

Public Land Auction

Allegan, Ionia, Kent, Ottawa

August 29th, 2023

Allegan, Allegan (Dnr), Ionia, Kent, Kent (Dnr), and Ottawa Counties



Location:

Online
www.tax-sale.info

Time:

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

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





Follow us on Facebook for the latest updates:
www.facebook.com/taxsaleinfo

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

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).*

2023 AUCTION SCHEDULE

All Auctions are ONLINE ONLY

Schedule is subject to change – Please see www.tax-sale.info for the latest information

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

Barry, Kalamazoo, Saint Joseph	Branch, Calhoun	Berrien, Cass, Van Buren
8/1/2023	8/2/2023	8/3/2023
Clare, Lake*, Osceola	Isabella, Gratiot, Mecosta, Montcalm*	Clinton, Livingston, Shiawassee
8/4/2023	8/10/2023	8/11/2023
Eastern Upper Peninsula <small>(Alger*, Chippewa*, Delta, Luce, Mackinac (DNR Only), Schoolcraft)</small>	Western Upper Peninsula <small>(Baraga, Dickinson*, Gogebic, Houghton, Iron, Keweenaw, Marquette, Menominee, Ontonagon)</small>	Antrim, Charlevoix, Otsego
8/15/2023	8/16/2023	8/17/2023
Crawford, Kalkaska, Missaukee, Roscommon	Alcona, Alpena, Montmorency, Oscoda*	Cheboygan, Emmet, Presque Isle*
8/18/2023	8/22/2023	8/23/2023
Mason, Muskegon, Oceana	Benzie, Manistee, Wexford, Grand Traverse, Leelanau	Allegan*, Ionia, Kent*, Ottawa
8/24/2023	8/25/2023	8/29/2023
Monroe	Oakland	Hillsdale, Jackson
8/30/2023	8/31/2023	9/5/2023
Bay, Gladwin, Tuscola, Midland (DNR Only)	Arenac, Iosco*, Ogemaw	Lapeer, Saint Clair, Sanilac
9/6/2023	9/7/2023	9/8/2023
Saginaw	Genesee	Minimum Bid Re-Offer Auction
9/12/2023	9/13/2023	9/29/2023

No Reserve Auction

10/30/2023

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.

- Allegan
- Ionia
- Kent
- Ottawa

Rules and Regulations

1. Registration

You must create an online user account at 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. 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 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-liable purchaser may be required to provide access to the liable party to conduct response activities at the property in the future. Section 20116 of the NREPA requires that a person who has knowledge that their property is contaminated provide a written notice to the purchaser or other person to whom the property is transferred which discloses the general nature and extent of the release. Additional disclosure obligations may also apply at the time the property, or an interest in the property, is transferred. Accordingly, the Foreclosing Governmental Unit recommends that a person who is interested in acquiring property at this auction contact an attorney or an environmental consultant for advice prior to the acquisition of any property that may be contaminated.

10. Deeds

A. Deed Execution and Delivery

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

B. Restrictive Covenants

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

11. Property Taxes & Other Fees

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

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

12. Other

A. Personal Property

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

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

B. Mineral Rights

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

C. Applicability of These Rules and Regulations

All sales are subject to these Rules and Regulations. Furthermore, additional terms and conditions which apply to one or more specific auction lots may be printed in the auction sale booklets and/or online at www.tax-sale.info ("**Additional Terms**"). If such Additional Terms apply, they will be listed 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:

- Allegan (DNR)
- Kent (DNR)

Michigan DNR Land Sales Rules and Regulations

1. Registration

You must create an online user account at 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. 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 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 ("**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.

Allegan

Lot #	Lot Information	Address	Min. Bid	Sold For
6900	<p>Parcel ID: 02-007-024-00; Legal Description: N 1/2 SW 1/4 SW 1/4 ALSO S 50' OF W 660' NW 1/4 SW 1/4 EX N 271.90' OF S 421.90' OF W 480.62' N 1/2 SW 1/4 SW 1/4 ALSO EX COM 1350' S OF W 1/4 PST TH S 189.8' TH E 90' TH S 25.90' TH E 390.62' TH N 219.6' TH W 480.57' TO POB ALSO EX COM 653.90' N OF SW COR OF SEC TH N 150' TH E 480.62' TH N 465.60' TH E 138.43' TH S 60.69' TH E 812.24' TH S 555.95' TH W 1426.85' TO POB SEC 7 T1N R16W Comments: This vacant lot is approximately 0.92 acres of land. Not able to find road access to the property. It appears to be landlocked. It is possible there may be an easement but it is not in the legal description. We can not guarantee access to the property. Please do your homework before bidding on this property. Sits in between farmland and a house. This would be a good purchase for one of the adjacent land owners that already have access to the property. Residential land use code 402. In the South Haven Public School District. Electric and phone are in the area. Roads - None Known (Possibly Landlocked);</p> <p>Summer Tax Due: \$110.27</p>	BLUE STAR HWY SOUTH HAVEN;	\$2100.00	
6901	<p>Parcel ID: 02-126-005-00; Legal Description: LOT 5 BLK 26 BLACK RIVER PARK 1 SEC 34 T1N R16W. Comments: This vacant lot is approximately 0.07 acres of land. Wooded lot with thick vegetation throughout. Ground looks mostly level. There was a damaged electric box near the roadside. Located in the South Haven Public School District. Residential land use code 402. Please contact the local government unit to get more information about building before making any bids on this property. Unbuildable Lands / Too Small;</p> <p>Summer Tax Due: \$7.75</p>	SOUTH HAVEN;	\$800.00	
6902	<p>Parcel ID: 02-323-035-00; Legal Description: LOTS 35 & 36 BLK 23 MIAMI PARK 1 SEC 18 T1N R16W. Comments: This vacant lot is approximately 0.14 acres of land. Partially wooded lot that sits between two homes. There are sections of the lot that are open and have recently been mowed. Some young and older trees. Property stakes were found on the West corners of the lot. Nice spot to build. Would be a good place for an extra storage garage if you live in the area. Located in the South Haven Public School District. Residential land use code 402. Please contact the local government unit to get more information about building before placing any bids on this property.</p> <p>Summer Tax Due: \$67.66</p>	SOUTH HAVEN;	\$1400.00	
6903	<p>Parcel ID: 03-021-001-03; Legal Description: BEG AT SE COR LOT 31 LE-OAK SPRINGS SUB TH S 110' TH W 120' TH N 110' TH E TO POB SEC 21 T1N R14W Comments: This vacant lot is approximately 0.32 acres of land. There does not appear to be any road frontage for this property. There was a grass drive that leads to the property but this is most likely a private land. It's possible there is be an easement but it is not in the legal description. We can not guarantee there is legal access to the property. Please do your homework before bidding on this property. An an old wood shed still sits on the land and an old "arrow sign" for road construction parked on the lot. The shed is in fair shape but it is showing its age. There was a wooden deck near the North border of the property. Difficult to determine if its on the property. Pile of debris in the middle of the lot. Nothing to difficult to clean out. Level flat ground throughout. Thick vegetation and trees. There is new construction adjacent to this property. Would be a good purchase for one of the surrounding land owners that already have access to the lot. Close to Swan Lake. Residential land use code 402. In the Allegan Public School District. Please contact the local government unit to get more information about building before making any bids on this property. Personal Property; Roads - None Known (Possibly Landlocked);</p> <p>Summer Tax Due: \$38.11</p>	;	\$1300.00	
6904	<p>Parcel ID: 05-016-042-61; Legal Description: THAT PORTION OF COOKE POND LYING ALG ELY LINE OF COOKE FARM ESTATES #2 EX THAT PORTION LYING WLY OF FOLLOWING DESC LINE: COM AT E 1/4 PST TH W 1363' TO POB TH S 362' TH S 52 DEG 25' 29 W 168.18' TH S 402.15' TO POE SEC 16 T4N R12W. Comments: This vacant lot is approximately 0.13 acres of land. Not able to find road access to the property. It appears to be landlocked. It's possible there may be an easement but it is not in the legal description. We can not guarantee access to the property. Sits behind houses along Railside Drive. This is a small section of Cooke pond. The land is underwater. You would not be able to build anything on this property. Please do your homework before bidding on this property. Residential land use code 402. In the South Haven Public School District. Gas, electric, and phone are in the area. Wetland Indicators; Unbuildable Lands / Too Small; Roads - None Known (Possibly Landlocked);</p> <p>Summer Tax Due: \$5.52</p>	RAILSIDE DR DORR;	\$800.00	

