

Public Land Auction

Clinton, Livingston, Shiawassee

August 30th, 2021

Clinton, Livingston, and Shiawassee 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).*

2025 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

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

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

10. Deeds

A. Deed Execution and Delivery

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

B. Restrictive Covenants

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

11. Property Taxes & Other Fees

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

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

12. Other

A. Personal Property

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

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

B. Mineral Rights

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

C. Applicability of These Rules and Regulations

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

Clinton

Lot #	Lot Information	Address	Min. Bid
1950	Parcel ID: 150-018-100-140-00; Legal Description: BEG 373 FT S OF NE COR OF SEC 18 T5N R3W. TH S 118 FT, N 87 DEG W 216.46 FT, N 108.01 FT, E 214.5 FT TO POB. SUBJ TO ESMT OVER S 8 FT OF SD PARCEL. Comments: When I arrived it didn't look too bad. Then I went around back. This property has MAJOR roof collapse/damage/leakage and flat out missing on 1/3 of structure. The other half is full of stuff. All kinds and all damaged. Heavy water damage and mold everywhere. See pictures for more info. Additional Disclosures: 42; 32; 35; 21; 5; 66; 36 (see key for full text) Summer Tax Due: \$563.95	13080 WACOUSTA RD GRAND LEDGE	\$8,677.21

