



**Fair View Corners Convenience Store
&**

Alcohol License Auction

1885 Dansville Rd, Mason, MI 48854

Online Only Multi-Par

Absolute

Real Estate &

License Auction

BIDDER'S PACKET

Questions?

Bob Howe, Auctioneer 517-927-5028

Brad Stoecker, Auctioneer/Broker 734-320-9627

ABSOLUTE AUCTION

Commercial Real Estate, Liquor License, and Beer & Wine License

*****ONLINE BIDDING ONLY*****

1885 Dansville Road, Mason, MI 48854



Online Bidding Closes: Wednesday, June 20, 2018 1:00 PM

Open House - Thursday, June 7 3-6 PM

Features:

- 3,840 Sq. Ft Commercial Building
- 23' x 12' Walk-In Cooler
- Single Phase 200 Amp Service
- Private Well and Septic System
- Security Camera System
- Michigan SDD Package Liquor License
- Michigan SDM Beer & Wine License
- High Traffic Location

Real Estate and Licenses will be sold via multi-par online auction.

For Bidder Packet and Online Auction Details Please Contact Us:

www.EpicAuctionsAndEstateSales.com

Bob Howe: 517-927-5028 or EpicAuctions1@gmail.com

Brad Stoecker: 734-320-9627 or Brad.EpicAuctions1@gmail.com



Real Estate and Alcohol License

Auction Terms

Bidding Soft Closes at 1 PM, June 20, 2018

Commonly referred to as: **1885 Dansville Road, Mason, MI 48854**

The selling price of the real property, Liquor License, and Beer & Wine License shall be determined by competitive bidding via online only absolute multiple parcel "multi-par" auction.

General Terms

- It is the Bidder's responsibility to read and fully understand all Terms and Conditions and property information prior to bidding.
- This auction is to be conducted by Epic Auctions and Estate Sale, Inc. hereinafter referred to as Auctioneer or Auction Company, on behalf of the owners of the property, hereinafter referred to as Seller.
- The terms Bidder and Buyer shall be defined as the individual or any company representing or represented by that individual, including any and all of its agents, employees, representatives, officers, owners, members, or directors.
- Auctioneer is not responsible for acts or representations of Seller.
- This is a cash only sale with no contingencies for financing, appraisal, repairs, or inspections
- Bidder is expected to have any needed pre-approvals in place for a mortgage, if necessary, prior to bidding.
- Auctioneer reserves the right to update the Terms and Conditions and any property information at any time. Those will be effective upon posting.
- The act of bidding shall constitute Bidder's acceptance of these Terms and Conditions in whole and individually. In the event that any individual Term or Condition is later found to be unenforceable, Bidder agrees that all remaining Terms and Conditions remain valid and in full effect.
- Seller will provide, at their expense, an Owner's Policy of Title Insurance and will execute a warranty deed conveying the property to Buyer at closing.
- Epic Auctions and Estate Sale, Inc., Auctioneer Robert Howe, Jr., and Auctioneer/Broker Bradley A. Stoecker are acting solely in the role of Seller's Agent. They are not acting as Agents of any potential Buyer and owe no fiduciary responsibility to anyone other than the Seller.
- Auction Company reserves the right to end this auction and cancel all existing bids at any time prior to the conclusion of the auction for any reason.
- All bidders are encouraged to attend an Open House to inspect the property to their full satisfaction. If the Bidder isn't satisfied with the condition of the property or they have any reservations about the bidding process, they are encouraged to discuss this with the auctioneer until they are satisfied, or refrain from the process of bidding.
- The information provided in auction advertisements and bidder information packets was obtained from sources believed by Auction Company and Seller to be accurate but is subject to verification by any and all parties relying on such information. No liability for its accuracy, errors, or omissions is assumed by Auction Company or Seller.

Real Property Information

- All properties are sold subject to any and all existing matters of record, all easements, and local zoning regulations.
- This property is sold “as-is” with no expressed or implied warranty provided by either Auctioneer or Seller.
- Specific property information is available either at the Epic Auctions and Estate Sales website or via email by request. Please read the property information on the listing and request a Bidder Information Packet from the Auction Company.
- Auction Company assumes no liability or responsibility for any defects or deficiencies of the property, either known or not known by Seller.
- Bidder is expected to read and understand all available information regarding the property and to perform their own due diligence to be fully informed about the property prior to bidding.

Liquor and Beer & Wine License Information

- Bidder/Buyer warrants that they are the proper person to be a holder of either an SDD Liquor License and/or SDM Beer and Wine license under the rules and regulations of the State of Michigan Liquor Control Commission and under applicable laws and that a transfer of either License will not be refused for any reason attributable to Bidder/Buyer.
- It is Buyer's responsibility to determine prior to the auction if either license can be transferred to the location of their choice.
- If the transfer of the license is refused for any reason attributed to Bidder/Buyer, there will be no refund or return of the monies that Bidder/Buyer has paid to Seller for the license and Bidder/Buyer is still required to close on the real property (if they were the accepted high bidder).
- **Buyer agrees to sign the Purchase Agreement and submit the full purchase price for the license(s) in certified funds to the Auction Company within 24 hours of the end of the auction in the form of either a certified bank check or wire transfer.**
- In order to facilitate collecting the funds for the licenses within 24 hours, we need to split the value of the licenses from the real estate which will close at a later date. The price of the license(s) will be deducted from the value of the real estate if it sells in any combination. We will use the following method to determine the final purchase price:
 - If either license is sold separate from the real estate, the final purchase price will be the final high bid, plus the ten percent (10%) Buyer's Premium.
 - If the Liquor License is sold in combination with the real estate, the final purchase prices will be the higher of either the last bid submitted for the license separately plus the ten percent (10%) Buyer's Premium or \$50,000 plus the ten percent (10%) Buyer's Premium.
 - If the Beer & Wine license is sold in combination with the real estate, the final purchase prices will be the higher of either the last bid submitted for the license separately plus the ten percent (10%) Buyer's Premium or \$15,000 plus the ten percent (10%) Buyer's Premium.
 - **Example:** The real estate and the liquor license sell together for a high bid of \$500,000 and the Beer & Wine license sells separately for a high bid of \$20,000. To determine the final selling price of the Liquor License, we will review what the last bid was for that license as a separate lot. For this example, the last bid for the license by itself was \$40,000. The final sales price for the license will be \$50,000 plus the Buyer's Premium. The Buyer will have 24 hours to submit the \$55,000 final purchase prices to the auction company. The purchase price for the real estate will be \$500,000 minus the \$50,000 paid for the liquor license, plus the Buyer's Premium for a total of \$495,000. The final purchase price for the Beer & Wine license sold by itself will be the final high bid plus the Buyer's Premium for a total price of \$22,000
- Buyer agrees to file with the Michigan Liquor Control Commission its application for transfer of the licenses within 10 calendar days of the closing of the auction.
- There is no alcoholic beverage inventory associated with these Licenses and none shall be sold or transferred.

Registration

- All bidders must provide full legal name, mailing address, phone number, email address, and valid credit card information to register.
- All bidder identities will be verified to the satisfaction of the auction company. Any party that cannot be fully identified will have their bidder registration rejected and any and all bidding activity will be deleted.
- All bidders must be 18 years of age as of the day of the auction.
- Online bidder registration requires the submission of valid credit card information in order to be registered for a unique username and password.
- Online bidder identities will be kept confidential except to Auction Company staff and Seller.
- Auction Company reserves the right to waive some or all registration requirements.

Online Bidding

- Bidding will be conducted online via a “multi-par” bidding process.
- Auction will be comprised of three (3) separate lots; Real Property, Liquor License, and Beer & Wine License.
- Bids can be submitted for any individual lot or for any combination of the 3 lots. At the conclusion of the auction, the combination of bids that produce the highest and best offer(s) will be the winning bid(s).
- All bids are final and constitute a binding contract.
- This online-only auction does not behave like nor conform to a live auction with which you might be familiar. If after we say a lot has closed there is determined to have been an internet problem, we may reopen the lot for further bidding. However, if there is no internet outage or service interruption, then we will consider “closed” to mean “Sold!”
- Neither Auctioneer nor Seller are responsible for failure of Auction Company computer systems, bidder’s computer system malfunctions, failure of bidder to receive email notifications, vendor platform failures, internet connections, or any other event that prevents bidder from bidding or Epic from receiving said bids.

Buyers Premium

- There will be a **Ten Percent (10%)** Buyers Premium charged for this auction. This amount will be added to Bidder’s final bid to determine the final sales price.
 - As an example: If the Bidder’s final bid is \$100,000, the 10% buyer’s premium will be added to this amount to arrive at the final offer price of \$110,000. This final offer price will be the final price on which all transfer taxes and title insurance policies will be based.

Contract Signing

- The high bidder, at the conclusion of the auction event, will receive an email confirming their final bid. The high bidder will be given instructions on how to sign and return the sales agreement and wire transfer information for the earnest money deposit.

Earnest Money/Down Payment/Deposit for Real Property

- **\$25,000** deposit in the form of a certified bank check or wire transfer will be deposited with Auction Company within **24 hours** of the completion of the auction. Winning bidders that fail to submit the fully executed Contract and earnest money deposit will be considered to be in default.
- Earnest money is 100% non-refundable.
- Remaining balance to be paid in full on or before 45 days after the auction at closing.