6905	Parcel ID: 12-010-046-00; Legal Description: COM AT SE COR LOT 64 FOREST PARK TH E 100 FT TH S 180 FT TH W 100 FT TH N TO BEG SEC 10 T1N R15W. Comments: This vacant lot is approximately 0.42 acres of land. Unable to find road access to the property. It appears to have access issues. It's possible there is an easement to the property but it is not in the legal description. We can not guarantee access to the property. Assessor card states dirt road but I could not find it. Please do your homework before bidding on this property. Appears to be wooded from the aerial image. Sits East behind a house on 54th St. This would be a good purchase for one of the adjacent land owners that can guarantee access to the property. Residential land use code 401. In the Fennville Public School District. Electric and phone are in the area. Roads - None Known (Possibly Landlocked); Summer Tax Due: \$50.55		\$1600.00	
6906	Parcel ID: 12-019-034-20; Legal Description: E 220' OF S 360' OF SE 1/4 SEC 19 T1N R15W. Comments: This vacant lot is approximately 1.81 acres of land. Road access on both 104th Ave and 58th St. Nearly the entire property is wooded except for the East section which has powerlines running the length of the property. Level ground. Plenty of space for a nice new build. Quiet country area. Located in the Bloomingdale Public School District. Residential land use code 401. Please contact the local government unit to get more information about building before placing any bids on this property. Summer Tax Due: \$61.12	58TH ST;	\$1800.00	
6907	Parcel ID: 12-164-002-00; Legal Description: LOT 2 BLK 4 FAIRMOUNT PARK SEC 4 T1N R15W. Comments: This vacant lot is approximately 0.08 acres of land. It is located on an unimproved road that has not been developed. Was not able to gain access to the property but there is legal road frontage on a street named Balmonal Ave. Plat map is provided in the photos. Appears to be wooded. Residential land use code 401. In the Fennville Public School District. Electric and phone are in the area but are not established on this portion of unimproved road. Please contact the local government unit to get more information about building before placing any bids on this property. Roads - Platted Or Easement Known, But Unimproved; Unbuildable Lands / Too Small; Summer Tax Due: \$1.27	;	\$750.00	
6908	Parcel ID: 12-324-010-00; Legal Description: LOTS 10 & 11 BLK 24 LAKE VIEW PARK ADD SEC 3 T1N R15W. Comments: This vacant lot is approximately 0.14 acres of land. It is located on an unimproved road that has not been developed. Was not able to gain access to the property but there is legal road frontage on streets named Ellis Ave and Kirkwood Ave. Plat map is provided in the photos. It is unknown if there is an easement to this unbuild subdivision. Appears to be wooded. Residential land use code 401. In the Fennville Public School District. Electric and phone are in the area but are not established on this portion of unimproved road. Please contact the local government unit to get more information about building before placing any bids on this property. Roads - Platted Or Easement Known, But Unimproved; Summer Tax Due: \$2.59	;	\$750.00	
6909	Parcel ID: 12-361-019-00; Legal Description: LOTS 19 & 20 BLK 11 LAKE VIEW PARK SEC 2 T1N R15W Comments: This vacant lot is approximately 0.14 acres of land. It is located on an unimproved road that has not been developed. Was not able to gain access to the property but there is legal road frontage on a street named Leroy Drive in the Lake View Park Subdivision. Plat map is provided in the photos. Appears to be wooded. Residential land use code 401. In the Fennville Public School District. Electric and phone are in the area but are not established on this portion of unimproved road. Please contact the local government unit to get more information about building before placing any bids on this property. Roads - Platted Or Easement Known, But Unimproved; Summer Tax Due: \$2.59	;	\$750.00	
6910	Parcel ID: 12-365-006-00; Legal Description: LOT 6 BLK 15 LAKE VIEW PARK SEC 2 T1N R15W. Comments: This vacant lot is approximately 0.07 acres of land. It is located on an unimproved road that has not been developed. Was not able to gain access to the property but there is legal road frontage on a street named Francisco Ave in the Lake View Park Subdivision. Plat map is provided in the photos. Appears to be wooded. Residential land use code 401. In the Fennville Public School District. Electric and phone are in the area but are not established on this portion of unimproved road. Please contact the local government unit to get more information about building before placing any bids on this property. Roads - Platted Or Easement Known, But Unimproved; Unbuildable Lands / Too Small; Summer Tax Due: \$1.27	;	\$750.00	