Livingston

Lot #	Lot Information	Address	Min. Bid
3600	Parcel ID: 4708-28-400-004; Legal Description: SEC 28 T3N R6E, BEG AT NE COR OF LOT 14 HARTLAND SHORES ESTATES SUB#1 FOR POB, TH S87°19'20" E 607.66 FT, TH S2°33'0" E 143.30 FT, TH S85°27'05" W 565.40 FT, TH N19°16'0" W 121.36 FT, TH N6°35'39" W 72.33 FT, TH N2°40'40" W 30 FT TO POB CONT 2.46 AC M/L Comments: Parcel is located on a canal in Round Lake in Brighton. Property appears to be landlocked and inaccessible by road. Property also appears to be adjacent to a parcel owned by a land conservancy. Just under 2 1/2 acres and over 500 ft of frontage on the lake. Additional Disclosures: 14; 39; 30; 9 (see key for full text) Summer Tax Due: \$211.18	BLAINE RD HARTLAND	\$1,516.08
3601	Parcel ID: 4708-33-401-310; Legal Description: SEC 33 T3N R6E PLEASANT VALLEY GOLF & COUNTRY CLUB ESTATES, BLOCK 4 W1/2 OF VACATED THIRD AVE WEST. ADDED BY ASSOR TO 2018 ROLL Comments: Thin strip of land on Peterson Dr in Brighton. Parcel may have a creek on it draining into a lake. Additional Disclosures: 16; 39; 30; 14; 9 (see key for full text) Summer Tax Due: \$153.98	W PETERSON DR BRIGHTON	\$1,171.84
3602	Parcel ID: 4710-15-100-054; Legal Description: SEC 15 T2N R4E COMM N 1/4 COR OF SEC TH S01°26'35"W 644.26 FT TH N87°13'23"W 779.65 FT TO POB TH N87°13'24"W 540.56 FT TH N01°49'45"E 244.95 FT TO C/L OF HIDDEN VALLEY DR TH THE FOLL THREE COURSES (1) S79°06'45"E 166.66 FT TH (2) S84°38'00"E 144.45 FT TH (3) N85°25'45"E 115.58 FT N58°04'15"E 40.21 FT TH S16°04'30"E 260.44 FT TO THE POB CONT 2.62 AC. Comments: Large lot on the corner of County Farm Rd and Hidden Valley Dr. Lot features trees, over 600 ft of frontage on Hidden Valley Dr, Power lines and a (possibly) retention pond. Additional Disclosures: 53; 30; 41 (see key for full text) Summer Tax Due: \$612.97	HIDDEN VALLEY DR HOWELL	\$2,893.11
3603	Parcel ID: 4710-28-301-023; Legal Description: SEC 28 T2N R4E SUPERVISORS PLAT OF CEDAR POINT ANNEX, LOT 7 Comments: This wooded lot across from Cedar Lake looks to be drainage property. Not on the lake but it has water from it on it! Additional Disclosures: 30; 9; 10; 41 (see key for full text) Summer Tax Due: \$85.37	CEDAR POINT RD HOWELL	\$2,756.75
3604	Parcel ID: 4710-28-302-081; Legal Description: SEC 28 T2N R4E CEDAR POINT LOTS 90 THRU 98 Comments: Mostly wooded lot in Cedar Point Annex. Both roads are unpaved. Quiet neighborhood. Additional Disclosures: 9; 30 (see key for full text) Summer Tax Due: \$355.16	CEDAR POINT RD HOWELL	\$1,437.56
3605	Parcel ID: 4714-22-402-058; Legal Description: SEC 22 T1N R4E VILLAGE OF PINCKNEY ORIGINAL PLAT N 1/2 LOT 2 B8 R2 SPLIT 4/93 FROM 008 Comments: Parcel is landlocked behind houses. Small and no road access Additional Disclosures: 39; 30; 9 (see key for full text) Summer Tax Due: \$71.41	POND PINCKNEY	\$666.96
3606	Parcel ID: 4714-31-102-053; Legal Description: SEC. 31 TIN, R4E, WEISS' LANDING NO. 1 LOT 14 Comments: This wooded lot sits high on Paterson Lake Dr. Looking west is a beautiful view of the lake. Quiet 1 1/2 lane private road and nice shade. Summer Tax Due: \$249.71	11255 PATTERSON LAKE DR PINCKNEY	\$9,053.71
3607	Parcel ID: 4715-13-305-062; Legal Description: SEC 13 T1N R5E HURON COUNTRY CLUB SUB LOT 97 Comments: Parcel is landlocked in what appears to be a once sought subdivision. Picture is of public easement that leads to the parcel. Summer Tax Due: \$225.88	LONGWORTH AV BRIGHTON	\$1,560.10
3608	Parcel ID: 4715-17-402-116; Legal Description: SEC 17 T1N R5E HERNDONS RUSH LAKE ESTATES LOT 392 Comments: Small wooded lot on Rushview Dr. Not much more to say. Additional Disclosures: 9 (see key for full text) Summer Tax Due: \$84.19	RUSHVIEW DR PINCKNEY	\$1,790.55
3610	Parcel ID: 4716-04-203-223; Legal Description: SEC 4 T1N R6E ISLAND LAKE COLONY SUB LOTS 149 & 150 COMB 12-85 FROM 143 & 144 Comments: Parcel appears to have a swamp on a portion, not sure if buildable but do your research. Mostly wooded. Additional Disclosures: 41; 9 (see key for full text) Summer Tax Due: \$20.80	KNOX DR BRIGHTON	\$392.43

