

- <https://www.youtube.com/watch?v=2qY0DA7DG9s>

Dodging a bullet...

Tax Sale of Contaminated Properties

Kelly W. Wright, Salt Lake County Deputy District Attorney

15.10.15

The Gun...

May Tax Sale

Utah Code Ann. § 59-2-1351

The bullet...



Perhaps there is no hope for me in the eternities...

- Attorney
- Tax Attorney
- Tax Attorney Collector
- Tax Attorney Collector at May Tax Sale
- Tax Attorney Collector at May Tax Sale Selling Contaminated Property

May Tax Sale

Utah Code Ann. § 59-2-1351

59-2-1351 Sales by county -- Notice of tax sale -- Entries on record.

- (1)
 - (a) Upon receiving the tax sale listing from the county treasurer, the county auditor shall select a date for the tax sale for all real property on which a delinquency exists that was not previously redeemed and upon which the period of redemption is expiring in the nearest tax sale.
 - (b) The tax sale shall be conducted in May or June of the current year.
- (2) Notice of the tax sale shall be provided as follows:
 - (a) sent by certified and first class mail to the last-known recorded owner, the occupant of any improved property, and all other interests of record, as of the preceding March 15, at their last-known address; and
 - (b) published:
 - (i) four times in a newspaper published and having general circulation in the county, once in each of four successive weeks immediately preceding the date of sale; and
 - (ii) in accordance with Section 45-1-101 for four weeks immediately preceding the date of sale; and
 - (c) if no newspaper is published in the county, posted in five public places in the county, as determined by the auditor, at least 25 but no more than 30 days prior to the date of sale.
- (3) The notice shall be in substantially the following form:

NOTICE OF TAX SALE

Notice is hereby given that on _____(month\day\year), at __ o'clock __. m., at the front door of the county courthouse in ____ County, Utah, I will offer for sale at public auction and sell to the highest bidder for cash, under the provisions of Section 59-2-1351.1, the following described real property located in the county and now delinquent and subject to tax sale. A bid for less than the total amount of taxes, interest, penalty, and administrative costs which are a charge upon the real estate will not be accepted.

(Here describe the real estate)

IN WITNESS WHEREOF I have hereunto set my hand and official seal on _____(month\day\year).

County Auditor

County

- (4)
 - (a) The notice sent by certified mail in accordance with Subsection (2)(a) shall include:
 - (i) the name and last-known address of the last-known recorded owner of the property to be sold;
 - (ii) the parcel, serial, or account number of the delinquent property; and
 - (iii) the legal description of the delinquent property.
 - (b) The notice published in a newspaper in accordance with Subsection (2)(b) shall include:
 - (i) the name and last-known address of the last-known recorded owner of each parcel of property to be sold; and
 - (ii) the street address or the parcel, serial, or account number of the delinquent parcels.

Amended by Chapter 388, 2009 General Session

59-2-1351 Sales by county -- Notice of tax sale -- Entries on record.

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(a) sent by certified and first class mail to the last-known recorded owner, the occupant of any improved property, and all other interests of record, as of the preceding March 15, at their last-known address; and

(b) published:

(i) four times in a newspaper published and having general circulation in the county, once in each of four successive weeks immediately preceding the date of sale; and

(ii) in accordance with Section 45-1-101 for four weeks immediately preceding the date of sale; and

(c) if no newspaper is published in the county, posted in five public places in the county, as determined by the auditor, at least 25 but no more than 30 days prior to the date of sale.

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(a) The notice sent by certified mail in accordance with Subsection (2)(a) shall include:

(i) the name and last-known address of the last-known recorded owner of the property to be sold;

(ii) the parcel, serial, or account number of the delinquent property; and

(iii) the legal description of the delinquent property.

(b) The notice published in a newspaper in accordance with Subsection (2)(b) shall include:

(i) the name and last-known address of the last-known recorded owner of each parcel of property to be sold; and

(ii) the street address or the parcel, serial, or account number of the delinquent parcels.

Amended by Chapter 388, 2009 General Session

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(b) The tax sale shall be conducted in May or June of the current year.

_____(month\day\year).

County Auditor

County

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(a) The notice sent by certified mail in accordance with Subsection (2)(a) shall include:

(i) the name and last-known address of the last-known recorded owner of the property to be sold;

(ii) the parcel, serial, or account number of the delinquent property; and

(iii) the legal description of the delinquent property.

(b) The notice published in a newspaper in accordance with Subsection (2)(b) shall include:

(i) the name and last-known address of the last-known recorded owner of each parcel of property to be sold; and

(ii) the street address or the parcel, serial, or account number of the delinquent parcels.

Amended by Chapter 388, 2009 General Session

59-2-1351.1 Tax sale -- Combining certain parcels -- Acceptable bids -- Deeds.

- (1)
 - (a) At the time specified in the notice the auditor shall:
 - (i) attend at the place appointed, offer for sale, and sell all real property for which an acceptable bid is made; and
 - (ii) refuse to offer a parcel of real property for sale if the description of the real property is so defective as to convey no title.
 - (b) The auditor may post at the place of sale a copy of the published list of real property to be offered and cry the sale by reference to the list rather than crying each parcel separately.
- (2)
 - (a) The tax commission shall establish, by rule, minimum procedural standards applicable to tax sales.
 - (b) For matters not addressed by commission rules, the county legislative body, upon recommendation by the county auditor, shall establish procedures, by ordinance, for the sale of the delinquent property that best protect the financial interest of the delinquent property owner and meet the needs of local governments to collect delinquent property taxes due.
- (3) The county governing body may authorize the auditor to combine for sale two or more contiguous parcels owned by the same party when:
 - (a) the parcels are a single economic or functional unit;
 - (b) the combined sale will best protect the financial interests of the delinquent property owner; and
 - (c) separate sales will reduce the economic value of the unit.
- (4) The governing body may accept any of the following bids:
 - (a) the highest bid amount for the entire parcel of property, however, a bid may not be accepted for an amount which is insufficient to pay the taxes, penalties, interest, and administrative costs; or
 - (b) a bid in an amount sufficient to pay the taxes, penalties, interest, and administrative costs, for less than the entire parcel.
 - (i) The bid which shall be accepted shall be the bid of the bidder who will pay in cash the full amount of the taxes, penalties, interest, and administrative costs for the smallest portion of the entire parcel.
 - (ii) The county auditor at the tax sale or the county legislative body following the tax sale shall reject a bid to purchase a strip of property around the entire perimeter of the parcel, or a bid to purchase a strip of the parcel which would prevent access to the remainder of the parcel by the redemptive owner or otherwise unreasonably diminish the value of that remainder.
 - (iii) If the bid accepted is for less than the entire parcel, the auditor shall note the fact, with a description of the property covered by the bid, upon the tax sale record and the balance of the parcel not affected by the bid shall be considered to have been redeemed by the owner.
- (5) The county legislative body may decide that none of the bids are acceptable.
- (6) Once the county auditor has closed the sale of a particular parcel of property as a result of accepting a bid on the parcel, the successful bidder or purchaser of the property may not unilaterally rescind the bid. The county legislative body, after acceptance of a bid, may enforce the terms of the bid by obtaining a legal judgment against the purchaser in the amount of the bid, plus interest and attorney's fees.
- (7) Any sale funds which are in excess of the amount required to satisfy the delinquent taxes, penalties, interest, and administrative costs of the delinquent property shall be treated as unclaimed property under Title 67, Chapter 4a, Unclaimed Property Act.

