

REQUEST FOR A NOMINAL CONSIDERATION CONVEYANCE

THIS REQUEST FOR A NOMINAL CONSIDERATION CONVEYANCE, made and entered into this ___ day of _____, 20 ___, by and between **SHELBY COUNTY GOVERNMENT**, hereinafter referred to as “SCG”, and _____, hereinafter referred to as “**TRANSFEEE**”, title to be vested in the name of _____.

WITNESSETH:

WHEREAS, SCG owns certain real property (“Subject Property”) situated and being in the County of Shelby, State of Tennessee, to-wit:

Real Property acquired by Shelby County Government as described in the Chancery Court of Shelby County, Tennessee as follows:

Cause T.R.D. No. _____ Exhibit No. _____ Trustee’s Tax Sale No. _____

Property Address: _____ Tax Parcel No. _____

Property Status: Improved _____ Vacant _____ Type Improvements: _____

WHEREAS, SCG may convey the above described real property for nominal consideration in accordance with certain terms and conditions, pursuant to T.C.A. § 67-5-2509, to an entity as follows:

<u>TRANSFEEE certifies it is:</u>
Choose one (1)
___ A governmental entity that certifies the Subject Property is to be used for purposes that would make it subject to condemnation by said governmental entity’s powers of eminent domain.
___ A 501(c)(3) tax exempt entity chartered to construct or restore residential dwellings for the purpose of creating affordable housing which will convey the property to an individual as an owner-occupied residence.
___ An agency certified under T.C.A. § 13-21-202.
___ A nonprofit community development corporation chartered or authorized to serve/benefit an area of the community.
___ An adjacent land owner to the Subject Property, having less than 24 feet of road frontage, whom has made sufficient in-kind payments in relation to the Fair market value of the Subject Property, including but not limited to, cutting, cleaning, improving, the Subject Property.
___ A 501(c)(3) tax exempt entity qualified to operate a community garden requesting the Subject Property for use as a community garden as defined under T.C.A. § 43-24-102.

WHEREAS, TRANSFEEE is hereby requesting SCG to convey the above described property to TRANSFEEE for nominal consideration, pursuant to T.C.A. § 67-5-2509, and is agreeable to acquire said real property from SCG in accordance with certain terms and conditions for TRANSFEEE’s intended use for **[enter detailed description]**.

Project Completion Date: _____ Project Funding Source: _____

WHEREAS, TRANSFEEE certifies the following: Initial Below

1. TRANSFEREE is not a current Shelby County Government (“SCG”) employee, elected Shelby County Official or their immediate family member (i.e. spouse or children living at home); 1. _____
2. TRANSFEREE is not a business that is owned or directly affiliated with a current SCG employee or elected Shelby County Official (this includes, but is not limited to: sole proprietor, partner, or person having a controlling interest in the business); 2. _____
3. TRANSFEREE can legally conduct business in Tennessee; 3. _____
4. TRANSFEREE, or any legal entity in which TRANSFEREE is directly affiliated, has no properties owned in Shelby County that are currently in violation of any county or municipal building and/or zoning code provisions (this includes, but is not limited to: sole proprietor, partner, or person having a controlling interest in the business); 4. _____
5. TRANSFEREE, or any legal entity in which TRANSFEREE is directly affiliated, is current on property taxes on all properties owned in Shelby County (this includes, but is not limited to: sole proprietor, partner, or person having a controlling interest in the business); 5. _____
6. TRANSFEREE, or any legal entity in which TRANSFEREE is directly affiliated, has not defaulted on property taxes on any properties owned in Shelby County within the last five (5) years (this includes, but is not limited to: sole proprietor, partner, or person having a controlling interest in the business); 6. _____
7. TRANSFEREE, or any legal entity in which TRANSFEREE is directly affiliated, has not defaulted on an offer to purchase land from the Shelby County Land Bank within the last year (this includes, but is not limited to: sole proprietor, partner, or person having a controlling interest in the business); 7. _____
8. TRANSFEREE, or any legal entity in which TRANSFEREE is directly affiliated, purchased no properties from the Shelby County Land bank which are currently not compliance with all requirements of that properties respective offer to purchase agreement entered into with SCG (this includes, but is not limited to: sole proprietor, partner, or person having a controlling interest in the business); 8. _____
9. TRANSFEREE acknowledges any misrepresentation regarding these qualifications is subject to loss of payment and/or Subject Property and any other legal of equitable remedies. 9. _____

NOW, THEREFORE, IN CONSIDERATION of the premises aforesaid and the terms and conditions recited herein below, and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, TRANSFEREE does hereby agree to conveyance of the above described real property in accordance with the following:

1. TERM OF AGREEMENT

This Agreement shall continue for a period of **Ninety (90)** calendar days from the date hereof.