6911	Parcel ID: 12-371-003-00; Legal Description: LOT 3 BLK 21 LAKE VIEW PARK SEC 2 T1N R15W. Comments: This vacant lot is approximately 0.07 acres of land. It is located on an unimproved road that has not been developed. Was not able to gain access to the property but there is legal road frontage on a street named Norton St in the Lake View Park Subdivision. Plat map is provided in the photos. Appears to be wooded. Residential land use code 401. In the Fennville Public School District. Electric and phone are in the area but are not established on this portion of unimproved road. Please contact the local government unit to get more information about building before placing any bids on this property. Adjacent to LOT#6912 which is South of this property. Roads - Platted Or Easement Known, But Unimproved; Unbuildable Lands / Too Small; Summer Tax Due: \$2.29	;	\$750.00	
6912	Parcel ID: 12-371-011-00; Legal Description: LOTS 11 & 12 BLK 21 LAKE VIEW PARK SEC 2 T1N R15W. Comments: This vacant lot is approximately 0.14 acres of land. It is located on an unimproved road that has not been developed. Was not able to gain access to the property but there is legal road frontage on a street named Albany Ave in the Lake View Park Subdivision. Plat map is provided in the photos. Appears to be wooded. Residential land use code 402. In the Fennville Public School District. Electric and phone are in the area but are not established on this portion of unimproved road. Please contact the local government unit to get more information about building before placing any bids on this property. Adjacent to LOT#6911 that is North of this property. Roads - Platted Or Easement Known, But Unimproved; Summer Tax Due: \$2.59	;	\$750.00	
6913	Parcel ID: 12-422-004-00; Legal Description: LOT 4 BLK 22 LOWER SCOTT LAKE SUBDIVISION 2 SEC 4 T1N R15W. Comments: This vacant lot is approximately 0.07 acres of land. There were multiple trailers parked on the property. The one nearest the road was occupied at the time of last visit. It is unknown if the other trailers farther East were occupied. Level ground. Sits in between a house and another trailer. A few large trees. There was electric on in the trailer but I did not see an electric meter. Residential land use code 401. In the Bloomingdale Public School District. Please contact the local government unit to get more information about building before placing any bids on this property. Mobile Home; Occupied; Personal Property; Summer Tax Due: \$1.27	;	\$700.00	
6914	Parcel ID: 16-033-019-01; Legal Description: BEG E 1/4 COR TH S TO C/L 125TH AVE TH W TO W SIDE OF PUBLIC DITCH TH NE'LY ALG SD DITCH TO POB SEC 33 T3N R13W Comments: This vacant lot is approximately 0.51 acres of land. Wooded lot with very thick vegetation throughout. Difficult to traverse through the property. Triangular shaped property. Ground slopes down from the road. Surrounded by farm land and forests. Residential land use code 401. In the Allegan Public School District. Please contact the local government unit to get more information about building before making any bids on this property. Terrain Challenged; Summer Tax Due: \$8.71	;	\$850.00	
6916	Parcel ID: 51-275-043-00; Legal Description: LOT 43 RIVERVIEW ADDITION. Comments: This vacant lot is approximately 0.03 acres of land. Wooded. The ground slopes down drastically as you enter the woods and heads down toward Allegan Lake. Across the street from a commercial building. The property looks like it would be too small to build anything and it would be very difficult with the terrain. Residential land use code 402. In the Allegan Public School District. Please contact the local government unit to get more information about building before making any bids on this property. Terrain Challenged; Unbuildable Lands / Too Small; Summer Tax Due: \$4.95	RIVERSIDE DR ALLEGAN;	\$700.00	

Allegan (DNR)

Lot #	Lot Information	Address	Min. Bid	Sold For
10003	Parcel ID: 04-028-001-10; Legal Description: E 110 ft of W 240 ft of N 396 ft E1/2 NE1/4 NE1/4 Comments: The subject property is in Clyde Township and is zoned R1-Rural Residential. The parcel has 110 foot of road frontage on the south side of 116th Avenue west of the 54th Street intersection in Fennville MI. According to Clyde Township building regulations properties are required to be at least 5 acres with a minimum lot width of 330 feet. The subject does not meet these restrictions and would likely require a township approved variance to have a permanent structure built onsite. The subject property is 1 acre with dimensions of 110 feet (east-west) X 396 feet (north-south). The area is predominantly flat and dry with loamy-sand soils. In the Fennville Public School District. Dnr Aa; Sev Not Accurate; Summer Tax Due: TBA		\$13500.00	
10004	Parcel ID: 11-120-140-00 Part of 11-120-134-00; Legal Description: Chicago Addition to Macatawa Park Lots 140 141 and N 10 ft of Lot 142 Comments: The subject property is in Laketown Township and is zoned R2 " Low Density Residential. The parcel has 100 foot of lake frontage and has legal road access on a non-constructed platted road. The property is located near Indianapolis Road in Holland MI. The subject is located on the beach and may be underwater (Lake Michigan) during highwater periods. The property is composed of 2 non-contiguous pieces separated by a 4-foot platted alley. Lots 140 and 141 cumulatively contain 0.2 acres (100' X 90') and have 90 front feet of frontage on Lake Michigan. The northern 10 ft. of Lot 142 contains 0.02 acres (100' X 10') and has 10 front feet of frontage. The area is flat and composed of a sandy beach in front of several private residential lake front or lake facing homes. While the property was being prepared for auction DNR noticed that Lots 39 134 and 135 within Chicago Addition to Macatawa Park have been vacated. Lots 134 and 135 still appear on the township tax-roll. Due to the recorded vacation(s) the State of MI is not including the lots in the sale listing. Aprox. 0.22 Acres Dnr Aa; Sev Not Accurate; Summer Tax Due: TBA		\$71000.00	
10005	Parcel ID: 12-201-015-00; Legal Description: Glenwood Park Subdivision Block 1 Lot 15 Comments: This Property is located NW of the 53rd Street and the 109th Street intersection. It is on a platted subdivision road but the road has not been constructed. Was not able to gain access to the property but there is legal road frontage on Uptown St in the Glenwood Park Subdivision. Plat map is provided in the photos. Appears to be wooded. Agricultural land use code 5. In the Fennville Public School District. Electric and phone are in the area but are not established on this portion of unimproved road. Approximately 0.06 acres. Dnr Aa; Sev Not Accurate; Summer Tax Due: TBA		\$300.00	
10006	Parcel ID: 12-202-003-00; Legal Description: Glenwood Park Subdivision Block 2 Lot 3 Comments: This Property is located NW of the 53rd Street and the 109th Street intersection. It is on a platted subdivision road but the road has not been constructed. Was not able to gain access to the property but there is legal road frontage on Uptown St in the Glenwood Park Subdivision. Plat map is provided in the photos. Appears to be wooded. Agricultural land use code 5. In the Fennville Public School District. Electric and phone are in the area but are not established on this portion of unimproved road. Approximately 0.06 acres. Dnr Aa; Sev Not Accurate; Summer Tax Due: TBA		\$300.00	
10007	Parcel ID: 12-205-003-00; Legal Description: Glenwood Park Subdivision Block 5 Lot 3 Comments: This Property is located NW of the 53rd Street and the 109th Street intersection. It is on a platted subdivision road but the road has not been constructed. Was not able to gain access to the property but there is legal road frontage on Covent St in the Glenwood Park Subdivision. Plat map is provided in the photos. Appears to be wooded. Commercial land use code 201. In the Fennville Public School District. Electric and phone are in the area but are not established on this portion of unimproved road. Approximately 0.06 acres. Dnr Aa; Sev Not Accurate; Summer Tax Due: TBA		\$300.00	
10008	Parcel ID: 12-206-005-00; Legal Description: Glenwood Park Subdivision Block 6 Lots 5 6 Comments: This Property is located NW of the 53rd Street and the 109th Street intersection. It is on a platted subdivision road but the road has not been constructed. Was not able to gain access to the property but there is legal road frontage on Clinton St in the Glenwood Park Subdivision. Plat map is provided in the photos. Appears to be wooded. Agricultural land use code 5. In the Fennville Public School District. Electric and phone are in the area but are not established on this portion of unimproved road. Approximately 0.13 acres. Dnr Aa; Sev Not Accurate; Summer Tax Due: TBA		\$450.00	

