

No. 25-451

IN THE
Supreme Court of the United States

FAYTIMA HOWARD,

Petitioner,

v.

MACOMB COUNTY, MICHIGAN,

Respondent.

ON PETITION FOR A WRIT OF CERTIORARI TO THE
UNITED STATES COURT OF APPEALS FOR THE SIXTH CIRCUIT

BRIEF IN OPPOSITION

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TABLE OF CONTENTS

	Page
TABLE OF AUTHORITIES	iii
COUNTERSTATEMENT TO QUESTION PRESENTED	1
INTRODUCTION	2
STATEMENT OF THE CASE	5
I. Michigan’s Tax-Foreclosure System and the Surplus Proceeds Statute	5
II. Factual Background	9
III. Procedural History	13
REASONS FOR DENYING THE PETITION	16
I. The Petition Presents No Split, No Conflict with Supreme Court Precedent, and No Issue of National Importance	17
A. The Sixth Circuit’s Decision Does Not Conflict with Supreme Court Takings Clause Precedent	17
B. The Sixth Circuit’s Decision Does Not Conflict with Decisions of Other Federal Courts of Appeals or State Courts	23

II.	Michigan’s Statutory Process Fully Satisfies the Takings Clause and Harmonizes State and Federal Remedies	27
III.	This Case Is a Poor Vehicle for Review and Does Not Present the Questions Petitioner Seeks to Raise.....	32
	CONCLUSION	37
	APPENDIX	
	APPENDIX A — MCL § 211.78	1a
	APPENDIX B — MICHIGAN DEPARTMENT OF TREASURY — FORM 5743	56a
	APPENDIX C — DEFENDANTS’ RESPONSE TO MOTION TO CONSOLIDATE AND BRIEF IN THE UNITED STATES DISTRICT COURT EASTERN DISTRICT OF MICHIGAN, FILED FEBRUARY 6, 2024	59a
	APPENDIX D — QUIT CLAIM DEED OF THE REGISTER OF DEEDS, MACOMB COUNTY, MI DATED SEPTEMBER 26, 2023	201a

TABLE OF AUTHORITIES

	Page(s)
Cases:	
<i>257-261 20th Ave., Realty, LLC v. Roberto</i> , 259 N.J. 417 (2025)	26
<i>Ark. Game & Fish Comm’n v. United States</i> , 568 U.S. 23 (2012)	29, 34
<i>Baltimore & Ohio R.R. Co.</i> , 298 U.S. 381 (1936)	34
<i>Biesemeyer v. Mun. of Anchorage</i> , 2024 U.S. Dist. LEXIS 63917 (D. Alaska Mar. 13, 2024)	25
<i>Brown v. Legal Found. of Washington</i> , 538 U.S. 216 (2003)	29, 34
<i>DeVillier v. Texas</i> , 601 U.S. 285 (2024)	1, 4, 21, 22, 24, 31, 37
<i>Felder v. Casey</i> , 487 U.S. 131 (1988)	1, 4, 21, 37
<i>Franco v. Real Portfolio 13, LLC (In re Franco)</i> , 2025 Bankr. LEXIS 648 (D.N.J. Mar. 17, 2025)	25
<i>Fulton v. Fulton Cnty. Bd. of Comm’rs</i> , 148 F.4th 1224 (11th Cir. 2025)	23, 24
<i>Hall v. Meisner</i> , 51 F.4th 185 (6th Cir. 2022)	7, 14

<i>Hathon v. Mich.</i> , 17 N.W.3d 686 (Mich. 2025)	9
<i>Horne v. Department of Agric.</i> , 576 U.S. 351 (2015)	28, 29
<i>Jacobs v. United States</i> , 290 U.S. 13 (1933)	19, 20
<i>Knellinger v. Young</i> , 134 F.4th 1034 (10th Cir. 2025)	23
<i>Knick v. Township of Scott</i> , 588 U.S. 180 (2019)	1, 4, 14, 15, 18-20, 31, 37
<i>Lachance v. Erickson</i> , 522 U.S. 262 (1998)	30
<i>Lucas v. S. Carolina Coastal Council</i> , 505 U.S. 1003 (1992)	28, 29
<i>Maron v. Chief Fin. Officer of Fla.</i> , 136 F.4th 1322 (11th Cir. 2025)	23
<i>Muskegon Cnty. Treasurer v. Beeman (In re Muskegon Cnty. Treasurer for Foreclosure)</i> , 20 N.W.3d 337 (Mich. App. 2023), <i>lv. den.</i> 11 N.W.3d 474 (2024), <i>petition for cert pending</i> (24-858)	9
<i>Nelson v. City of New York</i> , 352 U.S. 103 (1956)	1, 4, 14, 17, 18, 22, 23, 25, 27, 31, 37
<i>O'Connor v. Eubanks</i> , 83 F.4th 1018 (6th Cir. 2023)	24, 25
<i>Penn Cent. Transportation Co. v. City of New York</i> , 438 U.S. 104 (1978)	28

<i>Phillips v. Washington Legal Found.</i> , 524 U.S. 156 (1998)	29
<i>Rafaeli, LLC v. Oakland Cty.</i> , 505 Mich. 429 (2020)	6-7, 14
<i>Schafer v. Kent Cnty.</i> , Nos. 164975, 165219, __ N.W.3d __, 2024 Mich. LEXIS 1438 (July 29, 2024)	9
<i>Tahoe-Sierra Pres. Council, Inc. v.</i> <i>Tahoe Regional Plan. Agency</i> , 535 U.S. 302 (2002)	29
<i>Tyler v. Hennepin County</i> , 598 U.S. 631 (2023)	1, 4, 14, 18, 22, 25, 31, 37
<i>Wright v. Rollyson</i> , 2025 U.S. Dist. LEXIS 48072 (S.D. W. Va. Mar. 17, 2025)	25
 Constitutional Provisions, Statutes, and Other Authorities:	
U.S. Const. amend. V	4, 15, 21
42 U.S.C. § 1983	13, 15, 21, 31
<i>Faytima Howard v. Macomb Cnty., MI</i> , 24- 1665 (6th Cir.), audio recording of oral argument at 15:02-15:32, Mar. 20, 2025, https://www.opn.ca6.uscourts.gov/internet/co urt_audio/audio/03-20-2025%20- %20Thursday/24- 1665%20Faytima%20Howard%20v%20Maco mb%20County%20MI.mp3 (last visited Dec. 12, 2025)	10
Fed. R. Civ. P. 12(b)(6)	9, 14, 32, 33

Mich. Comp. Laws § 211.1	5
Mich. Comp. Laws § 211.78a(2)	5
Mich. Comp. Laws § 211.78b	6
Mich. Comp. Laws § 211.78c.....	6
Mich. Comp. Laws § 211.78f	6
Mich. Comp. Laws § 211.78g(1)-(3).....	5
Mich. Comp. Laws § 211.78h	6
Mich. Comp. Laws § 211.78h(1)	6
Mich. Comp. Laws § 211.78h(5)	6
Mich. Comp. Laws § 211.78i	6
Mich. Comp. Laws § 211.78i(1)	6
Mich. Comp. Laws § 211.78i(1)-(3)	8
Mich. Comp. Laws § 211.78i(5)	6, 8
Mich. Comp. Laws § 211.78i(6)	6
Mich. Comp. Laws § 211.78i(7)(i)	8
Mich. Comp. Laws § 211.78i(8)(h)	8
Mich. Comp. Laws § 211.78j	6
Mich. Comp. Laws § 211.78k(2)	6
Mich. Comp. Laws § 211.78k(3)	6
Mich. Comp. Laws § 211.78k(4)	6
Mich. Comp. Laws § 211.78k(5)	6
Mich. Comp. Laws § 211.78k(6)	6
Mich. Comp. Laws § 211.78m(2)	6
Mich. Comp. Laws § 211.78m(8)	7, 13

Mich. Comp. Laws § 211.78m(8)(a)-(i)	8
Mich. Comp. Laws § 211.78q(1)	6
Mich. Comp. Laws § 211.78t	2-3, 5, 7, 8, 9, 13-16, 24-28, 30, 31, 33
Mich. Comp. Laws § 211.78t(1)	8
Mich. Comp. Laws § 211.78t(2)	8
Mich. Comp. Laws § 211.78t(3)(i)	7
Mich. Comp. Laws § 211.78t(3)(k)	8
Mich. Comp. Laws § 211.78t(4)	8
Mich. Comp. Laws § 211.78t(6)	8
Mich. Comp. Laws § 211.78t(8)	8, 9
Mich. Comp. Laws § 211.78t(9)	8
Mich. Comp. Laws § 211.78t(12)(b)	7
19790 Westchester Dr., CLINTON CHARTER TOWNSHIP, https://bsaonline.com/SiteSearch/ SiteSearchDetails?SearchFocus=All+Record s&SearchCategory=Parcel+Number&Search Text=16-11-09-254-011&uid=254&Page Index=1&ReferenceKey=16-11-09-254- 011&ReferenceType=0&SortBy=&SearchOri gin=0&RecordKeyDisplayString=5683- 19790-00-1&RecordKey=26200& RecordKeyType=8 (last visited on Dec. 12, 2025)	9

**RESPONDENT MACOMB COUNTY'S
BRIEF IN OPPOSITION**

**COUNTERSTATEMENT TO
QUESTION PRESENTED**

The Takings Clause secures a right to just compensation—not an automatic payment untethered from orderly legal process. This Court held in *Nelson v. City of New York*, 352 U.S. 103 (1956), that when a State provides a fair, certain, and accessible procedure for recovering surplus proceeds, no taking occurs when the owner—having received notice—chooses not to invoke it. *Tyler v. Hennepin County*, 598 U.S. 631 (2023), and *DeVillier v. Texas*, 601 U.S. 285 (2024), reaffirm that a constitutional injury arises only when the government both takes property and offers no meaningful mechanism to obtain just compensation; where a remedial avenue exists, the Takings Clause is satisfied. By contrast, *Knick v. Township of Scott*, 588 U.S. 180 (2019), and *Felder v. Casey*, 487 U.S. 131 (1988), address barriers imposed after a federal claim has accrued and do not restrict States from designing procedures that prevent an uncompensated taking from arising in the first instance.

The Sixth Circuit applied these settled principles. It held that Michigan's statute provides a simple, judicially-supervised, and well-noticed process through which former owners and other claimants with potential entitlement—e.g., lienholders, mortgagees, and others with competing interests—may obtain surplus proceeds. Because Petitioner received repeated notice of that process, did not allege

that it was confusing, unreasonable, or inaccessible, and chose not to use it, the court concluded that she had suffered no predicate taking. The court emphasized that nothing in its ruling forecloses a federal civil-rights action if an owner invokes the statutory process and is denied compensation, or if the owner challenges the constitutionality of the process itself. Petitioner advanced neither theory below.

Taken together, this Court's cases, and the Sixth Circuit's application of them, establish a straightforward rule: when a State affords property owners a clear, fair, and certain path to obtain just compensation, the Takings Clause is satisfied *ex ante* and no federal constitutional injury arises. Because the decision below rests on Petitioner's nonuse of the available remedy, not on any challenged legal principle, this case presents a fact-bound dispute that is analytically confined to whether an owner who declines to use a compensation process that avoids constitutional injury may nonetheless claim a federal taking. It, therefore, does not present the questions Petitioner now proposes and thus warrants no review by this Court.

INTRODUCTION

Property taxation sustains the essential functions of state and local government, funding schools, roads, public safety, and other core services. To manage delinquencies fairly, Michigan has established a judicially-supervised framework that balances fiscal necessity with constitutional protection of property rights. Central to this framework is Mich. Comp.

Laws § 211.78t (“Section 78t”), which creates a fair and orderly mechanism for paying surplus proceeds remaining after a tax-foreclosure sale. Section 78t does more than safeguard the interests of former owners: it protects lienholders, mortgagees, and other parties with legitimate claims, ensuring that surplus is distributed according to law. It establishes a neutral process that harmonizes the State’s duty to collect taxes with its obligation to preserve private property rights in remaining value.

Under Section 78t, property owners and other claimants receive months of notice and multiple mailings explaining how to preserve their interest in surplus. The claims process is simple and accessible: file a short form to notify the court of an intent to claim, and—if the property later sells for more than the taxes owed—the court equitably distributes those funds after verifying all submitted claims. This structure reflects the constitutional principle that just compensation must be made available through a fair and certain process, not by automatic transfer. The alternative urged by Petitioner—a rule requiring immediate, unconditional payment of all surpluses to former owners without legal process—would invite inequity, expose governments to liability, promote fraud, and create administrative confusion. It would privilege those who ignore statutory notices over those who comply with them, risk depriving other lawful interest holders of their rights, and replace the rule of law with mechanical windfalls absent verified entitlement.

Petitioner's theory—that the Constitution itself mandates automatic payment of surplus proceeds upon foreclosure, and that Michigan's statute unlawfully conditions that federal right on compliance with state procedure—misunderstands both the Takings Clause and the decision below. The Sixth Circuit recognized that Michigan's law does not proscribe or encumber a federal right to compensation—it fulfills the Fifth Amendment's mandate on the front-end by providing an orderly, court-supervised process through which all interested parties may claim and receive what they are owed, forestalling a constitutional violation. *Nelson* confirms that no taking occurs when a State provides a fair process and the owner ignores it; *Knick* concerns when a federal takings suit may proceed once a taking without compensation already exists; *Felder* addresses post-accrual procedural barriers, not remedial designs that avert violations; and *Tyler* involved a regime with no path to surplus recovery—precisely the opposite of Michigan's. *DeVillier* clarifies that a constitutional injury does not arise when a State affords property owners means to obtain just compensation; the Takings Clause does not dictate any particular remedial vehicle; and States remain free to satisfy the duty of just compensation through reasonable, nondiscretionary statutory processes so long as those processes genuinely provide a path to compensation. Collectively, this jurisprudence underscores the correctness of the Sixth Circuit's holding that when just compensation is made available through a fair statutory process, the Takings Clause is satisfied, not violated.

Petitioner's case involved no taking in which compensation was sought and refused, and no claim that the process provided by Section 78t is constitutionally infirm. Thus, to the extent there is any tension between this Court's precedent and State statutes like Michigan's, this petition provides no basis for the Court to evaluate when a federal claim may proceed alongside or after the operation of a State's compensation mechanism. For that reason, as the Sixth Circuit concluded, this case is not a conduit for the constitutional questions Petitioner advances. Because the petition presents no circuit or lower court split, no conflict with this Court's precedent, and no clean vehicle for resolving any unsettled Takings Clause question, it should be denied.

STATEMENT OF THE CASE

I. Michigan's Tax-Foreclosure System and the Surplus Proceeds Statute

Michigan's General Property Tax Act ("GPTA"), Mich. Comp. Laws §§ 211.1 *et seq.*, establishes a multi-year, judicially-supervised process for addressing delinquent property taxes. Property taxes are payable in the year assessed and through the end of February of the following year, after which unpaid taxes are returned to the county treasurer on March 1 of the following year and classified as delinquent. *See* App. 1a-2a (Mich. Comp. Laws §211.78a(2)). That step does not immediately transfer possession but signals that the county may begin foreclosure proceedings if the delinquency is not cured. *See* App. 11a-15a (Mich. Comp. Laws § 211.78g(1)-(3)). The statute then

requires a series of mailed notices advising the owner of the delinquency, the risk of foreclosure, and the opportunity to cure. *See* App. 4a-10a (Mich. Comp. Laws §§ 211.78b; 211.78c; 211.78f). If the delinquency is not cured, the county petitions the circuit court to foreclose. *See* App. 24a (Mich. Comp. Laws §§ 211.78h(1)). The court then schedules foreclosure and show-cause hearings. *See* App. 26a; 39a (Mich. Comp. Laws §§ 211.78h(5); 211.78j). Notice of those hearings is served, pursuant to MCL § 211.78i. *See* App. 27a-31a. The county conducts a title search to identify persons with any interest in the property. *See* App. 27a-32a (Mich. Comp. Laws § 211.78i(1), (6)). Notice is provided to parties of interest by certified and first class mail, personal service, and publication. *See* App. 27a-32a (Mich. Comp. Laws §§ 211.78i(2)-(3), (5)). Owners and interest holders may appear at the foreclosure or show-cause hearing, to contest the validity or correctness of the unpaid delinquent taxes, interest, penalties, and fees, seek a payment plan to forestall foreclosure, or seek complete removal of the property from foreclosure due to financial hardship or mental incapacity. *See* App. 24a-26a; 39a-42a; 50a (Mich. Comp. Laws §§ 211.78h; 211.78j; 211.78k(2)-(4); 211.78q(1)). When the court enters a judgment of foreclosure and the redemption period expires, title vests in the foreclosing governmental unit (“FGU”). *See* App. 42a-46a (Mich. Comp. Laws § 211.78k(5)-(6)). At that point, the county may sell the property at public auction. *See* Pet. App. 30a-34a (Mich. Comp. Laws § 211.78m(2)).

The Legislature rewrote what happens next after Michigan state and federal decisions in *Rafaeli, LLC*

v. *Oakland Cty.*, 505 Mich. 429 (2020), and *Hall v. Meisner*, 51 F.4th 185 (6th Cir. 2022). Under the pre-2020 version of the GPTA, counties could retain the entire sale price, even if the auction brought in more than the tax debt and statutory costs. *See Rafaeli*, 505 Mich. at 447-48. In *Rafaeli*, the Michigan Supreme Court held that this practice violated the State Constitution because former owners have a separate, vested property interest in surplus. *See id.* at 471-73. Two years later, the Sixth Circuit held that the same regime violated the federal Takings Clause. *See Hall*, 51 F.4th at 196. With those decisions in hand, the Legislature adopted Section 78t to ensure that surplus proceeds are held for the benefit of former owners and other claimants, that everyone with a stake has notice far in advance of the statutory deadlines and a fair chance to assert a claim, and that disputes over the funds are resolved in a single, court-supervised proceeding.

Section 78t requires the FGU, after a tax-foreclosure auction, to calculate whether any surplus remains once taxes, interest, penalties, and costs are deducted. *See* Pet. App. 42a-43a; 50a-51a (Mich. Comp. Laws §§ 211.78t(3)(i); 211.78t(12)(b)). If there is a surplus, the FGU must segregate those funds into a restricted account, which is held by the county treasurer and subject to statutory limits on use under MCL § 211.78m(8). *See* Pet. App. 34a. The FGU provides notice to all persons with recorded or reasonably ascertainable interests, informing them of their right to claim surplus proceeds and of the requirement that they preserve that right by timely filing a “Notice of Intention to Claim Interest in

Foreclosure Sales Proceeds,” a single-page form promulgated by the Department of Treasury (“Form 5743”). *See* App. 27a; 29a-32a; 34a; 36a (Mich. Comp. Laws § 211.78i(1)-(3), (5), (7)(i), (8)(h)); Pet. App. 41a-42a (Mich. Comp. Laws § 211.78t(1)-(2)). Form 5743 gathers basic identifying information, the property description, and a brief explanation of the claimant’s interest. *See* Pet. App. 41a-42a (Mich. Comp. Laws § 211.78t(1)-(2)); *see also* App. 56a-58a (Form 5743). The form must be notarized and returned to the FGU by the statutory deadline. *See* Pet. App. 41a-42a (Mich. Comp. Laws § 211.78t(2)). The statute specifies delivery either by certified mail with a return receipt or by personal service. *See id.* An owner who submits Form 5743 within the designated period preserves his or her claim to surplus proceeds and, if a surplus exists, may file a short motion in the foreclosure proceeding asking the court to distribute those funds. *See* Pet. App. 43a-49a (Mich. Comp. Laws § 211.78t(3)(k), (4), (6), (8)).

Section 78t instructs the court to resolve competing claims and allocate the surplus according to state law priority rules. *See* Pet. App. 49a-50a (Mich. Comp. Laws § 211.78t(9)). The surplus and any interest recorded on the account remain in the restricted account, subject to court-supervised distribution to claimants and limited, prioritized uses specified by the statute, including paying validated claims, covering costs incurred by the FGU in connection with the forfeiture, foreclosure, sale, maintenance, repair, or remediation of the foreclosed property, and administering the GPTA. *See* Pet. App. 34a-38a (Mich. Comp. Laws § 211.78m(8)(a)-(i)).

Michigan courts have consistently treated Section 78t as the exclusive *state law remedy* for recovering surplus proceeds. *See, e.g., Schafer v. Kent Cnty.*, Nos. 164975, 165219, ___ N.W.3d ___, 2024 Mich. LEXIS 1438, at *29 (July 29, 2024), slip op. at 35; *Hathon v. Mich.*, 17 N.W.3d 686, 686 (Mich. 2025); *see also* Pet. App. 50a (Mich. Comp. Laws § 211.78t(8)). They have enforced the deadlines built into the statute, rejected claims by owners who did not file Form 5743 on time, and upheld the statute’s constitutionality under both takings and due process theories. *See, e.g., Muskegon Cnty. Treasurer v. Beeman (In re Muskegon Cnty. Treasurer for Foreclosure)*, 20 N.W.3d 337, 350 (Mich. App. 2023), lv. den. 11 N.W.3d 474 (2024), petition for cert pending (24-858).

II. Factual Background¹

Petitioner purchased the property at issue in 2009. *See* App. 78a-79a (Response to Motion to Consolidate). With the exception of 2014, property taxes were delinquent each year through 2022.² The

¹ The record in this case is significantly limited by procedural posture of the Federal Rule of Civil Procedure 12(b)(6) motion to dismiss ruling. *See infra* at 14.

² *See* 19790 Westchester Dr., CLINTON CHARTER TOWNSHIP, <https://bsaonline.com/SiteSearch/SiteSearchDetails?SearchFocus=All+Records&SearchCategory=Parcel+Number&SearchText=16-11-09-254-011&uid=254&PageIndex=1&ReferenceKey=16-11-09-254-011&ReferenceType=0&SortBy=&SearchOrigin=0&RecordKeyDisplayString=5683-19790-00-1&RecordKey=26200&RecordKeyType=8> (last visited Dec. 12, 2025).

property was the subject of eight tax foreclosure proceedings, included in a judgment of foreclosure six times, and successfully redeemed by Petitioner four times by paying the arrearage. By March 2021, Petitioner was still several years in arrears on property taxes and entered into several payment plans with the County, which she defaulted.

The property was also plagued by incidents that gave rise to ancillary legal disputes and multiple potential interest holders. For instance, the property succumbed to a damaging fire, became embroiled in a dispute with Petitioner's insurer, and was then left unrepaired and unoccupied for several years—constituting a public nuisance and forcing the homeowners association to file a lawsuit,³ as taxes went unpaid and new delinquencies accrued. *See* App. 70a-72a; 74a-105a (Response to Motion to Consolidate, pp. 9-10; Ex. A). Petitioner's ownership of the property was also in dispute. Property records revealed that *Petitioner was not the record owner of the property*—she was the seller under a land contract (which she never properly forfeited), *i.e.*, a lienholder under Michigan law, with only bare legal title as a security for payment, distinct from legal standing as a property owner with full legal and equitable ownership and attendant rights of possession. Thus, she held only a security interest in the property—as

³ *See Faytima Howard v. Macomb Cnty., MI*, 24-1665 (6th Cir.), audio recording of oral argument at 15:02-15:32, Mar. 20, 2025, https://www.opn.ca6.uscourts.gov/internet/court_audio/audio/03-20-2025%20-%20Thursday/24-1665%20Faytima%20Howard%20v%20Macomb%20County%20MI.mp3 (last visited Dec. 12, 2025).

did several other identified parties with competing security interests. See App. 66a-68a (Response to Motion to Consolidate, pp. 4-6; Ex. A).

After more than a decade of intermittent redemptions and recurring delinquency, the County initiated the foreclosure process in 2022. *See* Pet. App. 3a. Over the next several years, the County sent Petitioner multiple notices, including three in 2020, a June 2021 first-class mailing, and a September 2021 first-class mailing—all informing her of the unpaid taxes and explaining that she could cure the delinquency and avoid foreclosure by paying what she owed. *See id.* When the taxes remained unpaid, the County treated the property as forfeited under the statute and petitioned in circuit court seeking a foreclosure judgment. *See id.*; *see also* App. 102a-111a (Response to Motion to Consolidate, Ex. A). Consistent with Michigan’s statute, the County continued to issue the full sequence of required notices for the 2020 delinquency: a February 2022 forfeiture notice sent by both certified and first-class mail; a fall 2022 personal visit; December 2022 certified and first-class mailings; a December 2022 publication; and a February 2023 judgment mailing. These notices paralleled those Petitioner had received in prior foreclosure cycles, each advising her of her right to redeem, her ability to contest or resolve the delinquency, and her opportunity to claim surplus.

Petitioner did not redeem the property and, in February 2023, the circuit court entered a judgment of foreclosure, vesting title in the County once the redemption period expired. *See* Pet. App. 71a-77a;

78a-85a. Continuing its extensive effort to resolve the matter short of foreclosure, the County again agreed to extend her redemption period through a payment plan. This agreement took the form of an “extension of redemption” order filed with the court, which contained a specific expiration date that Petitioner accepted. *See* App. 112a-191a (Response to Motion to Consolidate, Ex. B). When she failed to pay the required amounts by that date, she was in breach, and the agreement expired by its own terms. In addition to the statutory notices, Macomb County, by practice, also provides an extra judgment notice: after the foreclosure hearing, it mails the foreclosure judgment to the former owner, along with a copy of the surplus claim form, again advising of the right to redeem and the right and manner to claim surplus proceeds. And on June 16, 2023, after the extension expired, the County informed Petitioner—by mail and email—that the extension-of-redemption agreement had ended and expressly stating that she needed to file Form 5743 by July 1, 2023 if she wished to claim any surplus that might arise from a future sale. *See* App. 192a-200a (Response to Motion to Consolidate, Ex. C). She did not submit the form by that deadline or at any other point. *See* Pet. App. 10a.

In September 2023, the County offered the property for sale at public auction. The winning bid at the auction was \$499,007, but the high bidder and several runner-up bidders did not complete the purchase. Ultimately, the property sold for \$275,001.00. *See* App. 201a-203a (Quitclaim Deed). The net sale proceeds, after payment of taxes, interest, penalties, and authorized costs, were deposited into a

restricted account where they remain today, subject to the limited, prioritized uses set forth in MCL § 211.78m(8), including the payment of valid surplus claims. The County treasurer records interest on that restricted account consistent with MCL § 211.78m(8).

In accord with Section 78t, the FGU mailed notice to persons with recorded or reasonably ascertainable interests, explaining that surplus proceeds were being held in the restricted account, that such persons had a right to claim those funds, and that they were required to preserve that right by timely filing Form 5743. Petitioner did not file the statutory form and did not motion the court to distribute any portion of the surplus to her. By contrast, at least two interest holders did use the statutory process: lienholder Manchester Estates Homeowners Association and a self-represented individual, separately, filed notices of intent to claim surplus and motions seeking distribution, and both received payment of monies owed. These filings illustrate that Section 78t's procedure has been successfully used by claimants who—unlike Petitioner—wish to claim due surplus proceeds.

III. Procedural History

Rather than use the state court mechanism, in October 2023, Petitioner filed a putative class action under 42 U.S.C. § 1983 (“Section 1983”) and state law in the Eastern District of Michigan asserting that Macomb County had violated the Takings Clause by confiscating surplus proceeds and relying on Section 78t to justify retention. *See* Pet. App. 52a, 59a. Her

complaint did *not* allege that she had filed Form 5743, that she had ever asked for surplus proceeds in the foreclosure case, or that Section 78t's procedures were inadequate or too burdensome for her to follow. Nor did she allege that any of the myriad notices—by mail or email—were not received, were confusing, or failed to describe the surplus claims process. The County moved to dismiss. It argued that, after *Rafaeli*, the Legislature created a remedial scheme that satisfies the Constitution and that Petitioner had not suffered a taking without just compensation because she never tried to obtain the compensation that state law makes available. The district court agreed and dismissed the complaint under Federal Rule of Civil Procedure 12(b)(6). *See* Pet. App. 24a-26a. It concluded that Michigan's amended statute corrected the constitutional defect identified in *Rafaeli* and *Hall*, that Section 78t provides a viable path for former owners to recover surplus, and that Petitioner's failure to use that path meant she had not stated a federal takings claim. *See id.*

On appeal, the Sixth Circuit affirmed. It framed the case around two practicalities: (1) the Legislature amended its law in 2020 to permit property owners to obtain surplus value in foreclosed properties and (2) Petitioner did not avail herself of that process. *See* Pet. App. 2a-3a. Relying on *Nelson* and *Tyler*, the court held that a State may attach reasonable procedures to the preservation of a surplus interest and that no federal taking occurs when an owner disregards them. *See* Pet. App. 9a-10a. The court read *Knick*, in the case of a completed taking (*i.e.*, a compelled public access easement created by the

Township's ordinance), as eliminating the requirement to exhaust state remedies before proceeding to federal court, not as forbidding States from designing remedial processes that prevent such a taking from arising. *See* Pet. App. 11a. As the court explained, it was precisely *because the taking had already occurred*—and because the government had not provided compensation at that time—that this Court held Knick's claim was ripe for federal court without pursuing available state compensation procedures. *See id.* On that understanding, the Sixth Circuit properly distinguished *Knick* and concluded that Michigan's statute does not re-impose an exhaustion requirement; it simply defines how the surplus interest must be claimed. *See* Pet. App. 11a-12a. Because Petitioner never used Section 78t or alleged that its process was constitutionally infirm, the court held that she could not show the predicate taking for a Section 1983 claim. *See* Pet. App. 11a-13a.

The court also addressed Petitioner's contention, made on appeal, that Section 78t violates the Fifth Amendment because it does not expressly provide for interest on surplus and because it deducts a five-percent sales commission. *See* Pet. App. at 13a-17a. The court explained that her failure to invoke the statutory surplus claims process left the record devoid of facts showing how interest would have been treated in her case, whether the County itself calculated and applied interest when disbursing surplus proceeds, or whether other Michigan statutes might require the payment of interest on such awards. *See* Pet. App. 16a. Without a developed record of how the statutory

process operated as applied to her, the court declined to treat these speculative issues as part of her takings claim. *See id.* The court likewise rejected her challenge to the five-percent sales commission. It clarified that the proper question was not whether Section 78t guarantees just compensation in a vacuum, but whether the commission causes the government to take more than it is owed. *See* Pet. App. 14a. According to the court, nothing in her complaint plausibly alleged that the commission exceeds permissible costs borne by the FGU associated with tax collection, foreclosure, and sale. *See id.* The panel also emphasized that, because she never used the statutory procedure, her challenge could proceed only as a facial attack, which failed because she had not shown the commission to be unconstitutional in every application. *See* Pet. App. 16a. Having identified no constitutional defect in the statute and no taking on the facts she alleged, the court also rejected these theories. *See* Pet. App. 16-17a. Petitioner sought rehearing en banc, which the court denied.