2. CONSIDERATION

TRANSFEE, in consideration of the mutual agreements of SCG hereinafter set forth, agrees to pay closing costs, which includes, but is not limited to the transfer tax and the cost of recording the Quit Claim Deed. TRANSFEE agrees to pay SELLER as the recordation fee, _____ DOLLARS (\$____) to be paid with the submission of this offer, the receipt of which is hereby acknowledged.

TRANSFEE, in consideration of the mutual agreements of SCG hereinafter set forth, agrees to pay SCG as the purchase price _____ DOLLARS (\$_____) to be paid at the closing.

SCG, in consideration of the aforesaid promises of TRANSFEE, agrees to deliver to TRANSFEE within the terms of this Agreement a Quit Claim Deed conveying all of SCG’s right, title and interest in and to the hereinabove described real property, free and clear of any and all encumbrances, except for any and all easements of record and easements for all existing utility, sanitary sewer and drainage facilities located thereon.

3. PROPERTY CONDITION

TRANSFEE agrees to accept the above described real property in its **“AS IS-WHERE IS”** condition, without representations or warranties of any kind, either expressed or implied, by SCG as to title, physical or environmental condition, code and/or housing violations, merchantability, or fitness for any use or purpose or any other representations of any kind whatsoever, pursuant to T.C.A. § 67-5-2507.

4. CONVEYANCE PROCEDURE

TRANSFEE and SCG mutually agree that the conveyance of the above described real property shall be processed in accordance with SCG’s Delinquent Tax Property Nominal Consideration Conveyance Procedure, pursuant to T.C.A. § 67-5-2509. (See “Delinquent Tax Property Nominal Consideration Conveyance Procedure” attached hereto and made a part hereof).

5. ACCEPTANCE OF CONVEYANCE REQUEST

TRANSFEE’s Request for a Nominal Consideration Conveyance shall be deemed accepted by SCG upon approval of the Request for a Nominal Consideration Conveyance by the Shelby County Board of Commissioners, as evidenced by a Board Resolution approving the same and signed by the Shelby County Mayor. Once accepted by SCG all terms and conditions recited herein shall be binding upon the parties hereto.

6. CLOSING

TRANSFEE and SCG mutually agree that the closing of this Nominal Consideration Conveyance transaction is required to take place within thirty (30) calendar days of the mailing date of SCG’s written notice to TRANSFEE by U.S. mail confirming SCG’s acceptance of this Request for a Nominal Consideration Conveyance and requesting TRANSFEE to close.

7. EXPENSES

TRANSFEE agrees to pay all closing costs, including but not limited to the transfer tax and the cost of recording the Quit Claim Deed. TRANSFEE may order and secure, at his/her/its own expense, a title search, property survey, environmental/property assessments, etc., but the time taken to obtain such items shall not be considered sufficient justification to delay the closing date as required in paragraph 6 hereinabove.

8. POSSESSION

SCG shall deliver possession of the hereinabove described property to TRANSFEE upon full payment of the estimated transfer tax and Quit Claim Deed recording fee, subject to rights of any existing tenants occupying said property or any governmental regulations or housing provisions that may be applicable.

TRANSFEE understands and agrees: (a) SCG cannot provide an estimate as to the date or recordation of the deed or other title documents in the Land Records, and (b) among other things, TRANSFEE may not be able

to obtain building permits, or demonstrate recorded ownership of and legal title to the Property until the date that the deed or title document is recorded in the Land Records.

9. UTILITIES

TRANSFEREE must be able to obtain electric, gas, water, and telephone service to the extent necessary for the TRANSFEREE's intended use of the Subject Property, and transfer said utility services to TRANSFEREE's name within **three (3) business days of closing**. If TRANSFEREE fails to transfer said utility services to TRANSFEREE's name within the stipulated time, TRANSFEREE agrees to reimburse SCG for any and all cost incurred as a result of the TRANSFEREE's failure to transfer said utilities.