Closing

- Title Company will be selected by Seller.
- Closing will be on or within 45 days from the close of the auction.
- Taxes will be prorated to the date of closing.
- Any closing that is delayed beyond 45 days without the written authorization of Seller and Auction Company due to any actions or inactions of Buyer or anyone working on behalf of Buyer, including lenders, inspectors, appraisers, etc., will cause Buyer to be considered to be in breach of contract. Buyer will forfeit all earnest money

deposits and will be held responsible for any costs incurred by either Auction Company or Seller from the resale of the property.

Disputes

- In the event of any dispute regarding the auction and subsequent transfer of this property, all legal claims will be properly filed in Ingham County, in the State of Michigan.

The information contained in this document is subject to verification by all parties relying on it. Though every effort has been made to gather accurate and correct information, neither the Seller nor Epic Auctions & Estate Sales assumes any liability for its accuracy, and/or any errors or omissions. Conduct of the auction and increments of bidding are solely at the discretion of the Auctioneer. The Seller and Selling Agents reserve the right to preclude any person from bidding if there is any question as to the person's credentials, fitness, etc. All decisions of the Auctioneer are final.

Sale shall include 100% of the mineral, oil and gas rights that may be owned by the Seller.

Neither Epic Auctions & Estate Sales nor the seller will discriminate because of Race, Creed, Color, National Origin, Sex, Martial Status, Age, Handicap or families with children.

Epic Auctions & Estate Sales will act as the Seller's Agent in regards to the sale of this property.

Epic Auctions & Estate Sales

6461 Highland Ridge Drive

East Lansing, MI 48823

517-927-5028



EPIC AUCTIONS and ESTATE SALES, Inc. SALES OFFER

Dated: _____

1. BUYER, _____, hereinafter called "BUYER", whose address is _____, offers to buy from SELLER, **Tim Guthrie, Representing the Ronald Guthrie Estate**, hereinafter called "SELLER", whose address is _____, the following real property located in the City of **Mason**, County of **Ingham**, State of Michigan, legally described as:

Beginning at the center of Dansville Road at its intersection with center of Dexter Trail, thence South 18° East in center of Dexter Trail 416 feet, thence East 142 feet, thence North 197 feet, thence North 61°30' West 404 feet to the beginning, being in Section 10, T2N, R1W, Vevay Township, Ingham County, Michigan.

Except the following: That part lying Northwesterly of the following described line: Commencing at the West 1/4 corner of Section 10, T2N, R1W, Vevay Township, Ingham County, Michigan; thence South 89°18'00" East, along the East-West 1/4 line of said Section 10 a distance of 1191.92 feet to the survey centerline of Highway M-36; thence South 61°46'58" East, along said survey centerline 147.86 feet; thence South 61°35'13" East, continuing along said survey centerline 150.29 feet to the point of beginning of said line; thence South 28°24'47" West, at right angles to said survey centerline 33.00 feet to the Southerly right of way line of Highway M-36; thence South 67°43'01" West, 48.27 feet to the Northeasterly right of way line of Dexter Trail; thence South 72°36'07" West, 33.00 feet at right angles to the centerline of Dexter Trail and the point of ending.

More Commonly Known As: **1885 Dansville Road**

Parcel No.: **33-10-10-10-326-001**

This property is sold subject to any and all existing building and use restrictions, zoning ordinances and easements, if any. The property includes all buildings: GAS, OIL AND MINERAL RIGHTS OWNED BY SELLER, all attached fixtures.

EXCEPTIONS OR ADDITIONS: **NONE.**

2. The sales price, Including the buyer's premium, will be \$_____.

3. METHOD OF PAYMENT: ALL MONIES MUST BE PAID IN U.S. FUNDS IN THE FORM OF WIRE TRANSFER, CERTIFIED CHECK, CASHIER CHECK OR BANK MONEY ORDER.

4. FINANCING: This purchase is not contingent upon Purchaser obtaining financing. There are no Buyer's Contingencies.

5. PRORATED ITEMS: Interest, rents, association fees, insurance if assigned, will be current and prorated to the date of Closing.

6. SPECIAL ASSESSMENTS and TAXES:

a. SPECIAL ASSESSMENTS which are or become a lien on the property on or before date of Closing of this Agreement will be paid by the SELLER.

Buyer Initials _____

- b. TAXES will be treated as if they cover the calendar year in which they become a lien. TAXES which become a lien in years prior to year of Closing will be paid by SELLER without proration. TAXES which become a lien in year of Closing will be prorated so that SELLER will pay taxes from the first of the year to closing date and BUYER will pay taxes for balance of year, including day of Closing. If any bill for taxes is not issued as of the date of closing, the then current S.E.V. and tax rate and any administrative fee will be substituted and prorated.

7. CLOSING COSTS

- a. BUYER WILL PAY FOR recording of deed; attorney's opinion and/or services for BUYER; mortgage closing costs required by Lender including mortgage title insurance, appraisal, buyer's closing fees, surveys, all inspections, including well and/or septic system, pest plumbing, heating, electrical and structural inspections; rezoning; soil borings; franchise agreements; use permits; drain and/or other easements; rights-of-way; and state or mortgage report survey.
- b. SELLER WILL PAY FOR an owner's policy of title insurance with standard exceptions in the amount of the sale price, all costs required to convey clear title, seller's closing fees, county and state transfer taxes on Deed, and preparation of Deed and documents necessary to convey clear title.

8. TITLE. If defects exist, SELLER will have 30 days after receiving written notice to remedy the defects. After the 30 days, SELLER will refund the deposit in full termination of the contract if unable to remedy the defects.

9. BUYER AND SELLER ACKNOWLEDGE THAT EPIC AUCTIONS & ESTATE SALES, INC. IS ACTING STRICTLY AS THE SELLERS AGENT IN THIS TRANSACTION AND THAT NO AGENCY OR FIDUCIARY RELATIONSHIP IS ESTABLISHED BETWEEN AUCTION COMPANY AND BUYER.

10. ATTORNEY. BUYER acknowledges that it has been recommended that an attorney be retained to review the marketability of title and all Closing documents and to determine that the terms of this contract have been met. Initial either a. or b. below:

- a. _____ Documents and transaction to be reviewed by:
- i. Attorney Name: _____
- ii. Attorney Address: _____
- iii. Attorney Phone Number: _____

- b. _____ Buyer waives the review by an attorney.

11. SALE will be closed within 45 days unless extended by written addendum to this Agreement.

12. OCCUPANCY. The SELLER will deliver and the BUYER will accept possession of the property at Closing, subject to the rights of present tenants, if any. If the SELLER occupies the property, it will be vacated no later than the Closing.

13. AUCTION TERMS: BUYER ACKNOWLEDGES THAT THEY ARE BOUND BY THE AUCTION TERMS AND CONDITIONS THAT WERE PROVIDED AND AGREED TO PRIOR TO REGISTERING TO BID. BUYER HAS PERSONALLY EXAMINED THIS PROPERTY AND AGREES TO ACCEPT IT "AS IS" AND IN ITS PRESENT CONDITION WITH ANY DEFECTS NOTED OR NOT NOTED AND AGREES THAT THERE ARE NO ADDITIONAL WRITTEN OR ORAL UNDERSTANDINGS EXCEPT AS SPECIFIED HEREIN.

14. SELLER'S DISCLOSURE. Buyer acknowledges that a Seller's Disclosure Statement has been provided.

15. BUYER DEPOSITS **\$25,000** showing BUYER'S good faith will be deposited in Auctioneer's trust account and will apply as part of the purchase price. If title is not marketable or insurable, this deposit is to be refunded. In the event of default by BUYER, all deposits made may be forfeited as liquidated damages at SELLER's election; or SELLER may retain such deposits as part of payment of the purchase price and pursue his/her legal or equitable remedies against BUYER. If there is default by either party and the deposit is forfeited, the deposit will be transferred to the escrow agent's trust account for distribution.

16. BUYER AND SELLER agrees that any dispute related to this contract shall be submitted to mediation. This mediation shall be according to the National Association of Realtors (NAR) rules and procedures of the Homesellers/Homebuyers Dispute Resolution System. If the parties cannot reach a binding agreement in mediation, they have the right to use other legal remedies.
17. BUYER will not assign this Agreement without written consent of SELLER.
18. This real estate transaction is not contingent upon buyer's ability or inability to transfer the Liquor License and/or the Beer & Wine License or any other contingency, including financing or condition of the property. Buyer will close on the real estate as agreed per the Terms of the auction regardless of the status of the license transfer.
19. Make Deed to: (Please Print) _____

The purchaser has read, fully understands and approves the foregoing offer.

Dated: _____

Buyer: _____

Witness: _____

Buyer: _____

Witness: _____

Seller acknowledges receipt of Buyer's written offer and accepts it as presented.

Dated: _____

Seller: _____

Witness: _____

Seller: _____

Witness: _____

Epic Auctions and Estate Sales, Inc. acknowledges receipt of Buyer's earnest money deposit in the amount of **\$25,000** in accordance with the terms provided.