REASONS FOR DENYING THE PETITION

The petition identifies no conflict, no unresolved constitutional question, and no vehicle for meaningful review. The Sixth Circuit applied settled precedent to hold that no taking occurs when a State provides a fair, certain, and accessible mechanism for obtaining surplus proceeds and the property owner simply does not use it. Michigan's statute satisfies the Takings Clause by providing an orderly, judicially-supervised process that prevents an uncompensated taking from

arising, and the decision below does not conflict with any opinion of this Court or any other court. Petitioner's failure to invoke the statutory remedy produced the absence of compensation she now attributes to constitutional error, leaving no record to evaluate her speculative challenges and no factual predicate for the broader questions she urges this Court to consider. This routine, fact-bound application of *Nelson* presents no issue of national importance and is an unsuitable vehicle for anything Petitioner attempts to raise.

I. The Petition Presents No Split, No Conflict with Supreme Court Precedent, and No Issue of National Importance.

Petitioner seeks to cast this case as evidence of a doctrinal fracture in the Court's Takings Clause jurisprudence and among the lower courts. That framing does not withstand examination. The Sixth Circuit resolved a narrow, straightforward question: whether a former property owner who receives clear notice of a simple process for claiming surplus suffers a taking when she declines to use it. Petitioner's effort to transform that fact-bound holding into a conflict of national significance mischaracterizes both the record and the governing law.

A. The Sixth Circuit's Decision Does Not Conflict with Supreme Court Takings Clause Precedent.

Petitioner identifies no conflict with any decision of this Court, and the opinion below applies

established principles to a straightforward set of facts. Petitioner contends that Michigan's surplus proceeds statute contradicts this Court's precedent because it requires former owners to take affirmative steps before receiving surplus funds. She argues that filing a notice of intent to claim surplus impermissibly conditions a federal right on compliance with state procedure, allegedly in tension with *Knick* and incompatible with *Tyler*'s recognition of a protected surplus interest. That characterization is fundamentally mistaken.

There is no conflict between the Sixth Circuit's decision and any precedent of this Court. Each of the cases Petitioner invokes reinforces, rather than undermines, the principle the Sixth Circuit applied: the Takings Clause is satisfied when the State provides a fair, certain, and accessible avenue to obtain compensation. *Nelson* controls and Petitioner has presented no reason why it should not. There, the Court upheld a surplus claim procedure that required owners to file a timely request for sale and distribution, holding that no taking occurred when an owner—despite notice—failed to follow that process. *See Nelson*, 352 U.S. at 109-10. Michigan's statute is materially analogous: it recognizes surplus interest, provides repeated notice, and requires a simple notice and motion. *See Pet. App.* 9a-10a. Petitioner does not dispute that she received notice and chose not to act. And notwithstanding her current unpreserved, thinly-veiled due process arguments, she did not allege below that she failed to receive notice, that she did not

understand it, or that she attempted and was prevented from complying.⁴ See Pet. App. 13a.

Despite Petitioner’s reading, *Knick* addressed a very different constitutional injury from the one she claims here, and its analysis underscores why no taking occurred in this case. In *Knick*, the Court concluded that the alleged taking was completed when the Township enforced an ordinance that required property owners to grant public access across their land without any contemporaneous provision of compensation. See *Knick*, 588 U.S. at 186. The Court treated the imposition of that easement as the event that *effected the taking* because the government required an invasion of private property while providing no mechanism for payment at the moment of that intrusion. See *id.* at 190. By contrast, no comparable event occurred here: Michigan did not compel a physical invasion, appropriate surplus value, or extinguish the surplus interest. Instead, Michigan made compensation immediately available through a simple statutory process, and the asserted injury arises solely from Petitioner’s voluntary nonuse of that process. See Pet. App. 9a-10a.

Knick’s treatment of earlier precedent reinforces this distinction. When *Knick* discussed *Jacobs v. United States*, 290 U.S. 13 (1933), it relied on that case

⁴ Petitioner acknowledges she made no due process argument below. See Pet. 10, n. 8. As the Sixth Circuit noted, Petitioner’s new argument on appeal that Michigan’s procedures “contain hurdles apt to bar owners from recovering their just desserts” constitutes a due process claim, was absent from her pleading, as were factual allegations to support it. See Pet. App. 12a-13a.

to illustrate why the Takings Clause is self-executing *once the government completes an actual taking without providing compensation*. See *Knick*, 588 U.S. at 190-91. In *Jacobs*, the government had already appropriated the plaintiff's land by physically flooding it as part of a federal public-works project, thereby inflicting a direct and fully completed injury. See *Jacobs*, 290 U.S. at 15. Nothing comparable happened in the case below—the government never appropriated Petitioner's surplus equity. Instead, the surplus was segregated, deposited into a restricted account, and held for Petitioner and other interest holders to claim through the statutory process—an arrangement that prevents a *Jacobs*-type taking from occurring in the first place.

Knick also made clear that overruling the state-litigation requirement of *Williamson County* did not transform every state procedural rule into a constitutional violation. See *Knick*, 588 U.S. at 202. *Knick* eliminated the requirement that owners must pursue state litigation after a taking occurs, but it did not prohibit States from providing an orderly mechanism to deliver compensation before any uncompensated taking arises. See *id.* Accordingly, *Knick*'s ripeness holding does not preclude States from designing remedial processes that make compensation available *ex ante* and thereby avert the occurrence of any taking at all. See Pet. App. 11a. As the Sixth Circuit correctly explained, Michigan's statute fits squarely within these principles: it defines the surplus interest, provides repeated notice, and ensures payment upon a timely, valid claim—preventing any

Fifth Amendment violation from materializing. *See* Pet. App. 11a-12a.

This modern jurisprudence is reinforced—not displaced—by *Felder* and *DeVillier*. *Felder* addresses state law procedural barriers imposed after a federal cause of action exists; it does not restrict a State’s ability to require modest, well-noticed steps to claim compensation before a federal injury arises. *See Felder*, 487 U.S. at 135, 144-45. Michigan’s procedure does not impede the type of Section 1983 action pressed below; it operates upstream of any federal claim and thus falls outside *Felder*’s post-accrual framework. *See* Pet. App. 11a-12a.

DeVillier—conspicuously absent from the petition—likewise confirms the Sixth Circuit’s analysis. There, this Court emphasized that constitutional concerns arise only when a State takes property without providing a viable means to obtain compensation. *See DeVillier*, 601 U.S. at 293. Nothing in *DeVillier* suggests that a constitutional injury results when compensation is available but unclaimed. In fact, the Court explicitly recognized the opposite—that no constitutional violation arises when the State furnishes property owners with “other ways to seek just compensation,” and that the Takings Clause does not require any particular remedial vehicle so long as compensation is actually available. *See id.* at 292. The Court expressly reserved whether the Takings Clause itself provides a direct cause of action in federal court. *See id.* To the extent Petitioner attempts to smuggle that unresolved question into this case, it is not presented here: she did

not invoke Michigan's remedial scheme, did not allege that it denied her compensation, and did not raise any claim regarding the scope of a freestanding federal cause of action. *See* Pet. App. 12a-13a. State remedies that genuinely provide compensation preclude a constitutional injury, and because no taking without compensation occurred here, the self-executing-cause-of-action question *DeVillier* reserved is not implicated.

Finally, *Tyler*, decided just two-and-a half years ago, reaffirms the continuing force of *Nelson*, while illustrating why Petitioner's theory is wrong. In *Tyler*, this Court explained that *Nelson* upheld New York's regime because it preserved the owner's surplus interest and offered a genuine procedure for reclaiming surplus. *See Tyler*, 598 U.S. at 644. The owners simply did not use it. *See id.* (citing *Nelson*, 352 U.S. at 109). *Tyler* condemned Minnesota's statute for doing the opposite—extinguishing the surplus interest outright and offering no recovery mechanism. *See id.* at 644-45. Michigan's statute, like the statute in *Nelson*, preserves the surplus interest, creates a judicial process to recover it, and provides clear notice of what claimants must do. *See* Pet. App. 9a-10a. The decision below falls on the *Nelson* side of the line, and the alleged constitutional injury stems only from Petitioner's refusal to claim.

Thus, the Sixth Circuit's decision squarely aligns with seventy years of this Court's Takings Clause jurisprudence and presents no conflict warranting review.

B. The Sixth Circuit’s Decision Does Not Conflict with Decisions of Other Federal Courts of Appeals or State Courts.

There is no split among the federal courts of appeals or among state courts of last resort on the question decided below. Petitioner contends that the decision below conflicts with federal and state court decisions, citing New Jersey, Georgia, Michigan, and various federal decisions as evidence of a supposed split. That contention is unfounded. The decisions she invokes arise under materially different statutory frameworks, turn on distinct factual records, or involve situations where no meaningful surplus-recovery mechanism existed. *See, e.g., Knellinger v. Young*, 134 F.4th 1034, 1044 (10th Cir. 2025); *Maron v. Chief Fin. Officer of Fla.*, 136 F.4th 1322, 1330 (11th Cir. 2025). None holds that a State violates the Takings Clause when it provides an orderly, judicial process for claiming surplus proceeds and an owner, after notice, simply fails to invoke it. The Sixth Circuit’s approach mirrors, rather than departs from, the uniform understanding that *Nelson’s* rule is satisfied—and no taking occurs—when the State affords a fair and accessible avenue to obtain compensation.

Petitioner’s reliance on *Fulton v. Fulton Cnty. Bd. of Comm’rs*, 148 F.4th 1224 (11th Cir. 2025), is illustrative. She invokes *Fulton* as if it rejected the proposition that an adequate state process can avert a takings injury. In fact, *Fulton* underscores the same principle the Sixth Circuit applied here. There, the

Eleventh Circuit recognized, quoting *DeVillier*, that “constitutional concerns do not arise when property owners have other ways to seek just compensation.” *See Fulton*, 148 F.4th. at 1232. *Fulton*’s concern was whether Georgia’s scheme failed to provide such an avenue on the facts before it—not whether a State may use a statutory mechanism to satisfy the duty of just compensation in the first place. *See id.* at 1235-36. Michigan’s framework does exactly what *Fulton* and *DeVillier* describe as constitutionally sufficient: it requires surplus proceeds to be segregated in a restricted surplus proceeds account, held by the treasurer and subject to statutory limits on use, and it makes those funds recoverable through a simple, judicially-supervised procedure. Nothing in *Fulton* suggests that a statute like Section 78t is unconstitutional, and nothing in *Fulton* undermines the Sixth Circuit’s core holding here, that when compensation is available through an existing process, there is no uncompensated taking to remedy.

The other federal decisions Petitioner cites likewise do not conflict with the decision below. *O’Connor v. Eubanks* addresses Michigan’s unclaimed property framework in a different context. It does not hold that a State must hold tax-sale surplus indefinitely or that any deadline for asserting claims is unconstitutional; it holds that the unclaimed property statute at issue imposed no temporal bar on owners’ retrieving abandoned financial assets, a rule that was expressly grounded in the unique statutory design of Michigan’s escheat law and not in any constitutional command applicable to tax foreclosure

surplus. See *O'Connor v. Eubanks*, 83 F.4th 1018, 1021 (6th Cir. 2023).

In re Franco and related New Jersey decisions evaluate a distinct, lien-based structure that Petitioner herself characterizes as lacking a meaningful surplus-recovery remedy because they permit lienholders who initiate foreclosure to acquire title without any statutory obligation to conduct a sale or return surplus value, leaving former owners without the type of judicial, post-sale surplus distribution procedure that *Nelson* approves and that Michigan now provides. To the extent those cases find challenges in New Jersey's system, they do so precisely because it allegedly fails to provide the kind of straightforward claims process that Michigan now has. See e.g., *Franco v. Real Portfolio 13, LLC (In re Franco)*, 2025 Bankr. LEXIS 648, *17-19 (D.N.J. Mar. 17, 2025). *Biesemeyer* and *Wright*, by contrast, uphold claim windows and notice mechanisms as constitutionally adequate under *Nelson* and *Tyler*, reinforcing (not contradicting) the notion that a reasonable, well-noticed procedure for claiming surplus value prevents a takings violation from arising. See *Biesemeyer v. Mun. of Anchorage*, 2024 U.S. Dist. LEXIS 63917, *15-16 (D. Alaska Mar. 13, 2024); *Wright v. Rollyson*, 2025 U.S. Dist. LEXIS 48072, *8-9 (S.D. W. Va. Mar. 17, 2025). None of these decisions rejects *Nelson's* rule that an owner who disregards a fair opportunity to claim surplus has not suffered a constitutional injury; they either apply that rule in favor of the State or fault statutes that fall short of it—statutes unlike Section 78t.

Petitioner's use of state court authority is similarly misplaced. She cites *257-261 20th Ave., Realty, LLC v. Roberto*, 259 N.J. 417 (2025), for instance, to suggest that New Jersey's pre-sale claim system exemplifies a broader judicial skepticism about claim-based surplus procedures. But New Jersey's regime is structurally and temporally distinct: by conditioning any surplus protection on pre-sale filings made before the amount of equity is even known, and by operating within a tax-lien foreclosure architecture that does not require a public sale or the creation of a surplus fund, it ties surplus protection to pre-sale actions in a lien-foreclosure framework that operates very differently from Michigan's post-sale, court-supervised surplus-distribution mechanism. *See Roberto*, 259 N.J. 417, 432-34. Any concern *Roberto* expresses about the timing or configuration of New Jersey's process does not translate into a categorical rule against claim procedures or establish a conflict with a statute like Section 78t, which segregates actual sales proceeds in a restricted account after auction and then invites claims to those funds under judicial oversight. Far from exposing divergent doctrine, these decisions track the same basic line—no remedy, potential taking; genuine remedy, no taking—that the Sixth Circuit faithfully applied here.

Petitioner has not identified a single federal court of appeals or state court of last resort decision holding that a State violates the Takings Clause by doing what Michigan does: creating a judicial, notice-rich claims process and treating an owner's failure to use it as a forfeiture rather than as a federal constitutional

injury. The cases she cites either involve different statutory schemes that allegedly provide no meaningful surplus process or expressly acknowledge no constitutional concern when owners have a way to seek just compensation. That is precisely the situation here. There is, therefore, no federal circuit split or no state–federal disagreement—doctrinal, practical, or otherwise—that warrants this Court’s review.

II. Michigan’s Statutory Process Fully Satisfies the Takings Clause and Harmonizes State and Federal Remedies.

Petitioner’s unpreserved, present attack on Section 78t ultimately rests on the assertion that Michigan’s claims process is so demanding that it fails both the Takings Clause and due process. That argument has not persuaded the Michigan courts, and the record here does not support it as a basis for imploring this Court to grant certiorari review. A State does not violate the Constitution by creating a fair and accessible remedial scheme that prevents an uncompensated taking from arising in the first place—and Section 78t is precisely that kind of system. *See Nelson*, 352 U.S. at 109-10; *see also* Pet. App. 9a-10a.

From a takings perspective, Section 78t does exactly what the Constitution requires. Michigan courts have recognized that former owners retain a property interest in surplus, and the Legislature created a process that protects that interest: segregation of surplus, retention of the funds in a

restricted, statutorily limited account, individualized notice, and a straightforward method for claiming and recovering funds—satisfies the constitutional requirement that the State provide a reasonable, certain, and adequate mechanism for compensation.

Petitioner’s contention that Section 78t violates the Takings Clause because it does not automatically confer surplus proceeds turns on a misreading of the Court’s references to a “categorical duty” to pay just compensation. This Court has used that terminology in a precise and limited way. In *Lucas v. S. Carolina Coastal Council*, 505 U.S. 1003 (1992), and *Horne v. Department of Agric.*, 576 U.S. 351 (2015), the Court described a categorical duty to compensate only when a taking falls within the recognized per se categories—a permanent physical occupation or appropriation (as in *Horne*) or a regulation that eliminates all economically beneficial use of land (as in *Lucas*). See *Horne*, 576 U.S. at 378; *Lucas*, 505 U.S. at 1019. In that context, “categorical duty” marks a substantive rule of liability that dispenses with balancing the economic effect on the property owner against the government’s reason for a regulation; it does not speak to how an owner must invoke a remedy, what procedural steps may be required, or whether a State may employ a claims process to deliver compensation. See *Penn Cent. Transportation Co. v. City of New York*, 438 U.S. 104, 124 (1978).

Petitioner collapses this substantive concept into a procedural one, treating “categorical duty” as if it forbade States from requiring any claim-preservation step or from channeling compensation through a

statutory mechanism. *See* Pet. 21-24. Nothing in *Lucas* or *Horne* supports that imaginative transformation. Those decisions presuppose that a taking without just compensation has already occurred; they do not address, much less invalidate, remedial frameworks that prevent such a taking by providing a ready avenue to payment. When a State, as here, creates a reasonable, certain, and accessible process through which former owners can obtain surplus value, the categorical duty is honored—not evaded—because the government has provided just compensation in advance and left it to the former owner to decide whether to claim it. *See* Pet. App. 9a-10a. Properly understood, the Court’s usage of this language undercuts, rather than supports, Petitioner’s effort to treat automatic disbursement as constitutionally mandated.

Petitioner invokes additional takings authorities—such as *Ark. Game & Fish Comm’n v. United States*, 568 U.S. 23 (2012), *Tahoe-Sierra Pres. Council, Inc. v. Tahoe Regional Plan. Agency*, 535 U.S. 302 (2002), *Brown v. Legal Found. of Washington*, 538 U.S. 216 (2003), and *Phillips v. Washington Legal Found.*, 524 U.S. 156 (1998). Those cases likewise do not disturb Michigan’s framework. Each addresses the scope of the government’s substantive liability *once a taking has occurred* and what constitutes just compensation, not whether a State may satisfy that obligation through a claims procedure that averts any uncompensated taking from arising. *See Ark. Game & Fish Comm’n*, 568 U.S. at 30-31; *Tahoe-Sierra Pres. Council, Inc.*, 535 U.S. at 332-33; *Brown*, 538 U.S. 233-34; *Phillips*, 524 U.S. at 160. They assume a

completed taking without payment; they do not hold that a State must forgo reasonable, well-noticed remedial steps and mail checks automatically whenever property is foreclosed and then sold for owed taxes. Treating those cases as prohibiting a front-end statutory remedy like Section 78t inverts their premise.

Due process analysis (asserted but not preserved here) leads to the same conclusion. Due process asks whether the procedure provides notice and a meaningful opportunity to be heard. *See Lachance v. Erickson*, 522 U.S. 262, 266 (1998). Section 78t satisfies—and exceeds—those requirements. Surplus funds are segregated into a restricted-use account held by the county treasurer, and maintained while former owners and any other claimants decide whether to act and a court determines legal entitlement. The statute requires mailed notice identifying the precise form and deadline for asserting a claim. Former owners then need submit only a single page and file a simple motion—steps far less cumbersome than the procedures upheld in many due process cases. Petitioner does not allege that the process is confusing, that the deadlines were unclear, or that she attempted but was thwarted in complying. Her complaint simply asserted that she should have been paid automatically, regardless of her long history of delinquency, her disputed ownership status, the multiple parties in interest, other claimants' compliance with Section 78t, and her utter failure to avail herself of that process. *See* Pet. App. 59a. Due process does not require that result.

And from a federalism perspective, Section 78t harmonizes—rather than conflicts with—federal remedies. It channels surplus-claims into a single, judicial proceeding in which all stakeholders can participate, while leaving Section 1983 available if the State denies compensation after a claimant properly invokes the statute or claims a procedure-based constitutional infirmity. *See* Pet. App. 11a. This is the very division of authority that *Knick* preserves: States may prevent takings by providing compensation, but once a taking without compensation occurs, a Section 1983 action becomes available. *See* Pet. App. 11a-12a. The Sixth Circuit correctly held that no such uncompensated taking occurred here.

To the extent Petitioner suggests precedent raises concerns that remedial schemes could be so obscure, compressed, or illusory as to function as no remedy at all, *see* Pet. 21-24, Michigan’s statute lies on the permissible side of the line, offering extended notice, specific instructions, and reasonable deadlines. It does not extinguish the surplus interest by definition, recharacterize it as a penalty, or bury it in procedural traps: Petitioner did not argue otherwise below. These distinctions place Michigan’s framework far from the unconstitutional regime invalidated in *Tyler* and firmly within the constitutionally acceptable category described in *Nelson* and *DeVillier*. If some future case presents facts suggesting that the statute operates in a constitutionally deficient way—for example, if a claimant timely filed Form 5743 but was denied participation or if judicial distribution was refused despite legal entitlement—the Court could address that scenario. This, however, is not that case.

Petitioner never invoked the statute, never developed a record, and never asked the state courts to award her anything. *See* Pet. App. 16a. Her claim is not that Michigan failed to compensate her after she invoked her rights; it is that she was entitled to compensation without invoking them at all. *See* Pet. App. 59a. That theory contravenes settled precedent and would convert nonuse of a readily available remedy into an injury the Constitution does not recognize. The Constitution does not compel that outcome. A statute that segregates surplus in a restricted, limited-use account, provides clear notice of a simple claim procedure, and channels disbursement through a court-supervised process is the opposite of the kind of opaque or illusory remedy that could raise Takings or Due Process concerns.

III. This Case Is a Poor Vehicle for Review and Does Not Present the Questions Petitioner Seeks to Raise.

Even apart from the lack of any conflict and the adequacy of Michigan's statute, this case is an unsuitable vehicle for addressing the questions Petitioner poses. This is a bare-pleadings Rule 12(b)(6) case with no state court record. *See* Pet. App. 4a, 16a. On that sparse posture, the court below could address only the legal sufficiency of her claim that nonuse of the process itself constitutes a taking. *See* Pet. App. 16a. The record, thus, is underdeveloped on the issues she now presses, and her own litigation choices prevent this Court from addressing the questions she posits. This Court does not grant review to explore hypothetical compensation disputes or to

remodel a state remedial framework in the abstract, and this case exemplifies why such review would be inappropriate. The Rule 12(b)(6) posture is especially significant here: Petitioner chose not to allege many facts she now highlights, yet she asks this Court to treat her case as a vehicle to redesign Michigan's remedial system in the abstract.

The Petition devotes considerable attention to questions about prejudgment interest, attorney's fees, and the design of Michigan's five-percent fee under Section 78t. Pet. 24-25 Yet none of these issues was decided below in a way that would support certiorari, and the facts needed to evaluate them are absent from the record. *See* Pet. App. 13a-17a. The Sixth Circuit noted that Petitioner never invoked Michigan's statutory process and thus never created a record about how interest would have been handled in her case. *See* Pet. App. 16a. The court explained that, without a surplus-distribution order, it had no way to know whether the County or some other provision of state law would have added interest to any payment she might have received. *See id.* For that same reason, it could not meaningfully evaluate whether any component of Section 78t's design—including fees or costs—operated in a manner inconsistent with the Takings Clause. *See id.* The same is true of attorney's fees and costs. Petitioner never asked the circuit court for surplus proceeds; she never requested fees; she never raised these issues as a matter of state law. *See* Pet. App. 13a, 16a. There is, in short, no concrete dispute about how much she would have received had she used the statute. This Court does not sit to decide remedial questions without facts, and Petitioner's

failure to build a record forecloses reliable, meaningful review.

The Supreme Court precedent Petitioner cites concerning interest and the measure of just compensation further underscores why this case is a poor vehicle. Cases like *Brown, Ark. Game & Fish Comm’n*, and *Baltimore & Ohio R.R. Co.* involved acknowledged takings or established liability and asked what additional amounts—such as delay-based interest or consequential losses—were required to make the owner whole. See *Ark. Game & Fish Comm’n*, 568 U.S. at 30-31; *Brown*, 538 U.S. at 235; *Baltimore & Ohio R.R. Co.* 298 U.S. 381, 386 (1936). They did not purport to resolve abstract questions about interest or fees in a vacuum, and they rested on developed records about timing and economic impact. Here, by contrast, there has been no determination that a taking occurred, no state-court distribution order, and no factual showing about how Michigan would calculate or pay any surplus. See Pet. App. 13a, 16a. Attempting to resolve those questions here would require the Court to speculate about how the statute might operate in circumstances that never arose, which is precisely what this Court avoids. Using this case to decide interest or fee issues would do exactly what those precedents avoided: issue a compensation ruling untethered to concrete facts. This Court has consistently declined to announce compensation rules without a factual predicate, and it should do so again here.

This Court ordinarily reserves questions about the components of just compensation—particularly

contested ones like fees and interest—when compensation has actually been sought and awarded, so that the Court can examine how a specific statute operates. This case presents the opposite scenario. The owner never tested the state process, and the lower courts never reached any conclusions about how Michigan would apply it. *See* Pet. App. 13a, 16a. To decide, in that wholly speculative posture, whether the Constitution requires interest or attorney’s fees in addition to principal would be to issue an advisory opinion on a hypothetical set of facts. That is not how the Court proceeds, and it is another reason to deny review.

The same logic applies to the five-percent commission Petitioner challenges. The Sixth Circuit properly treated that challenge as a facial attack and rejected it because she had not shown that the fee would be unconstitutional in every application, particularly in light of how other States structure tax-related costs and commissions. *See* Pet. App. 13a-16a. That issue is independent of the surplus claims process and does not present the kind of clean, recurring question that would justify the Court’s intervention here. Any evaluation of the fee would require examining how it functions in practice—again, something this record does not permit.

The petition is also animated by a broader policy objection that finds no foothold in this Court’s jurisprudence. Petitioner prefers a regime in which governments calculate surplus proceeds and mail checks to former owners mechanically, without legal process. The Michigan Legislature took a different

approach. It chose to embed surplus claims within the existing tax foreclosure case, to rely on the circuit courts to reliably supervise distributions, and to ask former owners and other claimants to signal their intent to pursue those funds through a simple statutory process. That choice is not constitutionally compelled, but it is constitutionally permissible. *See* Pet. App. 9a-10a. It reflects the State's judgment about how best to identify and coordinate the interests of former owners, mortgagees, lienholders, other claimants, and counties within the overarching tax system. The Legislature's approach channels disputes into a single proceeding, creates a clear and uniform method of asserting claims, and protects county and state budgets from uncertainty while still honoring the surplus property right. Petitioner's disagreement with that legislative judgment is not a basis for certiorari review and does not convert a policy preference into a constitutional command.

Petitioner's disagreement with that design is ultimately an argument for a different statute. Nothing prevents her or her allies from asking the Michigan Legislature to adjust timelines, modify notice language, or make surplus payments automatic. But there is no sound basis for turning those policy questions or subjective preferences into federal constitutional commands or for declaring that the present statute is unconstitutional simply because it does not embody Petitioner's preferred model. The Takings Clause guarantees just compensation—not any particular mechanism for delivering it—and it permits States to use reasonable procedures that prevent uncompensated takings from arising in the

first place. Respect for state sovereignty, especially in the sensitive realm of tax collection and property law, counsels strongly against that step.

For all these reasons, this case is not the vehicle to rework *Nelson*, to revisit *Knick*, to reconsider *Felder*, or to impose new, one-size-fits-all rules on how States may design remedial procedures after *Tyler* and *DeVillier*. Michigan has already done what *Tyler* asked: it ceased unqualified retention of surplus equity and built a system to pay it out. Petitioner's claim fails not because Michigan ignored her rights, but because she declined to assert them. This Court should not grant review to relieve a litigant from the consequences of declining to use the very remedies the Constitution permits States to create.

CONCLUSION

Petitioner's fact-bound challenge cannot serve as a vehicle for revisiting settled doctrine or addressing abstract remedial questions unmoored from any developed record. Because Michigan provided a fair, certain, and judicially-supervised avenue for obtaining compensation, and because the alleged constitutional violation arises from Petitioner's decision not to use it, this case presents no issue warranting this Court's review. The petition for a writ of certiorari should be denied.

Dated December 15, 2025

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APPENDIX

TABLE OF APPENDICES

	<i>Page</i>
APPENDIX A — MCL § 211.78	1a
APPENDIX B — MICHIGAN DEPARTMENT OF TREASURY — FORM 5743	56a
APPENDIX C — DEFENDANTS’ RESPONSE TO MOTION TO CONSOLIDATE AND BRIEF IN THE UNITED STATES DISTRICT COURT EASTERN DISTRICT OF MICHIGAN, FILED FEBRUARY 6, 2024	59a
APPENDIX D — QUIT CLAIM DEED OF THE REGISTER OF DEEDS, MACOMB COUNTY, MI DATED SEPTEMBER 26, 2023	201a

APPENDIX A — MCL § 211.78

MCLS § 211.78a

211.78a. Property returned as delinquent subject to forfeiture, foreclosure, and sale; unpaid taxes from preceding year; county property tax administration fee and interest; notice of return of delinquent taxes; annual fee; procedures and schedules established by ordinance.

Sec. 78a.

(1) For taxes levied after December 31, 1998, all property returned for delinquent taxes, and upon which taxes, interest, penalties, and fees remain unpaid after the property is returned as delinquent to the county treasurers of this state under this act, is subject to forfeiture, foreclosure, and sale for the enforcement and collection of the delinquent taxes as provided in section 78, this section, and sections 78b to 79a. As used in section 78, this section, and sections 78b to 79a, “taxes” includes interest, penalties, and fees imposed before the taxes become delinquent and unpaid special assessments or other assessments that are due and payable up to and including the date of the foreclosure hearing under section 78k.

(2) On March 1 in each year, taxes levied in the immediately preceding year that remain unpaid shall be returned as delinquent for collection. However, if the last day in a year that taxes are due and payable before being returned as delinquent is on a Saturday, Sunday, or legal holiday, the last day taxes are due and payable before being returned as

Appendix A

delinquent is on the next business day and taxes levied in the immediately preceding year that remain unpaid shall be returned as delinquent on the immediately succeeding business day. Except as otherwise provided in section 79 for certified abandoned property, property delinquent for taxes levied in the second year preceding the forfeiture under section 78g or in a prior year to which this section applies shall be forfeited to the county treasurer for the total of the unpaid taxes, interest, penalties, and fees for those years as provided under section 78g.

(3) A county property tax administration fee of 4% and, except as provided in section 78g(3)(c), interest computed at a noncompounded rate of 1% per month or fraction of a month on the taxes that were originally returned as delinquent, computed from the date that the taxes originally became delinquent, shall be added to property returned as delinquent under this section. A county property tax administration fee provided for under this subsection shall not be less than \$1.00.