10009	Parcel ID: 12-207-001-00; Legal Description: Glenwood Park Subdivision Block 7 Lots 1 2 5 6 9 to 13 15 16 Comments: Property is located NW of the 53rd Street and the 109th Street intersection. 100' of road frontage along 53rd St. There is also legal road frontage on multiple platted subdivision roads that have not been constructed. Seville St to the South, Woodland Drive to the West and Ridge St to the North. Most of Block 7 is composed of two blight structures and an extensive amount of garbage from an adjacent private property owner. Buyers beware of Possible Contamination. Lots 1 2 15 and 16 are non-contiguous to the remainder of the property. Aprox. 0.75 Acres Dnr Aa; Sev Not Accurate; Summer Tax Due: TBA		\$2475.00	
10010	Parcel ID: 12-208-015-00 12-208-005-01; Legal Description: Glenwood Park Subdivision Block 8 Lots 5 6 15 16 Comments: Property is located NW of the 53rd Street and the 109th Street intersection. Legal road frontage on Ridge Rd and Seville St which are platted subdivision roads that have not been constructed. The property is split into 2 clusters of 2 lots each that are non-contiguous to each other. Lots 5 and 6 may have a structure or tank trespass from the adjacent private property to the east (i.e. 12-208-003-00: Victoria Smith 966 53RD ST. PULLMAN MI 49450) Aprox. 0.24 Acres. There appeared to be a tent and other personal items on the property and looks like it is being used. Dirt ground with multiple trees. Was able to access the property from Ridge St which is an unimproved dirt road that may be gated off by an adjacent land owner. Commercial land use code 201. In the Fennville Public School District. Dnr Aa; Encroachments; Sev Not Accurate; Personal Property; Summer Tax Due: TBA		\$900.00	
10011	Parcel ID: 12-210-001-02 12-210-015-00; Legal Description: Glenwood Park Subdivision Block 10 Lots 1 to 3 15 Comments: Property is located North of the 53rd Street and the 109th Street intersection. Frontage on the west side of 53rd Street. Lot 15 is non-contiguous to the remainder of the property. Land slopes up drastically from the road. Terrain challenged. Commercial land use code 2. In the Fennville Public School District. Aprox. 0.27 Acres Dnr Aa; Sev Not Accurate; Terrain Challenged; Summer Tax Due: TBA		\$900.00	
10012	Parcel ID: 12-212-001-01 12-212-006-00; Legal Description: Glenwood Park Subdivision Block 12 Lots 1 2 6 to 10 13 14 Comments: Property is located West of the 53rd Street and the 110th Street intersection. Located on the south side of 110th Ave. Lots 1 2 are non-contiguous to the remainder of the property. Lots 1 and 2 are located on a unimproved platted road that has not been constructed. Wood Land Drive and Cherry lane. Approximately 0.61 Acres. It's possible there are encroachment issues with a private property on 110th Ave. Partially wooded lot. Please do your homework before placing a bid. Agricultural land use code 5. In the Fennville Public School District. Dnr Aa; Encroachments; Sev Not Accurate; Summer Tax Due: TBA		\$2025.00	
10013	Parcel ID: 12-213-009-00 12-213-003-01; Legal Description: Glenwood Park Subdivision Block 13 Lots 3 to 6 9 Comments: The Property is located NW of the 53rd Street and the 109th Street intersection. It is on a platted subdivision road but the road has not been constructed. Was not able to gain access to the property but there is legal road frontage on Oak Drive and Margate St in the Glenwood Park Subdivision. Plat map is provided in the photos. Appears to be wooded. Lot 9 is non-contiguous to the remainder of the property. Commercial land use code 201. In the Fennville Public School District. Electric and phone are in the area but are not established on this portion of unimproved road. Approximately 0.34 acres. Dnr Aa; Sev Not Accurate; Summer Tax Due: TBA		\$1125.00	
10014	Parcel ID: 12-215-017-00 12-215-003-00 12-215-013-00; Legal Description: Glenwood Park Subdivision Block 15 Lots 3 4 13 14 17 18 Comments: The Property is located NW of the 53rd Street and the 109th Street intersection. It is on a platted subdivision road but the road has not been constructed. Was not able to gain access to the property but there is legal road frontage on Wood Land Drive and Pinewood St in the Glenwood Park Subdivision. Plat map is provided in the photos. Appears to be wooded. The property is split into 3 clusters of 2 lots each that are non-contiguous to each other. In the Fennville Public School District. Electric and phone are in the area but are not established on this portion of unimproved road. Commercial land use code 2. Approximately 0.41 acres. Dnr Aa; Sev Not Accurate; Summer Tax Due: TBA		\$1350.00	

