

# Public Land Auction

Central Lower Peninsula

*September 8th, 2020*

Clinton, Livingston, Shiawassee (Dnr), and Shiawassee Counties



***Location:***

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

***Time:***

Auction: 10:00am to 07:00pm

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





[Facebook.com/TaxSaleInfo](https://Facebook.com/TaxSaleInfo)

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

**ONLINE VIA OUR WEBSITE**

**ABSENTEE BID**

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

For [registered users](#), our website features:

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

With delayed foreclosure dates this year, we have a very short window to review several thousand parcels. We began inspecting in July, and add data as we get to each parcel. Please be patient and **check back often as the auction date approaches** for updates. Parcels are sold "as is" based on the assessed legal description only. All other information in this salebook or listed on our website, though reliable to the best of our knowledge, is provided as unverified reference and is not guaranteed to be accurate. You should verify this information with your own research and investigation prior to bidding.

**CREATE YOUR ACCOUNT TODAY AT [TAX-SALE.INFO](https://Tax-Sale.info)**

## Visiting and viewing property BEFORE auction:

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

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

Entering properties (even vacant land) can be dangerous because of condition. **You assume all liability for injuries and other damage** if you go onto these lands.

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

Some properties still contain the **personal property** of former owners (vehicles, furnishings, appliances etc). These items are **NOT SOLD** at our auction. We are only selling the **REAL ESTATE (land)** and whatever is **attached** to it (land, buildings and fixtures).

- **You are NOT AUTHORIZED to remove ANY "personal" property, "scrap" metal or fixtures from auction parcels. This is THEFT AND WILL BE PROSECUTED.** We often ask neighbors to watch property for theft and vandalism and report this to local police. ***You have been warned...***
- **PROPERTY IS SOLD "AS IS" IN EVERY RESPECT.** Please check zoning, building code violation records, property boundaries, condition of buildings and all local records.
- **THERE ARE NO REFUNDS AND NO SALE CANCELLATIONS AT BUYERS OPTION.**
- **INFORMATION OFFERED ON THE WEBSITE OR IN THE SALE BOOK IS DEEMED RELIABLE BUT IS NOT GUARANTEED.** We suggest reviewing the records of the local ASSESSORS office to be sure that what we are selling is what you think it is. ***We sell by the LEGAL DESCRIPTION ONLY.***
- **YOU SHOULD CONSIDER OBTAINING PROFESSIONAL ASSISTANCE** from land surveyors, property inspection companies or others if you have questions about property attributes.

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

## **PAYING FOR YOUR AUCTION PURCHASES**

- **The full purchase price must be paid in full within 5 business days of the sale.** No purchases can be made on a time-payment plan.
- **NO CASH or PERSONAL CHECKS** will be accepted.
- All payments must be made with a **Credit/Debit Card, Wire Transfer, or by CERTIFIED (cashier's) check.**
- Your sale is NOT final until we've received both your payment and your notarized receipt/buyer's affidavit paperwork. This is due
- When mailing in your paperwork (especially with a certified check), please use a TRACKABLE service like priority mail or FedEx to ensure timely delivery.

## **Bidding Authorization**

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

## **Absentee bidding**

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

**2020 AUCTION SCHEDULE**  
**All Auctions are ONLINE ONLY**

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

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

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

- Clinton
- Livingston
- Shiawassee

## Rules and Regulations

### 1. Registration

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

### 2. Properties Offered

#### A. Overview

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

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

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

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

#### B. Know What You Are Buying

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

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

#### C. Reservations

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

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

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

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

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

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

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

### 3. Bidding

#### A. Overview

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

#### B. Starting Bid Price

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

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

#### C. Bid Increments

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

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

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

#### D. Eligible Bidders

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

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

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

#### E. Absentee Bidding

Absentee bids will be accepted in increments up to the amount that you pre-approve. Absentee bids require a \$1,000 pre-authorization on a major credit card or a \$1,000 deposit before the bid will be accepted. Absentee bids must be submitted 48 hours prior to the date of the auction by calling 1-800-259-7470. An absentee bid form is also available on [www.tax-sale.info](http://www.tax-sale.info). Additionally, absentee bids may be submitted up until one hour before the sale if submitted online.