(4) Any person with an unrecorded property interest or any other person who wishes at any time to receive notice of the return of delinquent taxes on a parcel of property may pay an annual fee not to exceed \$5.00 by February 1 to the county treasurer and specify the parcel identification number, the address of the property, and the address to which the notice shall be sent. Holders of any undischarged mortgages wishing to receive notice of the return of delinquent taxes on a parcel or parcels of property may provide a list of such parcels in a form prescribed by the county treasurer and pay an annual fee not to exceed \$1.00

Appendix A

per parcel to the county treasurer and specify for each parcel the parcel identification number, the address of the property, and the address to which the notice should be sent. The county treasurer shall notify the person or holders of undischarged mortgages if delinquent taxes on the property or properties are returned within that year.

(5) Notwithstanding any charter provision to the contrary, the governing body of a local governmental unit that collects delinquent taxes may establish for any property, by ordinance, procedures for the collection of delinquent taxes and the enforcement of tax liens and the schedule for the forfeiture or foreclosure of delinquent tax liens. The procedures and schedule established by ordinance shall conform at a minimum to those procedures and schedules established under sections 78a to 78l, except that those taxes subject to a payment plan approved by the treasurer of the local governmental unit as of July 1, 1999 shall not be considered delinquent if payments are not delinquent under that payment plan.

4a

Appendix A

MCLS § 211.78b

§ 211.78b. Notice provisions; June 1.

Sec. 78b.

Except as otherwise provided in section 79 for certified abandoned property, on or within 60 days before the June 1 immediately succeeding the date that unpaid taxes are returned to the county treasurer as delinquent under section 78a, the county treasurer shall send notice of all the following by first-class mail, address correction requested, to the person to whom a tax bill for property returned for delinquent taxes was last sent or to the person identified as the owner of property returned for delinquent taxes, to a person entitled to notice of the return of delinquent taxes under section 78a(4), and to a person to whom a tax certificate for property returned for delinquent taxes was issued under former section 71, as shown on the current records of the county treasurer:

(a) The date property on which unpaid taxes were returned as delinquent will be forfeited to the county treasurer for those unpaid delinquent taxes, interest, penalties, and fees.

(b) A statement that a person who holds a legal interest in the property may lose that interest as a result of the forfeiture and subsequent foreclosure proceeding.

Appendix A

(c) A legal description or parcel number of the property and the street address of the property, if available.

(d) The person or persons to whom the notice is addressed.

(e) The unpaid delinquent taxes, interest, penalties, and fees due on the property.

(f) A statement that unless those unpaid delinquent taxes, interest, penalties, and fees are paid on or before the March 31 immediately succeeding the entry in an uncontested case of a judgment foreclosing the property under section 78k, absolute title to the property shall vest in the foreclosing governmental unit.

(g) A statement of the person's rights of redemption and notice that the rights of redemption will expire on the March 31 immediately succeeding the entry in an uncontested case of a judgment foreclosing the property under section 78k.

6a

Appendix A

MCLS § 211.78c

§ 211.78c. Notice provisions; September 1.

Sec. 78c.

Except as otherwise provided in section 79 for certified abandoned property, on or within 60 days before the September 1 immediately succeeding the date that unpaid taxes are returned to the county treasurer as delinquent under section 78a, the county treasurer shall send notice of all the following by first-class mail, address correction requested, to the person to whom a tax bill for property returned for delinquent taxes was last sent or to the person identified as the owner of property returned for delinquent taxes, to a person entitled to notice of the return of delinquent taxes under section 78a(4), and to a person to whom a tax certificate for property returned for delinquent taxes was issued under former section 71, as shown on the current records of the county treasurer:

(a) The date property on which unpaid taxes were returned as delinquent will be forfeited to the county treasurer for those unpaid delinquent taxes, interest, penalties, and fees.

(b) A statement that a person who holds a legal interest in the property may lose that interest as a result of the forfeiture and subsequent foreclosure proceeding.

Appendix A

(c) A legal description or parcel number of the property and the street address of the property, if available.

(d) The person or persons to whom the notice is addressed.

(e) The unpaid delinquent taxes, interest, penalties, and fees due on the property.

(f) A schedule of the additional fees that will accrue on the immediately succeeding October 1 under section 78d if the unpaid delinquent taxes, interest, penalties, and fees due on the property are not paid.

(g) A statement that unless those unpaid delinquent taxes, interest, penalties, and fees are paid on or before the March 31 immediately succeeding the entry in an uncontested case of a judgment foreclosing the property under section 78k, absolute title to the property shall vest in the foreclosing governmental unit.

(h) A statement of the person's rights of redemption and notice that the rights of redemption will expire on the March 31 immediately succeeding the entry in an uncontested case of a judgment foreclosing the property under section 78k.

Appendix A

MCLS § 211.78f

§ 211.78f. Notice provisions; February 1; additional notices.

Sec. 78f.

(1) Except as otherwise provided in section 79 for certified abandoned property, not later than the February 1 immediately succeeding the date that unpaid taxes were returned to the county treasurer for forfeiture, foreclosure, and sale under section 60a(1) or (2) or returned to the county treasurer as delinquent under section 78a, the county treasurer shall send a notice by certified mail, return receipt requested, to the person to whom a tax bill for property returned for delinquent taxes was last sent and, if different, to the person identified as the owner of property returned for delinquent taxes as shown on the current records of the county treasurer and to those persons identified under section 78e(2). The notice required under this subsection shall include all of the following:

(a) The date property on which those unpaid taxes were returned as delinquent will be forfeited to the county treasurer for the unpaid delinquent taxes, interest, penalties, and fees.

(b) A statement that a person who holds a legal interest in the property may lose that interest as a result of the forfeiture and subsequent foreclosure proceeding.

Appendix A

(c) A legal description or parcel number of the property and the street address of the property, if available.

(d) The person to whom the notice is addressed.

(e) The unpaid delinquent taxes, interest, penalties, and fees due on the property.

(f) A schedule of the additional interest, penalties, and fees that will accrue on the immediately succeeding March 1 pursuant to section 78g if those unpaid delinquent taxes, interest, penalties, and fees due on the property are not paid.

(g) A statement that unless those unpaid delinquent taxes, interest, penalties, and fees are paid on or before the March 31 immediately succeeding the entry in an uncontested case of a judgment foreclosing the property under section 78k, absolute title to the property shall vest in the foreclosing governmental unit.

(h) A statement of the person's rights of redemption and notice that the rights of redemption will expire on the March 31 immediately succeeding the entry in an uncontested case of a judgment foreclosing the property under section 78k.

(2) The notice required under subsection (1) shall also be mailed to the property by first-class mail, addressed to "occupant", if the notice was not sent to the occupant of the property pursuant to subsection (1).

Appendix A

(3) A county treasurer may insert 1 or more additional notices in a notice publication circulated in the county in which the property is located. If no notice publication is circulated in the county in which the property is located, the county treasurer may insert 1 or more additional notices in a notice publication circulated in an adjoining county. Additionally, a county treasurer may post 1 or more additional notices on a website, including, but not limited to, a website maintained by the county treasurer.

(4) The county treasurer may insert in a notice publication circulated in the county in which the property is located, notice of the street address, if available, of property subject to forfeiture under section 78g on the immediately succeeding March 1 for delinquent taxes or the street address, if available, of property subject to forfeiture under section 78g on the immediately succeeding March 1 for delinquent taxes and the name of the person to whom a tax bill for property returned for delinquent taxes was last sent and, if different, the name of the person identified as the owner of the property returned for delinquent taxes as shown on the current records of the county treasurer. If no notice publication is circulated in the county in which the property is located, the county treasurer may insert a notice under this subsection in a notice publication circulated in an adjoining county. Additionally, a county treasurer may post on a website, including, but not limited to, a website maintained by the county treasurer.

Appendix A

MCLS § 211.78g

§ 211.78g. Property delinquent for preceding 12 months or forfeited for total amount; right to possession by foreclosing governmental unit; limitation; recording certificate with county register of deeds; redemption; property as site of environmental contamination; reduction in amount necessary to redeem property.

Sec. 78g.

(1) Except as otherwise provided in this subsection, on March 1 in each tax year, certified abandoned property and property that is delinquent for taxes, interest, penalties, and fees for the immediately preceding 12 months or more is forfeited to the county treasurer for the total amount of those unpaid delinquent taxes, interest, penalties, and fees. If property is forfeited to a county treasurer under this subsection, the foreclosing governmental unit does not have a right to possession of the property until the April 1 immediately succeeding the entry of a judgment foreclosing the property under section 78k or in a contested case until 22 days after the entry of a judgment foreclosing the property under section 78k. If property is forfeited to a county treasurer under this subsection, the county treasurer shall add a \$175.00 fee to each property for which those delinquent taxes, interest, penalties, and fees remain unpaid. The fee added under this subsection must be used by the foreclosing governmental unit and the fee added under section 78d must be used by the county treasurer for the administration of

Appendix A

sections 78 to 79a, including, but not limited to, costs associated with providing required notices and with the forfeiture, foreclosure, sale, maintenance, repair, and remediation of property. A county treasurer shall withhold a property from forfeiture for any reason determined by the state tax commission. The state tax commission shall determine the procedure for withholding a property from forfeiture under this subsection.

(2) Not more than 45 days after property is forfeited under subsection (1), the county treasurer shall record with the county register of deeds a certificate in a form determined by the department of treasury for each property forfeited to the county treasurer, specifying that the property has been forfeited to the county treasurer and not redeemed and that absolute title to the property and any equity associated with an interest in the property will vest in the foreclosing governmental unit on the March 31 immediately succeeding the entry of a judgment foreclosing the property under section 78k or in a contested case 21 days after the entry of a judgment foreclosing the property under section 78k. The certificate must include an explanation of the right of a person with an interest in the property at the time a judgment of foreclosure of the property is effective under section 78k to claim that person's interest in any remaining proceeds pursuant to section 78t after a sale or transfer of the property under section 78m. If a certificate of forfeiture is recorded in error, the county treasurer shall record with the county register

Appendix A

of deeds a certificate of error in a form prescribed by the department of treasury. A certificate submitted to the county register of deeds for recording under this subsection need not be notarized and may be authenticated by a digital signature of the county treasurer or by other electronic means. If the county has elected under section 78 to have this state foreclose property under this act forfeited to the county treasurer under this section, the county treasurer shall immediately transmit to the department of treasury a copy of each certificate recorded under this subsection. The county treasurer shall upon collection transmit to the department of treasury within 30 days the fee added to each property under subsection (1), which may be paid from the county's delinquent tax revolving fund and upon receipt must be deposited by the department of treasury in the land reutilization fund created under section 78n.

(3) Property forfeited to the county treasurer under subsection (1) may be redeemed at any time on or before the March 31 immediately succeeding the entry of a judgment foreclosing the property under section 78k or in a contested case within 21 days of the entry of a judgment foreclosing the property under section 78k upon payment to the county treasurer of all of the following:

(a) The total amount of unpaid delinquent taxes, interest, penalties, and fees for which the property was forfeited or the reduced amount of unpaid delinquent taxes, interest, penalties, and fees payable under subsection (8), if applicable.

Appendix A

(b) Except as otherwise provided in this subdivision and subdivision (c), in addition to the interest calculated under sections 60a(1) or (2) and 78a(3), additional interest computed at a noncompounded rate of $1/2\%$ per month or fraction of a month on the taxes that were originally returned as delinquent, computed from the March 1 preceding the forfeiture. The county treasurer may waive the additional interest under this subdivision if the property is withheld from the petition for foreclosure under section 78h(3)(c).

(c) If the property is classified as residential real property under section 34c, the property is a principal residence exempt from the tax levied by a local school district for school operating purposes under section 7cc, and a tax foreclosure avoidance agreement is in effect for the property under section 78q(5), while the tax foreclosure avoidance agreement is effective, all of the following apply:

(i) The property must be withheld from the petition for foreclosure under section 78h.

(ii) The additional interest under subdivision (b) does not apply and interest computed at a noncompounded rate of $1/2\%$ per month or fraction of a month on the taxes that were originally returned as delinquent, computed from the date that the taxes originally were returned as delinquent, applies to the property.

Appendix A

(d) All recording fees and all fees for service of process or notice.

(4) If property is redeemed by a person with a legal interest in the property as provided under subsection (3), any unpaid taxes, interest, penalties, and fees not returned as delinquent to the county treasurer under section 78a are not extinguished.

(5) If property is redeemed by a person with a legal interest in the property as provided under subsection (3), the person redeeming does not acquire a title or interest in the property greater than that person would have had if the property had not been forfeited to the county treasurer, but a person redeeming, other than the owner, is entitled to a lien for the amount paid to redeem the property in addition to any other lien or interest the person may have, which must be recorded within 30 days with the register of deeds by the person entitled to the lien. The lien acquired has the same priority as the existing lien, title, or interest.

(6) If property is redeemed as provided under subsection (3), the county treasurer shall issue a redemption certificate in quadruplicate in a form prescribed by the department of treasury. One of the quadruplicate certificates must be delivered to the person making the redemption payment, 1 must be filed in the office of the county treasurer, 1 must be recorded in the office of the county register of deeds, and 1 must be immediately transmitted to the department of treasury if this state is the foreclosing

Appendix A

governmental unit. The county treasurer shall also make a note of the redemption certificate in the tax record kept in his or her office, with the name of the person making the final redemption payment, the date of the payment, and the amount paid. If the county treasurer accepts partial redemption payments, the county treasurer shall include in the tax record kept in his or her office the name of the person or persons making each partial redemption payment, the date of each partial redemption payment, the amount of each partial redemption payment, and the total amount of all redemption payments. A certificate and the entry of the certificate in the tax record by the county treasurer is evidence of a redemption payment in the courts of this state. A certificate submitted to the county register of deeds for recording under this subsection need not be notarized and may be authenticated by a digital signature of the county treasurer or by other electronic means. If a redemption certificate is recorded in error, the county treasurer shall record with the county register of deeds a certificate of error in a form prescribed by the department of treasury. A copy of a certificate of error recorded under this section must be immediately transmitted to the department of treasury if this state is the foreclosing governmental unit.

(7) If a foreclosing governmental unit has reason to believe that a property forfeited under this section may be the site of environmental contamination, the foreclosing governmental unit shall provide the department of environment, Great Lakes, and energy

Appendix A

with any information in the possession of the foreclosing governmental unit that suggests the property may be the site of environmental contamination.

(8) Notwithstanding any provision of this act or charter to the contrary, until July 1, 2025, all of the following apply to property for which delinquent property taxes remain unpaid, including property forfeited under this section, located in a local unit of government that, pursuant to subsection (10)(b)(i) or (ii), is participating in a payment reduction program authorized by this subsection:

(a) If the property is subject to an exemption under section 7u and the property's owner has not previously received a payment reduction under this subsection, the foreclosing governmental unit may do 1 or more of the following:

(i) If the total amount of unpaid delinquent taxes is greater than 10% of the property's taxable value for the calendar year preceding the year the property was exempt from the collection of taxes under section 7u, reduce the amount required to be paid under section 78a(1) or required to be paid to redeem the property under subsection (3)(a) to 10% of the property's taxable value for the calendar year preceding the year the property was exempt from the collection of taxes under section 7u. A reduction under this subparagraph must be allocated to each taxing unit based on the proportion that

Appendix A

its unpaid delinquent taxes certified to the county treasurer bear to the total amount of unpaid delinquent taxes certified to the county treasurer in connection with the property.

(ii) Cancel some or all of any unpaid delinquent taxes that represent charges for services that have become delinquent and have been certified to the county treasurer for collection of taxes and enforcement of the lien for the taxes under section 21(3) of the revenue bond act of 1933, 1933 PA 94, MCL 141.121.

(iii) Cancel all of the interest, penalties, and fees required to be paid under this act.

(b) If the amount required to be paid under this act is reduced under subdivision (a), the foreclosing governmental unit may further reduce the amount by an amount not to exceed 10% of the unpaid delinquent taxes required to be paid to redeem the property if the property is redeemed by a single lump-sum payment made within a period to be determined by the foreclosing governmental unit.

(c) A foreclosing governmental unit may apply the provisions of this subsection to property subject to a delinquent property tax installment payment plan under section 78q(1) or a tax foreclosure avoidance agreement under section 78q(5). Except as provided in this subdivision, the terms and conditions of a payment reduction applied to property under this

Appendix A

subsection must be consistent with the terms and conditions of a delinquent property tax installment payment plan under section 78q(1) or tax foreclosure agreement under section 78q(5) for the property. If the owner of property subject to a delinquent property tax installment payment plan under section 78q(1) or a tax foreclosure avoidance agreement under section 78q(5) has failed to pay any amounts owed under the plan or agreement, that nonpayment does not prohibit the property owner from receiving a payment reduction under this subsection. Notwithstanding any provision of this act to the contrary, the full amount owed by an owner of property as reduced by this subsection must be payable in not more than 3 years after the date the reduction is established by the foreclosing governmental unit.

(d) If a property owner has paid a reduced amount under this subsection in accordance with the terms, conditions, and time period established by the county treasurer, any remaining unpaid taxes, interest, penalties, and fees otherwise payable shall be canceled by the county treasurer, including, but not limited to, any interest, fee, or penalty payment requirements set forth in a delinquent property tax installment payment plan under section 78q(1) or a tax foreclosure avoidance agreement under section 78q(5) with respect to the property. A county treasurer shall not impose any additional interest, penalties, fees, or other charges of any kind in connection with a payment reduction program under this subsection.

Appendix A

(e) If the owner of property subject to a payment reduction under this subsection fails to pay the full reduced amount of delinquent taxes, penalties, and fees under this subsection in accordance with the terms, conditions, and time period established by the county treasurer, all of the following apply:

(i) The amount required to be paid to redeem the property is the sum of both of the following:

(A) The full amount of any unpaid delinquent taxes on the property.

(B) Interest under subsection (3)(b) and any additional interest, fees, charges, and penalties otherwise applicable to any unpaid taxes on the property, including, but not limited to, interest, fees, charges, and penalties canceled under subdivision (d).

(ii) The property must be included in the immediately succeeding petition for foreclosure under section 78h.

(f) A foreclosing governmental unit may not approve a reduction in the amount required to redeem property under this subsection if the reduction would cause noncompliance with section 87c(7) or otherwise impermissibly impair an outstanding debt of the county or any taxing unit.

(g) All payments collected in connection with property under this subsection must be distributed

Appendix A

to each taxing unit that has certified to the county treasurer unpaid delinquent taxes for the property in an amount based on the proportion that the taxing unit's unpaid delinquent taxes certified to the county treasurer bear to the total amount of unpaid delinquent taxes certified to the county treasurer in connection with the property.

(h) A county treasurer shall set forth the terms and benefits of a payment reduction program available under this subsection in a plan available upon request to the department of treasury. The plan must set forth which of the reductions described in subdivisions (a) and (b) are available under the program and must include any other information determined to be necessary or appropriate in the discretion of the county treasurer.

(9) If a payment reduction under subsection (8) is in effect for property for which a county has issued notes under this act that are secured by the delinquent taxes and interest on that property, at any time within 2 years after the date that those taxes were returned as delinquent, the county treasurer may charge back to any taxing unit the face amount of the delinquent taxes that were owed to that taxing unit on the date those taxes were returned as delinquent, less the amount of any payments received by the county treasurer on that property. All subsequent payments of delinquent taxes and interest on that property must be retained by the county treasurer in a separate account and either paid to or credited to the account of that taxing unit.

Appendix A

(10) A foreclosing governmental unit's authority to apply any of the payment-reduction measures otherwise available under subsection (8) is subject to all of the following:

(a) A foreclosing governmental unit that seeks to implement a program under subsection (8) shall provide written notice to the treasurer of each affected local unit of government within the county in which the property is located of the foreclosing governmental unit's intent to implement the program and state that the local unit of government has the option of participating in the program. The notice must contain all of the terms and conditions to be offered under the program, in addition to any other information that the foreclosing governmental unit considers necessary or appropriate.

(b) Not later than 21 days after the foreclosing governmental unit provides the written notice described in subdivision (a), the treasurer of any affected local unit of government may provide the foreclosing governmental unit with 1 of the following, as applicable:

(i) Written notice of nonparticipation in the program, if the local unit of government is located in a county with a population of more than 1,500,000 according to the most recent population estimate produced by the United States Census Bureau's Population Estimates Program (PEP). All property within a local unit

Appendix A

of government that provides written notice of nonparticipation under this subparagraph will be excluded from the program. Any affected local unit of government whose treasurer does not provide written notice of nonparticipation under this subparagraph is conclusively presumed to have consented to participation in the program, and all property within that local unit of government will be included in the program.

(ii) Written notice of participation in the program, if the local unit of government is located in a county other than one described in subparagraph (i) and the governing body of the local unit of government has approved a resolution to participate in the program. All property within a local unit of government that provides written notice of participation under this subparagraph will be included in the program. Any affected local unit of government whose treasurer does not provide written notice of participation under this subparagraph is conclusively presumed to have declined to participate in the program, and all property within that local unit of government will be excluded from the program.

(11) As used in this section, “local unit of government” means a city, township, or village.

Appendix A

MCLS § 211.78h

§ 211.78h. Petition for foreclosure; filing in circuit court; removal of property from petition; withholding property by foreclosing governmental unit; hearing date.

Sec. 78h.

(1) Not later than June 15 in each tax year, the foreclosing governmental unit shall file a single petition with the clerk of the circuit court of that county listing all property forfeited and not redeemed to the county treasurer under section 78g to be foreclosed under section 78k for the total of the forfeited unpaid delinquent taxes, interest, penalties, and fees. If available to the foreclosing governmental unit, the petition shall include the street address of each parcel of property set forth in the petition. The petition shall seek a judgment in favor of the foreclosing governmental unit for the forfeited unpaid delinquent taxes, interest, penalties, and fees listed against each parcel of property. The petition shall request that a judgment be entered vesting absolute title to each parcel of property in the foreclosing governmental unit, without right of redemption.

(2) If property is redeemed after the petition for foreclosure is filed under this section, the foreclosing governmental unit shall request that the circuit court remove that property from the petition for foreclosure before entry of judgment foreclosing the property under section 78k.

Appendix A

(3) The foreclosing governmental unit may withhold the following property from the petition for foreclosure filed under this section:

(a) Property the title to which is held by minor heirs or persons who are incompetent, persons without means of support, or persons unable to manage their affairs due to age or infirmity, until a guardian is appointed to protect that person's rights and interests.

(b) Property the title to which is held by a person undergoing substantial financial hardship, as determined under a written policy developed and adopted by the foreclosing governmental unit. The foreclosing governmental unit shall make available to the public the written policy adopted under this subdivision. The written policy adopted under this subdivision shall include, but is not limited to, all of the following:

(i) The person requesting that the property be withheld from the petition for foreclosure holds the title to the property.

(ii) The total household resources of the person requesting that the property be withheld from the petition for foreclosure meets the federal poverty income standards as defined and determined annually by the United States office of management and budget or alternative guidelines adopted by the

Appendix A

foreclosing governmental unit, provided that the alternative guidelines include all persons who would otherwise meet the federal poverty income standards under this subparagraph. As used in this subparagraph, “total household resources” means that term as defined in section 508 of the income tax act of 1967, 1967 PA 281, MCL 206.508.

(c) Property the title to which is held by a person subject to a delinquent property tax installment payment plan or tax foreclosure avoidance agreement under section 78q.

(4) If a foreclosing governmental unit withholds property from the petition for foreclosure under subsection (3), a taxing unit’s lien for taxes due or the foreclosing governmental unit’s right to include the property in a subsequent petition for foreclosure is not prejudiced.

(5) The clerk of the circuit court in which the petition is filed shall immediately set the date, time, and place for a hearing on the petition for foreclosure, which hearing shall be held not more than 30 days before the March 1 immediately succeeding the date the petition for foreclosure is filed.

Appendix A

MCLS § 211.78i

§ 211.78i. Identification of owners of property interest; title search; personal visit to determine occupancy; publication of notice; sources of identification; notice provisions; prohibited assertions if failure to redeem property; noncompliance; “authorized representative” defined; applicability of other requirements.

Sec. 78i.

(1) Not later than May 1 immediately succeeding the forfeiture of property to the county treasurer under section 78g, the foreclosing governmental unit shall initiate a search of records identified in subsection (6) to identify the persons with a property interest in the property entitled to notice under this section of the show cause hearing under section 78j and the foreclosure hearing under section 78k. The foreclosing governmental unit may enter into a contract with 1 or more authorized representatives to perform a title search or may request from 1 or more authorized representatives another title search product to identify the persons with a property interest in the property as required under this subsection or to perform other functions required for the collection of delinquent taxes under this act, including, but not limited to, the administration of sections 78 to 79a.

(2) After conducting the search of records under subsection (1), the foreclosing governmental unit or its authorized representative shall determine the

Appendix A

address reasonably calculated to apprise each person with a property interest in a forfeited property of the show cause hearing under section 78j and the foreclosure hearing under section 78k and shall send notice of the show cause hearing under section 78j and the foreclosure hearing under section 78k to those persons, and to a person entitled to notice of the return of delinquent taxes under section 78a(4), by certified mail, return receipt requested, not less than 30 days before the show cause hearing. If after conducting the search of records under subsection (1) the foreclosing governmental unit is unable to determine an address reasonably calculated to inform a person with an interest in a forfeited property, or if the foreclosing governmental unit discovers a deficiency in notice under subsection (4), the following are reasonable steps by the foreclosing governmental unit or its authorized representative to ascertain the address of a person with an interest in property entitled to notice under this section or to ascertain an address necessary to correct the deficiency in notice under subsection (4):

(a) For an individual, a search of the records of the probate court for the county in which the property is located.

(b) For an individual, a search of the qualified voter file established under section 509o of the Michigan election law, 1954 PA 116, MCL 168.509o. A search of the qualified voter file is authorized by this subdivision.

Appendix A

(c) For a partnership, a search of partnership records filed with the county clerk.

(d) For a business entity other than a partnership, a search of business entity records filed with the department of licensing and regulatory affairs.

(3) The foreclosing governmental unit or its authorized representative or authorized agent shall make a personal visit to each property forfeited to the county treasurer under section 78g to ascertain whether or not the property is occupied. If the property appears to be occupied, the foreclosing governmental unit or its authorized representative shall do all of the following:

(a) Attempt to personally serve upon a person occupying the property notice of the show cause hearing under section 78j and the foreclosure hearing under section 78k.

(b) If a person occupying the property is personally served, verbally inform the occupant that the property will be foreclosed and the occupants will be required to vacate unless all forfeited unpaid delinquent taxes, interest, penalties, and fees are paid, of the time within which all forfeited unpaid delinquent taxes, interest, penalties, and fees must be paid, and of agencies or other resources that may be available to assist in avoiding loss of the property interest and any equity associated with the interest in the property.

Appendix A

(c) If the occupant appears to lack the ability to understand the information provided, notify the department of health and human services or provide the occupant with the names and telephone numbers of the agencies that may be able to assist the occupant, or both.

(d) If the foreclosing governmental unit or its authorized representative does not personally meet with the occupant, the foreclosing governmental unit or its authorized representative shall place in a conspicuous location on the property a notice that explains, in plain English, that the property will be foreclosed unless forfeited unpaid delinquent taxes, interest, penalties, and fees owed on the property are paid, the time within which forfeited unpaid delinquent taxes, interest, penalties, and fees must be paid, and the names, addresses, and telephone numbers of agencies or other resources that may be available to assist a person with an interest in the property with avoiding the loss of the property interest and any equity associated with the property interest. The notice must include the internet website address for the legal resource and referral center of the state bar of Michigan and the toll-free telephone number for the state bar of Michigan's lawyer referral service. The notice also must include an explanation of the right of a person with an interest in the property at the time a judgment of foreclosure of the property is effective under section 78k to claim that person's interest in any remaining proceeds pursuant to

Appendix A

section 78t after a sale or transfer of the property under section 78m. If this state is the foreclosing governmental unit within a county, the department of treasury or its authorized representative shall perform the personal visit to each property under this subsection on behalf of this state.

(4) If the foreclosing governmental unit or its authorized representative discovers any deficiency in the provision of notice, the foreclosing governmental unit shall take reasonable steps in good faith to correct that deficiency not later than 30 days before the show cause hearing under section 78j, if possible.

(5) If the foreclosing governmental unit or its authorized representative is unable to ascertain an address reasonably calculated to apprise a person with a property interest entitled to notice under this section, or is unable to notify a person with a property interest under subsection (2), the foreclosing governmental unit shall provide notice by publication as provided in this subsection and section 78s. The notice must be inserted for 2 successive weeks, once each week, in a notice publication circulated in the county in which the property is located. If a notice publication is not circulated in the county in which the property is located, the foreclosing governmental unit shall insert the notice in a notice publication circulated in an adjoining county. In addition to provision of notice in a notice publication, the foreclosing governmental unit may also post the notice under this subsection for not less than 14 days on a website, including, but not

Appendix A

limited to, a website maintained by the foreclosing governmental unit.

(6) A person with a property interest is entitled to notice under this section of the show cause hearing under section 78j and the foreclosure hearing under section 78k if that person's interest was identifiable by reference to any of the following sources before the date that the county treasurer records the certificate required under section 78g(2):

(a) Land title records in the office of the county register of deeds.

(b) Tax records in the office of the county treasurer.

(c) Tax records in the office of the local assessor.

(d) Tax records in the office of the local treasurer.

(7) The notice required under subsections (2) and (3) must include all of the following:

(a) The date on which the property was forfeited to the county treasurer.

(b) A statement that the person notified may lose that person's interest in the property and any equity associated with that property interest as a result of the foreclosure proceeding under section 78k.

Appendix A

- (c) A legal description or parcel number of the property and, if available, the street address of the property.
- (d) The person to whom the notice is addressed.
- (e) The total taxes, interest, penalties, and fees due on the property.
- (f) The date and time of the show cause hearing under section 78j.
- (g) The date and time of the hearing on the petition for foreclosure under section 78k, and a statement that unless the forfeited unpaid delinquent taxes, interest, penalties, and fees are paid on or before the March 31 immediately succeeding the entry of a judgment foreclosing the property under section 78k, or in a contested case within 21 days of the entry of a judgment foreclosing the property under section 78k, the title to the property will vest absolutely in the foreclosing governmental unit and that all existing interests in oil or gas in that property will be extinguished except the following:
 - (i) The interests of a lessee or an assignee of an interest of a lessee under an oil or gas lease in effect as to that property or any part of that property if the lease was recorded in the office of the register of deeds in the county in which the property is located before the date of filing the petition for foreclosure under section 78h.

Appendix A

(ii) Interests preserved as provided in section 1(3) of 1963 PA 42, MCL 554.291.

