

Public Land Auction

Bay

October 3rd, 2020

Bay, and Bay (Dnr) Counties



Location:

Online
www.tax-sale.info

Time:

Auction: 10:00am to 07:00pm

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





Facebook.com/TaxSaleInfo

Due to COVID-19 restrictions, all auctions will take place online-only this year.
There are TWO ways to place your bids:

ONLINE VIA OUR WEBSITE

ABSENTEE BID

(Absentee bids are for those who do not have computer access)

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

- **Photos** and detailed descriptions of properties (where available)
- **Faster check-in/out** with pre-registration online
- **GPS/GIS** location of the property
- **Maps** of the property vicinity (where available)
- **Google Earth links** to satellite images of the area, and street views of the property and neighborhood (where available)
- **Save properties** to your personalized “favorites” list

With delayed foreclosure dates this year, we have a very short window to review several thousand parcels. We began inspecting in July, and add data as we get to each parcel. Please be patient and **check back often as the auction date approaches** 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 [TAX-SALE.INFO](https://tax-sale.info)

Visiting and viewing property BEFORE auction:

The auction list being furnished is of property that **MAY** be offered. *Many parcels on early lists do not actually proceed to the auction for a variety of reasons.* PLEASE FOLLOW PROPERTIES YOU ARE INTERESTED IN ON THE WEBSITE. They may be removed from the list, which is updated *daily* on the website if the status is changed. If you do not use the internet, please verify current status with the Treasurer's office regularly.

You are NOT AUTHORIZED to enter any buildings, even if they are unlocked or open to access. Entering into a tax auction property to "see it" is **breaking and entering. It is a criminal offense.** Please limit your review to looking through the windows and other external inspection. We will post exterior and interior photos, and provide other commentary as available.

Entering properties (even vacant land) can be dangerous because of condition. **You assume all liability for injuries and other damage** if you go onto 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 (vehicles, furnishings, appliances etc). These items are **NOT SOLD** at our auction. We are only selling the **REAL ESTATE (land)** and whatever is **attached** to it (land, buildings and fixtures).

- **You are NOT AUTHORIZED to remove ANY "personal" property, "scrap" metal or fixtures from auction parcels. This is THEFT AND WILL BE PROSECUTED.** We often ask neighbors to watch property for theft and vandalism and report this to local police. ***You have been warned...***
- **PROPERTY IS SOLD "AS IS" IN EVERY RESPECT.** Please check zoning, building code violation records, property boundaries, condition of buildings and all local records.
- **THERE ARE NO REFUNDS AND NO SALE CANCELLATIONS AT BUYERS OPTION.**
- **INFORMATION OFFERED ON THE WEBSITE OR IN THE SALE BOOK IS DEEMED RELIABLE BUT IS NOT GUARANTEED.** We suggest reviewing the records of the local ASSESSORS 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 final until we've received both your payment and your notarized receipt/buyer's affidavit paperwork. This is 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 or FedEx to ensure timely delivery.

Bidding Authorization

- Online and absentee bidding requires a **\$1,000 pre-authorization hold** on a Visa, MasterCard, or Discover credit card or a \$1,000 certified funds deposit before any bids will be accepted. 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 e-mailing or 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).*

2020 AUCTION SCHEDULE
All Auctions are ONLINE ONLY

Northern Bay Area 9/1/2020	Tuscola 9/2/2020	Saint Clair 9/3/2020
Central Lower Peninsula 9/8/2020	Clare / Gladwin 9/9/2020	Lapeer 9/10/2020
Kent 9/11/2020	Montcalm / Ionia 9/14/2020	Van Buren / Cass 9/15/2020
Monroe 9/16/2020	Allegan / Ottawa 9/17/2020	Jackson 9/18/2020
Calhoun 9/21/2020	Kalamazoo / Barry 9/22/2020	Saint Joseph / Branch 9/23/2020
Lake 9/24/2020	Muskegon 9/25/2020	Wexford/Missaukee/Kalkaska 9/28/2020
Mecosta / Osceola 9/29/2020	NE Lower Peninsula 9/30/2020	North Central Lower Peninsula 10/1/2020
North Western Lower Peninsula 10/2/2020	Bay 10/3/2020	Upper Peninsula 10/5/2020
West Central Lakeshore 10/6/2020	No Reserve Auction 11/3/2020	

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.

- Bay

Rules and Regulations

1. Registration

Registration for live on-site auctions will begin 30 minutes before the stated start time unless otherwise noted. No bids will be accepted unless the bidder has registered and received a pre-numbered bid card. A Driver's license, passport, or other state issued I.D. must be presented in order to receive a bid card.

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

Generally, each sale unit will be offered separately and in the order appearing on the attached list. Sales are typically conducted both online and live on-site, simultaneously. The sale will be awarded to the individual bidding the highest amount equal to or greater than the starting bid by either method. Typically, the Auctioneer will make available a list of parcels prior-to-sale and will provide an opportunity for on-site bidders to designate "parcels of interest" prior to the start of the sale. The Auctioneer may skip over those parcels upon which no party has placed an online bid or designated as a parcel of interest prior to the start of the sale or during the process of live-bidding. The Auctioneer may offer a second request round of unsold parcels to be offered at the same opening bid after the first round of bidding has been completed. Such second request round will be available to those online and on-site bidders as may be in attendance at that time.

B. Starting Bid Price

The starting bid prices are shown 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

Floor bidders MUST bid in the same increments as online and absentee bidders. **We will not accept irregular bid increments** in fairness to online and absentee bidders.

