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).

B. No Landlocked Delinquent Tax Property will be made available for a nominal consideration conveyance to a prospective Purchaser unless that prospective Purchaser owns adjoining property with public roadway access or has made tentative, written arrangements with an adjoining property owner to establish public roadway access to the property.

C. No Delinquent Tax Property will be made available for a nominal consideration conveyance prior to it first being marketed for sale for a period of six (6) months on the Land Bank's "For Sale" list.

D. Only one (1) request for a nominal consideration conveyance per Delinquent Tax Property will be accepted and processed at a time.

E. Prior to submitting a request for a nominal consideration conveyance, the prospective Purchaser must submit to SCLB staff certain informational items (See "**Request for Nominal Consideration Conveyance Advance Information Requirements**" attached hereto and made a part hereof).

F. No Delinquent Tax Property will be made available for a nominal consideration conveyance to any prospective Purchaser who is **NOT** current in the payment of property taxes due on his/her/its properties owned in Shelby County, per Resolution approved by the Shelby County Board of Commissioners on January 12, 2011 under Item No. 6. If the prospective Purchaser is **NOT** current in payment of property taxes on his/her/its properties owned in Shelby County, the prospective Purchaser 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 telephone, 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 Purchaser 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 in SCLB's "For Sale" inventory, and his/her/its previously submitted funds for the good faith deposit and advertising, notification and processing fee shall be forfeited and applied to the prospective Purchaser's past due property taxes. If additional purchase (cash) offers are subsequently submitted, any prospective Purchaser, who is **NOT** current in payment of property taxes on his/her/its properties owned in Shelby County and has **NOT** worked out a payment plan acceptable to the Shelby County Trustee's office, will **NOT** be allowed to participate in a scheduled "**Bid Off**".

G. All Delinquent Tax Property shall be sold by Shelby County Government to the successful prospective Purchaser 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.

H. Once the proposed purchase price is agreed upon and the prospective Purchaser has completed his/her/its due diligence requirements*, the prospective **Purchaser makes an appointment** to meet with SCLB staff and formally initiates the Nominal Consideration Conveyance Process. During this meeting the prospective Purchaser is required to sign a "**Request for a Nominal Consideration Conveyance**" (See "**Request for a Nominal Consideration Conveyance" Agreement** attached hereto and made a part hereof), along with other "**Disclosure Documents**"**; and submit payment of the required good faith deposit*** together with a **$ 200.00** advertising, notification and processing fee via Certified Funds, Cashier's Check or Money Orders made payable to **"Shelby County Trustee" (personal checks and/or cash NOT accepted)**. The above

described good faith deposit and advertising, notification and processing fee shall be nonrefundable, once the prospective Purchaser is declared the successful Purchaser.

I. Upon the prospective Purchaser's signing of the "**Request for a Nominal Consideration Conveyance**", along with the other "**Disclosure Documents**", his/her/its payment of the required good faith deposit and **$ 200.00** advertising, notification and processing fee will be forwarded to the Shelby County Trustee's Office for immediate deposit.

J. In conjunction with the signing of the "**Request for a Nominal Consideration Conveyance**" and the other required "**Disclosure Documents**", the prospective Purchaser and SCLB staffer will set a specific date and time for a "**Bid Off**", should one be necessary. The prospective Purchaser'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 prospective Purchaser, 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.

K. Upon receipt of an additional acceptable purchase (cash) offer during the above said ten (10) working day period, SCLB Staff will notify the prospective Purchaser, 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 prospective Purchaser 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**" and SCLB Staff will request the Shelby County Trustee's Office to promptly refund of the required good faith deposit and **$ 200.00** advertising, notification and processing fee previously submitted.

L. 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 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 prospective Purchaser, 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 prospective Purchaser, 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 <u>NOT</u> 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 and **$ 200.00** advertising, notification and processing fee previously submitted by the unsuccessful bidders

M. Once a prospective Purchaser is declared the successful Bidder, 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 and request the Trustee's Office to prepare a **Quit Claim Deed** for use in transferring the subject property to the successful Bidder.