Shiawassee

Lot #	Lot Information	Address	Min. Bid
5700	Parcel ID: 002-23-100-002; Legal Description: SEC 23, T8N, R2E COM AT 1/4 POST BETWEEN SEC 14 & 23, TH S'LY ALG W LN OF J.L.&S.R.R. 21 RDS, TH W AT R/ANG WITH RR 4 RDS, TH N PAR WITH RR 8 RDS, E 2 RDS, TH N PAR WITH RR 13 RDS, TH E ALG CEN OF HWY 2 RDS TO BEG. ALSO COM AT SE COR OF ABOVE DESC LAND, TH S'LY ALG W LN OF MCRR R/WY 116 FT, W 74 FT, N 283 1/2 FT, E 47 FT TO ABOVE DESC LAND, TH S ALG LN OF SD LD 35.5 FT, TH W 33 FT, S 132 FT, TH E 66 FT TO BEG Comments: Not sure when this ol' relic was built but it was long ago for sure. Old barn construction this is full of 12 inch+ beams/trusses/posts. Very dangerous with booby-traps everywhere from drainage holes to missing floor. Full of old treasure and/or trash (TBD). Setting directly on the train tracks in the quiet counrty town of Henderson. Please note: This property is listed as Facility ID 13281 with EGLE. It has 4 underground 300 gallon tanks which have not been removed. Visit http://www.mcgi.state.mi.us/environmentalmapper/# for more information. Additional Disclosures: 47; 33; 66; 32; 69; 36; 13 (see key for full text) Summer Tax Due: \$36.23	HENDERSON RD HENDERSON	\$5,916.30
5701	Parcel ID: 006-22-300-006-02; Legal Description: SEC 22, T7N, R2E PT OF SW 1/4: COM AT SW COR OF SEC, N00*24'22"E 660.11 FT, S89*13'17"E ON N LN OF S 1/2 OF S 1/2 OF SW 1/4 1023.91 FT, S00*34'44"W ON LN WHICH IS 280 FT W OF AS MEAS ON S LN OF SEC & PARL WITH N&S 1/8 LN IN SW 1/4 OF SEC 662.57 FT TO S SEC LN, N89*04'58"W 1021.93 FT TO BEG 15.5 ACRES Comments: Occupied / Did not visually inspect Additional Disclosures: 33; 6 (see key for full text) Summer Tax Due: \$1,172.03	2802 KROUSE RD OWOSSO	\$11,605.17
5703	Parcel ID: 006-35-300-011-01; Legal Description: SEC 35, T7N, R2E PT OF SW 1/4: COM AT PT WHICH IS N03*52'26"E 1661.14 FT FROM S 1/4 POST OF SEC, N86*55'40"W 905 FT, N03*52'26"E 620.22 FT, S86*16'44"E 330 FT, S04*12'38"W 93.22 FT, S59*25'42"E 159.49 FT, S79*36'21"E 260.22 FT, S03*52'26"W 126.36 FT, S87*18'34"E 174.48 FT TO N&S 1/4 LN OF SEC, TH S03*52'26"W 291.26 FT TO BEG 10 ACRES TOGETHER WITH EASEMENT FOR INGRESS & EGRESS Comments: This is a MONSTER! Generally decent condition and in need of HEAVY maintenance. Mildew and mold fill the nostrils upon entrance into this behemoth. 