

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is hereby entered into this 8 day of MAY, 2016 by and between the **City of Memphis, TN**, a Tennessee municipal corporation, by and through its Department of General Services, ("Seller"), and **Hattie Thompson** ("Purchaser"), which are collectively referred to as the "Parties".

RECITALS

- A. **WHEREAS**, the City's Department of General Services instituted a Mow to Own Program ("Program") as part of the City of Memphis' ongoing efforts to improve neighborhoods by returning vacant, abandoned, and underutilized properties into productive community assets; and,
- B. **WHEREAS**, under the Program homeowners may qualify and be approved for the purchase of vacant lot(s) adjacent to their home; and
- C. **WHEREAS**, under the Program non-profit organizations that are registered and in good standing with the State of Tennessee, that are existing stakeholders within the same neighborhood as specific vacant lots may qualify and be approved for purchase thereof; and,
- D. **WHEREAS**, the Purchaser has successfully submitted an application, to the Seller, attached here to and made a part here of and marked "Exhibit A" ("Application"), outlining the Purchaser's maintenance program of the specific vacant lot(s) identified as "Exhibit B" attached here to and made a part hereof; and,
- E. **WHEREAS**, in exchange for the Purchaser's commitment to maintain the vacant lot(s), the Seller agrees to permit the non-exclusive use thereof; and,
- F. **WHEREAS**, the Parties are in agreement and desire to memorialize their intentions relative to the purchase of the vacant lot(s); and,

NOW, THEREFORE, subject to subsequent approval of Memphis City Council, the Parties hereby agree as follows:

1. Subject to all terms and conditions of this MOU and the Application, the Seller may submit to the Memphis City Council a resolution requesting authority to sell, "As-Is Where-Is" by quitclaim deed, the following real property ("Property") to the Purchaser:

Tax Parcel № 034-048-00012;

Commonly known as 1587 Marjorie Street, Memphis, TN 38106 ;

Situated in the County of Shelby, in the State of Tennessee, and in the City of Memphis and bounded and described as follows:

Being Lot Number Fourteen (14) of Barton & Lamb Block 8 Subdivision, the same as shown in Warranty Deed of record in 4221-554 in the Shelby County Register's Office, Shelby County, Tennessee.

2. Purchaser shall pay the Seller the recording fee to the Shelby County Register.
3. The Seller will credit to the Purchaser at the time of conveyance, the sum not to exceed One Thousand Three Hundred and Fifty Dollars and 00/100 U.S. Dollars (\$1,350.00) against the agreed upon purchase price, for the value of the maintenance made to the Property according to the Application. If this MOU is terminated for any reason or if the sale of the Property is not approved by Memphis City Council, Purchaser agrees that it shall not be reimbursed or compensated for any maintenance undertaken on the Property.
4. Until conveyance of the Property to the Purchaser, Purchaser may only have non-exclusive rights of access and use of the Property consistent with the terms of this MOU and the Application. Purchaser shall not permit any waste or damage to Property and shall not occupy or use the Property for any purposes that are unlawful, hazardous, unsanitary, noxious, or offensive.
5. Purchaser shall not conduct any business on the Property for profit or otherwise, except for the permitted access and maintenance uses described in this MOU.
6. Purchaser shall not store or use petroleum-based products, fertilizers, pesticides, or other chemicals on the Property, while the Property is still owned by the Seller
7. No alcoholic beverages or controlled substances of any kind shall be permitted, consumed, used, or kept on the Property, while the Property is still owned by the Seller.
8. At the time the Quit Claim deed is recorded, the City shall submit the necessary application with the Shelby County Assessor's Office to combine the Property with the Purchaser's existing adjacent property, if applicable.
9. Purchaser shall continue to maintain the Property in a manner consistent with the Application and all local, state, and federal laws, regulations, and property/housing/zoning codes.
10. Purchaser hereby waives and releases the City of Memphis, TN all of its departments and divisions and all of its employees, agents or other representatives from any loss, claim, cause of action, damage, or liability whatsoever, whether without limitation strict or

absolute liability in tort or by statute imposed, charge, cost or expense, including without limitation, attorneys' fees to the extent any damage or loss to property or injury or death resulting in any manner from this MOU, Application, or exercising the rights and obligations therein.