Dated: _____

Auctioneer: _____

Robert E. Howe, Jr., Owner/Auctioneer or Bradley A. Stoecker, Auctioneer/Broker

Buyer Initials _____



Ingham County Equalization/Tax Mapping

Road Aerial Labels



1885 W DANSVILLE RD MASON, MI 48854 (Property Address)

Parcel Number: 33-10-10-10-326-001 [Click here to view local unit data for this parcel](#)

No Images Found

Property Owner: GUTHRIE RONALD C & HELEN K

Summary Information

- > Commercial/Industrial Building Summary

- Yr Built: 1952

- # of Buildings: 1

- Total Sq.Ft.: 3,840
- > Assessed Value: \$107,700 | Taxable Value: \$94,582
- > Property Tax information found

Access additional record information for a small convenience fee. *

> Additional areas of information include: *Delinquent Tax Information*

Show Purchase Options

* Additional record information is free for all homeowners, click the 'Show Purchase Options' button for more information.

Owner and Taxpayer Information

Owner

GUTHRIE RONALD C & HELEN K

Taxpayer

SEE OWNER INFORMATION

502 HIGHLAND
WILLIAMSTON, MI 48895

General Information for Tax Year 2018

Property Class	COMMERCIAL - IMPROVED	Unit	33-10 VEVAY TOWNSHIP
School District	MASON	Assessed Value	\$107,700
MAP #	No Data to Display	Taxable Value	\$94,582
USER NUM IDX	0	State Equalized Value	\$107,700
USER ALPHA 1	Not Available	Date of Last Name Change	11/26/2007
USER ALPHA 3	Not Available	Notes	Not Available
Historical District	Not Available	Census Block Group	Not Available
USER ALPHA 2	Not Available	Exemption	No Data to Display

Principal Residence Exemption Information

Homestead Date 01/24/1996

Principal Residence Exemption	June 1st	Final
2018	0.0000 %	-
2017	0.0000 %	0.0000 %

Previous Year Information

Year	MBOR Assessed	Final SEV	Final Taxable
2017	\$106,700	\$106,700	\$92,637
2016	\$100,450	\$100,450	\$91,811
2015	\$98,050	\$98,050	\$91,537

Land Information

Zoning Code	B-1	Total Acres	1.630
Land Value	\$29,835	Land Improvements	\$8,624
Renaissance Zone	No	Renaissance Zone Expiration Date	No Data to Display
ECF Neighborhood	COMMERCIAL	Mortgage Code	No Data to Display
Lot Dimensions/Comments	No Data to Display	Neighborhood Enterprise Zone	No

Lot(s)	Frontage	Depth
No lots found.		
Total Frontage: 0.00 ft		Average Depth: 0.00 ft

Legal Description

BEG. IN CENTER OF DANSVILLE ROAD AT ITS INT. WITH CEN. OF DEXTER TRAIL-S 18D E IN CEN. OF DEXTER TRAIL 416 FT -E 142 FT -N 197 FT TO CEN. OF DANSVILLE RD -N61D30"W 404 FT TO BEG ON SW 1/4 OF SEC10 T2NR1W, EX THAT PART LYING NWLY OF LINE DESC AS COM W 1/4 COR SD SEC 10, TH S89*18"E ALNG EW 1/4 LN 1191.92 FT TO C/L OF HWYM-36, TH S61*46'58"E ALNG C/L 147.86 FT, TH S61*35'13"E ALNG SD C/L 150.29 FT TO POB, TH S28*24'47"W 33 FT TO SLY R/W LN OF SD HWY, TH S67*43'1"W 48.27 FT TO NELY R/W LN DEXTER TRAIL, TH S72*36'7"W 33 FT AT R/A TO C/L DEXTER TRAIL & POE. 1.4 A M/L

Land Division Act Information

Date of Last Split/Combine	No Data to Display	Number of Splits Left	0
Date Form Filed	No Data to Display	Unallocated Div.s of Parent	0
Date Created	No Data to Display	Unallocated Div.s Transferred	0
Acreage of Parent	0.00	Rights Were Transferred	Not Available
Split Number	0	Courtesy Split	Not Available
Parent Parcel	No Data to Display		

Sale History

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms of Sale	Liber/Page
07/20/2007	\$170,000.00	WD	WISE JOSEPH V & JUDY E	GUTHRIE, RONALD C & HELEN K	ARMS LENGTH	3275/584

Building Information - 3840.00 sq ft Markets - Mini-Mart Convenience Stores (Commercial)

Floor Area	3,840 sq ft	Estimated TCV	\$176,978
Occupancy	Markets - Mini-Mart Convenience Stores	Class	D
Stories Above Ground	1	Average Story Height	8 ft
Basement Wall Height	0 ft	Identical Units	Not Available
Year Built	1952	Year Remodeled	Not Available
Percent Complete	0%	Heat	Package Heating & Cooling
Physical Percent Good	35%	Functional Percent Good	100%
Economic Percent Good	100%	Effective Age	49 yrs

****Disclaimer:** BS&A Software provides BS&A Online as a way for municipalities to display information online and is not responsible for the content or accuracy of the data herein. This data is provided for reference only and WITHOUT WARRANTY of any kind, expressed or inferred. Please contact your local municipality if you believe there are errors in the data.

1885 W DANSVILLE RD MASON, MI 48854 (Property Address)

Parcel Number: 33-10-10-10-326-001 [Click here to view local unit data for this parcel](#)



Property Owner: GUTHRIE RONALD C & HELEN K

Summary Information

- > Commercial/Industrial Building Summary

- Yr Built: 1952

- # of Buildings: 1

- Total Sq.Ft.: 3,840
- > Assessed Value: \$107,700 | Taxable Value: \$94,582
- > Property Tax information found

Access additional record information for a small convenience fee. *

> Additional areas of information include: *Delinquent Tax Information*

Show Purchase Options

* Additional record information is free for all homeowners, click the 'Show Purchase Options' button for more information.

Owner and Taxpayer Information

Owner	GUTHRIE, RONALD C & HELEN K 502 HIGHLAND WILLIAMSTON, MI 48895	Taxpayer	SEE OWNER INFORMATION
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Legal Description

BEG. IN CENTER OF DANSVILLE ROAD AT ITS INT. WITH CEN. OF DEXTER TRAIL-S 18D E IN CEN. OF DEXTER TRAIL 416 FT -E 142 FT -N 197 FT TO CEN. OF DANSVILLE RD -N61D30"W 404 FT TO BEG ON SW 1/4 OF SEC10 T2NR1W, EX THAT PART LYING NWLY OF LINE DESC AS COM W 1/4 COR SD SEC 10, TH S89*18'E ALNG EW 1/4 LN 1191.92 FT TO C/L OF HWYM-36, TH S61*46'58"E ALNG C/L 147.86 FT, TH S61*35'13"E ALNG SD C/L 150.29 FT TO POB, TH S28*24'47"W 33 FT TO SLY R/W LN OF SD HWY, TH S67*43'1"W 48.27 FT TO NELY R/W LN DEXTER TRAIL, TH S72*36'7"W 33 FT AT R/A TO C/L DEXTER TRAIL & POE. 1.4 A M/L

Recalculate amounts using a different Payment Date

You can change your anticipated payment date in order to recalculate amounts due as of the specified date for this property.

Enter a Payment Date

5/1/2018

Recalculate

Tax History

Year	Season	Total Amount	Total Paid	Last Paid	Total Due
2017	Winter	\$1,059.03	\$1,059.03	02/12/2018	\$0.00
2017	Summer	\$3,753.56	\$3,753.56	09/14/2017	\$0.00
2016	Winter	\$1,047.09	\$1,047.09	02/08/2017	\$0.00
2016	Summer	\$3,720.10	\$3,720.10	09/13/2016	\$0.00
2015	Winter	\$1,059.71	\$1,059.71	02/08/2016	\$0.00
2015	Summer	\$3,714.65	\$3,714.65	09/14/2015	\$0.00
2014	Winter	\$1,045.29	\$1,045.29	02/13/2015	\$0.00
2014	Summer	\$3,656.17	\$3,656.17	09/15/2014	\$0.00
2013	Winter	\$1,012.44	\$1,012.44	02/14/2014	\$0.00
2013	Summer	\$3,598.64	\$3,598.64	09/16/2013	\$0.00
2012	Winter	\$974.17	\$974.17	02/11/2013	\$0.00
2012	Summer	\$3,513.44	\$3,513.44	08/06/2012	\$0.00
2011	Winter	\$909.00	\$909.00	02/14/2012	\$0.00
2011	Summer	\$3,461.75	\$3,461.75	08/09/2011	\$0.00
2010	Winter	\$904.19	\$904.19	02/08/2011	\$0.00
2010	Summer	\$3,403.90	\$3,403.90	08/31/2010	\$0.00
2009	Winter	\$928.99	\$928.99	05/04/2010	\$0.00
2009	Summer	\$3,565.52	\$3,630.55	09/14/2009	\$0.00