10015	Parcel ID: 12-217-016-00; Legal Description: Glenwood Park Subdivision Block 17 Lot 16 Comments: The Property is located NW of the 53rd Street and the 109th Street intersection. It is on a platted subdivision road but the road has not been constructed. Was not able to gain access to the property but there is legal road frontage on Seville St in the Glenwood Park Subdivision. Plat map is provided in the photos. Appears to be wooded. In the Fennville Public School District. Electric and phone are in the area but are not established on this portion of unimproved road. Commercial land use code 201. Approximately 0.06 acres. Dnr Aa; Sev Not Accurate; Summer Tax Due: TBA		\$300.00	
10016	Parcel ID: 12-218-003-00; Legal Description: Glenwood Park Subdivision Block 18 Lots 3 4 5 Comments: The property is located NW of the 53rd Street and the 109th Street intersection. It is on a platted subdivision road but the road has not been constructed. Was not able to gain access to the property but there is legal road frontage on Covent St in the Glenwood Park Subdivision. Plat map is provided in the photos. Appears to be wooded. In the Fennville Public School District. Electric and phone are in the area but are not established on this portion of unimproved road. Agricultural land use code 5. Approximately 0.20 acres. Dnr Aa; Sev Not Accurate; Summer Tax Due: TBA		\$675.00	
10017	Parcel ID: 12-219-010-00; Legal Description: Glenwood Park Subdivision Block 19 Lots 10 11 Comments: The property is located NW of the 53rd Street and the 109th Street intersection. It is on a platted subdivision road but the road has not been constructed. Was not able to gain access to the property but there is legal road frontage on Oak Drive and Covent St in the Glenwood Park Subdivision. Plat map is provided in the photos. Appears to be wooded. In the Fennville Public School District. Electric and phone are in the area but are not established on this portion of unimproved road. Residential land use code 402. Please contact the local government unit to get more information about building before placing any bids on this property. Approximately 0.13 acres. Dnr Aa; Sev Not Accurate; Summer Tax Due: TBA		\$450.00	
10018	Parcel ID: 12-220-010-00 12-220-007-00 12-220-013-00; Legal Description: Glenwood Park Subdivision Block 20 Lots 7 10 11 13 Comments: The property is located NW of the 53rd Street and the 109th Street intersection. It is on a platted subdivision road but the road has not been constructed. Was not able to gain access to the property but there is legal road frontage on Oak Drive and Kewrper St and Serena St in the Glenwood Park Subdivision. Plat map is provided in the photos. Appears to be wooded. In the Fennville Public School District. Electric and phone are in the area but are not established on this portion of unimproved road. Residential land use code 402. Please contact the local government unit to get more information about building before placing any bids on this property. Lots 7 and 13 are non-contiguous to the remainder of the property. Approximately 0.27 acres. Dnr Aa; Sev Not Accurate; Summer Tax Due: TBA		\$900.00	
10019	Parcel ID: 12-222-008-00 12-222-016-00; Legal Description: Glenwood Park Subdivision Block 22 Lots 8 9 16 Comments: Property is located W of the 53rd Street and the 109th Street intersection. Frontage on the north side of 109th Ave. Lot 16 is non-contiguous to the remainder of the property. There is legal road frontage for lot 16 but it is on an unimproved road that was not constructed. Approximately 0.20 Acres. Both lots are wooded with thick vegetation throughout. Level ground. Parcel 12-222-008-00 has an agricultural land use code 5. Parcel 12-222-016-00 has a commercial land use code 201. In the Fennville Public School District. Dnr Aa; Sev Not Accurate; Summer Tax Due: TBA		\$675.00	
10020	Parcel ID: 22-160-099-00 22-160-132-00; Legal Description: Aspen Acres Subdivision Lots 99 132 Comments: The subject property is in Valley Township and is zoned R2 " Low Density Residential. The parcel has 100 foot of road frontage on both MacDougall Drive and 117th Avenue east of the 44th Street intersection near Allegan MI. According to Valley Township building regulations properties under this zoning are required to be at least 15000 sq feet (0.35 acres) with a minimum lot width of 100 feet. The subject does meet these restrictions and could be used as two building sites. The subject property is 0.91 acres with dimensions of 100 feet (east-west) X 400 feet (north-south). The area is moderately sloping with dry sandy soils. Aprox. 0.91 Acres Dnr Aa; Sev Not Accurate; Summer Tax Due: TBA		\$4800.00	

Ionia

Lot #	Lot Information	Address	Min. Bid	Sold For
3100	<p>Parcel ID: 051-010-000-020-02; Legal Description: COM 1867.72FT W OF E 1/4 COR OF SEC; TH W 125 FT, N 450 FT, E 125 FT, S 450 FT TO POB SEC 10-7-7 Comments: This mobile home has seen better days. Not much worth salvaging. The yard is a decent size and the garage may be worth saving. Animal damage and feces, holes in the roof, very very pungent mold, and mildew smells and trash galore! This one has it all! Lots of trash in the yard so get a dumpster. Road is paved and quiet, just a few houses around here all well kept. ~1.28 Acres. Animal Damaged; Sanitation Issues And Garbage; Roof Issues; Mold; Mobile Home; Personal Property;</p> <p>Summer Tax Due: \$417.57</p>	2366 DILDINE RD IONIA;	\$5005.59	
3101	<p>Parcel ID: 081-070-000-230-00; Legal Description: VILLAGE OF LYONS LOTS 207-210-219 BLK 10 HAWLEY, LYONS & ROCKAFELLOW ADD Comments: ~0.43 Acres with a mobile home located ~100' from the Grand River! Parcel has ~150' of frontage on S Higbee St and a depth of ~125'. 1995 mobile home is located on the property and is currently occupied, so we were unable to view the interior. Mobile home is ~924 sq ft, 2-bed/2-bath per information available from Lyons Twp. Dnvi; Personal Property; Occupied; Mobile Home;</p> <p>Summer Tax Due: \$4,046.33</p>	299 S HIGBEE ST LYONS;	\$9070.81	
3102	<p>Parcel ID: 401-100-000-240-00; Legal Description: CITY OF BELDING ELLIS ADD LOT 61 Comments: ~0.20 acre small lot approximately 135' x 65', vacant lot on the corner of Grove and Elizabeth in Belding. Vul - Vacant Urban Lot;</p> <p>Summer Tax Due: \$280.15</p>	708 GROVE ST BELDING;	\$1817.92	
3103	<p>Parcel ID: 401-250-000-215-00; Legal Description: CITY OF BELDING PT SE 1/4 SEC 10 T8N R8W COM COS TH N 89D 57' 57" E 1350.5 FT TO POB; TH S 27D 20' W 132 FT, TH W 132 FT, TH N 27D 20' E 132 FT, TH E 132 FT TO POB... Comments: ~0.34 acre small quadrilateral shaped lot 145' x 120', a few pine trees, and a stump and a connector telephone pole. Sits on the corner of a (what looks to be) private drive and Water St. Vul - Vacant Urban Lot;</p> <p>Summer Tax Due: \$612.25</p>	313 WATER ST BELDING;	\$3440.59	