- 11. Purchaser hereby agrees to indemnify the City of Memphis, TN, all of its departments and divisions and all of its employees, agents or other representatives against any monetary award, both compensatory and punitive, or equitable relief by a judge or jury that may result from damages or loss to persons or property sustained as a result of this MOU, Application, or exercising the rights and obligations therein.
- 12. Purchaser shall not permit any interest or lien to be placed on the Property, while the Property is still owned by the Seller.
- 13. In the event the Purchaser:
 - A. Fails to perform the terms of this MOU; or
 - B. No longer owns a lot adjacent to the Property; or
 - C. Violates the terms of the Application, including the timely payment of the purchase price; or
 - D. If the Memphis City Council fails to pass the necessary Resolution,

This MOU shall automatically terminate and become null and void and neither party shall have further liability to the other arising out of this MOU, except paragraphs 10, 11 and 12, which shall survive.

- 14. Purchaser shall not assign, lease or otherwise transfer any rights under this MOU, without the written consent of the City of Memphis, Department of General Services and City Council.

IN WITNESS WHEREOF, the Parties have executed this MOU this 18th day of May, 2016.

CITY OF MEMPHIS, TN

A municipal corporation

Melanie Neal

Administrator

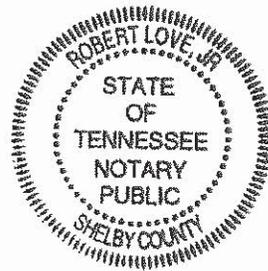
Memphis Code Enforcement Property Services

Hattie Thompson

Hattie Thompson

Purchaser

Robert Love Jr.



RETURN TO:
City of Memphis Real Estate Office
125 N. Main Street, Room 568
Memphis, TN, 38103
(901) 578-6673

Who should complete this application?

This application is for persons wishing to purchase City owned vacant, abandoned, and underutilized parcels ("City Property") that adjoin their property. If you are interested in the Mow to Own Program please review the guidelines and complete the Addendum (MOU) in addition to this application. The Mow to Own Program will sell City Property to two types of Purchasers:

1. **Adjoining property owners:** Adjoining property owners are those who share a common property line with the City Property; and shall include those property owners who own the property across the street, directly in front of the City Property or are separated by a rear alley;
2. **Non-profit organizations:** Non-profit organizations with 501(c)(3) status that are chartered or authorized to serve the same neighborhood in which the City Property is located that own adjoining property which successfully maintains the City Property for a minimum of one year.

What will it cost me to purchase the City Property?

The cost is the approximate market value of the City Property, as determined by City staff, the Shelby County Assessor's appraised value, or other professional appraisal accepted by City staff. The minimum value for a parcel to be considered for registration in the Mow to Own Program is \$500.00 and the maximum amount is \$10,000.00.

What else do I need to know before getting started?

It is in your best interest to read and understand the material in this section before proceeding with the application. Please read the following information; afterwards sign and date on the last page of this document.

- After City staff's approval, transactions must be authorized by Memphis City Council.
- The City reserves the right to condition the sale on the Purchaser's acceptance of deed restrictions.
- The City reserves the right to require that the City Property and the Purchaser's adjoining property be combined into one tax parcel.
- The City reserves the absolute right to accept or reject any and all land use/development proposals and offers for purchase.
- * All personal information disclosed to the Code Enforcement Office of the City will be held confidentially to the extent allowed by law.
- On completion of the terms of the maintenance agreed to, you will be issued a 1099 or other appropriate IRS form from the City of Memphis showing the amount of credit earned as "earned income" to you or your organization and you will be classified as an independent contractor for all purposes contained herein.
- For City Property purchases with an established purchase price that exceeds the maximum amount available for credit under the Mow to Own Program, the City of Memphis will only accept a bank check or other type of payment with guaranteed funds such as a cashier's check, certified check, check from a title company escrow account, or money order for that excess amount.

