

Public Land Auction

Crawford, Kalkaska, Missaukee, Roscommon

August 6th, 2021

Crawford, Kalkaska, Kalkaska, Missaukee, Roscommon (Dnr), and
Roscommon Counties



Location:

Online
www.tax-sale.info

Time:

Auction: 10:00am to 07:00pm

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



Facebook.com/TaxSaleInfo

There are two ways to bid at our auctions this year:

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

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

CREATE YOUR ACCOUNT TODAY AT [TAX-SALE.INFO](https://tax-sale.info)

Visiting and viewing property BEFORE auction:

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

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

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

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

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

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

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

PAYING FOR YOUR AUCTION PURCHASES

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

Bidding Authorization

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

Absentee bidding

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

2021 AUCTION SCHEDULE
All Auctions are ONLINE ONLY

| | | |
|---|--|---|
| Benzie*, Grand Traverse, Manistee, Wexford | Eastern Upper Peninsula (Alger, Chippewa*, Luce, Delta, Mackinac DNR*, Schoolcraft) | Western Upper Peninsula (Baraga, Dickinson, Gogebic, Houghton, Iron, Keweenaw, Marquette, Menominee*, Ontonagon) |
| 8/2/2021 | 8/3/2021 | 8/4/2021 |
| Antrim, Charlevoix, Otsego | Crawford, Kalkaska*, Missaukee, Roscommon* | Alcona*, Alpena, Montmorency, Oscoda |
| 8/5/2021 | 8/6/2021 | 8/12/2021 |
| Cheboygan, Emmet, Presque Isle | Mason*, Muskegon, Oceana | Clare*, Lake*, Osceola, Newaygo DNR* |
| 8/13/2021 | 8/16/2021 | 8/17/2021 |
| Barry, Kalamazoo, Saint Joseph | Branch, Calhoun | Hillsdale, Jackson |
| 8/18/2021 | 8/19/2021 | 8/20/2021 |
| Monroe | Berrien*, Cass, Van Buren | Isabella, Mecosta*, Montcalm |
| 8/23/2021 | 8/24/2021 | 8/25/2021 |
| Allegan*, Ionia, Kent*, Ottawa | Bay, Gladwin, Midland DNR* | Clinton, Livingston, Shiawassee |
| 8/26/2021 | 8/27/2021 | 8/30/2021 |
| Lapeer, Saint Clair, Tuscola, Huron DNR* | Arenac, Iosco, Ogemaw | Saginaw* |
| 8/31/2021 | 9/1/2021 | 9/2/2021 |
| Genesee* | No Reserve Auction | * = Includes DNR Parcels |
| 9/3/2021 | 10/15/2021 | |

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.

- Crawford
- Kalkaska
- Kalkaska DNR
- Missaukee
- Roscommon

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 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

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

F. Online Bidding

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

G. Bids are Binding

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

H. Limitations on Bidding

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

I. Attempts to Bypass These Rules and Regulations

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

4. Terms of Sale

A. Payment

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

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

B. Refund Checks

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

C. Dishonored Payment

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

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

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

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

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

D. Eligible Buyers

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

- i. The party does not directly or indirectly hold more than a 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 4I of The Home Rule City Act, 1909 PA 279, as amended, MCL 117.4I, in the local tax collection unit in which the purchased property is located.

- iii. The party is not purchasing, for less than minimum bid, any property in which the party held an interest at the time a judgment of foreclosure was entered against such property nor is the party purchasing property, for less than minimum bid, on behalf of any other party who held such an interest.
- 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 **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 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 http://www.michigan.gov/deq/0,4561,7-135-3311_4109_4212---,00.html

B. Occupied Property

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

9. Additional Conditions

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

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

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

10. Deeds

A. Deed Execution and Delivery

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

B. Restrictive Covenants

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

11. Property Taxes & Other Fees

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

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

12. Other

A. Personal Property

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

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

B. Mineral Rights

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

C. Applicability of These Rules and Regulations

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

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

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

E. Absentee Bidding

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

F. Online Bidding

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

G. Bids are Binding

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

H. Limitations on Bidding

The DNR and Auctioneer reserve the right to limit the number of bids placed per auction for any bidder or group of 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 minimal legal interest in any property with delinquent property taxes which is located in the county in which the purchased property is located
- ii. The party is not directly or indirectly responsible for any unpaid civil fines for a violation of any ordinance, including but not limited to any ordinance authorized by section 4/ of The Home Rule City Act, 1909 PA 279, as amended, MCL 117.4/, in the local tax collection unit in which the purchased property is located.
- iii. The party is not purchasing, for less than minimum bid, any property in which the party held an interest at the time a judgment of foreclosure was entered against such property nor is the party purchasing property, for less than minimum bid, on behalf of any other party who held such an interest.
- iv. The party has not been banned or otherwise excluded by the DNR from participation in the public sale and is not owned or controlled by a person or entity that has been banned or excluded.

