Mayor's Office: Council Agenda Item Request Form

This form and supporting documents (if applicable) are due the Wednesday before the COW meeting by noon.

Date Received	
(office use)	

Date of Request	05/16/2018
Requesting Staff Member	Derrick Sorensen
Requested Council Date	05/22/2018
Topic/Discussion Title	RE 3762 Tax Deed - Osvaldo Mendoza
Description	The County Owns a parcel of Real Property 8-09-251-012 at approximately 3130 N 2200 W, SLC, UT. Mr Mendoza owns all of the surrounding property of the parcel. The property is not in public use and is available for disposition.
Requested Action ¹	Consent Agenda
Presenter(s)	Derrick Sorensen
Time Needed ²	>5 minutes
Time Sensitive ³	No
Specific Time(s) ⁴	No ·
Will You Be Providing a PowerPoint?	☐ Yes ■ No
Will You Be Providing Back-Up Documentation or Handouts?	■ Yes □ No
Please attach supporting documentation you plan to provide for the packets to this form. While not ideal, if supporting documents are not yet ready, you can still submit them by 10 am the Friday morning prior to the COW agenda. Items without documentation may be taken off for consideration at that COW meeting.	

Mayor or Designee approval:

¹ What you will ask the Council to do (e.g., discussion only, appropriate money, adopt policy/ordinance) – in specific terms.

² Assumed to be 10 minutes unless otherwise specified.
3 Urgency that the topic to schedule on the requested date.

⁴ If important to schedule at a specific time, list a few preferred times.





SIM GILL DISTRICT ATTORNEY



Jeffrey William Hall Chief Deputy Justice Division

Blake Nakamura Chief Deputy Justice Division

Ralph Chamness Chief Deputy Civil Division

Lisa Ashman Administrative Operations

May 11, 2018

Derrick L. Sorensen Senior Appraiser Salt Lake County 2001 South State Street, Suite S3-110 Salt Lake City UT 84190

RE3762 – Mendoza, Osvaldo – Tax Deed Sale Request

Dear Derrick:

RE:

Please find the above-referenced document, Resolution No. is approved as to form and is being returned to you for further processing.

If you have any questions or concerns, please contact me at extension 87782

Sincerely,

Christopher Preston Deputy District Attorney Civil/Litigation Division

RESOLUTION NO.	, 2018

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL DECLARING SURPLUS REAL PROPERTY AND APPROVING THE CONVEYANCE OF A PORTION OF THE SAME BY QUIT-CLAIM DEED TO OSVALDO MENDOZA

RECITALS

- 1. Salt Lake County (the "County") owns a parcel of real property, Parcel No. 8-09-251-012, located at approximately 3130 North 2200 West, Salt Lake City, Utah (the "Property"), which was struck off to the County after the tax sale in 1989.
- Osvaldo Mendoza, also known as Osvaldo Arturo Mendoza and Osvaldo A.
 Mendoza ("Buyer"), owns three parcels of land adjacent to the Property.
- 3. Buyer has offered to purchase a portion of the Property that is adjacent to Buyer's three parcels from the County (the "Acquisition Parcels") for appraised value, which has been reviewed and approved by the County Real Estate Division, and has paid a fee of \$100, which amount shall be credited towards the purchase prices of the Acquisition Parcels. This offer is in the form of a Tax Sale Property Purchase Agreement (the "Agreement") attached hereto as Exhibit A.
- 4. The County has determined that the Acquisition Parcels are not currently in public use and that the Acquisition Parcels have a combined appraised value of \$7,775.00. Proceeds from the sale of the Acquisition Parcels will be distributed in accordance with Section 59-2-1351.5 of the Utah Code.
- 5. The best interest of the County and the general public will be served by the sale and conveyance of the Acquisition Parcels to Buyer for its fair market value. The sale and conveyance will be in compliance with all applicable state statutes and county ordinances.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Salt Lake County Council that

the Acquisition Parcels described in Exhibits 2 and 3 of the Agreement are hereby declared surplus property.