Application for the purchase of City Property into the Mow to Own Program

An adjoining property owner or non-profit organization may apply.

| |
|---|
| Name: <i>Hattie M. Thompson</i> |
| Address: <i>1589 MARJORIE</i> |
| Phone Number(s): <i>901-775-0373</i> |
| E-mail(s): |

Please Respond to the Following Statements:

1. I am the following type of Purchaser:

- Adjoining property owner:** Adjoining property owner whose property shares a common property line with the City Property; or a property owner whose property is located across the street, directly in front of the City Property or are separated by an alley.
- Non-profit organization:** A Non-profit organization with 501(c)(3) status that is chartered or authorized to serve the same neighborhood in which the City Property is located that owns adjoining property.

2. List all properties owned by the Applicant or Applicant's affiliated Company/Organization(s) in Shelby County. Identify, with an asterisk, any properties with vacant structures.

| | |
|--|----------------------------------|
| Parcel Number: <i>03404800000 130</i> | Address: <i>1589 MARJORIE</i> |
| Parcel Number: | Address: |
| Parcel Number: | Address: |

Note: Please attach additional paper if needed.

- a. Do any of the properties have delinquent city or county taxes? Yes No
- b. Do any of the properties have delinquent MLGW accounts? Yes No
- c. Do any of the properties have Environmental Court violations? Yes No

3. Have you or your Company/Organization ever been found guilty by Environmental Court of violating the City Housing Code? Please explain a "yes" answer below. Use additional paper if needed.

Yes

No

- The City reserves the right to reject the applications of any applicant for any reason, including but not limited to the following:
 - Applicants who are delinquent in the payment of local property taxes
 - Applicants who own unoccupied properties
 - Applicants whose properties are in violation of City Codes.

Tax Payment/MLGW Info:

- Include with your application a printout of the tax payment history from the Shelby County Trustee's and the City's e-payment website for each of the properties listed above. Alternatively, a copy of a paid receipt will be accepted.
- Include with your application a copy of all current MLGW bills for each of the properties listed above.
- Except in rare situations, applications from owners of tax delinquent properties or properties with tax liens will not be approved.

About the property you wish to purchase: (To be completed by City of Memphis)

| |
|---|
| Parcel ID Number: 034048 00012 |
| Address: 1587 Marjorie Street, Memphis, TN 38106 |
| Proposed Purchase Price: \$2,000.00 |

Why do you want to purchase this City Property? Please describe your plans for the property here.

I want to purchase this property to add onto my existing home.

Application for the purchase of City Property into the Mow to Own Program

Non-refundable Processing Fee:

- A processing fee of \$175.00 per parcel of City Property is due with the submittal of this application. This fee is non-refundable and is in addition to the purchase price. Cashier's checks or money orders should be made payable to the "City of Memphis."

Oath & Authorization (Signature Required)

I, the applicant, hereby declare that the information in this application is true to the best of my knowledge, information, and belief. I also authorize the City of Memphis Code Enforcement Office to obtain any information necessary to verify the information supplied in this application.

Hattie Thompson Date 5-18-16
 Signature

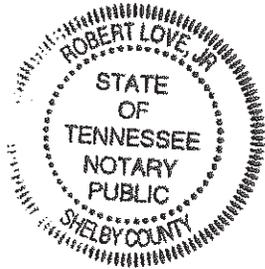
HATTIE THOMPSON
 Printed Name

State of Tennessee
County of Shelby

On this, the 18th day of May, 2016, before me a notary public, the undersigned officer, personally appeared Hattie Thompson, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

Robert Love Jr.
 Notary Public





City of Memphis - Treasury Department
PAID RECEIPT

Mailing: THOMPSON HATTIE M
 Address 1589 MARJORIE ST
 MEMPHIS, TN 38106-5731

Paid By: THOMPSON HATTIE M

Transaction: 27-0061620
 Processed: 09/28/2015 09:09 DDL
 Reprinted: 05/09/2016 12:43 VLB