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

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

E. Cancellation Policy

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

F. Property Transfer Affidavit

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

5. Purchase Receipts

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

6. Title Being Conveyed

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

7. Special Assessments

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

8. Possession of Property

A. Possession Pending Deed Delivery

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

I. Securing the Property

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

II. Assessing Potential Contamination

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

B. Occupied Property

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

9. Additional Conditions

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

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

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

10. Deeds

A. Deed Execution and Delivery

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

11. Property Taxes & Other Fees

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

12. Other

A. Personal Property

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

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

B. Applicability of These Rules and Regulations

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

Crawford

| Lot # | Lot Information | Address | Min. Bid | Sold For |
|-------|--|------------------------------------|-----------|----------|
| 6500 | Parcel ID: 010-14-151-00-059-00; Legal Description: LOT 59 CREEKVIEW #2. Summer Tax Due: \$19.18 | WYNNEWOOD RD GRAYLING MI; | \$447.12 | |
| 6501 | Parcel ID: 010-14-801-00-327-00; Legal Description: LOT 327 WARBLER'S #2. Summer Tax Due: \$21.91 | | \$488.41 | |
| 6502 | Parcel ID: 010-14-803-00-608-00; Legal Description: LOTS 608 & 609 WARBLER'S #4. Summer Tax Due: \$37.93 | | \$563.75 | |
| 6503 | Parcel ID: 020-075-000-026-00; Legal Description: TWIN PEAKES # 1: LOT # 26. Summer Tax Due: \$24.48 | | \$670.30 | |
| 6504 | Parcel ID: 020-075-000-030-00; Legal Description: LOT 30 TWIN PEAKES NO. 1. Summer Tax Due: \$24.48 | | \$590.90 | |
| 6505 | Parcel ID: 031-001-001-007-02; Legal Description: PARCEL 7-B BEING PART OF THE NE/4 OF SEC 1 T28N R4W DESC AS BEG AT A PT LOC DIST S89D38'17W ALONG THE NORTH LINE OF SAID SEC 1 A DIST OF 1268.95' AND S01D11'23E 1309.13' AND S89D45'59W 333.47' FROM THE NE COR OF SAID SEC 1; TH CONT S89D45'59W 333 47'; TH N01D11'06W 326.68'; TH N89D43'59E 333.47'; TH S01D11'15E 326.84' TO THE POB. CONT 2.5 ACRES M/L. SUBJECT OT EASEMENTS OF RECORD. Summer Tax Due: \$110.55 | | \$844.39 | |
| 6506 | Parcel ID: 031-035-012-026-00; Legal Description: PARCEL C-PART OF THE N 1/2 OF THE SE 1/4 OF THE SW1/4 OF SEC 35 T28N R4W COM AT THE S 1/4 COR OF SD SEC TH N 1D04M19S E ALG THE N-S 1/4 LINE 657.87 FTTH S89D32M46S W 766.95 FT TO POB TH CONT S 89D32M46S W 407.00 FT TH N 13D45M E 145.05 FT TH N 38D 54M E 258.00 FT TH N 89D32M46S E 207.75F TH S0D27M14S E 340.00 FT TO POB. 2.6A. Comments: Nice wooded parcel in between Grayling and Fredric. Just over 2 acres. Quiet setting. Would be a nice place for a home. Summer Tax Due: \$142.06 | | \$1205.07 | |
| 6507 | Parcel ID: 032-101-000-028-00; Legal Description: LOT 28 OF UPP NORTHE SUB #1. Summer Tax Due: \$27.97 | | \$639.18 | |
| 6508 | Parcel ID: 032-101-000-106-00; Legal Description: LOT 106 OF UPP NORTHE SUB #1. Summer Tax Due: \$41.97 | | \$711.94 | |
| 6509 | Parcel ID: 032-102-000-152-00; Legal Description: LOT 152 OF UPP NORTHE SUB #2. Summer Tax Due: \$24.48 | | \$620.96 | |
| 6510 | Parcel ID: 032-102-000-170-00; Legal Description: LOT 170 OF UPPNORTHE SUB #2. Summer Tax Due: \$34.98 | | \$675.58 | |
| 6511 | Parcel ID: 032-102-000-178-00; Legal Description: LOT 178 OF UPPNORTHE SUB #2. Summer Tax Due: \$77.37 | | \$881.38 | |
| 6512 | Parcel ID: 032-102-000-186-00; Legal Description: LOT 186 OF UPPNORTHE SUB #2. Summer Tax Due: \$38.49 | | \$693.71 | |
| 6513 | Parcel ID: 040-40-016-03-120-00; Legal Description: PARCEL B: PART OF THE SW/4 OF NE/4 OF SEC 16 T26N R2W COM AT THE NW COR OF THE SW/4 OF NE/4 OF SEC 16; TH N 88 DEG 47 MIN 30 SEC E ALONG THE N/8 LINE 330.6 FT. TO THE POB; TH CONT N 88 DEG 47 MIN 30 SEC E 165.3 FT. TH S 0 DEG 43 MIN 30 SEC E 901.9 FT TO THE NE/LY ROW OF M-72 TH N 68 DEG 17 MIN W 178.65 FT. (ALG SAID ROW) TH N 7 DEG 57 MIN W 254.0 FT. TH N 2 DEG 24 MIN 50 SEC E 581.19 FT TO THE POB. Comments: Parcel on M72, with mobile and two car garage. Mobile home will be removed before sale. Semi wooded, nice setting, close to Grayling. 3 acres. Summer Tax Due: \$513.54 | 2593 E M-72 HWY GRAYLING MI; | \$8042.35 | |

| | | | | |
|------|--|---|-----------|--|
| 6514 | Parcel ID: 040-45-145-00-196-00; Legal Description: LOT 196 AU SABLE WOODS NO 6 SEC 27 T27N R3W. Comments: Semi wooded parcel with uneven terrain and sandy soil. Appears to have a drive carved into berm at roadside. Summer Tax Due: \$70.95 | W JONES LAKE RD GRAYLING MI; | \$752.44 | |
| 6515 | Parcel ID: 040-45-420-05-013-00; Legal Description: LOT 13 BLK 5 KAREN WOODS SUB. Comments: Narrow semi wooded parcel, too small to build on. Grade is at or just below road level. Just outside of Grayling. Unbuildable Lands / Too Small; Summer Tax Due: \$126.51 | LIBBY RD GRAYLING MI; | \$1085.19 | |
| 6516 | Parcel ID: 040-45-420-06-010-01; Legal Description: E1/2 LOT 10 BLOCK 6 KAREN WOODS SUB. Comments: Small parcel with a handful of trees, mostly open, grade higher than road. Terrain pretty level. Unbuildable Lands / Too Small; Summer Tax Due: \$108.46 | ALEX RD GRAYLING MI; | \$981.46 | |
| 6517 | Parcel ID: 040-45-720-00-007-00; Legal Description: LOT 7 PINEWOOD SITES. Summer Tax Due: \$419.09 | 2757 GREENWOOD RD GRAYLING MI; | \$2739.56 | |
| 6518 | Parcel ID: 051-001-004-020-00; Legal Description: PART OF NE 1/4 OF NE 1/4 SEC 1 T25N R4W BEAVER CREEK TOWNSHIP COM AT NE COR OF SD SEC 1 TH S 00 DEG 30'19W ALG E SEC LINE 667FT FOR POB TH CONT S 00 DEG 30'19W 435FT TH S 89 DEG 04'33W 320FT TH N 00 DEG 30'19E 435FT TH N 89 DEG 30'19E 320FT TO POB CONT. 3.20 AC M/L. Comments: Wooded parcel just off 4 mile rd. Easy on off access to I75 and minutes from downtown Grayling. About 3 acres, buildable. Grade is at road level. Summer Tax Due: \$138.60 | | \$1081.24 | |
| 6519 | Parcel ID: 052-520-000-371-00; Legal Description: LOT 371 INDIAN GLENS OF THE AU SABLE UNIT NUMBER 5. Summer Tax Due: \$5.75 | STARLIGHT DRIVE ROSCOMMON MI; | \$463.20 | |
| 6520 | Parcel ID: 064-400-000-110-00; Legal Description: LOT 110 INDIAN GLENS OF THE AU SABLE UNIT NUMBER ONE. Summer Tax Due: \$15.90 | | \$650.34 | |
| 6521 | Parcel ID: 064-480-000-004-00; Legal Description: LOT 4 LINGER LONGER ESTATES. Comments: Wooded parcel with grade higher than road. uneven terrain. Summer Tax Due: \$37.79 | GRAYLING MI; | \$910.86 | |