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 - (i) attend at the place appointed, offer for sale, and sell all real property for which an acceptable bid is made; and
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 - (ii) if the bid accepted is for less than the entire parcel, the auditor shall note the fact, with a description of the property covered by the bid, upon the tax sale record and the balance of the parcel not affected by the bid shall be considered to have been redeemed by the owner.
- (5) The county legislative body may decide that none of the bids are acceptable.
- (6) Once the county auditor has closed the sale of a particular parcel of property as a result of accepting a bid on the parcel, the successful bidder or purchaser of the property may not unilaterally rescind the bid. The county legislative body, after acceptance of a bid, may enforce the terms of the bid by obtaining a legal judgment against the purchaser in the amount of the bid, plus interest and attorney's fees.
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 - (ii) refuse to offer a parcel of real property for sale if the description of the real property is so defective as to convey no title.
- (b) The auditor may post at the place of sale a copy of the published list of real property to be offered and cry the sale by reference to the list rather than crying each parcel separately.

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- (a) The tax commission shall establish, by rule, minimum procedural standards applicable to tax sales.
- (b) For matters not addressed by commission rules, the county legislative body, upon recommendation by the county auditor, shall establish procedures, by ordinance, for the sale of the delinquent property that best protect the financial interest of the delinquent property owner and meet the needs of local governments to collect delinquent property taxes due.

(3) The county governing body may authorize the auditor to combine for sale two or more

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reject a bid to purchase a strip of property abutting the entire perimeter of the parcel, or a bid to purchase a strip of the parcel which would prevent access to the remainder of the parcel by the redemptive owner or otherwise unreasonably diminish the value of that remainder.

- (iii) If the bid accepted is for less than the entire parcel, the auditor shall note the fact, with a description of the property covered by the bid, upon the tax sale record and the balance of the parcel not affected by the bid shall be considered to have been redeemed by the owner.
- (5) The county legislative body may decide that none of the bids are acceptable.
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- (7) Any sale funds which are in excess of the amount required to satisfy the delinquent taxes, penalties, interest, and administrative costs of the delinquent property shall be treated as unclaimed property under Title 67, Chapter 4a, Unclaimed Property Act.

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 - (b) The auditor may post at the place of sale a copy of the published list of real property to be offered and cry the sale by reference to the list rather than crying each parcel separately.
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 - (a) The tax commission shall establish, by rule, minimum procedural standards applicable to tax sales.
 - (b) For matters not addressed by commission rules, the county legislative body, upon recommendation by the county auditor, shall establish procedures, by ordinance, for the sale of the delinquent property that best protect the financial interest of the delinquent property owner and meet the needs of local governments to collect delinquent property taxes due.
- (3) The county governing body may authorize the auditor to combine for sale two or more contiguous parcels owned by the same party when:
 - (a) the parcels are a single economic or functional unit;
 - (b) the combined sale will best protect the financial interests of the delinquent property owner;

(7) Any sale funds which are in excess of the amount required to satisfy the delinquent taxes, penalties, interest, and administrative costs of the delinquent property shall be treated as unclaimed property under Title 67, Chapter 4a, Unclaimed Property Act.

- (i) The bid which shall be accepted shall be the bid of the bidder who will pay in cash the full amount of the taxes, penalties, interest, and administrative costs for the smallest portion of the entire parcel.
 - (ii) The county auditor at the tax sale or the county legislative body following the tax sale shall reject a bid to purchase a strip of property around the entire perimeter of the parcel, or a bid to purchase a strip of the parcel which would prevent access to the remainder of the parcel by the redemptive owner or otherwise unreasonably diminish the value of that remainder.
 - (iii) If the bid accepted is for less than the entire parcel, the auditor shall note the fact, with a description of the property covered by the bid, upon the tax sale record and the balance of the parcel not affected by the bid shall be considered to have been redeemed by the owner.
- (5) The county legislative body may decide that none of the bids are acceptable.
- (6) Once the county auditor has closed the sale of a particular parcel of property as a result of accepting a bid on the parcel, the successful bidder or purchaser of the property may not unilaterally rescind the bid. The county legislative body, after acceptance of a bid, may enforce the terms of the bid by obtaining a legal judgment against the purchaser in the amount of the bid, plus interest and attorney's fees.
- (7) Any sale funds which are in excess of the amount required to satisfy the delinquent taxes, penalties, interest, and administrative costs of the delinquent property shall be treated as unclaimed property under Title 67, Chapter 4a, Unclaimed Property Act.

- (8) All money received upon the sale of property made under this section shall be paid into the county treasury, and the treasurer shall settle with the taxing entities as provided in Section 59-2-1366.
- (9)
 - (a) The county auditor shall, after acceptance by the county governing body, and in the name of the county, execute deeds conveying in fee simple all property sold at the public sale to the purchaser and attest this with the auditor's seal. Deeds issued by the county auditor under this section shall recite the following:
 - (i) the total amount of all the delinquent taxes, penalties, interest, and administrative costs which were paid in for the execution and delivery of the deed;
 - (ii) the year for which the property was assessed, the year the property became delinquent, and the year the property was subject to tax sale;
 - (iii) a full description of the property; and
 - (iv) the name of the grantee.
 - (b) When the deed is executed and delivered by the auditor, it shall be prima facie evidence of the regularity of all proceedings subsequent to the date the taxes initially became delinquent and of the conveyance of the property to the grantee in fee simple.
 - (c) The deed issued by the county auditor under this section shall be recorded by the county recorder.
 - (d) The fee for the recording shall be included in the administrative costs of the sale.
 - (e) The deed shall be substantially in the following form:

(b) When the deed is executed and delivered by the auditor, it shall be prima facie evidence of the regularity of all proceedings subsequent to the date the taxes initially became delinquent and of the conveyance of the property to the grantee in fee simple.

taxes assessed against it for the years _____ through _____ in the sum of \$ _____.

Dated _____ (month\day\year).

(Auditor's Seal)

County _____

By _____

County Auditor

Amended by Chapter 75, 2000 General Session

59-2-1351.3 No purchaser at tax sale -- Property struck off to county.

- (1) Any property offered for sale for which there is no purchaser shall be struck off to the county by the county auditor, who shall then:
 - (a) publicly declare substantially as follows: "All property here offered for sale which has not been struck off to a private purchaser is hereby struck off and sold to the county of ____ (naming the county), and I hereby declare the fee simple title of the property to be vested in the county";
 - (b) make an endorsement opposite each of the entries in the delinquency tax sale record described in Section 59-2-1338 substantially as follows: "The fee simple title to the property described in this entry in the year of ____, sold and conveyed to the county of ____ in payment of general taxes charged against the property"; and
 - (c) sign the auditor's name to the record.
- (2) The fee simple title to the property shall then vest in the county.
- (3) After following the procedures in Subsection (1), the auditor shall deposit the tax sale record with the county recorder. The record shall become a part of the official records of the recorder and is considered to have been recorded by the recorder.
- (4) The recorder shall make the necessary entries in the index, abstract record, and plat book showing the conveyance of all property sold and conveyed to the county pursuant to this section.

