

# Public Land Auction

Alcona, Alpena, Montmorency, Oscoda

September 6th, 2022

Alcona, Alcona (Dnr), Alpena (Dnr), Alpena, Montmorency, and Oscoda  
Counties



**Location:**

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



**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**

**-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).*

# 2022 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>Monroe, Washtenaw DNR</b> 8/2/2022	<b>Hillsdale, Jackson</b> 8/3/2022	<b>Bay, Gladwin Huron (DNR only), Tuscola</b> 8/4/2022
<b>Arenac*, Iosco*, Ogemaw</b> 8/5/2022	<b>Lapeer*, Macomb (DNR only) Saint Clair*, Sanilac*</b> 8/11/2022	<b>Oakland</b> 8/12/2022
<b>Barry, Kalamazoo Saint Joseph*</b> 8/16/2022	<b>Branch, Calhoun</b> 8/17/2022	<b>Berrien*, Cass, Van Buren*</b> 8/18/2022
<b>Clare, Lake*, Osceola</b> 8/23/2022	<b>Gratiot, Isabella, Mecosta Montcalm</b> 8/24/2022	<b>Clinton, Livingston Shiawassee</b> 8/25/2022
<b>Eastern Upper Peninsula</b> (Alger, Chippewa*, Delta, Luce*, Mackinac (DNR Only), Schoolcraft) 8/26/2022	<b>Western Upper Peninsula</b> (Baraga, Dickinson*, Gogebic*, Houghton*, Iron*, Keweenaw, Marquette*, Menominee, Ontonagon*) 8/30/2022	<b>Antrim*, Charlevoix*, Otsego</b> 8/31/2022
<b>Crawford, Kalkaska Missaukee, Roscommon*</b> 9/1/2022	<b>Alcona*, Alpena* Montmorency, Oscoda</b> 9/6/2022	<b>Cheboygan, Emmet* Presque Isle</b> 9/7/2022
<b>Mason*, Muskegon Newaygo (DNR Only) Oceana*</b> 9/8/2022	<b>Benzie, Grand Traverse* Leelanau, Manistee, Wexford</b> 9/9/2022	<b>Allegan, Ionia, Kent, Ottawa</b> 9/13/2022
<b>Saginaw</b> 9/14/2022	<b>Genesee</b> 9/15/2022	<b>Round 1 Re-Offer Auction</b> 9/28/2022

**No Reserve Auction**

10/28/2022

## **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.**

- Alcona
- Alpena
- Montmorency
- Oscoda

# 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:**

- Alcona (DNR)
- Alpena (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 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 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.**