Kalkaska

| Lot # | Lot Information | Address | Min. Bid | Sold For |
|-------|--|------------------------|-----------|----------|
| 6900 | Parcel ID: 001-383-005-00; Legal Description: THE N 25 FT OF LOT 5 BLK 8 FIRST ADD CLEARWATER BEACH SEC 18 T27N-R5W Summer Tax Due: \$7.27 | | \$875.00 | |
| 6901 | Parcel ID: 002-027-006-15; Legal Description: PART OF THE NE 1/4 SEC 27 T28N-R5W BEG AT THE N 1/4 COR OF SEC 27 TH S 89 DEG 26'13"E ALG THE N LI OF SD SEC 679.88 FT TO THE POB TH S 89 DEG 26'13"E ALG SD N LI 113.34 FT TO THE W'LY SHORE LINE OF LITTLE BLUE LAKE (AKA AS SOUTH BLUE LAKE) TH S 28 DEG 15'59"E ALG SD SHORE LINE AND ALG A MEANDER LI 101.36 FT TH S 47 DEG 34'54"W 80.93 FT TO THE NE'LY ROW LI OF BLUE LAKE RD TH N 52 DEG 21'05"W ALG SD ROW LI 110.96 FT TH CONT ALG SD ROW LI AND ALG ARC OF A 310.52 FT RADIUS CURVE TO THE LEFT 69.16 FT TH N 47 DEG 33'46" E 61.33 FT TO THE N LI OF SD SEC AND THE POB CONT .39 ACRES SUBJ TO EASEMENTS AND RESTRICTIONS OF RECORD Comments: Move in ready outdated cottage or could be home on Little Blue Lake! Home is cinder block with metal roof. Was Grandmas house so it was well taken care of but just outdated. Minor fixes and your own touches and this would be a great place. Also has two car detached garage for all your storage needs. Personal Property; Summer Tax Due: \$1,423.05 | 5789 BLUE LAKE RD NE; | \$5600.00 | |
| 6903 | Parcel ID: 005-010-007-02; Legal Description: PARCEL 1: PART OF THE N 1/2 OF S 1/2 OF SW 1/4 OF NW 1/4 LOT 59 ADAMS CAMPSITES SEC 10 T28N-R6W DESC AS COM AT THE W 1/4 COR OF SEC 10 TH N 0 DEG 16' 43"W 434.60 FT ALG THE W LI OF SEC 10 TO THE POB TH N 0 DEG 16'43"W 228.87 FT ALG SD W LI TH S 89 DEG 10'10"E 489.26 FT TH S 0 DEG 49'50"W 208.25 FT TH S 77 DEG 01'33"W 115.62 FT TH N 76 DEG 05'04"W 112.27 FT TH S 83 DEG 24'33"W 153.90 FT TH N 88DEG 24'03"W 110.59 FT TO THE POB CONT 2.50 ACRES M/L Comments: House looks like a mobile but is actually stick built. Has potential to be something cute again, definitely needs some TLC. Has huge handicap ramp going up to home. Open floor plan with spiral metal staircase going to basement or lower level. Vandalism; Sanitation Issues And Garbage; Personal Property; Summer Tax Due: \$1,066.65 | 8600 CUNNINGHAM RD NE; | \$6200.00 | |
| 6904 | Parcel ID: 005-010-007-50; Legal Description: PARCEL 3: PART OF THE N 1/2 OF S 1/2 OF SW 1/4 OF NW 1/4 LOT 59 ADAMS CAMPSITES SEC 10 T28N-R6W DESC AS COM AT THE W 1/4 COR OF SEC 10 TH N 0 DEG 16' 43"W 331.73 FT TH S 88DEG 59'10"E 654.60 FT TO POB TH N 0 DEG 19'48"W 166.92 FT TH S 89 DEG 04'40"E 654.43 FT TH S 0 DEG 22'50"E 167.97 FT TH N 88 DEG 59'10"W 654.60 FT TO THE POB CONT 2.50 ACRES M/L PARCEL 4: PART OF THE N 1/2 OF S 1/2 OF SW 1/4 OF NW 1/4 LOT 59 ADAMS CAMPSITES SEC 10 T28N-R6W DESC AS COM AT THE W 1/4 COR OF SEC 10 TH N 0 DEG 16' 43"W 331.73 FT TH S 88 DEG 59'10"E 654.60 FT TH N 0 DEG 19'48"W 166.92 FT TO THE POB TH N 0 DEG 19' 48"W 166.92 FT TH S 89 DEG 10'10"E 654.26 FT TH S 0 DEG 22'50"E 167.97 FT TH N 89 DEG 04'40"W 654.43 FT TO THE POB CONT 2.50 ACRES M/L SUBJ TO EASEMENTS AND RESTRICTIONS OF RECORD (EASEMENT GRANT FROM 005-010-008-00) 5 ACRES Comments: Semi wooded vacant acreage. Please note: we previously mentioned structures on this property, but those belong to the neighboring parcel. This parcel is entirely vacant. Summer Tax Due: \$192.52 | | \$1750.00 | |
| 6905 | Parcel ID: 008-300-037-00; Legal Description: LOTS 37-38-39 LITTLE LAKE PLACID SEC 13 SEC 13 T27N-R7W Summer Tax Due: \$114.09 | | \$1300.00 | |
| 6906 | Parcel ID: 010-008-002-15; Legal Description: A PART OF W 1/2 OF NE 1/4 SEC 8 T26N-R7W COM AT N 1/4 COR & RUNNING E 330 FT TO POB: TH CONT E 505 FT TH S 431.30 FT TH W 505 FT TH N 431.30 FT TO POB Comments: Old farm house that has good bones! Needs some repairs, updates and clean up. Would make a really nice house again. Nothing majorly wrong except for the roof over the porch is starting to collapse. Outbuilding or garage close to road more than likely is unsavable. Country setting just outside of Kalkaska. Roof Issues; Personal Property; Summer Tax Due: \$420.40 | 395 GREGG RD SW; | \$3000.00 | |