D. Eligible Bidders

Any person who meets the following requirements may register as a bidder and receive a pre-numbered bid card:

- The person does not directly or indirectly hold more than a *de minimus* 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.

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

Absentee bids will be accepted in increments up to the amount that you pre-approve. 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. An absentee bid form is also available on www.tax-sale.info. Additionally, absentee bids may be submitted up until one hour before the sale if submitted online.

F. Online Bidding

On-line bidding will be available on the day of the auction at www.tax-sale.info unless otherwise indicated. An auction may be conducted entirely online as determined by the FGU.

G. Bids are Binding

An oral and/or live bid accepted at public auction or placed online through 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 or 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

- **Live On-Site Bidders**
 - **The full purchase price must be paid in full on the day of the sale, within half an hour of the end of the Auction.** No purchases can be made on a time-payment plan.
 - **NO CASH** will be accepted.
 - If the total purchase price is **less than \$1,000.00**, full payment may be made by certified check, personal check, money order, Visa, MasterCard, or Discover.
 - If the total purchase price is **greater than \$1,000.00**, a portion of the total purchase price must be paid by **certified funds** as follows:
 - If the total purchase price is **greater than \$1,000.00 but less than \$50,000.00**, **the first \$1,000.00 must be paid in certified funds.**
 - If the total purchase price is **\$50,000.00 or greater**, **the first \$5,000.00 must be paid in certified funds.**
 - **Any remaining balance** beyond the required certified funds may be paid by certified check, personal check, money order, Visa, MasterCard, or Discover.
- **Online & Absentee Bidders**
 - **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.
 - Online and absentee bidding require a \$1,000 pre-authorization on a Visa, MasterCard, or Discover credit card or a \$1,000 deposit before any bids will be accepted. Buyer's failure to consummate an online or absentee purchase will result in the forfeiture of this \$1,000.

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 forfeit, as liquidated damages, any purchase price paid as follows:

- A buyer whose total purchase price was less than \$1,000.00 will forfeit any portion of the total purchase price tendered and not dishonored including any credit card chargebacks which are successfully reversed by Seller.
- A buyer whose total purchase price was greater than \$1,000.00 will forfeit that portion of their total purchase price which was required to be tendered in certified funds as required by part 4A 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 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 *de minimus* 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.

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 **forfeit the first \$350 paid** on each parcel and any buyer's premium paid as liquidated damages for breach of contract by the buyer. If the buyer is an online or absentee purchaser and no payment has yet been tendered at the time noncompliance is discovered and the sale cancelled, the buyer will forfeit \$350 per cancelled parcel from the \$1000 authorization described in Section 4(A) above up to a maximum of \$1000 as liquidated damages for breach of contract by the buyer. 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 upon payment. 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 recommend 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 http://www.michigan.gov/deq/0,4561,7-135-3311_4109_4212---,00.html

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 ("**Additional Terms**"). If such Additional Terms apply, they will be listed under the heading "Additional Terms and Conditions" 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. In some cases, the Auctioneer is required to relate certain information orally on the day of sale when it is not possible to include such information in the printed sale booklets or in these Rules and Regulations ("**Oral Terms**"). In such a situation, the Auctioneer will clearly state that they are relating an additional condition of sale which either has not been previously printed or which modifies some portion of these Rules and Regulations. If the Auctioneer makes such a specific announcement, the Oral Terms shall take precedence over these Rules and Regulations where applicable. Finally, additional conditions are included on the printed 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, Oral 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: Oral Terms, 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 printable 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:

- Bay - DNR

Michigan DNR Land Sales

Rules and Regulations

1. Registration

Registration for live on-site auctions will begin 30 minutes before the stated start time unless otherwise noted. No bids will be accepted unless the bidder has registered and received a pre-numbered bid card. A Driver's license, passport, or other state issued I.D. must be presented in order to receive a bid card.

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

Generally, each sale unit will be offered separately and in the order appearing on the attached list. Sales are typically conducted both online and live on-site, simultaneously. The sale will be awarded to the individual bidding the highest amount equal to or greater than the starting bid by either method. Typically, the Auctioneer will make available a list of parcels prior-to-sale and will provide an opportunity for on-site bidders to designate "parcels of interest" prior to the start of the sale. The Auctioneer may skip over those parcels upon which no party has placed an online bid or designated as a parcel of interest prior to the start of the sale or during the process of live-bidding. The Auctioneer may offer a second request round of unsold parcels to be offered at the same opening bid after the first round of bidding has been completed. Such second request round will be available to those online and on-site bidders as may be in attendance at that time.

B. Starting Bid Price

The starting bid prices are shown 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

Floor bidders **MUST** bid in the same increments as online and absentee bidders. **We will not accept irregular bid increments** in fairness to online and absentee bidders.

D. Eligible Bidders

Any person who meets the following requirements may register as a bidder and receive a pre-numbered bid card:

- The person does not directly or indirectly hold more than a *de minimus* 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 DNR from participation in the public sale.

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

Absentee bids will be accepted in increments up to the amount that you pre-approve. 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. An absentee bid form is also available on www.tax-sale.info. Additionally, absentee bids may be submitted up until one hour before the sale if submitted online.

F. Online Bidding

On-line bidding will be available on the day of the auction at www.tax-sale.info unless otherwise indicated. An auction may be conducted entirely online as determined by the DNR.