## Alcona

Lot #	Lot Information	Address	Min. Bid	Sold For
100	<b>Parcel ID:</b> 013-420-071-007-00; <b>Legal Description:</b> T28N R8E SECS 35&36 LOT 7 BLK 71 LOST LAKE WOODS SUB. <b>Comments:</b> Lost Lake Woods Club is a private, member owned, family resort. This gated community is located in Alcona County, the "Sunrise Side" of the northeastern region of Michigan's lower-peninsula. Our Club was founded in 1926 and consists of more than 10,000 acres of prime hunting land featuring five lakes and extensive recreational facilities. A few highlights of the amenities we offer include a private 18-hole Golf Course, beach, horse stables, shooting ranges, skeet & trap, an 84-site campground, and a 52-Room lodge with dining and banquet facilities. The community is currently home to over 500 homes and membership now exceeds 1,225 people. Members have access to: Fantastic Hunting and Fishing Opportunities An Archery Range A Rifle Range A Skeet and Trap Range Tennis Courts Horse Stables Beach and Playground & Lakeside Pavilion Twenty Miles of Snowmobiling and ATV Trails Cross-country Skiing See link, please research to see if you would have to pay Association Fees if you own in the Lost Lake Woods Subdivision. <b>Summer Tax Due:</b> \$19.84	N SHREW RD LINCOLN;	\$559.79	
101	<b>Parcel ID:</b> 013-420-077-032-00; <b>Legal Description:</b> T28N R8E SECS 35&36 LOT 32 BLK 77 LOST LAKE WOODS SUB <b>Comments:</b> Lost Lake Woods Club is a private, member owned, family resort. This gated community is located in Alcona County, the "Sunrise Side" of the northeastern region of Michigan's lower-peninsula. Our Club was founded in 1926 and consists of more than 10,000 acres of prime hunting land featuring five lakes and extensive recreational facilities. A few highlights of the amenities we offer include a private 18-hole Golf Course, beach, horse stables, shooting ranges, skeet & trap, an 84-site campground, and a 52-Room lodge with dining and banquet facilities. The community is currently home to over 500 homes and membership now exceeds 1,225 people. Members have access to: Fantastic Hunting and Fishing Opportunities An Archery Range A Rifle Range A Skeet and Trap Range Tennis Courts Horse Stables Beach and Playground & Lakeside Pavilion Twenty Miles of Snowmobiling and ATV Trails Cross-country Skiing See link, please research to see if you would have to pay Association Fees if you own in the Lost Lake Woods Subdivision. Association Fees; <b>Summer Tax Due:</b> \$65.15	N HAWK RD LINCOLN;	\$762.71	
102	<b>Parcel ID:</b> 041-266-000-204-00; <b>Legal Description:</b> T25N R9E SEC 14 LOT 204 TIMBERLAKES ESTATES SUB #2 <b>Summer Tax Due:</b> \$9.32	S DEER RUN DR GREENBUSH;	\$514.31	
103	<b>Parcel ID:</b> 080-025-200-020-00; <b>Legal Description:</b> T27N R9E SEC 25 COM S1DEGW 946.39 FT OF NW COR OF NE1/4 OF NW1/4, S88DEGE 1058.87 FT, S4DEGE 358.30 FT, N88DEGW 1100 FT TO SW COR, N1DEGE 360.48 FT TO POB EXC N 75 FT OF W 75 FT PARCEL "D" & COM NW SEC COR, S88DEGE 1320.80 FT, S1DEGW 1381.87 FT TO POB, S1DEGW 285.48 FT, N88DEGW 144.52 FT TO E ROW US-23, N19DEDGW 300.54 FT TO S LN 75 FT EMT, S88DEGE 250 FT TO POB EMT S161/896 S152/457 INCLUDES PARCEL "D" <b>Comments:</b> Nice older home that is just in need of some updates and personal touches. Is currently in move in condition. Two possible three bedrooms or use the third as a home office. Has a nice smaller sunroom off the back and a detached two car garage. Home sits on approximately 11 acres. <b>Summer Tax Due:</b> \$496.99	1910 N US-23 HARRISVILLE;	\$2944.72	
104	<b>Parcel ID:</b> 080-025-400-015-00; <b>Legal Description:</b> T27N R9E SEC 25 N 346.5 FT OF SW1/4 OF SE1/4 E OF SHR RD & W OF D&M ROW <b>Comments:</b> 4 Plus wooded acres just outside of Harrisville. Grade is lower than road and could get swampy at times. <b>Summer Tax Due:</b> \$163.76	OFF N LAKE SHORE DR HARRISVILLE MI;	\$1167.85	
105	<b>Parcel ID:</b> 082-100-000-020-00; <b>Legal Description:</b> T27N R9E SEC 1 N 60 FT OF LOT 20 & S1/2 OF LOT 21 ALCONA HARBOR SUB <b>Comments:</b> Home has strange layout, but has potential to be a great place. Views of Lake Huron from living room, dining room and kitchen. Personal Property; <b>Summer Tax Due:</b> \$554.02	3726 N CEDAR DR BLACK RIVER;	\$2450.30	
106	<b>Parcel ID:</b> 092-200-000-002-00; <b>Legal Description:</b> T25N R8E SEC 24 LOTS 2 & 3 GOLDEN SUNSET SUB <b>Comments:</b> Semi wooded parcel with grade that is lower than road. <b>Summer Tax Due:</b> \$62.30	S F-41 MIKADO;	\$683.96	

107	<p><b>Parcel ID:</b> 102-240-000-007-00; <b>Legal Description:</b> T26N R6E SEC 32 LOT 7 SUPERVISORS SUB ANN ARBOR LANE <b>Comments:</b> Cute little fixer upper. Just needs cleaned up and minor repairs and it will be a perfect little cottage. Most of the work has been done. Personal Property;</p> <p><b>Summer Tax Due:</b> \$268.39</p>	5303 W ANN ARBOR TRAIL GLENNIE;	\$1297.67	
108	<p><b>Parcel ID:</b> 113-033-100-105-00; <b>Legal Description:</b> T27N R6E SEC 33 COM N86DEGW 1057.97 FT OF NE COR, S3DEGW 309.54 FT, S57DEGE 459.72 FT, S50DEGW 245.02 FT, N88DEGW 251 FT, S80DEGW 424.09 FT, N2DEGE 800.25 FT, S86DEGE 458.2 FT TO POB LAKEVIEW TRL SV 162/920 PARCEL "105" <b>Comments:</b> 7 plus wooded acres. Has a clean/path going into parcel. Slightly rolling terrain.</p> <p><b>Summer Tax Due:</b> \$109.78</p>	OFF LAKEVIEW CT BARTON CITY MI;	\$1646.55	
109	<p><b>This lot is a "bundle" comprised of 2 parcels</b></p> <p><i>(1 of 2)</i> <b>Parcel ID:</b> 120-100-003-001-00; <b>Legal Description:</b> T26N R9E SEC 12 ENT BLK 3 &amp; S 33 FT VAC MON ST &amp; N 33 FT VAC MAD ST ALL LYING W OF D&amp;M ROW, &amp; E OF US-23 ROW- BEING 345.75 FT ALG E ROW US-23 SV CITY OF HARRISVILLE <b>Comments:</b> Bundle of 2 Wooded parcels on North State Street (N US-23) in the city of Harrisville. Aprox 2.8 Acres Total Bundle;</p> <p><i>(2 of 2)</i> <b>Parcel ID:</b> 120-100-007-013-00; <b>Legal Description:</b> T26N R9E SEC 12 S1/2 VAC MAD ST &amp; N1/2 LOTS 14, 15, 16, 17 &amp; 18 BLK 7 LYING W OF W ROW D&amp;M &amp; E OF US-23 BEING 120 FT ALG E ROW US-23 SV CITY OF HARRISVILLE</p> <p><b>Summer Tax Due:</b> \$1,039.95</p>	<p>N US-23 HARRISVILLE;</p> <p>N US-23 HARRISVILLE;</p>	\$6138.56	