Kent

Lot #	Lot Information	Address	Min. Bid	Sold For
3602	Parcel ID: 41-06-12-477-003; Legal Description: THAT PART OF N 460 FT OF E 330 FT OF S 1/2 SE 1/4 LYING SLY OF A LINE COM 745.91 FT N 00D 00M 18S W ALONG E SEC LINE FROM SE COR OF SEC TH N 55D 02M 42.5 S W 253.60 FT TH S 74D 56M 01S W 300.0 FT TO PT OF ENDING * SEC 12 T9N R11W 0.05 A. Unbuildable Lands / Too Small; Summer Tax Due: TBA	4778 14 MILE RD NE ROCKFORD;	\$807.85	
3605	Parcel ID: 41-09-02-426-009; Legal Description: N 2.5 FT OF S 530.5 FT OF THAT PART OF NE 1/4 SE 1/4 LYING E OF E LINE OF W 15 A. OF NE 1/4 SE 1/4 * SEC 2 T8N R12W 0.04 A. Comments: 2.5 x 825 strip of land between two rural residential parcels. Would be a good addon for adjacent properties. Unbuildable Lands / Too Small; Summer Tax Due: \$3.03	7835 ALPINE AVE NW SPARTA;	\$729.17	
3606	Parcel ID: 41-10-27-176-035; Legal Description: PART NW 1/4 COM ON N&S 1/4 LINE 321.1 FT N OF CEN OF SEC TH N 312.10 FT TO A PT 200 FT S OF NE COR OF S 50 A. OF NW 1/4 TH W 100 FT TH S 280.41 FT TO N LINE OF ROCKHILL DR TH SELY 82.2 FT ALONG SD N LINE TO NWLY LINE OF PLAINFIELD AVE TH NELY ALONG SD NWLY LINE 56.83 FT TO BEG * SEC 27 T8N R11W 0.77 A. Comments: Vacant Lot between high traffic Plainfield Avenue and a subdivision. Please consult with local unit as to available use. Adjacent to another Auction lot #3607. Summer Tax Due: \$531.28	4849 PLAINFIELD AVE NE GRAND RAPIDS;	\$5194.83	
3607	Parcel ID: 41-10-27-251-020; Legal Description: PART NE 1/4 COM AT INT OF N&S 1/4 LINE & NLY LINE OF PLAINFIELD AVE TH N ALONG N&S 1/4 LINE TO A PT 653.2 FT N FROM CEN OF SEC TH E 115 FT TH N 14.0 FT TH N 82D 29M 20S E 170.0 FT TH N 61D 57M 30S E 109.58 FT TH N 11D 00M E 40.0 FT TH N 78D 18M 10S W 98.65 FT TH W 176.3 FT TH N 221.06 FT TH S 76D 06M E 242.43 FT TH S 13D 54M W 25.0 FT TH S 76D 06M E 100.0 FT TH N 13D 54M E 25.0 FT TH S 76D 06M E 100.0 FT TH S 18D 03M E 48.1 FT TH S 43D 24M E 90.87 FT TO NLY LINE OF SD AVE TH SWLY TO BEG * SEC 27 T8N R11W 5.14 A. Comments: Appears to be an out lot between high Traffic Plainfield Avenue and a subdivision. Consult with local unit as to available use. Adjacent to Auction Lot 3706 Summer Tax Due: \$649.74	4865 PLAINFIELD AVE NE GRAND RAPIDS;	\$5434.90	
3624	Parcel ID: 41-16-33-400-084; Legal Description: 411633400084 PART OF NE 1/4 COM AT E 1/4 COR TH S 89D 38M 05S W ALONG E&W 1/4 LINE 307.0 FT TH N 0D 18M 23S W 28.0 FT TH N 89D 38M 05S E 307.0 FT TO E SEC LINE TH S 0D 18M 23S E ALONG E LINE 28.0 FT TO BEG * SEC 33 T7N R9W 0.20 A. SPLIT/COMBINED ON 09/27/2019 FROM 41-16-33-400-082 SPLIT/COMBINED ON 10/14/2019 FROM 41-16-33-400-082; Comments: Narrow strip between developed parcels. Appears to contain walkway. Please research prior to bidding to ensure this is suited for your plans. Unbuildable Lands / Too Small; Summer Tax Due: \$51.28	799 ALDEN NASH AVE SE LOWELL;	\$1754.45	
3626	Parcel ID: 41-17-10-426-060; Legal Description: LOT 14. TAFT GARDENS Comments: OCCUPIED House in nice shape. Newer windows, nice siding, daylight windows in basement, brick trim. Please keep observations to the road. Dnvi; Personal Property; Occupied; Summer Tax Due: \$3,106.71	2610 DE LAAT AVE SW WYOMING;	\$30633.42	
3628	Parcel ID: 41-17-12-133-001; Legal Description: W 1/2 OF LOT 84* VILLAGE OF SOUTH GRAND RAPIDS Comments: Parcel is approximately 50 x 60 and may be too small to build. Check with local unit as to potential use. Unbuildable Lands / Too Small; Summer Tax Due: \$123.46	456 SW CUTLER ST GRAND RAPIDS;	\$1985.91	
3629	Parcel ID: 41-17-12-133-002; Legal Description: E 1/2 OF LOT 84* VILLAGE OF SOUTH GRAND RAPIDS Comments: Parcel is approximately 50 x 60 and may be too small to build. Check with local unit as to potential use prior to bidding. Unbuildable Lands / Too Small; Summer Tax Due: \$23.89	442 SW CUTLER ST GRAND RAPIDS;	\$1276.95	
3631	Parcel ID: 41-17-13-253-015; Legal Description: W 100 FT OF E 290 FT OF THAT PART OF N 1/4 E 1/2 SW 1/4 NE 1/4 LYING E OF FORMER MICH RR R/W EX S 28.15 FT OF E 51.28 FT & EX N 303 FT OF REMAINDER * SEC 13 T6N R12W 0.02 A. Comments: Small irregularly shaped parcel of land behind two occupied houses and right next to a powerline ROW. Roads - None Known (Possibly Landlocked); Unbuildable Lands / Too Small; Summer Tax Due: \$11.82	3013 BUCHANAN AVE SW WYOMING;	\$759.51	