Kalkaska DNR

| Lot # | Lot Information | Address | Min. Bid | Sold For |
|-------|--|---------|-----------|----------|
| 10014 | <p>Parcel ID: 001-332-001-60; Legal Description: CLEARWATER BEACH SUBDIVISION BLOCK 07: WEST 38 FT OF LOTS 1 2 Comments: FRONTAGE ON THE SOUTH SIDE OF SANDS POINT AVE. (JUST WEST OF THE BEAR LAKE ROAD INTERSECTION) PROPERTY DIMENSIONS ARE 38' (EAST-WEST) X 100' (NORTH-SOUTH) ZONED RESORT RESIDENTIAL THE KALKASKA COUNTY ZONING DEPARTMENT REQUIRES A MINIMUM OF 15000 SQ FEET (0.35 ACRES) AND A LOT WIDTH OF AT LEAST 100 FOOT AT THE BUILDING SITE. THE SUBJECT PROPERTY WOULD NOT MEET ZONING TO BUILD. Dnr Aa; Summer Tax Due: TBA</p> | | \$300.00 | |
| 10015 | <p>Parcel ID: TBD; Legal Description: COMMENCING AT THE WEST 1/4 CORNER OF SECTION 26 TOWN 27 NORTH RANGE 8 WEST KALKASKA TOWNSHIP KALKASKA COUNTY MICHIGAN; THENCE S 87°08'30 E 1317.27 FEET ALONG THE EAST-WEST 1/4 LINE OF SECTION 26 TO THE NORTHEAST COMER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 26; THENCE S 2°36'23 W 1320.52 FEET ALONG THE WEST 1/16 LINE OF SECTION 26 TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 26; THENCE S 87°13'00 E 493.99 FEET ALONG THE SOUTH 1/16 LINE OF SECTION 26 TO THE POINT OF BEGINNING; THENCE S 87°13'00 E 164.66 FEET ALONG SAID SOUTH 1/16 LINE; THENCE S 2°36'20 W 201.33 FEET TO THE CENTERLINE OF SOUTH RIVER ROAD; THENCE N 88°24'22 W 164.69 FEET ALONG SAID ROAD CENTERLINE; THENCE N 2°36'20 E 204.75 FEET TO THE POINT OF BEGINNING. SUBJECT TO RIGHT-OF-WAY FOR SOUTH RIVER ROAD ALONG SOUTHERLY 33 FEET THEREOF. Comments: PARCEL D IN THE DNR SURVEY FRONTAGE ON THE NORTH SIDE OF S RIVER ROAD PROPERTY HAS AN ACTIVE DRIVEWAY TRESPASS SURROUNDED BY THOUSANDS OF ACRES OF STATE OWNED LAND NEAR THE N BRANCH OF THE BOARDMAN RIVER ZONED FOREST RECREATIONAL; SAVING AND EXCEPTING OUT OF THIS CONVEYANCE ALL UNDERGROUND GAS STORAGE RIGHTS Dnr Aa; Dnr Min; Summer Tax Due: TBA</p> | | \$1460.00 | |
| 10016 | <p>Parcel ID: TBD; Legal Description: COMMENCING AT THE WEST 1/4 CORNER OF SECTION 26 TOWN 27 NORTH RANGE 8 WEST KALKASKA TOWNSHIP KALKASKA COUNTY MICHIGAN; THENCE S 87°08'30 E 1317.27 FEET ALONG THE EAST-WEST 1/4 LINE OF SECTION 26 TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 26; THENCE S 2°36'23 W 1320.52 FEET ALONG THE WEST 1/16 LINE OF SECTION 26 TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 26; THENCE S 87°13'00 E 823.32 FEET ALONG THE SOUTH 1/16 LINE OF SECTION 26 TO THE POINT OF BEGINNING; THENCE S 87°13'00 E 164.66 FEET ALONG SAID SOUTH 1/16 LINE; THENCE S 2°36'18 W 192.24 FEET TO THE CENTERLINE OF SOUTH RIVER ROAD AND THE POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 1435.93 FEET AND A CHORD BEARING AND DISTANCE OF S 89°59'19 W 80.44 FEET; THENCE SOUTHWESTERLY 80.45 FEET ALONG THE ARC OF SAID ROAD CENTERLINE CURVE; THENCE N 88°24'22W 84.32 FEET ALONG SAID ROAD CENTERLINE; THENCE N 2°36'19 E 197.91 FEET TO THE POINT OF BEGINNING. SUBJECT TO RIGHT-OF-WAY FOR SOUTH RIVER ROAD ALONG SOUTHERLY 33 FEET THEREOF. Comments: PARCEL F IN THE DNR SURVEY FRONTAGE ON THE NORTH SIDE OF S RIVER ROAD PROPERTY HAS AN ACTIVE DRIVEWAY TRESPASS SURROUNDED BY THOUSANDS OF ACRES OF STATE OWNED LAND NEAR THE N BRANCH OF THE BOARDMAN RIVER ZONED FOREST RECREATIONAL; SAVING AND EXCEPTING OUT OF THIS CONVEYANCE ALL UNDERGROUND GAS STORAGE RIGHTS Dnr Aa; Dnr Min; Summer Tax Due: TBA</p> | | \$1405.00 | |