## Alcona (DNR)

Lot #	Lot Information	Address	Min. Bid	Sold For
99001	<p><b>Parcel ID:</b> 012-014-300-005 012-015-400-015; <b>Legal Description:</b> Section 14: SW 1/4 of the SW 1/4 ALSO Section 15: E 720 ft of the SE1/4 of the SE1/4 <b>Comments:</b> The subject property is zoned Forest Recreation and consists of vacant residential property north of the E Black River Road and La Vigne Road intersection. The subject is surrounded by rural private parcels about 1 mile west of Black River MI. The property is composed of flat relief and wet muck soils. Since the property is 60+ acres it does meet local zoning to build regulations which requires a 100' width and about 1/2 an acre of area. The wet soils may prohibit building on the parcel. Parcel is located only 1 mile from Lake Huron! Wetland Indicators; Dnr Aa;</p> <p><b>Summer Tax Due:</b> TBA</p>	E Black River Rd Black River MI 48721;	\$58000.00	
99002	<p><b>Parcel ID:</b> No Tax ID Assigned (C); <b>Legal Description:</b> N 16 1/2 feet of NE1/4 of the SE1/4 <b>Comments:</b> The subject property is zoned Forest Recreational and does not have road access (i.e. landlocked). Two private landowners own ~40-acre parcels on both sides of the property. The subject is located southeast of Hubbard Lake Trail about 5 miles southwest of the north end of Hubbard Lake MI. The property consists of a narrow strip (16.5 ft wide X 1/4 mile long) of rolling forested property. The parcel does not meet local zoning to build regulations due to its small size and width. The State of Michigan is retaining the mineral rights to the property. Dnr Aa; Dnr Min;</p> <p><b>Summer Tax Due:</b> TBA</p>	(Off) Hubbard Lake Trail Hubbard Lake MI 49747;	\$450.00	