2008	Winter	\$905.66	\$905.66	06/30/2009	\$0.00	
2008	Summer	\$3,604.20	\$3,676.66	12/30/2008	\$0.00	
2007	Winter	\$732.22	\$732.22	06/18/2008	\$0.00	
2007	Summer	\$2,737.52	\$2,796.10	08/01/2007	\$0.00	
2006	Winter	\$831.37	\$831.37	04/30/2007	\$0.00	
2006	Summer	\$2,500.60	\$2,550.48	09/13/2006	\$0.00	
2005	Winter	\$865.24	\$865.24	12/21/2005	\$0.00	
2005	Summer	\$2,286.39	\$2,286.39	09/12/2005	\$0.00	
2004	Winter	\$973.32	\$973.32	12/29/2004	\$0.00	
2004	Summer	\$2,107.22	\$2,107.22	07/23/2004	\$0.00	
2003	Winter	\$972.24	\$972.24	12/18/2003	\$0.00	
2003	Summer	\$2,001.63	\$2,001.63	09/12/2003	\$0.00	
2002	Winter	\$997.72	\$997.72	12/20/2002	\$0.00	
2002	Summer	\$2,034.27	\$2,034.27	09/06/2002	\$0.00	
2001	Winter	\$976.84	\$976.84	12/21/2001	\$0.00	
2001	Summer	\$1,897.86	\$1,897.86	07/24/2001	\$0.00	
2000	Winter	\$890.93	\$890.93	12/22/2000	\$0.00	
2000	Summer	\$1,841.77	\$1,841.77	08/28/2000	\$0.00	
1999	Winter	\$859.66	\$0.00	12/10/1999	\$0.00	
1999	Summer	\$1,801.96	\$0.00	08/18/1999	\$0.00	
1998	Winter	\$847.74	\$0.00	12/23/1998	\$0.00	
1998	Summer	\$1,775.88	\$0.00	08/14/1998	\$0.00	
1997	Winter	\$868.30	\$0.00	12/23/1997	\$0.00	
1997	Summer	\$1,736.81	\$0.00	08/19/1997	\$0.00	
1996	Winter	\$802.54	\$0.00	12/17/1996	\$0.00	
1996	Summer	\$1,689.53	\$0.00	08/07/1996	\$0.00	
1995	Winter	\$967.22	\$0.00	12/28/1995	\$0.00	
1995	Summer	\$1,531.51	\$0.00	09/21/1995	\$0.00	

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Parcel: 33-10-10-10-326-001**Property Address**

1885 W DANSVILLE RD
MASON, MI 48854

Owner and Taxpayer Information

Owner	GUTHRIE, RONALD C & HELEN K Taxpayer	SEE OWNER INFORMATION
	502 HIGHLAND	
	WILLIAMSTON, MI 48895	

Legal Description

BEG. IN CENTER OF DANSVILLE ROAD AT ITS INT. WITH CEN. OF DEXTER TRAIL-S 18D E IN CEN. OF DEXTER TRAIL 416 FT -E 142 FT -N 197 FT TO CEN. OF DANSVILLE RD -N61D30"W 404 FT TO BEG ON SW 1/4 OF SEC10 T2NR1W, EX THAT PART LYING NWLY OF LINE DESC AS COM W 1/4 COR SD SEC 10, TH S89°18'E ALNG EW 1/4 LN 1191.92 FT TO C/L OF HWYM-36, TH S61°46'58"E ALNG C/L 147.86 FT, TH S61°35'13"E ALNG SD C/L 150.29 FT TO POB, TH S28°24'47"W 33 FT TO SLY R/W LN OF SD HWY, TH S67°43'1"W 48.27 FT TO NELY R/W LN DEXTER TRAIL, TH S72°36'7"W 33 FT AT R/A TO C/L DEXTER TRAIL & POE. 1.4 A M/L

General Information for 2017 Winter Taxes

School District	33130	PRE/MBT	0.0000%
Taxable Value	\$92,637	S.E.V.	\$106,700
Property Class	201 - COMMERCIAL	Assessed Value	\$106,700
Tax Bill Number	<i>No Data to Display</i>	Last Receipt Number	00015160
Last Payment Date	02/12/2018	Number of Payments	1
Base Tax	\$1,049.02	Base Paid	\$1,049.02
Admin Fees	\$10.01	Admin Fees Paid	\$10.01
Interest Fees	\$0.00	Interest Fees Paid	\$0.00
Total Tax & Fees	\$1,059.03	Total Paid	\$1,059.03
Renaissance Zone	<i>Not Available</i>	Mortgage Code	<i>Not Available</i>

Tax Bill Breakdown for 2017 Winter

Taxing Authority	Millage Rate	Amount	Amount Paid
MASON DEBT	2.950000	\$273.27	\$273.27
MASON SINKING	1.000000	\$92.63	\$92.63
PUBLIC TRANS	0.600000	\$55.58	\$55.58
911 SYSTEM	0.850000	\$78.74	\$78.74
JUVENILE JUSTICE	0.600000	\$55.58	\$55.58
POTTER PARK ZOO	0.410000	\$37.98	\$37.98
FARMLAND PRES	0.140000	\$12.96	\$12.96
AIRPORT AUTH	0.699000	\$64.75	\$64.75
LIBRARY	1.560000	\$144.51	\$144.51
HEALTH SERVICES	0.350000	\$32.42	\$32.42
PARKS/TRAILS	0.500000	\$46.31	\$46.31
ANIMAL CONTROL	0.240000	\$22.23	\$22.23
VEVAY TOWNSHIP	0.916100	\$84.86	\$84.86
MUD CREEK	0.000000	\$12.97	\$12.97
MUD CREEK DR 2	0.000000	\$2.67	\$2.67
RAYNER CREEK	0.000000	\$31.56	\$31.56
Admin Fees		\$10.01	\$10.01
Interest Fees		\$0.00	\$0.00
	10.815100	\$1,059.03	\$1,059.03

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Parcel: 33-10-10-10-326-001**Property Address**

1885 W DANSVILLE RD
MASON, MI 48854

Owner and Taxpayer Information

Owner	GUTHRIE, RONALD C & HELEN K	Taxpayer	SEE OWNER INFORMATION
	502 HIGHLAND		
	WILLIAMSTON, MI 48895		

Legal Description

BEG. IN CENTER OF DANSVILLE ROAD AT ITS INT. WITH CEN. OF DEXTER TRAIL-S 18D E IN CEN. OF DEXTER TRAIL 416 FT -E 142 FT -N 197 FT TO CEN. OF DANSVILLE RD -N61D30°W 404 FT TO BEG ON SW 1/4 OF SEC10 T2NR1W, EX THAT PART LYING NWLY OF LINE DESC AS COM W 1/4 COR SD SEC 10, TH S89°18'E ALNG EW 1/4 LN 1191.92 FT TO C/L OF HWYM-36, TH S61°46'58"E ALNG C/L 147.86 FT, TH S61°35'13"E ALNG SD C/L 150.29 FT TO POB, TH S28°24'47"W 33 FT TO SLY R/W LN OF SD HWY, TH S67°43'1"W 48.27 FT TO NELY R/W LN DEXTER TRAIL, TH S72°36'7"W 33 FT AT R/A TO C/L DEXTER TRAIL & POE. 1.4 A M/L

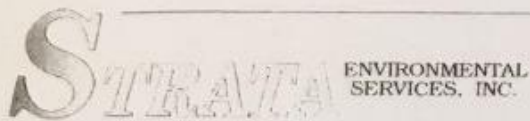
General Information for 2017 Summer Taxes

School District	33130	PRE/MBT	0.0000%
Taxable Value	\$92,637	S.E.V.	\$106,700
Property Class	201 - COMMERCIAL	Assessed Value	\$106,700
Tax Bill Number	<i>No Data to Display</i>	Last Receipt Number	00014242
Last Payment Date	09/14/2017	Number of Payments	1
Base Tax	\$3,716.40	Base Paid	\$3,716.40
Admin Fees	\$37.16	Admin Fees Paid	\$37.16
Interest Fees	\$0.00	Interest Fees Paid	\$0.00
Total Tax & Fees	\$3,753.56	Total Paid	\$3,753.56
Renaissance Zone	<i>Not Available</i>	Mortgage Code	<i>Not Available</i>

Tax Bill Breakdown for 2017 Summer

Taxing Authority	Millage Rate	Amount	Amount Paid
COUNTY OPERATING	6.351200	\$588.35	\$588.35
SET	6.000000	\$555.82	\$555.82
INDIG VET RELIEF	0.033000	\$3.05	\$3.05
MASON SCHOOLS	17.938800	\$1,661.79	\$1,661.79
INGHAM INTER	5.988100	\$554.71	\$554.71
LCC	3.807200	\$352.68	\$352.68
Admin Fees		\$37.16	\$37.16
Interest Fees		\$0.00	\$0.00
	40.118300	\$3,753.56	\$3,753.56

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March 10, 2018

Ronald Guthrie Estate
1885 West Dansville Road
Mason, Michigan 48854

Strata Environmental Services, Inc. (Strata) completed a Phase I Environmental Assessment (EA) of the Fair View Corners property for SSB Bank when Mr. Ronald Guthrie was re-financing the property through SSB Bank. It is our understanding that a copy of the pertinent portions of that report will be available to potential purchasers of this property.