#### F. Online Bidding

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

#### G. Bids are Binding

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

#### H. Limitations on Bidding

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



## I. Attempts to Bypass These Rules and Regulations

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

## 4. Terms of Sale

### A. Payment

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

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

### B. Refund Checks

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

### C. Dishonored Payment

A buyer whose payment is dishonored for any reason will forfeit, as liquidated damages, any purchase price paid as follows:

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

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

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

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

### D. Eligible Buyers

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

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

- iii. The party is not purchasing, for less than minimum bid, any property in which the party held an interest at the time a judgment of foreclosure was entered against such property nor is the party purchasing property, for less than minimum bid, on behalf of any other party who held such an interest.

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

The FGU **will not issue a deed** and the sale will be canceled if the buyer or any party that the buyer seeks to list on the deed does not meet the eligibility requirements outlined in this section at the time the buyer's bid was accepted, the buyer fails to execute this affidavit, or if any affirmations made in this affidavit are untrue. If the FGU is forced to cancel any sale due to the buyer's noncompliance with this provision, the buyer will be banned from participating at all future land auctions and the buyer will **forfeit the first \$350 paid** on each parcel and any buyer's premium paid as liquidated damages for breach of contract by the buyer. If the buyer is an online or absentee purchaser and no payment has yet been tendered at the time noncompliance is discovered and the sale cancelled, the buyer will forfeit \$350 per cancelled parcel from the \$1000 authorization described in Section 4(A) above up to a maximum of \$1000 as liquidated damages for breach of contract by the buyer. Furthermore, the FGU may pursue **CRIMINAL PERJURY CHARGES** against any buyer who makes a false affirmation on the affidavit required under this or any other provision of these Rules and Regulations.

#### E. Sale to Entities

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

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

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

#### F. Cancellation Policy

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

#### G. Property Transfer Affidavit

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

### 5. Purchase Receipts

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

### 6. Title Being Conveyed

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

### 7. Special Assessments

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

### 8. Possession of Property

#### A. Possession Pending Deed Delivery

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

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

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

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

Buyer may immediately wish to conduct a Baseline Environmental Assessment (BEA) to assess the condition of potentially contaminated properties. More information about BEAs can be found at [http://www.michigan.gov/deq/0,4561,7-135-3311\\_4109\\_4212---,00.html](http://www.michigan.gov/deq/0,4561,7-135-3311_4109_4212---,00.html)

## **B. Occupied Property**

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

## **9. Additional Conditions**

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

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

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

## **10. Deeds**

### **A. Deed Execution and Delivery**

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

### **B. Restrictive Covenants**

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

## **11. Property Taxes & Other Fees**

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

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

## **12. Other**

### **A. Personal Property**

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

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

## **B. Mineral Rights**

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

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

All sales are subject to these Rules and Regulations. Furthermore, additional terms and conditions which apply to one or more specific auction lots may be printed in the auction sale booklets and/or online at [www.tax-sale.info](http://www.tax-sale.info) ("**Additional Terms**"). If such Additional Terms apply, they will be listed under the heading "Additional Terms and Conditions" on the online lot description page and/or in the printed sale book for the lot(s) to which they apply. Such Additional Terms, if existing, shall be considered a part of these Rules and Regulations for the specific auction lots to which they apply. In some cases, the Auctioneer is required to relate certain information orally on the day of sale when it is not possible to include such information in the printed sale booklets or in these Rules and Regulations ("**Oral Terms**"). In such a situation, the Auctioneer will clearly state that they are relating an additional condition of sale which either has not been previously printed or which modifies some portion of these Rules and Regulations. If the Auctioneer makes such a specific announcement, the Oral Terms shall take precedence over these Rules and Regulations where applicable. Finally, additional conditions are included on the printed auction receipt given to the buyer at the time of checkout ("**Terms of Sale**"). All sales are subject to these Terms of Sale as well. These Rules and Regulations, Additional Terms, Oral Terms, and Terms of Sale are intended to be compatible. To the extent that a conflict arises between any of these sources, they shall be interpreted in the following order of priority: Oral Terms, Additional Terms, Terms of Sale, Rules and Regulations.