G. Bids are Binding

An oral and/or live bid accepted at public auction or placed online through 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

- **Live On-Site Bidders**
 - **The full purchase price must be paid in full on the day of the sale, within half an hour of the end of the Auction.** No purchases can be made on a time-payment plan.
 - **NO CASH** will be accepted.
 - If the total purchase price is **less than \$1,000.00**, full payment may be made by certified check, personal check, money order, Visa, MasterCard, or Discover.

- If the total purchase price is **greater than \$1,000.00**, a portion of the total purchase price must be paid by **certified funds** as follows:
 - If the total purchase price is **greater than \$1,000.00 but less than \$50,000.00, the first \$1,000.00 must be paid in certified funds.**
 - If the total purchase price is **\$50,000.00 or greater, the first \$5,000.00 must be paid in certified funds.**
- **Any remaining balance** beyond the required certified funds may be paid by certified check, personal check, money order, Visa, MasterCard, or Discover.
- **Online & Absentee Bidders**
 - **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.
 - Online and absentee bidding require a \$1,000 pre-authorization on a Visa, MasterCard, or Discover credit card or a \$1,000 deposit before any bids will be accepted. Buyer's failure to consummate an online or absentee purchase will result in the forfeiture of this \$1,000.

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 forfeit, as liquidated damages, any purchase price paid as follows:

- A buyer whose total purchase price was less than \$1,000.00 will forfeit any portion of the total purchase price tendered and not dishonored including any credit card chargebacks which are successfully reversed by Seller.
- A buyer whose total purchase price was greater than \$1,000.00 will forfeit that portion of their total purchase price which was required to be tendered in certified funds as required by part 4A 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 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 *de minimus* 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 4I of The Home Rule City Act, 1909 PA 279, as amended, MCL 117.4I, 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.

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 **forfeit the first \$350 paid** on each parcel and any buyer's premium paid as liquidated damages for breach of contract by the buyer. If the buyer is an online or absentee purchaser and no payment has yet been tendered at the time noncompliance is discovered and the sale cancelled, the buyer will forfeit \$350 per cancelled parcel from the \$1000 authorization described in Section 4(A) above up to a maximum of \$1000 as liquidated damages for breach of contract by the buyer. 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 upon payment. 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 http://www.michigan.gov/deq/0,4561,7-135-3311_4109_4212---,00.html

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 ("**Additional Terms**"). If such Additional Terms apply, they will be listed under the heading "Additional Terms and Conditions" 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. In some cases, the Auctioneer is required to relate certain information orally on the day of sale when it is not possible to include such information in the printed sale booklets or in these Rules and Regulations ("**Oral Terms**"). In such a situation, the Auctioneer will clearly state that they are relating an additional condition of sale which either has not been previously printed or which modifies some portion of these Rules and Regulations. If the Auctioneer makes such a specific announcement, the Oral Terms shall take precedence over these Rules and Regulations where applicable. Finally, additional conditions are included on the printed 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, Oral 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: Oral Terms, 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 printable 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.