Strata has had its offices located in Mason since 1994 and has patronized this store for many years. Having direct experience with the operations of that facility, there have been no activities on that site since the 2007 Phase I EA that would have an adverse environmental impact on that property. Consequently, the conclusions presented in that report remain valid today. It should be noted that previous work on the site by Strata (for the previous owner) did reveal the presence of low concentrations of petroleum hydrocarbons in one soil boring at a depth of 10 feet below grade. At the time of the Phase I EA, the concentrations detected did not exceed the applicable Generic Residential Cleanup Criteria (GRCC). It was Strata's opinion that the Recognized Environmental Conditions identified would not adversely impact the ability to use the property as a convenience/party store.

Because of the age of the Phase I EA, a purchaser of the property needs to conduct their own EA that best represents their intended use of the property in order to permit the user to satisfy one of the requirements to qualify for the innocent landowner defense to the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) liability: that is, the practices that constitute "all appropriate inquiry into the previous ownership and uses of the property consistent with good commercial or customary practice" as defined in 42 USC§ 9601(35)(B).

Should there be any questions regarding Strata's report, please contact our office.

Respectfully submitted,

STRATA ENVIRONMENTAL SERVICES, INC



Edward E. Everett, CPG
Principal



ALTA COMMITMENT FOR TITLE INSURANCE
 ISSUED BY: Old Republic National Title Insurance Company

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

ATA NATIONAL TITLE GROUP, LLC

Paul C. Anast

BY: PAUL C. ANAST
 AUTHORIZED SIGNATORY

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company
 400 Second Avenue South, Minneapolis, Minnesota 55401
 (612) 371-1111

By

Mark A. Bilyeu

President

Attest

David Wold

Secretary

This page is only part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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**ALTA® COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

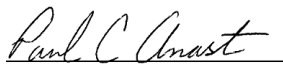
Issued by
Old Republic National Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: ATA National Title Group, LLC
Issuing Office: 1600 Abbot Road, Suite 201
East Lansing, MI 48823
Ph:(517) 333-3982 Fax:(517) 333-6534
ALTA® Universal ID: 1033513
Issuing Office File Number: 33-18586593-ELN
Property Address: 1885 W. Dansville Rd, Mason, MI 48854
Revision Number:

1. Commitment Date: April 09, 2018, at 8:00 am
2. Policy to be issued: Proposed Policy Amount
 - (a) ALTA® OWNERS POLICY WITH STANDARD EXCEPTIONS **TBD**
Proposed Insured:
 - (b) ALTA® LOAN POLICY WITHOUT STANDARD EXCEPTIONS **TBD**
Proposed Insured:
3. The estate or interest in the land described or referred to in this Commitment is **Fee Simple**.
4. Title to the **Fee Simple** estate or interest in the land is at the Effective Date vested in:
Ronald C. Guthrie and Helen K. Guthrie, Trustees of the Ronald C. Guthrie and Helen K. Guthrie Revocable Living Trust of September 19, 1996
5. The land referred to in this commitment is situated in the Township of Vevay, County of Ingham, State of Michigan, as follows:
SEE EXHIBIT A

ATA National Title Group, LLC



By: Paul C. Anast
AUTHORIZED SIGNATORY

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Exhibit "A"

The land referred to in this commitment is described as follows: Township of Vevay, County of Ingham, State of Michigan

Beginning at the center of Dansville Road at its intersection with center of Dexter Trail, thence South 18° East in center of Dexter Trail 416 feet, thence East 142 feet, thence North 197 feet, thence North 61°30' West 404 feet to the beginning, being in Section 10, T2N, R1W, Vevay Township, Ingham County, Michigan.

Except the following: That part lying Northwesterly of the following described line: Commencing at the West 1/4 corner of Section 10, T2N, R1W, Vevay Township, Ingham County, Michigan; thence South 89°18'00" East, along the East-West 1/4 line of said Section 10 a distance of 1191.92 feet to the survey centerline of Highway M-36; thence South 61°46'58" East, along said survey centerline 147.86 feet; thence South 61°35'13" East, continuing along said survey centerline 150.29 feet to the point of beginning of said line; thence South 28°24'47" West, at right angles to said survey centerline 33.00 feet to the Southerly right of way line of Highway M-36; thence South 67°43'01" West, 48.27 feet to the Northeasterly right of way line of Dexter Trail; thence South 72°36'07" West, 33.00 feet at right angles to the centerline of Dexter Trail and the point of ending.

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SCHEDULE B, PART 1
REQUIREMENTS

All of the following Requirements must be met:

1. Instruments necessary to create the estate or interest to be insured must be executed by, delivered and duly filed for record.
2. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the Land or who will make a loan on the Land. We may make additional requirements or exceptions relating to the interest or the loan.
3. Pay the agreed amounts for the Title and/or the mortgage to be insured.
4. Pay us the premiums, fees and charges for the policy.
5. **Discharge of the Future advance Mortgage** executed by Ronald C. Guthrie and Helen K. Guthrie Revocable Living Trust dated September 19, 1996, to SSBBank, dated July 25, 2007 and recorded July 30, 2007 in Liber 3275, Page 585, in the original amount of \$180,000.00.

NOTE: RELATIVE TO THE ABOVE-IDENTIFIED MORTGAGE, THE DISCHARGE OF SAME MAY BE PRESENTED AT CLOSING, OR, IN LIEU THEREOF, ALL OF THE FOLLOWING ACTIONS MUST BE PERFORMED:

PRE-CLOSING:

- a) Execution by the subject borrower of an "Equity Line/Future Advance/Revolving Line of Credit Mortgage - Notice of Account Suspension and Request for Payoff Statement" form ("**Freeze Letter/Payoff**" form) at least five (5) business days before the closing date.
- b) Delivery by the Company of the executed Freeze Letter/Payoff form to the current mortgagee at least five (5) business days before the closing date by fax or email.
- c) Retention by the Company of a copy of the Freeze Letter/Payoff form delivered to the current mortgagee and a copy of the fax "confirmation" or email read receipt.
- d) Receipt by the Company of the Payoff Statement from the current mortgagee.

CLOSING:

- e) Execution by the subject borrower of an "Equity Line/Future Advance/Revolving Line of Credit Mortgage - Notice of Account Closure and Request for Discharge of Mortgage" form ("**Account Closure/Discharge**" form).
- f) Delivery by the Company of the executed Account Closure/Discharge form to the current mortgagee by:
 - i) fax or email, at the time of disbursement, and
 - ii) overnight mail, immediately following disbursement.
- g) Retention by the Company of a copy of the Account Closure/Discharge form delivered to the current mortgagee and a copy of the fax "confirmation" or email read receipt.

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6. **Discharge of the Assignment of Leases and Rents** in the original amount of \$106,966.91, and the terms, conditions and provisions contained therein, executed by Ronald C. Guthrie, as Trustee of The Trust of Ronald C. Guthrie and Helen K. Guthrie Revocable Living Trust dated 9/19/1996, to SSBBank, dated July 25, 2017 and recorded August 4, 2017 in Instrument Number 2017-029179.
7. SUBMIT for approval and RECORD proper Certificate of Trust Existence and authority in compliance with MCL 565.431 et seq (Public Act 133 of 1991), as may be amended, referred to as (a) The Ronald C. Guthrie and Helen K. Guthrie Revocable Living Trust of September 19, 1996, and any amendments thereto. This commitment will be subject to such further requirements as may be deemed necessary after examination of the aforementioned trust agreement.
8. Upon supplying the identity of the Proposed Insured and/or the amount of the policy to the Company, this commitment may be subject to such further requirements as may then be deemed necessary.
9. PAYMENT OF TAXES: Tax Parcel No.: 33-10-10-10-326-001

2017 Winter Taxes in the amount of \$1,059.03 are PAID includes \$12.97 Mud Creek Drain-3rd of 3 // \$2.67 Mud Creek II Drain-single year // \$31.56 Rayner Creek Drain-2nd of 3)

2017 Summer Taxes in the amount of \$3,753.56 are PAID

Special Assessments:
Rayner Creek Drain - Payoff in the amount of \$30.72 - Good to 05/31/18

 - 2017 State Equalized Value: \$106,700.00
 - 2017 Taxable Value: \$92,637.00
 - 2017 Principal Residence Exemption: 0%
 - School District: 33130

The amounts shown as due do not include collection fees, penalties or interest.

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SCHEDULE B, PART II
EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the Public Records.
2. Any facts, rights, interests or claims not shown by the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof of the Land.
3. Easements, claim of easements or encumbrances that are not shown in the Public Records and existing water, mineral, oil and exploration rights.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
5. Any lien or right to lien for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. The lien, if any, of real estate taxes, assessments, and/or water and sewer charges, not yet due and payable or that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the Public Records; including the lien for taxes, assessments, and/or water and sewer charges, which may be added to the tax rolls or tax bill after the effective date. The Company assumes no liability for the tax increases occasioned by the retroactive revaluation or changes in the Land usage or loss of any homestead exemption status for the insured premises.
7. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
8. Right of Way and easement, along with terms, conditions and provisions, to Consumers Power Company, recorded in Liber 25, Page 274 and in Liber 50, Page 617.
9. Rights of tenants now in possession of the land under unrecorded leases or otherwise.
10. Rights of the public and of any governmental unit in any part of the land taken, used or deeded for a public or private street, drive, road or highway purpose.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A

2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I - Requirements;
- (f) Schedule B, Part II - Exceptions; and
- (g) a countersignature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:

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- (i) comply with the Schedule B, Part I - Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
 - (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
 - (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
 - (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
 - (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
 - (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.
6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**
- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
 - (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
 - (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
 - (d) The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
 - (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
 - (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
7. **IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.
8. **PRO-FORMA POLICY**
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
9. **ARBITRATION**
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>

This page is only part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.