2 houses combined into 1 with lots of rooms and bathrooms. A once commercial kitchen occupies the middle of the complex. Both basements are finished including kitchens and dining/living space. So technically 4 houses in 1, with an office, barber/hair salon, semi-commercial kitchen and a pond. Lots of work but the potential is there! Additional Disclosures: 18; 66; 69; 63; 21; 32 (see key for full text) Summer Tax Due: \$3,882.70	1668 W HIBBARD RD OWOSSO	\$60,490.54
5704	Parcel ID: 007-68-002-001; Legal Description: RIVERSIDE SUB CALEDONIA TWP N 43 FT OF LOTS 1&2 BLK 2 ALSO N 43 FT OF E 32 FT OF LOT 3 BLK 2 Comments: Old 2 story home currently occupied. No trespass signs alongside beware of dog signs indicate viewing from a distance required. Additional Disclosures: 45; 6 (see key for full text) Summer Tax Due: \$194.79	884 UNION AVE OWOSSO	\$5,777.47
5705	Parcel ID: 008-43-130-000; Legal Description: LENNON GREEN ESTATES #3 -VENICE TWP LOT 130 Comments: Occupied Mobile Home Additional Disclosures: 17; 6; 33 (see key for full text) Summer Tax Due: \$176.57	1368 SANDSTONE PASS LENNON	\$1,854.15
5706	Parcel ID: 008-60-002-004-04; Legal Description: VILLAGE OF LENNON, ORIG PLAT N'LY 37 FT OF LOT 4 EX W'LY 24.5 FT THEROF & S'LY 33 FT OF LOT 3, BLK 2 ALSO PT OF BLK 2 DESC AS: A STRIP OF LD 37 FT WIDE OF NE'LY SIDE OF LOT 4 & ANOTHER STRIP OF LD 33 FT WIDE OFF THE SW'LY SIDE OF LOT 3 EX SE'LY 80 FT OF SD STRIP OF LD ALSO EX W'LY 24 1/4 FT OF LOT 4 DEEDED FOR ALLEY PURPOSES Comments: Large building on main drag in the Village of Lennon. One side used to house a grocery store (old 1950's general store layout). Other side was a bank at one time (I was told by the neighbors). Building needs some cosmetic and structural repairs (roof caving in back of building) but overall could be a decent sized project for the right buyer to invest their time and finances into! Additional Disclosures: 22; 33; 5; 21; 36 (see key for full text) Summer Tax Due: \$1,237.36	11919 11921 LENNON RD LENNON	\$10,851.12
5707	Parcel ID: 008-60-002-004-05; Legal Description: VILLAGE OF LENNON, ORIG PLAT W 24.5 FT OF N 37 FT OF LOT 4, BLK 2 Comments: Small lot (not buildable) behind Auction Lot 5706 with driveway to alleyway on it. Additional Disclosures: 23; 30; 52 (see key for full text) Summer Tax Due: \$6.20	LENNON RD LENNON	\$470.28