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

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

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

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

- Shiawassee - DNR

# Michigan DNR Land Sales

## Rules and Regulations

### 1. Registration

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

### 2. Properties Offered

#### A. Overview

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

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

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

#### B. Know What You Are Buying

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

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

#### C. Reservations

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

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

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

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

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

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

### 3. Bidding

#### A. Overview

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

## B. Starting Bid Price

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

## C. Bid Increments

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

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

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

## D. Eligible Bidders

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

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

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

## E. Absentee Bidding

Absentee bids will be accepted in increments up to the amount that you pre-approve. Absentee bids require a \$1,000 pre-authorization on a major credit card or a \$1,000 deposit before the bid will be accepted. Absentee bids must be submitted 48 hours prior to the date of the auction by calling 1-800-259-7470. An absentee bid form is also available on [www.tax-sale.info](http://www.tax-sale.info). Additionally, absentee bids may be submitted up until one hour before the sale if submitted online.

## F. Online Bidding

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

## G. Bids are Binding

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

## H. Limitations on Bidding

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

## I. Attempts to Bypass These Rules and Regulations

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

# 4. Terms of Sale

## A. Payment

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

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

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

## B. Refund Checks

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

## C. Dishonored Payment

A buyer whose payment is dishonored for any reason will forfeit, as liquidated damages, any purchase price paid as follows:

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

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

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

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

## D. Eligible Buyers

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

- i. The party does not directly or indirectly hold more than a *de minimus* legal interest in any property with delinquent property taxes which is located in the county in which the purchased property is located
- ii. The party is not directly or indirectly responsible for any unpaid civil fines for a violation of any ordinance, including but not limited to any ordinance authorized by section 4/ of The Home Rule City Act, 1909 PA 279, as amended, MCL 117.4/, in the local tax collection unit in which the purchased property is located.
- iii. The party is not purchasing, for less than minimum bid, any property in which the party held an interest at the time a judgment of foreclosure was entered against such property nor is the party purchasing property, for less than minimum bid, on behalf of any other party who held such an interest.

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

The DNR **will not issue a deed** and the sale will be canceled if the buyer or any party that the buyer seeks to list on the deed does not meet the eligibility requirements outlined in this section at the time the buyer's bid was accepted, the buyer fails to execute this affidavit, or if any affirmations made in this affidavit are untrue. If the DNR is forced to cancel any sale due to the buyer's noncompliance with this provision, the buyer will be banned from participating at all future land auctions and the buyer will **forfeit the first \$350 paid** on each parcel and any buyer's premium paid as liquidated damages for breach of contract by the buyer. If the buyer is an online or absentee purchaser and no payment has yet been tendered at the time noncompliance is discovered and the sale cancelled, the buyer will forfeit \$350 per cancelled parcel from the \$1000 authorization described in Section 4(A) above up to a maximum of \$1000 as liquidated damages for breach of contract by the buyer. Furthermore, the DNR may pursue **CRIMINAL PERJURY CHARGES** against any buyer who makes a false affirmation on the affidavit required under this or any other provision of these Rules and Regulations.

## E. Cancellation Policy

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



## F. Property Transfer Affidavit

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

## 5. Purchase Receipts

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

## 6. Title Being Conveyed

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

## 7. Special Assessments

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

## 8. Possession of Property

### A. Possession Pending Deed Delivery

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

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

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

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

Buyer may immediately wish to conduct a Baseline Environmental Assessment (BEA) to assess the condition of potentially contaminated properties. More information about BEAs can be found at [http://www.michigan.gov/deq/0,4561,7-135-3311\\_4109\\_4212---,00.html](http://www.michigan.gov/deq/0,4561,7-135-3311_4109_4212---,00.html)

