

# **SOUTH JORDAN CITY PLANNING COMMISSION REPORT**

**Meeting Date: 05/09/2023**

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**Issue:** FULLMER LEGACY CENTER  
SITE PLAN AND CONDITIONAL USE PERMIT  
**Address:** 10960 S. Park Rd.  
**File No:** PLSPR202300014  
PLCUP202300015  
**Applicant:** Philip Haderlie, VCBO Architecture

**Submitted by: Damir Drozdek, Planner III**  
**Shane Greenwood, Supervising Senior Engineer**

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**Staff Recommendation (Motion Ready):** I move that the Planning Commission **approve** application:

- PLSPR202300014 to allow for construction of a new commercial building; and
- PLCUP202300015 to allow for boxing events and training activities within the building with the following condition:
  - That the access and parking agreement is executed and recorded prior to building occupancy.

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<b>ACREAGE:</b>	Approximately 2.7 acres
<b>CURRENT ZONE:</b>	OS-P (Open Space - Park) Zone
<b>CURRENT USE:</b>	Part storage area and part parking lot
<b>FUTURE LAND USE PLAN:</b>	OS (Open Space)
<b>NEIGHBORING ZONES/USES:</b>	North – OS-P / City Park South – OS-P and A-5 / City Park West – A-5 / Equestrian Park East – OS-P / City Park

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## **STANDARD OF REVIEW:**

All proposed commercial, office, industrial, multi-family dwelling or institutional developments and alterations to existing developments shall meet the site plan review requirements outlined in chapter 16.24 and the requirements of the individual zone in which a development is proposed. All provisions of titles 16 & 17 of the City Code, and other city requirements, shall be met in preparing site plan applications and in designing and constructing the development. The Planning Commission shall receive public comment regarding the site plan and shall approve, approve with conditions or deny the site plan.

## **CONDITIONAL USE REVIEW:**

A use is conditional because it may have unique characteristics that detrimentally affect the zone and therefore are not compatible with other uses in the zone, but could be compatible if certain conditions are required that mitigate the detrimental effect.

To impose a condition on a use, the detrimental effect must be identified and be based on upon substantial evidence, not simply a suspicion or unfounded concern. Any condition must be the least restrictive method to mitigate the detrimental effect.

The Planning Commission shall approve a conditional use permit application if reasonable conditions are proposed, or can be imposed, to mitigate the reasonably anticipated detrimental effects of the proposed conditional use in accordance with applicable standards. *See City Code § 17.84.060:A*

The Planning Commission may deny a conditional use permit application if the reasonably anticipated detrimental effects of a proposed conditional use cannot be substantially mitigated by the proposal or the imposition of reasonable conditions to achieve compliance with applicable standards. *See City Code § 17.84.060:B* Further, City Code § 17.84.090 provides:

### **I. COMPLIANCE AND REVOCATION:**

1. A conditional use may be commenced and operated only upon:
  - a. compliance with all conditions of an applicable conditional use permit;
  - b. observance of all requirements of this title relating to maintenance of improvements and conduct of the use or business as approved; and
  - c. compliance with all applicable local, state, and federal laws.
2. A conditional use permit may be revoked by the City Council at any time due to the permittee's failure to commence or operate the conditional use in accordance with the requirements of subsection A of this section.

## **BACKGROUND:**

The Fullmer Legacy Center is proposed to be constructed on property located at 10960 S. Park Rd. The property is owned by Salt Lake County. The center will only lease out the northern part of the County parcel.

The applicant provided the following description of the center and its goals:

Fullmer Legacy Center is a boxing and event center that will be built on Salt Lake County Land near the existing equestrian part to establish the Legacy of the Fullmer Brothers, the nonprofit group Fullmer Legacy Foundation was established in 2018 to memorialize the legacy and good works of brothers Gene, Jay, and Don through the sport of boxing. Our mission has three primary goals:

1. Support Fullmer Boxing programs. For more than three decades, the gym has provided at-risk youth the opportunity to train in the unique sport of boxing and to be part of a broader community that builds strength and resilience. Boxing builds character, self-respect, and lasting leadership skills.
2. Construct the Fullmer Legacy Center. The FLC will become a permanent facility for the Fullmer Boxing Gym, an event space for local, regional, and national amateur boxing tournaments, and a shared community space with South Jordan City and Salt Lake County where individuals of all ages can train and be mentored in physical and mental well-being and meet their own goals of personal transformation and self-discovery.
3. Preserve the Fullmer Legacy. The Fullmer brothers were disciplined and acclaimed professional boxers during the golden age of boxing. Winning or losing, they possessed indomitable yet light-hearted spirits. The FLF is dedicated to instilling the values of hard work and discipline to create stronger, more resilient citizens of our community through wellness in body, mind, and spirit.