10. ENVIRONMENTAL CONDITIONS

SCG makes no claim or warranty relative to the environmental condition of Subject Property. Without benefit of a specific environmental assessment, SCG knows of no Hazardous Substances located on or that have been previously stored, processed or disposed of on or discharged from (including ground water contamination) the Subject Property which cannot be readily investigated by TRANSFEREE with the various state and federal environmental agencies. As used herein, "**Hazardous Substances**" shall mean and include all hazardous and toxic substances, wastes or materials, any pollutants or contaminants, or any other similar substances, or materials which are included under or regulated by any local, state or federal law, rules or regulations pertaining to environmental regulation, contamination or cleanup (all such laws, rules and regulations being referred to collectively as "**Environmental Laws**"). As used in this section, "SCG" shall mean employees of the Shelby County Land Bank. The provisions hereof shall survive the transfer of the Subject Property.

11. INSPECTIONS

During the term of this Request for a Nominal Consideration Conveyance as described heretofore in Section 1 of this agreement, TRANSFEREE and its agents shall have the right to enter upon the Property, at TRANSFEREE's own expense and at reasonable times with prior notice to and consent of SCG, undertake a noninvasive and nondestructive due diligence investigation of the Property to inspect, examine and test the property as the TRANSFEREE may reasonably deem necessary as part of TRANSFEREE's acquisition of the Property, and so long as such inspections do not unreasonable interfere with the operations or any current use of the Property. TRANSFEREE shall indemnify and hold SCG harmless from any against all claims, injuries, damages, costs and expenses, including reasonable attorneys fee, arising from any damage to the Property, claims of liens for inspection services, and any third part claims or demand, whether in contract or tort and whether for injury to persons or property, arising out of or related to the exercise of TRANSFEREE's right of entry and activities pursuant thereto. **TRANSFEREE must execute the Waiver of Liability attached to this agreement prior to entering the Subject Property.**

12. HOLD HARMLESS

TRANSFEREE shall indemnify, defend, save and hold harmless the SCG and its elected officials, officers, employees, agents, assigns, and instrumentalities from and against any and all claims, liability, losses or damages resulting from Subject Property condition or SCG's negligence. **TRANSFEREE acknowledges any and all known or unknown environmental liability transfers to TRANSFEREE.** This indemnification shall survive the closing.

TRANSFEREE acknowledges that SCG, being a political subdivision of the State of Tennessee, is governed by the provisions of the Tennessee Governmental Tort Liability Act, Tennessee Code Annotated, sections 29-20-101 et seq., for causes sounding in tort. No contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies government immunity without the authorization of the Tennessee General Assembly.

SCG is a governmental entity as defined by Tennessee Code Annotated Section 29-20-101 et seq. and is self-insured for acts of negligence of its officers and employees. SCG's liability shall be limited to the provisions of

the Tennessee Governmental Tort Liability Act, Tennessee Code Annotated, sections 29-20-101 et seq., for causes sounding in tort, and shall not be responsible for any personal injury, property damage or other loss resulting from the TRANSFEREE’s own negligence in the performance of this Agreement. The provisions hereof shall survive the transfer of the Subject Property.

13. TERMINATION AND REMEDY

Prior to acceptance of this Request for a Nominal Consideration Conveyance (as described in Section 5), should SCG not fulfill the terms and conditions of this Agreement as recited herein, then and in that event, TRANSFEREE may cancel this Agreement by giving SCG written notice by U.S. mail.

Prior to acceptance of this Request for a Nominal Consideration Conveyance (as described in Section 5), should TRANSFEREE not fulfill the terms and conditions of this Agreement as recited herein, be found to be in any way ineligible to enter this agreement, including but limited to TRANSFEREE providing false information in this agreement, and/or fail to provide all closing costs for this sale transaction within thirty (30) calendar days of the mailing date of SCG’S written notice by U.S. mail confirming SCG’S acceptance of the Request for a Nominal Consideration Conveyance and requesting TRANSFEREE to close, then and in any of such events, SCG may cancel this Agreement by giving TRANSFEREE written notice by U.S. mail; and in which event, TRANSFEREE shall be declared ineligible to participate in any Shelby County Land Bank property sales for twelve (12) months from the date of said Contract cancelation notice.