### B. Occupied Property

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

## 9. Additional Conditions

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

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

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

## 10. Deeds

### A. Deed Execution and Delivery

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

## 11. Property Taxes & Other Fees

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

## 12. Other

### A. Personal Property

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

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

### B. Applicability of These Rules and Regulations

All sales are subject to these Rules and Regulations. Furthermore, additional terms and conditions which apply to one or more specific auction lots may be printed in the auction sale booklets and/or online at [www.tax-sale.info](http://www.tax-sale.info) ("**Additional Terms**"). If such Additional Terms apply, they will be listed under the heading "Additional Terms and Conditions" on the online lot description page and/or in the printed sale book for the lot(s) to which they apply. Such Additional Terms, if existing, shall be considered a part of these Rules and Regulations for the specific auction lots to which they apply. In some cases, the Auctioneer is required to relate certain information orally on the day of sale when it is not possible to include such information in the printed sale booklets or in these Rules and Regulations ("**Oral Terms**"). In such a situation, the Auctioneer will clearly state that they are relating an additional condition of sale which either has not been previously printed or which modifies some portion of these Rules and Regulations. If the Auctioneer makes such a specific announcement, the Oral Terms shall take precedence over these Rules and Regulations where applicable. Finally, additional conditions are included on the printed auction receipt given to the buyer at the time of checkout ("**Terms of Sale**"). All sales are subject to these Terms of Sale as well. These Rules and Regulations, Additional Terms, Oral Terms, and Terms of Sale are intended to be compatible. To the extent that a conflict arises between any of these sources, they shall be interpreted in the following order of priority: Oral Terms, Additional Terms, Terms of Sale, Rules and Regulations.

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

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

## Clinton

Lot #	Lot Information	Address	Min. Bid	Sold For
2709	<b>Parcel ID:</b> 050-110-000-017-00; <b>Legal Description:</b> LOT 17 AUTO PARK SUB SEC 33 T5NR2W <b>Comments:</b> Great location and area, this well kept house has newer windows, and roof. Garage is beyond repair <b>Summer Tax Due:</b> \$723.33	553 E SHERIDAN RD LANSING;	\$4500	
2712	<b>Parcel ID:</b> 050-470-000-051-03; <b>Legal Description:</b> E 70 FT OF W 206.5 FT OF LOT 51 SUPERVISORS PLAT OF VALLEY FARMS #1 SEC 33 T5NR2W <b>Comments:</b> Good area, newer roof, siding and windows . Detached 1 car garage Occupied; <b>Summer Tax Due:</b> \$1,097.13	1031 W STATE RD LANSING;	\$10250	
2714	<b>Parcel ID:</b> 061-190-001-013-01; <b>Legal Description:</b> E 44 FT OF LOT 13, BLOCK 1, TILLOTSONS ADD. TO ELSIE DDA <b>Comments:</b> Original storefront on Main street. It appears that there is a lot of required investment to repurpose this building. Nice alley access and parking Obsolete Structure; Roof Issues; <b>Summer Tax Due:</b> \$353.99	119 E MAIN ST ELSIE;	\$3100	
2719	<b>Parcel ID:</b> 120-021-400-018-00; <b>Legal Description:</b> COM 878.54 FT W OF THE SE COR SEC 21, T7N R1W, TH W 150 FT, TH N 293.30 FT, TH E 150 FT, TH S 293.30 FT TO THE POB. NEW 2004 FROM 121-021-400-020-00. DESC CORR 2005 PER CLIFFORD SURVEY. <b>Comments:</b> Nicely wooded and level lot <b>Summer Tax Due:</b> \$111.15	E PARKS RD SAINT JOHNS;	\$2100	
2723	<b>Parcel ID:</b> 150-018-100-130-00; <b>Legal Description:</b> COM 34 RD 10 FT S OF NE CORN SEC 18, T5N R3W, TH RUNN W 13 RDS, S 15 RDS 6 1/2 FT, TH E 13 RDS, TH N 15 RDS 6 1/2 FT TO PL OF BEG <b>Comments:</b> Early 1900s farmhouse that sits right in town with mature trees and has the elementary school in back yard. Looks like it needs work however has newer roof and a detached 2 car garage. 1.2 acres Foundation Issues; <b>Summer Tax Due:</b> \$428.01	13130 WACOUSTA RD GRAND LEDGE;	\$6100	
2724	<b>Parcel ID:</b> 150-212-000-051-00; <b>Legal Description:</b> UNIT 51, PHASE 3, NOTTINGHAM FIELDS CONDOMINIUM SEC 25 T5N R3W <b>Comments:</b> Sight condo lot will need road and utilities installed 60 X 110 Sev Not Accurate; Association Fees; <b>Summer Tax Due:</b> \$164.63	15287 SHERWOOD LANE (VACANT) LANSING;	\$4200	
2725	<b>Parcel ID:</b> 150-212-000-052-00; <b>Legal Description:</b> UNIT 52, PHASE 3, NOTTINGHAM FIELDS CONDOMINIUM SEC 25 T5N R3W <b>Comments:</b> Sight condo lot will need road and utilities installed 60 X 110 Association Fees; Sev Not Accurate; <b>Summer Tax Due:</b> \$164.63	15297 SHERWOOD LANE (VACANT) LANSING;	\$4200	
2726	<b>Parcel ID:</b> 150-212-000-053-00; <b>Legal Description:</b> UNIT 53, PHASE 3, NOTTINGHAM FIELDS CONDOMINIUM SEC 25 T5N R3W <b>Comments:</b> Sight condo lot will need road and utilities installed 60 X 110 Sev Not Accurate; Condo Subdivision "site Condo"; Association Fees; <b>Summer Tax Due:</b> \$164.63	15307 SHERWOOD LANE (VACANT) LANSING;	\$4200	
2728	<b>Parcel ID:</b> 19-20-50-36-202-216; <b>Legal Description:</b> UNIT # 216 HAWK NEST CONDOS <b>Comments:</b> VERY NICE site condo apx 15 years old. Attached 2 car garage . We don't find to many in this condition at our auctions! This Parcel is in a Rental Restrictions Overlay per City of East Lansing therefore it may not be used for a rental property. Personal Property; Condo Subdivision "site Condo"; Association Fees; <b>Summer Tax Due:</b> \$4,089.25	616 BUTEO DR EAST LANSING;	\$16250	