(h) An explanation of the person's rights of redemption and notice that the rights of redemption will expire on the March 31 immediately succeeding the entry of a judgment foreclosing the property under section 78k, or in a contested case 21 days after the entry of a judgment foreclosing the property under section 78k.

(i) An explanation of the right of a person with an interest in the property at the time a judgment of foreclosure of the property is effective under section 78k to claim that person's interest in any remaining proceeds pursuant to section 78t after a sale or transfer of the property under section 78m.

(j) The internet website address for the legal resource and referral center of the state bar of Michigan and the toll-free telephone number for the state bar of Michigan's lawyer referral service.

(8) The published notice required under subsection (5) must include all of the following:

(a) A legal description or parcel number of each property.

(b) The street address of each property, if available.

(c) The name of any person entitled to notice

Appendix A

under this section who has not been notified under subsection (2) or (3).

(d) The date and time of the show cause hearing under section 78j.

(e) The date and time of the hearing on the petition for foreclosure under section 78k.

(f) A statement that unless all forfeited unpaid delinquent taxes, interest, penalties, and fees are paid on or before the March 31 immediately succeeding the entry of a judgment foreclosing the property under section 78k, or in a contested case within 21 days of the entry of a judgment foreclosing the property under section 78k, the title to the property will vest absolutely in the foreclosing governmental unit and that all existing interests in oil or gas in that property will be extinguished except the following:

(i) The interests of a lessee or an assignee of an interest of a lessee under an oil or gas lease in effect as to that property or any part of that property if the lease was recorded in the office of the register of deeds in the county in which the property is located before the date of filing the petition for foreclosure under section 78h.

(ii) Interests preserved as provided in section 1(3) of 1963 PA 42, MCL 554.291.

Appendix A

(g) A statement that a person with an interest in the property may lose that interest and any equity associated with that interest as a result of the foreclosure proceeding under section 78k and that all existing interests in oil or gas in that property will be extinguished except the following:

(i) The interests of a lessee or an assignee of an interest of a lessee under an oil or gas lease in effect as to that property or any part of that property if the lease was recorded in the office of the register of deeds in the county in which the property is located before the date of filing the petition for foreclosure under section 78h.

(ii) Interests preserved as provided in section 1(3) of 1963 PA 42, MCL 554.291.

(h) An explanation of the right of a person with an interest in the property at the time a judgment of foreclosure of the property is effective under section 78k to claim that person's interest in any remaining proceeds pursuant to section 78t after a sale or transfer of the property under section 78m.

(i) The internet website address for the legal resource and referral center of the state bar of Michigan and the toll-free telephone number for the state bar of Michigan's lawyer referral service.

(9) A person with a property interest properly served under this section with a notice of the show cause

Appendix A

hearing under section 78j and the foreclosure hearing under section 78k that fails to redeem the property as provided under this act shall not assert any of the following:

(a) That notice was insufficient or inadequate on the grounds that some other person with a property interest was not also served.

(b) That the redemption period provided under this act was extended in any way on the grounds that some other person with a property interest was not also served.

(c) That the person did not receive the notice required by law of the show cause hearing under section 78j or the foreclosure hearing under section 78k.

(10) The failure of the foreclosing governmental unit to comply with any provision of this section does not invalidate any proceeding under this act if the person with a property interest is notified of the show cause hearing under section 78j and the foreclosure hearing under section 78k consistent with the minimum due process required under the state constitution of 1963 and the Constitution of the United States.

(11) As used in this section, “authorized representative” includes all of the following:

(a) A title insurance company or agent licensed to conduct business in this state.

Appendix A

(b) An attorney licensed to practice law in this state.

(c) A person accredited in land title search procedures by a nationally recognized organization in the field of land title searching.

(d) A person with demonstrated experience searching land title records, as determined by the foreclosing governmental unit.

(12) The provisions of this section relating to notice of the show cause hearing under section 78j and the foreclosure hearing under section 78k are exclusive and exhaustive. Other requirements relating to notice or proof of service under other law, rule, or legal requirement are not applicable to notice and proof of service under this section.

Appendix A

MCLS § 211.78j

§ 211.78j. Schedule of show cause hearing by foreclosing governmental unit.

Sec. 78j.

(1) If a petition for foreclosure is filed under section 78h, the foreclosing governmental unit shall schedule a hearing not later than 7 days immediately preceding the date of the foreclosure hearing under section 78k to show cause why absolute title to the property forfeited to the county treasurer under section 78g should not vest in the foreclosing governmental unit. The foreclosing governmental unit may hold combined or separate hearings for different owners or persons with a property interest in the property forfeited to the county treasurer.

(2) The owner and any person with a property interest in the property forfeited to the county treasurer may appear at the hearing held pursuant to this section and redeem that property or show cause why absolute title to that property should not vest in the foreclosing governmental unit for any of the reasons set forth in section 78k(2).

(3) If the owner or any person with a property interest in the property forfeited to the county treasurer prevails in a hearing under subsection (1), the foreclosing governmental unit shall notify the county treasurer and the county treasurer shall correct the tax roll to reflect that determination.

Appendix A

MCLS § 211.78k

§ 211.78k. Proof of service of notice; filing with circuit court; contesting validity or correctness by person claiming property interest; filing objections; order extending redemption period; entry of judgment; specifications; failure to pay delinquent taxes, interest, penalties, and fees after entry of judgment; appeal to court of appeals; recording judgment or notice of judgment; cancellation; submission of certificate of error.

Sec. 78k.

(1) If a petition for foreclosure is filed under section 78h, not later than the date of the hearing, the foreclosing governmental unit shall file with the clerk of the circuit court proof of service of the notice of the show cause hearing under section 78j, proof of service of the notice of the foreclosure hearing under this section, and proof of the personal visit to the property and publication under section 78i.

(2) A person claiming an interest in a parcel of property set forth in the petition for foreclosure may contest the validity or correctness of the forfeited unpaid delinquent taxes, interest, penalties, and fees for 1 or more of the following reasons:

(a) No law authorizes the tax.

Appendix A

(b) The person appointed to decide whether a tax will be levied under a law of this state acted without jurisdiction, or did not impose the tax in question.

(c) The property was exempt from the tax in question, or the tax was not legally levied.

(d) The tax has been paid within the time limited by law for payment or redemption.

(e) The tax was assessed fraudulently.

(f) The description of the property used in the assessment was so indefinite or erroneous that the forfeiture was void.

(3) A person claiming an interest in a parcel of property set forth in the petition for foreclosure who desires to contest that petition shall file written objections with the clerk of the circuit court and serve those objections on the foreclosing governmental unit before the date of the hearing required under this section.

(4) If the court determines that the owner of property subject to foreclosure is a minor heir, is incompetent, is without means of support, or is undergoing a substantial financial hardship, the court may withhold that property from foreclosure for 1 year or may enter an order extending the redemption period as the court determines to be equitable. If the court withholds property from foreclosure under this subsection, a taxing unit's lien for taxes due is not prejudiced and

Appendix A

that property must be included in the immediately succeeding year's tax foreclosure proceeding.

(5) The circuit court shall enter final judgment on a petition for foreclosure filed under section 78h at any time after the hearing under this section but not later than the March 30 immediately succeeding the hearing with the judgment effective on the March 31 immediately succeeding the hearing for uncontested cases or 10 days after the conclusion of the hearing for contested cases. All redemption rights to the property expire on the March 31 immediately succeeding the entry of a judgment foreclosing the property under this section, or in a contested case 21 days after the entry of a judgment foreclosing the property under this section. The circuit court's judgment must specify all of the following:

(a) The legal description and, if known, the street address of the property foreclosed and the forfeited unpaid delinquent taxes, interest, penalties, and fees due on each parcel of property.

(b) That fee simple title to property foreclosed by the judgment will vest absolutely in the foreclosing governmental unit, except as otherwise provided in subdivisions (c) and (e), without any further rights of redemption, if all forfeited delinquent taxes, interest, penalties, and fees, which delinquent taxes, interest, penalties, and fees may be reduced by the foreclosing governmental unit in accordance with section 78g(8), are not paid on or before the

Appendix A

March 31 immediately succeeding the entry of a judgment foreclosing the property under this section, or in a contested case within 21 days of the entry of a judgment foreclosing the property under this section.

(c) That all liens against the property, including any lien for unpaid taxes or special assessments, except future installments of special assessments and liens recorded by this state or the foreclosing governmental unit under the natural resources and environmental protection act, 1994 PA 451, MCL 324.101 to 324.90106, are extinguished, if all forfeited delinquent taxes, interest, penalties, and fees are not paid on or before the March 31 immediately succeeding the entry of a judgment foreclosing the property under this section, or in a contested case within 21 days of the entry of a judgment foreclosing the property under this section.

(d) That, except as otherwise provided in subdivisions (c) and (e), the foreclosing governmental unit has good and marketable fee simple title to the property, if all forfeited delinquent taxes, interest, penalties, and fees are not paid on or before the March 31 immediately succeeding the entry of a judgment foreclosing the property under this section, or in a contested case within 21 days of the entry of a judgment foreclosing the property under this section.

Appendix A

(e) That all existing recorded and unrecorded interests in that property are extinguished, except a visible or recorded easement or right-of-way, private deed restrictions, interests of a lessee or an assignee of an interest of a lessee under a recorded oil or gas lease, interests in oil or gas in that property that are owned by a person other than the owner of the surface that have been preserved as provided in section 1(3) of 1963 PA 42, MCL 554.291, interests in property assessable as personal property under section 8(g), or restrictions or other governmental interests imposed under the natural resources and environmental protection act, 1994 PA 451, MCL 324.101 to 324.90106, if all forfeited delinquent taxes, interest, penalties, and fees are not paid on or before the March 31 immediately succeeding the entry of a judgment foreclosing the property under this section, or in a contested case within 21 days of the entry of a judgment foreclosing the property under this section.

(f) A finding that all persons entitled to notice and an opportunity to be heard have been provided that notice and opportunity. A person is considered to have been provided notice and an opportunity to be heard if the foreclosing governmental unit followed the procedures for provision of notice by mail, for visits to forfeited property, and for publication under section 78i, or if 1 or more of the following apply:

(i) The person had constructive notice of the hearing under this section by acquiring an

Appendix A

interest in the property after the date the notice of forfeiture is recorded under section 78g.

(ii) The person appeared at the hearing under this section or filed written objections with the clerk of the circuit court under subsection (3) before the hearing.

(iii) Before the hearing under this section, the person had actual notice of the hearing.

(g) A judgment entered under this section is a final order with respect to the property affected by the judgment and except as provided in subsection (7) must not be modified, stayed, or held invalid after the March 31 immediately succeeding the entry of a judgment foreclosing the property under this section, or for contested cases 21 days after the entry of a judgment foreclosing the property under this section.

(6) Except as otherwise provided in subsection (5) (c) and (e), fee simple title to property set forth in a petition for foreclosure filed under section 78h on which forfeited delinquent taxes, interest, penalties, and fees are not paid on or before the March 31 immediately succeeding the entry of a judgment foreclosing the property under this section, or in a contested case within 21 days of the entry of a judgment foreclosing the property under this section, will vest absolutely in the foreclosing governmental unit, and the foreclosing governmental unit will have absolute title to the

Appendix A

property, including all interests in oil or gas in that property except the interests of a lessee or an assignee of an interest of a lessee under an oil or gas lease in effect as to that property or any part of that property if the lease was recorded in the office of the register of deeds in the county in which the property is located before the date of filing the petition for foreclosure under section 78h, and interests preserved as provided in section 1(3) of 1963 PA 42, MCL 554.291. The foreclosing governmental unit's title is not subject to any recorded or unrecorded lien and must not be stayed or held invalid except as provided in subsection (7) or (9).

(7) The foreclosing governmental unit or a person claiming to have a property interest under section 78i in property foreclosed under this section may appeal the circuit court's order or the circuit court's judgment foreclosing property to the court of appeals. An appeal under this subsection is limited to the record of the proceedings in the circuit court under this section is not de novo. The circuit court's judgment foreclosing property must be stayed until the court of appeals has reversed, modified, or affirmed that judgment. If an appeal under this subsection stays the circuit court's judgment foreclosing property, the circuit court's judgment is stayed only as to the property that is the subject of that appeal and the circuit court's judgment foreclosing other property that is not the subject of that appeal is not stayed. To appeal the circuit court's judgment foreclosing property, a person appealing the judgment shall pay to the county treasurer the amount

Appendix A

determined to be due to the county treasurer under the judgment on or before the March 31 immediately succeeding the entry of a judgment foreclosing the property under this section, or in a contested case within 21 days of the entry of a judgment foreclosing the property under this section, together with a notice of appeal. If the circuit court's judgment foreclosing the property is affirmed on appeal, the amount determined to be due must be refunded to the person who appealed the judgment. If the circuit court's judgment foreclosing the property is reversed or modified on appeal, the county treasurer shall refund the amount determined to be due to the person who appealed the judgment, if any, and retain the balance in accordance with the order of the court of appeals.

(8) The foreclosing governmental unit shall record a notice of judgment for each parcel of foreclosed property in the office of the register of deeds for the county in which the foreclosed property is located in a form prescribed by the department of treasury.

(9) After the entry of a judgment foreclosing the property under this section, if the property has not been transferred under section 78m to a person other than the foreclosing governmental unit, a foreclosing governmental unit may cancel the foreclosure by recording with the register of deeds for the county in which the property is located a certificate of error in a form prescribed by the department of treasury, if the foreclosing governmental unit discovers any of the following:

Appendix A

(a) The foreclosed property was not subject to taxation on the date of the assessment of the unpaid taxes for which the property was foreclosed.

(b) The description of the property used in the assessment of the unpaid taxes for which the property was foreclosed was so indefinite or erroneous that the forfeiture of the property was void.

(c) The taxes for which the property was foreclosed had been paid to the proper officer within the time provided under this act for the payment of the taxes or the redemption of the property.

(d) A certificate, including a certificate issued under section 135, or other written verification authorized by law was issued by the proper officer within the time provided under this act for the payment of the taxes for which the property was foreclosed or for the redemption of the property.

(e) An owner of an interest in the property entitled to notice under section 78i was not provided notice sufficient to satisfy the minimum requirements of due process required under the state constitution of 1963 and the Constitution of the United States.

(f) A judgment of foreclosure was entered under this section in violation of an order issued by a United States Bankruptcy Court.

Appendix A

(10) A certificate of error submitted to the county register of deeds for recording under subsection (9) need not be notarized and may be authenticated by a digital signature of the foreclosing governmental unit or by other electronic means.

Appendix A

MCLS § 211.78q

§ 211.78q. Delinquent property tax installment payment plan.

Sec. 78q.

(1) Notwithstanding any provision of this act or charter to the contrary, a foreclosing governmental unit may create a delinquent property tax installment payment plan for eligible property, the title to which is held by a financially distressed person. A delinquent property tax installment payment plan created under this subsection may be combined with and made subject to a delinquent property tax payment reduction under section 78g(8)(c). Any payment under that delinquent property tax installment payment plan made during a calendar year in which an owner of property is subject to a payment reduction under section 78g(8) must be credited to the amount owed under section 78g(8) and the credit must not exceed the amount owed under section 78g(8).

(2) If a financially distressed person agrees to participate in a delinquent property tax installment payment plan created under subsection (1) and makes the initial payment required under that delinquent property tax installment payment plan, the foreclosing governmental unit may remove eligible property the title to which is held by that financially distressed person from the petition for foreclosure as provided in section 78h(3)(c).

Appendix A

(3) If a financially distressed person successfully completes a delinquent property tax installment payment plan created under subsection (1), interest under section 78g(3)(b) and any additional interest otherwise applicable must be waived.

(4) If a financially distressed person does not successfully complete a delinquent property tax installment payment plan created under subsection (1), both of the following apply:

(a) Interest under section 78g(3)(b) and any additional interest otherwise applicable apply to any unpaid taxes on the property.

(b) The eligible property must be included in the immediately succeeding petition for foreclosure under section 78h.

(5) Notwithstanding any provision of this act or charter to the contrary, until June 30, 2026, a county treasurer may enter into a tax foreclosure avoidance agreement for a term of up to 5 years with an owner of property returned as delinquent to the county treasurer under this act or forfeited to the county treasurer under section 78g if the property is classified as residential real property under section 34c, if the property is eligible property, and if the owner makes an initial payment of the delinquent taxes owed on the property in an amount determined by the county treasurer. A tax foreclosure avoidance agreement entered into under this subsection may be combined with and

Appendix A

made subject to a delinquent property tax payment reduction under section 78g(8)(c). Any payment under that tax foreclosure avoidance agreement made during a calendar year in which an owner of property is subject to a payment reduction under section 78g(8) must be credited to the amount owed under section 78g(8) and the credit must not exceed the amount owed under section 78g(8). While a tax foreclosure avoidance agreement is effective, the property must be withheld or removed from the petition for foreclosure as provided under section 78h(3)(c), interest at the rate provided in section 78g(3)(c)(ii) applies, and the owner shall make timely payments as provided under the tax foreclosure avoidance agreement, including timely payment of all nondelinquent taxes on the property. A tax foreclosure avoidance agreement must require regular periodic installment payments. The final payment must not be disproportionately larger than a regular periodic installment payment and regular periodic installment payments in the final year must not be disproportionately larger than regular periodic installment payments in prior years. A county treasurer may refuse to enter into a tax foreclosure avoidance agreement with an owner under this subsection if that owner is not in compliance with another tax foreclosure avoidance agreement with the county treasurer or with a delinquent property tax installment plan with the county treasurer under this section. A county treasurer may not enter into more than 2 tax foreclosure avoidance agreements with an owner. If an owner fails to comply with a tax foreclosure avoidance agreement or if the tax

Appendix A

foreclosure avoidance agreement is no longer effective, all of the following apply:

- (a) Interest under section 78g(3)(b) and any additional interest otherwise applicable apply to any unpaid taxes on the property.
 - (b) The property must be included in the immediately succeeding petition for foreclosure under section 78h.
 - (c) The owner shall not bid on property subject to sale under section 78m, if that property was subject to the tax foreclosure avoidance agreement.
- (6) A delinquent property tax installment payment plan or a tax foreclosure avoidance agreement may not be approved under this section if the delinquent property tax installment payment plan or tax foreclosure avoidance agreement would impermissibly impair an outstanding debt of the county.
- (7) If a foreclosing governmental unit has created a delinquent property tax installment payment plan under this section, the department of treasury may audit the books and records of that foreclosing governmental unit concerning the details of that delinquent property tax installment payment plan.
- (8) Property classified as industrial real property under section 34c that is occupied at less than 10% of its facility capacity for more than 3 years and

Appendix A

that is located in a county with a population of more than 1,500,000 according to the most recent federal decennial census is not eligible to participate in a delinquent property tax installment payment plan and is subject to section 78m, including sale under section 78m(2) to the person bidding the highest amount above the minimum bid.

(9) If a delinquent property tax installment payment plan is in effect for property for which a county has issued notes under this act that are secured by the delinquent taxes and interest on that property, at any time 2 years after the date that those taxes were returned as delinquent, the county treasurer may charge back to any taxing unit the face amount of the delinquent taxes that were owed to that taxing unit on the date those taxes were returned as delinquent, less the amount of any principal installments received by the county treasurer on that property under the delinquent property tax installment payment plan. All subsequent payments of delinquent taxes and interest on that property must be retained by the county treasurer in a separate account and either paid to or credited to the account of that taxing unit.

(10) As used in this section:

(a) “Eligible property” means property that is a principal residence exempt from the tax levied by a local school district for school operating purposes under section 7cc.

Appendix A

(b) “Financially distressed person” means a person who meets all of the following conditions:

(i) Is eligible to have property to which he or she holds title withheld from a petition for foreclosure under section 78h(3)(b).

(ii) Is not delinquent in satisfying a delinquent property tax installment payment plan or tax foreclosure avoidance agreement under this section for any other property within the foreclosing governmental unit.

**APPENDIX B — MICHIGAN DEPARTMENT
OF TREASURY — FORM 5743**

Michigan Department of Treasury
5743 (02-21)

**Notice of Intention to Claim Interest in Foreclosure
Sales Proceeds**

Issued under authority of Public Act 206 of 1893;
Section 211.78t.

Beginning with 2021 foreclosure sales and transfers, a person that intends to make a claim for excess sales proceeds must complete and return this notarized notice to the Foreclosing Governmental Unit by July 1 in the year of foreclosure. This notice must be delivered via certified mail, return receipt requested, or by personal service. Completing and returning this form evidences an intent to make a future claim but is not itself a claim for sales proceeds.

PART 1: APPLICANT INFORMATION		
Claimant Last Name or Business Name	Claimant First Name	Middle Initial
Claimant's Address to be used for Service (Street Number, City, State, ZIP Code)		
Claimant's Telephone Number	Claimant's E-mail Address	

Appendix B

PART 2: PROPERTY IDENTIFICATION		
County	Local Taxing Municipality	Foreclosure Year
Parcel Address (Street Number, City, State, ZIP Code)		Local Parcel Number
PART 3: EXPLANATION OF INTEREST		
<p>I hereby claim an interest in the above parcel, as of the foreclosure date, due to the reason(s) selected below:</p> <p><input type="checkbox"/> Warranty Deed Dated: _____</p> <p>Recorded in Liber/Page: _____</p> <p><input type="checkbox"/> Quit Claim Deed Dated: _____</p> <p>Recorded in Liber/Page: _____</p> <p><input type="checkbox"/> Mortgage Dated: _____ Amount: _____</p> <p>Recorded in Liber/Page: _____</p> <p><input type="checkbox"/> Other Lien Dated: _____ Amount: _____</p> <p>Nature of Lien: _____</p> <p>Recorded in Liber/Page: _____</p>		

Appendix B

I know of the following other interests in this property, which were in effect immediately prior to foreclosure:

PART 4: CERTIFICATION AND NOTARY		
---	--	--

<i>I hereby swear that the above information is true and correct in relation to the subject property</i>		
--	--	--

Claimant's signature	Date
----------------------	------

<i>Subscribed and sworn to before me by Applicant on the following date:</i>		
--	--	--

Notary's Signature	Commission Expiration
--------------------	-----------------------

Notary State of Authorization	Notary County of Authorization	Notary Acting in County
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FORECLOSING GOVERNMENTAL UNIT RECEIPT ACKNOWLEDGMENT		
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FGU Staff Signature of Receipt	FGU Staff Printed Name	Date of Receipt
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59a

**APPENDIX C — DEFENDANTS' RESPONSE
TO MOTION TO CONSOLIDATE AND BRIEF
IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN,
FILED FEBRUARY 6, 2024**

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN

Case No. 1:19-cv-11887

THOMAS A. FOX, FOR HIMSELF AND
ALL THOSE SIMILARLY SITUATED,

Plaintiffs,

v

COUNTY OF SAGINAW, *et al.*,

Defendants.

Filed February 6, 2024

**DEFENDANTS COUNTY OF MACOMB AND
LAWRENCE ROCCA'S RESPONSE TO MOTION
TO CONSOLIDATE [ECF 373] AND BRIEF IN
SUPPORT OF RESPONSE**

Hon. Thomas L. Ludington
Mag. Judge Patricia T. Morris

Defendants, the County of Macomb and Macomb
County Treasurer Lawrence Rocca, request this Court

Appendix C

to deny Plaintiff's motion, ECF No. 373, to consolidate this case with *Howard v. Macomb County*, Case No. 23-cv-12595 for the reasons stated in the brief in support of this response.

Defendants admit that they participated in a phone conference with an attorney for Plaintiffs during which Defendants provided Plaintiffs information establishing that the Plaintiff in *Howard* does not fit within the proposed class definition in this case and there are numerous issues and facts which are not common to the facts and issues in this case. These will be discussed in the brief.

Defendants, the County of Macomb and Lawrence Rocca, request that this Court enter an order denying the motion to consolidate.

/s/ Frank Krycia
FRANK KRYCIA (P35383)
Macomb County Asst. Corporation Counsel
frank.krycia@macombgov.org

DATED: February 6, 2024

61a

Appendix C

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN

Case No. 1:19-cv-11887

THOMAS A. FOX, FOR HIMSELF AND
ALL THOSE SIMILARLY SITUATED,

Plaintiffs,

v

COUNTY OF SAGINAW, *et al.*,

Defendants.

Filed February 6, 2024

**DEFENDANTS COUNTY OF MACOMB AND
LAWRENCE ROCCA'S BRIEF IN SUPPORT OF
THEIR RESPONSE TO PLAINTIFFS' MOTION TO
CONSOLIDATE [ECF 373]**

Hon. Thomas L. Ludington
Mag. Judge Patricia T. Morris

[TABLE OF CONTENTS INTENTIONALLY OMITTED]

STATEMENT OF ISSUES PRESENTED

- I. Whether consolidation of a putative class action with a named plaintiff who has a lienholder interest in

Appendix C

property is proper with another putative class action where the plaintiffs are property owners?

- II. Whether consolidation of two putative class actions is proper where there are significant issues regarding res judicata in only one of them?
- III. Whether consolidation of two putative class actions is proper when there is a significant issue, supported by two United States Supreme Court decisions, that would require the parties in the separate class actions to be treated differently?

**CONTROLLING AND
MOST APPROPRIATE AUTHORITY**

Banacki v. OneWest Bank, FSB,
276 F.R.D. 567, 571 (E.D. Mich. 2011)

Ditmore v. Michalik,
244 Mich App 569, 576; 625 NW2d 462 (2001)

Tyler v. Hennepin Cnty., 598 U.S. 631; 143 S. Ct. 1369;
215 L. Ed.2d 564 (2023)

Nelson v. City of New York, 352 U.S. 103, 110; 77 S. Ct.
195; 1 L. Ed. 2d 171 (1956)

[INDEX OF AUTHORITIES INTENTIONALLY OMITTED]

*Appendix C***COUNTER STATEMENT OF FACTS**

In this action Plaintiffs allege claims for “lost equity” or surplus proceeds from tax foreclosure actions. Plaintiffs allege a class action and claim the class includes “owners of real property” in the defendant counties that was foreclosed on for delinquent taxes and the property was worth more or sold for more than the taxes. ECF No. 358, PageID.9190.

Plaintiffs now want to consolidate this case with *Howard v. Macomb County*, Case No. 23-cv-12595, claiming that the plaintiff in *Howard* is an owner and therefore within the proposed class definition in this case and the factual and legal issues are identical. Plaintiffs gloss over these claims and fail to acknowledge that the plaintiff in *Howard*, is not an “owner”. Ms. Howard is a land contract vendor that only holds a security interest and there are several other competing security interests in the subject property. A copy of the title work Defendant obtained during the tax foreclosure process is attached as Exhibit A.

The Plaintiff in *Howard* also consented to entry of the judgment of foreclosure. A copy of her consent is attached as Exhibit B. Ms. Howard contacted Defendant after entry of judgment and to resolve her objections, the parties agreed to amend the foreclosure judgment to allow Ms. Howard to pay the delinquent taxes by May 30, 2023, and extended her redemption period. Ms. Howard also waived any right to challenge the foreclosure. Ms. Howard’s agreement is on page 23 of the order amending the tax foreclosure judgment.

Appendix C

Ms. Howard then defaulted by not making the payment required by the agreement and counsel for the County Treasurer sent Ms. Howard notice of the default with instructions that she could file a notice of intent to claim surplus proceeds. Exhibit C. A copy of the claim form was attached to the default notice. Ms. Howard also received previous notice of the opportunity to claim surplus proceeds during the foreclosure action. Despite these notices, Ms. Howard did not file a notice of intent to claim surplus within the time required by Mich. Comp. Laws § 211.78t.

Plaintiffs' counsel was advised of these facts at the conference prior to their filing of this motion. These facts show that the *Howard* case involves substantially different facts than alleged in this case and the issue of law are significantly different. Further facts will be stated as they become relevant in the argument.

ARGUMENT**I. Standard of Review.**

Federal Rule of Civil Procedure 42(a) advises that a court may consolidate separate actions if they “involve a common question of law or fact.” Fed. R. Civ. P. 42(a). When multiple actions involve a common question of law or fact, a Court has discretion to: “(1) join for hearing or trial any or all matters at issue in the actions; (2) consolidate the actions; or (3) issue any other orders to avoid unnecessary cost or delay.” Fed. R. Civ. P. 42(a). District courts have broad discretion when determining

Appendix C

if consolidation is appropriate. *Stemler v. Burke*, 344 F.2d 393, 396 (6th Cir. 1965). But courts should ensure “that consolidation does not result in unavoidable prejudice or unfair advantage,” *Cantrell v. GAF Corp.*, 999 F.2d 1007, 1011 (6th Cir. 1993). The goal of consolidation “is to administer the court’s business with expedition and economy while providing justice to the parties.” *Advey v. Celotex, Corp.*, 962 F.2d 1177, 1181 (6th Cir. 1992). To that end, courts consider the following factors when deciding whether to consolidate cases:

Whether the specific risks of prejudice and possible confusion are overborne by the risk of inconsistent adjudications of common factual and legal issues, the burden on parties, witnesses and available judicial resources posed by multiple lawsuits, the length of time required to conclude multiple suits against a single one, and the relative expense to all concerned of the single-trial, multiple-trial alternatives. *Cantrell*, 99 F.2d at 1011.

Thus, consolidation is “not justified or required simply because the actions include a common question of fact or law.” *Banacki v. One West Bank, FSB*, 276 F.R.D. 567, 571 (E.D. Mich. 2011). In *Banacki*, the Court denied consolidation of putative class actions based on mortgage foreclosures. The court noted that the fact that the actions were based on the same allegations against the Mortgage Electronic Registration System, MERS, consolidation was not warranted because of the variety of claims asserted and the uniqueness of the circumstances surrounding the various named plaintiffs, there was a likelihood of

Appendix C

confusion and a significant risk of prejudice to the various defendants. 276 F.R.D. at 573.

The court in *Banacki* also noted that the party moving for consolidation bears the burden of demonstrating the commonality of law and facts in cases sought to be combined and the court must examine special underlying facts with close attention before ordering a consolidation. 276 F.R.D. at 571. The standard as explained in *Banacki* most closely applies to this case.

II. The Plaintiff in *Howard* Is A Lienholder, Not An “Owner”.

Plaintiffs summarily conclude that the named Plaintiff in *Howard* is an “owner” and therefore *Howard* and *Fox* are similar. The title work that was given to Plaintiffs’ counsel, however, concludes that the named plaintiff in *Howard* does not own the property.

As shown in the title work attached as Exhibit A, the named plaintiff in *Howard*, Faytima Howard, f/k/a Leak, purchased the subject property, 19790 Westchester Dr., in Clinton Township on June 24, 2009, and then sold it on land contract to Michael Cloutier on September 17, 2009. On December 4, 2013, Ms. Howard recorded a document claiming that the land contract was forfeited because Cloutier defaulted on payments and gave her back possession. As noted by the title examiner, this was a self-serving document that did not extinguish the land contract.