Missaukee

| Lot # | Lot Information | Address | Min. Bid | Sold For |
|-------|--|--|------------|----------|
| 4200 | Parcel ID: 002-029-001-00; Legal Description: SEC 29 T24N R8W E 1/2 OF N 1/2 OF NE 1/4. 40 A. Comments: 40 Acres of vacant land. Terrain looks to be a mix of trees and grass possibly some low wet areas in the center. Roads - None Known (Possibly Landlocked); Summer Tax Due: \$144.54 | | \$2908.54 | |
| 4201 | Parcel ID: 004-016-012-90; Legal Description: SEC 16 T23N R8W BEG 310 FT S OF NE COR OF SE 1/4 OF NE 1/4, TH S 208.71FT, W 417.42 FT, N 208.71 FT, E 417.42 FT TO POB. 2A. 2006 Split of 004-016-012-15 on 05/16/2006 Comments: 1.8 Acre Parcel is big enough to build on. Enough room to build without remove any of the trees. Terrain is fairly level. Small shed in middle. Personal Property; Summer Tax Due: \$28.09 | | \$969.82 | |
| 4203 | Parcel ID: 005-003-004-00; Legal Description: SEC 3 T21N R6W S 400 FT OF E 400 FT OF NE 1/4. 3.6730 A. Comments: 2+ Acre Corner parcel with chain link fence with barbed wire around the top that appears to be an old cell phone town. Summer Tax Due: \$78.59 | E PROSPER RD FALMOUTH; | \$1718.43 | |
| 4204 | Parcel ID: 006-010-013-00; Legal Description: SEC 10 T23N R5W BEGINNING AT NE CORNER OF W 1/2 OF NE 1/4, PROCEED S ON THE E 1/8 LINE 30 RDS TO POB, TH S'LY ON SAID 1/8 LINE 5 RDS, TH W'LY 16 RDS, TH N'LY 5 RDS, TH E'LY 16 RDS TO POB EXC THE N 12 FT THEREOF. .4273 A. Comments: Run down cottage or small home. could be saved Roof Issues; Summer Tax Due: \$276.19 | 4859 N BLAISDELL RD MERRITT; | \$1957.31 | |
| 4205 | Parcel ID: 007-500-002-00; Legal Description: LOT 2 SHAH ACRES. Comments: Smaller vacant parcel with some White Pines and Oaks. Summer Tax Due: \$36.01 | | \$896.12 | |
| 4206 | Parcel ID: 012-014-005-00; Legal Description: SEC 14 T22N R7W S 10 AC OF W 1/2 OF NW 1/4 EXC S 264 FT OF W 670 FT THOF. 5.9394A. Comments: 5+ Acre Wooded Parcel that sits back off of road, with small strip of land to get to main piece. Summer Tax Due: \$75.77 | S VANDERMEULEN RD LAKE CITY; | \$1730.03 | |
| 4207 | This lot is a "bundle" comprised of 2 parcels (1 of 2) Parcel ID: 012-305-009-00; Legal Description: SEC 9 T22N R7W LOT 9 BLK 5 HOMEACRES SKYRANCH. Comments: Smaller HUD doublewide modular home and with an added on three season room and garage. also comes with vacant corner parcel. Close to Home Acres Sky Ranch Airport. Note: This home is currently being cleaned out and will be vacant by the auction date. We'll update this listing with interior photos when available. DISCLAIMER: This home was the location of a recent suicide. The home has been disinfected and cleared of the visual results of that, however it still needs a thorough cleaning. (2 of 2) Parcel ID: 012-305-010-00; Legal Description: SEC 9 T22N R7W LOT 10. BLK 5. HOMEACRES SKYRANCH. Summer Tax Due: \$486.86 | 1449 TAXIWAY ALPHA LAKE CITY; 1449 TAXIWAY ALPHA LAKE CITY; | \$20261.32 | |
| 4209 | Parcel ID: 013-005-002-80; Legal Description: SEC 5 T21N R8W THAT PART OF PCL E AS SHOWN IN BOOK OF SURVEYS S-1 PP 397-402 INCL LYING W'LY OF C/L OF SHOWN EASEMENT. 7.0443A. Comments: 7+ Acres w/ Older Mobile single wide home. Appears to have roof issues as there is a tarp draped over part of the roof. Roof Issues; Occupied; Mobile Home; Summer Tax Due: \$182.93 | 10410 S EVERETT TRL MCBAIN; | \$3166.36 | |