Bay

Lot #	Lot Information	Address	Min. Bid	Sold For
1100	Parcel ID: 010-004-200-155-00; Legal Description: COM 468 FT E OF N 1/4 POST, TH E 117 FT, TH S 174 FT, TH W 117 FT, TH N TO BEG. SEC 4 T14N R5E Comments: Lots of vehicles still left on the property that will need to be removed. May have contamination issues if the property was operating as a repair facility. Summer Tax Due: \$728.22	4300 ZIMMER RD BAY CITY;	\$5107.80	
1102	Parcel ID: 010-004-200-350-00; Legal Description: COM 753 FT W & 386 FT N OF SE COR OF NE 1/4 OF NE 1/4 TH W 100 FT TH N 50 FT TH E 100 FT TH S 50 FT TO BEG. SEC 4 T14N R5E Comments: Undeveloped with some smaller trees located in a quiet area Summer Tax Due: \$51.95	4424 NORTHVIEW RD BAY CITY;	\$876.96	
1105	Parcel ID: 010-031-200-295-00; Legal Description: COM AT SW COR OF SW 1/4 OF NE 1/4 TH E 75 FT TH N 200 FT TH W 75 FT TH S 200 FT TO BEG. SEC 31 T15N R5E Comments: Is the worst looking house I seen in what looks to be in a decent area. Probably best to tear this one down and start over. Summer Tax Due: \$651.75	3231 LAURIA RD BAY CITY;	\$3722.12	
1112	Parcel ID: 010-S35-001-004-00; Legal Description: LOT 4, BLK 1, SUNSET SHORES DIVISION ONE. Comments: Nice area but not much to do here unless you wanting to start a mosquito farm. The road this lot is located on looks like it was never developed. Summer Tax Due: \$42.98	SUNSET AVE BAY CITY;	\$766.34	
1121	Parcel ID: 060-027-300-015-00; Legal Description: COM 1100 FT N OF SW COR OF SEC TH E 200 FT TH N 137 FT TH W 200 FT TH S 137 FT TO BEG. SEC 27 T18N R3E Comments: Lots of junk still left in the storage barns, the front porch is rotted away, back side of the house is filled with mold, roof and structural issues Summer Tax Due: \$133.02	6610 N 11 MILE RD BENTLEY;	\$3522.36	
1123	Parcel ID: 060-B05-007-007-00; Legal Description: LOTS 7-8 BLK 7 OF BENTLEY. Comments: Run down with lots of debris Mobile Home; Summer Tax Due: \$15.69	7176 PARK ST BENTLEY;	\$1362.42	
1124	This lot is a "bundle" comprised of 2 parcels (1 of 2) Parcel ID: 060-B05-008-009-00; Legal Description: LOT 9 & S 9 FT. OF LOT 10 BLK 8 OF BENTLEY,. Comments: Nice looking lots with some old fencing. Across from the church (2 of 2) Parcel ID: 060-B05-008-010-00; Legal Description: N 51 FT OF LOT 10, BLK 8 OF BENTLEY, L3/P3 BCR Summer Tax Due: \$32.84	7186 STANDISH RD BENTLEY; STANDISH RD BENTLEY;	\$2204.00	
1126	Parcel ID: 080-015-200-025-03; Legal Description: N 161 FT OF E 36.28 FT OF W 1958.53 FT OF N 1/2 OF N 1/2 OF NE 1/4, SEC 15 T15N R4E, 0.13 AC +/- Comments: Set back of the road a bit Summer Tax Due: \$444.46	1932 E PARISH RD KAWKAWLIN;	\$3251.12	
1132	Parcel ID: 100-020-400-075-01; Legal Description: E 25 FT OF W 658 FT OF S 20 FT OF N 220 FT OF SE 1/4. SEC.20, T14N,R4E Summer Tax Due: \$17.06	MIDLAND RD (REAR) BAY CITY;	\$635.07	
1133	Parcel ID: 100-037-300-120-00; Legal Description: COM 260 FT N OF 1/4-POST ON S LI OF SEC, TH W 212.75 FT, TH N 100 FT, TH E 212.75 FT, TH S 100 FT TO BEG. SEC 30 T14N R5E Comments: Seems a bit on the dilatated side but has a garage and is in a quiet area Summer Tax Due: \$409.70	5472 KASEMEYER RD BAY CITY;	\$5025.83	
1141	Parcel ID: 160-016-104-003-00; Legal Description: S 50 FT OF N 150 FT OF W 100 FT OF LOT 18 EX W 7 FT SMITHVILLE ADD TO W BC Comments: older home with no exterior structures Summer Tax Due: \$695.53	814 SIBLEY ST BAY CITY;	\$2291.37	
1142	Parcel ID: 160-016-152-002-00; Legal Description: COM 499 FT E OF W 1/4 POST OF SEC TH E 80 FT TO W LI OF BRADLEY ST TH N 129.25 FT TO S LI OF SMITH ST TH SWLY ALG SMITH ST 81.76 FT TH S TO BEG SEC 16 T14NR5E Comments: Nice looking occupied house in a good location Summer Tax Due: \$2,668.93	116 SMITH ST BAY CITY;	\$34945.74	

1143	Parcel ID: 160-016-261-007-00; Legal Description: LOT 10 BLK 18 JOSEPH TROMBLES ADD TO THE VILL OF BANKS Comments: Has a newer roof and some bay windows. A paint job or some vinyl siding would greatly improve the look of the place Summer Tax Due: \$492.43	1007 LENG ST BAY CITY;	\$3636.71	
1144	Parcel ID: 160-016-305-011-00; Legal Description: LOTS 8 & 9 BLK 8 WEBSTERS 3RD ADD TO W BC Comments: Occupied house with detached garage. Summer Tax Due: \$909.66	407 SIDNEY ST BAY CITY;	\$15954.39	
1146	Parcel ID: 160-016-334-004-00; Legal Description: LOT 7 BLK 7 MILLER ADD TO W BC & COM ON SW COR SD LOT 7 TH ELY 100 FT ALG S LI SD LOT TO SE COR SD LOT TH SLY 33 FT ALG E LI SD LOT IF EXT TH WLY 100 FT PAR TO S LI SD LOT TH NLY 33 FT TO POB (CORRECT DESC FOR 1990) Comments: Looks to be a bit run down and in need of a new roof Summer Tax Due: \$2,797.34	701 SPRUCE ST BAY CITY;	\$5656.03	
1154	Parcel ID: 160-020-160-006-00; Legal Description: W 28.87 FT OF LOT 2 & ALL OF LOT 3 BLK 11 E B DENISONS ADD TO W BC Comments: Multiple holes in the roof are causing some serious issues on the second floor, Mold, lots of debris left behind from the previous owners. The whole house is covered in mouse/rat droppings, cats living around the house. Slab on the front porch is broken, back wall is rotting away, basement walls leaking, floor in the kitchen and back room area is decaying and a whole lot more.....plus whatever is hiding and living under all the garbage Mold; Summer Tax Due: \$1,643.77	510 W OHIO ST BAY CITY;	\$7451.91	
1158	Parcel ID: 160-020-253-011-00; Legal Description: W 1/2 OF LOT 6 & W 1/2 OF S 5 FT OF LOT 7 BLK 17 SAGE & MCGRAWS ADD TO W BC Summer Tax Due: \$1,240.48	405 E INDIANA ST BAY CITY;	\$6523.77	
1168	Parcel ID: 160-021-467-003-00; Legal Description: LOT 9 BLK 85 LOWER SAGINAW Comments: Burnt to a crisp and has been that way for over 3 years according to the neighbor. This house will likely need to be demolished. Fire Damage; Dangerous Building; Summer Tax Due: \$1,028.98	510 N JEFFERSON ST BAY CITY;	\$8921.49	
1175	Parcel ID: 160-022-256-019-00; Legal Description: N'LY 80 FT OF S'LY 150 FT OF E 1/2 OF LOT 9 BLK 2 W D FITZHUGHS ADD TO HIS SUB OF SEC 22 & 27 ETAL L1/P49 BCR Summer Tax Due: \$52.64	1ST ST BAY CITY;	\$789.11	
1176	Parcel ID: 160-022-310-004-00; Legal Description: E 24 FT OF W 50.42 FT OF LOTS 1 & 2 BLK 26 JAMES FRASERS 1ST ADD TO BC N OF CENTER AVE Summer Tax Due: \$36.84	1608 3RD ST BAY CITY;	\$748.14	
1179	Parcel ID: 160-027-103-004-00; Legal Description: THE SOUTH 29 1/2 FEET OF LOT SIX BLK 15 PLAN OF BIRNEYS ADD TO BC Comments: There are some issues with the hole in the roof around the stink pipe. The kitchen will need a new subfloor. There is a lot of ugly stuff but the bones are solid and the majority of the work needed is cosmetic. Summer Tax Due: \$1,555.58	508 N MCLELLAN ST BAY CITY;	\$9250.58	
1182	Parcel ID: 160-027-153-009-00; Legal Description: COM ON S LI 11TH ST 55 FT W OF W LI OF JOHNSON ST TH S PARA TO JOHNSON ST 111.8 FT TH W 51.2 FT TH N 111.8 FT TH E 51.2 FT TO BEG PT OF LOT 25 SUB OF OUTLOT 16 IN THE FRASER, FITZHUGH, BIRNEY & WALKER ADD Comments: Solid looking house with a large front porch Summer Tax Due: \$1,585.70	1736 11TH ST BAY CITY;	\$5230.43	
1183	Parcel ID: 160-027-157-004-00; Legal Description: LOT 10 BLK 4 A C MAXWELLS 1ST ADD TO BC & W 1/2 VAC ALLEY ADJ THRT Comments: This whole place is one issue after another. Basically everything is bad and it needs to get demolished before someone gets hurt trying to fix it. Summer Tax Due: \$1,539.17	209 S BIRNEY ST BAY CITY;	\$8757.72	
1185	Parcel ID: 160-028-137-015-00; Legal Description: LOT 8 BLK 126 ADD OF LOWER SAGINAW Comments: Occupied with a lot of junk laying around. Fenced in back yard. Has a community garden on the corner lot beside the house. Summer Tax Due: \$838.51	204 ADAMS ST BAY CITY;	\$9648.54	