Prior to the recording of the quit claim deed, should SCG determine the terms and conditions of this Agreement cannot be fulfilled by SCG, SCG may cancel this Agreement by giving TRANSFEREE written notice by U.S. mail and any funds paid by TRANSFEREE shall be returned to TRANSFEREE.

14. RIGHT OF REVERSION

SCG maintains and may enforce a reversionary interest in Subject Property within five years of the date of recording the quit claim deed, upon an affirmative written election from SCG to TRANSFEREE, if any one or more of the following occur(s) and remain uncured thirty (30) days after reasonable notice of the event to TRANSFEREE. SCG may extend the cure period for good cause shown.

- a. TRANSFEREE fails to abide by all applicable city and county codes in the upkeep and maintenance of such Property; or
- b. TRANSFEREE fails to make reasonable efforts to obtain title insurance, or the equivalent of same, including filing complaints to quiet title on such Properties, more than two years after the recording of the quit claim deed to said Properties to the Transferee; or
- c. TRANSFEREE becomes delinquent on city or county property taxes or assessments (such as weed bills) for more than one year for any of such Properties; or
- d. TRANSFEREE does not fulfill any one or more of the obligations specified in any agreement between the TRANSFEREE and SCG concerning the conveyance of the Subject Property.
- e. TRANSFEREE ceases to comply with the stated use of the Subject Property in this Agreement.
- f. TRANSFEREE ceases to qualify under T.C.A. §67-5-2509(c)(1) - (6) for a conveyance of a delinquent tax parcel in lieu of sale to private purchasers.

15. RIGHT OF FIRST REFUSAL

SCG shall retain the right of first refusal on the Subject Property for a ten-year period from the date the last quit claim deed is executed.

16. SEVERABILITY

That if any provision of this Agreement shall be declared invalid, unenforceable, or unconstitutional, the other provisions of this Agreement shall continue in full force and effect.

17. NOTICE OF OPEN RECORDS

TRANSFEEE understands and acknowledges that SCG is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to SCG shall be the property of SCG and is subject to being divulged as a public record in accordance with the laws of the State of Tennessee.

18. GOVERNING LAW

This Agreement will be interpreted in accordance with the laws of the State of Tennessee.

19. RISK OF LOSS

In the event of total or partial destruction or damage to the Subject Property caused by flood, fire, other casualty, force majeure or any other cause occurring **prior** to the time of the closing and resulting in damage to the Subject Property, the SCG shall assume and be responsible for the risk.

In the event of total or partial destruction or damage to the Subject Property caused by flood, fire, other casualty, force majeure or any other cause occurring **after** the closing and resulting in damage to the Subject Property, the TRANSFEEE shall assume and be responsible for the risk.

20. ENTIRE AGREEMENT

This Request for a Nominal Consideration Conveyance contains the entire understanding among the parties with respect to the Nominal Consideration Conveyance of the above described real property and there are no other promises or conditions in any other agreements between the parties, whether oral or written, related to this Nominal Consideration Conveyance transaction. All covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, successors and assigns of the respective parties.

IN WITNESS WHEREOF, the undersigned TRANSFEEE has caused this Request for a Nominal Consideration Conveyance to be executed the day and year first above written.

TRANSFEEE:

Transferee's Rep: _____

Transferee's Rep: _____

Address: _____

Address: _____

City: _____ State: ____ Zip: _____

City: _____ State: ____ Zip: _____

Phone No.: (____) _____ Email: _____

Phone No.: (____) _____ Email: _____

This Request for a Nominal Consideration Conveyance was prepared by _____, Delinquent Tax Property Sales _____, in the Shelby County Land Bank on behalf of Shelby County Government for sale processing on this ____ day of _____, 20__.

This Request for a Nominal Consideration Conveyance is hereby received by _____, Delinquent Tax Property Sales _____, in the Shelby County Land Bank on behalf of Shelby County Government for sale processing on this ____ day of _____, 20__.