# Alpena

Lot #	Lot Information	Address	Min. Bid	Sold For
300	<p><b>This lot is a "bundle" comprised of 3 parcels</b></p> <p>(1 of 3) <b>Parcel ID:</b> 013-022-000-830-04; <b>Legal Description:</b> T32N R8E SEC 22 COM AT SE SEC COR TH N 00D 15M 40S E 894.54 FT ALG E SEC LN TO POB TH N 89D 44M 20S W 231.52 FT TH N 59D 16M 21S W 209.00 FT TO ELY 60 FT R/W LN US 23 HWY TH N 33D 44M 40S E ALG LONG CHORD OF CURVE 388.00 FT TH S 88D 20M 13S E 197.70 FT TO E SEC LN TH S 00D 15M 40S W 424.68 FT ALG SD SEC LN TO POB PART OF SE 1/4 OF SE 1/4 <b>Comments:</b> 7 plus acres on US 23 and Long Lake road. Parcel is irregularly shaped. Wetland Indicators;</p> <p>(2 of 3) <b>Parcel ID:</b> 013-022-000-830-05; <b>Legal Description:</b> T32N R8E SEC 22 COM AT SE SEC COR TH N 00D 15M 40S E 464.03 FT ALG E SEC LN TO POB TH N 89D 44M 20S W 198.00 FT TH N 28D 51M 43S W 286.60 FT TH N 30D 43M 39S E 209.00 FT TH S 89D 44M 20S E 231.52 FT TO E SEC LN TH S 00D 15M 40S W 430.51 FT ALG SEC LN TO POB PART OF SE 1/4 OF SE 1/4</p> <p>(3 of 3) <b>Parcel ID:</b> 013-022-000-830-06; <b>Legal Description:</b> T32N R8E SEC 22 COM AT SE SEC COR TH N 00D 15M 40S E 464.03 FT ALG E SEC LN TH N 89D 44M 20S W 198.00 FT TO POB TH CONT N 89D 44M 20S W ALG SD LN 504.20 FT TO ELY LN US 23 HWY TH N 27D 38M 36S E ALG LONG CHORD OF CURVE 401.39 FT TH S 59D 16M 21S E 209.00 FT TH S 28D 51M 43S E 286.60 FT TO POB PART OF SE 1/4 OF SE 1/4 <b>Summer Tax Due:</b> \$112.93</p>	<p>US 23 N ALPENNA;  7104 LONG LAKE RD ALPENNA;  US 23 N ALPENNA;</p>	\$2198.36	
303	<p><b>Parcel ID:</b> 014-016-000-300-07; <b>Legal Description:</b> T31N R9E SEC 16 COM AT W 1/4 COR OF SEC TH N 00D 06M 53S ED 1327.35 FT ALG W SEC LN TO POB TH CONT N 00D 05M 24S E 663.44 FT TH S 89D 38M 16S E 1323.15 FT TO E LN OF NW 1/4 OF NW 1/4 TH S 00D 05M 13S W 664.24 FT ALG SD E LN TO S LN OF N 1/2 OF NW 1/4 TH N 89D 36M 12S W 1323.19 FT ALG SD S LN TO POB PART OF S 1/2 OF NW 1/4 PARCEL G WITH 33 FT ESMT &amp; 66 FT ESMT <b>Comments:</b> ~20.18 Acres in Alpena. This property sits on a private road that may be closed off by a gate. The aerial pictures indicate some sort of trailer or other structures may be present on the land. We did not get to investigate this one in person, so please do your research prior to bidding. Easement Or Access Across; <b>Summer Tax Due:</b> \$129.86</p>	<p>NORTH POINT RD ESMT ALPENNA;</p>	\$1989.49	
304	<p><b>Parcel ID:</b> 025-050-000-009-00; <b>Legal Description:</b> GREENWOOD SUB LOT NO 9 <b>Comments:</b> Small semi wooded Parcel on Fishing Site Rd. Grade is slightly lower than road. <b>Summer Tax Due:</b> \$78.31</p>	<p>FISHING SITE RD HILLMAN;</p>	\$697.06	
305	<p><b>This lot is a "bundle" comprised of 4 parcels</b></p> <p>(1 of 4) <b>Parcel ID:</b> 043-105-000-355-00; <b>Legal Description:</b> THUNDER BAY VILLAGE SUB NO 3 LOT NO 355, 356 &amp; 357 <b>Comments:</b> Bundle of 4 Parcels, not all 4 parcels are adjacent ~1.47 Acres in Alpena. These are in Thunder Bay Village POA, possible Association Fees, please investigate. Association Fees;</p> <p>(2 of 4) <b>Parcel ID:</b> 043-105-000-427-00; <b>Legal Description:</b> THUNDER BAY VILLAGE SUB NO 3 LOT NO 427</p> <p>(3 of 4) <b>Parcel ID:</b> 043-105-000-428-00; <b>Legal Description:</b> THUNDER BAY VILLAGE SUB NO 3 LOT NO 428 &amp; 429</p> <p>(4 of 4) <b>Parcel ID:</b> 043-105-000-437-00; <b>Legal Description:</b> THUNDER BAY VILLAGE SUB NO 3 LOT NO 437 <b>Summer Tax Due:</b> \$43.87</p>	<p>111 KEMNITZ RD ALPENNA;  127 CUSTER RD ALPENNA;  131 CUSTER RD ALPENNA;  151 CUSTER RD ALPENNA;</p>	\$1996.70	
309	<p><b>Parcel ID:</b> 054-070-000-122-00; <b>Legal Description:</b> NINE PINES RETREAT SUB LOT NO 121 <b>Comments:</b> We did not inspect this home, occupied. Occupied; Dnvi; <b>Summer Tax Due:</b> \$120.70</p>	<p>7412 W HUBERT RD HUBBARD LAKE;</p>	\$1617.56	