IT IS FURTHER RESOLVED by the Salt Lake County Council that the sale and conveyance of the Property by quit-claim deeds to Buyer as provided in the Agreement for the agreed appraised value of Seven Thousand Seven Hundred Seventy-Five Dollars (\$7,775.00) is hereby approved; and the Mayor is hereby authorized to execute the Agreement and the Mayor and County Clerk are authorized to execute the Quit-Claim Deeds, attached to the Agreement as Exhibits 2 and 3, and to deliver the fully executed documents to the Salt Lake County Real Estate

Division for delivery to Buyer in accordance with the terms of the Agreement.					
APPROVED and ADOPTED this	day of, 2018.				
	SALT LAKE COUNTY COUNCIL				
ATTEST:	By: Aimee Winder Newton, Chair				
Sherrie Swensen Salt Lake County Clerk	Council Member Bradley voting Council Member Bradshaw voting Council Member Burdick voting Council Member DeBry voting Council Member Granato voting Council Member Jensen voting Council Member Newton voting Council Member Snelgrove voting Council Member Snelgrove voting Council Member Wilson voting				
APPROVED AS TO FORM:					

R. Christopher Preston Deputy District Attorney

Date: 5/11/2018

EXHIBIT A

Tax Sale Property Purchase Agreement

TAX SALE PROPERTY PURCHASE AGREEMENT

This TAX SALE PROPE	ERTY PURCHASE AGREEMENT ("Agreement") is made and
executed this day of	, 20, by and between SALT LAKE COUNTY, a body
corporate and politic of the State	e of Utah, hereinafter referred to as COUNTY, and OSVALDO
MENDOZA also known as Osva	aldo A. Mendoza and Osvaldo Arturo Mendoza, hereinafter
referred to as BUYER.	

RECITALS

- A. COUNTY owns a parcel of land located at approximately 3130 North 2200 West in Salt Lake City, identified as Tax ID No. 08-09-251-012 (the "Property"), which was struck off to COUNTY after the tax sale in 1989. A description of the Property is attached hereto as Exhibit 1 and incorporated herein by this reference.
- B. BUYER owns title to three parcels of real property adjacent to the Property, desires to purchase a portion of the Property from the County (the "Acquisition Parcels"), and has paid a fee of \$100, which amount shall be credited towards the purchase price of the Acquisition Parcels.
- C. COUNTY has determined that the Acquisition Parcels are not currently in public use and that the Acquisition Parcels have a combined appraised value of \$7,775.00.

IN CONSIDERATION of the covenants and conditions set forth herein, it is mutually agreed by the parties hereto as follows:

- 1. COUNTY agrees to convey and deliver to BUYER two quit-claim deeds for the Acquisition Parcels (the "Quit-Claim Deeds"), the forms of which hereto as Exhibit 2 and Exhibit 3 respectively and incorporated herein by this reference.
- 2. IN CONSIDERATION for conveying the Acquisition Parcels by two quit-claim deeds, BUYER shall pay COUNTY \$7,775.00 (the "Purchase Price").
- 3. COUNTY makes no representations as to the title conveyed, nor as to BUYER's right of possession of the Acquisition Parcels. Similarly, COUNTY makes no warranties or representations as to whether the Acquisition Parcels are buildable or developable, nor does COUNTY make any representations regarding whether the Acquisition Parcels comply with applicable zoning regulations. COUNTY does not warrant or represent that the Acquisition Parcels are habitable or in any particular condition. COUNTY also makes no warranties or representations regarding the accuracy of the assessment of the Acquisition Parcels or the accuracy of the description of the real estate or improvements therein.
 - 4. COUNTY and BUYER agree that time is of the essence of this Agreement.
- 5. COUNTY and BUYER understand and agree that this Agreement shall not be considered final until executed by the Mayor of Salt Lake County, pursuant to a resolution of the Salt Lake County Council.

- 6. COUNTY and BUYER agree that Derrick Sorensen of the Salt Lake County Real Estate Division shall act as closing agent in accordance with the terms of this Agreement for the parties hereto.
- 7. Upon receipt of the full Purchase Price from BUYER, COUNTY shall deliver the Quit-Claim Deeds to BUYER.
- 8. CAMPAIGN CONTRIBUTIONS: BUYER acknowledges the prohibition of campaign contributions by contractors to COUNTY candidates, pursuant to Chapter 2.72A, Salt Lake County Code of Ordinances, 2001. BUYER also acknowledges and understands this prohibition means that any person, business, corporation or other entity that enters into a contract or is engaged in a contract with BUYER maybe prohibited from making certain campaign contributions to COUNTY candidates. BUYER further acknowledges that violation of this prohibition may result in criminal sanctions as well as termination of this Agreement. BUYER represents, by executing this Agreement, that BUYER has not made or caused others to make any campaign contribution to any COUNTY candidate in violation of the above-referenced County ordinance.
- 9. It is agreed that the terms herein constitute the entire Agreement between COUNTY and BUYER and that no verbal statement made by anyone shall be construed to be part of this Agreement unless incorporated in writing herein.