1187	Parcel ID: 160-028-208-003-00; Legal Description: LOT 15 BLK 116 LOWER SAGINAW Comments: Neighbor said there has been a lot of issues here in the past and that its pretty bad inside. The roof looks like it has a few holes along the back. Summer Tax Due: \$2,384.19	252 N JEFFERSON ST BAY CITY;	\$10251.54	
1192	Parcel ID: 160-028-211-029-00; Legal Description: S 12 1/2 FT OF LOT 1 & N 1/2 OF LOT 2 BLK 122 ADD OF LOWER SAGINAW Comments: Be careful around here there is someone still living in here even though its fire damaged. Hopefully this one will get boarded up before the auction. Fire Damage; Summer Tax Due: \$1,307.01	221 N VANBUREN ST BAY CITY;	\$6040.72	
1193	Parcel ID: 160-028-241-028-00; Legal Description: S 65 FT OF E 36.89 FT OF W 73.78 FT OF BLK 3 LYG N OF 11TH ST & E OF FARRAGUT STS PART OF LOTS 6 & 7 BLK 3 SUB OF OUT LOT 15 IN JOHN RILEYS RES T14NR5E Comments: Pretty much move in ready. Not much for parking space and its a little tight going up the stairs. Really good watchful neighbors is always a major bonus. Looks like there was a bit of water back up in the basement so I would plan on a new furnace and hot water tank but other than that this is probably the best house that's unoccupied this year. Summer Tax Due: \$956.70	1105 11TH ST BAY CITY;	\$3610.64	
1194	This lot is a "bundle" comprised of 2 parcels <i>(1 of 2)</i> Parcel ID: 160-028-254-001-00; Legal Description: LOTS 10-11-12 & N 20 FT OF LOT 9 BLK 139 ADD OF LOWER SAGINAW & W 1/2 OF VAC ALLEY ADJ THRT Comments: 114 and 115 N Jackson are being sold as a single sale unit, with 115 being a parking lot that will accommodate approximately 40 cars. This property is located just north of Columbus Avenue, near St James Church. The earliest use of this building was as manufacturing, but it now lends itself to residential or mixed use redevelopment. As currently laid out it is a three story, brick building with a two story addition of more recent vintage. The original section features arched brickwork over the window openings. There is some decay in the brickwork, most of which is localized and much or it located around the original front door area. The newer addition section has roughly 50% window area in its wall design, which could create a bright and inviting interior with replacement windows. The addition area is also slab-on-grade construction and will support the weight of vehicles or heavy machinery on its main floor. The property is serviced by three phase and single phase power, as well as municipal 1.5" potable water main, sewer and 2" natural gas main @ 2000cfh. The building is fully sprinklered, and serviced by an 8" water main. All of the mechanical systems in the building are dated, some have been harvested, and others are in a general state of disrepair. There are two elevators here, including an older freight elevator in the original structure, and a more modern ADA-type lift that appears to be in disrepair. The original portion of the building is three story, has hardwood floors that are restorable, and is based on a 10' x 10' post and beam load bearing design. The newer sections of the building are more open. The building is in need of roof repair, as sections of its EPDM membrane have separated are are leaking at seams. This is a substantial, solid, historic building located in a clean well maintained neighborhood. It has parking for 40 with alley access to improve navigation. The opportunities for redevelopment here are substantial. There are comprehensive engineering reports linked to this parcel that you may wish to review. <i>(2 of 2)</i> Parcel ID: 160-028-253-011-02; Legal Description: LOTS 2 & 3 BLK 138 ADD TO LOWER SAGINAW Summer Tax Due: TBA	114 N JACKSON ST BAY CITY; 115 N JACKSON ST BAY CITY;	\$43725.00	
1195	Parcel ID: 160-028-336-012-00; Legal Description: W 35 FT OF LOT 7 BLK 173 VILL OF PORTS- MOUTH Summer Tax Due: \$23.67	411 17TH ST BAY CITY;	\$665.75	
1196	Parcel ID: 160-028-336-013-00; Legal Description: E 65 FT OF LOT 7 BLK 173 VILL OF PORTS- MOUTH Comments: Empty corner lot Summer Tax Due: \$61.23	520 GARFIELD AVE BAY CITY;	\$825.61	