Roscommon

| Lot # | Lot Information | Address | Min. Bid | Sold For |
|-------|--|--------------------------------------|-----------|----------|
| 5300 | Parcel ID: 001-350-007-0000; Legal Description: LOT 7 KIRTLAND HEIGHTS. Comments: Vacant lot located located in rural subdivision. Year round access with paved roads. Summer Tax Due: \$16.63 | S; | \$835.89 | |
| 5301 | Parcel ID: 001-600-102-0000; Legal Description: LOT 102 RUNNING DEER ESTATES. Comments: Vacant lot located in rural subdivision. Improved and paved roads giving year road access. Summer Tax Due: \$16.63 | | \$835.89 | |
| 5302 | Parcel ID: 002-100-002-0230; Legal Description: 222 S 60 FT OF N 785 FT OF W 25 FT OF LOT 2 & S 60 FT OF N 785 FT OF E 1/2 OF LOT 3 ARTHUR'S SPRINGBROOK SUBD. Summer Tax Due: \$19.52 | STEPHENS STREET PRUDENVILLE; | \$648.89 | |
| 5303 | Parcel ID: 003-245-006-0000; Legal Description: LOT 6 DEER TRACK SUBD. Comments: Vacant lot located on parcel with paved roads. Several homes are located within the area in quiet urban subdivision. Summer Tax Due: \$27.32 | VACANT HOUGHTON LAKE; | \$727.03 | |
| 5304 | Parcel ID: 003-245-022-0000; Legal Description: LOTS 22, 23 & 24 DEER TRACK SUBD. Summer Tax Due: \$79.05 | VACANT HOUGHTON LAKE; | \$1015.59 | |
| 5305 | Parcel ID: 003-321-572-0000; Legal Description: LOT 572 HOUGHTON BEACH SUBD. 115 BURRILL DR Comments: Vacant home on clear lot with detached garage. Vinyl siding and architectural shingle roof. Property is located within short drive of lake and is located on paved road. Personal Property; Summer Tax Due: \$740.00 | 115 BURRILL DR PRUDENVILLE; | \$6440.66 | |
| 5306 | Parcel ID: 003-321-608-0000; Legal Description: LOT 608 HOUGHTON BEACH SUBD. Comments: This home is located near a major lake nestled away in a rural subdivision. Full access year round on paved roads. Vinyl and gable roofing located on a slab with attached garage. Occupied; Summer Tax Due: \$166.18 | 226 COTTAGE DR PRUDENVILLE; | \$5244.54 | |
| 5307 | Parcel ID: 003-790-016-0000; Legal Description: LOT 16 WOODLAND HILLS. Summer Tax Due: \$28.03 | WINDSOR DR VACANT PRUDENVILLE; | \$719.03 | |
| 5308 | Parcel ID: 004-282-066-0000; Legal Description: LOT 66 JOHNSTON HAVEN 2. Summer Tax Due: \$75.39 | CAROLYN/NANCY SUE ROSCOMMON; | \$1857.85 | |
| 5309 | Parcel ID: 005-560-023-0000; Legal Description: 11708 N CENT DR PART OF OUTLOT A PLEASANT ACRES AT NE COR TH S ON E LINE 650 FT FOR POB TH S ON E LINE 100 FT TH N 88 DEG 23' W 74.4 FT TH N 50 DEG 20' W 183 FT TH N 39 DEG 40' E 100 FT TH S 57 DEG 56'E 180.6 FT TO POB. 11708 N CENTRAL DR #B Comments: This home sits on approx 0.53 Acres on N Central Dr. What you are looking at is actually a mobile home (older but generally sound) with an addition off of each side. One having a utility room, garage and spare bedroom. The other is a family room/mudroom with a walkout deck. There are roof issues on the overall additions but seem to be fine over the mobile home portion. I did not inspect between trusses and mobile home roof. Overall needs lots of work but could be put together pretty nice. Large gambrel roof shed in the backyard. Lots of shade and ferns and no grass so to speak. Roof Issues; Sanitation Issues And Garbage; Mold; Dangerous Building; Summer Tax Due: \$153.35 | 11708 N CENTRAL DR ROSCOMMON; | \$3369.27 | |
| 5310 | Parcel ID: 006-033-016-0290; Legal Description: COM 447.5 FT N & 25 FT E OF SW COR SEC 33 T23N R4W FOR POB TH N 200 FT TH E 104.4 FT TH S 200 FT TH W 104.4 FT TO POB PARCELS A & B. Comments: Vacant home nestled on a corner lot. Roof issues including lifting and moss issues as well as peeling paint located on exterior. Log siding and vinyl located in several areas located on crawl space with attached garage, Roof Issues; Personal Property; Summer Tax Due: \$632.13 | 144 NOTTINGHAM HOUGHTON LAKE; | \$4855.83 | |