Appendix C

The title examiner is correct. When a vendee of a land contract breaches that contract, the vendor has two possible court options—forfeiture or foreclosure. Mich. Comp. Laws § 600.5726 provides that a vendor of a breached land contract may institute summary proceedings for land contract forfeiture. A vendor of a breached land contract may also file an action for foreclosure in circuit court, see Mich. Comp. Laws § 600.3101. The vendee may also tender a quitclaim deed back to the vendor to avoid court proceedings.

Plaintiffs have the burden to show that Ms. Howard is an owner of property. The have failed to meet that burden. At the time a land contract is executed, “the vendee has, in a real sense, purchased the relevant property,” and that fact will not be negated by a vendee’s default nor by a vendor’s holding of the legal title until complete performance of all contractual obligations by the vendee is made. *Graves v. American Acceptance Mtg. Corp.*, 469 Mich 608, 616-617; 677 NW2d 829 (2004).

While the vendor holds legal title while a land contract is pending, the legal title is merely held as security. As explained in *Graves*, a vendor’s legal title “is only a trust coupled with an interest by way of security for a debt” and represents “but an ordinary money debt, secured by the contract.” *Graves*, 469 Mich at 616-617 (quotation marks and citations omitted). The legal title to real property remains with the vendor only as security to ensure satisfaction of their personal property interest of payment under the land contract. *Id.*

Appendix C

Accordingly, with regard to the subject property in *Howard*, the named plaintiff, a land contract vendor, is a lienholder, Michael Cloutier is the “owner” and there are two other competing lienholders. These facts, alone, are sufficient grounds to deny consolidation as joining a lienholder in with a potential class of owners clearly creates a conflict and unnecessary confusion in these proceedings.

III. The Plaintiff In *Howard* Consented To The Foreclosure Judgment.

The named plaintiff in *Howard* signed a stipulation to the tax foreclosure judgment which was entered in the tax foreclosure proceedings. See Exhibit B. Ms. Howard consented to the foreclosure and waived any objections. In exchange she got extra time to pay the taxes. This, of course is a binding agreement signed by the parties and formalized by a consent court order. The Macomb County Treasurer entered into 859 similar agreements with parties in the same tax foreclosure proceeding.

This raises issues significantly different than the ones presented in the *Fox* case. The Sixth Circuit Court of Appeals found that res judicata applies when a former owner of an interest in tax foreclosed properties is bound by a tax foreclosure judgment. *Hall v. Meisner*, ___ F App’x ___; 2022 U.S. App. LEXIS 28585 (6th Cir. Case Nos. 21-1700 / 21-2956, Oct. 13, 2022), (unpublished, attached as Exhibit D). The Court noted that a “federal court must give to a state-court judgment the same preclusive effect as would be given that judgment under

Appendix C

the law of the State in which the judgment was rendered.” *Migra v. Warren City Sch. Dist. Bd. of Educ.*, 465 U.S. 75, 81; 104 S. Ct. 892; 79 L. Ed. 2d 56 (1984). *Hall*, slip op. p3. Under Michigan law res judicata applies to consent judgments. *Ditmore v. Michalik*, 244 Mich App 569, 576; 625 NW2d 462 (2001).

Accordingly, Plaintiffs wish to consolidate this case with the *Howard* case when the named plaintiff in *Howard* consented to the judgment of foreclosure which raises the issue of res judicata. The other obvious issue is can there even be a taking claim when the taking is based on a consent judgment? The obvious answer is no.

IV. The Named Plaintiff In *Howard* Had The Opportunity To Claim The Surplus Proceeds.

Plaintiffs allege in this action that Defendants took the Plaintiff’s “surplus and/or equity” and “failed to provide any mechanism at all for any such compensation.” ¶ 281 Plaintiff’s second amended complaint, ECF No. 358, PageID.9154. The foreclosure of the subject property in *Howard* was subject to a procedure for claiming surplus.

Three years ago, the Michigan Legislature amended the tax foreclosure law to provide a procedure for parties with an interest in tax foreclosed properties to claim the surplus from the tax foreclosure auction, Mich. Comp. Laws § 211.78t. Under this procedure, a party wishing to claim surplus proceeds must file a notice of intent to claim the proceeds with the county treasurer that is foreclosing on the property by July 1st following the entry of the

Appendix C

foreclosure judgment. Mich. Comp. Laws § 211.78t(2). The claimant is required to fill out a one-page form that requests basic information regarding the claimant's interest in the property and other parties' interest in the property such as lienholders. *Id.*

After the property is sold, the treasurer notifies the claimant by the following January 31st whether there is a surplus. Mich. Comp. Laws § 211.78t(3). If there is a surplus, the claimant can file a motion in the tax foreclosure action between the following February 1st and May 15th. Mich. Comp. Laws § 211.78t(4). The court then decides how to distribute the proceeds, Mich. Comp. Laws § 211.78t(9), and the proceeds are paid within twenty-one days of the court's order. Mich. Comp. Laws § 211.78t(10).

In a published opinion, the Michigan Court of Appeals recently found that the procedure in Mich. Comp. Laws § 211.78t complies with constitutional requirements and must be followed to obtain surplus proceeds in a Michigan tax foreclosure. *Muskegon Co. Treasurer v. Beeman (In re Muskegon Co. Treasurer for Foreclosure)*, ___NW2d___; 2023 Mich. App. LEXIS 7760 (Mich. Ct. App., Oct. 26, 2023). A copy of this decision is attached as Exhibit E.

Since the adoption of Mich. Comp. Laws § 211.78t three years ago, Michigan does not absolutely preclude a former holder of an interest in tax foreclosed property from obtaining surplus proceeds from the tax auction. Mich. Comp. Laws § 211.78t defines the process to claim surplus from the tax auction.

Appendix C

Plaintiff alleges that her former property was auctioned on September 6, 2023. *Howard*, ECF No. 3, PageID.14. Mich. Comp. Laws § 211.78t was adopted by 2020 Michigan Public Act 256, which took immediate effect on December 22, 2020. Mich. Comp. Laws § 211.78t applies to tax auctions that occur after July 17, 2020. Mich. Comp. Laws § 211.78t(2).

The title work for the subject property in *Howard*, see Exhibit A, also shows that there are several competing interests for the surplus from the auction. The land contract vendee and two other lienholders have an interest in this property. The state procedure for resolving surplus claims is designed to promptly resolve these claims. The *Fox* class action is alleged to be limited to only one class of claimants, “owners”.

In fact, one of the lienholders on the subject property in *Howard*, the homeowner’s association, filed a notice of intent to claim surplus. If it timely files a motion, its claim will be promptly heard and if granted, paid. This raises a further complication, if the cases are combined how will the interests of the other persons who may have a superior interest in the property to Ms. Howard be protected? In this respect, consolidating these cases is an inferior option that prejudices the property rights of others.

It should also be pointed out that the reason there are other lienholders is that the property sustained significant fire damage. That is why an insurance company holds the largest lien. This damage has not been fully repaired causing a continuing nuisance in the neighborhood. This

Appendix C

just adds to the distinguishing fact and legal issues that would make consolidation improper.

In this case Plaintiffs allege that a common legal issue is that the Defendants failed to have a process to return the surplus and/or equity. ECF No. 358, PageID.9192. This issue is not common with *Howard*. Also, as found in *Tyler v. Hennepin Cnty.*, 598 U.S. 631; 143 S. Ct. 1369; 215 L. Ed.2d 564 (2023), which explained the Court's holding in *Nelson v. City of New York*, 352 U.S. 103; 77 S. Ct. 195; 1 L. Ed. 2d 171 (1956), that if there is a state procedure for claiming surplus, the Court will find no Takings Clause violation. *Tyler*, 143 S. Ct. at 1379 quoting in part *Nelson*, 352 U.S. at 110.

Ms. Howard was repeatedly advised of the opportunity to file a surplus claim and provided a copy of the claim form but did not file a claim. As found in *Tyler*, interpreting *Nelson*, an owner that does not take advantage of a procedure to claim surplus forfeits their rights to the surplus. *Id.* This creates another issue that is dissimilar to the issues raised in this case.

CONCLUSION

When the special underlying facts of the *Howard* case are closely examined, as required by *Banacki*, there are significant differences between the plaintiff in *Howard* and the plaintiffs in *Fox*. These differences establish that parties with interests in the subject properties and the Defendants will be unfairly prejudiced by consolidation. The facts and issues in *Howard* alone are so numerous that

73a

Appendix C

they would clearly justify a separate proceeding. Plaintiffs appear to be trying to conceal this and slip *Howard* into *Fox* to prevent a proper review of the issues in *Howard*.

WHEREFORE, Defendants, the County of Macomb and Lawrence Rocca request that this Court deny the motion to consolidate this case with *Howard*.

Respectfully submitted,

/s/ Frank Krycia
FRANK KRYCIA (P35383)
Macomb County Asst. Corporation Counsel
Attorneys for Defendants County
of Macomb & Lawrence Rocca

DATED: February 6, 2024

74a

Appendix C

EXHIBIT A

Title work

Macomb Defendants' Response
to Motion to Consolidate & Brief in Support

Fox v Saginaw, et al

1:19-cv-11887

CHIRCO TITLE AGENCY, INC. www.chircotitle.com
26800 Harper Ave., St. Clair Shores, MI 48081 (586) 772-7020

C-169944

**OWNER AND ENCUMBRANCE REPORT
UPDATE \$100.00**

Customer: MACOMB COUNTY TREASURER
Contact: TAX REVERSION DEPARTMENT
Address: 1 SOUTH MAIN STREET, 2ND FLOOR,
 MOUNT CLEMENS, MI 48043
Certification Date: August 1, 2022
Property Address: 19790 WESTCHESTER,
 CLINTON TOWNSHIP, MI 48038
Owner: FAYTIMA LEAK

Appendix C

Grantee of Record	Grantor of Record	Deed	Rec. Date	Liber/Page	#
LEAK FAYTIMA RE CLOUTIER MICHAEL (19790 WESTCHESTER DR #11, CLINTON TOWNSHIP, MI 48038-2387) (15325 ROSE- LAWN ST, DETROIT, MI 48238-1879)	GUY ANGELA	WD	07/22/2009	19881/735	3
CLOUTIER MICHAEL (19790 WESTCHESTER DR #11, CLINTON TOWNSHIP, MI 48038-2387)	LEAK FAYTIMA NOTE FORFEITURE IS SELF SERV- ING AND DOES NOT REMOVE INTEREST	LC & FOR- FEITURE	01/11/2010 12/04/2013	20089/147 22570/810	8

Mortgages: Check here if no open mortgages found ☒

Amount	Name of Mortgagee	Rec. Date	Liber/Page	#
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Liens: Check here if no liens are found ☐

Appendix C

Amount	Name of Lienholder	Rec. Date	Liber/Page	#
\$152,305.00	NATIONAL FIRE & RESTORATION (4301 ORCHARD LAKE RD STE 180, WEST BLOOMFIELD, MI 48323-1684) ROSENTHAL B RE CLOUTIER MICHAEL	03/21/2013	21992/304	5
LIS PENDENS	MANCHESTER ESTATES ASSN (23201 JEFFERSON AVE, 2320, MI 48080- 1973) VOLLMER J RE LEAK & CLOUTIER (43165 SCHOENHERR RD, STERLING HEIGHTS, MI 48313-1955) METRO PROP RE LEAK & CLOUTIER	08/05/2020	26886/261	5
\$13,309.27	MACOMB COUNTY TREASURER FOR 2019 TAXES	04/02/2021	27534/334	
\$13,129.03	MACOMB COUNTY TREASURER FOR 2020 TAXES	03/23/2022	28512/281	

Other: Check here if no other items are found ☒

Amount	Name of Mortgagee	Rec. Date	Liber/Page	#
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Parcel No.: 16-11-09-254-011

77a

Appendix C

LEGAL DESCRIPTION:
MANCHESTER ESTATES; MCCP NO. 348; UNIT 11

Under this report, we are not an insurer of title, nor do we guarantee the title or evidence thereof. We do not assume any liability as to the correctness of this report. Any liability of the Company is limited to the amount paid for this search.

Prepared By: Carrie Landsiedel
Date Completed: August 18, 2022

Appendix C

WARRANTY DEED	
STATUTORY FORM	PROGRESSIVE TITLE

KNOW ALL MEN BY THESE PRESENTS,
That ANGELA GUY, A SINGLE WOMAN

whose address is 19790 WESTCHESTER DR.
CLINTON TWP., MI 48038

Convey(s) and Warrant(s) to
FAYTMIA LEAK, A SINGLE WOMAN

whose address is 19790 WESTCHESTER DR.
CLINTON TWP., MI 48038

the following described premises situated in the Township
of CLINTON TWP., County of MACOMB and State of
Michigan, to wit:

Unit 11, MANCHESTER ESTATES CONDOMINIUM,
according to the Master Deed recorded in Liber 4867,
Pages 812 through 863, both inclusive, as amended by
First Amendment to the Master Deed recorded in Liber
5404, Pages 853 through 859, both inclusive, as amended
by Second Amendment to the Master Deed recorded
in Liber 6139, Pages 328 through 334, both inclusive,
as amended by Third Amendment to the Master Deed
recorded in Liber 6832, Pages 785 through 768, both
inclusive, as amended by Fourth Amendment to the
Master Deed recorded in Liber 8969, Pages 62 through
69, both inclusive, as amended by Fifth Amendment to
the Master Deed recorded in Liber 11982, Pages 925
through 933, both inclusive, Macomb County Records, and
designated Macomb County Condominium Subdivision

79a

Appendix C

Plan No. 348, together with rights in general common elements and limited common elements, as set forth in the above Master Deed and as described in Act 229 of the Public Acts of 1963 and Act 59 of the Public Acts of 1978, as amended.

19790 WESTCHESTER DR. 11-09-254-011

for the full consideration of Three Hundred Twenty Thousand and 00/100 Dollars (\$320,000.00).

subject to building and use restrictions of record and common use.

Dated this 24th day of June, 2009.

Signed in the presence of:

Signed by:

/s/_____
Lynnice Y. Martin, Witness

/s/_____
ANGELA GUY

STATE OF MICHIGAN
COUNTY OF OAKLAND

The foregoing Instrument was acknowledged before me this 24th day of June, 2009, by ANGELA GUY, A SINGLE WOMAN,

/s/_____
Notary Public Lynnice Y. Martin
Acting in Oakland County
State of Michigan

My commission expires:
April 9, 2014

80a

Appendix C

**LAND CONTRACT
Between Faytima Leak and Michael Cloutier
09-18-2009**

This Contract (the Contract) is made on **09-18-2009**, between **Faytima Leak** whose address is **15325 Roselawn**, and **Michael Cloutier** whose address is **19790 Westchester Drive**, on the following terms and conditions:

1. Description. Seller agrees to sell to Buyer land in **[Clinton Twp, MI Macomb County, Michigan**, with a street address of **19790 Westchester Drive** and legally described as

Unit 11 Manchester Estates Condominium according to the master deed recorded in liber 4867, pages 812 through 863 both inclusive as amended by the first amendment to the master deed recorded in liber 5404, pages 853 through 859 both inclusive as amended by the second ammendment to the master deed recorded in liber 6139 pages 328 through 334 both inclusive as amended by the third ammendment to the master deed recorded in fiber 6832 pages 765 through 768 both inclusive as amended to the *master* deed recorded in liber 8969 pages 62 through 69 both inclusive as amended by the fifth amendment to the master deed recorded in fiber 11982 pages 925 through 933 both inclusive Macomb county records and designated as Macomb county condominium

Appendix C

subdivision plan no. 348 together with rights in general common elements and limited common elements as set forth in the line above master deed and as described in act 220 of the public acts of 1963 and act 59 of the public acts of 1978 as amended. 19790 Westchester drive 11-09-254-011

together with all improvements, appurtenances, tenements, and hereditaments (the Premises), but subject to easements and restrictions of record and zoning laws and ordinances affecting the premises.

2. Price and terms. Buyer agrees to purchase the Premises from Seller and to pay a purchase price of \$[328,000.00], of which \$[28,000.00] has been paid. Buyer agrees to pay to Seller the balance of \$[300,000.00], together with interest on any principal from time to time *unpaid*, in the following *manner*:

The interest mentioned above is at the rate of 5.575% per year, from the **11th** day of September 2009 computed monthly and first deducted from each payment with the remainder applied to principal. Each payment of principal and interest not paid when due shall be assessed a one-time charge of **\$100.00** and in addition shall bear interest on the interest portion of the payment until paid at the Contract interest rate but not to exceed 0.5%. Both the late charge and the interest on interest shall be separate

Appendix C

amounts owed under this Contract and shall be due and payable immediately on the occurrence of the default. All payments shall be made at (to be determined) or wherever otherwise directed by Seller.

3. Possession. Buyer shall receive possession of the Premises on the Sept 17, 2009 and is entitled to retain possession only so long as there is no default by Buyer in carrying out the terms and conditions of this Contract. Possession is also subject to the following rights of any tenants in possession:

[Describe rights of tenants in possession if applicable.]

4. Waste. Buyer shall at all times maintain the Premises in the same condition it was in on the date of possession, reasonable wear and tear excepted, and Buyer shall not commit or suffer any other person to commit waste or, without the consent of Seller in writing, remove, change, or demolish the improvements on the Premises in a way that may diminish Seller's security.

5. Taxes. Buyer shall pay all taxes and special assessments on the Premises that become due and payable after the date of this Contract before they become subject to penalties and shall produce evidence of the payment to Seller on demand.

Other tax provisions: **None**

Appendix C

6. Insurance. Buyer shall obtain and keep in force fire and extended coverage insurance in the name of Buyer covering the buildings and improvements now or later placed on the Premises with a loss-payable clause or other endorsement making the proceeds payable to Seller and Buyer as their respective interests may appear, with insurers satisfactory to Seller in an amount not less than the insurable value of the Premises.

7. Disposition of insurance. In case of loss or damage as a result of which the insurance proceeds are available in an amount sufficient to repair or rebuild the Premises, Buyer has the right to elect to use the insurance proceeds to repair or rebuild. To elect to exercise the right, Buyer must give Seller written notice of the election within 60 days of the loss or damage. If the election is made, the insurance proceeds shall be used for that purpose. If the insurance proceeds are not sufficient to repair or rebuild the Premises, Buyer may elect to use the proceeds to repair or rebuild by giving written notice of the election within 60 days of the loss of damage and, along with the notice, deposit with Seller an amount sufficient to provide for full payment of the repair and rebuilding. If the election and deposit, if required, are not timely made, the insurance proceeds shall be applied on this Contract. If the insurance proceeds exceed the amount required for repairing and rebuilding, the excess shall be applied first toward the satisfaction of any existing defaults without penalty, despite any

Appendix C

other provision to the contrary. The prepayment shall not defer the time for payment of any remaining payments under paragraph 2. Any surplus of proceeds in excess of the balance owing on this Contract shall be paid to Buyer.

8. Insurance or tax default. If Buyer fails to obtain, maintain, or deliver the insurance policies or to pay taxes or special assessments payable by Buyer, Seller may

a. pay the insurance premiums, taxes, or special assessments and add them to the unpaid balance on the Contract;

b. pay the insurance premiums, taxes, or special assessments and treat Buyer's failure to pay them as a default; or

c. not pay the insurance premiums, taxes, or special assessments and treat Buyer's failure to pay them as a default.

9. Seller's right to mortgage. Seller's right to place a mortgage on the Premises, or to renew or amend any existing mortgage, is subject to the following limitations:

a. The aggregate amount due on all outstanding mortgages shall not, at any time, be greater than the unpaid principal of this Contract.

Appendix C

b. The aggregate payments of principal and interest required in any one year under the new or renewal mortgage shall not exceed those required under this Contract.

c. The mortgage or mortgages shall not be amended to extend the term beyond the length of this Contract.

d. Seller shall give to Buyer written notice of the execution of any mortgage or renewal, containing the name and address of the mortgagee, the amount and rate of interest on the mortgage, the due date of payments, and the date of maturity of the principal.

e. Seller covenants to meet the payments of principal and interest as they mature on any mortgage now or later placed on the Premises and to produce evidence of payment to Buyer on demand.

f. If Seller defaults on any mortgage, Buyer has the right to do the acts or to make the payments necessary to cure the default and to be reimbursed by receiving credit to apply on the payments due or to become due on this Contract.

When the Contract payments have reduced the amount due to the amount of the mortgage indebtedness, Buyer is entitled to demand and to

Appendix C

receive the deed specified in this Contract, subject to the mortgage indebtedness Buyer assumes and agrees to pay.

10. Seller to perform prior land contract. If, when this Contract is executed, Seller is purchasing the Premises on a land contract, Seller covenants and agrees to meet all obligations of that contract as they mature and to produce evidence that the obligation was met to Buyer on demand. If Seller defaults on any prior land contract obligations, Buyer may cure the default, and any payments by Buyer shall be credited on the sums first due on this Contract.

Whenever the sum due and owing on this Contract is reduced to the amount owing on the prior land contract by which Seller is purchasing the Premises, and if Buyer is not in default, Buyer is entitled to demand and receive an assignment of Seller's right, title, and interest in and to the prior land contract, provided that Buyer assumes and pays the prior land contract and provided further that the prior land contract does not prohibit assignment.

11. Enforcement on default. If Buyer fails to perform any of the covenants or conditions in the Contract on or before the date on which the performance is required, Seller may

- a. give Buyer a written notice specifying the default that has occurred and inform Buyer that

Appendix C

if the default continues for 15 days after service of the notice, Seller will without further notice declare the entire balance due and payable and proceed according to the common law or the statutes of the State of Michigan or

b. not declare the entire balance due and payable and proceed according to the common law or the statutes of the State of Michigan, including but not limited to the right of Seller to declare a forfeiture in consequence of the nonpayment of any money required to be paid under the Contract or any other breach of the Contract, but if Seller elects to proceed under this subparagraph, Seller shall give Buyer a written notice of forfeiture specifying the default that has occurred and shall give Buyer 15 days after service of notice of forfeiture to cure the default.

12. Assignment. Either party may assign, sell, or convey an interest in this Contract but shall immediately give written notice to the other party of the action; the notice shall give the name and address of the new party.

No assignment, sale, or conveyance shall release Buyer from obligations under the provisions of this Contract unless Seller releases Buyer in writing.

13. Buyer's acceptance title / premises. Buyer acknowledges having been previously advised to request an attorney-at-law to examine either

Appendix C

an abstract of title and tax history of the Premises certified to or commitment for title insurance covering the Premises, and agrees to accept as merchantable the title now disclosed.

14. Conveyance. On full final payment of the principal and interest of this Contract within the time and the manner required by this Contract, together with all other sums chargeable to Buyer, and on full performance of the covenants and agreement of Buyer, Seller shall convey the Premises to Buyer or Buyer's legal representative, successors, or assigns by warranty deed, subject to easements and restrictions of record and free from all other encumbrances except those, if any, that Buyer assumes and except those, if any, that arise through the acts of neglect of Buyer or of another holding through Buyer. When the deed is delivered, Seller will deliver all insurance policies mentioned in this Contract properly assigned by Seller to Buyer and, at Seller's expense, either an abstract of title certified from the date of the deed or, if a policy of title insurance has previously been furnished, a title search to a date within 30 days of the date of the deed.

15. Loan of papers. On request, Seller shall deliver the abstract or the policy of title insurance or binder to Buyer for a period not exceeding 30 days, for which Buyer shall give a receipt.

16. Service of notices. All notices or demands are sufficient when served

Appendix C

a. by personal service on the party or a member of the party's family or an employee of the party of suitable age and discretion with a request that the notice or demand be personally delivered to the party or

b. by depositing the notice or demand with the U.S. Postal Service with postage fully prepaid by first-class mail, addressed to the party at the party's last known address.

17. Time of essence. It is understood **and** agreed that time is deemed of the essence of this Contract. Failure of Seller to exercise any right on default of Buyer shall not constitute a waiver of any rights and shall not prevent Seller from exercising any of its rights on subsequent default.

18. Termination. The term of this Contract shall terminate on the date the last payment is due as set forth in paragraph 2 unless it is terminated sooner by its terms.

19. Binding effect. The covenants and agreements of this Contract shall bind the heirs, assigns, and successors of the respective parties.

20. Effective date. The parties have signed this Contract in duplicate, and it is effective as of the above date.

90a

Appendix C

SELLER
Faytima Leak

Dated: 09-17-2009

By: /s/
Faytima Leak

BUYER
Michael Cloutier

Dated: 09-17-2009

By: /s/
Michael Cloutier

STATE OF MICHIGAN)
Wayne COUNTY)

Acknowledged before me in Wayne County, Michigan on
09-17-2009. /s/ KJ

Personally appeared before me, Michael Cloutier and
Faytima Leak. /s/ KT

Appendix C

LAND CONTRACT FORFEITURE

This is pertaining to the Land Contract dated 9-18-2009, between Faytima Leak as Seller party of the first part, and Michael Cloutier as Purchaser party of the second part, concerning the property located at 19790 Westchester Drive, Clinton Township, Michigan 48038, legally described as follows:

Unit 11 Manchester Estates Condominium according to the master deed recorded in liber 4867, pages 812 through 863 both inclusive as amended by the first amendment to the master deed recorded in liber 5404, pages 853 through 859 both inclusive as amended by the second amendment to the master deed recorded in liber 6139 pages 328 through 334 both inclusive as amended by the third amendment to the master deed recorded in liber 6832 pages 765 through 768 both inclusive as amended to the master deed recorded in liber 8969 pages 62 through 69 both inclusive as amended by the fifth amendment to the master deed recorded in liber 11982 pages 925 through 933 both inclusive Macomb county records and designated as Macomb county condominium subdivision plan no. 348 together with rights in general common elements and limited common elements as set forth in the line above master deed and as described in act 220 of the public acts of 1963 and 59 of the public acts of 1978 as amended, 19790 Westchester Drive 11-09-254-011.

The purchase price was 328,000.00. Michael Cloutier, purchaser, paid 28,000.00 down, and 7,545.18 of the principle was paid on the remaining balance. Due to

Appendix C

default because of nonpayment of installments of principal and interest, and also because of unpaid taxes, Purchaser forfeited his rights under the land contract. Purchaser voluntarily moved out and possession of the property was returned to Faytima Leak August 31, 2010.

IN WITNESS WHEREOF, this Instrument is executed under seal on the 4th day of December, 2013.

Signed, sealed and delivered in the presence of:

/s/
(Signature of witness)

/s/ (Seal)
Faytima Leak

93a

Appendix C

STATE OF MICHIGAN	CASE NO.	SEAL
JUDICIAL DISTRICT	Clerk/Register of Deeds	
16TH JUDICIAL CIRCUIT	2012-00159-CK	
COUNTY PROBATE		

Court address:	Court telephone no.:
40 North Main,	586-469-5351
Mount Clemens, MI 48043	

**CERTIFICATION OF RECORDS
ATTESTATION OF EXEMPLIFIED COPIES**

**NATIONAL FIRE & RESTORATION SPECIALISTS
INC vs. MICHAEL CLOUTIER**

Juvenile In the matter of _____

Probate In the matter of _____

ATTESTATION OF CLERK/REGISTER

I am the clerk/register of the court and I attest that:

1. I am the custodian of the records of the 16th Circuit Court.
2. I have compared the annexed copies of:

ORDER AND ENTRY OF DEFAULT JUDGMENT

from the above case with the originals on file and of record in this court, and I find the copies to be true copies of the

94a

Appendix C

whole of such originals.

Date: March 21, 2013

/s/
Clerk/Register

Carmella Sabaugh
Name (type or print)

By: /s/
Deputy Clerk/Register

(SEAL)

95a

Appendix C

STATE OF MICHIGAN
IN THE CIRCUIT COURT
FOR THE COUNTY OF MACOMB

Case No. 2012-159-CK
Case No. 2012-160-CK
HON. DIANE M. DRUZINSKI

NATIONAL FIRE & RESTORATION
SPECIALISTS, INC.

Plaintiff,

v.

MICHAEL CLOUTIER and LAUREL TENNYSON,

Defendants.

Filed October 22, 2012

ORDER AND ENTRY OF DEFAULT JUDGMENT

At a session of said Court held in the City of Mt. Clemens,
County of Macomb, State of Michigan on October 22, 2012.

Present: Hon. DIANE M. DRUZINSKI,
Circuit Court Judge

This matter having come before this Honorable Court
pursuant to Plaintiff National Fire & Restoration
Specialists, Inc. counsel's Motion for Entry of Default

Appendix C

Judgment and no objections having been filed and the Court having heard oral arguments and the Court being fully advised in the premises;

IT IS HEREBY ORDERED that Judgment is entered in favor of Plaintiff National Fire & Restoration Specialists, Inc. against Defendant Michael Cloutier in the amount of \$ 146,805.00 plus costs and attorney fees in the amount of \$ 5,500.

IT IS HEREBY ORDERED that Judgment is entered in favor of Plaintiff National Fire & Restoration Specialists, Inc. against Defendant Laurel Tennyson in the amount of \$ 72,575 plus costs and attorney fees in the amount of \$ 5,500.

IT IS SO ORDERED

Dated: October 22, 2012

/s/
Honorable Diane M. Druzinski
Circuit Court Judge
THOMAS W. BROCOVER
(P24039).

97a

Appendix C

NOTICE OF LIS PENDENS
STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR
THE COUNTY OF MACOMB

Case No. 2020-2465-CH
Hon. Judge Julie Gatti

MANCHESTER ESTATES ASSOCIATION,
A MICHIGAN NONPROFIT CORPORATION,

Plaintiff,

v.

FAYTIMA LEAK AND MICHAEL CLOUTIER,

Defendants.

Notice is hereby given that a suit has been commenced and is pending in Macomb County Circuit Court, upon a Complaint filed by Manchester Estates Association against the above-named Defendants, regarding alleged violations of the Master Deed for Manchester Estates and that the premises affected by said action is situated in the Township of Clinton, County of Macomb, State of Michigan, and is more particularly described as follows:

Unit 11, of Manchester Estates, a Condominium according to the Master Deed recorded in Liber 4867, Page 812 et seq., Macomb County Records, as amended, and designated as Macomb County Condominium Subdivision Plan No. 348.