IN WITNESS WHEREOF, the executed this _ day of	parties hereto have caused this Agreement to be duly, 20
COUNTY: Salt Lake County	RECOMMENDED FOR APPROVAL:
By Mayor or Designee	Derrick L. Sorensen Salt Lake County Property Manager
BUYER: Osvaldo Mendoza	
By:Osvaldo Mendoza	
APPROVED AS TO FORM:	
R. Christopher Preston Deputy District Attorney	

Date: 5/11/2018

EXHIBIT 1LEGAL DESCRIPTION OF TAX DEED PARCEL

BEG 209.756 FT N & 939.949 FT E FR CEN OF SEC 9, T 1N, R 1W, S L M; N 50 FT; N 89°24'19" E 276.42 FT; S 17°31'11" E 52.26 FT; S 39°24'19" W 292.153 FT M OR L TO BEG. 0.33 AC M OR L.

Parcel No. 08-09-251-012

EXHIBIT 2QUIT-CLAIM DEED

WHEN RECORDED RETURN TO: Salt Lake County Real Estate 2001 South State Street, Suite S3-110 Salt Lake City, Utah 84114-3300

Also: Osvaldo Auturo Mendoza P.O. Box 165134 Salt Lake City, Utah 84116

Space above for County Recorder's use

QUIT CLAIM DEED Salt Lake County

Parcel No. 1:C Tax Serial No. 08-09-251-012 Surveyor WO# SU20180130

SALT LAKE COUNTY, a body corporate and politic of the State of Utah, GRANTOR, of Salt Lake County, State of Utah, hereby Quit Claims to OSVALDO ARTURO MENDOZA, a married man, GRANTEE, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the following described parcel of real property in Salt Lake County, Utah, to wit:

(SEE EXHIBIT "A")

		s caused this Quit-Claim Deed to be signed and its official seal officer thisday of, 20
		SALT LAKE COUNTY
STATE OF UTAH)	Ву
)ss.	MAYOR or DESIGNEE
COUNTY OF SALT LAKE)	MAYOR or DESIGNEE ByCOUNTY CLERK
	•	COUNTY CLERK
who being duly sworn, did say	that _he i	, personally appeared before meof Salt Lake County strument was signed on behalf of Salt Lake County, by authority
WITNESS my hand and officia	l stamp the	date in this certificate first above written:
My Commission Expires:		
		NOTARY PUBLIC
Residing in:		
	Ackı	nowledgment continued on following page

On this day of	, 20, persor	nally appeared before me
who being duly sworn, d	id say that _he is the CLE	RK of Salt Lake County, and that the foregoing
instrument was signed b	y him/her on behalf of Salt	Lake County, by authority of a Resolution of the SAL
LAKE COUNTY COUNC	ÖL.	
WITNESS my hand and	official stamp the date in th	nis certificate first above written:
My Commission Expires	:	
		NOTARY PUBLIC
Residing in:		

(EXHIBIT "A")

A parcel of land being part of an entire tract located in the Northeast Quarter of Section 9, Township 1 North, Range 1 West, Salt Lake Base and Meridian and described in that Tax Sale Record recorded as Entry # 4789192, in Book 6136, on Page 1549, in the Salt Lake County Recorder's Office. The boundary of said parcel of land is described as follows:

Beginning at the northwesterly corner of said entire tract, at a point in the northerly right of way line of 3130 North Street and the southerly boundary line of a parcel of land described in that Warranty Deed recorded as Entry # 11880218, in Book 10245, on Page 1313 in the office of said Recorder, which point is 209.756 feet North and 939.949 feet East to the southwest corner of said entire tract and 50 feet North along the west boundary line of said entire tract from the Center Corner of said Section 9; thence N. 89°24'19" E. 145.01 feet along the northerly boundary line of said entire tract, said northerly right of way line, and said southerly boundary line, to the southeasterly corner of said parcel of land; thence South 25.00 feet to intersect the centerline of said 3130 North Street; thence S. 89°24'19" W. 145.01 feet, along said centerline, to the west boundary line of said entire tract; thence North 25.00 feet along said west boundary line to the point of beginning.