3645	Parcel ID: 41-18-18-352-005; Legal Description: LOTS 44 & 45 EX W 17 FT FOR HWY. LIBERTY ADDN Comments: Parking lot on the corner of Division and 35th. Don't it always seem to go? This was the former site of a Gas Station. We are unsure if the storage tanks are still there, please do thorough research on this prior to bidding. Ust - Underground Tanks; Contamination Indicators; Summer Tax Due: \$940.83	3470 S DIVISION AVE WYOMING;	\$5743.63	
3651	Parcel ID: 41-21-11-250-171; Legal Description: UNIT 171 BLDG 48 * AMBER RIDGE CONDOMINIUMS KENT COUNTY CONDOMINIUM SUBDIVISION PLAN NO.325 LIBER 3726 PAGE 1032 AS AMENDED BY REPLAT NO.1 LIBER 3852 PAGE 602 & AS AMENDED BY REPLAT NO.2 LIBER 4049 PAGE 1249 & AS AMENDED BY REPLAT NO.3 LIBER 4568 PAGE 597 & AS AMENDED BY CONSOLIDATING MASTER DEED INSTRUMENT NO.20080612-0055886 & AS AMENDED BY INSTRUMENT NO.20081010-0089786 & AS AMENDED BY INSTRUMENT NO.20101029-0090876 Comments: OCCUPIED condo unit, please keep observation to the road. Brick exterior, newer construction. From what we can tell this may be a part of an Association. From researching this may be subject to Association fees of \$200.00/month but that is not verified. Please consult with local unit as to association/master deed to get this information prior to bidding. Condo Subdivision "site Condo"; Dnvi; Occupied; Association Fees; Summer Tax Due: \$2,567.44	910 AMBER VIEW DR SW BYRON CENTER;	\$16299.52	
3652	Parcel ID: 41-24-04-401-005; Legal Description: BOWNE TOWNSHIP PART OF SE 1/4 SEC 4 T5N R9W COM AT E 1/4 POST SEC 4 TH N 89 DEG 28' 03" W 1486.64 FT TH S 00 DEG 24' 46" E 50 FT TO S LI 64TH ST TH TH N 89 DEG 28' 03" W AL SD S LI 800.51 FT FOR POB TH S 89 DEG 28' 03" E AL SD S LI 800.51 FT TH N 00 DEG 24' 46" W 50 FT TH N 89 DEG 28' 03" W AL E & W 1/4 LI TO N & S 1/4 LI TH SLY AL SD LI TO S LI 64TH ST TH S 89 DEG 28' 03" E AL SD S LI 86.63 FT TH S 45 DEG 23' 37" W 23.8 FT TH SWLY 16.12 FT ON 20 FT RADIUS CURVE TO LEFT LONG CHORD BEARING S 22 DEG 17' 55" W 15.69 FT TH S 00 DEG 47' 51" E 34.58 FT TH SELY 316.81 FT ON 200 FT RADIUS CURVE TO RIGHT LONG CHORD BEARING S 44 DEG 50' 51" E 284.71 FT TH S 89 DEG 28' 03" E TO A LI BEARING S 00 DEG 31' 57" W FR POB TH N 00 DEG 31' 57" W49 FT TO POB Comments: Vacant lot near a developed area in the country. Appears to be some wet land on the property as well. Ducks present at time of photo, may not be at time of sale. Please thoroughly research this property prior to bidding. Wetland Indicators; Summer Tax Due: \$2,437.44	11720 64TH ST SE ALTO;	\$14537.77	
3654	Parcel ID: 41-18-03-355-005; Legal Description: LOTS 84 & 85* PARIS HIGHLANDS Comments: OCCUPIED house newer windows needs some TLC, balcony style deck, walkout basement, detached two stall garage, great fixer upper potential. ~0.345 Acres. Occupied; Personal Property; Dnvi; Summer Tax Due: TBA	1906 SE ROSEMONT AVE;	\$29759.20	
3655	Parcel ID: 41-07-11-300-002; Legal Description: S 1/2 NW 1/4 SW 1/4 * SEC 11 T9N R10W 20.00 A. Personal Property; Dnvi; Summer Tax Due: TBA	11894 FARLAND AVE NE CEDAR SPRINGS;	\$49585.02	

Kent (DNR)

Lot #	Lot Information	Address	Min. Bid	Sold For
10026	<p>Parcel ID: 41-10-30-428-047 41-10-30-428-035 41-10-30-428-049 41-10-30-428-037 41-10-30-428-039 41-10-30-428-041; Legal Description: West River Business Center Subdivision: That part of Lots 14 - 19 inclusive West River Business Center lying Southeasterly of a line described as: commencing at the NW corner of said Lot 19; thence S 53°59'30 E 375.0 feet along the West line of said Lot 19 to the Point Of Beginning of said line; N 51°38'42 E 155.82 feet to the East line of said Lot 19 (being S 53°59'30 E 417.0 feet along said East line from the NE corner of said Lot 19); N 36°00'30 E 605.0 feet parallel with the South line of West River Center Drive (66 feet wide) to the East line of Lot 15; N 17°12'17 E 248.24 feet to the East line of Lot 14 and the West line of said West River Center Drive (being S 53°59'30 E 280.0 feet from the NE corner of said Lot 14 and the beginning of a 60 foot wide right-of-way) and also the Point Of Ending of said line. Comments: The property has frontage on W River Center Drive NW of the Abrigador Trail intersection. The property is flat with very poorly drained silty clay loam soils (NW part appears wet/flooded). The property is located SE of West River Drive in Comstock Park MI and is surrounded by 9 private landowners. The parcel is within the R-2 Residential district which requires a minimum of 11700 sq. ft. (just over a 1/4 acre) and 90 ft. in width to meet zoning to build regulations. The 2000 gift to the State of MI was subject to the use of public recreational purposes. That restriction ran with the land for 20 years (i.e. December 2020). The subject property can now be sold to a private party without these restrictions. Near the Grand River! Aprox. 8.9 Acres Dnr Aa; Wetland Indicators;</p> <p>Summer Tax Due: TBA</p>		\$40000.00	
10027	<p>Parcel ID: 41-10-30-428-053 41-10-30-428-043 41-10-30-428-051 41-10-30-428-045; Legal Description: West River Business Center Subdivision: That part of Lots 22 23 24 and 27 West River Business Center lying Southeasterly of a line described as: Commencing at the NE corner of said Lot 22; thence S 48°29'30 E 308.0 feet along the East line of said Lot 22 to the Point Of Beginning of said line; S 41°30'30 W 175.0 feet parallel with the South line of West River Center Drive (86 feet wide) to the West line of said Lot 22 (being S 48°29'30 E 308.0 feet along said West line from the NW corner of said Lot 22); S 41°30'30 W 257.87 feet to the West line of said Lot 23 (being S 32°00' E 333.77 feet along said West line from the NW corner of said Lot 23); S 48°14'51 W 366.65 feet to the SW corner of said Lot 24; S 30°49'55 W 318.11 feet to the South line of said Lot 27 (being N 67°43'43 W 267.80 feet along said South line from the SE corner of said Lot 27) which is the Point Of Ending of said line. Comments: The property has frontage on Abrigador Trail NE SW of the W River Center Drive intersection. The property is flat with sandy soils that are well drained but frequently flooded (SW part appears wet/flooded). The property is located SE of West River Drive in Comstock Park MI and is surrounded by 9 private landowners. The parcel is within the R-2 Residential district which requires a minimum of 11700 sq. ft. (just over a 1/4 acre) and 90 ft. in width to meet zoning to build regulations. The 2000 gift to the State of MI was subject to the use of public recreational purposes. That restriction ran with the land for 20 years (i.e. December 2020). The subject property can now be sold to a private party without these restrictions. Near the Grand River! Aprox. 6.6 Acres Dnr Aa; Wetland Indicators;</p> <p>Summer Tax Due: TBA</p>		\$29700.00	
10028	<p>Parcel ID: Parcel ID is TBD Kent; Legal Description: Haadsma Plat: That part of Lot 19 lying SWLY of SWLY line of STL US16 relocated Comments: The subject property is in Grand Rapids Township and consists of a 0.01-acre parcel located adjacent to and south of the I-96 ROW west of the Dean Lake Avenue intersection about 7 miles NE of Grand Rapids MI. The parcel has legal road access via platted road(s). These roads have not been constructed to date. The property has 1 adjacent private landowner. The area is composed of well drained loamy sand soils. The property is within the R-1 Single Family Residential district and is too small to meet local zoning to build regulations. Aprox. 0.01 Acres Dnr Aa; Unbuildable Lands / Too Small;</p> <p>Summer Tax Due: TBA</p>		\$300.00	