“We try to give them goals to live by. We try to get them to do the very best they can. We’re not saying everybody’s going to end up being a champion. But, I can guarantee you, if they keep coming down, they’ll be better kids and they’ll be better citizens—that’s all we can ask.” – Jay Fullmer

The building itself will be a two-story structure that is 31 feet tall at its peak. The exterior finish materials will include concrete masonry unit and pre-finished metal panels. The first floor area will contain a boxing ring and a viewing area with bleachers, in addition to a couple of locker rooms and offices. There will be a running track and a couple of rooms for various activities on the second floor. The middle part of the floor around the track will be open to below.

Parking will be located to the north and south of the building. Because parking to the south of the building is not included in the lease agreement, Salt Lake County and the City will enter into a shared access and parking agreement so the project meets City parking requirements. The parking area to the south of the building site will be restriped as part of the project since the striping in this area is in relatively bad shape. The site will be accessed from Park Rd or 10960 South.

Public improvements include a new sidewalk and parkstrip along the building frontage on Park Rd. A new fire hydrant and a new water meter will be installed to service the building. There is an existing water meter that will be utilized for landscaping around the building. Storm water will be collected in an underground detention basin and then discharged at a controlled rate into the City storm drain system.

An open space area will be located to the west of the building. This area will have turf to allow for various training and sporting activities. The area will also have a track around the turf field. Other landscape areas will have rock mulch with various ground plants and shrubs. A number of trees will be planted around the site. A new chain link fence will be installed around the track and field area. Existing chain link fencing to the west and the south of the track and field area will be preserved. New fencing will be black vinyl coated to match the existing fencing.

### **STAFF FINDINGS, CONCLUSIONS & RECOMMENDATION:**

#### **Findings:**

- According to the City Code §17.23.150: Conditional Uses in the OS-P sub district include: “Parks and recreational areas, including, but not limited to, playgrounds, athletic fields, golf courses, country clubs, tennis courts, pavilions, dog parks, urban fisheries, and swimming pools.” (Emphasis added.)
- The Architectural Review Committee reviewed the proposed building design on March 29, 2023 and unanimously recommended approval by a vote of 5-0.
- Staff is not able to identify any substantial detrimental effects to the adjacent properties or the general area with the proposed use.

#### **Conclusion:**

- The proposed project will meet the requirements of the Subdivision and Development (Title 16) and the Planning and Zoning (Title 17) Codes. The proposed use does not appear to violate any health, safety or welfare standards. Planning staff recommends approval of the project.

#### **Recommendation:**

- Based on the Findings and Conclusions listed above, Staff recommends that the Planning Commission take comments at the public hearing and **approve** the Application, unless, during the hearing, facts are presented that contradict these findings or new facts are presented, either of which would warrant further investigation by Staff.

### **ALTERNATIVES:**

- Approve an amended Application.
- Deny the Application.
- Schedule the Application for a decision at some future date.

### **SUPPORT MATERIALS:**

- |                  |   |
|------------------|---|
| • Aerial Map     | • Building Elevations and Renderings        |
| • Zoning Map     | • Floor Plans                               |
| • Site Plan      | • Draft Shared Access and Parking Agreement |
| • Landscape Plan |   |