Amended by Chapter 75, 2000 General Session

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 - (a) publicly declare substantially as follows: "All property here offered for sale which has not been struck off to a private purchaser is hereby struck off and sold to the county of _____ (naming the county), and I hereby declare the fee simple title of the property to be vested in the county";
 - (b) make an endorsement opposite each of the entries in the delinquency tax sale record described in Section 59-2-1338 substantially as follows: "The fee simple title to the property described in this entry in the year of _____, sold and conveyed to the county of _____ in payment of general taxes charged against the property"; and
 - (c) sign the auditor's name to the record.
- (2) The fee simple title to the property shall then vest in the county.
- (3) After following the procedures in Subsection (1), the auditor shall deposit the tax sale record with the county recorder. The record shall become a part of the official records of the recorder and is considered to have been recorded by the recorder.

59-2-1351.3 No purchaser at tax sale -- Property struck off to county.

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 - (a) publicly declare substantially as follows: "All property here offered for sale which has not been struck off to a private purchaser is hereby struck off and sold to the county of _____ (naming the county), and I hereby declare the fee simple title of the property to be vested in the county";

59-2-1351.5 Disposition of property struck off to county.

(1)

- (a) All property acquired by the county under this part may be disposed of for a price and upon terms determined by the county legislative body.
- (b) If property is sold under a contract of sale and title remains in the county, the equity of the purchaser shall be subject to taxation as other taxable property.
- (c) The county clerk may execute deeds for all property sold under this subsection in the name of the county and attest the same by seal, vesting in the purchaser all of the title of all taxing entities in the real estate so sold.
- (d)
 - (i) Money received from the sale of property under this section shall first be applied to the cost of administering and supervising the property.
 - (ii) Any remaining money shall be apportioned to state and other taxing entities with an interest in the taxes last levied upon the property in proportion to their respective interests in the taxes.
 - (iii) The treasurer shall settle with the taxing entities on funds remaining as provided in Section 59-2-1366.
 - (iv) Money in excess of claims under this subsection shall be paid to the state treasurer and treated as unclaimed property under Title 67, Chapter 4a, Unclaimed Property Act.

59-2-1351.5 Disposition of property struck off to county.

(1)

- (a) All property acquired by the county under this part may be disposed of for a price and upon terms determined by the county legislative body.

- (d) If considered to be in the best interests of the county, the county executive may:
 - (i) enter into agreements for the pooling or unitizing of acreage with others for unit operations for the production of oil or gas, or both, and for the apportionment of oil or gas royalties, or both, on an acreage or other equitable basis; and
 - (ii) with the consent of its lessee, change any and all terms of leases issued by it to facilitate the efficient and economic production of oil and gas from the property under its jurisdiction.
- (e) All leases for mineral, asphalt, or oil and gas already entered into by county governing bodies are ratified.
- (3)
 - (a) Money received as rents from the rental or leasing of property held in the name of the county shall first be applied to the cost of administering and supervising the property.
 - (b) Any remaining money shall be apportioned to state and other taxing entities with an interest in the taxes last levied upon the property in proportion to their respective interests in the taxes.
 - (c) The treasurer shall settle with the taxing entities on funds remaining as provided in Section 59-2-1366.
 - (d) Money in excess of these claims shall be paid to the state treasurer and treated as unclaimed property under Title 67, Chapter 4a, Unclaimed Property Act.

Tax Commission Rule R884-24P-55

R884-24P-55. Counties to Establish Ordinance for Tax Sale Procedures Pursuant to Utah Code Ann. Section 59-2-1351.1.

A. "Collusive bidding" means any agreement or understanding reached by two or more parties that in any way alters the bids the parties would otherwise offer absent the agreement or understanding.

B. Each county shall establish a written ordinance for real property tax sale procedures.

C. The written ordinance required under B. shall be displayed in a public place and shall be available to all interested parties.

D. The tax sale ordinance shall address, as a minimum, the following issues:

R884-24P-55. Counties to Establish Ordinance for Tax Sale Procedures Pursuant to Utah Code Ann. Section 59-2-1351.1.

9. payments methods and procedures;
10. procedures for contesting bids and sales;
11. criteria for striking properties to the county;
12. procedures for disclosing properties withdrawn from the sale for reasons other than redemption; and
13. disclaimers by the county with respect to sale procedures and actions.

R884-24P-55. Counties to Establish Ordinance for Tax Sale Procedures Pursuant to Utah Code Ann. Section 59-2-1351.1.

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B. Each county shall establish a written ordinance for real property tax sale procedures.

6. procedures for recording tax deeds;
9. payments methods and procedures;
10. procedures for contesting bids and sales;
11. criteria for striking properties to the county;
12. procedures for disclosing properties withdrawn from the sale for reasons other than redemption; and
13. disclaimers by the county with respect to sale procedures and actions.

D. The tax sale ordinance shall address, as a minimum, the following issues:

1. bidder registration procedures;
2. redemption rights and procedures;
3. prohibition of collusive bidding;
4. conflict of interest prohibitions and disclosure requirements;
5. criteria for accepting or rejecting bids;
6. sale ratification procedures;
7. criteria for granting bidder preference;
8. procedures for recording tax deeds;
9. payments methods and procedures;
10. procedures for contesting bids and sales;
11. criteria for striking properties to the county;
12. procedures for disclosing properties withdrawn from the sale for reasons other than redemption; and
13. disclaimers by the county with respect to sale procedures and actions.

Salt Lake County Code 3.65
Tax Sale Procedures

Chapter 3.65 - TAX SALE PROCEDURES

Sections:

3.65.010 - Authority and purpose.

In accordance with the authority granted by Utah Code Annotated Section 59-2-1331 and to facilitate the sale of properties certified for Final Tax Sale and provide consistency of procedure, when, pursuant to Utah Code Annotated Section 59-2-1351.1, the county auditor conducts the final tax sale, the sale shall be conducted in accordance with this part and Chapter 3.66, where applicable.

(Ord. 1473 (part), 2001; Ord. 1339A § 1 (part), 1996)

3.65.020 - Bidder registration procedures.

- A. At the time specified in the Notice of Final Tax Sale as prescribed under Section 59-2-1351 of the Utah Code Annotated (1953), as amended, the county auditor shall offer for sale and sell all such real estate for which an acceptable bid is made.
- B. Any party wishing to bid on property offered for sale must register in advance and may be required to submit a written, sealed first bid accompanied by certified funds for an amount of not less than the tax, penalty, interest and costs as determined by the county treasurer. In the event that more than one bid is received prior to the time of sale of the property, the property will be offered and, upon completion of the bidding, will be awarded to the successful bidder. Certified funds must be deposited with the county treasurer in the amount equal to the bid price at the time the bid is accepted.
 - 1. If a bidder is the record owner of the property, or an agent of the record owner, or a contract buyer, no competitive bidding will be permitted. An agent shall include a personal representative or administrator, mortgage holder or trustee under a trust deed. In the event that a bid is made by such person, the property will be redeemed in the name of the record owner.