The above described parcel of land contains 3,625 square feet in area, or 0.083 acre, more or less.

Together with and subject to a right of way described as follows: Beginning N. 0°35'41" W. 200 feet from the Center of Section 9, Township 1 North, Range 1 West, Salt Lake Base and Meridian; thence N. 89°24'19" E. 1,231.63 feet; thence N. 17°31'11" W. 52.26 feet; thence S. 89°24'19" W. 1,216.42 feet; thence S. 0°35'41" E. 50.00 feet to the point of beginning.

The **Basis of Bearing** is N. 89°24'19" E. along the Quarter Section line between the Center Corner and the East Quarter Corner of said Section 9, Township 1 North, Range 1 West, Salt Lake Base and Meridian.

Exhibit "B": By this reference, made a part hereof

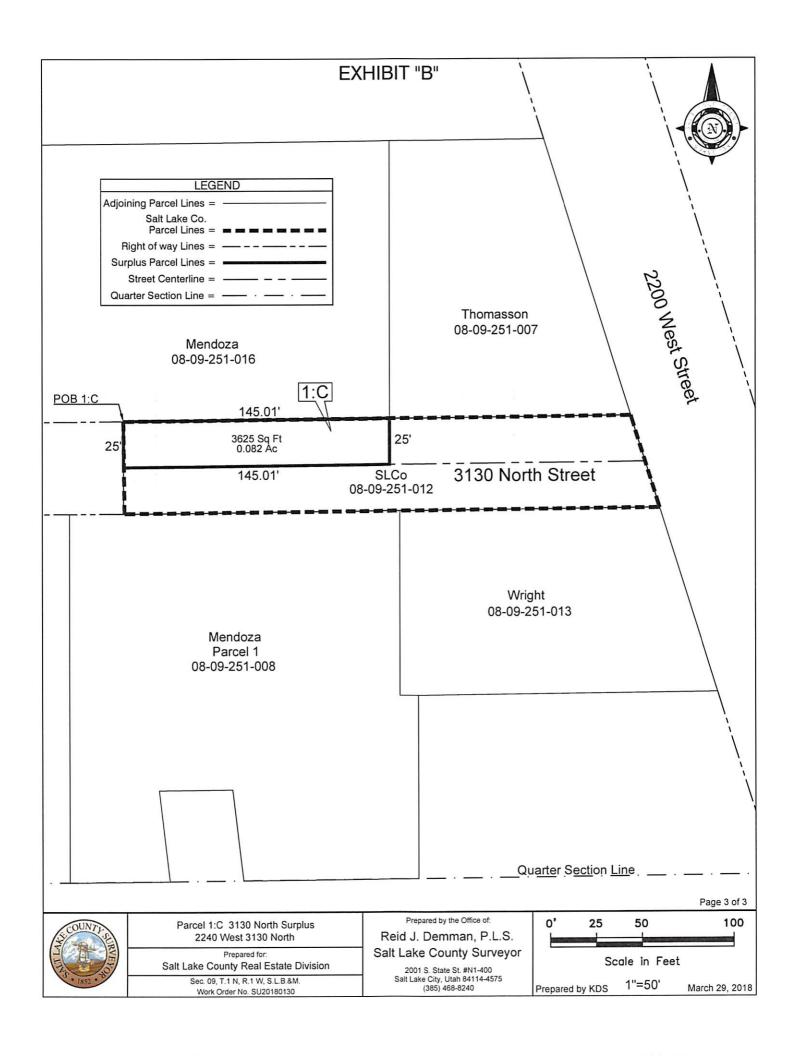


EXHIBIT 3QUIT-CLAIM DEED

WHEN RECORDED RETURN TO: Salt Lake County Real Estate 2001 South State Street, Suite S3-110 Salt Lake City, Utah 84114-3300

Also: Osvaldo Auturo Mendoza P.O. Box 165134 Salt Lake City, Utah 84116

Space above for County Recorder's use

QUIT CLAIM DEED Salt Lake County

Parcel No. 2:C Tax Serial No. 08-09-251-012 Surveyor WO# SU20180130

SALT LAKE COUNTY, a body corporate and politic of the State of Utah, GRANTOR, of Salt Lake County, State of Utah, hereby Quit Claims to OSVALDO MENDOZA, GRANTEE, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the following described parcel of real property in Salt Lake County, Utah, to wit:

(SEE EXHIBIT "A")

IN WITNESS WHEREOF, GR. to be affixed hereto by its duly			_	
			SALT LAKE COUNTY	1
STATE OF UTAH)	Ву		
)ss.		MAYOR or DESIGNEE	
COUNTY OF SALT LAKE)	Ву		
	•		COUNTY CLERK	
On this day of who being duly sworn, did say Office of Mayor, and that the fo of law.	that _he is the		of Salt	Lake County,
WITNESS my hand and officia	I stamp the date	in this certificate fire	st above written:	
My Commission Expires:				
			NOTARY PUBLIC	;
Residing in:				
	Acknowledgm	ent continued on following	page	

On this day of, 20, personally appeared	a betore me
who being duly sworn, did say that _he is the CLERK of Salt Lal	ke County, and that the foregoing
instrument was signed by him/her on behalf of Salt Lake County	y, by authority of a Resolution of the
SALT LAKE COUNTY COUNCIL.	
WITNESS my hand and official stamp the date in this certificate fi	irst above written:
My Commission Expires:	NOTABY BUBLIC
5	NOTARY PUBLIC
Residing in:	

A . 11-1-

(EXHIBIT "A")

A parcel of land being part of an entire tract located in the Northeast Quarter of Section 9, Township 1 North, Range 1 West, Salt Lake Base and Meridian and described in that Tax Sale Record recorded as Entry # 4789192, in Book 6136, on Page 1549, in the Salt Lake County Recorder's Office. The boundary of said parcel of land is described as follows:

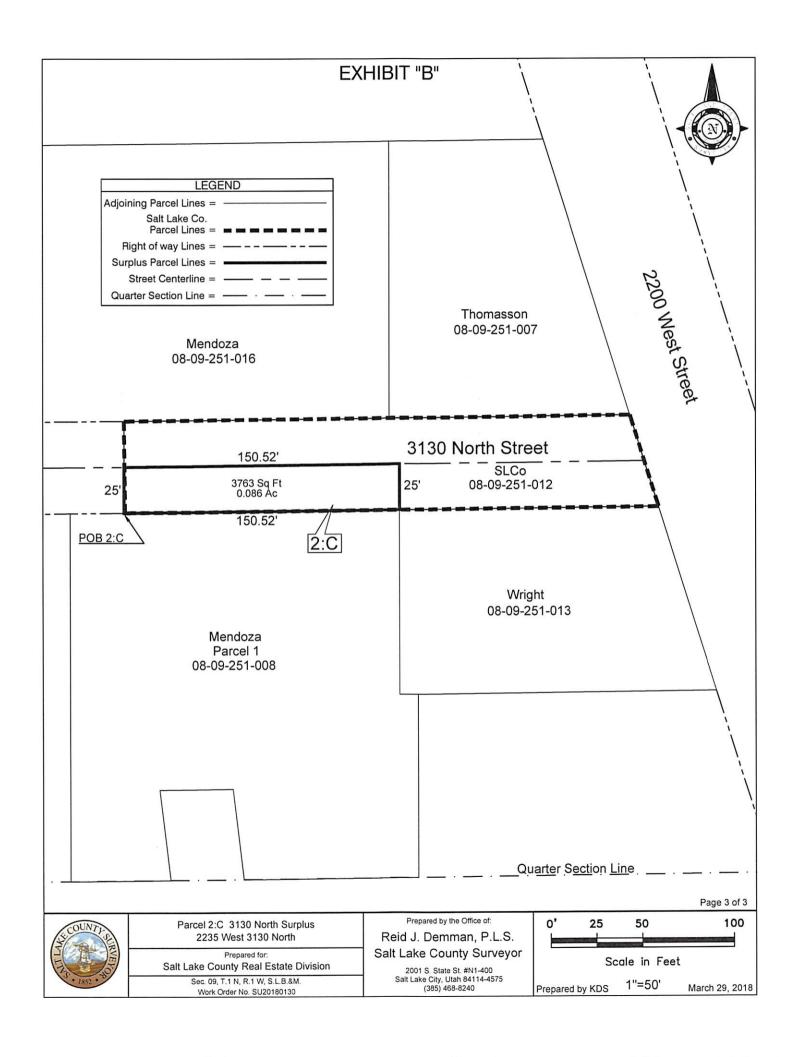
Beginning at the southwesterly corner of said entire tract at a point on the southerly right of way line of 3130 North Street and the northerly boundary line of a parcel of land described in that Warranty Deed recorded as Entry # 11992160, in Book 10295, on Page 7459 in the office of said Recorder, which point is 209.756 feet North and 939.949 feet East from the Center Corner of said Section 9; thence North 25.00 feet along the west boundary line of said entire tract to the centerline of said 3130 North Street; thence N. 89°24'19" E. 150.52 feet along said centerline to intersect the north projection of the east boundary line of said parcel of land described in that Warranty Deed; thence South 25.00 feet along said projection to the northeast corner of said parcel of land, at a point in the southerly boundary line of said entire tract and southerly right of way line; thence S. 89°24'19" W. 150.52 feet along said lines to the point of beginning.