Damir Drozdek, AICP  
Planner III, Planning Department





### Legend

STREETS

PARCELS

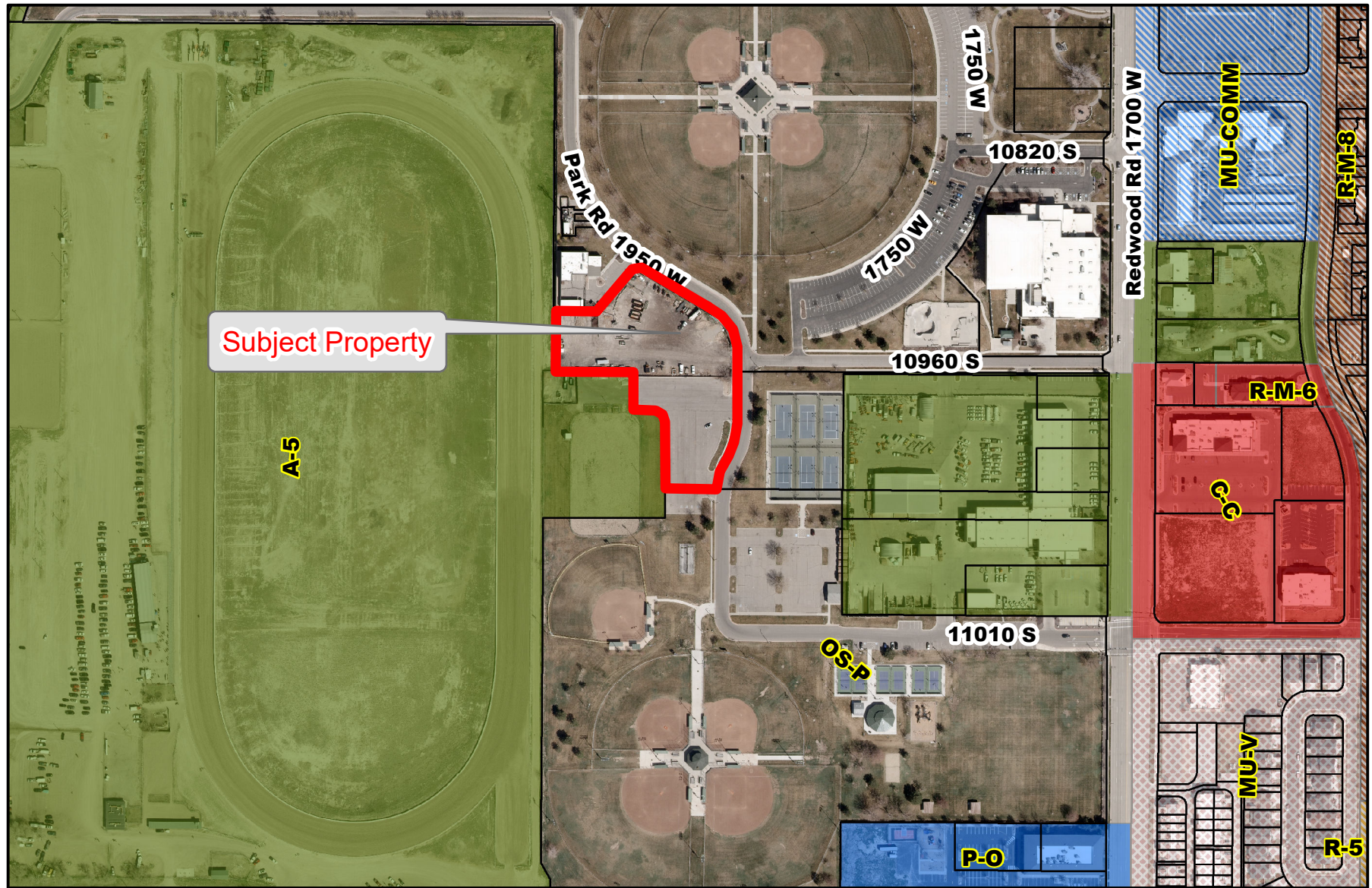
## Aerial Map City of South Jordan


0 105 210 420 630 840 Feet

Aerial Imagery  
2021







<p><b>Legend</b></p> <p>STREETS</p> <p>PARCELS</p>	<h2>Zoning Map</h2> <h3>City of South Jordan</h3>	<p>0 105 210 420 630 840 Feet</p> <p>Aerial Imagery 2021</p> 
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# SITE DATA

BUILDING FOOTPRINT AREA 9,985 S.F.  
LANDSCAPE AREA (LANDSCAPE AND SIDEWALKS) 93,085 S.F.  
TOTAL LEASE AREA 103,070 S.F.