5709	Parcel ID: 011-62-002-014-01; Legal Description: HEMENWAY'S ADD BANCROFT VILL LOTS 14 & 15, BLK 2 ALSO W 1/2 OF VACATED ALLEY ADJ THERETO Comments: Occupied, did not inspect. 2 story older home with small 1 car garage. Additional Disclosures: 6 (see key for full text) Summer Tax Due: \$425.88	205 S HIGH ST BANCROFT	\$4,689.32
5710	Parcel ID: 012-17-100-011; Legal Description: SEC 17, T6N, R4E PT OF NW 1/4: COM AT INTR OF E&W 1/4 LN WITH C/LN OF M-78, E 350 FT, N APPROX 300 FT TO CEN OF HWY M-78, TH SWLY ON HWY TO BEG Comments: Small triangle shape vacant lot with frontage on Lansing Rd Additional Disclosures: 9 (see key for full text) Summer Tax Due: \$19.30	E LANSING RD DURAND	\$700.78
5711	Parcel ID: 013-09-200-005; Legal Description: SEC 9, T5N, R1E COM AT POINT WHICH IS S00*44'18"E 912 FT & S88*15'46"E 219 FROM N 1/4 POST OF SEC TO PT OF BEG OF THIS DESC, S88*15'46"E 100 FT, N00*44'18"E 100 FT, N88*15'46"W 100 FT, S 100 FT TO BEG .2 ACRE Comments: 100 x 100 landlocked lot off Woodbury Rd south of Langsburg. Additional Disclosures: 33; 30 (see key for full text) Summer Tax Due: \$2.99	LANDLOCKED PROPERTY	\$507.03
5712	Parcel ID: 014-70-041-004; Legal Description: SEC 12, T5N, R2E MORRICE VILLAGE COM AT SW COR OF SEC 12, S88*39' 37"E 1606.98 FT, N00*16'00"E 122 FT, S88*39'37"E 20 FT, N00*16'00"E 78 FT TO PT OF BEG, CONT N 33 FT, W 112.50 FT TO E LN OF HOWARD STREET, S 33 FT, E TO BEG .08 ACRE Comments: Small wooded lot on Howard in Village of Morrice. Additional Disclosures: 9; 23 (see key for full text) Summer Tax Due: \$13.52	SOUTH ST MORRICE	\$547.74
5714	Parcel ID: 016-40-030-000; Legal Description: DYER TERRACES BURNS TWP LOTS 30 & 31 EX W 30 FT OF LOT 31 Comments: Modular home built on walk-out foundation. Extensive roof damage has left this house in shambles. You may have to get eviction papers for the critters that have shackled up, not sure what rodents rights are these days. Inside find all the treasures you may expect. Also it is NOT suitable for human habitat. Large pole barn in the back. Oh did I mention it's Riverfront on the Shiawassee Additional Disclosures: 35; 32; 21; 5; 34; 36 (see key for full text) Summer Tax Due: \$617.55	10400 LEHRING RD BYRON	\$5,364.78
5715	Parcel ID: 020-32-006-003-00; Legal Description: DURAND LAND CO'S 1ST ADD. N 40 FT OF LOT 3 BLK 6 AND THE DRIVEWAY RIGHTS ON THE S 10FT OF SAID LOT 3. Comments: 2 Story house in Village of Durand. Could have potential for the right investor. Concrete porch with newer wood railing, fenced in back yard with small shed, small deck (in need of repairs) off the back with a sliding door. Additional Disclosures: 33 (see key for full text) Summer Tax Due: \$1,948.98	207 SHIAWASSEE ST DURAND	\$8,851.83
5716	Parcel ID: 020-76-001-017-00; Legal Description: M.V. RUSSELL'S 3RD ADD. DURAND CITY LOTS 17 & 18 BLK. 1 Comments: Lot in subdivision with small 1 car garage and a shed. I believe it use to have a house, but that must have been long ago. No sign of foundation Summer Tax Due: \$593.69	113 ATWATER ST DURAND	\$2,068.54
5718	Parcel ID: 050-113-008-035-00; Legal Description: W 12' OF LOT 27 THAT RUNS PLL TO MICH CTRL RRD ROW, BLK 8, CITY ASSESSOR'S PLAT 3 Comments: 12 ft strip of land with trees! Additional Disclosures: 9 (see key for full text) Summer Tax Due: \$2.87	W STEWART ST OWOSSO	\$590.93
5719	Parcel ID: 050-180-004-020-00; Legal Description: LOT 15 & N 1/2 LOT 16 BLK 4 DEWEY & STEWARTS ADD Comments: 2 story home with very large collapse in the back. Things are growing inside and its not my feelings of warmth towards this "structure". In need of some DLC (Dozer loving care). Oh did I forget to mention the basement has roughly 5 ft of water, swim at your own risk. Additional Disclosures: 32; 21; 5; 31; 35; 47; 36 (see key for full text) Summer Tax Due: \$1,074.79	326 S DEWEY ST OWOSSO	\$8,913.13
5720	Parcel ID: 050-180-005-007-00; Legal Description: LOT 10 BLK 5 DEWEY & STEWARTS ADD Comments: Older 2 story home in need of repair. Overall condition not terrible but definitely needs work. Mildew definitely, mold likely. Furnishings suggest "somewhat" recent occupation, this one could have potential. Additional Disclosures: 21; 66; 32; 36 (see key for full text) Summer Tax Due: \$1,486.02	312 S OAK ST OWOSSO	\$5,401.96
5721	Parcel ID: 050-240-003-023-00; Legal Description: N 2 FT OF S 12 1/2 FT LOT 19 BLK C OF C L GOODHUE SUBD Comments: Pretty sure they keep getting smaller these days. 2 ft strip of property between a house and a vacant lot. Additional Disclosures: 39; 30; 9 (see key for full text) Summer Tax Due: \$2.85	N PARK ST OWOSSO	\$381.71

