFIDENTIAL.

## 5. Purchase Receipts

Successful bidders at the sale will be issued a receipt for their purchases during the checkout process. This receipt does not convey an interest in title to the purchased property unless and until a deed has been issued and recorded. Buyers will be entitled to deeds for the property descriptions identified by the sale unit numbers noted on the receipt unless the sale is cancelled under these Rules and Regulations or other statutory authority.

## 6. Title Being Conveyed

Quit-claim deeds will be issued conveying **only such title as is possessed by the DNR at the time of sale**. Title insurance companies may or may not issue title insurance on properties purchased at this sale. The DNR makes no representation as to the availability of title insurance and the **unavailability of title insurance is not grounds for reconveyance to the DNR**. The buyer may incur legal costs for Quiet Title Action to satisfy the requirements of title insurance companies in order to obtain title insurance.

## 7. Special Assessments

Parcels sold are subject to property taxes that become due and payable on or after the day of auction, as well as current and future installments of any outstanding bonded assessments. All bidders should contact the appropriate city, village, or township offices to determine if there are any outstanding bonded assessments for future tax years on the properties being offered.

## 8. Possession of Property

### A. Possession Pending Deed Delivery

It is recommended that the buyer DOES NOT take physical possession of any purchased property until a deed has been executed and delivered to the buyer. The buyer risks financial loss for any improvements or investments made on purchased property *before the delivery of a deed* in the event that the DNR exercises its right to cancel the sale. Until the buyer pays for all purchases in full and receives a deed, no activities should be conducted on the site other than:

#### ***I. Securing the Property***

Buyer should take steps to protect their equity in purchased property **by securing vacant structures against entry and obtaining (homeowners) insurance for occupied property**. Buyer is responsible for contacting local units of government **to prevent possible demolition of structures situated on purchased property**.

#### ***II. Assessing Potential Contamination***

Buyer may immediately wish to conduct a Baseline Environmental Assessment (BEA) to assess the condition of potentially contaminated properties. More information about BEAs can be found at <https://www.michigan.gov/egle/about/organization/remediation-and-redevelopment/baseline-environmental-assessments>

### B. Occupied Property

**Buyers will be responsible for all procedures and legal requirements for conducting evictions.** Occupants of purchased property should be treated as tenants holding over under an expired lease. This means that legal eviction and/or possession proceedings will be necessary to effectuate control over such property if occupants will not otherwise leave voluntarily. You may wish to consult a licensed attorney for additional guidance. Buyers may not commence eviction proceedings until a deed to the applicable occupied property has been issued by the DNR.

## 9. Additional Conditions

The buyer accepts the premises in its present "as is" condition, and releases the DNR and employees and agents including the Auctioneer from all liability whatsoever arising from any condition of the premises, whether now known or subsequently discovered, including but not limited to all claims based on environmental contamination of the premises.

A person who acquires property that is contaminated (a "facility" pursuant to Section 20201(1)(1) of Natural Resources and Environmental Act (NREPA), 1994 P.A. 451, as amended) as a result of release(s) of a hazardous substance(s) may become liable for all costs of cleaning up the property and any other properties impacted by the release(s). Liability may be imposed upon the person acquiring the property even in the absence of any personal responsibility for, or knowledge of, the release. Protection from such liability may be obtained by conducting a Baseline Environmental Assessment (BEA) as provided for under Section 20126(1) (c) of NREPA. However, the BEA must be conducted prior to or within 45 days of the earliest date of purchase or occupancy of the property. Persons who acquire contaminated property may have "due care" obligations under Section 20107a of NREPA even if they conduct a BEA and are not liable for the contamination.

Pursuant to part 201 of NREPA, the person(s) responsible for an activity causing a release at the property is obligated to pursue response activities at the property. Consequently, the non-labile purchaser may be required to provide access to the liable party to conduct response activities at the property in the future. Section 20116 of the NREPA requires that a person who has knowledge that their property is contaminated provide a written notice to the purchaser or other person to whom the property is transferred which discloses the general nature and extent of the release. Additional disclosure obligations may also apply at the time the property, or an interest in the property, is transferred. Accordingly, the DNR recommends that a person who is interested in acquiring

property at this auction contact an attorney or an environmental consultant for advice prior to the acquisition of any property that may be contaminated.

## 10. Deeds

### A. Deed Execution and Delivery

All monies collected will initially be deposited in escrow. Once payment is cleared and verified, funds will be disbursed to the DNR and deeds will be executed and recorded as required by law. The DNR will deliver the deeds to the Register of Deeds for recording and remit them to the buyer after recording is complete. IT CAN TAKE 6 TO 8 WEEKS FOR DEEDS TO ARRIVE. PLEASE BE PATIENT.