Parcel: 034048 00013
 Desc: 1589 MARJORIE

Check: 116.81 Z
 Paid: 116.81

| Year | Bill | Type | Trans | Tax | Interest | Penalty | Court | Attorney | Other | Total | Comment |
|------|---------|-------------|-----------|--------|----------|---------|-------|----------|-------|--------|-----------------|
| 2015 | 0036520 | REAL ESTATE | 27-061620 | 116.81 | .00 | .00 | .00 | .00 | .00 | 116.81 | PAID 09/28/2015 |

To the extent the City has filed a delinquent tax suit in the Chancery Court for taxes and other charges for any year listed on this receipt, the payment of such taxes and other charges in full as evidenced by this receipt will constitute a full settlement of all amounts sought in said suit(s) and the City agrees to dismiss its claims against the taxpayer(s) named above with prejudice for any taxes so paid. Receipt not valid and check not deemed as payment until honored by bank upon which it is drawn.

DAVID LENOIR
 SHELBY COUNTY TRUSTEE
www.shelbycountytustee.com
 (901) 432-4829



| PARCEL ID | TOWN | REASON FOR NOTICE | REALETY |
|--------------------|---------------|-------------------|---------|
| 034-0480-0-00013-0 | Shelby County | Duplicate Receipt | Realty |

THOMPSON HATTIE M
 1589 MARJORIE ST
 MEMPHIS TN 38106 - 5731 899

Lot Size 50 X 160 Acreage .183
 Lot No. 0 15
 Classification RESIDENTIAL
 Location 1589 MARJORIE
 Memphis
 Subdivision BARTON & LAMB BLK 8

See website or 2015 brochure for Tax Relief, Tax Freeze and Wheel Tax benefits for eligible taxpayers 65 and older

PROPERTY TAX RECEIPT

| Date | Receipt No. | Tax Year | Town | Base Tax | Int & Pen | Court | Atty | Misc | Amt Paid | Balance Due |
|------------|--------------|----------|------|----------|-----------|-------|------|------|----------|-------------|
| 09/29/2015 | 8034356.0001 | 2015 | N | 150.16 | | | | | 150.16 | 0.00 |

Total Paid 150.16

PAID IN FULL 0.00

ATTENTION: CORRECTED BILLING

All Notices received prior to May 09, 2016 concerning the tax year (s) listed above should be disregarded.
 Please pay using this Notice.

Services you can use:
 See website for details
www.shelbycountytustee.com



Monthly Auto-Pay Options
 One-time Payment
 Applications for Senior Services



18 Payment Kiosks



7 Community Branches



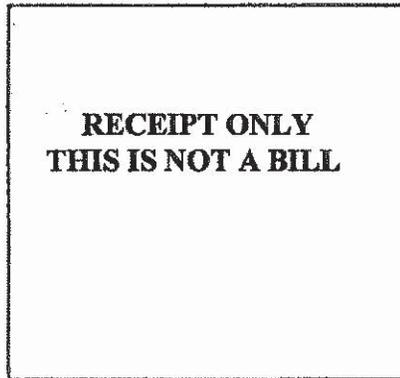
Home Owner Resources
 Project H.O.M.E. Workshops
www.bankofmemphis.org

034-0480-0-00013-0
 THOMPSON HATTIE M
 1589 MARJORIE ST
 MEMPHIS TN 38106 - 5731 899

Mall bottom portion with payment

Enter address change here:

Name: _____
 Address: _____
 City: _____ State: _____
 Zip: _____ Phone: _____
 Changes require a signature of all owners
 Signature _____
 Signature _____



DO NOT WRITE BELOW THIS LINE

ENTER AMOUNT PAID

Make check or money order payable to:

DAVID LENOIR
 SHELBY COUNTY TRUSTEE
 PO Box 2751
 Memphis, TN 38101-2751

DO NOT FOLD, STAPLE OR TAPE

2015



**MEMPHIS LIGHT,
GAS AND WATER
DIVISION**

**PENDING CSA PAYMENT
OF \$450.00**

UTILITY BILL

Date: April 21, 2016



**Amount Due: \$ 143.96
Due Date: May 9, 2016**

For: **HATTIE M. THOMPSON**

Services at: **1589 MARJORIE ST**

Meter reader on site on
April 20, 2016 at 09:23.