1197	Parcel ID: 160-028-343-007-00; Legal Description: LOTS 5 & 6 & S 1/2 VAC ALLEY ADJ TO SD LOTS & E 1/2 VAC ALLEY ADJ TO SD LOT 5 & W 1/2 VAC JEFFERSON ST ADJ THERETO BLK 267 VILL OF PORTSMOUTH Comments: The floors/carpets are pretty bad throughout especially in the bathroom, lots of safety hazards, basement walls are both leaking and crumbling and causing mold in many areas, many of the windows need to be replaced, the porch posts seem pretty iffy, and it has a really bad pet smell to it, gonna need new water lines, furnace, hot water tank but it does have a fenced in yard. Summer Tax Due: TBA	711 18TH ST BAY CITY;	\$8475.00	
1200	Parcel ID: 160-028-409-009-00; Legal Description: LOT 4 BLK 2 PHILLIP SIMONS SUB OF PT OF OUTLOT 4 Comments: The interior is in pretty bad shape and looks like they had a leaky roof in the past, no idea why they didn't replace the flooring or ceiling tiles, but strangely enough this is a really solid house with a newer furnace and how water tank, no leaks in the basement walls, the water and gas lines both look good, porch is soild. Even though it looks like there are active leaks in the roof even I didn't see any signs that typically accompany it like mold or pooled water so it may have be an issue that was fixed on the exterior but not inside. The garage is is in pretty good shape as well just gotta get all the junk out of the place, this could be a diamond in the rough. Summer Tax Due: \$1,070.53	518 S MADISON AVE BAY CITY;	\$9049.07	
1201	Parcel ID: 160-028-436-002-00; Legal Description: S 1/2 OF N 100 FT OF W 100 FT OF THAT PT OF OUTLOT 6 BDED N BY 16TH ST & W BY VANBUREN ST JAMES FRASER OUTLOTS Comments: Was remodeled into a duplex and seems like it may be able to be fixed but be careful of the back wall seems to have a bit of rot going on. The structure of the house feel pretty solid and it has a pretty neat old tub on the main floor. The garage looks good. Summer Tax Due: \$1,721.56	505 S VANBUREN ST BAY CITY;	\$7216.57	
1203	Parcel ID: 160-028-454-014-00; Legal Description: S 1/2 OF LOTS 6 & 7 BLK 7 H M BRADLEYS ADD TO BC Comments: May be a nice house in there if you can see around all the junk. The roof is shot and will need to be replaces asap, There is a really heavy leak where enclosed porch attaches to the house and a 5ft area of the carpet is saturated. Lots of overgrowth trees that need to be removed. Slab where the garage was is pretty solid and its on a double lot with some mature cedars, plus it comes with some pretty god neighbors! Lots of discoloration on both the first and second floors of the home. I couldn't even make it more than a few feet into the basement so I've got no clue on the water lines or furnace. Summer Tax Due: \$1,269.92	722 S VANBUREN ST BAY CITY;	\$10576.54	
1204	Parcel ID: 160-029-191-003-00; Legal Description: LOT 4 BLK 9 ZAGELMEYER & MILLERS 1ST ADD TO WENONA Comments: Looks like they are still in the process of moving out. Summer Tax Due: \$1,283.43	1305 S CHILSON ST BAY CITY;	\$6702.77	
1205	Parcel ID: 160-029-339-005-00; Legal Description: LOT 1 & N 10 FT OF LOT 2 BLK 1 MRS CAMPAUS ADD TO SALZBURG Comments: Looks like it could be a really nice place once its finished. Feels solid and has a garage. Spoke with the owner who says he plans to redeem the property. Incomplete Construction; Summer Tax Due: \$2,776.73	1500 S WENONA AVE BAY CITY;	\$14933.77	
1215	Parcel ID: 160-033-113-005-00; Legal Description: LOT 5 BLK 111 DAGLISH DIV OF PORTSMOUTH ALSO W 1/2 VAC ALLEY ADJ THERETO (COMB FOR 94) Comments: Occupied home with a fenced in yard and paved driveway Summer Tax Due: \$441.25	517 MARSAC ST BAY CITY;	\$2272.09	
1218	Parcel ID: 160-033-188-005-00; Legal Description: LOT 5 BLK 16 C A KENT ADD TO BC Comments: Looks like someone run into some issues with their renovation plans here and in never got finished. The floor seems a bit spongy and probably needs to get replaced along with a few other things like the water lines and heat ducts Summer Tax Due: \$1,287.98	1709 S JEFFERSON ST BAY CITY;	\$8529.51	
1219	Parcel ID: 160-033-256-015-00; Legal Description: COM 50 FT S OF NW COR OF LOT 7 TH E 100 FT TH S 75 FT TH W 100 FT TH N 75 FT TO BEG E F BIRNEYS 1ST ADD TO BC Comments: Might be a duplex, porch looks solid, has a big yard Summer Tax Due: \$978.16	909 MICHIGAN AVE BAY CITY;	\$16495.38	
1220	Parcel ID: 160-033-305-010-00; Legal Description: LOTS 11 & 12 EX W 84 FT THRF BLK 151 DAGLISH DIV OF PORTSMOUTH Comments: Sharp looking occupied house on a corner lot with an attached garage Summer Tax Due: \$1,786.40	900 JENNISON ST BAY CITY;	\$6338.19	