(Ord. 1473 (part), 2001; Ord. 1339A § 1 (part), 1996)

3.65.030 - Redemption rights and procedures.

- A. Property certified for sale may be redeemed on behalf of the record owner by any person at any time prior to the final tax sale.
- B. A person redeeming property must pay to the county treasurer all delinquent taxes, interest, penalties and administrative costs that have accrued on the property.
- C. If two or more persons own a piece of property on which a delinquency exists, any owner may redeem the owner's interest in the property upon payment of that portion of the taxes, interest, penalties and administrative costs which the owner's interest bears to the whole, as determined by the council.
- D. If any property is redeemed, the county treasurer shall make the proper entry in the record of tax sales filed in the treasurer's office and issue a certificate of redemption, which is prima facie evidence of the redemption, and may be recorded in the office of the county recorder without acknowledgment.
- E. Where the record owner is deceased, the property may be redeemed by and all documents issued in the name of the personal representative or administrator of the estate. If the estate of the deceased owner has not yet been probated, the delinquent taxes may be paid in the name of the deceased record owner. No redemption certificate will be issued until a personal representative or administrator for the estate has been appointed.

(Ord. 1473 (part), 2001; Ord. 1339A § 1 (part), 1996)

3.65.040 - Prohibition of collusive bidding.

Collusive bidding is prohibited. Collusive bidding is defined as any agreement or understanding reached by two or more parties that changes the bids the parties would otherwise offer absent the agreement or understanding.

(Ord. 1339A § 1 (part), 1996)

3.65.050 - Conflict of interest prohibitions and disclosure requirements.

- A. No officer or employee of any county office connected with the tax sale may bid on or benefit from the purchase of property offered for sale, directly or indirectly, except where the officer or employee is the record owner, an heir or personal representative of a deceased record owner or an abutting property owner.
- B. When an officer or employee of an office involved in the conduct of the tax sales knows that a relative or business associate desires to participate in the tax sale, the officer or employee shall make complete written disclosure of the relationship prior to the sale.

(Ord. 1473 (part), 2001; Ord. 1339A § 1 (part), 1996)

3.65.060 - Criteria for accepting or rejecting bids.

- A. At Final Tax Sale, only the highest bid amount for the entire parcel of property may be accepted. A bid may not be accepted for an amount which is insufficient to pay the taxes, penalties, interest and administrative costs.
- B. The council may find that none of the bids are acceptable.

(Ord. 1766, § II, 4-22-2014; Ord. 1473 (part), 2001; Ord. 1339A § 1 (part), 1996)

3.65.070 - Criteria for granting bidder preference.

Parcels meeting the following criteria shall be sold without competitive bidding as an entire parcel only:

- A. The parcel that has been determined not to be an economically viable unit of property to other than a preferential interest based upon consideration of such characteristics as size, shape, access, zoning, or other factors that may affect the economic value and use of the parcel.
- B. A non-preference sale of the parcel would create a nuisance and/or cloud upon an existing interest in the property and could unreasonably diminish the value of such an interest.
- C. Priority of Preference.
 - 1. First priority is given to any possessory interest;
 - 2. If no possessory interest exists, priority is given to abutting property owners;
 - 3. If there is a conflict between two or more possessory interests or two or more abutting property owners, the auditor may direct that the property be bid as between the two conflicting possessory interests.

(Ord. 1473 (part), 2001; Ord. 1339A § 1 (part), 1996)

3.65.080 - Sale ratification procedures.

All accepted bids will be submitted to the council for ratification.

(Ord. 1473 (part), 2001; Ord. 1339A § 1 (part), 1996)

3.65.090 - Procedures for recording tax deeds.

- A. Upon payment, the county treasurer will issue a temporary receipt. Within sixty days of the date of the sale and after approval of all sales by the council, the county auditor will issue and record the tax deed, and mail the recorded deed to the name and address listed on the bid sheet and bidder registration form. Deeds issued by the county auditor shall recite the following:
 - 1. The total amount of all the delinquent taxes, penalties, interest and administrative costs which were paid for the execution and delivery of the deed;
 - 2. The year for which the property was assessed, the year the property became delinquent, and the year the property was subject to tax sale;
 - 3. A full description of the property; and
 - 4. The name of the grantee.
- B. When the deed is executed and delivered by the auditor, it shall be prima facie evidence of the regularity of all proceedings subsequent to the date the taxes initially became delinquent and of the conveyance of the property to the grantee in fee simple.
- C. The deed issued by the county auditor under this section shall be recorded by the county recorder.
- D. The fee for the recording shall be included in the administrative costs of the sale.

(Ord. 1473 (part), 2001; Ord. 1339A § 1 (part), 1996)

3.65.100 - Payment methods and procedures.

- A. For redemptions after the date of certification for sale, all amounts must be paid in cash or with funds acceptable to the treasurer. For post-certification redemptions, an administrative fee is added to delinquencies.
- B. Property will be auctioned by class. When property has been bid and sold, purchasers must remit the full amount bid for the purchase in cash or certified funds. In the event that a bidder is unable to produce the total amount at that time, his/her bid shall be considered null and void and the property shall be resold by the county auditor.

(Ord. 1473 (part), 2001; Ord. 1339A § 1 (part), 1996)

3.65.110 - Procedures for contesting bids and sales.

Any person wishing to contest any action taken in conjunction with the tax sale must file a written protest containing all relevant information and arguments with the council within ten days after the date of the tax sale. The council need not grant hearings for purposes of reviewing a contested bid or sale, but may render a decision based upon all information within the possession of the county following a review of submissions. The council may award the property to one of the bidders, reject all bids and order it re-offered for sale, or, upon a finding that it is in the best public interest, withdraw the property from the sale.

(Ord. 1473 (part), 2001; Ord. 1339A § 1 (part), 1996)

3.65.120 - Criteria for striking properties to the county.

- A. Any property offered for sale for which there is no purchaser and which it is not in the public interest to withdraw and recertify to a subsequent sale, shall be struck off to the county by the county auditor, who shall then:
1. Publicly declare substantially as follows: "All property here offered for sale which has not been struck off to a private purchaser is hereby struck off and sold to the County of Salt Lake, and I hereby declare the fee simple title of the property to be vested in the County."
 2. Make an endorsement opposite each of the entries in the delinquency tax sale record described in Section 59-2-1338, Utah Code Annotated, substantially as follows: "The fee simple title in the property described in this entry in the year of _____ sold and conveyed to the County of Salt Lake in payment of general taxes charged to the property"; and
 3. Sign the auditor's name to the record.
- B. The fee simple title shall then vest in the county.

(Ord. 1473 (part), 2001; Ord. 1339A § 1 (part), 1996)

3.65.130 - Procedures for disclosing properties withdrawn from the sale for reasons other than redemption.