310	<b>Parcel ID:</b> 092-127-000-061-00; <b>Legal Description:</b> 203 W. LAKE ST. SWLY 90 FT OF LOT 1 BLK 90 GEO N FLETCHERS 3RD ADD TO THE CITY <b>Comments:</b> Nice brick historic home in the City of Alpena. Outside is in good shape. Inside needs work. But with some TLC this would be a very nice house. <b>Summer Tax Due:</b> \$1,454.02	203 W LAKE ST ALPENA;	\$24287.02	
311	<b>Parcel ID:</b> 092-257-000-025-00; <b>Legal Description:</b> 125 W. ALFRED ST. COM AT A PT ON LINE OF ALFRED ST 66 FT SELY FROM MOST WLY COR OF LOT 1 BLK 2; TH SELY ON LINE OF ALFRED ST 66 FT; TH AT RT ANG NELY 70 FT; TH AT RT ANG NWLY 66 FT; TH AT RT ANG SWLY 70 FT TO THE POB BEING PART OF LOT 1 BLK 2 PACKS ADD TO THE CITY & PART OF LOT 8 BLK 4 BOSLEYS ADD TO THE CITY <b>Comments:</b> Three bedroom home in the City of Alpena on Alfred St. Needs some TLC and a kitchen. Bedrooms up stairs are smaller. <b>Summer Tax Due:</b> \$589.89	125 W ALFRED ST ALPENA;	\$7267.89	
312	<b>Parcel ID:</b> 092-307-000-214-00; <b>Legal Description:</b> 1013 N. SECOND AVE. COM ON THE NELY LINE OF ALLEY IN BLK 1 OF PACKS ADD; TH NELY PAR WITH N 2ND AVE 60 FT TO THE E LINE OF SD PACKS ADD; TH SELY PAR TO SD ALLEY LINE 39 FT M OR L TO THE S LINE OF BOSLEYS ADD; TH W ON S LINE OF BOSLEYS ADD 39 FT M OR L TO THE SW COR OF SD BOSLEYS ADD; TH W ON S LINE OF PACKS ADD 34 FT M OR L TO SD ALLEY; TH NWLY ON SD ALLEY 14 FT TO THE POB BEING PART OF LOT 1 BLK 1 OF PACKS ADD TO THE CITY & PART OF LOT 1 BLK 3 BOSLEYS ADD & ALSO THE SWLY 60 FT OF LOT 1 BLK 7 OF WADES ADD TO THE CITY <b>Comments:</b> This house was occupied at the time we were performing our visits, but has since been vacated. Please see photos for interior images. <b>Summer Tax Due:</b> \$699.31	1013 N SECOND AVE ALPENA;	\$7744.26	
313	<b>Parcel ID:</b> 093-627-000-241-00; <b>Legal Description:</b> 607 S. EIGHTH AVE. LOT 2, EXC SWLY 39.2 FT OF LOT 2, BLK 9 TUTTLES ADD TO THE CITY <b>Comments:</b> Nice 3 bedroom home in the city of Alpena! Needs some small minor repairs and your own touches. Could be move in ready with just some cleaning up. Personal Property; <b>Summer Tax Due:</b> \$838.34	607 S EIGHTH AVE ALPENA;	\$4016.42	

## Alpena (DNR)

Lot #	Lot Information	Address	Min. Bid	Sold For
99003	<p><b>Parcel ID:</b> 011-031-000-051-00; <b>Legal Description:</b> SE1/4 of the NW1/4</p> <p><b>Comments:</b> The subject property is zoned Conservation District and consists of vacant residential property on Spruce Road south of the Precour Road intersection. The subject is surrounded by rural private parcels about 10 miles southwest of Alpena, MI. Spruce Road cuts through the center of the subject, which has almost 1,500 front foot of frontage on the paved county road. The State of MI intends to retain the mineral rights to the subject. Dnr Aa; Dnr Min;</p> <p><b>Summer Tax Due:</b> TBA</p>	Spruce Road Ossineke MI 49766;	\$49400.00	
99004	<p><b>Parcel ID:</b> 022-029-000-821-00; <b>Legal Description:</b> SE1/4 of the SE1/4</p> <p><b>Comments:</b> The subject property is zoned Residential Vacant and consists of vacant residential property on Paul Road west of the Paul Road curve (toward the north). The subject is surrounded by rural private parcels about 4 miles east of Hillman MI. Jewett Creek cuts diagonally through the center of the subject which has almost 1600 front foot along the creek. Presque Isle Electric &amp; Gas Cooperative has an easement running parallel with Paul Road on the eastern border of the subject. Lastly the State of MI intends to retain the mineral rights to the subject. Approx. 40 Acres. Dnr Aa; Dnr Min;</p> <p><b>Summer Tax Due:</b> TBA</p>	Paul Road Hillman MI 49746;	\$44400.00	
99005	<p><b>Parcel ID:</b> 031-003-000-501-00 031-010-000-001-00; <b>Legal Description:</b> Section 3: Govt Lot 4 AND Section 10: Govt Lot 1</p> <p><b>Comments:</b> The subject property is zoned Residential Vacant and consists of vacant residential property near Standen Road. The subject is surrounded by rural private parcels about 4 miles northeast of Lachine MI. The north/northeastern boundary of the subject is the Thunder Bay River, which has a total of about 4,400 front feet along the river. There is a two-track entering the subject from the south to Standen Road. It is unknown if this two-track is considered legal road access. The subject can legally be accessed via the Thunder Bay River. Dnr Aa;</p> <p><b>Summer Tax Due:</b> TBA</p>	(Off) Standen Road Lachine MI 49753;	\$142000.00	
99006	<p><b>Parcel ID:</b> 061-024-000-030-00; <b>Legal Description:</b> S1/2 of the NE1/4</p> <p><b>Comments:</b> The subject property is zoned Forest Recreation and consists of vacant residential property on Sampson Road south of the Nicholson Hill Road intersection. The subject is surrounded by rural private parcels about 1.5 miles east of Ossineke MI. Sampson Road cuts through the center of the subject which has almost 2200 front feet of frontage on the gravel road. The State of MI intends to retain the mineral rights to the subject. Parcel appears wet in areas. Approx. 80 Acres. Dnr Aa; Dnr Min;</p> <p><b>Summer Tax Due:</b> TBA</p>	Sampson Road Ossineke MI 49766;	\$78000.00	
99007	<p><b>Parcel ID:</b> 082-013-000-040-00; <b>Legal Description:</b> Commencing 39 1/2 rods W of SE Corner of SE1/4 of the NE1/4 thence at right angles N 356 1/4 feet thence at right angles W 66 feet thence at right angles S 356 1/4 feet thence at right angles E 66 feet to point of beginning. Part of NE1/4</p> <p><b>Comments:</b> The subject property is zoned Farm and Forest and consists of vacant residential property near Werth Road located northwest of the Spruce Road intersection. The subject is landlocked and surrounded by rural private parcels about 7 miles southwest of Alpena MI. Approx. 0.53 Acres</p> <p>Dnr Aa;</p> <p><b>Summer Tax Due:</b> TBA</p>	(Off) Werth Road Alpena MI 49707;	\$300.00	