98a

Appendix C

Sidwell No. 11-09-254-011 Commonly known
as: 19790 Westchester Dr., Clinton Township,
Michigan 48038

Dated: July 27, 2020 Manchester Estates Association

By: /s/
Jeffrey L. Vollmer, authorized representative

99a

Appendix C

**LARA Corporations Online Filing System
Department of Licensing and Regulatory Affairs**

ID Number: 800866523

Summary for: MANCHESTER ESTATES ASSOCIATION

The name of the DOMESTIC NONPROFIT CORPORATION: MANCHESTER ESTATES ASSOCIATION

Entity type: DOMESTIC NONPROFIT CORPORATION

Identification Number: 800866523 **Old ID Number:** 817159

Date of Incorporation in Michigan: 04/21/1989

Purpose:

Term: Perpetual

Most Recent Annual Report: 2021

Most Recent Annual Report with Officers & Directors: 2021

The name and address of the Resident Agent:

Resident Agent Name: METROPOLITAN PROPERTY
MANAGEMENT, INCORPORATED.

Street Address: 43165 SCHOENHERR RD

Apt/Suite/Other:

100a

Appendix C

City: STERLING HEIGHTS State: MI Zip Code: 48313

Registered Office Mailing address:

P.O. Box or Street Address: 43165 SCHOENHERR RD.

Apt/Suite/Other:

City: STERLING HEIGHTS State: MI Zip Code: 48313

The Officers and Directors of the Corporation:

Title	Name	Address
PRESIDENT	CHRIS PELINO	19805 WESTCHESTER DR CLINTON TWP, MI 48038 USA
TREASURER	CHRIS PELINO	19805 WESTCHESTER DR CLINTON TWP, MI 48038 USA
SECRETARY	CHRIS PELINO	19805 WESTCHESTER DR CLINTON TWP, MI 48038 USA
DIRECTOR	JOSEPH SOWERBY	19682 WESTCHESTER DR CLINTON TWP, MI 48038 USA
DIRECTOR	MARK TOMICH	19886 WESTCHESTER DR CLINTON TWP, MI 48038 USA
DIRECTOR	RICHARD ROBERTS	19778 WESTCHESTER DR CLINTON TWP, MI 48038 USA

Act Formed Under: 162-1982 Nonprofit Corporation Act

The corporation is formed on a Membership basis.

☐ Written Consent

101a

Appendix C

View filings for this business entity:

ALL FILINGS

ANNUAL REPORT/ANNUAL STATEMENTS

ARTICLES OF INCORPORATION

ARTICLES OF INCORPORATION

RESTATED ARTICLES OF INCORPORATION

View Filings

Comments or notes associated with this business entity:

102a

Appendix C

Michigan Department of Treasury
3626 (Rev. 02-21)

**CERTIFICATE OF FORFEITURE
OF REAL PROPERTY**

Issued under the authority of Public Act 206 of 1983;
MCL 211.78g

**On March 1, 2021 the following real property was
forfeited to the MACOMB County Treasurer for NON
PAYMENT OF REAL PROPERTY TAXES for the
year(s) 2019**

If the 2019 taxes are not paid by March 31, 2022, absolute title to the property and any equity associated with an interest in the property will vest in the foreclosing governmental unit as provided by MCL 211.78k. If the property is not redeemed and is foreclosed and sold or transferred under MCL 211.78m, a person with an interest in the property at the time a judgment of foreclosure may claim that person's interest in any remaining proceeds, pursuant to MCL 211.78t.

Property ID No. 16-11-09-254-011	
Owner According to Tax Record LEAK FAYTIMA	
Property Address 19790 WESTCHESTER CLINTON TWP MI	Amount for Which Property Forfeited \$ 13,309.27
Property Description MANCHESTER ESTATES; MCCP NO. 348; UNIT 11	

103a

Appendix C

Prepared by FRANK KRYCIA ASSISTANT CORPORATION COUNSEL ONE SOUTH MAIN - 8TH FLOOR MT CLEMENS MI 48043	Signature of County Treasurer <u>/s/ Lawrence Rocca</u>
	County Treasurer Name Printed LAWRENCE ROCCA

104a

Appendix C

**Michigan Department of Treasury
3626 (Rev. 04-21)**

**CERTIFICATE OF FORFEITURE
OF REAL PROPERTY**

Issued under the authority of Public Act 206 of 1983;
MCL 211.789

**On March 1, 2022 the following real property was
forfeited to the MACOMB County Treasurer for NON
PAYMENT OF REAL PROPERTY TAXES for the
year(s) 2020**

If the 2020 taxes are not paid by March 31, 2023, absolute title to the property and any equity associated with an interest in the property will vest in the foreclosing governmental unit, as provided by MCL 211.78k. If the property is foreclosed and sold or transferred, MCL 211.78t provides that a party with an interest in the property at the time of a judgment of foreclosure may claim interest in any remaining proceeds following the sale or transfer.

Property ID No. 16-11-09-254-011	
Owner According to Tax Record LEAK FAYTIMA	
Property Address 19790 WESTCHESTER CLINTON TWP MI	Amount for Which Property Forfeited \$ 13,129.03
Property Description MANCHESTER ESTATES; MCCP NO. 348; UNIT 11	

105a

Appendix C

Prepared by FRANK KRYCIA ASSISTANT CORPORATION COUNSEL ONE SOUTH MAIN - 8TH FLOOR MT CLEMENS MI 48043	Signature of County Treasurer <u>/s/ Lawrence Rocca</u>
	County Treasurer Name Printed LAWRENCE ROCCA

106a

Appendix C

EXHIBIT B

**Tier 4 – Tax Foreclosure Extension
of Redemption Payment Agreement**

Macomb Defendants' Response to
Motion to Consolidate & Brief in Support

Fox v Saginaw, et al

1:19-cv-11887

STATE OF MICHIGAN
MACOMB COUNTY CIRCUIT COURT

No. 2022-002098-CH
Hon. Matthew P. Sabaugh

**PETITION FOR FORECLOSURE OF CERTAIN
PARCELS OF PROPERTY DUE TO UNPAID
TAXES, INTEREST AND FEES**

**STIPULATED ORDER GRANTING RELIEF
FROM JUDGMENT OF FORECLOSURE**

PRESENT: HONORABLE MATTHEW P. SABAUGH

The Court having entered a judgment of foreclosure on February 3, 2023 and the County Treasurer and the parties with an interest in the parcels listed on Exhibit A having entered into Tier 4 agreements attached as Exhibit B which stipulated to extend the redemption period to June 1, 2023 for the parcels listed on Exhibit A:

Appendix C

IT IS HEREBY ORDERED that the judgment of foreclosure dated February 3, 2023, is amended with regard to the parcels of property listed on Exhibit A to provide that pursuant to MCL 211.78k(4) parties in interest may redeem the property from this foreclosure by paying to the Macomb County Treasurer the unpaid taxes, interest, administration fee and statutory expenses by June 1, 2023, as agreed in the attached agreements. In all other respects, the February 8, 2023, foreclosure judgment remains in effect as a final order as to the properties listed on Exhibit 1 of the judgment.

This case remains closed.

/s/
Hon. Matthew P. Sabaugh (P56208)
Macomb County Circuit Court Judge

The undersigned submits this order per the consent in the attached agreements:

/s/
Frank Krycia (P35383)
Attorney for Plaintiff

108a

Appendix C

STATE OF MICHIGAN
MACOMB COUNTY CIRCUIT COURT

No. 2022-002098-CH
Hon. Matthew P. Sabaugh

**PETITION FOR FORECLOSURE OF CERTAIN
PARCELS OF PROPERTY DUE TO UNPAID
TAXES, INTEREST AND FEES**

Exhibit A

**TAX FORECLOSURE
LIST OF PARCELS**

Exhibit A—Bundle 27

BUNDLE 27 – TIER 4

Appendix C

Parcel No	Name (First Last)	Mailing Address	City	State	Zip code	Email
02-14-29-378-026	Marlena Chaney	22813 Normandy Ave	Eastpointe	MI	48021	marlena.chaney@yahoo.com
02-14-30-435-006	Richard Vollmer	23124 Piper	Eastpointe	MI	48021	rvollmer654@gmail.com
08-14-08-454-028	Kurt Flynn	17925 Birmingham St	Roseville	MI	48066	aqueelahterry@gmail.com
08-14-09-328-015	Sean Schafer	19620 Waldron	Roseville	MI	48066	schafersean87@gmail.com
08-14-17-478-011	Eric Alexiou	18442 Beechwood St	Roseville	MI	48066	amypep718@gmail.com
08-14-18-204-018	Tina Loury	28566 Citation Dr	Roseville	MI	48066	mistina6969@gmail.com
08-14-19-478-007	Robin & Dean Koyl	31234 W. Amurcon	Fraser	MI	48026	robinkoyl@yahoo.com
09-14-35-108-003	Mary Ellen Murphy	23005 Liberty St	St Clair Shores	MI	48080	memurphy10@gmail.com

Appendix C

Parcel No	Name (First Last)	Mailing Address	City	State	Zip code	Email
10-10-36-352-001	Mark Waters	33585 Morrison	Sterling Heights	MI	48312	watersanne@ymail.com
12-13-15-351-005	Susan Cieplik & Megan Pipe	8118 Garbor Ave	Warren	MI	48093	Scieplkpipe@aol.com
12-13-23-351-008	Wendy Morreale	11732 Highland Dr	Warren	MI	48015	Thefamilymwmb@yahoo.com
12-13-31-457-006	Aquarius Marshall	20749 June Ave	Warren	MI	48091	aquariusmarshall@yahoo.com
12-13-32-356-031	Jazmin Hines	20756 Dean St	Warren	MI	48091	Princessjaz@icloud.com
12-13-32-459-012	Lakisha Elcock	20768 Cymen Ave	Warren	MI	48091	lakishaelcock33@gmail.com
12-13-34-228-051	Sharon Moe	11543 Cadillac	Warren	MI	48089	moesharon105@gmail.com
12-13-36-102-024	Gladys Johnivan	13685 Knox Ave	Warren	MI	48089	Timlimbach@gmail.com
12-13-36-102-025	Gladys Johnivan	13685 Knox Ave	Warren	MI	48089	Timlimbach@gmail.com

Appendix C

Parcel No	Name (First Last)	Mailing Address	City	State	Zip code	Email
12-13-36-151-044	Bryan Warner	13755 Julius Ave	Warren	MI	48089	warnerinusa@yahoo.com
16-11-09-254-011	Faytima Howard	19790 Westchester	Clinton Township	MI	48038	leafaytima@yahoo.com
16-11-28-229-004	Allan Schwalm	36880 Groesbeck	Clinton Township	MI	48035	hunter888@comcast.net
17-11-24-402-007	Rachel Boulanger	24790 St Paul Blvd	Harrison Township	MI	48045	Rboulanger4@yahoo.com

112a

Appendix C

STATE OF MICHIGAN
MACOMB COUNTY CIRCUIT COURT

No. 2022-002098-CH
Hon. Matthew P. Sabaugh

**PETITION FOR FORECLOSURE OF CERTAIN
PARCELS OF PROPERTY DUE TO UNPAID
TAXES, INTEREST AND FEES**

Exhibit B

**TAX FORECLOSURE
EXTENSIONS OF REDEMPTION AGREEMENT**

**TIER 4 - TAX FORECLOSURE EXTENSION OF
REDEMPTION PAYMENT AGREEMENT**

I/We, Marlena Chaney (payor), acknowledge that the real property taxes on Parcel Number(s): 02-14-29-378-026 are delinquent; the property has been forfeited pursuant to MCL 211.78g and a Petition for Tax Foreclosure has been filed in Macomb County Circuit Court, Case No. 2022-2098-CH. Payor is applying for an Extension of the Redemption period to June 1, 2023. Payor, waives any right to challenge the foreclosure and agrees to repay the delinquent 2020 and/or prior year(s) property taxes, with interest and fees under the following terms:

Payor will pay \$1,000.00 on 04/30/23 and \$1,000.00 PER MONTH, COMMENCING 05/31/23 to the Macomb County Treasurer (Treasurer), until all delinquent taxes,

Appendix C

interest and fees (“TIF”) for the tax years 2020 and prior are paid. Payor understands that the property will remain in the foreclosure judgment until all TIF are paid or a deferral from judgment is granted. in the event that the agreed upon payment plan results in an outstanding balance as of June 1, 2023, the Treasurer shall review the terms of the plan for compliance. If the Treasurer determines substantial compliance has occurred, the Treasurer may enter an affidavit with the Court indicating substantial compliance with the plan and submit an order to the court granting a deferral from the foreclosure judgment. The determination of compliance is left to the sole discretion of the Treasurer. Treasurer will notify the payor of this determination via first class mail or email addressed to:

<u>22813 Normandy Ave.</u>	<u>Eastpointe</u>	<u>Michigan</u>	<u>48021</u>
Mailing Address	City		Zip Code

Email marlena.chaney@yahoo.com

Payor understands that if they are not compliant with the terms of this agreement then they must attend a review hearing scheduled for **May 25, 2023** or **May 26, 2023** between the hours of 9:30 to 11:00 a.m. Failure to comply with this agreement may result in a denial of a deferral, your property may remain in the Judgment of Foreclosure and the County Treasurer may include your property in the 2023 auction.

In addition to its promise to make these payments, payor agrees that:

Appendix C

- The information provided to the Treasurer's Office is true to the best of payor's knowledge; payor will notify the Treasurer's Office of any change in its financial circumstances and will respond to the Treasurer's Office's request for financial information during the course of this agreement,
- Payor is not aware of any hazardous materials on the property;
- Payor will properly maintain the property;
- Payor will not allow illegal activities to be conducted on the property;
- Payor will cooperate with the Treasurer's Office;
- Payor will allow reasonable inspections of the property by the staff of the Treasurer's Office;
- Payor will timely respond to inquiries from the staff of the Treasurer's Office;
- Payor will notify the Treasurer's Office in advance if we vacate the property and will secure the property before leaving;
- ☐ I will attend a financial literacy class offered through the MSU Extension program as designated by the Treasurer's Office.
- ☐ I will make a lump sum payment in the amount of my federal and state tax refund by May 15, 2023.

115a

Appendix C

- ☐ I will apply for a homestead tax credit and apply the amount received to pay delinquent taxes by May 15, 2023.
- ☒ 2017 & 2018 Balance must be paid in full by 12/31/23.

Payor understands that if payor does not comply with any of the terms of this Extension of Redemption agreement payor will lose its rights in the subject property. Payor agrees to further notices by first class mail or email at the Treasurer's discretion and stipulates to the entry of an order or orders with the Court regarding this agreement, notice of entry waived.

Taxpayer Signature /s/ Marlena Chaney
Date 4/17/2023 | 10:24 AM EDT

Taxpayer Signature /s/ Larry Rocca
Date 4/17/2023 | 2:00 PM EDT

*Appendix C***TIER 4 - TAX FORECLOSURE EXTENSION OF
REDEMPTION PAYMENT AGREEMENT**

I/We, Richard Vollmer (payor), acknowledge that the real property taxes on Parcel Number(s): 02-14-30-435-006 are delinquent; the property has been forfeited pursuant to MCL 211.78g and a Petition for Tax Foreclosure has been filed in Macomb County Circuit Court, Case No. 2022-2098-CH. Payor is applying for an Extension of the Redemption period to June 1, 2023. Payor, waives any right to challenge the foreclosure and agrees to repay the delinquent 2020 and/or prior year(s) property taxes, with interest and fees under the following terms:

Payor will pay \$305 on 04/30/23 and **\$305 PER MONTH, COMMENCING 05/31/23** to the Macomb County Treasurer (Treasurer), until all delinquent taxes, interest and fees ("TIF") for the tax years 2020 and prior are paid. Payor understands that the property will remain in the foreclosure judgment until all TIF are paid or a deferral from judgment is granted. in the event that the agreed upon payment plan results in an outstanding balance as of June 1, 2023, the Treasurer shall review the terms of the plan for compliance. If the Treasurer determines substantial compliance has occurred, the Treasurer may enter an affidavit with the Court indicating substantial compliance with the plan and submit an order to the court granting a deferral from the foreclosure judgment. The determination of compliance is left to the sole discretion of the Treasurer. Treasurer will notify the payor of this determination via first class mail or email addressed to:

117a

Appendix C

<u>23124 Piper</u>	<u>Eastpointe MI</u>	<u>48021</u>
Mailing Address	City	Zip Code

Email rvollmer6544@gmail.com

Payor understands that if they are not compliant with the terms of this agreement then they must attend a review hearing scheduled for **May 25, 2023** or **May 26, 2023** between the hours of 9:30 to 11:00 a.m. Failure to comply with this agreement may result in a denial of a deferral, your property may remain in the Judgment of Foreclosure and the County Treasurer may include your property in the 2023 auction.

In addition to its promise to make these payments, payor agrees that:

- The information provided to the Treasurer's Office is true to the best of payor's knowledge; payor will notify the Treasurer's Office of any change in its financial circumstances and will respond to the Treasurer's Office's request for financial information during the course of this agreement,
- Payor is not aware of any hazardous materials on the property;
- Payor will properly maintain the property;
- Payor will not allow illegal activities to be conducted on the property;

Appendix C

- Payor will cooperate with the Treasurer's Office;
- Payor will allow reasonable inspections of the property by the staff of the Treasurer's Office;
- Payor will timely respond to inquiries from the staff of the Treasurer's Office;
- Payor will notify the Treasurer's Office in advance if we vacate the property and will secure the property before leaving;
- ☐ I will attend a financial literacy class offered through the MSU Extension program as designated by the Treasurer's Office.
- ☐ I will make a lump sum payment in the amount of my federal and state tax refund by May 15, 2023.
- ☐ I will apply for a homestead tax credit and apply the amount received to pay delinquent taxes by May 15, 2023.
- ☒ Taxpayer will have 2020's paid in full by 12/31/23

Payor understands that if payor does not comply with any of the terms of this Extension of Redemption agreement payor will lose its rights in the subject property. Payor agrees to further notices by first class mail or email at the Treasurer's discretion and stipulates to the entry of an order or orders with the Court regarding this agreement, notice of entry waived.

119a

Appendix C

Taxpayer Signature /s/ Richard H. Vollmer, Sr.
Date 4/17/2023

Taxpayer Signature /s/ Larry Rocca
Date 4/17/2023

*Appendix C***TIER 4 - TAX FORECLOSURE EXTENSION OF
REDEMPTION PAYMENT AGREEMENT**

I/We, Kurt Flynn (payor), acknowledge that the real property taxes on Parcel Number(s): 08-14-08-454-028 are delinquent; the property has been forfeited pursuant to MCL 211.78g and a Petition for Tax Foreclosure has been filed in Macomb County Circuit Court, Case No. 2022-2098-CH. Payor is applying for an Extension of the Redemption period to June 1, 2023. Payor, waives any right to challenge the foreclosure and agrees to repay the delinquent 2020 and/or prior year(s) property taxes, with interest and fees under the following terms:

Payor will pay \$ _____ on _____ and **\$350.00 PER MONTH, COMMENCING 04/30/23** to the Macomb County Treasurer (Treasurer), until all delinquent taxes, interest and fees ("TIF") for the tax years 2020 and prior are paid. Payor understands that the property will remain in the foreclosure judgment until all TIF are paid or a deferral from judgment is granted. in the event that the agreed upon payment plan results in an outstanding balance as of June 1, 2023, the Treasurer shall review the terms of the plan for compliance. If the Treasurer determines substantial compliance has occurred, the Treasurer may enter an affidavit with the Court indicating substantial compliance with the plan and submit an order to the court granting a deferral from the foreclosure judgment. The determination of compliance is left to the sole discretion of the Treasurer. Treasurer will notify the payor of this determination via first class mail or email addressed to:

121a

Appendix C

<u>17925 Birmingham St</u>	<u>Roseville</u>	<u>Michigan</u>	<u>448066</u>
Mailing Address	City		Zip Code

Email aqueelahterry@gmail.com

Payor understands that if they are not compliant with the terms of this agreement then they must attend a review hearing scheduled for **May 25, 2023** or **May 26, 2023** between the hours of 9:30 to 11:00 a.m. Failure to comply with this agreement may result in a denial of a deferral, your property may remain in the Judgment of Foreclosure and the County Treasurer may include your property in the 2023 auction.

In addition to its promise to make these payments, payor agrees that:

- The information provided to the Treasurer's Office is true to the best of payor's knowledge; payor will notify the Treasurer's Office of any change in its financial circumstances and will respond to the Treasurer's Office's request for financial information during the course of this agreement,
- Payor is not aware of any hazardous materials on the property;
- Payor will properly maintain the property;
- Payor will not allow illegal activities to be conducted on the property;

Appendix C

- Payor will cooperate with the Treasurer's Office;
- Payor will allow reasonable inspections of the property by the staff of the Treasurer's Office;
- Payor will timely respond to inquiries from the staff of the Treasurer's Office;
- Payor will notify the Treasurer's Office in advance if we vacate the property and will secure the property before leaving;
- ☐ I will attend a financial literacy class offered through the MSU Extension program as designated by the Treasurer's Office.
- ☐ I will make a lump sum payment in the amount of my federal and state tax refund by May 15, 2023.
- ☐ I will apply for a homestead tax credit and apply the amount received to pay delinquent taxes by May 15, 2023.
- ☐

Payor understands that if payor does not comply with any of the terms of this Extension of Redemption agreement payor will lose its rights in the subject property. Payor agrees to further notices by first class mail or email at the Treasurer's discretion and stipulates to the entry of an order or orders with the Court regarding this agreement, notice of entry waived.

123a

Appendix C

Taxpayer Signature /s/ Kurt Flynn
Date 4/13/2023 | 3:09 PM EDT

Taxpayer Signature /s/ Larry Rocca
Date 4/17/2023 | 2:02 PM EDT

*Appendix C***TIER 4 - TAX FORECLOSURE EXTENSION OF
REDEMPTION PAYMENT AGREEMENT**

I/We, Sean Schafer (payor), acknowledge that the real property taxes on Parcel Number(s): 08-14-09-328-015 are delinquent; the property has been forfeited pursuant to MCL 211.78g and a Petition for Tax Foreclosure has been filed in Macomb County Circuit Court, Case No. 2022-2098-CH. Payor is applying for an Extension of the Redemption period to June 1, 2023. Payor, waives any right to challenge the foreclosure and agrees to repay the delinquent 2020 and/or prior year(s) property taxes, with interest and fees under the following terms:

Payor will pay \$500.00 on 04/17/23 and \$275.00 PER MONTH, COMMENCING 05/31/23 to the Macomb County Treasurer (Treasurer), until all delinquent taxes, interest and fees ("TIF") for the tax years 2020 and prior are paid. Payor understands that the property will remain in the foreclosure judgment until all TIF are paid or a deferral from judgment is granted. in the event that the agreed upon payment plan results in an outstanding balance as of June 1, 2023, the Treasurer shall review the terms of the plan for compliance. If the Treasurer determines substantial compliance has occurred, the Treasurer may enter an affidavit with the Court indicating substantial compliance with the plan and submit an order to the court granting a deferral from the foreclosure judgment. The determination of compliance is left to the sole discretion of the Treasurer. Treasurer will notify the payor of this determination via first class mail or email addressed to:

125a

Appendix C

19520 Waldron	Roseville	Michigan	48066
Mailing Address	City		Zip Code

Email schafersean87@gmail.com

Payor understands that if they are not compliant with the terms of this agreement then they must attend a review hearing scheduled for **May 25, 2023** or **May 26, 2023** between the hours of 9:30 to 11:00 a.m. Failure to comply with this agreement may result in a denial of a deferral, your property may remain in the Judgment of Foreclosure and the County Treasurer may include your property in the 2023 auction.

In addition to its promise to make these payments, payor agrees that:

- The information provided to the Treasurer's Office is true to the best of payor's knowledge; payor will notify the Treasurer's Office of any change in its financial circumstances and will respond to the Treasurer's Office's request for financial information during the course of this agreement,
- Payor is not aware of any hazardous materials on the property;
- Payor will properly maintain the property;
- Payor will not allow illegal activities to be conducted on the property;

Appendix C

- Payor will cooperate with the Treasurer's Office;
 - Payor will allow reasonable inspections of the property by the staff of the Treasurer's Office;
 - Payor will timely respond to inquiries from the staff of the Treasurer's Office;
 - Payor will notify the Treasurer's Office in advance if we vacate the property and will secure the property before leaving;
- ☐ I will attend a financial literacy class offered through the MSU Extension program as designated by the Treasurer's Office.
- ☐ I will make a lump sum payment in the amount of my federal and state tax refund by May 15, 2023.
- ☐ I will apply for a homestead tax credit and apply the amount received to pay delinquent taxes by May 15, 2023.
- ☐

Payor understands that if payor does not comply with any of the terms of this Extension of Redemption agreement payor will lose its rights in the subject property. Payor agrees to further notices by first class mail or email at the Treasurer's discretion and stipulates to the entry of an order or orders with the Court regarding this agreement, notice of entry waived.

127a

Appendix C

Taxpayer Signature /s/ Sean Schafer
Date 4/14/2023 | 8:16 AM EDT

Taxpayer Signature /s/ Larry Rocca
Date 4/17/2023 | 2:01 PM EDT

*Appendix C***TIER 4 - TAX FORECLOSURE EXTENSION OF
REDEMPTION PAYMENT AGREEMENT**

I/We, Eric Alexiou (payor), acknowledge that the real property taxes on Parcel Number(s): 081417478011 are delinquent; the property has been forfeited pursuant to MCL 211.78g and a Petition for Tax Foreclosure has been filed in Macomb County Circuit Court, Case No. 2022-2098-CH. Payor is applying for an Extension of the Redemption period to June 1, 2023. Payor, waives any right to challenge the foreclosure and agrees to repay the delinquent 2020 and/or prior year(s) property taxes, with interest and fees under the following terms:

Payor will pay \$635.00 on 04/30/23 and \$635.00 **PER MONTH, COMMENCING 05/31/23** to the Macomb County Treasurer (Treasurer), until all delinquent taxes, interest and fees ("TIF") for the tax years 2020 and prior are paid. Payor understands that the property will remain in the foreclosure judgment until all TIF are paid or a deferral from judgment is granted. in the event that the agreed upon payment plan results in an outstanding balance as of June 1, 2023, the Treasurer shall review the terms of the plan for compliance. If the Treasurer determines substantial compliance has occurred, the Treasurer may enter an affidavit with the Court indicating substantial compliance with the plan and submit an order to the court granting a deferral from the foreclosure judgment. The determination of compliance is left to the sole discretion of the Treasurer. Treasurer will notify the payor of this determination via first class mail or email addressed to:

129a

Appendix C

18442 Beechwood St	Roseville	MI	48066
Mailing Address	City		Zip Code

Email amypep718@gmail.com

Payor understands that if they are not compliant with the terms of this agreement then they must attend a review hearing scheduled for **May 25, 2023** or **May 26, 2023** between the hours of 9:30 to 11:00 a.m. Failure to comply with this agreement may result in a denial of a deferral, your property may remain in the Judgment of Foreclosure and the County Treasurer may include your property in the 2023 auction.

In addition to its promise to make these payments, payor agrees that:

- The information provided to the Treasurer's Office is true to the best of payor's knowledge; payor will notify the Treasurer's Office of any change in its financial circumstances and will respond to the Treasurer's Office's request for financial information during the course of this agreement,
- Payor is not aware of any hazardous materials on the property;
- Payor will properly maintain the property;
- Payor will not allow illegal activities to be conducted on the property;

Appendix C

- Payor will cooperate with the Treasurer's Office;
- Payor will allow reasonable inspections of the property by the staff of the Treasurer's Office;
- Payor will timely respond to inquiries from the staff of the Treasurer's Office;
- Payor will notify the Treasurer's Office in advance if we vacate the property and will secure the property before leaving;
- ☐ I will attend a financial literacy class offered through the MSU Extension program as designated by the Treasurer's Office.
- ☐ I will make a lump sum payment in the amount of my federal and state tax refund by May 15, 2023.
- ☐ I will apply for a homestead tax credit and apply the amount received to pay delinquent taxes by May 15, 2023.
- ☒ 2020 balance must be paid in full by 12/31/23.

Payor understands that if payor does not comply with any of the terms of this Extension of Redemption agreement payor will lose its rights in the subject property. Payor agrees to further notices by first class mail or email at the Treasurer's discretion and stipulates to the entry of an order or orders with the Court regarding this agreement, notice of entry waived.

131a

Appendix C

Taxpayer Signature /s/ Eric Alexiou
Date 4/12/2023 | 3:18 PM EDT

Taxpayer Signature /s/ Larry Rocca
Date 4/17/2023 | 2:05 PM EDT

*Appendix C***TIER 4 - TAX FORECLOSURE EXTENSION OF
REDEMPTION PAYMENT AGREEMENT**

I/We, Tina Loury (payor), acknowledge that the real property taxes on Parcel Number(s): 08-14-18-204-018 are delinquent; the property has been forfeited pursuant to MCL 211.78g and a Petition for Tax Foreclosure has been filed in Macomb County Circuit Court, Case No. 2022-2098-CH. Payor is applying for an Extension of the Redemption period to June 1, 2023. Payor, waives any right to challenge the foreclosure and agrees to repay the delinquent 2020 and/or prior year(s) property taxes, with interest and fees under the following terms:

Payor will pay \$100.00 on 04/30/23 and \$100.00 PER MONTH, COMMENCING 05/31/23 to the Macomb County Treasurer (Treasurer), until all delinquent taxes, interest and fees ("TIF") for the tax years 2020 and prior are paid. Payor understands that the property will remain in the foreclosure judgment until all TIF are paid or a deferral from judgment is granted. in the event that the agreed upon payment plan results in an outstanding balance as of June 1, 2023, the Treasurer shall review the terms of the plan for compliance. If the Treasurer determines substantial compliance has occurred, the Treasurer may enter an affidavit with the Court indicating substantial compliance with the plan and submit an order to the court granting a deferral from the foreclosure judgment. The determination of compliance is left to the sole discretion of the Treasurer. Treasurer will notify the payor of this determination via first class mail or email addressed to:

133a

Appendix C

<u>28566 citation dr</u>	<u>Roseville</u>	<u>Michigan</u>	<u>48066</u>
Mailing Address	City		Zip Code

Email mistina6969@gmail.com

Payor understands that if they are not compliant with the terms of this agreement then they must attend a review hearing scheduled for **May 25, 2023** or **May 26, 2023** between the hours of 9:30 to 11:00 a.m. Failure to comply with this agreement may result in a denial of a deferral, your property may remain in the Judgment of Foreclosure and the County Treasurer may include your property in the 2023 auction.