N. If no additional purchase (cash) offers are received during the above said ten (10) working day period, the prospective Purchaser, who submitted the initial "**Request for a Nominal Consideration Conveyance**", will be declared the successful Purchaser, advised of the same by telephone and no written notice will be given. In such case, SCLB Staff will prepare, schedule and present a **Resolution** to the County Commission for approval of the nominal consideration conveyance and request the Trustee's Office to prepare a **Quit Claim Deed** for use in transferring the subject property to the successful Purchaser.

O. The successful Purchaser (successful Bidder) may be required to attend a Shelby County Board of Commissioners Committee Meeting and/or a full Commission Meeting to answer questions concerning the successful Purchaser's (successful Bidder's) proposed use and development of the subject property. In this case, SCLB Staff will contact the successful Purchaser by telephone to give him/her/it advance notice of the meeting(s) that must be attended. In the event this successful Purchaser (successful Bidder) is unable to attend the scheduled meeting(s), approval of the sale will be deferred until such time as the successful Purchaser (successful Bidder) is able to attend a subsequent meeting or meetings. If the successful Purchaser (successful Bidder) is unable to schedule attendance within sixty (60) days of the initial meeting request, SCLB Staff will declare the sale cancelled by giving the successful Purchaser (successful Bidder) written notice by U.S. mail and in such case the successful Purchaser (successful Bidder) shall forfeit his/her/its previously submitted good faith deposit and advertising, notification and processing fee as liquidated damages; and in which event, the successful Purchaser (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 Contract cancelation notice.

P. Upon the County Commission's approval of the sale or nominal consideration conveyance, SCLB Staff will notify the successful Purchaser (successful Bidder) by telephone of the sale or nominal consideration conveyance approval, confirming the County's acceptance of his/her/its Offer to Purchase, and advising the successful Purchaser (successful Bidder) that he/she/it must now close the purchase within **thirty (30) calendar days** of the mailing date of SCLB Staff's written notice to the successful Purchaser (successful Bidder) by U.S. mail confirming the County's acceptance of this Offer to Purchase, listing the required final payment amount due at closing, and citing the thirty (30) day closing deadline date. In the event the purchase of the subject property is not closed within said **thirty (30) calendar days**, SCLB Staff will declare the sale or nominal consideration conveyance cancelled by giving the successful Purchaser (successful Bidder) written notice by U.S. mail and in such case the successful Purchaser (successful Bidder) shall forfeit his/her/its previously submitted good faith deposit and advertising, notification and processing fee as liquidated damages; and in which event, the successful Purchaser (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 Contract cancelation notice.

Q. Upon the County Mayor's approval of the sale **Resolution**, SCLB Staff will route the **Quit Claim Deed**, prepared by the Trustee's Office, for execution by the County Mayor.

R. The successful Purchaser (successful Bidder) shall **make an appointmen**t to meet with SCLB staff to close the purchase. At the closing, the successful Purchaser (successful Bidder) must submit the required final payment covering the 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 <u>NOT</u> accepted)**. At the completion of the closing, the successful Purchaser (successful Bidder) is given possession of the subject property as its new owner.

S. Upon completion of the closing of this property purchase, the successful Purchaser's (successful Bidder's) required final payment covering the balance of the purchase price, estimated transfer tax and recording fee will be forwarded to the Shelby County Trustee's Office for immediate deposit. At the same time, SCLB

Staff will request the Shelby County Trustee's Office to proceed with the closeout of the sale or nominal consideration conveyance. Afterwards, the **Trustee's Office will complete the execution of the Quit Claim Deed and have it recorded in the Shelby County Register's Office and thereafter mail the "Original Recorded Quit Claim Deed" to the successful Purchase (successful Bidder) who is now the new owner of the property.** This completes the County's DELINQUENT TAX PROPERTY NOMINAL CONSIDERATION CONVEYANCE PROCEDURE.