99008	<p><b>Parcel ID:</b> 083-023-000-010-03 Part of 083-023-000-010-04; <b>Legal Description:</b> W 3/4 of the N 1/2 of the NE 1/4 ALSO the SE 1/4 of the NE 1/4 less that part described as: Commencing at the 1/4 post on the East side of said Section 23; thence North along the section line 550 feet to the POB; thence at right angles Westerly 200 feet; thence Northwesterly to the Northwest corner of the NE 1/4 of the SE 1/4 of the NE 1/4 of said Section 23; thence Easterly along 1/8 line to the NE corner of the SE 1/4 of the NE 1/4 of said Section 23; thence Southerly along the section line to the POB ALSO The East 100 feet of the NE 1/4 of the SE 1/4 Section 23 lying North and East of Highway M-32. Subject to any part thereof that may be used for road right of way purposes. LESS all railroad switches sidetracks spur tracks and rights of way located upon or appurtenant to subject premises. EXCEPTING THE FOLLOWING: All that portion of the Detroit and Mackinac Railroad Company's railroad right-of-way being 100 feet in width described as beginning at a point on the E line of Section 23 T31N R6E extending in a W'y direction and traversing Section 23 T31N R6E <b>Comments:</b> The subject property is zoned R2 - Agricultural and consists of vacant residential property on the north side of M-32 west of the Kaiser/Harrison Road intersection. The subject is surrounded by rural private parcels about 11 miles west of Alpena MI. The subject has flat to sloping forested land and is predominantly dry (sandy-loam soils; NW part of the property does have muck soils). The property does meet local zoning to build regulations. The State of MI intends to retain the mineral rights to the subject. In addition the State of MI plans on retaining the adjacent property to the south along M-32 as a future park &amp; ride site (part of this adjacent land will start to be clear cut in 2023-24). Lastly the DNR will be retaining an easement for ingress/egress for the public along the gravel road going through the property. This will provide access to private parcels located to the north and east. Approx. 94.7 Acres. (will be 083-DNR-023-010-06 on 7/1/2023) Dnr Aa;</p> <p><b>Summer Tax Due:</b> TBA</p>	M-32 W Herron MI 49744;	\$78000.00	
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## Montmorency