## PARKING CALCULATION

TOTAL BUILDING SQUARE FOOTAGE 16,954 S.F.  
TOTAL BUILDING OCCUPANTS DURING BUSINESS HOURS (BASED ON NUMBER OF SEATS) 486 OCCUPANTS

## PARKING REQUIRED

1 STALL PER 4 SEATS = 486 ÷ 4 = 121.5  
TOTAL REQUIRED PARKING PER 12.5% AND RECREATION/AMUSEMENT/ENTERTAINMENT OR OTHER ASSEMBLY 122 STALLS REQUIRED

## PARKING PROVIDED

NORTH LOT 36 STALLS  
SOUTH LOT 88 STALLS  
TOTAL PROVIDED 124 STALLS

# GENERAL SITE PLAN NOTES

- GRADING AT THE BUILDING SHALL HAVE A 5% MINIMUM SLOPE AWAY FROM THE BUILDING FOR A MINIMUM OF 10' ±. UNDO. CONCRETE SHALL BE SLOPED 2% AWAY FROM BUILDING. IBC 2012 SECTION 1804.3
- FOUNDATION TO BE 4" ABOVE FINISHED GRADE UNDO. (REVIEW IBC 2012 SECTION 1805)
- ALL CONNECTIONS FROM CITY STREETS TO THE BUILDING ARE TO BE PROVIDED UNDER THIS CONTRACT. CONTRACTOR TO VERIFY CITY STANDARDS FOR ROAD, CURB, UTILITY AND SIGNAGE REQUIREMENTS.
- ALL EXTERIOR SIDEWALKS, STAIRS AND LANDINGS TO HAVE POSITIVE DRAINAGE BUT NO MORE THAN A MAXIMUM OF 1/4" SLOPE PER FOOT TO ALLOW POSITIVE DRAINAGE. ALL STAIRS AND RAMP TO HAVE A GRADING OF 48 INCHES LONG AT THE TOP AND BOTTOM WITH A MAXIMUM SLOPE OF 1/4" PER FOOT.
- FINISH GRADE OF SITE SHALL BE 2" UNIFORMLY BELOW FINISH SURFACES UNLESS NOTED OTHERWISE.

# SITE MATERIALS LEGEND

- BUILDING
- LAWN
- RIGID CONCRETE PAVEMENT (8" RIGID CONCRETE PAVEMENT OVER 6" COMPACTED ROAD BASE)
- LIGHT DUTY ASPHALT PAVEMENT: SEE CIVIL
- HEAVY DUTY ASPHALT PAVEMENT (8" FLEX PAVEMENT OVER 6" COMPACTED ROAD BASE OVER 6" COMPACTED SUB-BASE)
- LANDSCAPING: DECORATIVE COBBLE ROCK MULCH