Purchaser

(x)_____

(x)_____

Date: (x)_____, 20____

* **Due Diligence Requirements:**
All prospective Purchasers of Delinquent Tax Property with improvements (house, duplex, apartment, condo, commercial building, etc.) MUST contact the City of Memphis, Office of Code Enforcement at (901 576-7448) to determine any rehabilitation requirements prior to meeting with SCLB staff to formally initiate the Nominal Consideration Conveyance or Sale Process and sign a "Request for a Nominal Consideration Conveyance" or an "Offer to Purchase".
(x) Initial here _____ to acknowledge that these Due Diligence Requirements have been completed.

** **Disclosure Documents:**
All prospective Purchasers of Delinquent Tax Property must sign a DTP Sales Disclosure 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" or an "Offer to Purchase"
(See "**Disclosure Documents**" attached hereto and made a part hereof).

*** **Good Faith Deposit Requirements:**
Property sales up to $ 1,000.00 - Required Deposit is 100 % of "Offer to Purchase".
Property sales from $ 1,001.00 to $10,000.00 - Required Deposit is $ 1,000.00.
Property sales above $ 10,000.00 - Required Deposit is 10 % of "Offer to Purchase".

County – DTP
Form15-0316

SHELBY COUNTY LAND BANK
REQUEST FOR NOMINAL CONSIDERATION CONVEYANCE
ADVANCE INFORMATION REQUIREMENTS

NOTE: THE INFORMATIONAL ITEMS LISTED BELOW ARE REQUIRED TO BE SUBMITTED IN THEIR ENTIRETY FOR REVIEW AND APPROVAL BY A MEMBER OF THE SHELBY COUNTY LAND BANK STAFF PRIOR TO SIGNING ALL OTHER REQUEST FOR NOMINAL CONSIDERATION CONVEYANCE DOCUMENTS.

1. Dated Request Letter on the organization's letterhead addressed to Shelby County Land Bank identifying the property; the intended use; timetable to begin and complete the project; and funding source
2. Copy of Charter
3. Copy of Mission Statement on the organization's letterhead
4. Copy of 501©(3) designation, if applicable
5. Filing Acknowledgement from the Tennessee Secretary of State confirming the organization's designation as a Non-Profit organization.
6. Copy of IRS letter showing the organization's Employee Identification Number (EIN)
7. Has the requesting non-profit organization received any previous Nominal Consideration Conveyances (property donations) from Shelby County Government? _____
8. If yes: please list addresses and submit pictures that will indicate progress made on these properties:
    1. _____
    2. _____
    3. _____
    4. _____

SIGN AND DATE BELOW TO COMFIRM ALL ITEMS LISTED ABOVE HAVE BEEN SUBMITTED AND RECEIVED:

(x)_____
Purchaser

(x)_____
Land Bank Staff

(x)_____
Date

(x)_____
Date

County – DTP
Form15-0316

Tax Parcel No. _____

REQUEST FOR A NOMINAL CONSIDERATION CONVEYANCE

THIS REQUEST FOR A NOMINAL CONSIDERATION CONVEYANCE, made and entered into this __day of _____, **20__**, by and between _____, hereinafter referred to as "**PURCHASER**", and **Shelby County Government**, hereinafter referred to as "**SELLER**"; title to be vested in the name of _____.

WITNESSETH:

WHEREAS, **SELLER** owns certain real 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, **SELLER** 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(d), to a private nonprofit entity, a nonprofit community development corporation or an adjoining property owner; and

WHEREAS, **PURCHASER** is hereby requesting **SELLER** to convey the above described property to **PURCHASER** for nominal consideration, pursuant to T.C.A §67-5-2509(d), and is agreeable to acquire said real property from **SELLER** in accordance with certain terms and conditions for **PURCHASER'S** intended use for _____.

NOW, THEREFORE, IN CONSIDERATION of the premises aforesaid and the terms and conditions recited hereinbelow, and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, **PURCHASER** does hereby agree to purchase 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

PURCHASER, in consideration of the mutual agreements of **SELLER** hereinafter set forth, agrees to pay **SELLER** as the purchase price **ZERO AND NO/100 DOLLARS ($0.00)**, of which **ZERO AND NO/100 DOLLARS ($0.00)** as a good faith deposit to be paid to **SELLER**, the receipt of which is hereby acknowledged, with the balance of the purchase price to be paid at the required closing.