Lot #	Lot Information	Address	Min. Bid	Sold For
4700	<b>Parcel ID:</b> 001-425-000-042-00; <b>Legal Description:</b> T29N R1E SEC 28 LOT 42 KUHNES SUB <b>Comments:</b> Nice corner wooded parcel on corner of Cobb and Fleming rd. Near Twin Lakes. Grade is slightly higher than road. Buildable. <b>Summer Tax Due:</b> \$62.08	COBB LN LEWISTON MI;	\$624.57	
4703	<b>Parcel ID:</b> 004-120-000-065-02; <b>Legal Description:</b> T31N R4E SEC 20 COM 500 FT E OF S 1/4 COR AS POB TH N 400 FT, E 400FT, S 400 FT, W 400 FT TO POB PART OF SW 1/4 OF SE 1/4 ESMTS OF REC. <b>Comments:</b> Older mobile home that has addons. The mobile itself is in decent shape the three addons on are in ruff shape and open to elements. Garage is in pretty good shape for age Dangerous Building; Mobile Home; <b>Summer Tax Due:</b> \$139.69	PLEASANT VALLEY RD HILLMAN;	\$1090.13	
4704	<b>Parcel ID:</b> 006-329-000-080-00; <b>Legal Description:</b> T32N R4E SEC 29 COM AT NE C TO POB TH CONT S 200 FT TH CN LN OF CO RD 459 TH N 7 DEG E 593.31 FT TO POB PARCEL 4 <b>Comments:</b> Nice home! It looks like Grandma is gone and the place was left. Could use updating on inside and your touches. No major work seems to be needed. Has three out buildings, Wood shed, living quarters and garage. <b>Summer Tax Due:</b> \$1,421.82	20931 N CO RD 459 HILLMAN;	\$5160.58	
4705	<b>Parcel ID:</b> 006-620-000-047-00; <b>Legal Description:</b> T32N R2E SEC 8 LOT 47 GENEVA PARK <b>Comments:</b> Vacant Lot in Atlanta. Canada Creek Ranch is a private 13,500 acre, four season club with an emphasis on outdoor sports such as hunting and fishing. ATVs, quads, dirt bikes, street bikes and gas powered boat motors are NOT permitted. There are 3001 lots in the association, and almost 600 dwellings. CONSTRUCTION HERE REQUIRES TWO ADJACENT LOTS, this sale is for ONE lot. Many people purchase single lots simply for access to the amenities. Please see the website at <a href="http://www.canadacreekranch.com">http://www.canadacreekranch.com</a> and check out the various By-laws, Rules and Fees associated with owning a parcel here. YOU MUST APPLY FOR MEMBERSHIP WITHIN 90 DAYS OF PURCHASE. Annual fees are about \$950. There is a one-time Entrance Fee fee of \$1,800, Application Fee of \$100.00, and possibly other fees depending on circumstances. Failure to make proper application and pay necessary fees will result in liens against your parcel and potential foreclosure. This parcel is subject to RESTRICTIONS, BY-LAWS and ASSOCIATION FEES which are assessed to cover maintenance and other costs associated with the development in which the parcel is located. Interested parties should verify the existence and extent of association fees and costs prior to bidding. The Canada Creek Ranch Administration Office can be contacted at (989) 785 - 4201. Association Fees; <b>Summer Tax Due:</b> \$19.25	PORCUPINE TRAIL ATLANTA;	\$498.68	
4706	<b>Parcel ID:</b> 007-122-000-060-00; <b>Legal Description:</b> T30N R4E SEC 22 COM 8 RDS E OF NW COR OF NE 1/4 OF NW 1/4 TH S 80 RDS, E 16 RDS N 80 RDS, W 16 RDS TO POB <b>Comments:</b> High rolling land crossed by power line easement. 8 plus acres. Has home with attached garage that is an unsafe building. Nice piece of land. Did not view interior of house. Dangerous Building; Dnvi; <b>Summer Tax Due:</b> \$608.72	22295 COHOON RD HILLMAN;	\$2406.08	
4708	<b>Parcel ID:</b> 007-116-000-120-00; <b>Legal Description:</b> T30N R4E SEC 16 BEG 2 RD N & 38 RD E OF SW COR OF SE 1/4 OF SE 1/4 AS POB TH E 4 RD N 8 RD W 4 RD TH S 8 RD TO POB. <b>Comments:</b> Small vacant wooded lot. Grade is lower than road. <b>Summer Tax Due:</b> TBA		\$288.99	
4709	<b>Parcel ID:</b> 002-003-000-170-00; <b>Legal Description:</b> T30N R3E SEC 3 E 1/2 OF SE 1/4 OF SW 1/4 LESS N 79 FT OF E 207 FT ALSO LESS COM AT 1/4 COR TH N 1034 FT TO POB TH W 207 FT N 207 FT E 207 FT TH S 207 FT TO POB ALSO LESS S 343 FT OF N 629 FT OF E 190.5 FT OF SE 1/4 OF SW 1/4 <b>Comments:</b> Cute smaller house that is in need of some fixing up. Inside and outside could use some work. Nice larger yard, 17 Acres! <b>Summer Tax Due:</b> \$1,066.42	12040 HALL RD ATLANTA;	\$17258.54	