In addition to its promise to make these payments, payor agrees that:

- The information provided to the Treasurer's Office is true to the best of payor's knowledge; payor will notify the Treasurer's Office of any change in its financial circumstances and will respond to the Treasurer's Office's request for financial information during the course of this agreement,
- Payor is not aware of any hazardous materials on the property;
- Payor will properly maintain the property;
- Payor will not allow illegal activities to be conducted on the property;

Appendix C

- Payor will cooperate with the Treasurer's Office;
- Payor will allow reasonable inspections of the property by the staff of the Treasurer's Office;
- Payor will timely respond to inquiries from the staff of the Treasurer's Office;
- Payor will notify the Treasurer's Office in advance if we vacate the property and will secure the property before leaving;
- ☐ I will attend a financial literacy class offered through the MSU Extension program as designated by the Treasurer's Office.
- ☐ I will make a lump sum payment in the amount of my federal and state tax refund by May 15, 2023.
- ☐ I will apply for a homestead tax credit and apply the amount received to pay delinquent taxes by May 15, 2023.
- ☐

Payor understands that if payor does not comply with any of the terms of this Extension of Redemption agreement payor will lose its rights in the subject property. Payor agrees to further notices by first class mail or email at the Treasurer's discretion and stipulates to the entry of an order or orders with the Court regarding this agreement, notice of entry waived.

135a

Appendix C

Taxpayer Signature /s/ Tina Loury
Date 4/13/2023 | 6:00 PM EDT

Taxpayer Signature /s/ Larry Rocca
Date 4/17/2023 | 2:02 PM EDT

*Appendix C***TIER 4 - TAX FORECLOSURE EXTENSION OF
REDEMPTION PAYMENT AGREEMENT**

I/We, Robin Koyle Dean Koyle (payor), acknowledge that the real property taxes on Parcel Number(s): 08-14-19-478-007 are delinquent; the property has been forfeited pursuant to MCL 211.78g and a Petition for Tax Foreclosure has been filed in Macomb County Circuit Court, Case No. 2022-2098-CH. Payor is applying for an Extension of the Redemption period to June 1, 2023. Payor, waives any right to challenge the foreclosure and agrees to repay the delinquent 2020 and/or prior year(s) property taxes, with interest and fees under the following terms:

Payor will pay \$265.00 on 03/31/23 and \$265.00 PER MONTH, COMMENCING 04/30/23 to the Macomb County Treasurer (Treasurer), until all delinquent taxes, interest and fees ("TIF") for the tax years 2020 and prior are paid. Payor understands that the property will remain in the foreclosure judgment until all TIF are paid or a deferral from judgment is granted. in the event that the agreed upon payment plan results in an outstanding balance as of June 1, 2023, the Treasurer shall review the terms of the plan for compliance. If the Treasurer determines substantial compliance has occurred, the Treasurer may enter an affidavit with the Court indicating substantial compliance with the plan and submit an order to the court granting a deferral from the foreclosure judgment. The determination of compliance is left to the sole discretion of the Treasurer. Treasurer will notify the payor of this determination via first class mail or email addressed to:

137a

Appendix C

31234 W. Amurcon	Fraser	Michigan	48026
Mailing Address	City		Zip Code

Email robinkoyle@yahoo.com

Payor understands that if they are not compliant with the terms of this agreement then they must attend a review hearing scheduled for **May 25, 2023** or **May 26, 2023** between the hours of 9:30 to 11:00 a.m. Failure to comply with this agreement may result in a denial of a deferral, your property may remain in the Judgment of Foreclosure and the County Treasurer may include your property in the 2023 auction.

In addition to its promise to make these payments, payor agrees that:

- The information provided to the Treasurer's Office is true to the best of payor's knowledge; payor will notify the Treasurer's Office of any change in its financial circumstances and will respond to the Treasurer's Office's request for financial information during the course of this agreement,
- Payor is not aware of any hazardous materials on the property;
- Payor will properly maintain the property;
- Payor will not allow illegal activities to be conducted on the property;

Appendix C

- Payor will cooperate with the Treasurer's Office;
- Payor will allow reasonable inspections of the property by the staff of the Treasurer's Office;
- Payor will timely respond to inquiries from the staff of the Treasurer's Office;
- Payor will notify the Treasurer's Office in advance if we vacate the property and will secure the property before leaving;
- ☐ I will attend a financial literacy class offered through the MSU Extension program as designated by the Treasurer's Office.
- ☐ I will make a lump sum payment in the amount of my federal and state tax refund by May 15, 2023.
- ☐ I will apply for a homestead tax credit and apply the amount received to pay delinquent taxes by May 15, 2023.
- ☒ 2020 balance must be paid in full by 12/31/23.

Payor understands that if payor does not comply with any of the terms of this Extension of Redemption agreement payor will lose its rights in the subject property. Payor agrees to further notices by first class mail or email at the Treasurer's discretion and stipulates to the entry of an order or orders with the Court regarding this agreement, notice of entry waived.

139a

Appendix C

Taxpayer Signature /s/ Robin Koyle
Date 4/13/2023 | 8:16 AM EDT

Taxpayer Signature /s/ Larry Rocca
Date 4/17/2023 | 2:04 PM EDT

*Appendix C***TIER 4 - TAX FORECLOSURE EXTENSION OF
REDEMPTION PAYMENT AGREEMENT**

I/We, Mary Ellen Murphy (payor), acknowledge that the real property taxes on Parcel Number(s): 09-14-35-108-003 are delinquent; the property has been forfeited pursuant to MCL 211.78g and a Petition for Tax Foreclosure has been filed in Macomb County Circuit Court, Case No. 2022-2098-CH. Payor is applying for an Extension of the Redemption period to June 1, 2023. Payor, waives any right to challenge the foreclosure and agrees to repay the delinquent 2020 and/or prior year(s) property taxes, with interest and fees under the following terms:

Payor will pay \$1,100.00 on 04/30/23 and \$150.00 PER MONTH, COMMENCING 05/30/23 to the Macomb County Treasurer (Treasurer), until all delinquent taxes, interest and fees ("TIF") for the tax years 2020 and prior are paid. Payor understands that the property will remain in the foreclosure judgment until all TIF are paid or a deferral from judgment is granted. in the event that the agreed upon payment plan results in an outstanding balance as of June 1, 2023, the Treasurer shall review the terms of the plan for compliance. If the Treasurer determines substantial compliance has occurred, the Treasurer may enter an affidavit with the Court indicating substantial compliance with the plan and submit an order to the court granting a deferral from the foreclosure judgment. The determination of compliance is left to the sole discretion of the Treasurer. Treasurer will notify the payor of this determination via first class mail or email addressed to:

141a

Appendix C

<u>23005 Liberty St</u>	<u>St Clair Shores</u>	<u>Michigan</u>	<u>48080</u>
Mailing Address	City		Zip Code

Email memurphy10@gmail.com

Payor understands that if they are not compliant with the terms of this agreement then they must attend a review hearing scheduled for **May 25, 2023** or **May 26, 2023** between the hours of 9:30 to 11:00 a.m. Failure to comply with this agreement may result in a denial of a deferral, your property may remain in the Judgment of Foreclosure and the County Treasurer may include your property in the 2023 auction.

In addition to its promise to make these payments, payor agrees that:

- The information provided to the Treasurer's Office is true to the best of payor's knowledge; payor will notify the Treasurer's Office of any change in its financial circumstances and will respond to the Treasurer's Office's request for financial information during the course of this agreement,
- Payor is not aware of any hazardous materials on the property;
- Payor will properly maintain the property;
- Payor will not allow illegal activities to be conducted on the property;

Appendix C

- Payor will cooperate with the Treasurer's Office;
- Payor will allow reasonable inspections of the property by the staff of the Treasurer's Office;
- Payor will timely respond to inquiries from the staff of the Treasurer's Office;
- Payor will notify the Treasurer's Office in advance if we vacate the property and will secure the property before leaving;
- ☐ I will attend a financial literacy class offered through the MSU Extension program as designated by the Treasurer's Office.
- ☐ I will make a lump sum payment in the amount of my federal and state tax refund by May 15, 2023.
- ☐ I will apply for a homestead tax credit and apply the amount received to ay delinquent taxes by May 15, 2023.
- ☐

Payor understands that if payor does not comply with any of the terms of this Extension of Redemption agreement payor will lose its rights in the subject property. Payor agrees to further notices by first class mail or email at the Treasurer's discretion and stipulates to the entry of an order or orders with the Court regarding this agreement, notice of entry waived.

143a

Appendix C

Taxpayer Signature /s/ Mary Ellen Murphy
Date 4/13/2023 | 4:17 PM EDT

Taxpayer Signature /s/ Larry Rocca
Date 4/17/2023 | 2:02 PM EDT

*Appendix C***TIER 4 - TAX FORECLOSURE EXTENSION OF
REDEMPTION PAYMENT AGREEMENT**

I/We, Mark Waters (payor), acknowledge that the real property taxes on Parcel Number(s): 10-10-36-352-001 are delinquent; the property has been forfeited pursuant to MCL 211.78g and a Petition for Tax Foreclosure has been filed in Macomb County Circuit Court, Case No. 2022-2098-CH. Payor is applying for an Extension of the Redemption period to June 1, 2023. Payor, waives any right to challenge the foreclosure and agrees to repay the delinquent 2020 and/or prior year(s) property taxes, with interest and fees under the following terms:

Payor will pay \$400.00 on 04/30/23 and \$400.00 PER MONTH, COMMENCING 05/31/23 to the Macomb County Treasurer (Treasurer), until all delinquent taxes, interest and fees ("TIF") for the tax years 2020 and prior are paid. Payor understands that the property will remain in the foreclosure judgment until all TIF are paid or a deferral from judgment is granted. in the event that the agreed upon payment plan results in an outstanding balance as of June 1, 2023, the Treasurer shall review the terms of the plan for compliance. If the Treasurer determines substantial compliance has occurred, the Treasurer may enter an affidavit with the Court indicating substantial compliance with the plan and submit an order to the court granting a deferral from the foreclosure judgment. The determination of compliance is left to the sole discretion of the Treasurer. Treasurer will notify the payor of this determination via first class mail or email addressed to:

145a

Appendix C

33858 Morrison Sterling Heights Michigan 48312
Mailing Address City Zip Code

Email watersanne@ymail.com

Payor understands that if they are not compliant with the terms of this agreement then they must attend a review hearing scheduled for **May 25, 2023** or **May 26, 2023** between the hours of 9:30 to 11:00 a.m. Failure to comply with this agreement may result in a denial of a deferral, your property may remain in the Judgment of Foreclosure and the County Treasurer may include your property in the 2023 auction.

In addition to its promise to make these payments, payor agrees that:

- The information provided to the Treasurer's Office is true to the best of payor's knowledge; payor will notify the Treasurer's Office of any change in its financial circumstances and will respond to the Treasurer's Office's request for financial information during the course of this agreement,
- Payor is not aware of any hazardous materials on the property;
- Payor will properly maintain the property;
- Payor will not allow illegal activities to be conducted on the property;

Appendix C

- Payor will cooperate with the Treasurer's Office;
- Payor will allow reasonable inspections of the property by the staff of the Treasurer's Office;
- Payor will timely respond to inquiries from the staff of the Treasurer's Office;
- Payor will notify the Treasurer's Office in advance if we vacate the property and will secure the property before leaving;
- ☐ I will attend a financial literacy class offered through the MSU Extension program as designated by the Treasurer's Office.
- ☒ I will make a lump sum payment in the amount of my federal and state tax refund by May 15, 2023.
- ☐ I will apply for a homestead tax credit and apply the amount received to ay delinquent taxes by May 15, 2023.
- ☒ 2020 Balance must be paid in full by 12/31/23.

Payor understands that if payor does not comply with any of the terms of this Extension of Redemption agreement payor will lose its rights in the subject property. Payor agrees to further notices by first class mail or email at the Treasurer's discretion and stipulates to the entry of an order or orders with the Court regarding this agreement, notice of entry waived.

147a

Appendix C

Taxpayer Signature /s/ A. Waters
Date 4/13/2023 | 12:14 PM EDT

Taxpayer Signature /s/ Larry Rocca
Date 4/17/2023 | 2:04 PM EDT

*Appendix C***TIER 4 - TAX FORECLOSURE EXTENSION OF
REDEMPTION PAYMENT AGREEMENT**

I/We, Susan Cieplik (payor), acknowledge that the real property taxes on Parcel Number(s): 12 13 15 351 005 are delinquent; the property has been forfeited pursuant to MCL 211.78g and a Petition for Tax Foreclosure has been filed in Macomb County Circuit Court, Case No. 2022-2098-CH. Payor is applying for an Extension of the Redemption period to June 1, 2023. Payor, waives any right to challenge the foreclosure and agrees to repay the delinquent 2020 and/or prior year(s) property taxes, with interest and fees under the following terms:

Payor will pay \$545.00 on 04/30/23 and \$545.00 PER MONTH, COMMENCING 05/31/23 to the Macomb County Treasurer (Treasurer), until all delinquent taxes, interest and fees ("TIF") for the tax years 2020 and prior are paid. Payor understands that the property will remain in the foreclosure judgment until all TIF are paid or a deferral from judgment is granted. in the event that the agreed upon payment plan results in an outstanding balance as of June 1, 2023, the Treasurer shall review the terms of the plan for compliance. If the Treasurer determines substantial compliance has occurred, the Treasurer may enter an affidavit with the Court indicating substantial compliance with the plan and submit an order to the court granting a deferral from the foreclosure judgment. The determination of compliance is left to the sole discretion of the Treasurer. Treasurer will notify the payor of this determination via first class mail or email addressed to:

Appendix C

8118 Garbor Ave	Warren	Michigan	48093
Mailing Address	City		Zip Code

Email Scieplikpipe@aol.com

Payor understands that if they are not compliant with the terms of this agreement then they must attend a review hearing scheduled for **May 25, 2023** or **May 26, 2023** between the hours of 9:30 to 11:00 a.m. Failure to comply with this agreement may result in a denial of a deferral, your property may remain in the Judgment of Foreclosure and the County Treasurer may include your property in the 2023 auction.

In addition to its promise to make these payments, payor agrees that:

- The information provided to the Treasurer's Office is true to the best of payor's knowledge; payor will notify the Treasurer's Office of any change in its financial circumstances and will respond to the Treasurer's Office's request for financial information during the course of this agreement,
- Payor is not aware of any hazardous materials on the property;
- Payor will properly maintain the property;
- Payor will not allow illegal activities to be conducted on the property;

150a

Appendix C

- Payor will cooperate with the Treasurer's Office;
- Payor will allow reasonable inspections of the property by the staff of the Treasurer's Office;
- Payor will timely respond to inquiries from the staff of the Treasurer's Office;
- Payor will notify the Treasurer's Office in advance if we vacate the property and will secure the property before leaving;
- ☐ I will attend a financial literacy class offered through the MSU Extension program as designated by the Treasurer's Office.
- ☐ I will make a lump sum payment in the amount of my federal and state tax refund by May 15, 2023.
- ☐ I will apply for a homestead tax credit and apply the amount received to pay delinquent taxes by May 15, 2023.
- ☐

Payor understands that if payor does not comply with any of the terms of this Extension of Redemption agreement payor will lose its rights in the subject property. Payor agrees to further notices by first class mail or email at the Treasurer's discretion and stipulates to the entry of an order or orders with the Court regarding this agreement, notice of entry waived.

151a

Appendix C

Taxpayer Signature /s/ Susan Cieplik
Date 4/14/2023 | 3:20 PM EDT

Taxpayer Signature /s/ Larry Rocca
Date 4/17/2023 | 2:01 PM EDT

*Appendix C***TIER 4 - TAX FORECLOSURE EXTENSION OF
REDEMPTION PAYMENT AGREEMENT**

I/We, Wendy Morreale (payor), acknowledge that the real property taxes on Parcel Number(s): 12-13-23-351-008 are delinquent; the property has been forfeited pursuant to MCL 211.78g and a Petition for Tax Foreclosure has been filed in Macomb County Circuit Court, Case No. 2022-2098-CH. Payor is applying for an Extension of the Redemption period to June 1, 2023. Payor, waives any right to challenge the foreclosure and agrees to repay the delinquent 2020 and/or prior year(s) property taxes, with interest and fees under the following terms:

Payor will pay \$475.00 on 04/30/23 and \$475.00 PER MONTH, COMMENCING 05/31/23 to the Macomb County Treasurer (Treasurer), until all delinquent taxes, interest and fees ("TIF") for the tax years 2020 and prior are paid. Payor understands that the property will remain in the foreclosure judgment until all TIF are paid or a deferral from judgment is granted. in the event that the agreed upon payment plan results in an outstanding balance as of June 1, 2023, the Treasurer shall review the terms of the plan for compliance. If the Treasurer determines substantial compliance has occurred, the Treasurer may enter an affidavit with the Court indicating substantial compliance with the plan and submit an order to the court granting a deferral from the foreclosure judgment. The determination of compliance is left to the sole discretion of the Treasurer. Treasurer will notify the payor of this determination via first class mail or email addressed to:

153a

Appendix C

<u>11732 Highland Dr.</u>	<u>Warren</u>	<u>Michigan</u>	<u>48015</u>
Mailing Address	City		Zip Code

Email TheFamilymwmb@yahoo.com

Payor understands that if they are not compliant with the terms of this agreement then they must attend a review hearing scheduled for **May 25, 2023** or **May 26, 2023** between the hours of 9:30 to 11:00 a.m. Failure to comply with this agreement may result in a denial of a deferral, your property may remain in the Judgment of Foreclosure and the County Treasurer may include your property in the 2023 auction.

In addition to its promise to make these payments, payor agrees that:

- The information provided to the Treasurer's Office is true to the best of payor's knowledge; payor will notify the Treasurer's Office of any change in its financial circumstances and will respond to the Treasurer's Office's request for financial information during the course of this agreement,
- Payor is not aware of any hazardous materials on the property;
- Payor will properly maintain the property;
- Payor will not allow illegal activities to be conducted on the property;

Appendix C

- Payor will cooperate with the Treasurer's Office;
- Payor will allow reasonable inspections of the property by the staff of the Treasurer's Office;
- Payor will timely respond to inquiries from the staff of the Treasurer's Office;
- Payor will notify the Treasurer's Office in advance if we vacate the property and will secure the property before leaving;
- ☐ I will attend a financial literacy class offered through the MSU Extension program as designated by the Treasurer's Office.
- ☐ I will make a lump sum payment in the amount of my federal and state tax refund by May 15, 2023.
- ☐ I will apply for a homestead tax credit and apply the amount received to pay delinquent taxes by May 15, 2023.
- ☒ 2020 balance must be paid in full by 12/31/23.

Payor understands that if payor does not comply with any of the terms of this Extension of Redemption agreement payor will lose its rights in the subject property. Payor agrees to further notices by first class mail or email at the Treasurer's discretion and stipulates to the entry of an order or orders with the Court regarding this agreement, notice of entry waived.

155a

Appendix C

Taxpayer Signature /s/ Wendy Morreale
Date 4/17/2023 | 8:18 AM EDT

Taxpayer Signature /s/ Larry Rocca
Date 4/17/2023 | 2:00 PM EDT

*Appendix C***TIER 4 - TAX FORECLOSURE EXTENSION OF
REDEMPTION PAYMENT AGREEMENT**

I/We, Aquarius Marshall (payor), acknowledge that the real property taxes on Parcel Number(s): 12-13-31-457-006 are delinquent; the property has been forfeited pursuant to MCL 211.78g and a Petition for Tax Foreclosure has been filed in Macomb County Circuit Court, Case No. 2022-2098-CH. Payor is applying for an Extension of the Redemption period to June 1, 2023. Payor, waives any right to challenge the foreclosure and agrees to repay the delinquent 2020 and/or prior year(s) property taxes, with interest and fees under the following terms:

Payor will pay \$200.00 on 04/30/23 and \$200.00 PER MONTH, COMMENCING 05/31/23 to the Macomb County Treasurer (Treasurer), until all delinquent taxes, interest and fees ("TIF") for the tax years 2020 and prior are paid. Payor understands that the property will remain in the foreclosure judgment until all TIF are paid or a deferral from judgment is granted. in the event that the agreed upon payment plan results in an outstanding balance as of June 1, 2023, the Treasurer shall review the terms of the plan for compliance. If the Treasurer determines substantial compliance has occurred, the Treasurer may enter an affidavit with the Court indicating substantial compliance with the plan and submit an order to the court granting a deferral from the foreclosure judgment. The determination of compliance is left to the sole discretion of the Treasurer. Treasurer will notify the payor of this determination via first class mail or email addressed to:

157a

Appendix C

<u>20749 June Ave</u>	<u>WARREN</u>	<u>Michigan</u>	<u>48091</u>
Mailing Address	City		Zip Code

Email aquariusmarshall@yahoo.com

Payor understands that if they are not compliant with the terms of this agreement then they must attend a review hearing scheduled for **May 25, 2023** or **May 26, 2023** between the hours of 9:30 to 11:00 a.m. Failure to comply with this agreement may result in a denial of a deferral, your property may remain in the Judgment of Foreclosure and the County Treasurer may include your property in the 2023 auction.

In addition to its promise to make these payments, payor agrees that:

- The information provided to the Treasurer's Office is true to the best of payor's knowledge; payor will notify the Treasurer's Office of any change in its financial circumstances and will respond to the Treasurer's Office's request for financial information during the course of this agreement,
- Payor is not aware of any hazardous materials on the property;
- Payor will properly maintain the property;
- Payor will not allow illegal activities to be conducted on the property;

Appendix C

- Payor will cooperate with the Treasurer's Office;
- Payor will allow reasonable inspections of the property by the staff of the Treasurer's Office;
- Payor will timely respond to inquiries from the staff of the Treasurer's Office;
- Payor will notify the Treasurer's Office in advance if we vacate the property and will secure the property before leaving;
- ☐ I will attend a financial literacy class offered through the MSU Extension program as designated by the Treasurer's Office.
- ☐ I will make a lump sum payment in the amount of my federal and state tax refund by May 15, 2023.
- ☐ I will apply for a homestead tax credit and apply the amount received to ay delinquent taxes by May 15, 2023.
- ☐

Payor understands that if payor does not comply with any of the terms of this Extension of Redemption agreement payor will lose its rights in the subject property. Payor agrees to further notices by first class mail or email at the Treasurer's discretion and stipulates to the entry of an order or orders with the Court regarding this agreement, notice of entry waived.

159a

Appendix C

Taxpayer Signature /s/ Aquarius Marshall
Date 4/14/2023 | 12:41 PM EDT

Taxpayer Signature /s/ Larry Rocca
Date 4/17/2023 | 2:03 PM EDT

*Appendix C***TIER 4 - TAX FORECLOSURE EXTENSION OF
REDEMPTION PAYMENT AGREEMENT**

I/We, Jazimn hines (payor), acknowledge that the real property taxes on Parcel Number(s): 12-13-32-356-031 are delinquent; the property has been forfeited pursuant to MCL 211.78g and a Petition for Tax Foreclosure has been filed in Macomb County Circuit Court, Case No. 2022-2098-CH. Payor is applying for an Extension of the Redemption period to June 1, 2023. Payor, waives any right to challenge the foreclosure and agrees to repay the delinquent 2020 and/or prior year(s) property taxes, with interest and fees under the following terms:

Payor will pay \$_____ on _____ and **\$717.48 PER MONTH, COMMENCING 05/30/23** to the Macomb County Treasurer (Treasurer), until all delinquent taxes, interest and fees ("TIF") for the tax years 2020 and prior are paid. Payor understands that the property will remain in the foreclosure judgment until all TIF are paid or a deferral from judgment is granted. in the event that the agreed upon payment plan results in an outstanding balance as of June 1, 2023, the Treasurer shall review the terms of the plan for compliance. If the Treasurer determines substantial compliance has occurred, the Treasurer may enter an affidavit with the Court indicating substantial compliance with the plan and submit an order to the court granting a deferral from the foreclosure judgment. The determination of compliance is left to the sole discretion of the Treasurer. Treasurer will notify the payor of this determination via first class mail or email addressed to:

161a

Appendix C

<u>20756 Dean St</u>	<u>Warren</u>	<u>Michigan</u>	<u>48091</u>
Mailing Address	City		Zip Code

Email Priiincessjaz@icloud.com

Payor understands that if they are not compliant with the terms of this agreement then they must attend a review hearing scheduled for **May 25, 2023** or **May 26, 2023** between the hours of 9:30 to 11:00 a.m. Failure to comply with this agreement may result in a denial of a deferral, your property may remain in the Judgment of Foreclosure and the County Treasurer may include your property in the 2023 auction.

In addition to its promise to make these payments, payor agrees that:

- The information provided to the Treasurer's Office is true to the best of payor's knowledge; payor will notify the Treasurer's Office of any change in its financial circumstances and will respond to the Treasurer's Office's request for financial information during the course of this agreement,
- Payor is not aware of any hazardous materials on the property;
- Payor will properly maintain the property;
- Payor will not allow illegal activities to be conducted on the property;

Appendix C

- Payor will cooperate with the Treasurer's Office;
- Payor will allow reasonable inspections of the property by the staff of the Treasurer's Office;
- Payor will timely respond to inquiries from the staff of the Treasurer's Office;
- Payor will notify the Treasurer's Office in advance if we vacate the property and will secure the property before leaving;
- ☐ I will attend a financial literacy class offered through the MSU Extension program as designated by the Treasurer's Office.
- ☐ I will make a lump sum payment in the amount of my federal and state tax refund by May 15, 2023.
- ☐ I will apply for a homestead tax credit and apply the amount received to pay delinquent taxes by May 15, 2023.
- ☐

Payor understands that if payor does not comply with any of the terms of this Extension of Redemption agreement payor will lose its rights in the subject property. Payor agrees to further notices by first class mail or email at the Treasurer's discretion and stipulates to the entry of an order or orders with the Court regarding this agreement, notice of entry waived.

163a

Appendix C

Taxpayer Signature /s/ JAZMIN

Date 4/14/2023 | 2:51 PM EDT

Taxpayer Signature /s/ Larry Rocca

Date 4/17/2023 | 2:03 PM EDT

*Appendix C***TIER 4 - TAX FORECLOSURE EXTENSION OF
REDEMPTION PAYMENT AGREEMENT**

I/We, Lakisha Elcock (payor), acknowledge that the real property taxes on Parcel Number(s): 12-13-32-459-012 are delinquent; the property has been forfeited pursuant to MCL 211.78g and a Petition for Tax Foreclosure has been filed in Macomb County Circuit Court, Case No. 2022-2098-CH. Payor is applying for an Extension of the Redemption period to June 1, 2023. Payor, waives any right to challenge the foreclosure and agrees to repay the delinquent 2020 and/or prior year(s) property taxes, with interest and fees under the following terms:

Payor will pay \$ 725.00 on 04/30/23 and \$ 725.00 PER MONTH, COMMENCING 05/31/23 to the Macomb County Treasurer (Treasurer), until all delinquent taxes, interest and fees ("TIF") for the tax years 2020 and prior are paid. Payor understands that the property will remain in the foreclosure judgment until all TIF are paid or a deferral from judgment is granted. in the event that the agreed upon payment plan results in an outstanding balance as of June 1, 2023, the Treasurer shall review the terms of the plan for compliance. If the Treasurer determines substantial compliance has occurred, the Treasurer may enter an affidavit with the Court indicating substantial compliance with the plan and submit an order to the court granting a deferral from the foreclosure judgment. The determination of compliance is left to the sole discretion of the Treasurer. Treasurer will notify the payor of this determination via first class mail or email addressed to:

165a

Appendix C

<u>20768 Cyman Ave</u>	<u>Warren</u>	<u>Michigan</u>	<u>48091</u>
Mailing Address	City		Zip Code

Email lakishaelcock@gmail.com

Payor understands that if they are not compliant with the terms of this agreement then they must attend a review hearing scheduled for **May 25, 2023** or **May 26, 2023** between the hours of 9:30 to 11:00 a.m. Failure to comply with this agreement may result in a denial of a deferral, your property may remain in the Judgment of Foreclosure and the County Treasurer may include your property in the 2023 auction.

In addition to its promise to make these payments, payor agrees that:

- The information provided to the Treasurer's Office is true to the best of payor's knowledge; payor will notify the Treasurer's Office of any change in its financial circumstances and will respond to the Treasurer's Office's request for financial information during the course of this agreement,
- Payor is not aware of any hazardous materials on the property;
- Payor will properly maintain the property;
- Payor will not allow illegal activities to be conducted on the property;

Appendix C

- Payor will cooperate with the Treasurer's Office;
- Payor will allow reasonable inspections of the property by the staff of the Treasurer's Office;
- Payor will timely respond to inquiries from the staff of the Treasurer's Office;
- Payor will notify the Treasurer's Office in advance if we vacate the property and will secure the property before leaving;
- ☐ I will attend a financial literacy class offered through the MSU Extension program as designated by the Treasurer's Office.
- ☐ I will make a lump sum payment in the amount of my federal and state tax refund by May 15, 2023.
- ☐ I will apply for a homestead tax credit and apply the amount received to pay delinquent taxes by May 15, 2023.
- ☐

Payor understands that if payor does not comply with any of the terms of this Extension of Redemption agreement payor will lose its rights in the subject property. Payor agrees to further notices by first class mail or email at the Treasurer's discretion and stipulates to the entry of an order or orders with the Court regarding this agreement, notice of entry waived.

167a

Appendix C

Taxpayer Signature /s/ Lakisha Elcock
Date 4/13/2023 | 3:02 PM EDT

Taxpayer Signature /s/ Larry Rocca
Date 4/17/2023 | 2:02 PM EDT

*Appendix C***TIER 4 - TAX FORECLOSURE EXTENSION OF
REDEMPTION PAYMENT AGREEMENT**

I/We, Sharon Moe (payor), acknowledge that the real property taxes on Parcel Number(s): 12-13-32-459-012 are delinquent; the property has been forfeited pursuant to MCL 211.78g and a Petition for Tax Foreclosure has been filed in Macomb County Circuit Court, Case No. 2022-2098-CH. Payor is applying for an Extension of the Redemption period to June 1, 2023. Payor, waives any right to challenge the foreclosure and agrees to repay the delinquent 2020 and/or prior year(s) property taxes, with interest and fees under the following terms:

Payor will pay \$300.00 on 04/30/23 and \$300.00 PER MONTH, COMMENCING 05/31/23 to the Macomb County Treasurer (Treasurer), until all delinquent taxes, interest and fees ("TIF") for the tax years 2020 and prior are paid. Payor understands that the property will remain in the foreclosure judgment until all TIF are paid or a deferral from judgment is granted. in the event that the agreed upon payment plan results in an outstanding balance as of June 1, 2023, the Treasurer shall review the terms of the plan for compliance. If the Treasurer determines substantial compliance has occurred, the Treasurer may enter an affidavit with the Court indicating substantial compliance with the plan and submit an order to the court granting a deferral from the foreclosure judgment. The determination of compliance is left to the sole discretion of the Treasurer. Treasurer will notify the payor of this determination via first class mail or email addressed to:

169a

Appendix C

11543 Cadillac	Warren	Michigan	48089
Mailing Address	City		Zip Code

Email moesharon105@gmail.com

Payor understands that if they are not compliant with the terms of this agreement then they must attend a review hearing scheduled for **May 25, 2023** or **May 26, 2023** between the hours of 9:30 to 11:00 a.m. Failure to comply with this agreement may result in a denial of a deferral, your property may remain in the Judgment of Foreclosure and the County Treasurer may include your property in the 2023 auction.