In addition to the hereinabove stated purchase price, **PURCHASER** agrees to pay **SELLER** an advertising, notification and processing fee in the amount of **TWO HUNDRED AND NO/100 DOLLARS**

($ 200.00), to be tendered to **SELLER** by **PURCHASER** upon **PURCHASER'S** execution of this Request for a Nominal Consideration Conveyance, the receipt of which is hereby acknowledged. **PURCHASER** understands and agrees that the above described good faith deposit and advertising, notification and processing fee shall be nonrefundable, once the **PURCHASER** is declared the successful Purchaser.

SELLER, in consideration of the aforesaid promises of **PURCHASER**, agrees to deliver to **PURCHASER** within the term of this Agreement a Quit Claim Deed conveying all of **SELLER'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

PURCHASER 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 **SELLER** 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.

4. CONVEYANCE PROCEDURE

PURCHASER and **SELLER** mutually agree that the conveyance of the above described real property shall be processed in accordance with **SELLER'S** Delinquent Tax Property Nominal Consideration Conveyance Procedure, pursuant to T.C.A §67-5-2509(d). (See "Delinquent Tax Property Nominal Consideration Conveyance Procedure" attached hereto and made a part hereof).

5. ACCEPTANCE OF CONVEYANCE REQUEST

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

6. CLOSING

PURCHASER and **SELLER** 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 **SELLER'S** written notice to **PURCHASER** by U.S. mail confirming **SELLER'S** acceptance of this Request for a Nominal Consideration Conveyance and requesting **PURCHASER** to close.

7. EXPENSES

PURCHASER agrees to pay all closing costs including but not limited to the transfer tax and the cost of recording the Quit Claim Deed. **PURCHASER** 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

SELLER shall deliver possession of the hereinabove described property to **PURCHASER** upon full payment of the purchase price, 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.

Tax Parcel No. _____

9. HAZARDOUS WASTE

Although **SELLER**, to the best of its knowledge, without benefit of a specific environmental assessment, 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, **SELLER** makes no claim or warranty relative to the environmental condition of said property.

10. TERMINATION OF CONVEYANCE REQUEST

Should **SELLER** not fulfill the terms and conditions of this Request for a Nominal Consideration Conveyance as recited herein, then and in that event, **PURCHASER** may cancel this Contract by giving **SELLER** written notice by U.S. mail and in such case the above referenced good faith deposit shall be returned to **PURCHASER**. Should **PURCHASER** not fulfill the terms and conditions of this Request for a Nominal Consideration Conveyance as recited herein or fail to close this sale transaction within thirty (30) calendar days of the mailing date of **SELLER'S** written notice by U.S. mail confirming **SELLER'S** acceptance of this Nominal Consideration Conveyance and requesting **PURCHASER** to close, then and in either of such events, **SELLER** may cancel this Contract by giving **PURCHASER** written notice by U.S. mail and in such case the above referenced good faith deposit and advertising, notification and processing fee shall be retained by **SELLER** as liquidated damages; and in which event, **PURCHASER** 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.

11. 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 **PURCHASER** has caused this Request for a Nominal Consideration Conveyance to be executed the day and year first above written.

PURCHASER:

(x) _____

(x) _____

Purchaser's Rep: _____

Address: _____

City: _____

State: _____ **Zip Code:** _____

Phone No.: (_____) _____

Email Address: _____

Tax Parcel No. _____

If during the processing of this Request for a Nominal Consideration Conveyance, additional purchase (cash) offers are received within ten (10) working days of the publication date of the one (1) day advertisement in the "Daily News" or one publication advertisement in the "Tri-State Defender" making a "Bid Off" necessary, it will be held on the _____day of _____, 20___ at _____ in the Shelby County Land Bank Office to determine the highest and best offer. A grace period of up to 15 minutes is permissible to allow for unforeseen circumstances of any bidder. Any bidder who is not available by the end of this grace period shall be disqualified from the "Bid Off".