## 11. Property Taxes & Other Fees

All property taxes that become due and payable on or after the day of auction will be the responsibility of the buyer. The buyer **is responsible for all other fees and liens that accrue against the property on or after the day of the auction.** These items include, but are not limited to, municipal utility or ordinance fees and condo or property owner association fees or dues. This can also include demolition and other nuisance abatement costs. These fees and expenses are not collected at the auction and must be paid by the buyer after taking title to any purchased property which is subject to such fees and expenses.

## 12. Other

### A. Personal Property

Personal property (*items not attached to buildings and lands such as furnishings, automobiles, etc.*) located on offered property or within structures situated on offered property was not taxed as part of the real estate, does not belong to the DNR, and is not sold to the buyer of the real estate in this transaction. You are advised to contact former owners of any purchased property and provide them an opportunity to reclaim contents. A certified and first class mail notice to their last known address is strongly advised. It is your responsibility to identify and properly handle items of personal property. The DNR and Auctioneer make no representations or warranties as to the presence of personal property or as to the legal requirements for dispensing with such property.

**Mobile Homes may be titled separately and considered *personal property*.** It is the buyer's responsibility to determine the legal status of any mobile home located on purchased property. A useful first step could include determining whether an Affidavit of Affixture of Manufactured Home has been executed and recorded as outlined in MCL 125.2330i.

### B. Applicability of These Rules and Regulations

All sales are subject to these Rules and Regulations. Furthermore, additional terms and conditions which apply to one or more specific auction lots may be printed in the auction sale booklets and/or online at [www.tax-sale.info](http://www.tax-sale.info) ("**Additional Terms**"). If such Additional Terms apply, they will be listed on the online lot description page and/or in the printed sale book for the lot(s) to which they apply. Such Additional Terms, if existing, shall be considered a part of these Rules and Regulations for the specific auction lots to which they apply. Finally, additional conditions are included on the auction receipt given to the buyer at the time of checkout ("**Terms of Sale**"). All sales are subject to these Terms of Sale as well. These Rules and Regulations, Additional Terms, and Terms of Sale are intended to be compatible. To the extent that a conflict arises between any of these sources, they shall be interpreted in the following order of priority: Additional Terms, Terms of Sale, Rules and Regulations.

These Rules and Regulations are subject to change and should be reviewed frequently.

**NOTE: Please review the terms at the top of each online catalog and the addendum pages in the sale books for sale-specific purchase terms. Failure to follow the specific rules posted for each sale could result in cancellation of sale and/or the assessment of liquidated damages as provided by these Rules and Regulations.**

## Alger DNR

Lot #	Lot Information	Address	Min. Bid
10000	<p><b>Parcel ID:</b> Parcel ID is TBD Alger; <b>Legal Description:</b> A parcel of land in NW1/4 of the NW1/4, 100 feet wide being parallel with and adj to the N'ly bank of Black Creek; also a strip of land 100 ft wide being parallel with and adj to the S'ly bank of Black Creek. <b>Comments:</b> The subject property is in Rock River Township and consists of a strip of land 200 ft wide with Black Creek flowing through the center of it. The parcel is located south of E Cold Springs Road, east of the M67 intersection, about 3 miles south of Chatham, MI. The property is surrounded by 2 private landowners and does not have legal road access to E Cold Springs Road (i.e., landlocked). A private road easement would be needed from one of the surrounding private owners to obtain legal road access. The area consists of primarily poorly drained muck soils. The property is within the Rock River Township RP-10 Resource Production zoning district, which requires a minimum of 10 acres in size and minimum width of 200 ft. The subject does not meet local zoning to build as a result and is likely just a recreational strip of land along Black Creek. ~6.5 Acres. <b>Additional Disclosures:</b> 42; 41; 75; 7 (see key for full text) <b>Summer Tax Due:</b> TBA</p>		\$6,500.00

## Chippewa DNR

Lot #	Lot Information	Address	Min. Bid
10032	<p><b>Parcel ID:</b> Parcel ID is TBD Chippewa; <b>Legal Description:</b> The eastern 482 ft. of Fractional Section 13, EXCLUDING, the eastern 164 ft., ALSO EXCLUDING the western 80 ft. of the east 244 ft. of the south 200 ft., ALSO EXCLUDING the western 80 ft. of the east 324 ft. of the south 150 ft. <b>Comments:</b> Approximately ~340 ft. of frontage on Lake Superior! No road access to the parcel located north-northwest of the W Lakeshore Drive and Ranger Road intersection Forested; The county/township does not have a tax-id # assigned to the property. Aprox. 0.62 Acres. The parcel has an average depth of roughly 50 feet. If there are zoning setbacks here, there may not be a buildable area. Check locally for guidance on your anticipated use. Beautiful, low bluff rocky frontage and a tremendous view. <b>Additional Disclosures:</b> 42; 75; 7 (see key for full text) <b>Summer Tax Due:</b> TBA</p>		\$77,400.00