Ottawa

Lot #	Lot Information	Address	Min. Bid	Sold For
5900	Parcel ID: 70-01-32-100-997; Legal Description: THAT PART OF E 341 FT OF S 28 FT OF NW 1/4 OF NW 1/4 LYING N OF A LI 250 FT N OF AND PAR TO N LI OF MAPLEWOOD ADD. SEC 32 T9N R13W Comments: Narrow strip of land between and house and a farm field. Not much use for anyone other than an adjacent property owner. Unbuildable Lands / Too Small; Summer Tax Due: \$7.89	DAGGETT ST CONKLIN;	\$466.39	
5902	Parcel ID: 70-03-20-459-021; Legal Description: PART OF LOTS 12, 13 & 14 BLK 8 COM S 68D 11M 55S E 124 FT FROM NW COR OF BLK 8, TH CONTINUE S 68D 11M 55S E 6 FT M/L ALG N LI OF BLK 8, S 21D 48M 05S W 112 FT M/L, N 68D 11M 55S W 6 FT M/L TO A PT S 21D 48M 05S W 112 FT M/L FROM BEG, TH N 21D 48M 05S E 112 FT M/L TO BEG. LEGGATTS ADD Comments: Narrow strip of land between two houses. Not much use for anyone other than an adjacent property owner. Unbuildable Lands / Too Small; Vul - Vacant Urban Lot; Summer Tax Due: \$821.61	HOWARD AVE GAP PAR GRAND HAVEN;	\$3246.89	
5903	Parcel ID: 70-03-20-479-019; Legal Description: W 4.5 FT OF NW'LY 1/4 OF LOT 288. ORIGINAL PLAT Comments: Four and a half feet strip of land between two houses in Grand Haven. You are either a neighbor or trying to make someone's life difficult. Not much use for anyone other than an adjacent property owner. Vul - Vacant Urban Lot; Unbuildable Lands / Too Small; Summer Tax Due: \$739.40	CLINTON AVE GAP PAR GRAND HAVEN;	\$1850.05	
5904	Parcel ID: 70-03-29-226-017; Legal Description: N 7 FT OF W 44 FT LOT 14 BLK 1. SLAYTON & VANDERVEENS ADD Comments: Small lot between houses with access issues. No access without parachute or extensive tunnel digging. Unbuildable Lands / Too Small; Roads - None Known (Possibly Landlocked); Summer Tax Due: \$39.12	SLAYTON AVE GAP PAR GRAND HAVEN;	\$473.81	
5905	Parcel ID: 70-04-35-400-013; Legal Description: PART OF NE 1/4 OF SEC 2 T7N R15W & PART OF SE 1/4 OF SEC 35 T8N R15W COM NE COR OF SEC 2 T7N R15W, TH S 01D 01M 56S E TO CEN LI OF NORTH CEDAR DR, N 59D 16M 40S W 33 FT M/L TO A PT N 89D 23M 01S W 33.01 FT & S 01D 01M 56S E 258.04 FT FROM NE COR OF SEC 2 T7N R15W, TH N 01D 01M 56S W 258.04 FT TO N LI OF SEC 2 T7N R15W, N 0D 36M 37S W 397.7 FT M/L TO WATERS EDGE OF GRAND RIVER, E'LY ALG GRAND RIVER TO A PT ON E LI OF SEC 35 T8N R15W WHICH IS N 0D 36M 37S W OF BEG, TH S 0D 36M 37S E TO BEG. SEC 35 T8N R15W & SEC 2 T7N R15W Comments: Narrow strip of land between N Cedar Dr and the Grand River. Not much use for anyone other than an adjacent property owner. Unbuildable Lands / Too Small; Summer Tax Due: \$109.99	NORTH CEDAR DR GRAND HAVEN;	\$805.81	
5906	Parcel ID: 70-06-33-476-005; Legal Description: LOT 27 PLEASANT ACRES PLAT Comments: Large, 2+ acre platted lot in the country. Fully wooded. Consult with local zoning authority as to possible use. PLEASE DO NOT ENTER UPON LANDS TO THE SOUTH OF THIS PROPERTY. There is a private driveway located south of the parcel being sold. The owner of that property has indicated that people are trespassing while viewing the parcel being sold. Enter ONLY from 24th Avenue. Please rely ONLY on the parcel map that is clearly shown in this listing description. Please respect the postings on the property to the south and do not enter the private driveway. Summer Tax Due: \$213.36	24TH AVE MARNE;	\$624.40	
5907	Parcel ID: 70-10-23-400-060; Legal Description: PART OF SE 1/4 COM S 0D 48M 48S E 998.72 FT FROM E 1/4 COR, TH S 0D 48M 48S E 16.29 FT, S 89D 11M 12S W 150 FT, S 0D 48M 48S E 100 FT, S 89D 11M 12S W 32.22 FT, N 0D 07M 33S W 129.76 FT, TH S 86D 33M 10S E 181.16 FT TO BEG. SEC 23 T7N R13W Comments: L shaped lot surrounding a house between a country road and a two track. Not much use for anyone other than an adjacent property owner. Unbuildable Lands / Too Small; Summer Tax Due: \$118.39	8TH AVE GRAND RAPIDS;	\$1259.51	
5909	Parcel ID: 70-13-19-300-998; Legal Description: PART OF SW FRL 1/4 COM N 01D W 2060.54 FT FROM SW SEC COR, SD PT BEING S 01D E 928.15 FT FROM W 1/4 COR, TH E 535 FT, N 01D W 14.79 FT, TH W 255.59 FT ALG N LI OF S 700 FT OF NW 1/4 OF SW 1/4, TH S 01D E 9.5 FT, TH S 89D 55M 37S W 280 FT, TH S 4.5 FT ALG W SEC LI TO BEG. SEC 19 T6N R14W Comments: Narrow (nine feet or so) strip of land between commercial lots and a house. Seconds away from downtown Borculo. Not much use for anyone other than an adjacent property owner. Vul - Vacant Urban Lot; Summer Tax Due: \$6.03	96TH AVE ZEELAND;	\$977.59	

5911	Parcel ID: 70-15-33-382-021; Legal Description: LOT 52 HENEVELD'S SUP RESUB OF MACATAWA PARK Comments: Vacant lot near Lake Macatawa off private road. Inaccessible by car, with no public access. Roads - None Known (Possibly Landlocked); Unbuildable Lands / Too Small; Summer Tax Due: \$483.06	INTERLAKE WALK MACATAWA;	\$3170.55	
5912	Parcel ID: 70-16-17-228-003; Legal Description: LOT 3 DETER'S SUB Comments: Vacant lot where commercial and residential properties meet. Consult with local zoning authority as to possible use and to determine if it is suitable for your intended purpose. Vul - Vacant Urban Lot; Summer Tax Due: \$809.92	RILEY (VACANT) ST HOLLAND;	\$3052.15	

Property Transfer Affidavit

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

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

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

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

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

EXEMPTIONS

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

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

CERTIFICATION

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

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

Instructions:

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

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

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

Excerpts from Michigan Compiled Laws (MCL), Chapter 211

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

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

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

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

Penalties:

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

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