5722	Parcel ID: 050-430-000-010-00; Legal Description: LOTS 15 16 (EX W 48') LOUISA MERELLS ADD Comments: Occupied 2 story older home with wood siding. Additional Disclosures: 6 (see key for full text) Summer Tax Due: \$602.25	402 HUGGINS ST OWOSSO	\$4,201.50
5723	Parcel ID: 050-580-000-096-00; Legal Description: LOT 109 STAFFORD GARDNER & TRANKLES CENTRAL ADD INCLUDING 1/2 CLOSED ALLEY Comments: Looks unoccupied but dogs in backyard tell otherwise. Additional Disclosures: 33; 6 (see key for full text) Summer Tax Due: \$821.31	820 E COMSTOCK ST OWOSSO	\$6,208.50

Additional Disclosures Key

5: One or more buildings on this parcel has a roof which is either leaking to the interior or appears close to failure. Failing roofs often indicate substantial structural decay inside the building. You should investigate the integrity of this structure(s) prior to bidding.

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

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

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

13: A visual inspection of this parcel indicates **potential environmental contamination**. Visual indicators can include things like used tires, dirty soils, or chemically intensive former uses such as dry cleaning. Prospective bidders should carefully research the condition of this property prior to bidding. You may want to contact the Michigan Department of Environment, Great Lakes, and Energy (EGLE) or other relevant state agencies for additional guidance. EGLE maintains an interactive mapping tool which tracks known environmental contamination sites and can be accessed [here](#). Please note that this tool only reflects sites which are currently known to the state and may not definitely indicate the absence of contamination on this parcel. Purchasers are strongly advised to obtain a **Baseline Environmental Assessment (BEA)**. Some basic information about BEAs can be found [here](#). All sales are made as/is where/is without any representations or warranties. It is the sole responsibility of the purchaser to identify and appropriately handle any environmental contamination that may exist. Please do all necessary research before the auction.

14: This parcel may not exist as depicted on county plat or GIS maps. Particularly when dealing with property abutting water, lands can be totally or predominantly submerged and any dry portions of such property may be too small to be of practical use. Many cliff or bluff type "waterfront" lots have literally fallen into the body of water that they previously abutted and many "swamp lots" may be submerged as well. You should investigate the true boundaries of this parcel and understand what you are purchasing **prior to the sale**.

16: This parcel is likely subject to ASSOCIATION FEES which are assessed to cover maintenance and other costs associated with the development in which the parcel is located. Interested parties should verify the existence and extent of association fees and costs prior to bidding.

17: Mobile homes (and some modular homes) can be separately titled and considered personal property. In these instances, there may be third parties that have the legal right to remove that mobile home from the parcel whether or not it has been assessed as part of the property in the past. We make no representations or warranties as to whether such mobile or modular homes are included with the real property offered for sale. It is the buyer's responsibility to conduct their own research as to the state of title. As a preliminary step, it may be useful to determine if an Affidavit of Affixture of Manufactured Home has been executed and recorded as outlined in [MCL 125.2330i](#). You may wish to consult a licensed attorney or title company to assist in this research.

18: The building on this property appears to have been used for multi-family occupancy in the past based upon indicators such as multiple mailboxes, entrances, numbering, layout, or other such factors. Modifications to the property may NOT have been legally made and may NOT conform to local zoning. Prospective bidders should verify with local officials that multi-family use is permitted under existing zoning. In many areas, once a multi-family use has been discontinued, it cannot be reinstated unless in conformance with local zoning and code.

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

22: This parcel has substantial structural issues caused by poor design, insufficient maintenance, or both. Such buildings may be subject to condemnation orders which we were unable to locate during our inspection. All such buildings should be brought into compliance with local building regulations prior to use. We **strongly** recommend that you contact the local building code official and consider consulting a competent structural engineer to assess the condition of this property before to bidding.

23: This parcel is located within a municipality which monitors property maintenance and condition. You may be assessed fees and fines if you fail to mow the grass or do not otherwise properly maintain the property after purchase. One advantage to these parcels is that they typically have infrastructure nearby (water, sewer, power). However, you should confirm the availability of such utilities as well as the connection costs prior to bidding. It is your responsibility to determine whether a parcel is suitable for your desired purpose.

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

31: This parcel has been posted as "Condemned" by the local building authority. Properties are generally condemned when they are deemed substandard, unsafe, or otherwise unfit for use and habitation. Condemned property **must** be rehabilitated to meet local building codes **prior to use or occupancy**. A building is not automatically slated for demolition when condemned. However, this does not necessarily mean that demolition will not also be pursued by the local unit. Please check with the local building official before bidding to determine the specific status and requirements for this property.