## Delta DNR

Lot #	Lot Information	Address	Min. Bid
10034	<p><b>Parcel ID:</b> 004-003-005-00 Part of 004-002-001-00; <b>Legal Description:</b> SW1/4 of the NW1/4 lying W'ly of old US-2 and US-41 right of way EXCEPT a parcel commencing at the intersection of the E-W 1/4 line and W'ly right of way of old US-2 and US-41, N30d16'E 336.67 feet to POB, thence N30d16'E 200 feet W 531.95 feet to E'ly right of way of Soo Line Railroad, S30d16'W 200 feet E 531.55 feet to POB, ALSO EXCEPT a parcel commencing at the intersection of E-W 1/4 line and the W'ly right of way of Old US-2 and US-41, N30d16'E 630 feet to POB, thence N30d16'E 100 feet, W 538.2 feet to E'ly right of way of Soo Line Railroad, S30d16'W 100 feet, E 541.5 feet to POB AND SE1/4 of NE1/4 lying Southerly and Easterly of right of way of Soo Line Railroad, and Westerly of right of way of former State Trunk Line US-2 and 41, EXCEPT beginning at intersection of Westerly right of way of said highway and the East-West 1/4 line of said Section 3, thence N30d16'E along said Westerly right of way 730 feet, thence West 538.2 feet to the Easterly right of way of Soo Line Railroad thence S30d16'W along said Easterly railroad right of way to the South line of said SE1/4 of NE1/4 thence Easterly along said South line to POB.</p> <p><b>Comments:</b> The subject property is a ~10-acre property located on the west side of Bay Shore Drive between the road and the railroad tracks to the west. The parcel is north of the Days River 24.5 Road and Bay Shore Drive intersection about 3.5 miles north of Gladstone MI. The property does have legal road access to Bay Shore Drive and is adjacent to several private landowners to the south. The State of Michigan owns adjacent property to the north of the subject which it is retaining. The property is zoned within the Residential 2 District which requires a minimum of 20000 sq. foot (0.46-acre) with a 100-foot width requirement to meet local zoning to build. The subject property has approximate dimensions of ~530-foot X ~800-foot. Interested buyers are encouraged to contact Delta County Zoning regarding local zoning ordinances and land use questions. The northern part of the property is comprised of poorly drained mucky loamy sand soil with 0 to 2% slopes. The southern part of the property is comprised of well drained sandy soil with 0 to 3% slopes. Delta County GIS has the tax parcels mapped incorrectly. There appears to be two homes in the southern part of the property. These are privately owned and the State of MI does not have an interest in those homes/parcels. <b>Additional Disclosures:</b> 75; 42 (see key for full text)</p> <p><b>Summer Tax Due:</b> TBA</p>		\$11,250.00
10035	<p><b>Parcel ID:</b> 004-004-009-00 Part of 004-135-001-00; <b>Legal Description:</b> (T40N R22W) Section 4: NE1/4 of the NW1/4 AND (T41N R22W) Section 35: E1/2 of the SW1/4 of the SW1/4 <b>Comments:</b> The subject property is a ~58.1-acre property located on the north side of Days River 24.5 Road northwest of the Stagecoach Q 5 intersection about 6 miles north of Gladstone MI. The property does not have legal road access to Days River 24.5 Road and is surrounded by 3 adjacent private landowners. The property is zoned within the Resource Production District which requires a minimum of 20-acres with no width requirement to meet local zoning to build. Interested buyers are encouraged to contact Delta County Zoning regarding local zoning ordinances and land use questions. The property is comprised of well drained sandy soil with 6 to 15% slopes. <b>Additional Disclosures:</b> 42; 75; 7 (see key for full text)</p> <p><b>Summer Tax Due:</b> TBA</p>		\$37,500.00
10036	<p><b>Parcel ID:</b> 004-222-010-00; <b>Legal Description:</b> Furnace Addition to the City of Gladstone: Block 22 Lots 10 to 27 <b>Comments:</b> The subject property has about ~0.1-acre of usable land located on the west side of US-2 north of the Mather Avenue intersection about 1.5 miles north of Gladstone MI. The property does not have legal road access to US-2 and is adjacent to two private landowners to the north and west. Only the NW part of the subject property isn't within the US-2 road ROW. DNR granted MDOT a road easement over 85% of the parcel in 1961. The small triangular parcel not within the ROW has no legal road access (i.e. landlocked). The property is zoned within the Resource Production District which requires a minimum of 20-acres to meet local zoning to build. The subject property is too small to meet zoning requirements as a standalone parcel. The area is comprised of poorly drained muck soil with 0 to 1% slopes. <b>Additional Disclosures:</b> 75; 30; 7; 42; 9 (see key for full text)</p> <p><b>Summer Tax Due:</b> TBA</p>		\$300.00