PRIVACY POLICY NOTICE

ATA National Title Group, LLC and its family of affiliated companies, respect the privacy of our customers' personal information. This Notice explains the ways in which we may collect and use personal information under the ATA National Title Group, LLC Privacy Policy.

ATA National Title Group, LLC as an agent for Old Republic National Title Insurance Company provides title insurance products and other settlement and escrow services to customers. The ATA National Title Group, LLC Privacy Policy applies to all ATA National Title Group, LLC customers, former customers and applicants.

What kinds of information we collect: Depending on the services you use, the types of information we may collect from you, your lender, attorney, real estate broker, public records or from other sources include:

- information from forms and applications for services, such as your name, address and telephone number
- information about your transaction, including information about the real property you bought, sold or financed such as address, cost, existing liens, easements, other title information and deeds
- with closing, escrow, settlement or mortgage lending services or mortgage loan servicing, we may also collect your social security number as well as information from third parties including property appraisals, credit reports, loan applications, land surveys, real estate tax information, escrow account balances, and sometimes bank account numbers or credit card account numbers to facilitate the transaction, and
- information about your transactions and experiences as a customer of ours or our affiliated companies, such as products or services purchased and payments made.

How we use and disclose this information: We use your information to provide you with the services, products and insurance that you, your lender, attorney, or real estate brokers have requested. We disclose information to our affiliates and unrelated companies as needed to carry out and service your transaction, to protect against fraud or unauthorized transactions, for institutional risk control, to provide information to government and law enforcement agencies and as otherwise permitted by law. As required to facilitate a transaction, our title affiliates record documents that are part of your transaction in the public records as a legal requirement for real property notice purposes.

We do not share any nonpublic personal information we collect from you with unrelated companies for their own use.

We do not share any information regarding your transaction that we obtain from third parties (including credit report information) except as needed to enable your transaction as permitted by law.

We may also disclose your name, address and property information to other companies who perform marketing services such as letter production and mailing on our behalf, or to other financial service companies (such as insurance companies, banks, mortgage brokers, credit companies) with whom we have joint marketing arrangements.

How we protect your information: We maintain administrative, physical, electronic and procedural safeguards to guard your nonpublic personal information. We reinforce our privacy policy with our employees and our contractors. Joint marketers and third parties service providers who have access to nonpublic personal information to provide marketing or services on our behalf are required by contract to follow appropriate standards of security and confidentiality.

If you have any questions about this privacy statement or our practices at ATA National Title Group, LLC, please write us at: **ATA National Title Group, LLC c/o 31440 Northwestern Highway, Ste. 100, Farmington Hills, Michigan 48334. Attn: Legal Resources.**

MLCC AIMS - Active/Escrow License Search

License #	Group	Type	Subtype	Status	Issue Date	Expiration Date	Statute	Statute: Location Transferable
+ L- 000008211	Retail - Off Premises	Specially Designated Merchant		Escrow	12/9/1992	4/30/2019		Y
+ L- 000018163	Retail - Off Premises	Specially Designated Distributor	Regular	Escrow	12/9/1992	4/30/2019		Y



License Interest Transfer Application

(Authorized under MCL 436.1529)

For information on licenses and permits, including a checklist of required documents for a completed application, please visit the Liquor Control Commission's frequently asked questions website [by clicking this link](#).

Part 1 - Licensee Information

Individuals, please state your legal name. Corporations or Limited Liability Companies, please state your name as it is filed with the State of Michigan Corporation Division.

Licensee name(s):	
Address:	
City:	Zip Code:
Federal Employer Identification Number (FEIN):	

1. Are you transferring interest between existing stockholders, members, or partners ONLY? ☐ Yes ☐ No
2. Are you transferring interest to a new stockholder, member, or partner? ☐ Yes ☐ No
3. Are you transferring more than 10% of the total interest in the license(s)? ☐ Yes ☐ No

- If you answered "Yes" to question 1, complete Parts 2, 3, 5, 6, and 7. **If you have your own purchase, assignment, or transfer agreement, you may submit the documents instead of completing Part 3.**
- If you answered "Yes" to question 2, complete Parts 2, 3, 4, 5, 6, and 7. **If you have your own purchase, assignment, or transfer agreement, you may submit the documents instead of completing Part 3.**
- If you answered "Yes" to question 3, a full investigation by the Enforcement Division may be required for the completion of this request.

Part 2 - Inspection, License, and Permit Fees - Make checks payable to **State of Michigan**

Inspection Fees - MCL 436.1529(4) requires that a nonrefundable inspection fee of \$70.00 per license shall be paid to the Commission by an applicant or licensee at the time of filing a request for approval of the transfer in any licensing year of any of the shares of stock in a corporation from 1 person to another, or any part of the total interest in a licensed limited partnership from 1 person to another. (Also applies to Limited Liability Companies).

Select the number of licenses held by the licensee:	1 License	<input type="checkbox"/>
	2 Licenses	<input type="checkbox"/>
	3 Licenses	<input type="checkbox"/>
	4 Licenses	<input type="checkbox"/>
Inspection Fees Due: MLCC Fee Code 4036		

Examples of Retail and Manufacturer & Wholesaler license combinations (not all-inclusive):

- If you hold Class C and Specially Designated Merchant (SDM) licenses, select "2 Licenses".
- If you hold Specially Designated Distributor and SDM licenses, select "2 Licenses".
- If you hold Microbrewer, Small Winemaker, and Small Distiller licenses, select "3 Licenses".

License and Permit Fees - Pursuant to MCL 436.1529(3), transfers of interest in a license require the payment of the licensing and permit fees that correspond to the types of licenses and permits held by the licensee, except for the following transfers of interest in a license may be exempt from transfer fees pursuant to MCL 436.1529(3):

- Less than 50% of the interest is being transferred.
- The interest of a deceased stockholder, member, or partner is being transferred to his or her spouse or children.
- The removal of a stockholder, member, or partner of a licensed company, a corporate stock split, or stock or membership redemption.
- Transfer of interest of an existing stockholder, member, or partner where a spouse, son, daughter, or parent is added as a stockholder, member, or partner.

If the Commission approves the request to transfer interest and the licensee is required to pay license and permit fees, the Commission's approval order will indicate that the fees are required to complete the request.

If you would like to calculate estimated license and permit fees, please use the license and permit fee calculators on the Commission's website: [Retail License & Permit Calculator](#) or [Manufacturer & Wholesaler License & Permit Calculator](#). (Requires Adobe Acrobat Reader)



Transfer of Interest in a License

Part 3 - This may be used in lieu of a purchase, assignment, or transfer agreement. If you have your own agreement, you may submit it instead of completing Part 3. Please complete separate copies of this form for each transfer, if more than one transfer.

Licensee name:	
Address:	
City:	Zip Code:
Phone:	Email:

Name of stockholder, member, or partner transferring interest: (Licensee name if interest to be issued from the company)	
Name of person or entity to whom interest will be transferred: (Licensee name if interest to be redeemed by the company)	
If a Corporation , indicate the number of shares of stock to be transferred: If a Limited Liability Company , indicate the percentage of membership interest to be transferred:	
Total purchase price:	<input type="checkbox"/> The interest transferred is a gift.
Down payment:	If applicable
Amount due at closing:	If applicable
Remaining amount due/promissory note:	If applicable
Date interest transfer occurred or will occur:	

Be advised that the information contained in this application will only be used for this request. This section will need to be completed for each subsequent request you make with this office.

Notice: When purchasing interest in a license, a buyer can be held liable for tax debts incurred by the previous owner. Prior to committing to the purchase of any license or establishment, the buyer should request a tax clearance certificate from the seller that indicates that all taxes have been paid up to the date of issuance. Obtaining sound professional assistance from an attorney or accountant can be helpful to identify and avoid any pitfalls and hidden liabilities when buying even a portion of a business. Sellers can make a request for the tax clearance certificate through the Michigan Department of Treasury.

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. Approval of this application by the Michigan Liquor Control Commission does not waive any of these requirements. The licensee must obtain all other required state and local licenses, permits, and approvals for this business before using this license for the sale of alcoholic liquor on the licensed premises.

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing **false** or **fraudulent** information is a violation of the Liquor Control Code pursuant to MCL 436.2003. Further, the Commission has the authority to suspend or revoke a license for any violation of the Liquor Control Code.

The person(s) signing this form have demonstrated that they have authorization to do so.

Print name of person transferring interest	Signature of person transferring interest	Date
Print name of person to whom interest will be transferred	Signature of person to whom interest will be transferred	Date

Part 4a - Information on Individual Applicant, Stockholder, Member, or Limited Partner

Each individual, stockholder, member, or partner must complete Part 4a, 4b, and 4c. If a stockholder or member of an applicant company is a corporation or limited liability company, complete Part 4a and 4c and submit a completed [Form LCC-301](#). For applications with multiple individuals, stockholders, members, or partners - each person or entity must complete a separate copy of this page.

