

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is hereby entered into this 26th 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 KELVIN STITMON, ("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 № 021042 00024;
Commonly known as 0 LOONEY, Memphis, TN 38107;

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 E PT 5 of MULLER CT SUBDIVISION, being the same property conveyed by SHELBY COUNTY TAX SALE 0503 EXH #1408, CHANCERY COURT INST# 9480-1 as shown in 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 26 day of MAY, 2016.

CITY OF MEMPHIS, TN

a municipal corporation



Administrator, Memphis Code Enforcement



KELVIN STITMON

Purchaser

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

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

Name: KEVIN L. STITHON
Address: 1022 LOONEY AVE.
Phone Number(s): (901) 500-7076
E-mail(s): KEVINLUTRELL@GMAIL.COM

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: 021042 00024	Address: 1022 LOONEY AVE.
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:
 - o Applicants who are delinquent in the payment of local property taxes
 - o Applicants who own unoccupied properties
 - o 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:	021042 00024
Address:	0 LOONEY , MEMPHIS, TN 38107
Proposed Purchase Price:	\$800.00

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

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.

Kevin L. Stitmon Date 5/26/16
Signature

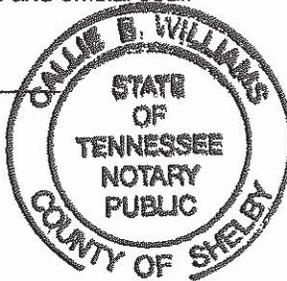
KEVIN L. STITMON
Printed Name

State of Tennessee
County of Shelby

On this, the 26th day of May, 2016, before me a notary public, the undersigned officer, personally appeared Kevin Stitmon, 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.

Callie B. Williams
Notary Public



BY _____ 2016



**MEMPHIS LIGHT,
GAS AND WATER
DIVISION**

UTILITY BILL
Date: May 9, 2016



For: **KEVIN L. STITMON**

Services at: **1022 LOONEY AV**

Meter reader on site on
May 6, 2016 at 10:46.

Amount Due: \$ 265.58
Due Date: May 25, 2016

Account Number: 00011-6510-1018-913

Previous Balance					\$ 256.96
Payments Received					256.96
<hr/>					
		Readings	Usage	Amount	Total
GAS	5/6/16	4/7/16			
G-1 Residential Gas	8628	8598	30	26.68	
includes Purchased Gas Adjustment of -0.0300000/ccf					26.68
<hr/>					
ELECTRIC	5/6/16	4/7/16			
E-1 Residential Electric	73599	72902	697	65.90	
Includes TVA Fuel Cost Adjustment of 0.0179500/kwh					65.90
<hr/>					
WATER	5/6/16	4/7/16			
W-1 Residential Water	688	646	42	77.11	
<i>Water usage very high! Please check.</i>					
9.25% Sales Tax					7.13
					84.24
<hr/>					
OTHER MLGW	5/9/16	4/8/16			
City of Memphis Street Light Fee				4.32	4.32
<hr/>					
OTHER MLGW					
Gas Late Fee				2.31	
Electric Late Fee				3.22	
Water Late Fee				3.03	8.56

Service:

Days of Service 29
Average Utility Cost per Day \$ 9.16
Average Temperature: 66
Billing Cycle: 04
Next Reading Date: **June 7, 2016**

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: 318817

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 PLUS1!
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.

CURRENT CHARGES (continued)

	Readings	Usage	Amount	Total
City of Memphis				
Sewer Charge – For inquiries, call (901) 636-6720.		42	50.00	50.00
City of Memphis				
Solid Waste Fee – For inquiries, call (901) 576-6500.			22.80	22.80
Shelby County				
Mosquito/Rodent Control Fee – For inquiries, call (901) 222-9740.			0.75	0.75
City of Memphis				
Storm Water Fee – For inquiries, call (901) 576-4349.			2.33	2.33
Total Current Charges				265.58
			Total Amount Due by May 25, 2016	\$ 265.58
			If received later, amount due is \$274.06	

Community Offices & Hours

8:30 AM to 5 PM Monday–Thursday
 8:30 AM to 6 PM Friday
 Main 245 S. Main St
 Lamar Community 2935 Lamar Av
 North Community 2424 Summer Av
 Whitehaven Community 1111 E. Shelby Dr
 8:00 AM to 4:30 PM Monday–Friday
 Millington 5131 Navy Rd

Utility Bill Payments

To receive proper credit, all payments must be mailed to MLGW, P.O. Box 388, Memphis, TN 38145, or paid in person at an MLGW paying agent or community office. Please do not mail payments to any other MLGW location. Please do not mail cash.

Power Outages: (24 hours) 544-6500

Your dollar makes a difference! Please donate a dollar or more each month to PLUS1 and help someone in need. Sign up at www.mlgw.com

MLGW Tip for the month:

Consumption Summary

Period	Days Billed	Avg Temp	Electric Total kwh	Gas Total ccf	Water Total ccf	Consumption Bill Amount
Current Month	29	66	697	30	42	\$169.69
Last Month	31	60	671	68	33	\$171.16
Last Year	29	66	893	25	17	\$141.47

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



PARCEL #	TAXING AUTHORITY	REASON FOR NOTICE
021-0420-0-00023-0	SHELBY COUNTY - N	Current Notice



*****AUTO**5-DIGIT 38107 58 160
 STITMON KELVIN
 1022 LOONEY AVE
 MEMPHIS, TN 38107-4108

Lot Size: 50X138
 Lot No.: 6
 Acreage: 0.158
 Classification: RESIDENTIAL
 Location: 1022 LOONEY
 Subdivision: MULLER CT

Tax Relief, Tax Freeze and Wheel Tax benefits may be available for taxpayers 65 and older

PROPERTY TAX NOTICE

Year	Assessed Value	Tax Rate	Base Tax	Int & Pen	Court	Atty	Misc	Balance Due
2014	14,125	4.37	617.26	0.00	0.00	0.00	0.00	617.26
IF PAID BY FEBRUARY 28, 2015 TOTAL AMOUNT DUE IS:								\$ 617.26

This grid reflects your tax liability and the tax distribution based on the 2014 assessed value.

	2014 Tax Rate	2014 Tax Distribution
General Fund:	1.45	204.81
Shelby County Schools:	1.69	238.71
Municipal Schools:	0.45	63.56
Debt Service:	0.78	110.18
Total Tax:	4.37	617.26

* Rounding differences may occur. Changes may result from new property values or current tax allocations.

Services you can use: [See website for details](http://www.shelbycountyt trustee.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
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021-0420-0-00023-0

SHELBY COUNTY

Mail bottom portion with payment