DNR LAND SALES: TERMS AND CONDITIONS

1. PROPERTIES OFFERED - These properties are subject to any state, county or local zoning or building ordinances. The State of Michigan does not guarantee the usability or access to any of these lands. It is the responsibility of prospective purchasers to do their own research as to the use of the land for their intended purpose and to make a personal inspection of the property on the ground to determine if it will be suitable for the purposes for which it is being purchased. The State of Michigan makes no representations or claims as to fitness for purpose, access to property, conditions, covenants, or restrictions.

   The properties are sold by their LEGAL DESCRIPTION ONLY. (Subdivision name and Lot number, or Metes and Bounds measured description). While effort is 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. PLEASE DO YOUR RESEARCH THOROUGHLY AND CAREFULLY.

   Some properties may not have access to a public road. Purchasers other than the adjacent owner must make their own arrangements for access to the property.

   All parcels are sold "as is where is" and there are NO REFUNDS.

2. MINIMUM BID PRICE - The minimum bid prices are as shown. No sales can be made for less than the minimum bid price indicated.

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

3. TITLE BEING CONVEYED - Quit-claim deeds will be issued conveying only such title as controlled by the State. If a buyer desires to obtain a preliminary commitment for title insurance or title insurance to the land, then shall be the responsibility of the buyer to obtain such commitment or insurance and to pay for the same. The State makes no representation as to the availability of title insurance and the unavailability of title insurance is not grounds for canceling the sale. The purchaser may incur legal costs for quiet title action to satisfy the requirements of title insurance companies in order to obtain title insurance.

4. RESERVATIONS - Pursuant to statutes, deeds issued may contain some or all of the following reservations and stipulations:

   a. 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, as amended.

   b. 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. At the discretion of the State of Michigan, parcels will be offered on a case by case basis with this same restriction, or may be subject to reservation of all oil, gas, mineral and other subsurface rights. Reservation of subsurface rights will be noted at the end of the legal description(s) of property.

   c. 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.

5. PROPERTY TAXES - All property taxes that become due and payable after the auction will be the responsibility of the purchaser.

6. POSSESSION OF PROPERTY – It is recommended that no purchaser take physical possession of any property until a deed has been executed and delivered to the purchaser. No activities should be conducted on the site other than a baseline environmental assessment for contamination investigation purposes.

DNR LAND SALES: TERMS AND CONDITIONS (CONTINUED)

7. CONDITIONS – The purchaser accepts the premises in its present "as is" condition, and releases the State of Michigan and its departments, agencies, officers, employees and agents 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.

8. All offered properties may be subject to flooding. Any new construction or reconstruction should be elevated above the 100-year flood plain. Also, any filling, dredging or other permanent construction below the ordinary high-water mark of the water body involved may be subject to the provisions of 1994 Public Act 451, as amended by Part 91 and Public Act 60 of 1995. Any earth change on the property may be subject to the provisions of 1994 Public Act 451, as amended by Part 301 and Public Act 59 of 1995. These properties may also be subject to Part 303 of Public Act 451 of 1994.

9. A person who acquires property that is contaminated (a "facility" pursuant to Section 20101(1)(l) of the Natural Resources and Environmental Protection 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 the NREPA, the person(s) responsible for an activity causing a release at the property is obligated to pursue response activities at the property. Consequently, the non-liable purchaser may be required to provide access to a 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 which 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, we recommend that a person who is interested in acquiring surplus State property contact an attorney or an environmental consultant for advice prior to the acquisition of any surplus State property that may be contaminated.

   Anyone interested in purchasing contaminated parcels may contact the Michigan Department of Natural Resources at 1-800-662-9278 for possible information regarding environmental concerns on any of these properties.