10037	<b>Parcel ID:</b> 004-125-004-00; <b>Legal Description:</b> NE1/4 of the NW1/4 <b>Comments:</b> The subject property is a ~40-acre property located on the south side of Brampton 27.5 Road west of the US-2 intersection about 2 miles west of Rapid River MI. The property has legal road access to Brampton 27.5 Road and is surrounded by 3 adjacent private landowners. The property is zoned within the Resource Production District which requires a minimum of 20-acres with no width requirement to meet local zoning to build. Interested buyers are encouraged to contact Delta County Zoning regarding local zoning ordinances and land use questions. The property is comprised of poorly drained muck soil with 0 to 1% slopes. <b>Additional Disclosures:</b> 75; 42 (see key for full text) <b>Summer Tax Due:</b> TBA		\$36,000.00
10038	<b>Parcel ID:</b> 004-125-008-00; <b>Legal Description:</b> SW1/4 of the NW1/4 <b>Comments:</b> The subject property is a ~40-acre property located on the south side of Brampton 27.5 Road west of the US-2 intersection about 2 miles west of Rapid River MI. The property does not have legal road access to Brampton 27.5 Road and is surrounded by 6 adjacent private landowners. The property is zoned within the Resource Production District which requires a minimum of 20-acres with no width requirement to meet local zoning to build. Interested buyers are encouraged to contact Delta County Zoning regarding local zoning ordinances and land use questions. Legal access to the property will likely be a zoning requirement. The property is comprised of poorly drained muck soil with 0 to 1% slopes. There is some well drained sandy soil with 0 to 15% slopes in the western part of the property near the ridge. <b>Additional Disclosures:</b> 75; 7; 42 (see key for full text) <b>Summer Tax Due:</b> TBA		\$25,500.00
10039	<b>Parcel ID:</b> 052-412-021-00 052-412-027-00 052-412-031-00 052-412-026-00; <b>Legal Description:</b> Alteration of the Marble Addition: Block 12 Lots 21 to 32 <b>Comments:</b> The subject property is located NE of the 4th Avenue (M35) and N 14th Steet intersection within the City of Gladstone. The property does have legal platted access but those roads have not been fully constructed (i.e. 13th and 12th Avenues going northerly of M35). The area around the property is comprised of poorly drained muck soil. The property is zoned within the R-1 Residential District which requires 9000 sq. feet (0.2 acre) and 80 feet of width. The property dimensions are 120' X 300'. Interested parties should contact the City of Gladstone regarding zoning questions. ~0.82 acres <b>Additional Disclosures:</b> 75; 8; 42 (see key for full text) <b>Summer Tax Due:</b> TBA		\$11,925.00
10040	<b>Parcel ID:</b> 052-413-001-00; <b>Legal Description:</b> Alteration of the Marble Addition: Block: 13 Lots 1 to 9 <b>Comments:</b> The subject property is located NE of the 4th Avenue (M35) and N 14th Steet intersection within the City of Gladstone. The northern part of the property does have legal platted access but those roads have not been fully constructed (i.e. 13th and 12th Avenues going northerly of M35). The area around the property is comprised of poorly drained muck soil. The property is zoned within the R-1 Resieintail District which requires 9000 sq. feet (0.2 acre) and 80 feet of width. The property dimensions are 120' X 225'. Interested parties should contact the City of Gladstone regard zoning questions. There may be a trespass from the adjacent neighbor to the south (Belongia). ~0.61 acres <b>Additional Disclosures:</b> 42; 8; 39; 75 (see key for full text) <b>Summer Tax Due:</b> TBA		\$8,950.00
10041	<b>Parcel ID:</b> 052-412-001-00 052-412-002-00; <b>Legal Description:</b> Alteration of the Marble Addition: Block 12 Lots 1 to 7 <b>Comments:</b> The subject property is located NE of the 4th Avenue (M35) and N 14th Steet intersection within the City of Gladstone. The property does have legal platted access but those roads have not been fully constructed (i.e. 13th and 12th Avenues going northerly of M35). The area around the property is comprised of poorly drained muck soil. The property is zoned within the R-1 Residential District which requires 9000 sq. feet (0.2 acre) and 80 feet of width. The property dimensions are 120' X 175'. Interested parties should contact the City of Gladstone regarding zoning questions. ~0.48 acres <b>Additional Disclosures:</b> 8; 75; 42 (see key for full text) <b>Summer Tax Due:</b> TBA		\$6,950.00

