

## **APPENDIX E**

Standard Template Forms for  
Quit-Claim Deed,  
Grant of Perpetual Easement,  
Grant of Temporary Easement,  
Easement, and  
Special Warranty Deed

WHEN RECORDED, PLEASE RETURN TO:

West Jordan City Attorney  
8000 South Redwood Road  
West Jordan, Utah 84088

**QUIT CLAIM DEED**

[Grantor's name], of [City name], [County name], [State name], (hereinafter "Grantor"), hereby conveys and quit claims to the City of West Jordan, Utah, a municipal corporation and political subdivision of the State of Utah (hereinafter "Grantee"), for [price or purpose, such as road dedication] and other good and valuable consideration, the receipt of which is hereby acknowledged, the following described tract of land in Salt Lake County, State of Utah, to wit:

[See Exhibit A attached hereto and by this reference incorporated herein.]

The foregoing affects a portion of Salt Lake County Sidwell No. \_\_\_\_\_.

Signed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

CITY OF WEST JORDAN, UTAH

By: \_\_\_\_\_  
David B. Newton, Mayor

Attest: \_\_\_\_\_  
Melanie Briggs, City Recorder

STATE OF UTAH                    )  
  :SS  
COUNTY OF SALT LAKE        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2007, personally appeared before me David B. Newton, who being by me duly sworn did say that he is the Mayor of the CITY OF WEST JORDAN, UTAH, and that the foregoing instrument was signed in behalf of said municipal corporation and political subdivision of the State of Utah, and he acknowledged to me that said corporation executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

Residing in \_\_\_\_\_ County, \_\_\_\_\_

My commission expires: \_\_\_\_\_

WHEN RECORDED, PLEASE RETURN TO:

West Jordan City Attorney  
8000 South Redwood Road  
West Jordan, Utah 84088

**GRANT OF PERPETUAL EASEMENT**

**[INSERT GRANTORS NAME HERE]**, of **[INSERT WHAT CITY THEY RESIDE IN HERE]**, County of Salt Lake, State of Utah, "Grantor(s)," for good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains and conveys unto THE CITY OF WEST JORDAN, UTAH, a municipal corporation and political subdivision of the State of Utah, "Grantee," its successors, assigns, lessees, licensees and agents, A PERPETUAL EASEMENT upon, over, under and across the following described land which the Grantor(s) own(s) or in which the Grantor(s) has/have an interest, in the County of Salt Lake, State of Utah, more particularly described as follows:

**[INSERT LEGAL DESCRIPTION HERE]**

The above described parcel of land contains \_\_\_\_\_ square feet, more or less.

The foregoing affects a portion of the following Salt Lake County Sidwell Number: \_\_\_\_\_.

The Easement herein granted is for the following purpose: underground storm water lines and appurtenant structures.

The Grantee shall have the right to construct, operate, maintain and remove the facility, together with appurtenant structures, from time to time as the Grantee may require. The Grantee shall have the right of ingress and egress over and across the immediately adjacent land of the Grantors to and from the above-described property. The Grantee shall have the right to clear and remove all trees and other obstructions within the Easement area that may interfere with the use of the Easement by the Grantee. The Grantor(s) reserves the right to occupy, use and cultivate said property for all purposes not inconsistent with the rights herein granted.

Signed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

**[INSERT INDIVIDUAL OR CORPORATE NAME(S) HERE]**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**Individual Acknowledgment**

STATE OF \_\_\_\_\_ )  
:ss.  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2007, personally appeared before me \_\_\_\_\_, the signer(s) of the foregoing instrument who duly acknowledged to me that he/she/they executed the same.

\_\_\_\_\_  
Notary Public  
Residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

**Corporate Acknowledgment**

STATE OF \_\_\_\_\_ )  
:ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2007, personally appeared before me \_\_\_\_\_, who being by me duly sworn did say that he/she/they is/are the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and he/she/they acknowledged to me that said corporation executed the same.

\_\_\_\_\_  
Notary Public  
Residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

WHEN RECORDED, PLEASE RETURN TO:

West Jordan City Attorney  
8000 South Redwood Road  
West Jordan, Utah 84088

### **GRANT OF TEMPORARY EASEMENT**

[INSERT GRANTORS NAME HERE], of [INSERT WHAT CITY THEY RESIDE IN HERE], County of Salt Lake, State of Utah, "Grantor(s)," for good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains and conveys unto THE CITY OF WEST JORDAN, UTAH, a municipal corporation and political subdivision of the State of Utah, "Grantee," its successors, assigns, lessees, licensees and agents, A TEMPORARY EASEMENT upon, over, under and across the following described land which the Grantor(s) own(s) or in which the Grantor(s) has/have an interest, in the County of Salt Lake, State of Utah, more particularly described as follows:

[INSERT LEGAL DESCRIPTION HERE]

The above described parcel of land contains \_\_\_\_\_ square feet, more or less.

The foregoing affects a portion of the following Salt Lake County Sidwell Number: \_\_\_\_\_.

The Easement herein granted is for the following purpose: **underground storm water lines and appurtenant structures.**

The Grantee shall have the right to construct, operate, maintain and remove the facility, together with appurtenant structures, from time to time as the Grantee may require. The Grantee shall have the right of ingress and egress over and across the immediately adjacent land of the Grantors to and from the above-described property. The Grantee shall have the right to clear and remove all trees and other obstructions within the Easement area that may interfere with the use of the Easement by the Grantee. The Grantor(s) reserves the right to occupy, use and cultivate said property for all purposes not inconsistent with the rights herein granted.