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
"BID OFF" PROCEDURE

A. The "**Bid Off**" will be held on the Date & Time specified in the "**Daily News**" or "**Tri-State Defender**" advertisement, at the Shelby County Land Bank office located at 584 Adams Ave. in Memphis, Tennessee. A grace period of up to 15 minutes is permissible to allow for unforeseen circumstances of any bidder. Any bidder who is not available by the end of this grace period shall be disqualified from the **"Bid Off"**.

B. The minimum bid increase amount will be established at the "**Bid Off**" prior to the start of bidding. The first bid will be from the prospective Purchaser who submitted the initial purchase offer and followed by the prospective Purchasers who submitted purchase offers thereafter within **ten (10) working days** of the initial publication date of the advertisement **(working days are based on Shelby County Government's regular work schedule)** in the order that the purchase offers were received. **(If a bidder passes on his/her time to bid, he/she will not be allowed to continue bidding)** Bidding will continue in this order until the bidding stops, a high bid purchase price is established and a successful bidder is declared.

C. At the conclusion of the "**Bid Off**", the prospective Purchaser, who bids the highest purchase price, will be declared the successful bidder and his/her 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 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**" and the establishment of the successful bidder's "**Offer to Purchase**", 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 and **$ 200.00** advertising, notification and processing fee previously submitted by the unsuccessful bidders. (Note: It usually takes the Shelby County Trustee's Office four to five weeks to process the refund).

D. Once a prospective Purchaser is declared the successful bidder, 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 and request the Trustee's Office to prepare a **Quit Claim Deed** for use in transferring the subject property to the successful bidder.

** **Disclosure Documents:**
All prospective Purchasers of Delinquent Tax Property must sign a DTP Sales Disclosure Form, a Property Use and Responsibility Disclosure Form, and a Gratuity Disclosure Form at the time they sign an "Offer to Purchase" (See **"Disclosure Documents"** attached hereto and made a part hereof).

*** **Good Faith Deposit Requirements:**
Property sales up to $ 1,000.00 - Required Deposit is 100 % of "Offer to Purchase".
Property sales from $ 1,001.00 to $10,000.00 - Required Deposit is $ 1,000.00.
Property sales above $ 10,000.00 - Required Deposit is 10 % of "Offer to Purchase".

(x) Initial here _____ to acknowledge receipt of a copy of this "Bid Off" Procedure.

County – DTP
Form15-0304

DTP SALES DISCLOSURE FORM

This form must be completed by all Purchasers of Delinquent Tax Property from the County of Shelby via the Shelby County Land Bank.

NOTE: No Delinquent Tax Property will be made available for sale or 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).

Name _____ Date _____

Address _____

Phone (___) _____

Company Name _____

Company Address _____

Subject DTP's Tax Parcel No. _____

Subject DTP's Municipal Address _____

1. Are there any unresolved housing code violations against any properties in which you have control or interest? Yes____ No____

   Violation Date _____ Violation Address _____

   Violation Date _____ Violation Address _____

2. Are there any unresolved construction code violations against any properties in which you have control or interest? Yes_____ No_____

   Violation Date _____ Violation Address _____

   Violation Date _____ Violation Address _____

3. Please list any and all properties that you own, manage or control, and disclose if property taxes are current in space given below:

   Taxes Current?

   Address _____ Yes☐ or No☐

   Address _____ Yes☐ or No☐

   Address _____ Yes☐ or No☐

   Address _____ Yes☐ or No☐

   NOTE: If Purchaser is not current regarding property taxes for any property the Purchaser owns, manages, and/or controls the Purchaser will be required to bring these property taxes up-to-date with the Shelby County Trustee's office or work out a payment plan acceptable to the Trustee's office, prior to closing.

I certify that the above information I have provided is accurate and correct.