**SHELBY COUNTY LAND BANK
DELINQUENT TAX PROPERTY
NOMINAL CONSIDERATION CONVEYANCE PROCEDURE**

- A. No Delinquent Tax Property will be made available for a Nominal Consideration Conveyance to current County employees, elected County Officials or their immediate family members (i.e. spouse or children living at home), or to any business's owned by current employees or elected County Officials (this includes, but is not limited to: sole proprietor, partner, or person having a controlling interest in the business);
- B. Only one (1) Request for a Nominal Consideration Conveyance per Delinquent Tax Property will be accepted and processed at a time.
- C. Prior to submitting a Request for a Nominal Consideration Conveyance, the prospective Transferee must submit to Shelby County Land Bank ("SCLB") staff certain informational items (See "**Request for Nominal Consideration Conveyance Advance Information Requirements**" attached hereto and made a part hereof).
- D. No Delinquent Tax Property will be made available for a Nominal Consideration Conveyance to any prospective Transferee who is **NOT** current in the payment of property taxes due on its properties owned in Shelby County. If the prospective Transferee is **NOT** current in payment of property taxes on its properties owned in Shelby County, the prospective Transferee will be required to bring the payment of these property taxes current with the Shelby County Trustee's office or work out a payment plan acceptable to the Shelby County Trustee's office, within **ten (10) working days** of SCLB staff notification by email, no further notice will be given, written or otherwise (**working days are based on Shelby County Government's regular work schedule**). Proof of payment or payment plan signed by the Shelby County Trustee or a representative of his office, shall be submitted to SCLB staff within said ten (10) days. If the prospective Transferee is unable to bring the payment of these property taxes current within said ten (10) day period, and has **NOT** worked out a payment plan acceptable to the Shelby County Trustee's office, the property will be placed immediately back into SCLB's "For Sale" inventory.
- E. **All Delinquent Tax Property shall be conveyed in its**

AS IS-WHERE IS

condition, without representations or warranties of any kind, either expressed or implied as to the title, physical or environmental condition, code and/or housing violations, merchantability, or fitness for any use or purpose or any other representation of any kind whatsoever per T.C.A. § 67-5-2507(b)(8).

- F. SCLB staff will set a specific date and time for a "Bid Off", should one be necessary per Section 2-214 of the Shelby County Code of Ordinances. The Transferee's request for a nominal consideration conveyance will shortly thereafter be advertised for one (1) day in the "Daily News" or for one publication in the "Tri-State Defender" identifying the property, disclosing the name of the Transferee, the list price of the property and the "Bid Off" date and time, as well as soliciting therein the submittal of additional acceptable purchase (cash) offers within ten (10) working days of the publication date of the Ad (working days are based on Shelby County Government's regular work schedule). No additional purchase (cash) offers will be accepted after this ten (10) working day period has expired.

Upon receipt of an additional acceptable purchase (cash) offer during the above said ten (10) working day period, SCLB Staff will notify the Transferee, who submitted the initial "Request for a Nominal Consideration Conveyance", by telephone that an acceptable purchase (cash) offer has been received, that he/she/it must now submit a purchase (cash) offer equal to or greater than 10% of the additional acceptable purchase (cash) offer received within the above said ten (10) working day period to pursue the purchase of the property, that a "Bid Off" will be necessary and that no written notice will be given. However, the Transferee who submitted the initial "Request for a Nominal Consideration Conveyance" may advise SCLB Staff by telephone of his/her/its decision to withdraw his/her/its "Request for a Nominal Consideration Conveyance."