10042	<p><b>Parcel ID:</b> 051-220-3501-426-013; <b>Legal Description:</b> H.O. Brotherton's Lake Shore Addition: Lots 1 and 2 <b>Comments:</b> The subject property is a ~1-acre property located south of Lake Shore Drive near the M-35 intersection on the south side of Escanaba MI. The property is adjacent to 1 private landowner and has road access to S Grant Avenue and Lake Shore Drive (both non-constructed plated roads) which leads to the currently maintained Lake Shore Drive. The plated non-constructed Lake Shore Drive is located near the powerlines that run parallel to the tree line near the open space SE of the previously described road intersection. The property is zoned within the Single-Family Residential District which requires that no structure occupies more than 35% of the property. Interested buyers are encouraged to contract the City of Escanaba Planning &amp; Zoning regarding local zoning ordinances and land use questions. The area around the subject is comprised of well drained sandy soil with 0 to 3% slopes near Lake Shore Drive. This area is forested and likely contains a buildable site. The southern half of the property is comprised of poorly drained muck soil with 0 to 2% slopes. There is marshy land that extends beyond the property toward the south and east which is part of Great Lake Bottomlands owned by the State of Michigan. The subject offers views of Little Bay de Noc toward the southeast. <b>Additional Disclosures:</b> 75; 8; 41; 42 (see key for full text) <b>Summer Tax Due:</b> TBA</p>		\$5,250.00
10043	<p><b>Parcel ID:</b> 009-133-002-00; <b>Legal Description:</b> SW 1/4 of the SE 1/4 EXCEPT from the NE corner of SW1/4 of SE1/4 of Section 33; thence measure S 00°32'26" W along the East line of said SW1/4 of SE1/4 a distance of 589.00 feet to the point of beginning of the land herein described; thence continue S 00°32'26" W along said East line a distance of 30.00 feet; thence N 89°27'34" W a distance of 30.00 feet; thence N 00°32'26" E parallel with said East line a distance of 30.00 feet; thence S 89°27'34" E a distance of 30.00 feet to the point of beginning. Per Davis Wanic Land Surveyors, P.C. Job Number 12312-1212, Terrence S. Wanic, Professional Surveyor No. 44296. <b>Comments:</b> The subject property is a ~39+ acre property located west of the M35 and F Lane intersection about 18 miles south of Escanaba MI. The property is surrounded by 5 private landowners and does not have legal road access. F Lane is not currently maintained west of M35 per the Act 51 map. The property is zoned within the Rural Residential District which requires a minimum of 1-acre and 165 feet of width to meet local zoning to build. Interested buyers are encouraged to contact Ford River Township Zoning regarding local zoning ordinances and land use questions. The property will likely require legal road access to get a building permit. The western and northwest part of the property is comprised of poorly drained muck soils with 0 to 1% slopes. The eastern and southern parts of the property are comprised of sandy loam soils with 0 to 4% slopes. The State of Michigan recently closed on a timber harvest contract involving this property in 2023. <b>Additional Disclosures:</b> 75; 7; 41; 42 (see key for full text) <b>Summer Tax Due:</b> TBA</p>		\$22,500.00
10044	<p><b>Parcel ID:</b> 012-206-023-00; <b>Legal Description:</b> The S 490' of SW1/4 of SE1/4 <b>Comments:</b> The subject property is a ~14.8-acre property located on the east side of US-41 south of the 36.5 Road intersection about 9.5 miles north of Rapid River MI. The property dimensions of the subject are 490' (north-south) X 1320' (east-west). There are 3 adjacent landowners: 2 private landowners to the north and east and US Forest Service property to the south. After talking with the Masonville Township Assessor the property is zoned within the Resource Production District which requires a minimum of 20-acres with no width requirement to meet local zoning to build. Interested buyers are encouraged to contact Masonville Township Zoning regarding local zoning ordinances and land use questions. The property is comprised of poorly drained muck soil with 0 to 2% slopes. <b>Additional Disclosures:</b> 42; 75; 41 (see key for full text) <b>Summer Tax Due:</b> TBA</p>		\$9,000.00