| | | | | |
|------|---|---|------------|--|
| 5311 | Parcel ID: 006-190-001-0000; Legal Description: LOT 1 CLOVERLEAF SUBD. Comments: Set near accessible paved road this vacant land offers the huge benefit of being near some on Michigan's premiere lakes. No major improvements down, however is easily accessibly year round via paved roads. Summer Tax Due: \$46.20 | NORTHWAY & LESTER HOUGHTON LAKE; | \$788.08 | |
| 5312 | Parcel ID: 006-221-043-0000; Legal Description: LOT 43 GOLDEN BEACH ANNEX. Comments: Beautiful lake front property located in residential area. One story residential home with attached garage and vinyl siding. Great exterior condition and is currently occupied. Located on a slab with beautiful view's. Personal Property; Occupied; Summer Tax Due: \$2,693.42 | 202 SIEBERT DR HOUGHTON LAKE; | \$16119.19 | |
| 5313 | Parcel ID: 007-027-002-0120; Legal Description: BEG AT NE COR OF E 1/2 OF NW 1/4 OF NW 1/4 OF NE 1/4 TH S 300 FT FOR POB TH W 165 FT TH S 60 FT TH E 165 FT TH N 60 FT TO POB PART OF E 1/2 OF NW 1/4 OF NW 1/4 OF NE 1/4 SEC 27 T24N R4W. Summer Tax Due: \$196.97 | 8365 LEVERETT ROAD ROSCOMMON; | \$1905.20 | |
| 5314 | Parcel ID: 007-350-650-0000; Legal Description: LOT 650 HILLCREST. Comments: This Approx 0.11 acre vacant lot sits on a partially improved (dirt) section of Clearview Dr. Summer Tax Due: \$44.76 | ROSCOMMON; | \$885.58 | |
| 5315 | Parcel ID: 007-600-004-0000; Legal Description: LOT 4 BLK 80 3RD ADD TO MICH CENTRAL PARK. Summer Tax Due: \$6.36 | ROSCOMMON; | \$607.86 | |
| 5316 | Parcel ID: 008-385-032-1000; Legal Description: LOTS 32 & 33 HIGGINS HOUGHTON HIGHLANDS Comments: This roof-over mobile sits on approx 0.67 Acres. Occupied Mobile home with addition and roof Not sure if occupied only by dogs and cats or by people but electricity is on and there is a car in driveway. One way in one way out street with mostly small northern cabins and houses. Wooded and shaded neighborhood with lots of foliage and ferns. Sanitation Issues And Garbage; Personal Property; Beware Of Dog; Animal Damaged; Occupied; Dnvi; Summer Tax Due: \$389.12 | 118 SHADY GROVE LN ROSCOMMON; | \$4253.64 | |
| 5317 | Parcel ID: 008-430-469-0000; Legal Description: LOT 469 HIGGINS LAKE FOREST ESTATES #3. Summer Tax Due: \$66.25 | | \$939.13 | |
| 5318 | Parcel ID: 008-490-008-0000; Legal Description: LOT 8 ASSESSORS PLAT OF LAKESHORE Comments: Approx 0.14 Acre lot with a ranch home on E Houghton Lake Dr. We do not believe the home is occupied currently, but personal belongings are still in the home and yard. Just down the street from Houghton Lake! Personal Property; Summer Tax Due: \$283.24 | 6099 E HOUGHTON LAKE DRIVE HOUGHTON LAKE; | \$5279.59 | |
| 5319 | Parcel ID: 008-882-061-0000; Legal Description: LOT 61 WOODLAND ACRES #2. Summer Tax Due: \$94.85 | | \$1290.14 | |
| 5320 | Parcel ID: 010-241-003-0000; Legal Description: LOT 3 CAMERON PLAT. Summer Tax Due: \$26.58 | CAMERON ROAD SAINT HELEN; | \$726.89 | |
| 5321 | Parcel ID: 010-327-009-0320; Legal Description: N1/2 OF SW1/4 OF NW1/4 OF NW1/4 OF NE1/4 OF SW1/4 SEC 27 T23N R1W Comments: This single story home on Apache Rd sits on 0.33 acres. Not too much to say about this one, all in one room minus the bathroom and utility room. Built on a slab this little cabin isn't going anywhere! Retro appliances and fitted for a small place to get away to. Yard is generally shaded and the street is a gravel one lane. Personal Property; Mold; Summer Tax Due: \$95.62 | 1460 APACHE ROAD SAINT HELEN; | \$2573.93 | |

| | | | | |
|------|---|--|-----------|--|
| 5322 | Parcel ID: 010-327-015-0050; Legal Description: PART OF S 1/2 OF NE 1/4 OF SE 1/4 OF SW 1/4 SEC 27 T23N R1W BEG AT NE COR TH S 89 DEG 46' W 122.3 FT ON N LINETH S 0 DEG 02' E 82.6 FT TH N 89 DEG 46'E 122.3 FT TO 1/8 LINE TH N 0 DEG 02' W 82.6 FT TO POB. Comments: This is a single story home on Mosher Dr in Saint Helen sitting on approx 0.23 acres. One story Home built on a crawlspace. My guess would be Major roof repair. Ceilings inside are caving in and it's only going to get worse. Right now this place is very salvageable. On the corner of 2 dead-end streets (One lane dirt) this could be a cute little Northern getaway. Or a really good snowmobile/atv air bnb! Sanitation Issues And Garbage; Roof Issues; Mold; Dnvi; Dangerous Building; Summer Tax Due: \$201.32 | 201 MOSHER DR SAINT HELEN; | \$2847.44 | |
| 5323 | Parcel ID: 010-335-005-0225; Legal Description: S 1/2 OF W 1/2 OF SE 1/4 OF SW 1/4 OF NE1/4 OF NW 1/4 SEC 35 T23N R1W. Comments: This approx 0.53 acre lot has a mobile home on it. Lot is nice, not so much for the mobile home. Caved in roof probably irreparable. Quiet neighborhood with one lane dirt roads. Did not go inside due to roof. Last 2 pictures show caved roof, kind of. Mobile Home; Personal Property; Roof Issues; Dangerous Building; Dnvi; Summer Tax Due: \$80.19 | 762 HESS ROAD SAINT HELEN; | \$2731.82 | |
| 5324 | Parcel ID: 010-526-034-0000; Legal Description: LOT 34 POWERS PARK. Comments: Cottage home located in quite subdivision. Paved roads give full access year round. Located on crawl space with gable roof and vinyl siding Personal Property; Occupied; Summer Tax Due: \$232.32 | 10180 BEVERLY DRIVE SAINT HELEN; | \$6259.04 | |
| 5325 | Parcel ID: 010-570-007-0000; Legal Description: LOT 7 ST HELEN HAVEN. Summer Tax Due: \$5.65 | HARBOR COURT SAINT HELEN; | \$951.04 | |
| 5326 | Parcel ID: 010-570-008-0000; Legal Description: LOTS 8 & 9 ST HELEN HAVEN. Summer Tax Due: \$12.52 | HARBOR COURT SAINT HELEN; | \$785.36 | |
| 5327 | Parcel ID: 010-655-020-0000; Legal Description: LOT 20 WELCH SUBD. Comments: Small home located on paved roads with vinyl siding. Gable roof with architectural shingle. Chimney has damage and brick is currently crumbling. Small lot that needs some tlc and detached garage that could also use some work. Personal Property; Summer Tax Due: \$156.26 | 1905 SANFORD ST SAINT HELEN; | \$3255.10 | |
| 5328 | Parcel ID: 011-202-012-0230; Legal Description: COM 672.8 FT S & 33 FT E OF NW COR OF LOT 3 SEC 2 TH E 77 FT TH S 30 FT TH W 77 FT TH N 30 FT TO POB PART OF GOVT LOT 3 SEC 2 T22N R4W .06A Comments: Vacant land with no road access. Roads - None Known (Possibly Landlocked); Summer Tax Due: \$15.25 | R.O.W. HOUGHTON LAKE; | \$844.16 | |
| 5329 | Parcel ID: 011-202-012-0255; Legal Description: COM 732.8FT S & 33FT E OF NW COR LOT 3 SEC 2 FOR POB TH N30FT TH E 77FT TH S30 FT TH W 77FT TO POB - PART OF GOVT LOT 3 SEC 2 T22NR4W Comments: Vacant land with no road access. Roads - None Known (Possibly Landlocked); Summer Tax Due: \$16.89 | R.O.W. HOUGHTON LAKE; | \$859.11 | |
| 5330 | Parcel ID: 011-205-001-0380; Legal Description: COM AT NW COR OF NE 1/4 OF NE 1/4 TH E ON N SEC LINE 31 1/2 RDS TH S 20 RDS FOR POB TH E PARALLEL WITH N SEC LINE 12 1/2 RDS TH S 13 RDS TH W 12 1/2 RDS TH N 13 RDS TO POB, PART OF NE 1/4 OF NE 1/4 SEC 5 T22N R4W. 1 A. Comments: Vacant lot located in residential neighborhood. Hunting shacks located near lot. Parcel is located in residential neighborhood with utilities located near by. Lot is privately located on dirt road. Summer Tax Due: \$85.69 | LONE PINE HOUGHTON LAKE; | \$1135.54 | |
| 5331 | Parcel ID: 011-450-055-0000; Legal Description: COLUMBUS AVE LOT 54 EXC E 10 FT THEREOF & LOTS 55 & 56 LAKEVIEW HEIGHTS. Comments: Small trailer located on lot. Serious TIC or total tear down with collapsing roof. located on paved road near major lake. Mobile Home; Sanitation Issues And Garbage; Personal Property; Summer Tax Due: \$334.80 | 119 COLUMBUS HOUGHTON LAKE; | \$3231.52 | |
| 5332 | Parcel ID: 011-485-007-0000; Legal Description: MCCLELLAN BLVD 48629 LOT 7 NOTTINGHAM FOREST. Comments: Vacant Lot. Summer Tax Due: \$64.80 | 206 MCCLELLAN HOUGHTON LAKE; | \$7734.27 | |