# KEYED NOTES

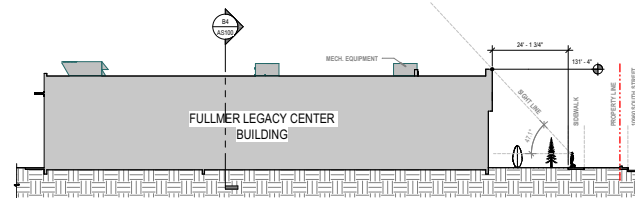
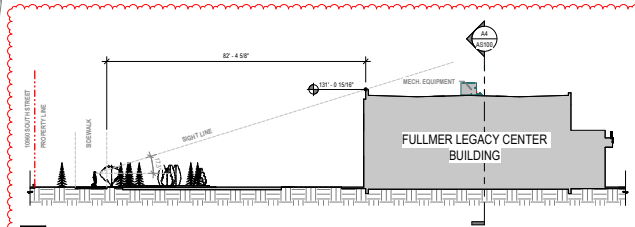
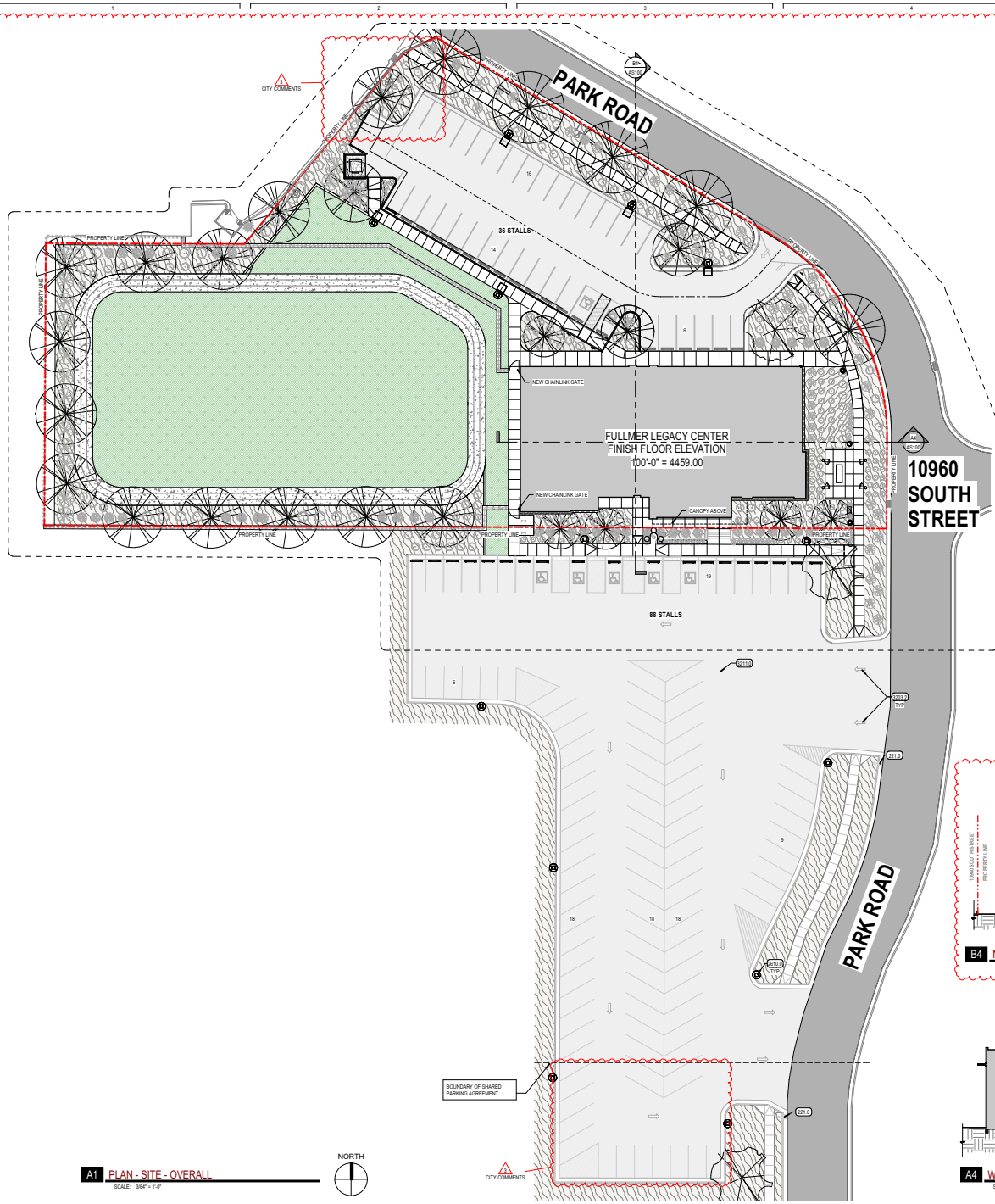
- 201.0 EXISTING LIGHT POLE TO REMAIN, PROTECT AS NECESSARY
- 2010.0 LIGHT FIXTURE
- 205.2 PAINTED DIRECTIONAL ARROWS
- 2011.0 ASPHALT PAVING, SEE CIVIL

A1 PLAN - SITE - OVERALL  
SCALE: 3/8" = 1'-0"



B4 NORTH-SOUTH - SITE SECTION - OVERALL  
SCALE: 1/8" = 1'-0"

A4 WEST-EAST - SITE SECTION - OVERALL  
SCALE: 1/8" = 1'-0"