Name:			
Home address:			
City:		State:	Zip Code:
Business Phone:	Cell Phone:	Email:	
Have you ever been licensed by the Michigan Liquor Control Commission (MLCC) or do you currently hold an interest in any other licenses issued by the MLCC? If yes, please list business ID numbers below. If you hold interest in 2 or more locations under the same name, please also write "chain" below: <div style="text-align: right;"><input type="radio"/> Yes <input type="radio"/> No</div>			
Do you or will you hold 10% or more interest in the applicant entity? <div style="text-align: right;"><input type="radio"/> Yes <input type="radio"/> No</div> If you answered "no" to the first question and "yes" to the second question, you must submit fingerprints and undergo an investigation by the MLCC. Please see the attached instructions for submitting fingerprints to the MLCC. You must submit a copy of the completed and endorsed " Livescan Fingerprint Background Request " with your application.			
Family relationship, if any, to person transferring interest to you: <div style="text-align: right;"> <input type="radio"/> Spouse <input type="radio"/> Child <input type="radio"/> Parent <input type="radio"/> None / Not Applicable </div> <i>For determining applicability of transfer fees pursuant to MCL 436.1529(3)</i>			

Part 4b - Personal Information (Individuals) - Must be at least 21 years of age, pursuant to administrative rule R 436.1105(1)(a)

Date of Birth:	Social Security Number:	Driver's License Number:
Are you a citizen of the United States of America? <div style="text-align: right;"><input type="radio"/> Yes <input type="radio"/> No</div>		
If receiving interest in a Wholesaler license, have you resided in Michigan for the past year, as required by MCL 436.1601(1)? <div style="text-align: right;"><input type="radio"/> Yes <input type="radio"/> No</div>		
Have you ever legally changed your name? <div style="text-align: right;"><input type="radio"/> Yes <input type="radio"/> No</div>		
If you answered "yes", please list your prior name(s) (including maiden):		
Spouse's full name (if currently married):		
Spouse's date of birth:	Is your spouse a citizen of the United States of America? <div style="text-align: right;"><input type="radio"/> Yes <input type="radio"/> No</div>	
Do you or your spouse hold any position, either by appointment or election, which involves the duty to enforce any penal law of the United States of America, or the penal laws of the State of Michigan, or any penal ordinance or resolution of any municipal subdivisions of the State of Michigan? <div style="text-align: right;"><input type="radio"/> Yes <input type="radio"/> No</div>		
Does your spouse hold a retail, manufacturer, or wholesaler license issued by the MLCC? <div style="text-align: right;"><input type="radio"/> Yes <input type="radio"/> No</div>		
Have you ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If Yes , list below (attach additional pages if necessary):		
Date	City/State	Charge
		Disposition
Has your spouse ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If Yes , list below (attach additional pages if necessary):		
Date	City/State	Charge
		Disposition

Part 4c - Signature

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing **false** or **fraudulent** information is a violation of the Liquor Control Code pursuant to MCL 436.2003. (This form must be signed by the person whose information it contains).

Print Name

Signature

Date

Part 5 - Contact Information

Provide information on the contact person for this application. Please note that corporations and limited liability companies must provide documentation (e.g. meeting minutes, corporate resolution) authorizing anyone other than the applicant or an attorney of record to be the contact person. If an authorization is not provided, your contact person will not be acknowledged if they are anyone other than the applicant or attorney.

What is your preferred method of contact?				<input type="radio"/> Phone	<input type="radio"/> Mail	<input type="radio"/> Email	<input type="radio"/> Fax
What is your preferred method for receiving a Commission Order?				<input type="radio"/> Mail	<input type="radio"/> Email	<input type="radio"/> Fax	
Contact name:				Relationship:			
Mailing address:							
Phone:		Fax number:		Email:			

Part 6 - Attorney Information (If You Have An Attorney Representing You For This Application)

Attorney name:		Member Number: P-			
Attorney address:					
Phone:		Fax number:		Email:	
Would you prefer that we contact your attorney for all licensing matters related to this application?				<input type="radio"/> Yes	<input type="radio"/> No
Would you prefer any notices or closing packages be sent directly to your attorney?				<input type="radio"/> Yes	<input type="radio"/> No

Part 7 - Signature of Licensee

Be advised that the information contained in this application will only be used for this request. This section will need to be completed for each subsequent request you make with this office.

Notice: When purchasing interest in a license, a buyer can be held liable for tax debts incurred by the previous owner. Prior to committing to the purchase of any license or establishment, the buyer should request a tax clearance certificate from the seller that indicates that all taxes have been paid up to the date of issuance. Obtaining sound professional assistance from an attorney or accountant can be helpful to identify and avoid any pitfalls and hidden liabilities when buying even a portion of a business. Sellers can make a request for the tax clearance certificate through the Michigan Department of Treasury.

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. Approval of this application by the Michigan Liquor Control Commission does not waive any of these requirements. The licensee must obtain all other required state and local licenses, permits, and approvals for this business before using this license for the sale of alcoholic liquor on the licensed premises.

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing **false** or **fraudulent** information is a violation of the Liquor Control Code pursuant to MCL 436.2003.

The person signing this form has demonstrated that they have authorization to do so and have attached appropriate documentation as proof.

Print Name of Licensee & Title

Signature of Licensee

Date

Please return this completed form along with corresponding documents and fees to:
Michigan Liquor Control Commission
Mailing address: P.O. Box 30005, Lansing, MI 48909
Hand deliveries or overnight packages: Constitution Hall - 525 W. Allegan, Lansing, MI 48933
Fax to: 517-284-8557

Credit Card Authorization Form

**** FAX COMPLETED FORM TO SECURE FAX LINE: 517-284-8557 ****

**** DO NOT EMAIL OR MAIL THIS FORM ****

Requests with credit card payments that are not faxed to the above secure fax line will be destroyed along with the credit card authorization in order to ensure the security of applicants' personal credit card numbers.

****IF YOU ARE NOT SUBMITTING AN APPLICATION FORM WITH THIS CREDIT CARD AUTHORIZATION, YOU MUST PROVIDE AN ITEMIZATION OF THE FEES FOR WHICH YOU ARE SUBMITTING PAYMENT OR YOUR PAYMENT WILL NOT BE PROCESSED****

Name: _____	Transaction Amount: _____
Address: _____	Card Number: _____
City: _____	Check One:
State: _____	<input type="radio"/> MasterCard <input type="radio"/> Visa <input type="radio"/> Discover
Zip Code: _____	Security Code/CVV Code: _____
Phone: _____	Expiration Date: _____
Applicant/Licensee Name: _____	Request or Business ID #: _____

Payment is for: _____

Signature _____

IF YOU ARE NOT SUBMITTING AN APPLICATION FORM WITH THIS CREDIT CARD AUTHORIZATION, YOU MUST PROVIDE AN ITEMIZATION OF THE FEES FOR WHICH YOU ARE SUBMITTING PAYMENT OR YOUR PAYMENT WILL NOT BE PROCESSED.

Credit Card Payment Itemization:

Fee Type	Fee Amount	MLCC Fee Code
<input type="checkbox"/> Inspection Fee(s): _____		4036
<input type="checkbox"/> Special License Fee(s): _____		4008
<input type="checkbox"/> Temporary Authorization Fee: _____		4037
<input type="checkbox"/> License Renewal Fee(s): _____		4004
<input type="checkbox"/> Manufacturer License(s): _____		4038
<input type="checkbox"/> Wholesaler License(s): _____		4085
<input type="checkbox"/> New Retailer License(s): _____		4012
<input type="checkbox"/> Transfer Retailer License(s): _____		4034
<input type="checkbox"/> Conditional License _____		4012
<input type="checkbox"/> New Add Bar <input type="checkbox"/> Transfer Add Bar: _____		4012/4034
<input type="checkbox"/> Sunday Sales Permit (AM): _____		4033
<input type="checkbox"/> Sunday Sales Permit (PM): _____		4032
<input type="checkbox"/> Catering Permit: _____		4031

LARA Revenue Services **is not** a part of the Michigan Liquor Control Commission (MLCC). Receipt of payment and application forms by LARA Revenue Services does not constitute receipt of an application by the MLCC. **Applications submitted through LARA Revenue Services may take up to two (2) additional business days to be received by the MLCC after receipt by LARA Revenue Services.**

For requests that require a timely receipt of an application by the MLCC to be processed, such as Special Licenses and temporary requests, please ensure that your application will be received in adequate time to be processed by the MLCC after the payment is received and processed by LARA Revenue Services.



State of Michigan SDD Liquor Purchase Agreement

THIS LIQUOR LICENSE PURCHASE AGREEMENT is made and entered into, effective June 21, 2018 by and between _____, hereinafter referred to as "Seller" whose address is _____ and _____, hereinafter referred to as "Buyer".

WHEREAS, Seller has sold separately the Real Property commonly described as 1885 Dansville Road, Mason MI 48854, ("Premises").

WHEREAS, Seller is currently the owner of and is willing to sell and transfer to Buyer all rights, title, and full interest in and to the Michigan SDD Liquor License # L-000018163 along with the rights to all renewals as allowed by the Michigan Liquor Control Commission.