If additional purchase (cash) offers are received during the above said ten (10) working day period, a “Bid Off” will be held shortly thereafter on the date and time specified in the “Daily News” or “Tri-State Defender” advertisement at the Shelby County Land Bank office to determine the highest and best offer to purchase the subject property (See “Bid Off” Procedure attached hereto and made a part hereof). A grace period of up to 15 minutes is permissible to allow for unforeseen circumstances of any bidder. Any bidder who is not available (i.e. present at the Bid Off; or represented by a person present at the Bid Off; or represented by written and received bid instructions at the Bid Off) by the end of this grace period shall be disqualified from the “Bid Off”. Upon receipt of the second additional purchase (cash) offer, equal to or greater than 10% of the first additional acceptable purchase (cash) offer, SCLB Staff will notify the Transferee, who submitted the first additional acceptable purchase (cash) offer, by telephone that the “Bid Off” will be necessary and no written notice of the same will be given. At the conclusion of the “Bid Off”, the Transferee, who bids the highest purchase price, will be declared the successful bidder and his/her/its previously signed “Offer to Purchase” will be adjusted to reflect the high bid purchase price and new required good faith deposit***. Within forty-eight (48) hours of the “Bid Off” the successful bidder must submit the additional funds to establish the new required good faith deposit via Certified Funds, Cashier’s Check or Money Orders made payable to “Shelby County Trustee” (personal checks and/or cash NOT accepted). Should the successful bidder fail to submit the additional funds necessary to establish the new required good faith deposit within said forty-eight (48) hour period, his/her/its initially submitted deposit and advertising, notification and processing fee shall be forfeited; and said successful bidder shall be declared ineligible to participate in any Shelby County Land Bank property sales for twelve (12) months from the date of said forfeiture. In this situation, SCLB Staff will contact the second highest bidder by telephone and offer the property to the second highest bidder for the second highest bid purchase price. Upon receipt of the required additional funds, such additional funds will be forwarded to the Shelby County Trustee’s Office for immediate deposit. Following the “Bid Off”, SCLB Staff will notify the Shelby County Trustee’s Office of the “Bid Off” results and request it to promptly refund the required good faith deposit previously submitted by the unsuccessful bidders.

- G. Once a successful bidder is declared, if required by per Section 2-214 of the Shelby County Code of Ordinances, the “Offer to Purchase”, along with the other required “Disclosure Documents”, are signed, and the good faith deposit and advertising, notification and processing fee are submitted, SCLB Staff will prepare, schedule and present a Resolution to the County Commission for approval of the sale.
- H. Transferee may be required to attend a Shelby County Board of Commissioners Committee Meeting and/or a full Commission Meeting as the Board may need the Transferee to answer questions concerning the Transferee’s proposed use and development of the Subject Property. The Shelby County Board of Commissioners agendas are available at <https://shelbycountyttn.gov/71/Shelby-County-Board-of-Commissioners>. If the Transferee is unable to schedule attendance within sixty (60) days of the initial meeting request, SCLB Staff will declare the Request for a Nominal Consideration Conveyance Agreement cancelled by giving the Transferee written notice by U.S. mail and in such case the Transferee shall be declared ineligible to participate in any Shelby County Land Bank property sales for twelve (12) months from the date of said Agreement cancellation notice.
- I. Upon the County Commission’s approval of the Nominal Consideration Conveyance, the Transferee must close within **thirty (30) calendar days** of the mailing date of SCLB Staff’s written notice to the Transferee by U.S. mail confirming the County’s approval of the Request for Nominal Consideration Conveyance, listing the required final payment amount due at closing, and citing the thirty (30) day closing deadline date. In the event the subject property is not closed within said **thirty (30) calendar days**, SCLB Staff may declare the Nominal Consideration Conveyance cancelled by giving the Transferee written notice by U.S. mail, and the Transferee may be declared ineligible to participate in any Shelby County Land Bank property sales for twelve (12) months from the date of said Contract cancellation notice.
- J. By the thirty (30) day deadline to bring in closing funds, Transferee must submit the required final payment covering any balance of the purchase price, estimated transfer tax, and recording fee via Certified Funds, Cashier’s Check or Money Orders made payable to “**Shelby County Trustee**” (personal checks and/or cash NOT accepted). After this payment is accepted by the Shelby County Trustee, Transferee is given possession (not full ownership) of the Subject Property, and the SCLB will provide a letter to Purchaser regarding possession.

- K. In the event all closing funds for the Subject Property are not submitted to SCLB within said thirty (30) calendar days, SCLB Staff will declare the contract cancelled by giving the Transferee written notice by U.S. mail and in such case the Transferee shall be declared ineligible to participate in any Shelby County Land Bank property conveyances for twelve (12) months from the date of said contract cancelation notice.
- L. Upon SCLB receipt of the closing funds for the of the Subject Property purchase, the Transferee’s required final payment covering any balance of the purchase price, estimated transfer tax and recording fee will be forwarded to the Shelby County Trustee’s Office for immediate deposit.
- M. **Upon approval of the closeout of the conveyance, the Shelby County Trustee’s Office will complete the transaction per the agreement, executing the Quit Claim Deed, recording it with the Shelby County Register’s Office, and, thereafter, mailing the “Original Recorded Quit Claim Deed” to the Transferee who is now the new owner of the property.**

This completes the County’s DELINQUENT TAX PROPERTY NOMINAL CONSIDERATION CONVEYANCE PROCEDURE.