| | | | | |
|------|--|---|-----------|--|
| 5333 | Parcel ID: 011-499-061-0000; Legal Description: UNIT #61 QUESTVIEW ESTATES CONDOMINIUM Condo Subdivision "site Condo"; Association Fees; Summer Tax Due: \$130.98 | KNAPP RD HOUGHTON LAKE; | \$1515.39 | |
| 5334 | Parcel ID: 011-541-751-0000; Legal Description: LOT 751 SOUTH HOUGHTON LAKE FOREST ESTATES. Comments: This is a single story ranch home on Tower Hill Rd. Little northern Michigan cabin T1 siding and lots of shade in the yard. This two bedroom cabin with an attached garage is in need of restoration but generally overall not too bad. Some water damage in the rooms by the garage but none seen in the house. Built on a block crawlspace I did not locate water source but there is a mound of dirt in the front yard that could be hiding a well head. Fix her up and move on in. Close to town and on a main road. Dnvi; Personal Property; Mold; Summer Tax Due: \$565.92 | 3476 TOWER HILL RD HOUGHTON LAKE; | \$3681.49 | |

Roscommon DNR

| Lot # | Lot Information | Address | Min. Bid | Sold For |
|-------|--|---------|----------|----------|
| 10096 | Parcel ID: 004-003-021-0021; Legal Description: NE1/4 OF NE1/4 ALL THAT PART OF NE1/4 OF NE1/4 WHICH LIES SW'LY OF I-75 R/W LINE; MORE FULLY DESCRIBED AS: ALL THAT PART OF THE NE 1/4 OF THE NE 1/4 OF SECTION 3 WHICH LIES SW'LY OF A LINE DESCRIBED AS: COMMENCING AT THE N 1/4 CORNER; TH S 88D 52' 22 E A DISTANCE OF 188.95 FT TO A POINT ON THE SURVEY LINE OF THE NORTHBOUND ROADWAY OF I-75; TH S 28D 11' 52 E ALONG THE SURVEY LINE OF SAID NORTHBOUND ROADWAY A DISTANCE OF 6.63 FT TO THE SURVEY LINE OF M-76 AND M-18; TH N 88D 38' 22 W ALONG SAID SURVEY LINE OF M-76 AND M-18 A DISTANCE OF 1210.00 FT TO THE POINT OF BEGINNING; TH S 01D 21' 38 W A DISTANCE OF 100 FT; TH S 57D 16' 18 E A DISTANCE OF 57.63 FT; TH S 01D 21' 38 W A DISTANCE OF 370.0 FT; TH S 56D 10' 35 E A DISTANCE OF 1772.11 FT; TH S 50D 09' 21 E A DISTANCE OF 1170.68 FT; TH S 28D 11' 52 E A DISTANCE OF 200 FT TO A POINT OF ENDING. Comments: LANDLOCKED; SMALL TRIANGULAR PARCEL ON THE WEST SIDE OF I-75 Dnr Aa; Summer Tax Due: TBA | | \$300.00 | |
| 10097 | Parcel ID: 003-495-199-0000; Legal Description: LA MONA BEACH SUBDIVISION LOT 199 Comments: SMALL TRIANGULAR PIECE OF LAND WITH FRONTAGE ON OSAGE AND ALGONQUIAN STREETS; FORESTED; DIMENSIONS ARE APPROX ~52' X 63' X 56' Dnr Aa; Summer Tax Due: TBA | | \$450.00 | |
| 10098 | Parcel ID: 010-323-009-0020; Legal Description: PART OF NE1/4 OF SW1/4 LYING N OF MC RR Comments: FRONTAGE ON THE NW CORNER OF CENTRAL DRIVE AND CEDAR CREEK ROAD SMALL AND FORESTED UTILITY BOX ON THE PARCEL Dnr Aa; Summer Tax Due: TBA | | \$865.00 | |

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

EXEMPTIONS

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

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

CERTIFICATION

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

Printed Name

Signature

Date

Name and title, if signer is other than the owner

Daytime Phone Number

E-mail Address

Instructions:

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

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

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

Excerpts from Michigan Compiled Laws (MCL), Chapter 211

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

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

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

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

Penalties:

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

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