## Luce

Lot #	Lot Information	Address	Min. Bid
4300	<p><b>Parcel ID:</b> 003-003-034-0800; <b>Legal Description:</b> SEC 34 T46N R10W N 62' OF N 1/2 OF S 1/2 OF S 1/2 OF NW 1/4 OF NW 1/4. 1.88 A. <b>Comments:</b> This property was OCCUPIED at the time of our visit in early June, so we could not view it in detail. Please respect their privacy. One story wood frame construction with a steel roof in decent condition from a roadside view. Some debris and clutter in the yard. Attached two car garage. The parcel is 62' feet along Dollarville Road and runs 1320' feet deep. Topographical maps suggest the rear portion of the parcel is marshlands. <b>Additional Disclosures:</b> 6; 41; 33; 21 (see key for full text)</p> <p><b>Summer Tax Due:</b> TBA</p>	7788 N CR 405 / Dollarville Road	\$2,257.28
4301	<p><b>Parcel ID:</b> 003-003-034-1500; <b>Legal Description:</b> SEC 34 T46N R10W BEG 416' S OF NW COR OF SW 1/4 OF NW 1/4, TH E 416', TH S 208' TH W 416', TH N 208' TO POB. 1.98 A. <b>Comments:</b> Fronts ~208' on the east side of Dollarville Road and runs ~416' feet deep to the east. Visible wetlands indicators here. Unlikely to support construction because of soils. About 3 feet below road grade. Lightly wooded in evergreens and soft woods. ~1.98 acres. <b>Additional Disclosures:</b> 10 (see key for full text)</p> <p><b>Summer Tax Due:</b> TBA</p>	Dollarville Road	\$787.19
4302	<p><b>Parcel ID:</b> 003-003-034-2100; <b>Legal Description:</b> SEC 34 T46N R10W BEG AT NW COR OF NW 1/4 OF SW 1/4, TH E 416', TH S 96', TH W 416', TH N 96' TO POB. .91 A. <b>Comments:</b> Parcel fronts ~96 feet on the east side of Dollarville Road and runs ~416 feet deep. Sits about 5 feet below road grade and is visibly wet. We doubt that this parcel will perc for a septic. ~0.91 acres. <b>Additional Disclosures:</b> 10 (see key for full text)</p> <p><b>Summer Tax Due:</b> TBA</p>	Dollarville Road	\$682.13
4303	<p><b>Parcel ID:</b> 003-180-000-0210; <b>Legal Description:</b> BEG AT NE COR OF LOT 2 TH S 125', TH W 45', TH N 125', TH E 45' TO POB DAVIS SUB-DIV OF MC MILLAN TWP. <b>Comments:</b> Three bedrooms (2 up, one down) and a discombobulated bath. Kitchen is sooty from years of woodstove smoke. Foundation on the east side has collapsed into the basement. Structure otherwise is generally solid but needs a complete emptying and resurfacing. Electric service is antiquated and in disrepair, will require some work. Plumbing and HVAC also are somewhat shady. Overall, there is potential here, but it needs to be emptied and then evaluated. In a quiet Newberry neighborhood. <b>Additional Disclosures:</b> 34; 21 (see key for full text)</p> <p><b>Summer Tax Due:</b> TBA</p>	511 W VICTORY WAY NEWBERRY	\$944.18
4304	<p><b>Parcel ID:</b> 004-401-000-0800; <b>Legal Description:</b> S 30' OF LOT 8 &amp; N 45' OF LOT 9 LAUREL LEA SUBDIV #1. <b>Comments:</b> House was OCCUPIED at the time of our visit in early June, so we could not view it in detail. Please respect their privacy. Modern one story ranch style house with attached one car garage on the south side of Newberry. Well kept neighborhood. Newer looking roof. Municipal utility services in area. We noticed a broken front window suggesting there are repairs to be made here. <b>Additional Disclosures:</b> 6; 33; 21 (see key for full text)</p> <p><b>Summer Tax Due:</b> TBA</p>	6708 ALBERT AVE NEWBERRY	\$3,869.41