## Livingston

Lot #	Lot Information	Address	Min. Bid	Sold For
5907	<b>Parcel ID:</b> 4705-09-400-028; <b>Legal Description:</b> 05-09-400-028 SEC 9 T3N R3E COMM E 1/4 COR TH S01*E 539.20 FT TO POB. TH S01*E 180.16 FT TH S82*W 258.28 FT TH N01*W 209.20 FT TH N88*E 256.64 FT TO POB. 1.15 AC M/L SPLIT 12-96 FROM 001 <b>Comments:</b> Looks like it may need a new roof soon. Currently occupied Irs Lien - 2020-06-29; <b>Summer Tax Due:</b> \$1,319.48	4363 GREGORY FOWLerville;	\$26250	
5915	<b>Parcel ID:</b> 4707-32-200-023; <b>Legal Description:</b> SEC 32 T3N R5E COM NE COR, TH ALG E LN SD SEC & C/L LATSON RD S0*09'35"W 287 FT TO POB, TH ALG E LN SD SEC & C/L LATSON RD S0*09'35"W 144.89 FT, TH N89*28'16"W 388.76 FT, TH N0*49'38"W 146.54 FT, TH S89*14'03"E 391.3 FT TO POB 1.3 AC M/L PAR A SPLIT 6/93 FROM 018 <b>Comments:</b> Occupied older home on 1.2 Acres with a metal roof and multiple structures <b>Summer Tax Due:</b> \$1,324.34	945 N LATSON HOWELL;	\$7700	
5929	<b>Parcel ID:</b> 4711-12-401-054; <b>Legal Description:</b> SEC. 12 T2N, R5E, "SUBURBAN MOBILE HOME ESTATES" LOT 54 <b>Comments:</b> Occupied and looking pretty rundown <b>Summer Tax Due:</b> \$393.08	1639 GREENMEADOWS DR BRIGHTON;	\$2900	
5931	<b>Parcel ID:</b> 4712-16-100-015; <b>Legal Description:</b> A PT OF THE NW 1/4 OF SEC 16, T2N-R6E, DESC AS: COMM AT THE NW COR OF SEC 16; THE S 00*07'34" E ALG THE W LN OF SAID SEC, 895.00 FT; TH N 89*52'33" E 2506.21 FT TO THE P.O.B.; TH NE'LY 131.70 FT ON AN ARC LEFT, HAVING A CENTRAL ANGLE OF 28*41'32", A RADIUS OF 263.00 FT, AND A LONG CHORD WHICH BEARS N 34*02'16" E 130.33 FT; TH CONT NE'LY 34.15 FT ON AN ARC RIGHT, HAVING A CENTRAL ANGLE OF 39*08'12", A RADIUS OF 50.00 FT AND A LONG CHORD WHICH BEARS N 39*15'37" E 33.49 FT; TH CONT NE'LY 77.37 FT ON AN ARC LEFT, HAVING A CENTRAL ANGLE OF 59*06'26", A RADIUS OF 75 FT, AND A LONG CHORD WHICH BEARS N 29*16'30" E 73.99 FT TO THE N-S 1/4 LN OF SAID SEC 16; TH S 00*22'11" E ALG SAID N-S 1/4 LN, 198.19 FT; TH S 89*52'33" W 131.61 FT TO THE P.O.B., CONT 0.26 AC M/L. PARCEL ADDED TO TAX ROLL ON 10/19/16. IT WAS PREVIOUSLY ASSESSED UNDER PARCEL NUMBER 4712-16-100-008, BUT WAS DISCOVERED IT IS NOT CONTIGUOUS, SO IT WAS GIVEN IT'S OWN PARCEL NUMBER FOR TAX PURPOSES STARTING IN TAX YEAR 2017. <b>Comments:</b> Undeveloped lot at the end of spring grove dr sitting on cul-de-sac <b>Summer Tax Due:</b> \$85.65	SPRING GROVE BRIGHTON;	\$800	