In addition to its promise to make these payments, payor agrees that:

- The information provided to the Treasurer's Office is true to the best of payor's knowledge; payor will notify the Treasurer's Office of any change in its financial circumstances and will respond to the Treasurer's Office's request for financial information during the course of this agreement,
- Payor is not aware of any hazardous materials on the property;
- Payor will properly maintain the property;
- Payor will not allow illegal activities to be conducted on the property;

170a

Appendix C

- Payor will cooperate with the Treasurer's Office;
- Payor will allow reasonable inspections of the property by the staff of the Treasurer's Office;
- Payor will timely respond to inquiries from the staff of the Treasurer's Office;
- Payor will notify the Treasurer's Office in advance if we vacate the property and will secure the property before leaving;
- ☐ I will attend a financial literacy class offered through the MSU Extension program as designated by the Treasurer's Office.
- ☐ I will make a lump sum payment in the amount of my federal and state tax refund by May 15, 2023.
- ☐ I will apply for a homestead tax credit and apply the amount received to pay delinquent taxes by May 15, 2023.
- ☐

Payor understands that if payor does not comply with any of the terms of this Extension of Redemption agreement payor will lose its rights in the subject property. Payor agrees to further notices by first class mail or email at the Treasurer's discretion and stipulates to the entry of an order or orders with the Court regarding this agreement, notice of entry waived.

171a

Appendix C

Taxpayer Signature /s/ Sharon Moe
Date 4/12/2023 | 2:01 PM EDT

Taxpayer Signature /s/ Larry Rocca
Date 4/17/2023 | 2:05 PM EDT

*Appendix C***TIER 4 - TAX FORECLOSURE EXTENSION OF
REDEMPTION PAYMENT AGREEMENT**

I/We, Gladys Johnivan (payor), acknowledge that the real property taxes on Parcel Number(s): 12-13-36-102-024 & 12-13-36-102-025 are delinquent; the property has been forfeited pursuant to MCL 211.78g and a Petition for Tax Foreclosure has been filed in Macomb County Circuit Court, Case No. 2022-2098-CH. Payor is applying for an Extension of the Redemption period to June 1, 2023. Payor, waives any right to challenge the foreclosure and agrees to repay the delinquent 2020 and/or prior year(s) property taxes, with interest and fees under the following terms:

Payor will pay \$65.00 on 04/30/23 and \$65.00 PER MONTH, COMMENCING 05/31/23 to the Macomb County Treasurer (Treasurer), until all delinquent taxes, interest and fees ("TIF") for the tax years 2020 and prior are paid. Payor understands that the property will remain in the foreclosure judgment until all TIF are paid or a deferral from judgment is granted. in the event that the agreed upon payment plan results in an outstanding balance as of June 1, 2023, the Treasurer shall review the terms of the plan for compliance. If the Treasurer determines substantial compliance has occurred, the Treasurer may enter an affidavit with the Court indicating substantial compliance with the plan and submit an order to the court granting a deferral from the foreclosure judgment. The determination of compliance is left to the sole discretion of the Treasurer. Treasurer will notify the payor of this determination via first class mail or email addressed to:

173a

Appendix C

<u>13685 Knox Ave</u>	<u>Warren</u>	<u>Michigan</u>	<u>48089</u>
Mailing Address	City		Zip Code

Email Timlimbach@gmail.com

Payor understands that if they are not compliant with the terms of this agreement then they must attend a review hearing scheduled for **May 25, 2023** or **May 26, 2023** between the hours of 9:30 to 11:00 a.m. Failure to comply with this agreement may result in a denial of a deferral, your property may remain in the Judgment of Foreclosure and the County Treasurer may include your property in the 2023 auction.

In addition to its promise to make these payments, payor agrees that:

- The information provided to the Treasurer's Office is true to the best of payor's knowledge; payor will notify the Treasurer's Office of any change in its financial circumstances and will respond to the Treasurer's Office's request for financial information during the course of this agreement,
- Payor is not aware of any hazardous materials on the property;
- Payor will properly maintain the property;
- Payor will not allow illegal activities to be conducted on the property;

Appendix C

- Payor will cooperate with the Treasurer's Office;
- Payor will allow reasonable inspections of the property by the staff of the Treasurer's Office;
- Payor will timely respond to inquiries from the staff of the Treasurer's Office;
- Payor will notify the Treasurer's Office in advance if we vacate the property and will secure the property before leaving;
- ☐ I will attend a financial literacy class offered through the MSU Extension program as designated by the Treasurer's Office.
- ☐ I will make a lump sum payment in the amount of my federal and state tax refund by May 15, 2023.
- ☐ I will apply for a homestead tax credit and apply the amount received to pay delinquent taxes by May 15, 2023.
- ☒ 2020 Balance must be paid in full by 12/31/23.

Payor understands that if payor does not comply with any of the terms of this Extension of Redemption agreement payor will lose its rights in the subject property. Payor agrees to further notices by first class mail or email at the Treasurer's discretion and stipulates to the entry of an order or orders with the Court regarding this agreement, notice of entry waived.

175a

Appendix C

Taxpayer Signature /s/ Gladys Johnivan
Date 4/15/2023 | 11:09 AM EDT

Taxpayer Signature /s/ Larry Rocca
Date 4/17/2023 | 2:01 PM EDT

*Appendix C***TIER 4 - TAX FORECLOSURE EXTENSION OF
REDEMPTION PAYMENT AGREEMENT**

I/We, Bryan Warner (payor), acknowledge that the real property taxes on Parcel Number(s): 12-13-36-151-044 are delinquent; the property has been forfeited pursuant to MCL 211.78g and a Petition for Tax Foreclosure has been filed in Macomb County Circuit Court, Case No. 2022-2098-CH. Payor is applying for an Extension of the Redemption period to June 1, 2023. Payor, waives any right to challenge the foreclosure and agrees to repay the delinquent 2020 and/or prior year(s) property taxes, with interest and fees under the following terms:

Payor will pay \$500.00 on 04/30/23 and \$500.00 PER MONTH, COMMENCING 05/31/23 to the Macomb County Treasurer (Treasurer), until all delinquent taxes, interest and fees ("TIF") for the tax years 2020 and prior are paid. Payor understands that the property will remain in the foreclosure judgment until all TIF are paid or a deferral from judgment is granted. in the event that the agreed upon payment plan results in an outstanding balance as of June 1, 2023, the Treasurer shall review the terms of the plan for compliance. If the Treasurer determines substantial compliance has occurred, the Treasurer may enter an affidavit with the Court indicating substantial compliance with the plan and submit an order to the court granting a deferral from the foreclosure judgment. The determination of compliance is left to the sole discretion of the Treasurer. Treasurer will notify the payor of this determination via first class mail or email addressed to:

177a

Appendix C

13755 Julius Ave	Warren	Michigan	48089
Mailing Address	City		Zip Code

Email warnerinusa@yahoo.com

Payor understands that if they are not compliant with the terms of this agreement then they must attend a review hearing scheduled for **May 25, 2023** or **May 26, 2023** between the hours of 9:30 to 11:00 a.m. Failure to comply with this agreement may result in a denial of a deferral, your property may remain in the Judgment of Foreclosure and the County Treasurer may include your property in the 2023 auction.

In addition to its promise to make these payments, payor agrees that:

- The information provided to the Treasurer's Office is true to the best of payor's knowledge; payor will notify the Treasurer's Office of any change in its financial circumstances and will respond to the Treasurer's Office's request for financial information during the course of this agreement,
- Payor is not aware of any hazardous materials on the property;
- Payor will properly maintain the property;
- Payor will not allow illegal activities to be conducted on the property;

Appendix C

- Payor will cooperate with the Treasurer's Office;
- Payor will allow reasonable inspections of the property by the staff of the Treasurer's Office;
- Payor will timely respond to inquiries from the staff of the Treasurer's Office;
- Payor will notify the Treasurer's Office in advance if we vacate the property and will secure the property before leaving;
- ☐ I will attend a financial literacy class offered through the MSU Extension program as designated by the Treasurer's Office.
- ☐ I will make a lump sum payment in the amount of my federal and state tax refund by May 15, 2023.
- ☐ I will apply for a homestead tax credit and apply the amount received to pay delinquent taxes by May 15, 2023.
- ☒ 2019 & 2020 Balance must be paid in full by 12/31/23.

Payor understands that if payor does not comply with any of the terms of this Extension of Redemption agreement payor will lose its rights in the subject property. Payor agrees to further notices by first class mail or email at the Treasurer's discretion and stipulates to the entry of an order or orders with the Court regarding this agreement, notice of entry waived.

179a

Appendix C

Taxpayer Signature /s/ Bryan Warner
Date 4/17/2023 | 9:32 AM EDT

Taxpayer Signature /s/ Larry Rocca
Date 4/17/2023 | 2:00 PM EDT

*Appendix C***TIER 4 - TAX FORECLOSURE EXTENSION OF
REDEMPTION PAYMENT AGREEMENT**

I/We, Faytima Howard (payor), acknowledge that the real property taxes on Parcel Number(s): 16-11-09-254-011 are delinquent; the property has been forfeited pursuant to MCL 211.78g and a Petition for Tax Foreclosure has been filed in Macomb County Circuit Court, Case No. 2022-2098-CH. Payor is applying for an Extension of the Redemption period to June 1, 2023. Payor, waives any right to challenge the foreclosure and agrees to repay the delinquent 2020 and/or prior year(s) property taxes, with interest and fees under the following terms:

Payor will pay \$_____ on _____ and **\$25,757.01 PER MONTH, COMMENCING 05/30/23** to the Macomb County Treasurer (Treasurer), until all delinquent taxes, interest and fees ("TIF") for the tax years 2020 and prior are paid. Payor understands that the property will remain in the foreclosure judgment until all TIF are paid or a deferral from judgment is granted. in the event that the agreed upon payment plan results in an outstanding balance as of June 1, 2023, the Treasurer shall review the terms of the plan for compliance. If the Treasurer determines substantial compliance has occurred, the Treasurer may enter an affidavit with the Court indicating substantial compliance with the plan and submit an order to the court granting a deferral from the foreclosure judgment. The determination of compliance is left to the sole discretion of the Treasurer. Treasurer will notify the payor of this determination via first class mail or email addressed to:

181a

Appendix C

19790 Westchester	Clinton Twp	48058
Mailing Address	City	Zip Code

Email lcakfaytima@yahoo.com

Payor understands that if they are not compliant with the terms of this agreement then they must attend a review hearing scheduled for **May 25, 2023** or **May 26, 2023** between the hours of 9:30 to 11:00 a.m. Failure to comply with this agreement may result in a denial of a deferral, your property may remain in the Judgment of Foreclosure and the County Treasurer may include your property in the 2023 auction.

In addition to its promise to make these payments, payor agrees that:

- The information provided to the Treasurer's Office is true to the best of payor's knowledge; payor will notify the Treasurer's Office of any change in its financial circumstances and will respond to the Treasurer's Office's request for financial information during the course of this agreement,
- Payor is not aware of any hazardous materials on the property;
- Payor will properly maintain the property;
- Payor will not allow illegal activities to be conducted on the property;

Appendix C

- Payor will cooperate with the Treasurer's Office;
- Payor will allow reasonable inspections of the property by the staff of the Treasurer's Office;
- Payor will timely respond to inquiries from the staff of the Treasurer's Office;
- Payor will notify the Treasurer's Office in advance if we vacate the property and will secure the property before leaving;
- ☐ I will attend a financial literacy class offered through the MSU Extension program as designated by the Treasurer's Office.
- ☐ I will make a lump sum payment in the amount of my federal and state tax refund by May 15, 2023.
- ☐ I will apply for a homestead tax credit and apply the amount received to pay delinquent taxes by May 15, 2023.
- ☒ Will pay off 2019 and 2020 tax years with said of property.

Payor understands that if payor does not comply with any of the terms of this Extension of Redemption agreement payor will lose its rights in the subject property. Payor agrees to further notices by first class mail or email at the Treasurer's discretion and stipulates to the entry of an order or orders with the Court regarding this agreement, notice of entry waived.

183a

Appendix C

Taxpayer Signature /s/ Faytima Howard
Date 3/24/23

Taxpayer Signature /s/ Lawrence Rocca
Date 3/27/23

*Appendix C***TIER 4 - TAX FORECLOSURE EXTENSION OF
REDEMPTION PAYMENT AGREEMENT**

I/We, Allan Schwalm (payor), acknowledge that the real property taxes on Parcel Number(s): 16-11-28-229-004 are delinquent; the property has been forfeited pursuant to MCL 211.78g and a Petition for Tax Foreclosure has been filed in Macomb County Circuit Court, Case No. 2022-2098-CH. Payor is applying for an Extension of the Redemption period to June 1, 2023. Payor, waives any right to challenge the foreclosure and agrees to repay the delinquent 2020 and/or prior year(s) property taxes, with interest and fees under the following terms:

Payor will pay \$1,000.00 on 04/30/23 and \$_____ **PER MONTH, COMMENCING** _____ to the Macomb County Treasurer (Treasurer), until all delinquent taxes, interest and fees ("TIF") for the tax years 2020 and prior are paid. Payor understands that the property will remain in the foreclosure judgment until all TIF are paid or a deferral from judgment is granted. in the event that the agreed upon payment plan results in an outstanding balance as of June 1, 2023, the Treasurer shall review the terms of the plan for compliance. If the Treasurer determines substantial compliance has occurred, the Treasurer may enter an affidavit with the Court indicating substantial compliance with the plan and submit an order to the court granting a deferral from the foreclosure judgment. The determination of compliance is left to the sole discretion of the Treasurer. Treasurer will notify the payor of this determination via first class mail or email addressed to:

185a

Appendix C

8426 Superior	Center Line	MI	48015
Mailing Address	City		Zip Code

Email hunter888@comcast.net

Payor understands that if they are not compliant with the terms of this agreement then they must attend a review hearing scheduled for **May 25, 2023** or **May 26, 2023** between the hours of 9:30 to 11:00 a.m. Failure to comply with this agreement may result in a denial of a deferral, your property may remain in the Judgment of Foreclosure and the County Treasurer may include your property in the 2023 auction.

In addition to its promise to make these payments, payor agrees that:

- The information provided to the Treasurer's Office is true to the best of payor's knowledge; payor will notify the Treasurer's Office of any change in its financial circumstances and will respond to the Treasurer's Office's request for financial information during the course of this agreement,
- Payor is not aware of any hazardous materials on the property;
- Payor will properly maintain the property;
- Payor will not allow illegal activities to be conducted on the property;

Appendix C

- Payor will cooperate with the Treasurer's Office;
- Payor will allow reasonable inspections of the property by the staff of the Treasurer's Office;
- Payor will timely respond to inquiries from the staff of the Treasurer's Office;
- Payor will notify the Treasurer's Office in advance if we vacate the property and will secure the property before leaving;
- ☐ I will attend a financial literacy class offered through the MSU Extension program as designated by the Treasurer's Office.
- ☐ I will make a lump sum payment in the amount of my federal and state tax refund by May 15, 2023.
- ☐ I will apply for a homestead tax credit and apply the amount received to ay delinquent taxes by May 15, 2023.
- ☒ Continue to market property for sale, balance of all taxes due by 6/1/2023.

Payor understands that if payor does not comply with any of the terms of this Extension of Redemption agreement payor will lose its rights in the subject property. Payor agrees to further notices by first class mail or email at the Treasurer's discretion and stipulates to the entry of an order or orders with the Court regarding this agreement, notice of entry waived.

187a

Appendix C

Taxpayer Signature /s/ Allan Schwalm
Date 4/14/2023 | 4:22 PM EDT

Taxpayer Signature /s/ Larry Rocca
Date 4/17/2023 | 2:01 PM EDT

*Appendix C***TIER 4 - TAX FORECLOSURE EXTENSION OF
REDEMPTION PAYMENT AGREEMENT**

I/We, Rachel Boulanger (payor), acknowledge that the real property taxes on Parcel Number(s): 16-11-28-229-004 are delinquent; the property has been forfeited pursuant to MCL 211.78g and a Petition for Tax Foreclosure has been filed in Macomb County Circuit Court, Case No. 2022-2098-CH. Payor is applying for an Extension of the Redemption period to June 1, 2023. Payor, waives any right to challenge the foreclosure and agrees to repay the delinquent 2020 and/or prior year(s) property taxes, with interest and fees under the following terms:

Payor will pay \$75.00 on 04/30/23 and \$75.00 PER MONTH, COMMENCING 05/31/23 to the Macomb County Treasurer (Treasurer), until all delinquent taxes, interest and fees ("TIF") for the tax years 2020 and prior are paid. Payor understands that the property will remain in the foreclosure judgment until all TIF are paid or a deferral from judgment is granted. in the event that the agreed upon payment plan results in an outstanding balance as of June 1, 2023, the Treasurer shall review the terms of the plan for compliance. If the Treasurer determines substantial compliance has occurred, the Treasurer may enter an affidavit with the Court indicating substantial compliance with the plan and submit an order to the court granting a deferral from the foreclosure judgment. The determination of compliance is left to the sole discretion of the Treasurer. Treasurer will notify the payor of this determination via first class mail or email addressed to:

189a

Appendix C

24790 St. Paul Blvd Harrison Twp Michigan 48045
Mailing Address City Zip Code

Email Rboulander4@yahoo.com

Payor understands that if they are not compliant with the terms of this agreement then they must attend a review hearing scheduled for **May 25, 2023** or **May 26, 2023** between the hours of 9:30 to 11:00 a.m. Failure to comply with this agreement may result in a denial of a deferral, your property may remain in the Judgment of Foreclosure and the County Treasurer may include your property in the 2023 auction.

In addition to its promise to make these payments, payor agrees that:

- The information provided to the Treasurer's Office is true to the best of payor's knowledge; payor will notify the Treasurer's Office of any change in its financial circumstances and will respond to the Treasurer's Office's request for financial information during the course of this agreement,
- Payor is not aware of any hazardous materials on the property;
- Payor will properly maintain the property;
- Payor will not allow illegal activities to be conducted on the property;

Appendix C

- Payor will cooperate with the Treasurer's Office;
- Payor will allow reasonable inspections of the property by the staff of the Treasurer's Office;
- Payor will timely respond to inquiries from the staff of the Treasurer's Office;
- Payor will notify the Treasurer's Office in advance if we vacate the property and will secure the property before leaving;
- ☐ I will attend a financial literacy class offered through the MSU Extension program as designated by the Treasurer's Office.
- ☐ I will make a lump sum payment in the amount of my federal and state tax refund by May 15, 2023.
- ☐ I will apply for a homestead tax credit and apply the amount received to pay delinquent taxes by May 15, 2023.
- ☒ 2020 Balance must be paid in full by 12/31/23.

Payor understands that if payor does not comply with any of the terms of this Extension of Redemption agreement payor will lose its rights in the subject property. Payor agrees to further notices by first class mail or email at the Treasurer's discretion and stipulates to the entry of an order or orders with the Court regarding this agreement, notice of entry waived.

191a

Appendix C

Taxpayer Signature /s/ Rachel Boulanger
Date 4/14/2023 | 1:44 PM EDT

Taxpayer Signature /s/ Larry Rocca
Date 4/17/2023 | 2:01 PM EDT

192a

Appendix C

EXHIBIT C

Notice of Default Email with attachments

Macomb Defendants' Response to
Motion to Consolidate & Brief in Support

Fox v Saginaw, et al

1:19-cv-11887

Propertytax Paymentplans
<propertytaxpaymentplans@macombgov.org>

NOTICE OF DEFAULT - FORECLOSED

2 messages

Propertytax Paymentplans Fri, Jun 16, 2023 at 8:53 AM
<propertytaxpaymentplans@macombgov.org>

Cc: Frank Krycia <frank.krycia@macombgov.org>,
Molly Zappitell <molly.zappitell@macombgov.org>, Paige
Bachand <paige.bachand@macombgov.org>

Bcc: randy.holmes123@gmail.com, l.stamat@aol.com,
kimthehallgirl@gmail.com, petenoriega32@gmail.
com, amypep718@gmail.com, corbit_c@yahoo.com,
bregierandrew481@gmail.com, Thefamilymwmb@yahoo.
com, dlbrehmer@yahoo.com, Jhbrehmer7500@yahoo.
com, Billy r Macintosh jr <billymacintosh42@gmail.
com>, danielle.roberts81@yahoo.com, missyv12345@
gmail.com, louzon@outlook.com, Kimberlybailey0528@
gmail.com, leakfaytima@yahoo.com, hunter888@
comcast.net

193a

Appendix C

Please see the attached letter regarding the default of your payment agreement and the foreclosure of your property.

A tax deferment has NOT been granted, your property is FORECLOSED and the property will be sold or auctioned pursuant to MCL 211.78m.

Please contact our office at 586-469-5446 to make arrangements to surrender the property and move out.

You may file a notice of intention to claim an interest in any surplus proceeds from the sale of foreclosed property with the Macomb County Treasurer. Notice to the Macomb County Treasurer must be by personal service acknowledged by the foreclosing governmental unit or by certified mail, return receipt requested, and received by July 1, 2023.

Macomb County Treasurer's Office
Property Tax Payment Plans
phone 586-469-5190 fax 586-469-6770
propertytaxpaymentplans@macombgov.org

PRIVACY NOTICE: This message is intended only for the individual or entity to which it is addressed. It may contain privileged, confidential information, which is exempt from disclosure under applicable laws. If you are not the intended recipient, please note that you are strictly prohibited from disseminating or distributing this information (other than to the intended recipient) or copying this information. If you have received this

194a

Appendix C

communication in error, please notify me immediately by the email address or telephone number listed above. Thank you.

2 attachments

not deferred noncompliance ltr 6-16-2023.pdf
118K

5743 Notice_of_Intention_to_Claim_Interest_7175267(6).pdf
137K

Fri, Jun 16, 2023 at 8:53 AM

Mail Delivery Subsystem <mailer-daemon@googlemail.com>

To: propertytaxpaymentplans@macombgov.org

Address not found

Your message wasn't delivered to petenoriega32@gmail.com because the address couldn't be found, or is unable to receive mail.

LEARN MORE

The response was:

550 5.1.1 The email account that you tried to reach does not exist. Please try double-checking the recipient's email address for typos or unnecessary spaces. Learn more at <https://support.google.com/mail/?p=NoSuchUser> 145-20020a811997000000b0056feae9109csor3801692yww.19 - gsmtip

195a

Appendix C

Final-Recipient: rfc822; petenoriega32@gmail.com

Action: failed

Status: 5.1.1

Diagnostic-Code: smtp; 550-5.1.1 The email account that you tried to reach does not exist. Please try 550-5.1.1 double-checking the recipient's email address for typos or 550-5.1.1 unnecessary spaces. Learn more at 550-5.1.1 <https://support.google.com/mail/?p=NoSuchUser145-20020a811997000000b0056feae9109csor3801692y wz . 1 9 - g s m t p>
Last-Attempt-Date: Fri, 16 Jun 2023 05:53:37 -0700 (PDT)

----- Forwarded message -----

From: Propertytax Paymentplans

<propertytaxpaymentplans@macombgov.org>

To:

Cc: Frank Krycia <frank.krycia@macombgov.org>,

Molly Zappitell <molly.zappitell@macombgov.org>,

Paige Bachand <paige.bachand@macombgov.org>

Bcc: petenoriega32@gmail.com

Date: Fri, 16 Jun 2023 08:53:24 -0400

Subject: NOTICE OF DEFAULT - FORECLOSED

----- Message truncated -----

196a

Appendix C

CORPORATION COUNSEL

Mark A. Hackel
County Executive

Corporation Counsel
John A. Schapka

Assistant Corporation Counsel

Frank Krycia
Robert S. Gazall
Peter C. Jensen
James Surowiec
Molly A. Zappitell

June 16, 2023

Dear Sir/Madam;

The County Treasurer has reviewed your Extension of Redemption agreement and found you to be **NON-COMPLIANT**.

Since you have failed to comply with the extension agreement your redemption period has expired. **This means that a tax deferment has NOT been granted, your property is FORECLOSED and the property will be sold or auctioned pursuant to MCL 211.78m.** Please contact our office at 586-469-5446 to make arrangements to surrender the property and move out.

If you wish to receive surplus proceeds, if any, from the tax foreclosure sale, you are required to file a notice of intention to claim an interest in any surplus proceeds from the transfer or sale of foreclosed property with the Macomb County Treasurer by July 1, 2023. Notice to the Macomb County Treasurer must be by personal service acknowledged by the foreclosing governmental unit or by

197a

Appendix C

certified mail, return receipt requested. The form for this notice is attached. After the foreclosure sale but no later than January 31, 2024 the Macomb County Treasurer will notify parties that filed a notice of intention to file a claim of the results of the foreclosure sale. If there were surplus proceeds, parties that timely filed a claim will then have to file a motion in this foreclosure action, 2022-2098-CH, between February 1, 2024 and May 15, 2024. The Court will then determine the priority of claims and how the proceeds should be distributed.

In addition to the resources otherwise noted you may refer to the State Bar of Michigan, <https://lrs.michbar.org/>. If you seek the assistance of a lawyer, in addition to the resources noted elsewhere in this notice you can contact the State Bar of Michigan Lawyer Referral Service at (800) 968-0738.

If you disagree with our finding that you did not comply with the agreement contact us immediately. If we cannot resolve this issue you may file a motion in Court but you need to do so as soon as possible as we are making arrangements to sell this property to pay the taxes.

Sincerely,

/s/ Frank Krycia
Frank Krycia, Assistant Corporation Counsel
FK

cc: Macomb County Treasurer

1 South Main St., 8th Floor
Mount Clemens, Michigan 48043
Phone: (586) 469-6346 • Fax: (586) 307-8286

198a

Appendix C

Michigan Department of Treasury
5743 (02-21)

**Notice of Intention to Claim Interest in Foreclosure
Sales Proceeds**

Issued under authority of Public Act 206 of 1893; Section
211.78t.

Beginning with 2021 foreclosure sales and transfers, a person that intends to make a claim for excess sales proceeds must complete and return this notarized notice to the Foreclosing Governmental Unit by July 1 in the year of foreclosure. This notice must be delivered via certified mail, return receipt requested, or by personal service. Completing and returning this form evidences an intent to make a future claim but is not itself a claim for sales proceeds.

PART 1: APPLICANT INFORMATION		
Claimant Last Name or Business Name	Claimant First Name	Middle Initial
Claimant's Address to be used for Service (Street Number, City, State, ZIP Code)		
Claimant's Telephone Number	Claimant's Telephone Number	

Appendix C

PART 2: PROPERTY IDENTIFICATION		
County	Local Taxing Municipality	Foreclosure Year
Parcel Address (Street Number, City, State, ZIP Code)		Local Parcel Number
PART 3: EXPLANATION OF INTEREST		
<p>I hereby claim an interest in the above parcel, as of the foreclosure date, due to the reason(s) selected below:</p> <p><input type="checkbox"/> Warranty Deed Dated: _____ Recorded in Liber/Page: _____</p> <p><input type="checkbox"/> Quit Claim Deed Dated: _____ Recorded in Liber/Page: _____</p> <p><input type="checkbox"/> Mortgage Dated: _____ Amount: _____ Recorded in Liber/Page: _____</p> <p><input type="checkbox"/> Other Lien Dated : _____ Amount: _____ Nature of Line: _____ Recorded in Liber/Page: _____</p> <p>I know of the following other interests in this property, which were in effect immediately prior to foreclosure:</p>		
PART 4: CERTIFICATION AND NOTARY		
<i>I hereby swear that the above information is true and correct in relation to the subject property</i>		
Claimant's Signature		Date

200a

Appendix C

<i>Subscribed and sworn to before me by Applicant on the following date:</i>		
Notary's Signature		Commission Expiration
Notary State of Authorization	Notary County of Authorization	Notary Acting in County
FORECLOSING GOVERNMENTAL UNIT RECEIPT ACKNOWLEDGMENT		
FGU Staff Signature of Receipt	FGU Staff Printed Name	Date of Receipt

201a

**APPENDIX D — QUIT CLAIM DEED OF THE
REGISTER OF DEEDS, MACOMB COUNTY, MI
DATED SEPTEMBER 26, 2023**

202300081899 L: 29311 P:707 Pages: 1

09/26/2023 12:02 PM Fees: \$30.00

Anthony G. Forlini, Clerk/Register of Deeds
Macomb County, MI

QUIT CLAIM DEED

Lawrence Rocca, Macomb County Treasurer, of One South Main Street 2nd Floor, Mount Clemens, MI 48043, quit claims to VERNEY YASEE, 34233 RYAN ROAD, STERLING HEIGHTS, MI 48310 property in the CLINTON TOWNSHIP, Macomb County, Michigan, described as:

Parcel Number: 16-11-09-254-011

Legal Description: MANCHESTER ESTATES;
MCCP NO. 348; UNIT 11

Property Address: 19790 WESTCHESTER
CLINTON TOWNSHIP MI

for Two Hundred Seventy Five Thousand One Dollar and No Cents (\$275,001.00).

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act. Parcels which abut a private road, the maintenance, care and other responsibility concerning said private road rest with the

202a

Appendix D

abutting land owners and are not the responsibility of the City, Township, Village, Macomb County, or the State of Michigan. Grantor grants to Grantee the right to make all division(s) under §108 of the Land Division Act, Act No. 288 of Public Acts of 1967. The right to make further divisions not requiring a plat are conveyed.

Exempt from County and State Transfer Tax under MCLA 207.505(h)(i) and MCLA 207.526(h)(i),

Dated September 26, 2023.

Signed by:

/s/
Lawrence Rocca, Macomb County Treasurer

STATE OF MICHIGAN)

) ss.

COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me on September 26, 2023 by Lawrence Rocca, Macomb County Treasurer.

My Commission Expires: 11/03/2025

203a

Appendix D

/s/

Kira J. Fleming, Notary Public,
Macomb County, Michigan
Acting in Macomb County

When Recorded Return To: GRANTEE	Send Subsequent Tax Bills To: GRANTEE	Drafted By: Frank Krycia, Assistant Corporation Counsel One South Main St., 8th Floor Mount Clemens, MI 48043
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