The above described parcel of land contains 3,763 square feet in area, or 0.086 acre, more or less.

Together with and subject to a right of way described as follows: Beginning N. 0°35'41" W. 200 feet from the Center of Section 9, Township 1 North, Range 1 West, Salt Lake Base and Meridian; thence N. 89°24'19" E. 1,231.63 feet; thence N. 17°31'11" W. 52.26 feet; thence S. 89°24'19" W. 1,216.42 feet; thence S. 0°35'41" E. 50.00 feet to the point of beginning.

The **Basis of Bearing** is N. 89°24'19" E. along the Quarter Section line between the Center Corner and the East Quarter Corner of said Section 9, Township 1 North, Range 1 West, Salt Lake Base and Meridian.

Exhibit "B": By this reference, made a part hereof



WHEN RECORDED RETURN TO: Salt Lake County Real Estate 2001 South State Street, Suite S3-110 Salt Lake City, Utah 84114-3300

Also: Osvaldo Auturo Mendoza P.O. Box 165134 Salt Lake City, Utah 84116

APPROVED AS TO FORM District Attorney's Office

Space above for County Recorder's use

By: R. Clean Pite Attorney R. CHRISTOPHER PRESTON Date: 6/1/7018

QUIT CLAIM DEED Salt Lake County

Parcel No. 1:C Tax Serial No. 08-09-251-012 Surveyor WO# SU20180130

SALT LAKE COUNTY, a body corporate and politic of the State of Utah, GRANTOR, of Salt Lake County, State of Utah, hereby Quit Claims to OSVALDO ARTURO MENDOZA, a married man, GRANTEE, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the following described parcel of real property in Salt Lake County, Utah, to wit:

(SEE EXHIBIT "A")

IN WITNESS WHEREOF, GRA to be affixed hereto by its duly a			
		SALT I	_AKE COUNTY
STATE OF UTAH))ss.	Ву	YOR or DESIGNEE
COUNTY OF SALT LAKE)	Ву	YOR or DESIGNEE
On this day of who being duly sworn, did say t Office of Mayor, and that the for of law.	, 20, personally hat _he is the	appeared before me	eof Salt Lake County,
WITNESS my hand and official	stamp the date in this c	ertificate first above v	vritten:
My Commission Expires:		_	NOTARY PUBLIC
Residing in:			
	Acknowledgment contin	ued on following page	

before me
e County, and that the foregoing
y authority of a Resolution of the SALT
st above written:
NOTARY PUBLIC
)

(EXHIBIT "A")

A parcel of land being part of an entire tract located in the Northeast Quarter of Section 9, Township 1 North, Range 1 West, Salt Lake Base and Meridian and described in that Tax Sale Record recorded as Entry # 4789192, in Book 6136, on Page 1549, in the Salt Lake County Recorder's Office. The boundary of said parcel of land is described as follows:

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The above described parcel of land contains 3,625 square feet in area, or 0.083 acre, more or less.

Together with and subject to a right of way described as follows: Beginning N. 0°35'41" W. 200 feet from the Center of Section 9, Township 1 North, Range 1 West, Salt Lake Base and Meridian; thence N. 89°24'19" E. 1,231.63 feet; thence N. 17°31'11" W. 52.26 feet; thence S. 89°24'19" W. 1,216.42 feet; thence S. 0°35'41" E. 50.00 feet to the point of beginning.

The Basis of Bearing is N. 89°24'19" E. along the Quarter Section line between the Center Corner and the East Quarter Corner of said Section 9, Township 1 North, Range 1 West, Salt Lake Base and Meridian.

Exhibit "B": By this reference, made a part hereof