5933	<b>Parcel ID:</b> 4712-29-201-080; <b>Legal Description:</b> SEC 29 T2N, R6E, BRIGHTON GARDENS LAKE COLONY LOTS 80 AND 81 <b>Comments:</b> Nice secluded spot on a dirt road just off of old 23 <b>Summer Tax Due:</b> \$556.08	LARCHMOOR BLVD BRIGHTON;	\$3300	
5934	<b>Parcel ID:</b> 4712-32-101-004; <b>Legal Description:</b> SEC 32, T2N,R6E, BRIGHTON COUNTRY CLUB ANNEX LOT 420. Roads - None Known (Possibly Landlocked); <b>Summer Tax Due:</b> \$31.42	LELAND ST BRIGHTON;	\$500	
5935	<b>Parcel ID:</b> 4712-32-105-009; <b>Legal Description:</b> T2N, R6E, BRIGHTON COUNTRY CLUB LOT 147 <b>Comments:</b> Close to 96 and 23 <b>Summer Tax Due:</b> \$184.26	GLASGOW DR BRIGHTON;	\$1300	
5937	<b>Parcel ID:</b> 4712-33-301-018; <b>Legal Description:</b> T2N, R6E, GRAND RIVER LAKES COLONY LOT 20 SEC 33 <b>Comments:</b> Deep lot in a nice area with 2 older sheds sitting at the back. <b>Summer Tax Due:</b> \$568.66	5907 FELSKE DR BRIGHTON;	\$4400	
5947	<b>Parcel ID:</b> 4715-30-201-177; <b>Legal Description:</b> SEC 30 T1N R5E CRYSTAL BEACH SUB LOTS 612 THRU 615 <b>Comments:</b> Vacant lot with no improved road access. Most likely useful to adjacent neighbors. Roads - Platted Or Easement Known, But Unimproved; <b>Summer Tax Due:</b> \$7.16	MCKINLEY AV HAMBURG;	\$450	
5948	<b>Parcel ID:</b> 4708-27-204-175; <b>Legal Description:</b> SEC 27 T3N R6E HANDY MAXFIELD SHORES PART OF OUTLOT B DESC AS BEG AT E 1/4 COR SEC 27 TH N 2* E 492 FT TO POB TH N2*0'0 E 613 FT; TH N88*01'55 E 108.89 FT; TH N2*0'0 E 5.06 FT; TH N82*02'0 E 90.88 FT; TH S0*01'55W 15.59 FT; TH N88*01'55 E 21.06 FT TH S2*0'0 W 619.74 FT; TH W 220 FT TO POB. <b>Comments:</b> This is a vacant piece of land approx 3.15 acres that is at least partially in Silver Lake. Wetland Indicators; <b>Summer Tax Due:</b> \$127.89	MAXFIELD BLVD HARTLAND;	\$944750	