## Oscoda

Lot #	Lot Information	Address	Min. Bid	Sold For
5401	<b>Parcel ID:</b> 004-027-011-20; <b>Legal Description:</b> T27N R2E SEC 27 - LD IN NE 1/4 OF NE 1/4 OF NW 1/4, EXC W 222' OF E 420' OF N 264'. AND EXC LAND BEG 2648.46' W OF N 1/4 COR OF SEC AS POB, TH S 658.04', TH W420', TH N 408' TO A PT 264' S OF N LINE OF SEC, TH E 222', TH N 264', TH E 198' TO POB. <b>Comments:</b> Home is occupied. Looks like it needs some work! Approx 3.64 acres. Occupied; Drnvi; <b>Summer Tax Due:</b> \$487.35	1351 W KNEELAND ROAD MIO;	\$3134.97	
5402	<b>Parcel ID:</b> 004-030-005-10; <b>Legal Description:</b> T27N R2E SEC 30 - N 175' OF W 200' OF NW 1/4 OF NW 1/4. 0.9 A. <b>Comments:</b> Older mobile home, looks to be used as a hunting camp! Could use some help to get cleaned up and minors things fixed. Did not view interior. Mobile Home; Drnvi; <b>Summer Tax Due:</b> \$207.77	992 TOWNLIN ROAD MIO;	\$1036.29	
5403	<b>Parcel ID:</b> 004-033-002-55; <b>Legal Description:</b> T27N R2E SEC 33 - E 270' OF S 485' OF W 1/2 OF SW 1/4 OF NE 1/4. 3A. M/L. <b>Comments:</b> Please Note: When we visited this property, it was unoccupied. We are told that there is now barbed wire and newly placed signs on the property warning of traps set on the land. We cannot verify this information, but please use caution if investigating this property in person. House is older and in need of repairs. Walk out basement and half upstairs. Nice deck and three seasons. Three seasons room was added on. Two story garage is fairly newer, unfinished. Has leak on ones side near foundation. Drive to get to parcel is privately owned and has no dedeed access to land. There is area where the road was supposed to go in. 3 Acres in total. Personal Property; Roof Issues; <b>Summer Tax Due:</b> \$703.58	1739 W KITTLE ROAD MIO;	\$2517.52	
5404	<b>Parcel ID:</b> 004-725-029-00; <b>Legal Description:</b> T28N R2E SEC 13 - ALTA'S SUBD. LOT 29. <b>Comments:</b> Vacant Lot in Comins <b>Summer Tax Due:</b> \$29.44	OFF OAK LAKE RD LEWISTON MI;	\$715.57	
5405	<b>Parcel ID:</b> 005-650-030-00; <b>Legal Description:</b> T28N R1E SEC 12 - WOODRIDGE ESTATES LOT 30. <b>Comments:</b> Vacant Lot in Lewiston <b>Summer Tax Due:</b> \$49.08	3185 PINERIDGE DRIVE LEWISTON;	\$582.92	
5406	<b>Parcel ID:</b> 005-781-046-00; <b>Legal Description:</b> T28N R1E SEC 23 - GARLAND NORTH ESTATES II, LOT 46. <b>Comments:</b> Vacant Lot in Lewiston <b>Summer Tax Due:</b> \$170.69	OFF SWAMPFIRE LN LEWISTON MI;	\$916.31	
5407	<b>Parcel ID:</b> 005-788-116-00; <b>Legal Description:</b> T28N R1E SEC 16 - UNIT 116 OF GARLAND WOODS ON THE FOUNTAINS GOLF COURSE IV. <b>Comments:</b> Vacant Lot in Lewiston <b>Summer Tax Due:</b> \$92.87	533 RED PINE COURT LEWISTON;	\$781.88	
5408	<b>Parcel ID:</b> 005-788-146-00; <b>Legal Description:</b> T28N R1E SEC 16 - UNIT 146 OF GARLAND WOODS ON THE FOUNTAINS GOLF COURSE IV. <b>Comments:</b> Vacant Lot in Lewiston <b>Summer Tax Due:</b> \$85.44	185 FIELDSTONE DRIVE LEWISTON;	\$748.06	
5409	<b>Parcel ID:</b> 006-307-007-50; <b>Legal Description:</b> T26N R3E SEC 7 - LAND IN N 1/2 OF N 1/2 OF S 1/2 OF NE 1/4 OF SW 1/4 TH 200' E OF SW COR, TH N 142.5', TH E 100' TO POB, TH S 60', TH E 20', TH N 32', TH NW'LYTO POB. .02 A M/L. <b>Comments:</b> Vacant side yard lot next to a home in Mio. The occupants of the home appear to be actively using this as their yard. <b>Summer Tax Due:</b> TBA	JASON WRIGHT ST MIO MI;	\$378.25	



# 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. <b>PIN.</b> 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. <b>Transfers</b> 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.