32: This building contains evidence of **mold**. Mold is an indication of excess moisture which can come from a variety of sources including high ground water, improper sealing of foundation walls, damaged roofs, and other conditions which can be expensive to correct. Mold can pose significant health risks and, if extensive, may require a complete renovation which could exceed the value of the building. Please conduct your own research and bid accordingly.

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

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

35: This property contains physical indications that one or more water lines have frozen, ruptured, and leaked for a significant period of time prior to being shut off. Such indications can include damage to ceilings and floors and visibly damaged pipes and fixtures. Damage from freeze bursts can be substantial including significant harm to structural components such as framing and foundations.

36: This parcel includes a structure which should be considered **DANGEROUS**. This building has suffered structural damage which creates substantial risk of harm from falling through damaged areas or collapse from above. It may also contain extensive debris which could fall or collapse, rusty nails, broken glass, and other hazards. **You are not permitted to enter this or any other structure offered at tax sale. You should limit your inspection only to what can be safely observed from the building's exterior.** Trespassers are subject to prosecution.

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

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

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

45: Our inspectors encountered aggressive dogs in the vicinity of this parcel. Please **exercise caution** if you choose to assess this property in person.

47: This property has been subject to vandalism by former occupants or other parties. Typical damage includes broken windows, holes in walls, broken doors and doorjamb, and other damage which can add to the cost of repair and rehabilitation. You should conduct your own research prior to bidding on this parcel.

52: This parcel is what we refer to as a 33'/66'. We frequently see foreclosed parcels that are either 33 or 66 feet wide. These parcels are often a result of existing or former road rights of way. A common road right of way is 66 feet wide. Half of that is 33 feet. There are two common scenarios that we see. **Scenario 1:** A land owner splits a tract of land and creates a common easement parcel for access. They might then quit paying taxes on the parcel with road frontage knowing that the easement would remain even after foreclosure. Such easements are generally either 33 or 66 feet wide. **Scenario 2:** Rural land generally runs to the *center* of any public road on which it fronts whereas subdivided land usually runs to the *edge* of the road right-of-way. Sometimes during surveys or other splits, half of the right-of-way (usually 33 feet) can become orphaned, effectively turning to no-man's-land. Potential bidders should be aware that 33 and 66 foot

wide parcels are **very likely to include easements**. That means that there are people who have a *right to use the property* even though they do not own the land. It is unlawful to cut off access over a 33 or 66 foot parcel where an easement already exists. Even if an easement doesn't already exist, courts will frequently create such an easement to prevent a neighboring parcel from becoming landlocked. Potential bidders should consider that this parcel likely has little value and cannot be used to landlock a neighboring parcel when there is no other path for ingress and egress.

53: This property appears to be an "outlot." An outlot is land in a subdivision that is not intended for use as a building site by the original developer. Outlots may be wetland, terrain-challenged, or otherwise unbuildable. Other times, small outlots are left as future road access to adjacent land in case the subdivision is subsequently expanded. Generally speaking, outlots have characteristics which render them unsuitable as building sites. Please investigate this property carefully prior to bidding to ensure it is suitable for your intended purpose.

63: Pet and/or wild animal waste was observed within this property. Potential bidders should consider that urine stains/odors can be difficult to remove from porous surfaces such as wood floors or underlayment.

66: This property is unsanitary and poses a potential health hazard because of raw food garbage, backed up sewer lines, or other similar waste. Such conditions can attract rodents, wild animals, and other vermin. You should bid accordingly and be prepared to mitigate the situation immediately upon purchase.

69: This property appears to include one or more obsolete structures. Due to changed circumstances, physical conditions, or the passage of time, structures can become economically unviable. Such changes may be related to physical condition but may also be the result of things like changed traffic patterns or local economic distress. Prospective bidders should be aware that this property may no longer be suitable for purposes to which it was previously put and should investigate and consider all circumstances prior to bidding.