## Shiawassee

Lot #	Lot Information	Address	Min. Bid	Sold For
9511	<b>Parcel ID:</b> 006-20-100-030; <b>Legal Description:</b> SEC 20, T7N, R2E COM ON C/LN OF DOEPKER ROAD WHICH IS 570.57 FT N ALG W SEC LN & N87°14'35"E 350.93 FT ALG C/LN OF SIMPSON ROAD & N0°11'35"E 985.65 FT ALG C/LN OF DOEPKER ROAD FROM W 1/4 POST OF SEC, N0°11'35"E 175 FT, S89°09'35"W 135 FT, S0°08'25"W 175 FT, N89°09'35"E 134.83 FT TO BEG .5 ACRE <b>Comments:</b> Might have to share this place with whatever is living in it. Hole in the roof, mold, animals, debris but it maybe worth the work in the long run <b>Summer Tax Due:</b> \$258.55	210 DOEPKER RD OWOSSO;	\$3100	
9516	<b>Parcel ID:</b> 007-46-005-012; <b>Legal Description:</b> EVELETH'S SUB. CALEDONIA TWP LOTS 12-13 BLK 5 <b>Comments:</b> Open and about as plain as it gets <b>Summer Tax Due:</b> \$84.18	OWOSSO AVE VACANT OWOSSO;	\$2100	
9520	<b>Parcel ID:</b> 008-19-100-012-01; <b>Legal Description:</b> SEC 19, T7N, R4E COM S00°25'32"W 660 FT FROM NW COR OF SEC 19, S88°48'58"E 331.56 FT (PREV RECD AS S88°41'39"E 331.60 FT), S00°25'32"W 49.75 FT, N88°48'58"W 331.56 FT TO W SEC LN, N TO BEG .3786 ACRES <b>Summer Tax Due:</b> \$7.10	GEECK RD LENNON;	\$550	
9523	<b>Parcel ID:</b> 008-40-019-000; <b>Legal Description:</b> LENNON GREEN ESTATES VENICE TWP LOT 19 <b>Comments:</b> Overgrown with some trees and a trailer. Mobile Home; <b>Summer Tax Due:</b> \$64.05	DURAND RD LENNON;	\$1100	
9535	<b>Parcel ID:</b> 012-74-002-001; <b>Legal Description:</b> WULFF'S, CARL C. ADD - VERNON VILL LOT 1 BLK 2 <b>Comments:</b> Corner lot in Vernon with beautiful landscaping, 2 car garage, hardwood floors, this place could really make someone a nice home <b>Summer Tax Due:</b> \$3,158.87	436 ELM ST VERNON;	\$10750	
9540	<b>Parcel ID:</b> 014-64-001-004; <b>Legal Description:</b> J. A. DAVIS ADD. MORRICE VILLAGE LOT 4 AND S 50 FT OF LOT 3, BLK. 1. <b>Comments:</b> Occupied with a camper parked on the side Occupied; <b>Summer Tax Due:</b> \$1,149.27	318 HOWARD ST MORRICE;	\$5900	
9541	<b>Parcel ID:</b> 015-20-300-003; <b>Legal Description:</b> SEC. 20, T5N, R3E. BEG AT SW COR OF SEC, TH N 240 FT, TH E 140 FT, TH S 240 FT, TH W 140 FT TO BEG. <b>Comments:</b> Undeveloped lot with mature trees <b>Summer Tax Due:</b> \$57.44	COLBY;	\$1600	
9545	<b>Parcel ID:</b> 020-13-039-000-00; <b>Legal Description:</b> CREEK POINTE ESTATES UNIT 39 <b>Comments:</b> Good looking spot in the back corner. <b>Summer Tax Due:</b> \$63.80	332 CREEK POINTE CIRCLE DURAND;	\$1000	
9558	<b>Parcel ID:</b> 050-130-000-023-00; <b>Legal Description:</b> LOT 16 COVENTRY GARDENS <b>Comments:</b> Nice hidden spot on a dead end road with some mature trees <b>Summer Tax Due:</b> \$23.65	ASH ST OWOSSO;	\$600	
9559	<b>Parcel ID:</b> 050-250-000-008-00; <b>Legal Description:</b> LOT 8 OUTLOT 1 LOUISA A GOULDS SUBDIV OF OUTLOT 1 & 4 & BLK 36 & PART OF 35 OF THE VILLAGE OF OWOSSO <b>Comments:</b> This one is gonna need a new everything. There is a hole in the roof above a window that according to the neighbor has been open for about 10 years. Looks like the damage has gone from the second floor all the way into the basement. There is a lot of moisture within this home to the point of warping the wall paneling to be careful with this one its gonna get expensive. <b>Summer Tax Due:</b> \$1,084.67	602 N SHIAWASSEE ST OWOSSO;	\$7300	
9560	<b>Parcel ID:</b> 050-270-000-160-00; <b>Legal Description:</b> LOT 262 & S 1/2 LOT 263 GRAND VIEW ADD INCLUDING 1/2 CLOSED ALLEY <b>Comments:</b> Looks like this one could be up and on the market with some minor renos and a paint job! <b>Summer Tax Due:</b> \$727.74	1130 S SHIAWASSEE ST OWOSSO;	\$3100	
9565	<b>Parcel ID:</b> 050-602-007-005-00; <b>Legal Description:</b> LOTS 2 & 3 BLK 7 M L STEWART & CO'S 2ND ADD <b>Comments:</b> Attached garage, newer roof, nice trees, lots of potential with this one Occupied; <b>Summer Tax Due:</b> TBA	1803 W STEWART ST OWOSSO;	\$20250	