## Luce DNR

Lot #	Lot Information	Address	Min. Bid
10084	<p><b>Parcel ID:</b> 001-002-010-0700; <b>Legal Description:</b> SE1/4 of the NW1/4 <b>Comments:</b> The subject property is a vacant forested ~40-acre parcel that is surrounded by 5 private landowners. The parcel does not have legal road access (i.e. landlocked) and is located between Camp 2 Grade Road (County Road 475) and the Tahquamenon River about 13 miles northeast of Seney MI. Most of the property is composed of well drained loamy sand soils with 0 to 35% slopes. The parcel is zoned within the Recreation / Forestry District which requires a minimum size of 10-acres and a width of 330 feet to meet local zoning to build requirements. The subject property does meet local zoning to build as a standalone parcel based on the local zoning ordinance. Legal access to a road would likely be a requirement before a building permit would be approved. <b>Additional Disclosures:</b> 7; 75; 42 (see key for full text)  <b>Summer Tax Due:</b> TBA</p>		\$18,000.00
10085	<p><b>Parcel ID:</b> 003-004-018-0200; <b>Legal Description:</b> NW1/4 of the NE1/4 <b>Comments:</b> The subject property is a vacant forested ~40-acre parcel that is surrounded by 3 private landowners. The parcel does not have legal road access (i.e. landlocked) and is located near the end of Murphy Creek Road (2-track) east of the North Branch Murphy Creek about 14.5 miles northeast of Newberry MI. Murphy Creek Road is not a county-maintained road per the Act 51 map and is not considered legal road access. The subject property had frontage on the north end of a small unnamed lake that is approximately 250-acres in size. Most of the property is composed of poorly drained mucky peat soils with 0 to 1% slopes. There are some areas of well drained sandy soil with 15 to 35% slopes. The parcel is zoned within the Recreation / Forestry District which requires a minimum size of 10-acres and a width of 330 feet to meet local zoning to build requirements. The subject property does meet local zoning to build as a standalone parcel based on the local zoning ordinance. Legal access to a road would likely be a requirement before a building permit would be approved. <b>Additional Disclosures:</b> 42; 75; 7; 41 (see key for full text)  <b>Summer Tax Due:</b> TBA</p>		\$15,000.00
10086	<p><b>Parcel ID:</b> 003-008-001-0700; <b>Legal Description:</b> NW1/4 of the SW1/4 <b>Comments:</b> The subject property is a vacant forested ~40-acre parcel that is surrounded by 4 private landowners. The parcel does not have legal road access (i.e. landlocked) and is located north of a forest road 2-track between Northwestern Road (County Road 500) and the Little Two Hearted Lakes about 22 miles northeast of Newberry MI. Most of the property is composed of well drained fine sandy soils with 0 to 15% slopes. The northern part of the property is poorly drained with mucky peat soil and 0 to 1% slopes. The parcel is zoned within the Recreation / Forestry District which requires a minimum size of 10-acres and a width of 330 feet to meet local zoning to build requirements. The subject property does meet local zoning to build as a standalone parcel based on the local zoning ordinance. Legal access to a road would likely be a requirement before a building permit would be approved. <b>Additional Disclosures:</b> 42; 41; 75; 7 (see key for full text)  <b>Summer Tax Due:</b> TBA</p>		\$18,000.00
10087	<p><b>Parcel ID:</b> 003-016-017-0500; <b>Legal Description:</b> NW1/4 of the SE1/4 TOGETHER WITH AND SUBJECT TO a 30-foot-wide easement for ingress and egress with the purpose of operating and maintaining a recreational trail on snow trail UP8 as from Point A to Point B also shown in attached Exhibit A. (map for exhibit in S-Drive) <b>Comments:</b> The subject property is a vacant forested ~40-acre parcel that is surrounded by Great Lakes Forests 1 LLC property. The parcel has legal road access on Sucker River Road (County Road 416) about 3 miles southeast of the Grand Marais Truck Trail intersection east of Grand Marais MI. Sucker River Road is a county-maintained road per the Act 51 map and is considered legal road access. Most of the property is composed of well drained sandy soils with 0 to 6% slopes. The southwest part of the property has poorly drained muck soil with 0 to 3% slopes. The parcel is zoned within the Recreation / Forestry District which requires a minimum size of 10-acres and a width of 330 feet to meet local zoning to build requirements. The subject property does meet local zoning to build as a standalone parcel based on the local zoning ordinance. The State of Michigan is retaining an easement for recreational/snow trail UP8 (i.e. Sucker River Road) which goes through the property. <b>Additional Disclosures:</b> 41; 42; 30; 75 (see key for full text)  <b>Summer Tax Due:</b> TBA</p>		\$30,000.00

## Additional Disclosures Key

**6:** This property is **occupied**. Please respect the privacy of current occupants and limit any inspection to what can be **safely observed from the road**. Some occupants may be upset or angry and may meet contact with aggression or violence. **Please use discretion and caution when researching this or other occupied properties**. Furthermore, although this property has been foreclosed for unpaid taxes, occupants have certain rights under Michigan law and must be formally evicted if unwilling to leave voluntarily. You may wish to consult a licensed attorney for more information.