Account Number: 00019-8280-1115-949

| | |
|------------------------|--------------|
| Previous Balance | \$ 144.96 |
| Payments Received | 145.00 |
| Balance Forward | -0.04 |

Service:

| | |
|------------------------------|---------------------|
| Days of Service | 33 |
| Average Utility Cost per Day | \$ 4.36 |
| Average Temperature: | 60 |
| Billing Cycle: | 13 |
| Next Reading Date: | May 19, 2016 |

| | Readings | Usage | Amount | Total |
|---|-----------------|-------|--------|--------------|
| GAS | 4/20/16 3/18/16 | | | |
| G-1 Residential Gas | 5334 5284 | 50 | 36.55 | |
| includes Purchased Gas Adjustment of -0.0550000/ccf | | | | 36.55 |
| ELECTRIC | 4/20/16 3/18/16 | | | |
| E-1 Residential Electric | 17960 17161 | 799 | 74.62 | |
| includes TVA Fuel Cost Adjustment of 0.0188500/kwh | | | | 74.62 |
| WATER | 4/20/16 3/18/16 | | | |
| W-1 Residential Water | 844 839 | 5 | 9.18 | |
| 9.25% Sales Tax | | | 0.85 | 10.03 |
| OTHER MLGW | 4/21/16 3/21/16 | | | |
| City of Memphis Street Light Fee | | | 4.32 | 4.32 |
| City of Memphis | | | | |
| Sewer Charge - For inquiries, call (901) 636-6720. | | 5 | 6.21 | 6.21 |

Contact:

Non-MLGW See back of bill
 New Service Requests, 820-7878
 Transfers, Disconnects and
 Trouble/Maintenance
 Billing Inquiries, 544-MLGW (6549)
 Payment Arrangements and
 Service Reconnects

Hours: Monday - Friday 7AM - 7PM

My Account Access Code: 760619

Pay Online! www.mlgw.com

Pay By Phone! 1-866-315-0277

*Payment Arrangements Online at
www.mlgw.com/payarrange*
**PAYMENTS MUST BE RECEIVED BY 3:00 PM
CENTRAL TIME TO POST SAME BUSINESS DAY.**

**Your dollar makes a difference with PLUS!
For as little as a dollar a month, help
someone in need. Sign up at www.mlgw.com**

Current charges are continued on the reverse side.
 If paying in person, please present both portions of bill.

Please detach and return in the enclosed envelope with payment.



**MEMPHIS LIGHT,
GAS AND WATER
DIVISION**

Please be sure return address appears in the
window of the envelope.
DO NOT USE STAPLES OR PAPERCLIPS.

LATE FEE ALLOWANCES: 3

**Amount Due: \$ 143.96
Due Date: May 9, 2016**

If received later, amount due is \$149.98

**Account Number
00019-8280-1115-949**

#BWNDHFL
 #65694580132/5# B001 230556927 001648



HATTIE M. THOMPSON
 1589 MARJORIE ST
 MEMPHIS TN 38106-5731

Memphis Light Gas and Water Division
 P.O. Box 388

Memphis, TN 38145-0388

000198280 1115949 9020160509 0000000602 00000014396 8



OFFICIAL CHECK

No. 0000126852

MEMPHIS CITY EMPLOYEES
CREDIT UNION
2608 AVERY AVENUE
MEMPHIS, TENNESSEE 38112

26-84202840

05/20/16

*** ONE HUNDRED SEVENTY-FIVE DOLLARS AND 00 CENTS ***

\$175.00

EXACTLY 175 Dollars 00 Cents

PAY

VOID AFTER 180 DAYS

CITY OF MEMPHIS
FROM: SIDNEY R THOMPSON
1589 MARJORIE ST
MEMPHIS TN 38106

Ken Swan
AUTHORIZED SIGNATURE

TO THE
ORDER OF

⑈0000126852⑈ ⑆284084208⑆ 00029998214⑈