GENERAL SITE PLAN NOTES

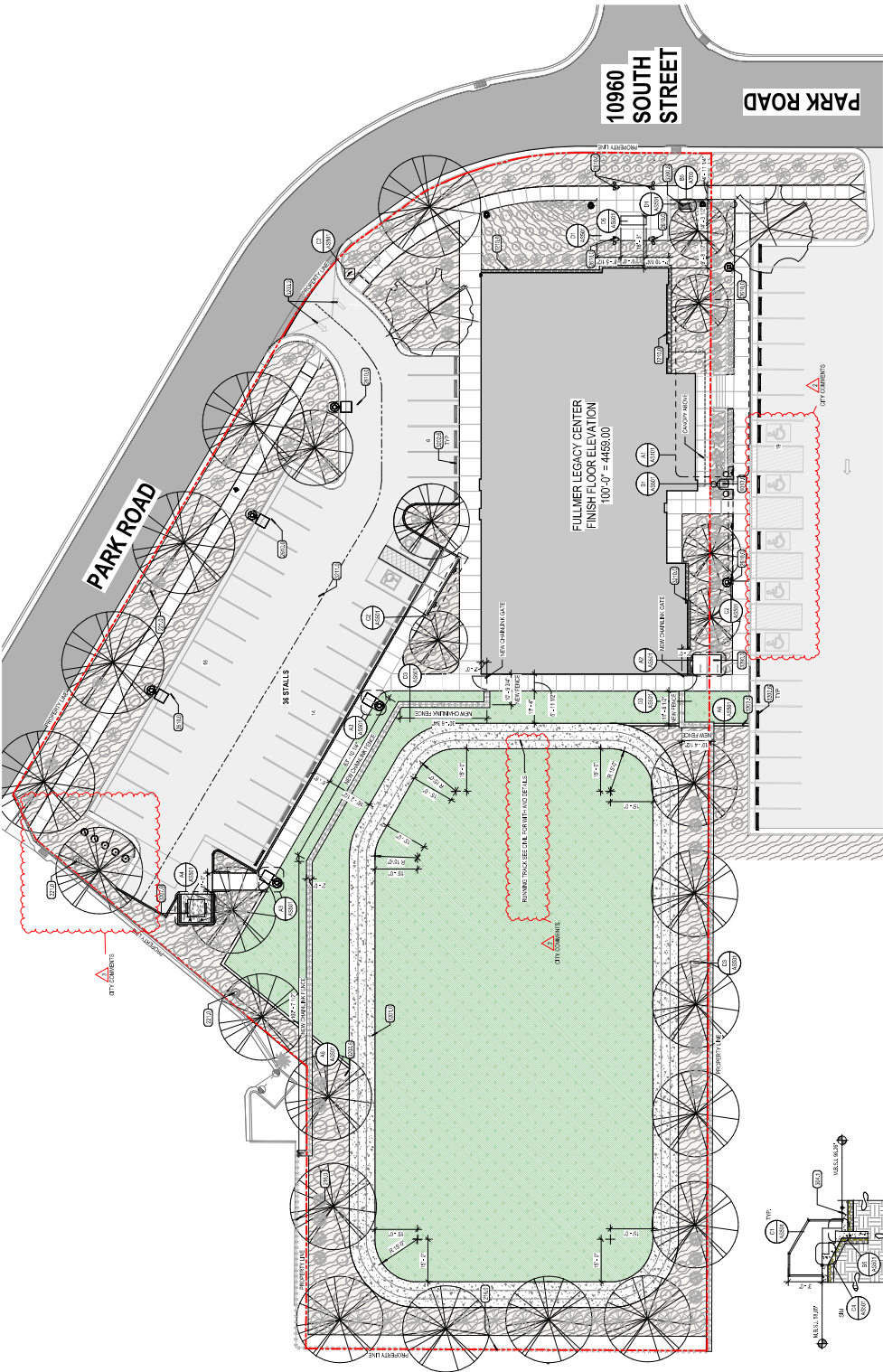
1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE UTAH CONSTRUCTION CODES AND THE UTAH LAND DEVELOPMENT CODE.
2. FOUNDATION SHALL BE 18" MINIMUM CONCRETE AND 12" MINIMUM REINFORCING BARS.
3. ALL EXTERIOR FINISHES SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE UTAH CONSTRUCTION CODES AND THE UTAH LAND DEVELOPMENT CODE.
4. ALL EXTERIOR FINISHES SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE UTAH CONSTRUCTION CODES AND THE UTAH LAND DEVELOPMENT CODE.
5. FINISHES OF EXTERIOR SHALL BE 1" MINIMUM REINFORCING BARS.