(x)_____ (x)_____

Purchaser Date

County – DTP
Form15-0304

PROPERTY USE AND RESPONSIBILITY DISCLOSURE FORM

Prospective Purchaser hereby acknowledges that he/she is aware that the subject real property is identified as Tax Parcel No. _____ and addressed _____, and that the use and development of this subject real property is regulated by the Memphis and Shelby County Unified Development Code and Memphis and Shelby County Zoning Ordinance. The permitted uses and restrictions may be determined by calling the Office of Planning and Development at (901) 576-6601 or by visiting its website at the following link:

http://www.shelbycountytn.gov/index.aspx?NID=924

As published, the purpose of the Department of Housing/Code Enforcement is to protect the public health, safety and welfare in existing buildings used for dwelling purposes. The department administrates and enforces sections of the City of Memphis Code of Ordinances. 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

Some of the common complaints reported by citizens include abandoned houses and vehicles, structural defects in dwellings, and appliances or junk stored on property.

Concerned citizens are encouraged to telephone the Mayor's Citizen Service Center (Memphis 311) at 576-6500 to file a complaint regarding unsafe housing conditions or inoperable vehicles.

Potential violations are discovered through citizen complaints, referrals from other agencies, inspector observations in an assigned area and systematic inspections in a target area. Once a complaint is received, an inspector will conduct an investigation to determine if there is an ordinance violation. If there is a violation, the inspector may notify the owner verbally or in writing. When there are numerous violations, the owner is mailed a list of violations, and a "Notice of Hearing".

After a violation order is issued for structural or environmental conditions, periodic follow-up inspections are conducted to determine if compliance has been met. Follow-up inspections are done to determine if compliance has been met. Depending on the circumstances and severity, the Department of Housing/Code Enforcement can opt to:

- Give an extension to meet compliance
- Court action
- Issue an order to vacate the premises
- Issue an order not to occupy until repairs are made
- Condemnation

Should the owner fail to comply, court action can be initiated at any time after the first follow-up inspection. The department utilizes the General Sessions Environmental Court to resolve cases where the violator has voluntarily failed to comply.

(X) _____
Initial

PROPERTY USE AND RESPONSIBILITY DISCLOSURE FORM

Prospective Purchaser must declare in the space below his/her proposed use and development timetable for the subject real property as well as if the property will be made available for resale and/or lease:

_____

_____

_____

_____

Cash Sales

The successful bidder may be required to attend a Shelby County Board of Commissioners Committee Meeting and/or a full Commission Meeting to answer questions concerning the successful bidder's proposed use and development of the subject property. In this case, SCLB Staff will contact the successful bidder by telephone to give him/her advance notice of the meeting(s) that must be attended. In the event this successful bidder is unable to attend the scheduled meeting(s), approval of the sale will be deferred until such time as the successful bidder is able to attend a subsequent meeting or meetings.

Donations (Non-profit Organizations, Governmental Entities, etc.)

Prospective Purchaser or its designated representative may be required to attend a Shelby County Board of Commissioners Committee Meeting and/or a full Commission Meeting to answer questions concerning the prospective Purchaser's proposed use and development of the subject property. In this case, SCLB Staff will contact the prospective Purchaser by telephone to give him/her advance notice of the meeting(s) that must be attended. In the event this prospective Purchaser is unable to attend the scheduled meeting(s), approval of the sale will be deferred until such time as the prospective Purchaser is able to attend a subsequent meeting or meetings.

Prospective Purchaser hereby acknowledges that he/she has read and understands the information provided herein as it pertains to an owner of the subject real property.

(x)_____
Purchaser

(x)_____
Date

(x)_____
Purchaser

(x)_____
Date

This Property Use and Responsibility Disclosure Form is hereby presented to prospective Purchaser by _____, Delinquent Tax Property Sales _____, in the Shelby County Land Bank, on behalf of Shelby County Government as part of the sale process on this ____day of _____, 20____.

(x) _____
Initial

County – DTP
Form15-0304

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.)**

_____

9. **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.**

(x)_____ (x)_____

Signature **Date**

(x)_____

Print Name