9567	<b>Parcel ID:</b> 050-651-006-011-00; <b>Legal Description:</b> E 1/2 LOT 14 BLK 6 A L WILLIAMS ADD (SHARED DRIVEWAY) <b>Comments:</b> Oof, this place has some issues going on here. Dangerous Building; Condemned; <b>Summer Tax Due:</b> \$674.38	305 GENESEE ST OWOSSO;	\$4500	
9571	<b>Parcel ID:</b> 050-710-001-012-00; <b>Legal Description:</b> PT OF LOT 1 (EXC W 40' OF S 150') BLK 1 J L WRIGHT ADD LYING SWLY OF RR R/W & PT OF LOTS 1-4 BLK 35 GEO T ABREY'S WOOD LAWN PARK ADD ALL OF WHICH LIES SWLY OF RR R/W INC CLSD ALLEYS <b>Comments:</b> Already zoned commercial 268x120 lot on the corner of Corunna ave. and S. Gould. Also has a stop light on the corner could make this a great investment opportunity. <b>Summer Tax Due:</b> \$413.49	915 CORUNNA AV OWOSSO;	\$4200	

## Shiawassee - DNR

Lot #	Lot Information	Address	Min. Bid	Sold For
99322	<b>Parcel ID:</b> Part of 013-28-200-006; <b>Legal Description:</b> COM 758.2 FT W OF NE CORNER; TH W 104.80 FT; S 417.49 FT TO N LINE I-69 R/W (BEING A LINE COM 125.8 FT S OF NE COR S 71D 23' 30 W); TH N 71D 23'30 E 110.58 FT. TO A PT S OF BEG; TH N 382.20 FT TO BEG. <b>Comments:</b> 1.8 ACRES. FRONTAGE ON THE SOUTH SIDE OF BEARD ROAD PARCEL EXTENDS TO THE SOUTH ADJACENT TO I-69 ROW PROPERTY IS MOSTLY SWAMP Dnr Aa; <b>Summer Tax Due:</b> TBA		\$1000	





## 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	
7. Property Identification Number (PIN). If you don't have a PIN, attach legal description. <b>PIN.</b> This number ranges from 10 to 25 digits. It usually includes hyphens and sometimes includes letters. It is on the property tax bill and on the assessment notice.		8. Buyer's (Transferee) Name and Mailing Address	
		9. Buyer's (Transferee) Telephone Number	
<b>Items 10 - 15 are optional. However, by completing them you may avoid further correspondence.</b>			
10. Type of Transfer. <b>Transfers</b> include, but are not limited to, deeds, land contracts, transfers involving trusts or wills, certain long-term leases and business interest. See page 2 for list. <input type="checkbox"/> Land Contract <input type="checkbox"/> Lease <input type="checkbox"/> Deed <input type="checkbox"/> Other (specify) _____			
11. Was property purchased from a financial institution? <input type="checkbox"/> Yes <input type="checkbox"/> No		12. Is the transfer between related persons? <input type="checkbox"/> Yes <input type="checkbox"/> No	
13. Amount of Down Payment			
14. If you financed the purchase, did you pay market rate of interest? <input type="checkbox"/> Yes <input type="checkbox"/> No		15. Amount Financed (Borrowed)	

### EXEMPTIONS

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

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

### CERTIFICATION

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

Printed Name

Signature

Date

Name and title, if signer is other than the owner

Daytime Phone Number

E-mail Address

## Instructions:

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

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

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

## Excerpts from Michigan Compiled Laws (MCL), Chapter 211

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

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

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

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

## Penalties:

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

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