SITE MATERIALS LEGEND

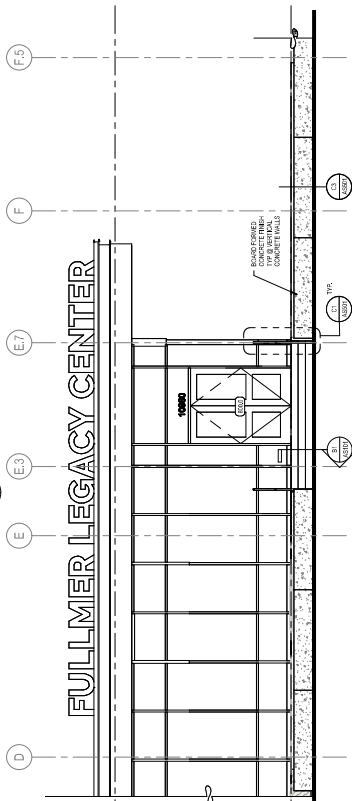
- BUILDING
- LAWN
- REINFORCED CONCRETE PAVEMENT (8" MINIMUM CONCRETE PAVEMENT OVER 6" COMPACTED ROAD BASE)
- LIGHT DUTY ASPHALT PAVEMENT (SEE DETAIL)
- HEAVY DUTY ASPHALT PAVEMENT (SEE DETAIL)
- LANDSCAPING: DECORATIVE CORNER ROCK MULCH

KEYED NOTES

- 2001.1 EXISTING TOILET, EXISTING AS NECESSARY, SHALL BE REMOVED.
- 2001.2 EXISTING TOILET SHALL BE REMOVED, EXISTING TOILET SHALL BE REMOVED.
- 2001.3 EXISTING TOILET SHALL BE REMOVED, EXISTING TOILET SHALL BE REMOVED.
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- 2001.5 EXISTING TOILET SHALL BE REMOVED, EXISTING TOILET SHALL BE REMOVED.
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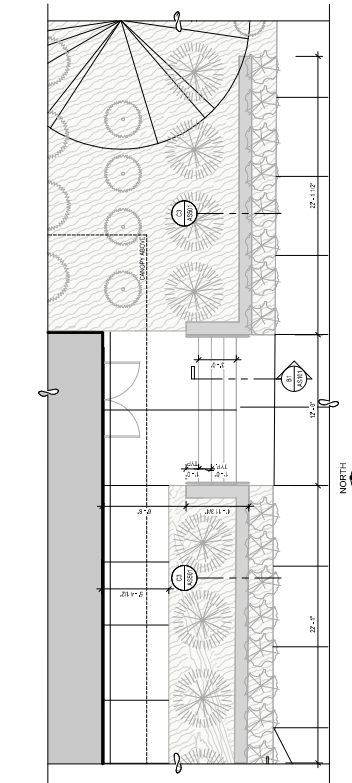
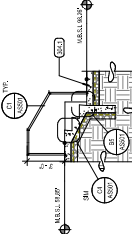


B4 PLAN - SITE - ENLARGED  
SCALE: 1/8" = 1'-0"



A4 ELEVATION - SITE - ENLARGED ENTRY  
SCALE: 1/8" = 1'-0"

B1 SECTION - STAIR  
SCALE: 1/8" = 1'-0"