This temporary easement shall expire upon completion of construction.

Signed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

**[INSERT INDIVIDUAL OR CORPORATE NAME(S) HERE]**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**Individual Acknowledgment**

STATE OF \_\_\_\_\_ )  
:ss.  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2007, personally appeared before me \_\_\_\_\_, the signer(s) of the foregoing instrument who duly acknowledged to me that he/she/they executed the same.

\_\_\_\_\_  
Notary Public  
Residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

**Corporate Acknowledgment**

STATE OF \_\_\_\_\_ )  
:ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2007, personally appeared before me \_\_\_\_\_, who being by me duly sworn did say that he/she/they is/are the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and he/she/they acknowledged to me that said corporation executed the same.

\_\_\_\_\_  
Notary Public  
Residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

**EASEMENT**

For the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned GRANTORS hereby grant, convey, sell, and set over unto DRAPER CITY, a Utah municipal corporation, hereinafter referred to as GRANTEE, its successors and assigns, a perpetual right-of-way and easement to construct, install, operate, maintain, repair, inspect, protect, remove and replace

\_\_\_\_\_  
\_\_\_\_\_, hereinafter called the "Facilities", said right-of-way and easement being situate in Salt Lake County, State of Utah over and through a parcel of the GRANTORS' land, which easement is more particularly described as follows:

See Exhibit "A" attached hereto and by this reference made a part hereof.

TO HAVE AND TO HOLD the same unto the said GRANTEE, its successors and assigns, so long as such Facilities shall be maintained, with the right of ingress and egress in said Grantee, its officers, employees, agents and assigns to enter upon the above-described property with such equipment as is necessary to construct, install, maintain, operate, repair, inspect, protect, remove and replace the Facilities. During construction periods, GRANTEE and its agents may use such portion of the property along and adjacent to said right-of-way as may be reasonably necessary in connection with the construction or repair of the Facilities. The contractor performing the work shall restore all property, through which the work traverses, to as near its original condition as is reasonably possible. GRANTORS shall have the right to use said premises except for the purpose for which this right-of-way and easement is granted to the GRANTEE, provided such use shall not interfere with the Facilities or operation of the Facilities, or any other rights granted to the GRANTEE hereunder.

GRANTORS shall not build or construct or permit to be built or constructed any building or other improvement over or across said right-of-way and easement nor change the contour thereof without the written consent of GRANTEE. This right-of-way and easement shall be binding upon and inure to the benefit of the successors and assigns of the GRANTORS and the successors and assigns of the GRANTEE, and may be assigned in whole or in part by GRANTEE.

IN WITNESS WHEREOF, the GRANTORS have executed this right-of-way and easement, this \_\_\_\_ day of \_\_\_\_\_, 19\_\_.

GRANTORS

INDIVIDUAL ACKNOWLEDGMENT

STATE OF UTAH                    )  
  :ss.  
COUNTY OF SALT LAKE        )

On the \_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared before me  
\_\_\_\_\_, the signer(s) of the above instrument who  
duly acknowledged to me that he/she/they executed the same.

Notary Public

Residing In:

My Commission Expires:

\_\_\_\_\_

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH                    )  
  :ss.  
COUNTY OF SALT LAKE        )

On the \_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared before me  
\_\_\_\_\_, who being by me duly sworn, did say that he is  
the \_\_\_\_\_ of \_\_\_\_\_, a corporation, and  
that said instrument was signed in behalf of said corporation by authority of its bylaws (or by a  
resolution of its Board of Directors) and said \_\_\_\_\_ acknowledged to  
me that said corporation executed the same.

Notary Public

Residing In:

My Commission Expires:

\_\_\_\_\_

WHEN RECORDED, PLEASE RETURN TO:  
West Jordan City Attorney  
8000 South Redwood Road  
West Jordan, Utah 84088

### SPECIAL WARRANTY DEED

This Special Warranty Deed is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by [*Grantor's name*], of [*City name*], [*County name*], [*State name*], (hereinafter "Grantor"), to the City of West Jordan, Utah, a municipal corporation and political subdivision of the State of Utah (hereinafter "Grantee"):

Grantor, in consideration of [*price or purpose, such as road dedication*] and other good and valuable consideration, the receipt of which is hereby acknowledged, grants, bargains, sells, and conveys to Grantee, and Grantee's successors and assigns, all that real property situated in Salt Lake County, Utah, more particularly described as follows:

*[Insert legal description]*

The foregoing affects a portion of Salt Lake County Sidwell No. \_\_\_\_\_.

To have and to hold the described property, together with the tenements, hereditaments, and appurtenances belonging to the property to Grantee, Grantee's successors and assigns forever.

And Grantor, for Grantor and Grantor's heirs, successors and assigns, covenants with Grantee, Grantee's successors and assigns, that Grantor is lawfully seized in fee simple of the described property; Grantor has a good right to convey; the described property is free from all encumbrances; Grantor and Grantor's heirs, successors and assigns, and all persons acquiring any interest in the property granted, through or for Grantor, on demand of Grantee, or Grantee's successors and assigns, and at the expense of Grantee, Grantee's successors and assigns, will execute any instrument necessary for the further assurance of the title to the premises that may be reasonably required; and Grantor and Grantor's heirs, successors and assigns will forever warrant and defend all of the property so granted to Grantee, Grantee's successors and assigns, against every person lawfully claiming the property or any part of the property by, through, or under Grantor.