The county auditor, with the approval of the council, may withdraw from the sale property having title, description or other deficiencies, or property which is found to be in the best interest of the public to withdraw from sale. Property so withdrawn from such sale may be recertified to a subsequent sale if the cause of the original withdrawal has been remedied. Recertification must be approved or ratified by the council.

(Ord. 1473 (part), 2001; Ord. 1339A § 1 (part), 1996)

3.65.140 - Disclaimers by the county with respect to sale procedures and actions.

Properties sold during the tax sale shall be conveyed by tax deed. This form of deed is not a warranty deed. The county makes no representations as to the title conveyed, nor as to the purchaser's right of possession of the property. Similarly, the county makes no warranties or representations as to whether the property is buildable or developable, nor does the county make any representations regarding whether the property complies with applicable zoning regulations. The county does not warrant or represent that any property purchased during the tax sale is habitable or in any particular condition. The county also makes no warranties or representations regarding the accuracy of the assessment of the property or the accuracy of the description of the real estate or improvements therein.

(Ord. 1339A § 1 (part), 1996)

Salt Lake County Code 3.66
Tax Sale of Contaminated Property

Chapter 3.66 - TAX SALE OF CONTAMINATED PROPERTIES

Sections:

3.66.010 - Purpose.

The purpose of this policy is to set out the circumstances under which the council deems it in the best interest of the public for the county auditor to withdraw environmentally contaminated property scheduled for final tax sale from that sale and to designate appropriate procedures governing the sale of such properties.

(Ord. 1473 (part), 2001; Ord. 1339B § 1 (part), 1996)

3.66.020 - Legislative findings.

The council makes the following findings with respect to the sale of environmentally contaminated properties and the ability of the county to manage, control, and direct the sale of those properties and the management of any properties which might come into county ownership.

- A. The county finds that it has insufficient resources to manage properties impacted by environmental contamination which might be struck to the county at a final tax sale.

Chapter 3.66 - TAX SALE OF CONTAMINATED PROPERTIES

specialized advertising and bidding procedures not generally applicable to other tax sale properties.

- E. The best public interest requires that the properties with environmental contamination be withdrawn from the final tax sale when either further information is required with respect to the subject property or no acceptable bids are received either prior to or at the sale.

(Ord. 1473 (part), 2001; Ord. 1339B § 1 (part), 1996)

3.66.030 - Research and disclosure.

- A. In the first year a property is subject to final tax sale and environmental concerns are alleged or discovered, the property will be withdrawn from the sale unless the county can comply with the balance of the policy and procedures set out in this chapter.
- B. After initial withdrawal, the county auditor may acquire and place on file information which is readily available from public sources relating to the alleged contamination. Such information may include sites in Utah listed on the Nation Priorities List ("NPL"), the Comprehensive Environmental Response, Compensation and Liability Information System ("CERCLIS"), and the Leaking Underground Storage Tank ("LUST") list. Such information will be made available in the offices of the county auditor for inspection by any member of the public. The county makes no representation that the information on file is accurate, exhaustive or complete. Potential bidders are encouraged to conduct such other research consistent with ASTM Standard E-1527-93 (Standard Practice for Environmental Site Assessments) as they deem necessary or appropriate. Information maintained with respect to any parcel may be supplemented by the county or any other party at any time prior to the sale.

3.66.020 - Legislative findings.

The council makes the following findings with respect to the sale of environmentally contaminated properties and the ability of the county to manage, control, and direct the sale of those properties and the management of any properties which might come into county ownership.

- A. The county finds that it has insufficient resources to manage properties impacted by environmental contamination which might be struck to the county at a final tax sale.
- B. The county lacks the resources to coordinate or perform either the remediation of contaminated properties or litigation directed to establishing responsible parties and pro rata contribution by those parties.
- C. The involuntary acquisition of such properties by Salt Lake County and the ongoing responsibility for their management at public expense is not in the public interest.
- D. The effective solicitation of bids for properties with environmental contamination requires specialized advertising and bidding procedures not generally applicable to other tax sale properties.
- E. The best public interest requires that the properties with environmental contamination be withdrawn from the final tax sale when either further information is required with respect to the subject property or no acceptable bids are received either prior to or at the sale.

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(Ord. 1473 (part), 2001; Ord. 1339B § 1 (part), 1996)

3.66.040 - Sale procedures.

A. Notice.

1. Notice of the potential sale shall be given as required by law to all interests of record.
2. Public notice shall be given by advertising at such times and frequency as are provided for by law. Properties alleged to be affected by environmental contamination shall be segregated in the final tax sale notice with a designation that environmental contamination has been alleged with respect to the properties.

B. Diminution of Original Parcel Not Allowed.

1. The council determines that it is not in the public interest to allow the environmentally affected portions of any parcel to be severed from the balance of the property and accordingly will not accept bids for diminishing portions of the property. Full parcels only will be sold to the bidder

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sale and recertified to a subsequent sale or subject to county council approval, may if no qualifying bid is received, strike the property to the county.

- D. Excess Receipts. Any amount in excess of the taxes, penalty, interest and costs will be transferred to the State Treasurer as required by statute. For purposes of this chapter, costs shall include not only the standard administrative fee established by the council for all properties offered at final tax sale, but also any additional expenses incurred by the county in acquiring and making available for inspection evidence related to alleged contamination and any additional advertising costs incurred as a result of complying with this chapter.

(Ord. 1628 § 2, 2008; Ord. 1610 § 2, 2007; Ord. 1473 (part), 2001; Ord. 1339B § 1 (part), 1996)

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2. Aggregation of Parcels. Two or more contiguous parcels owned by the same owner may be combined when:
 - a. The parcels are a single economic or functional unit;
 - b. The combined sale will best protect the financial interest of the delinquent property owner; and
 - c. Separate sales will reduce the economic value of the unit by reducing the likelihood of remediation or the likelihood that the contaminated parcel or portion of any parcel will be sold.

complying with this chapter.

(Ord. 1628 § 2, 2008; Ord. 1610 § 2, 2007; Ord. 1473 (part), 2001; Ord. 1339B § 1 (part), 1996)

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C. Registration. Any party wishing to bid on environmentally affected property offered for sale must register in advance and submit a written, sealed bid accompanied by certified funds for an amount of not less than the tax, penalty, interest and costs as determined by the county treasurer; and submit in conjunction with the submission of its sealed bid, an executed indemnification and release agreement and an executed environmental covenant, copies of which are available from the county auditor at least twenty calendar days prior to the day of the tax sale. The successful bidder must agree to the recordation of the environmental covenant, if in the opinion of the county it is deemed necessary. In the event one or more bids are received prior to the time of sale of the property, the property will be offered and, upon completion of the bidding, will be awarded to the highest bidder. Certified funds must be on deposit with the county treasurer in the amount equal to the bid price at the time the bid is offered and accepted. If no qualifying bid is received, the auditor shall cause the property to be withdrawn from sale and recertified to a subsequent sale or subject to county council approval, may if no qualifying bid is received, strike the property to the county.