NOW, THEREFORE, in consideration of the premises and mutual covenants recited in this Agreement, the parties hereby agree as follows:

1. Liquor License. Seller agrees to sell to Buyer, and Buyer agrees to purchase, all of Seller's rights, title and interest in and to the Liquor License associated with Premises. Buyer warrants that Buyer is the proper person to be a holder of a SDD Liquor License under the rules and regulations of the State of Michigan Liquor Control Commission and under applicable laws and that a transfer of the Liquor License will not be refused for any reason attributable to Buyer. If the transfer of the license is refused for any reason attributed to Buyer, there will be no refund or return of the monies that Buyer has paid to Seller for the license and buyer is still required to close on the real property (if they were the accepted high bidder).
2. Purchase Price.
 - a. If Sold Individually. The final purchase price for the SDD Liquor License shall be the high bid plus the ten percent (10%) Buyer's Premium.
 - b. If Sold with Real Property. The final purchase price for the SDD Liquor License shall be the last good faith bid submitted for the license individually plus the ten percent (10%) Buyer's Premium or \$50,000 plus the ten percent (10%) Buyer's Premium if there were no bids for the license individually.
 - c. Final Purchase Price. Based on the two above requirements, the final purchase price, including the ten percent (10%) Buyer's Premium shall be \$_____.
3. Alcoholic Beverages. There is no alcoholic beverage inventory associated with the Liquor License and none shall be sold or transferred.
4. Cooperation. Seller and Buyer agree to take whatever reasonable steps shall be necessary, in a diligent and expeditious manner, to have the Liquor License transferred to Buyer. Seller and Buyer agree to work cooperatively with the MLCC, applicable municipalities, and law enforcement agencies in their respective investigations of the transfer and to promptly execute and deliver any legal instruments and applications of any nature or kind which may be necessary to effect and consummate this transaction. It is understood that time is of the essence. Buyer agrees to file with the MLCC its application for transfer of the Liquor License within 10 days of the closing date of the auction. If Buyer does not receive all approvals required by the MLCC, Buyer forfeits the entire purchase price paid to Seller.

Buyer Initials _____

5. Payment of Fees. Buyer agrees to pay the full purchase price as determined above in certified funds within 24 hours of the end of the auction. Buyer agrees to pay all application, inspection fees, transfer fees, and any other fees or assessments which may be required by the MLCC, applicable municipalities, or law enforcement agencies for the transfer of the Liquor License. Seller agrees to pay any accumulated escrow fees, renewal fees, and violation fines of Seller that may accrue prior to the date of the auction and that are due and payable to the State of Michigan through the MLCC. Seller agrees to provide Buyer a tax clearance certificate from the Michigan Department of Treasury that indicates that all taxes have been paid up to the date of issuance.
6. Agreement Default. In the event of default of this Agreement by the Buyer, Buyer will forfeit any deposits and payments made under this agreement and such monies will become the property of the Seller and Epic Auctions and Estate Sales. In the event of default of this Agreement by Seller, any deposits and payments made by Buyer to Seller will be returned in a timely manner.
7. Amendments. This agreement shall only be amended by written statements signed and agreed to by Buyer and Seller.
8. Headings. The descriptive headings of this Agreement are for convenience only and do not constitute a part of this Agreement.
9. Governing Law; Parties at Interest. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Michigan, and shall be bind and inure to the benefit of the parties hereto, and their respective heirs, legal representatives, fiduciaries, successors and assigns.
10. Entire Agreement. This Agreement contains the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes any prior understandings and agreements between them respecting the subject matter thereof.
11. Venue; Jurisdiction. The State and Federal courts located in the state of Michigan shall be the exclusive forum for resolving claims and disputes under or with respect to this Agreement, and all parties consent to the jurisdiction of such courts for such purposes.
12. Counterparts: This agreement may be executed in counterparts, each of which shall be deemed an original; such counterparts together shall constitute but one agreement. Facsimile copies of this Agreement are acceptable in lieu of hard copy.

IN WITNESS WHEREOF, the parties have executed this Agreement effective upon the date first set forth above.

BUYER:

SELLER:

By: _____
Date: _____

By: _____
Date: _____

By: _____
Date: _____

By: _____
Date: _____

Buyer Initials _____



State of Michigan SDM Beer & Wine Purchase Agreement

THIS BEER & WINE LICENSE PURCHASE AGREEMENT is made and entered into, effective **June 21, 2018** by and between _____, hereinafter referred to as "Seller" whose address is _____ and _____, hereinafter referred to as "Buyer".

WHEREAS, Seller has sold separately the Real Property commonly described as **1885 Dansville Road, Mason MI 48854**, ("Premises").

WHEREAS, Seller is currently the owner of and is willing to sell and transfer to Buyer all rights, title, and full interest in and to the Michigan SDM Beer & Wine License # **L-000008211** along with the rights to all renewals as allowed by the Michigan Liquor Control Commission.

NOW, THEREFORE, in consideration of the premises and mutual covenants recited in this Agreement, the parties hereby agree as follows:

1. **Beer and Wine License.** Seller agrees to sell to Buyer, and Buyer agrees to purchase, all of Seller's rights, title and interest in and to the Beer & Wine License associated with Premises. Buyer warrants that Buyer is the proper person to be a holder of an SDM Beer & Wine License under the rules and regulations of the State of Michigan Liquor Control Commission and under applicable laws and that a transfer of the Beer & Wine License will not be refused for any reason attributable to Buyer. If the transfer of the license is refused for any reason attributed to Buyer, there will be no refund or return of the monies that Buyer has paid to Seller for the license and buyer is still required to close on the real property (if they were the accepted high bidder).
2. **Purchase Price.**
 - a. **If Sold Individually.** The final purchase price for the SDM Beer & Wine shall be the high bid plus the ten percent (10%) Buyer's Premium.
 - b. **If Sold with Real Property.** The final purchase price for the SDM Beer & Wine shall be the last good faith bid submitted for the license individually plus the ten percent (10%) Buyer's Premium or \$15,000 plus the ten percent (10%) Buyer's Premium if there were no bids for the license individually.
 - c. **Final Purchase Price.** Based on the two above requirements, the final purchase price, including the ten percent (10%) Buyer's Premium shall be \$_____.
3. **Alcoholic Beverages.** There is no alcoholic beverage inventory associated with the Beer & Wine License and none shall be sold or transferred.
4. **Cooperation.** Seller and Buyer agree to take whatever reasonable steps shall be necessary, in a diligent and expeditious manner, to have the Beer & Wine License transferred to Buyer. Seller and Buyer agree to work cooperatively with the MLCC, applicable municipalities, and law enforcement agencies in their respective investigations of the transfer and to promptly execute and deliver any legal instruments and applications of any nature or kind which may be necessary to effect and consummate this transaction. It is understood that time is of the essence. Buyer agrees to file with the MLCC its application for transfer of the Beer & Wine License within 10 days of the closing date of the auction. If Buyer does not receive all approvals required by the MLCC, Buyer forfeits the entire purchase price paid to Seller.

Buyer Initials _____

5. Payment of Fees. Buyer agrees to pay the full purchase price in certified funds within 24 hours of the end of the auction. Buyer agrees to pay all application, inspection fees, transfer fees, and any other fees or assessments which may be required by the MLCC, applicable municipalities, or law enforcement agencies for the transfer of the Beer & Wine License. Seller agrees to pay any accumulated escrow fees, renewal fees, and violation fines of Seller that may accrue prior to the date of the auction and that are due and payable to the State of Michigan through the MLCC. Seller agrees to provide Buyer a tax clearance certificate from the Michigan Department of Treasury that indicates that all taxes have been paid up to the date of issuance.
6. Agreement Default. In the event of default of this Agreement by the Buyer, Buyer will forfeit any deposits and payments made under this agreement and such monies will become the property of the Seller and Epic Auctions and Estate Sales. In the event of default of this Agreement by Seller, any deposits and payments made by Buyer to Seller will be returned in a timely manner.
7. Amendments. This agreement shall only be amended by written statements signed and agreed to by Buyer and Seller.
8. Headings. The descriptive headings of this Agreement are for convenience only and do not constitute a part of this Agreement.
9. Governing Law; Parties at Interest. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Michigan, and shall be bind and inure to the benefit of the parties hereto, and their respective heirs, legal representatives, fiduciaries, successors and assigns.
10. Entire Agreement. This Agreement contains the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes any prior understandings and agreements between them respecting the subject matter thereof.
11. Venue; Jurisdiction. The State and Federal courts located in the state of Michigan shall be the exclusive forum for resolving claims and disputes under or with respect to this Agreement, and all parties consent to the jurisdiction of such courts for such purposes.
12. Counterparts: This agreement may be executed in counterparts, each of which shall be deemed an original; such counterparts together shall constitute but one agreement. Facsimile copies of this Agreement are acceptable in lieu of hard copy.

IN WITNESS WHEREOF, the parties have executed this Agreement effective upon the date first set forth above.

BUYER:

SELLER:

By: _____
Date: _____

By: _____
Date: _____

By: _____
Date: _____

By: _____
Date: _____

Buyer Initials _____