1224	<p>Parcel ID: 170-S20-006-003-00; Legal Description: LOTS 3 & LOT 10 EXC S 56 FT, BLK 6, JOHN SMITHS 1ST. ADD TO ESSEX. Comments: Condemned and looks like it needs a new roof, has a fenced in back yard, soft spots in floor especially bathroom</p> <p>Summer Tax Due: \$1,907.54</p>	1904 JAMES ST ESSEXVILLE;	\$7483.27	
1226	<p>Parcel ID: 180-023-300-410-04; Legal Description: COM @ SW COR SEC 23, TH ALG S SEC LN S87°52'23"E 1736.48 FT, TH ALG W R/W LN WATER ST N 1347.30 FT TO POB, TH N88°39'27"W 100 FT, TH N0°56'23"E 4 FT, TH N88°37'56"W 129.68 FT, TH N01°00'54"E 179.14 FT, TH S88°59'06"E 140.43 FT, TH N 140 FT, TH S88°39'48"E 86 FT, TH S 324.06 FT TO POB, PT SW 1/4 SEC 23 T17N R4E, 1.23 AC +/- Comments: The building is gone but there is a solid foundation remaining</p> <p>Summer Tax Due: \$231.66</p>	122 S WATER ST PINCONNING;	\$7141.80	

Bay - DNR

Lot #	Lot Information	Address	Min. Bid	Sold For
99143	Parcel ID: 160-015-176-006-00; Legal Description: PLAT OF SMITH BROTHERS ADD SEC 15 T14N R5E BLOCK 2 W 1 FOOT OF LOTS 1 TO 6 Comments: 0.007 ACRES. LONG THIN STRIP OF PROPERTY WITH ACCESS TO MARQUETTE AVE. Dnr Aa; Summer Tax Due: TBA		\$300	
99144	Parcel ID: 010-L40-000-051-04; Legal Description: COM AT SW COR OF LOT 51 TH N 15D20' W 83.8' TH N 69D58'10 E 182.93' TH S 22D50' W TO PT ON S LI OF LOT 51 193.4' NE'LY OF BEG THE S 67D58' W 193.4' TO BEG. PART OF LOT 51. (LOURIMS KILLARNEY BEACH SUB.) Comments: 0.35 ACRES. PROPERTY IS LOCATED ON THE EAST SIDE OF KILLARNEY BEACH ROAD NEAR SAGINAW BAY. PARCEL IS SWAMPY AND LIKELY NON-BUILDABLE Dnr Aa; Summer Tax Due: TBA		\$500	
99145	Parcel ID: 120-011-400-020-00; Legal Description: N 23.01 FT OF E 241 FT OF SE 1/4 OF SE 1/4 Comments: 0.13 ACRES. PROPERTY HAS FRONTAGE ON THE WEST SIDE OF N TOWER BEACH ROAD LONG THIN PARCEL FORESTED Dnr Aa; Summer Tax Due: TBA		\$600	

Property Transfer Affidavit

This form is issued under authority of P.A. 415 of 1994. Filing is mandatory.

This form must be filed whenever real estate or some types of personal property are transferred (even if you are not recording a deed). **The completed Affidavit must be filed by the new owner with the assessor for the city or township where the property is located within 45 days of the transfer.** The information on this form is NOT CONFIDENTIAL.

1. Street Address of Property	2. County	3. Date of Transfer (or land contract signed)
4. Location of Real Estate (Check appropriate field and enter name in the space below.) <input type="checkbox"/> City <input type="checkbox"/> Township <input type="checkbox"/> Village		5. Purchase Price of Real Estate
6. Seller's (Transferor) Name		8. Buyer's (Transferee) Name and Mailing Address
7. Property Identification Number (PIN). If you don't have a PIN, attach legal description. PIN. This number ranges from 10 to 25 digits. It usually includes hyphens and sometimes includes letters. It is on the property tax bill and on the assessment notice.		9. Buyer's (Transferee) Telephone Number

Items 10 - 15 are optional. However, by completing them you may avoid further correspondence.