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Environmental Release and Indemnity

ENVIRONMENTAL INDEMNITY AND RELEASE AGREEMENT

The Seller and Purchaser acknowledge that the sale by Seller and acceptance by Purchaser of the real property and improvements located at 48 S Jeremy St., SLC, Utah, parcel number 15-02-205-006-0000, more particularly described as [INSERT LEGAL DESCRIPTION] ("Property") is "As Is" and "With All Faults" and the Seller makes no representations or warranties regarding the absence or presence of environmental hazards, including but not limited to chemicals, solid waste, hazardous wastes, and hazardous substances, which may be on, in, or under the Property, and the Seller makes no representations or warranties regarding the compliance of prior uses on or present conditions of the Property under applicable federal, state and local environmental laws including, but not limited to, the Resource Conservation and Recovery Act ("RCRA"), 41 U.S.C. Sections 6901 *et seq.*; the Solid and Hazardous Waste Act, Sections 19-6-101 *et seq.*, Utah Code Ann., 1953 as amended; the Clean Air Act, 42 U.S.C. Sections 7401 *et seq.*; the Air Conservation Act, Sections 19-2-101 *et seq.*, Utah Code Ann., 1953 as amended; the Federal Water Pollution Control Act, 33 U.S.C. Sections 1251 *et seq.*; the Water Quality Act, Sections 19-5-101 *et seq.*, Utah Code Ann., 1953 as amended; the Toxic Substances Control Act, 15 U.S.C. Sections 2601 *et seq.*; the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sections 9601 *et seq.*; the Hazardous Substances Mitigation Act, 19-6-301 *et seq.*, Utah Code Ann., 1953 as amended; the Underground Storage Tank Act, 19-6-401 *et seq.*, Utah Code Ann., 1953 as amended; and the Used Oil Management Act, 19-6-701 *et seq.*, Utah Code Ann., including any amendments thereto (for all).

The Purchaser acknowledges that it has been given the opportunity to make a reasonable investigation of the prior uses and existing conditions of the Property and that Seller has made a good faith disclosure of such prior uses and existing conditions of which the Seller is aware. The "caveat emptor" motive applies and Purchaser understands its obligation to inspect the Property.

The Purchaser acknowledges that Purchaser has been given an opportunity to review the county auditor's file, which contains information regarding the environmental conditions of the property, which the county has collected from public sources. The Purchaser further acknowledges that Purchaser has been given an opportunity to review this Environmental Indemnity and Release Agreement prior to the date scheduled for the May Tax Sale.

The Purchaser hereby agrees to release, hold harmless, indemnify and defend Seller from any and all claims, demands, and causes of action of whatsoever nature, including without limitation, all claims, demands, administrative actions and causes of action for contribution, indemnity, strict liability, or negligence, assessment, fines, penalties, or fault of any kind, on the part of the Seller, and also including without limitation, any judgment or settlement, all costs, expenses, and legal fees paid by or incurred by Seller in defending or that in any way relate to or arise out of any alleged noncompliance under any environmental laws including natural resources damages whether asserted by any natural person, government, or any other entity or organization.

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The Purchaser hereby agrees to release, hold harmless, indemnify and defend Seller from any and all claims, demands, and causes of action of whatsoever nature, including without limitation, all claims, demands, administrative actions and causes of action for contribution, indemnity, strict liability, or negligence, assessment, fines, penalties, or fault of any kind, on the part of the Seller, and also including without limitation, any judgment or settlement, all costs, expenses, and legal fees paid by or incurred by Seller in defending or that in any way relate to or arise out of any alleged noncompliance under any environmental laws including natural resources damages whether asserted by any natural person, government, or any other entity or organization.

ENVIRONMENTAL INDEMNITY AND RELEASE AGREEMENT

The Seller and Purchaser acknowledge that the sale by Seller and acceptance by Purchaser of the real property and improvements located at 48 S Jeremy St., SLC, Utah, parcel number 15-02-205-006-0000, more particularly described as [INSERT LEGAL DESCRIPTION] ("Property") is "As Is" and "With All Faults" and the Seller makes no representations or warranties regarding the absence or presence of environmental hazards, including but not limited to chemicals, solid waste, hazardous wastes, and hazardous substances, which may be on, in, or under the Property, and the Seller makes no representations or warranties regarding the compliance of prior uses on or present conditions of the Property under applicable federal, state and local environmental laws including, but not limited to, the Resource Conservation and Recovery Act ("RCRA"), 41 U.S.C. Sections 6901 *et seq.*; the Solid and Hazardous Waste Act, Sections 19-6-101 *et seq.*, Utah Code Ann., 1953 as amended; the Clean Air Act, 42 U.S.C. Sections 7401 *et seq.*; the Air Conservation Act, Sections 19-2-101 *et seq.*, Utah Code Ann., 1953 as amended; the Federal Water Pollution Control Act, 33 U.S.C. Sections

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By executing this Environmental Indemnity and Release Agreement, Purchaser acknowledges that Purchaser has read this Agreement, understands the contents hereof, has been advised and had the opportunity to seek independent counsel of choice, and hereby certifies that Purchaser has freely and voluntarily executed this Environmental Indemnity and Release Agreement. But for the execution of this Environmental Indemnity and Release Agreement, Seller would not have sold the Property.

This indemnity shall survive closing or transfer of title.

DATED this _____ day of _____, 2015.

SALT LAKE COUNTY

By: _____
Title:
SELLER

DATED this _____ day of _____, 2015.

PURCHASER

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SALT LAKE COUNTY

By: _____
Title:
SELLER

DATED this _____ day of _____, 2015.

PURCHASER

Environmental Covenant

Utah Code Ann. § 57-25-101 et seq.

When Recorded Return To:

ENVIRONMENTAL COVENANT

This Environmental Covenant is entered into by [NAME], a Utah LLC, of the State of Utah ("Owner"), Salt Lake County, a body corporate and politic of the State of Utah ("County"), and the Utah Department of Environmental Quality ("DEQ") pursuant to Utah Code Ann., Sections 57-25-101 *et seq.*, for the purpose of subjecting the real Property described in paragraph 2 below to the activity and use limitations set forth herein. Owner, County and DEQ are sometimes jointly referred to hereinafter as the "Parties."

The Property includes the location of the former [DESCRIPTION OF PROPERTY] Superfund Site located at [ADDRESS] in Salt Lake City. The site was operated as a hazardous waste storage, treatment and petroleum recycling facility. Site operations were shut down in February 1988, after a notice of violation was issued by DEQ to the Petrochem Recycling Corporation. In November 1988, the U.S. Environmental Protection Agency's ("EPA") Region VIII Emergency Response Branch initiated an emergency surface removal action at the site. Following an assessment, the site was listed on the National Priorities List ("NPL") on October 14, 1992.