TRANSFEE:

Transferee’s Rep: _____

Date: _____, 20____

*** Due Diligence Requirements:**

All prospective Transferees of SCLB Delinquent Tax Property **MUST** carry out a **due diligence verification** of the property prior to meeting with SCLB staff to formally initiate the Request for Nominal Consideration Conveyance, including but not limited to:

- the value and condition of the property including compliance with building and local authority regulations,
- the terms of all encumbrances, rights and interests registered against or in respect of the title, and
- the overall financial suitability of the Transferee’s proposed use of the property.

**** Disclosure Documents:**

All prospective Transferees of Delinquent Tax Property must sign a Waiver and Release of Liability and Indemnity Form, a Property Use and Responsibility Disclosure Form, and a Gratuity Disclosure Form at the time they sign a Request for a Nominal Consideration Conveyance. **(See documents attached hereto and made a part hereof).**

PROPERTY USE AND RESPONSIBILITY DISCLOSURE FORM

Prospective Transferee hereby acknowledges that he/she is aware that the use and development of the Subject Property, identified as Tax Parcel No. _____ and addressed at _____ may be regulated by various municipal and/or county development codes and zoning ordinances.

The permitted uses and restrictions under the Memphis and Shelby County Unified Development Code and Memphis and Shelby County Zoning Ordinance may be determined by calling the Land Use and Development Services at (901) 636-6619 or by visiting its website at the following link: <http://www.shelbycountyttn.gov/index.aspx?NID=924>. Other municipalities may be contacted to determine the permitted uses and restrictions for property in that municipality.

The purpose of municipal and/or county development codes and zoning ordinances is to protect the public health, safety and welfare in existing buildings used for dwelling purposes. For example, these ordinances regulate:

- Storage of inoperable or abandoned vehicles on public and private property
- Minimum housing standards for existing dwellings, and environmental conditions which may contribute to deterioration in the community
- Abandoned commercial structures, which may contribute to deterioration in the community

Potential violations of the various municipal and/or county development codes and zoning ordinances are discovered through citizen complaints, referrals from other agencies, inspector observations in an assigned area and systematic inspections in a target area. Violations may escalate to court action.

The Construction Enforcement Department is responsible for ensuring that building construction conforms to safety standards as outlined in State mandated Building Code Regulations. The department reviews building plans, issues construction permits, and inspects new buildings and building components for projects in Memphis, Arlington, Germantown, Lakeland, Millington, and unincorporated Shelby County. This department may be contacted at (901) 222-8300 or <https://www.develop901.com/constructionenforcement>. Other municipalities may be contacted to determine the construction requirements for property in that municipality.

GRATUITY DISCLOSURE FORM

Shelby County Ethics Commission

INSTRUCTIONS: *This form is for all persons receiving any Shelby County Government contract, land use approval or financial grant money to report any gratuity that has been given, directly or indirectly, to any elected official, employee or appointee (including their spouses and immediate family members) who is involved in the decision regarding the contract, land use approval, or financial grant of money.*

1. **NAME:** _____
2. **DATE OF GRATUITY:** _____
3. **NATURE AND PURPOSE OF THE GRATUITY:** _____
4. **NAME OF THE OFFICIAL, EMPLOYEE, APPOINTEE, OR FAMILY MEMBER WHO RECEIVED THE GRATUITY:**

5. **NAME OF THE PERSON OR ENTITY THAT PROVIDED THE GRATUITY:**

6. **ADDRESS OF THE PERSON OR ENTITY THAT PROVIDED THE GRATUITY:**

7. **DESCRIPTION OF THE GRATUITY:** _____
8. **COST OF THE GRATUITY (If cost is unknown and not reasonably discernible by the person giving the gratuity, then the person giving the gratuity shall report a good faith estimate of the cost of the gratuity.):** _____

The information contained in this Gratuity Disclosure Form, and any supporting documentation or materials referenced herein or submitted herewith, is true and correct to the best of my knowledge, information and belief and affirm that I have not given, directly or indirectly, any gratuity to any elected official, employee or appointee (including spouse and immediate family members) that has not been disclosed and I affirm that I have not violated the provisions of the Shelby County Government Code of Ethics.

Signature

Date

Print Name