10. Type of Transfer. Transfers include, but are not limited to, deeds, land contracts, transfers involving trusts or wills, certain long-term leases and business interest. See page 2 for list. <input type="checkbox"/> Land Contract <input type="checkbox"/> Lease <input type="checkbox"/> Deed <input type="checkbox"/> Other (specify) _____		
11. Was property purchased from a financial institution? <input type="checkbox"/> Yes <input type="checkbox"/> No	12. Is the transfer between related persons? <input type="checkbox"/> Yes <input type="checkbox"/> No	13. Amount of Down Payment
14. If you financed the purchase, did you pay market rate of interest? <input type="checkbox"/> Yes <input type="checkbox"/> No	15. Amount Financed (Borrowed)	

EXEMPTIONS

Certain types of transfers are exempt from uncapping. If you believe this transfer is exempt, indicate below the type of exemption you are claiming. If you claim an exemption, your assessor may request more information to support your claim.

- Transfer from one spouse to the other spouse
- Change in ownership solely to exclude or include a spouse
- Transfer between certain family members *(see page 2)
- Transfer of that portion of a property subject to a life lease or life estate (until the life lease or life estate expires)
- Transfer between certain family members of that portion of a property after the expiration or termination of a life estate or life lease retained by transferor ** (see page 2)
- Transfer to effect the foreclosure or forfeiture of real property
- Transfer by redemption from a tax sale
- Transfer into a trust where the settlor or the settlor's spouse conveys property to the trust and is also the sole beneficiary of the trust
- Transfer resulting from a court order unless the order specifies a monetary payment
- Transfer creating or ending a joint tenancy if at least one person is an original owner of the property (or his/her spouse)
- Transfer to establish or release a security interest (collateral)
- Transfer of real estate through normal public trading of stock
- Transfer between entities under common control or among members of an affiliated group
- Transfer resulting from transactions that qualify as a tax-free reorganization under Section 368 of the Internal Revenue Code.
- Transfer of qualified agricultural property when the property remains qualified agricultural property and affidavit has been filed.
- Transfer of qualified forest property when the property remains qualified forest property and affidavit has been filed.
- Transfer of land with qualified conservation easement (land only - not improvements)
- Other, specify: _____

CERTIFICATION

I certify that the information above is true and complete to the best of my knowledge.

Printed Name		
Signature	Date	
Name and title, if signer is other than the owner	Daytime Phone Number	E-mail Address

Instructions:

This form must be filed when there is a transfer of real property or one of the following types of personal property:

- Buildings on leased land.
- Leasehold improvements, as defined in MCL Section 211.8(h).
- Leasehold estates, as defined in MCL Section 211.8(i) and (j).

Transfer of ownership means the conveyance of title to or a present interest in property, including the beneficial use of the property. For complete descriptions of qualifying transfers, please refer to MCL Section 211.27a(6)(a-j).

Excerpts from Michigan Compiled Laws (MCL), Chapter 211

****Section 211.27a(7)(d):** Beginning December 31, 2014, a transfer of that portion of residential real property that had been subject to a life estate or life lease retained by the transferor resulting from expiration or termination of that life estate or life lease, if the transferee is the transferor's or transferor's spouse's mother, father, brother, sister, son, daughter, adopted son, adopted daughter, grandson, or granddaughter and the residential real property is not used for any commercial purpose following the transfer. Upon request by the department of treasury or the assessor, the transferee shall furnish proof within 30 days that the transferee meets the requirements of this subdivision. If a transferee fails to comply with a request by the department of treasury or assessor under this subdivision, that transferee is subject to a fine of \$200.00.

***Section 211.27a(7)(u):** Beginning December 31, 2014, a transfer of residential real property if the transferee is the transferor's or the transferor's spouse's mother, father, brother, sister, son, daughter, adopted son, adopted daughter, grandson, or granddaughter and the residential real property is not used for any commercial purpose following the conveyance. Upon request by the department of treasury or the assessor, the transferee shall furnish proof within 30 days that the transferee meets the requirements of this subparagraph. If a transferee fails to comply with a request by the department of treasury or assessor under this subparagraph, that transferee is subject to a fine of \$200.00.

Section 211.27a(10): "... the buyer, grantee, or other transferee of the property shall notify the appropriate assessing office in the local unit of government in which the property is located of the transfer of ownership of the property within 45 days of the transfer of ownership, on a form prescribed by the state tax commission that states the parties to the transfer, the date of the transfer, the actual consideration for the transfer, and the property's parcel identification number or legal description."

Section 211.27(5): "Except as otherwise provided in subsection (6), the purchase price paid in a transfer of property is not the presumptive true cash value of the property transferred. In determining the true cash value of transferred property, an assessing officer shall assess that property using the same valuation method used to value all other property of that same classification in the assessing jurisdiction."

Penalties:

Section 211.27b(1): "If the buyer, grantee, or other transferee in the immediately preceding transfer of ownership of property does not notify the appropriate assessing office as required by section 27a(10), the property's taxable value shall be adjusted under section 27a(3) and all of the following shall be levied:

- (a) Any additional taxes that would have been levied if the transfer of ownership had been recorded as required under this act from the date of transfer.
- (b) Interest and penalty from the date the tax would have been originally levied.
- (c) For property classified under section 34c as either industrial real property or commercial real property, a penalty in the following amount:
 - (i) Except as otherwise provided in subparagraph (ii), if the sale price of the property transferred is \$100,000,000.00 or less, \$20.00 per day for each separate failure beginning after the 45 days have elapsed, up to a maximum of \$1,000.00.
 - (ii) If the sale price of the property transferred is more than \$100,000,000.00, \$20,000.00 after the 45 days have elapsed.
- (d) For real property other than real property classified under section 34c as industrial real property or commercial real property, a penalty of \$5.00 per day for each separate failure beginning after the 45 days have elapsed, up to a maximum of \$200.00.