Following a remedial investigation and feasibility study, EPA selected a remedy for the site contained in a final Record of Decision ("ROD") dated September 27, 1996. An agreement in the form of a Consent Decree was negotiated to implement the remedy selected in the ROD (Docket No. CERCLA (106) VIII-98-05). The Consent Decree was entered on April 27, 1998 in the U.S. District Court for Utah. The remedial action, including building demolition, soil excavation and off site disposal, removal and disposal of surface storage tanks and drums, underground tank removals and off site disposal, excavation and off site incineration of recovered LNAPL, treatment and discharge of remediation derived water, and backfilling of excavations with clean soil was completed in compliance with the ROD and a final inspection was conducted on September 10, 2002. Hazardous substances above health-based levels were removed from the site. Confirmatory sampling verified that the site achieved the ROD cleanup objectives for soil and groundwater. The final site close out report determined that the site can be returned to an industrial type use. The site was subsequently deleted from the NPL effective June 30, 2003. A complete copy of the administrative record for the site is available for review at:

U.S. Environmental Protection Agency Region 8 Superfund Records Center
1595 Wynkoop Street
Denver, Colorado 80202

The Parties have determined that because some potentially contaminated subsurface soils may remain on site, the following Institutional Controls are appropriate.

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The Parties have determined that because some potentially contaminated subsurface soils may remain on site, the following Institutional Controls are appropriate.



NOW, THEREFORE, the Parties agree to the following:

1. Environmental Covenant. This instrument is an environmental covenant developed and executed pursuant to Utah Code Ann., Sections 57-25-101 *et seq.*
2. Property. This Environmental Covenant concerns a seven acre parcel of real property located at [ADDRESS] in Salt Lake City, Salt Lake County, Utah, comprising parcel numbers: [PARCEL NUMBERS].
3. Former Owner. [NAME], the former owner of the property, abandoned the property in bankruptcy proceedings. Delinquent property taxes were not paid and the property went to a final tax sale on [DATE]. Owner, submitted a bid on the Property pursuant to Section 59-2-1351.1, Utah Code Ann., and received a tax deed from the County. Consistent with paragraph 6 herein, the obligations of the Owner are imposed on assigns and successors in interest, including any future owner of any interest in the Property or any portion thereof, including, but not limited to, owners of an interest in fee simple, mortgagees, easement holders, and/or lessees (“Transferee”).
4. Holder. Owner, whose address is [ADDRESS], is the “Holder” of this Environmental Covenant, as defined in Utah Code Ann., Section 57-25-102(6).
5. Activity and Use Limitations. As part of the removal action described in the administrative record, Owner hereby imposes and agrees to comply with the following activity and use limitations:
 - a. Land Use
 - i. The property is currently zoned “M2” by Salt Lake City for industrial use. Residual contamination may remain in the surface soil on the site but the levels are consistent with an industrial use. Elevated levels of subsurface contamination may exist.
 - ii All future uses of the property must, therefore, be consistent with uses allowed in an industrial zone. Any change in land use may require additional remediation.
 - b. Notification
 - i. Owner must notify DEQ of any excavation of and removal of subsurface contaminated soils.
 - c. Worker Health and Safety
 - i. Owner shall develop worker protection and site safety & health plans for the excavation and removal of subsurface contaminated soils.
 - d. Handling, Transport and Disposal
 - i. Excavated subsurface contaminated soils must be handled, transported and disposed of in accordance with plans reviewed by DEQ.
6. Running with the Land. This Environmental Covenant shall be binding upon the

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7. Compliance Enforcement. Compliance with this Environmental Covenant may be enforced pursuant to Utah Code Ann., Section 57-25-111. Failure to timely enforce compliance with this Environmental Covenant or the activity and use limitations contained herein by any Party shall not bar subsequent enforcement by such Party and shall not be deemed a waiver of the Party's right to take action to enforce any non-compliance. Nothing in this Environmental Covenant shall restrict the DEQ from exercising authority under applicable law.
8. Rights of Access. Owner hereby grants to DEQ, their respective agents, contractors, and employees, a right of access to the Property for implementation and enforcement of this Environmental Covenant.
9. Notice upon Conveyance. Each instrument hereafter conveying any interest in the Property or any portion of the Property shall contain a notice of the activity and use limitations set forth in this Environmental Covenant, and provide the recorded location of this Environmental Covenant. The notice shall be substantially in the following form:

The interest conveyed hereby is subject to an Environmental Covenant, dated , 20__ , recorded in the official records of the Salt Lake County Recorder on _____, 20__ , Entry No. _____, Book _____, Page _____. The Environmental Covenant contains the following activity and use limitations:

 - a. Land Use
 - i. The Property is currently zoned "M2" by Salt Lake City for industrial use. Residual contamination may remain in the surface soil on the site but the levels are consistent with an industrial use. Elevated levels of subsurface contamination may exist at depths below fifteen (15) feet.
 - ii. All future uses of the Property must, therefore, be consistent with uses allowed in an industrial zone. Any change in land use may require additional remediation.
 - b. Worker Health and Safety
 - i. Owner shall develop worker protection and site safety & health plans approved by DEQ for the excavation and removal of subsurface contaminated soils.
 - c. Handling, Transport and Disposal
 - i.. Excavated subsurface contaminated soils must be handled, transported and disposed of in accordance with plans reviewed by DEQ.
 - d. Notification
 - i. Owner must notify DEQ of removal of subsurface contaminated soils.
10. Representations and Warranties. Owner hereby represents and warrants to the other

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 - i. Excavated subsurface contaminated soils must be handled, transported and disposed of in accordance with plans reviewed by DEQ.
- d. Notification
 - i. Owner must notify DEQ of removal of subsurface contaminated soils.

10. Representations and Warranties. Owner hereby represents and warrants to the other

signatories hereto:

- a. That the Owner is the sole owner of the Property;
- b. That the Owner holds legal title to the Property;
- c. That the Owner has the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder;
- d. That the Owner has identified all other persons that own an interest in or hold an encumbrance on the Property and notified such persons of the Owner's intention to enter into this Environmental Covenant; and
- e. That this Environmental Covenant will not materially violate or contravene or constitute a material default under any other agreement, document or instrument to which Owner is a party or by which Owner may be bound or affected.

11. Amendment or Termination. This Environmental Covenant may be amended or terminated only by a written instrument duly executed by all of the following: The Owner or Transferee, County and DEQ, pursuant to Utah Code Ann., Section 57-25-110 and other applicable law. The term, "Amendment," as used in this Environmental Covenant, shall mean any changes to the Environmental Covenant, including the activity and use limitations set forth herein, or the elimination of one or more activity and use limitations when there is at least one limitation remaining. The term, "Termination," as used in this Environmental Covenant, shall mean the elimination of all activity and use limitations set forth herein and all other obligations under this Environmental Covenant. Within thirty (30) days of signature by all requisite parties on any amendment or termination of this Environmental Covenant, the Owner shall file such instrument for recording with the Salt Lake County Recorder's Office, and shall provide a file and date-stamped copy for the recorded instrument to the County and DEQ.
12. Severability. If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.
13. Governing Law. This Environmental Covenant shall be governed by and interpreted in accordance with the laws of the State of Utah.
14. Recordation. Within (30) days after the date of the final required signatures on this Environmental Covenant, Owner shall file this Environmental Covenant for recording, in the same manner as a deed to the Property, with the Salt Lake County Recorder's Office.
15. Effective Date. The effective date of this Environmental Covenant shall be the date upon which the fully executed Environmental Covenant has been recorded as a document of record for the Property with the Salt Lake County Recorder.
16. Distribution of Environmental Covenant. The Owner shall distribute a file and date-stamped copy of the recorded Environmental Covenant to DEQ and Salt Lake

signatories hereto:

- a. That the Owner is the sole owner of the Property;
- b. That the Owner holds legal title to the Property;
- c. That the Owner has the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder;
- d. That the Owner has identified all other persons that own an interest in or hold an encumbrance on the Property and notified such persons of the Owner's intention to enter into this Environmental Covenant; and

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- d. That the Owner has identified all other persons that own an interest in or hold an encumbrance on the Property and notified such persons of the Owner's intention to enter into this Environmental Covenant; and
- e. That this Environmental Covenant will not materially violate or contravene or constitute a material default under any other agreement, document or instrument to which Owner is a party or by which Owner may be bound or affected.