**7:** This parcel does not front on a public or privately deeded improved road. Often times there are easements in the recorded chain-of-title that provide legal access to such parcels but other times there are not. You should thoroughly research this parcel's access rights prior to bidding. It can require expensive, complicated, and time consuming legal proceedings to secure legal access to landlocked parcels that do not have easements for ingress and egress.

**8:** The roads which are shown on plat or tax maps for this parcel do not appear to exist or may be located in a different location than shown on such maps. While a legal right to build such roads may remain, this construction would likely be very expensive. However, in some instances these unimproved roads have been vacated or abandoned by action of the local government and no such right to construct the roads remains. Issues surrounding unimproved roads can be complicated and expensive to resolve. You should investigate the existence of any roads and the ability to access this parcel thoroughly before bidding.

**9:** This parcel is too small to be practically useful under most circumstances. Many times such parcels are the result of survey or property transfer errors which create small orphaned slivers of land. These parcels are frequently too small to allow construction or any other practical use. They often have no road frontage or legal means of access. These parcels can often lead to **adverse claims or encroachments by neighboring land owners** which can be complicated legal issues to resolve. Please investigate this parcel thoroughly prior to bidding.

**10:** This parcel has surface water, soil, or vegetation conditions indicating that it may include wetland habitat. Such habitat may comprise all or part of the parcel's area. However, it is possible that this parcel contains buildable areas as well. There are many environmental and building regulations related to wetlands which you should consult before bidding on this parcel. The Michigan Department of Environment, Great Lakes, and Energy maintains a [Wetland Map Viewer](#) which provides easy access to wetland data and can be found [It is your responsibility to determine if this parcel is suitable for your desired use](#).

**21:** This parcel appears to contain "personal property" that may be of value. Property tax foreclosure affects **only "real property."** In general, real property includes the land and those things physically attached to it. **This sale includes only such real property.** However, some parcels also contain personal property such as cars, furniture, clothing, and other things which aren't physically attached to the land. Such **personal property is not included as part of this sale.** It is strongly suggested that the purchaser of this parcel contact the former owner and provide them the opportunity to remove this personal property before disposing of it. Minimum reasonable steps could include sending a letter by certified and first class mail to the former owner at their last known address. However, it is the responsibility of the winning bidder to determine what personal property is present on the parcel and the appropriate measures for handling such personal property.

**30:** This parcel may be subject to utility, road, driveway right-of-way, or other easements which could allow third parties access to the property. Easements are not extinguished by tax foreclosure and foreclosed parcels are sold subject to these preexisting rights, if any. You should conduct your own investigation into the existence of any such easements prior to bidding.

**33:** The interior of this property was not viewed during our inspection. Buildings which are dangerous, occupied, boarded, condemned, or otherwise difficult to enter are inspected from the exterior/curbside only. You are NOT authorized to enter these or any other buildings offered for sale. You should limit your inspection to that which can be made safely from the building's exterior.

**34:** The foundation of one or more buildings located on this parcel appears to be failing. Correcting foundation issues can be very expensive and issues are often more complex than they initially appear. You should research this issue thoroughly prior to bidding on this parcel.

**39:** This parcel appears that it may be subject to encroachments or may encroach on neighboring property. This assessment is based upon our visual inspection. Not everyone is a surveyor and sometimes buildings, roads, septic systems, wells, or other improvements are built across property lines and may lie partially or wholly upon neighboring parcels. Please consider a survey and conduct thorough research before bidding on this parcel. All property is sold "as-is, where-is" without warranty based upon the assessed legal description.

**41:** This parcel has surface water, soil, or vegetation conditions indicating that it may include wetland habitat. Such habitat may comprise all or part of the parcel's area. However, it is possible that this parcel contains buildable areas as well. There are many environmental and building regulations related to wetlands which you should consult before bidding on this parcel. The Michigan Department of Environment, Great Lakes, and Energy maintains a [Wetland Map Viewer](#) which provides easy access to wetland data. It is your responsibility to determine if this parcel is suitable for your desired use.

**42:** Our review of this parcel indicates that the noted State Equalized Value (SEV) does not appear to reflect the current value of the property. This is often due to buildings or other improvements being demolished or fire damaged or other similar items included in the SEV being removed from the property. It can also be due to market changes in the area in which the property is located. It should be further noted that the SEV/assessed value of the parcel as noted in this listing may be several years old. You should consult a local real estate professional or appraiser to help you assess the current market value of this property before bidding and **should not base your valuation on the stated SEV.**

**75:** The State of Michigan reserves a property right in aboriginal antiquities including mounds, earthworks, forts, burial

and village sites, mines, or other relics and also reserving the right to explore and excavate for the same as provided under Article III, part 761 of PA 451 of 1994 as amended.