



MOW TO OWN PROGRAM

The City of Mt. Vernon owns numerous vacant properties throughout the city available for sale or transfer. In order to make these properties more affordable to acquire, the City is implementing a Mow to Own program. The Mow to Own program helps adjacent property owners acquire the vacant properties and improve neighborhoods at the same time by permitting acquisition of the property through routine maintenance instead of a cash purchase. The Mow to Own program commits applicants to maintain the vacant property for two years, after which period the property is signed over (conveyed) to the applicant. It is the desire of the City to see these lots incorporated into neighboring yards and improved.

PROGRAM GUIDELINES

Eligible Participants:

- Adjacent owner-occupants or 501(c)(3) non-profit organizations that own adjacent property.

Requirements:

- Applicant must maintain the property for a two-year period. General maintenance includes mowing of grass, raking leaves, removal of fallen trees or branches, picking up trash and compliance with all other applicable City Ordinances.
- Applicant must not have any nuisance, building and/or zoning violations against them within the last two years.
- No delinquent utility account within the last two years.
- Applicant has not failed to pay property tax in the last two years.
- 501(c)(3) Nonprofit Organizations must have 501(c)(3) status at the time of application and maintain it throughout the two-year time period.
- Must own and occupy the property adjacent to the vacant lot. Nonprofit Organizations must own the property adjacent to the vacant lot. Priority will be given to owner occupants of adjacent properties.
- Applicant cannot build on the site (but can otherwise use, such as gardening) until the two-year period is over and the property is conveyed to the applicant. During the two-year period, the applicant has only a right to possess/occupy and to maintain, and shall have no ownership interest in the property.

Process:

- Select vacant lot from surplus property list and submit application. Applications for lots not listed on surplus list will not be considered.
- Submit application fee of \$100 (non-refundable) with application. Application fee covers administrative and legal fees of City.
- Applications will be reviewed by City staff. As required, staff may request additional information for consideration of approval.

- If approved the applicant will be required to sign a Memorandum of Understanding stating requirements to fulfill obligation of maintenance. The Memorandum of Understanding cannot be transferred by the applicant to another person without the written consent of City. The Memorandum of Understanding will become null and void if applicant fails to perform agreed upon maintenance at any time during the agreed upon time period. If applicant fails to fulfill his/her maintenance obligations, as determined solely by City, applicant shall have no right to cure the default. Notice that the Memorandum of Understanding has been voided by City will be given to applicant at the address appearing upon the application, unless applicant has informed City of a new address in writing; upon such notice, applicant shall immediately vacate the property and shall not thereafter enter upon the property.
- After the two-year time period has passed the property will be conveyed to the applicant by quit claim deed. Applicant must record the quitclaim deed at the Jefferson County Recorder's Office, at applicant's expense, within 15 days from delivery of the quit claim deed; the City shall have the right to declare the quit claim deed void if applicant fails to record the quit claim deed as required. The City will not provide title insurance to the purchaser. The purchaser may independently purchase title insurance through a title company.

Additional Conditions

Applicant, by signing the Memorandum of Understanding, acknowledges that applicant has inspected the property and accepts the property "as is" and acknowledges that City has made no representations or warranties regarding the property.

Applicant, by signing the Memorandum of Understanding, acknowledges that Applicant, and each person entering upon the property, knowingly assumes the risk of injury or damage which any of same or the property of same may sustain as the result of the maintenance and/or use of the property by applicant or by said other person, and that City shall have no liability to applicant, nor to any person entering upon the property. Applicant is solely responsible for the condition of the property. Applicant waives any claim it may have against City by reason of the condition of the property or by reason of applicant's use or maintenance of the property or for any other reason related thereto, and applicant releases the City from any and all claims and demands for damages or injuries which applicant or any of applicant's family members, friends, guests, permittees, agents, servants, employees, or licensees, or any other occupant or trespasser upon the property may sustain which may give rise to any liability by City.

Applicant, by signing the Memorandum of Understanding, covenants and agrees that applicant will indemnify, defend and hold harmless City, its officers, agents, and employees from and against any and all liability claims, damages, expenses (including reasonable attorneys' fees), fees, fines, penalties, proceedings, actions, and causes of action of any and every kind and nature arising or growing out of or in any way connected with this Agreement, or with the use of the property by applicant or by any other person, or with any condition of or condition upon the property.