11. Amendment or Termination. This Environmental Covenant may be amended or terminated only by a written instrument duly executed by all of the following: The Owner or Transferee, County and DEQ, pursuant to Utah Code Ann., Section 57-25-110 and other applicable law. The term, "Amendment," as used in this Environmental Covenant, shall mean any changes to the Environmental Covenant, including the activity and use limitations set forth herein, or the elimination of one or more activity and use limitations when there is at least one limitation remaining. The term, "Termination," as used in this Environmental Covenant, shall mean the elimination of all activity and use limitations set forth herein and all other obligations under this Environmental Covenant. Within thirty (30) days of signature by all requisite parties on any amendment or termination of this Environmental Covenant, the Owner shall file such instrument for recording with the Salt Lake County Recorder's Office, and shall provide a file and date-stamped copy for the recorded instrument to the County and DEQ.

12. Severability. If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

13. Governing Law. This Environmental Covenant shall be governed by and interpreted in accordance with the laws of the State of Utah.

14. Recordation. Within (30) days after the date of the final required signatures on this Environmental Covenant, Owner shall file this Environmental Covenant for recording, in the same manner as a deed to the Property, with the Salt Lake County Recorder's Office.

15. Effective Date. The effective date of this Environmental Covenant shall be the date upon which the fully executed Environmental Covenant has been recorded as a document of record for the Property with the Salt Lake County Recorder.

16. Distribution of Environmental Covenant. The Owner shall distribute a file and date-stamped copy of the recorded Environmental Covenant to DEQ and Salt Lake

signatories hereto:

- a. That the Owner is the sole owner of the Property;
- b. That the Owner holds legal title to the Property;
- c. That the Owner has the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder;

11. Amendment or Termination. This Environmental Covenant may be amended or terminated only by a written instrument duly executed by all of the following: The Owner or Transferee, County and DEQ, pursuant to Utah Code Ann., Section 57-25-110 and other applicable law. The term, "Amendment," as used in this Environmental Covenant, shall mean any changes to the Environmental Covenant, including the activity and use limitations set forth herein, or the elimination of one or more activity and use limitations when there is at least one limitation remaining. The term, "Termination," as used in this Environmental Covenant, shall mean the elimination of all activity and use limitations set forth herein and all other obligations under this Environmental Covenant. Within thirty (30) days of signature by all requisite parties on any amendment or termination of this Environmental Covenant, the Owner shall file such instrument for recording with the Salt Lake County Recorder's Office, and shall provide a file and date-stamped copy for the recorded instrument to the County and DEQ.

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Health Code

Admin Code R392-600

R392. Health, Disease Control and Prevention, Environmental Services.

R392-600. Illegal Drug Operations Decontamination Standards.

R392-600-1. Authority and Purpose.

- (1) This rule is authorized under Section 19-6-906.
- (2) This rule sets decontamination and sampling standards and best management practices for the inspection and decontamination of property contaminated by illegal drug operations.

R392-600-2. Definitions.

The following definitions apply in this rule:

(1) "Background concentration" means the level of a contaminant in soil, groundwater or other media up gradient from a facility, practice or activity that has not been affected by the facility, practice or activity; or other facility, practice or activity.

(2) "Decontamination specialist" means an individual who has met the standards for certification as a decontamination specialist and has a currently valid certificate issued by the Solid and Hazardous Waste Control Board, as defined under Utah Code Subsection 19-6-906(2).

(3) "Chain-of-custody protocol" means a procedure used to document each person that has had custody or control of an environmental sample from its source to the analytical laboratory, and the time of possession of each person.

(4) "Characterize" means to determine the quality or properties of a material by sampling and testing to determine the concentration of contaminants, or specific properties of the material such as flammability or corrosiveness.

(5) "Combustible" means vapor concentration from a liquid that has a flash point greater than 100 degrees F.

(6) "Confirmation sampling" means collecting samples during a preliminary assessment or upon completion of decontamination activities to confirm that contamination is below the decontamination standards outlined in this rule.

(7) "Contaminant" means a hazardous material.

(8) "Contamination" or "contaminated" means polluted by hazardous materials that cause property to be unfit for human habitation or use due to immediate or long-term health hazards.

(9) "Corrosive" means a material such as acetic acid, acetic anhydride, acetyl chloride, ammonia (anhydrous), ammonium hydroxide, benzyl chloride, dimethylsulfate, formaldehyde, formic acid, hydrogen chloride/hydrochloric acid, hydrobromic acid, hydroiodic acid, hydroxylamine, methylamine, methylene chloride (dichloromethane, methylene dichloride), methyl methacrylate, nitroethane, oxalylchloride, perchloric acid, phenylmagnesium bromide, phosphine, phosphorus oxychloride, phosphorus pentoxide, sodium amide (sodamide), sodium metal, sodium hydroxide, sulfur trioxide, sulfuric acid, tetrahydrofuran, thionyl chloride or any other substance that increases or decreases the pH of a material and may cause degradation of the material.

(10) "Decontamination" means treatment or removal of contamination by a decontamination specialist or owner of record to reduce concentrations of contaminants below the decontamination standards.

R392. Health, Disease Control and Prevention, Environmental Services.

R392-600. Illegal Drug Operations Decontamination Standards.

R392-600-1. Authority and Purpose.

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R392. Health, Disease Control and Prevention, Environmental Services.

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Health Regulation #32

Chemically Contaminated Properties Regulation

Salt Lake County Health Department

Health Regulation

#32

**CHEMICALLY CONTAMINATED
PROPERTIES REGULATION**

**Adopted by the Salt Lake County Board of Health
July 12, 2001**

**Amended
May 4, 2006
June 4, 2009
April 1, 2010
November 1, 2012
June 6, 2013**

**Under Authority of
Utah Code Ann. § 26A-1-114**

Salt Lake County Health Department

Health Regulation

#32

**CHEMICALLY CONTAMINATED
PROPERTIES REGULATION**

Under Authority of
Utah Code Ann. § 26A-1-114

Case Studies...

- Petrochem Recycling Corp. / Ekotek
- Meth House
- Gilbert Property

Questions, Doubts, Complaints...

Don't get shot...