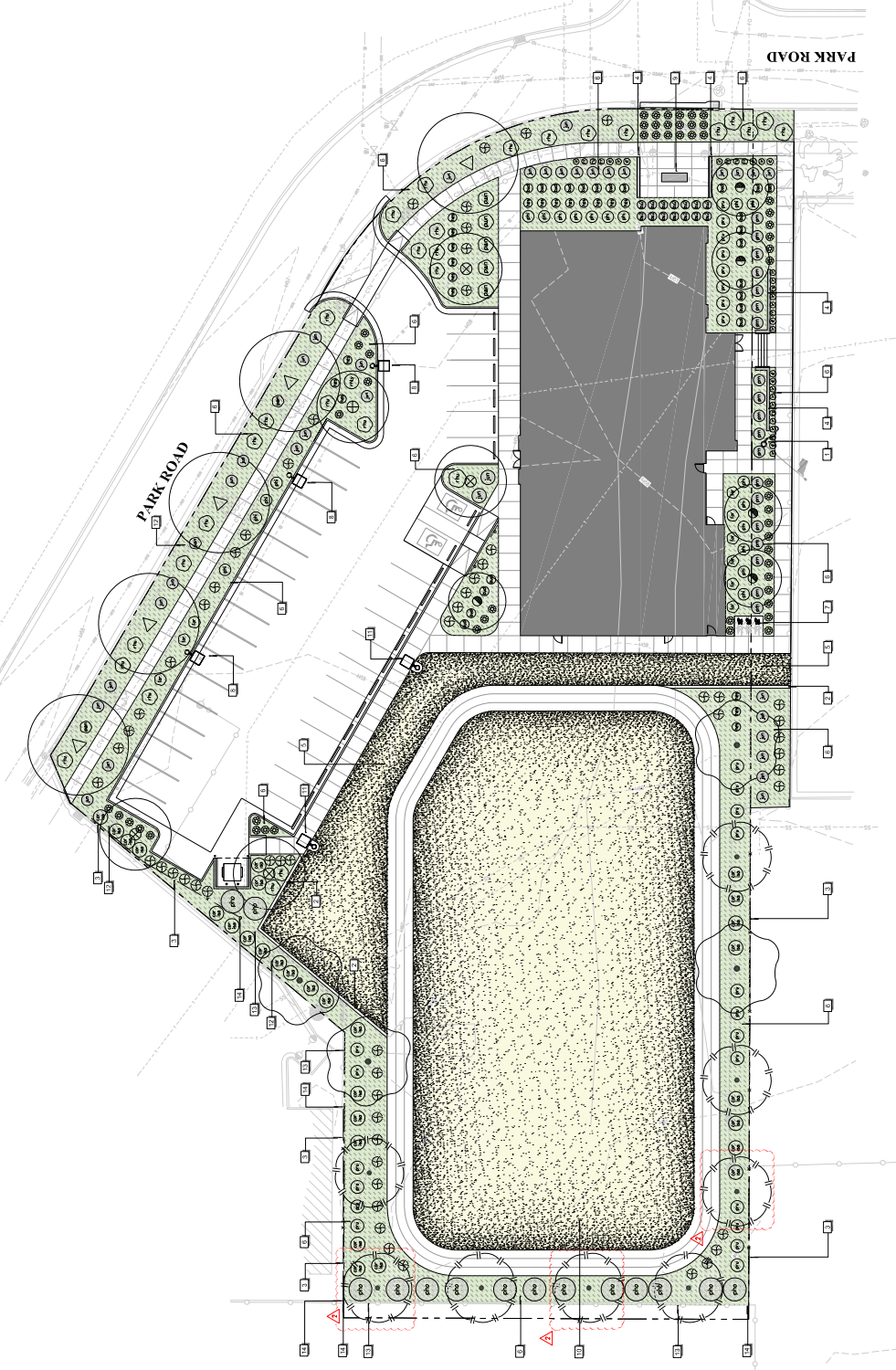
A1 PLAN - SITE - OVERALL ENTRY  
SCALE: 1/8" = 1'-0"



1. CONTRACTOR SHALL BE RESPONSIBLE FOR FINISHING UNLESS OTHERWISE NOTED WITH ALL UNDERGROUND UTILITIES, TRENCHES, AND ERECTIONS. CONTRACTOR SHALL TAKE SOLE RESPONSIBILITY FOR ANY COSTS INCURRED DUE TO DAMAGE OF ANY UTILITIES.
2. CONTRACTOR SHALL NOT INITIALLY PROCEED WITH CONSTRUCTION AS DESIGNED WHEN IT IS OBSERVED THAT ANY UNDERGROUND UTILITIES OR TRENCHES ARE NOT AS SHOWN ON THE LANDSCAPE PLAN. CONTRACTOR SHALL STOP WORK IMMEDIATELY AND NOTIFY THE ARCHITECT OF ANY DISCREPANCIES. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR OBTAINING ALL NECESSARY INFORMATION FROM THE CITY OF SALT LAKE CITY. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INFORMATION FROM THE CITY OF SALT LAKE CITY. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INFORMATION FROM THE CITY OF SALT LAKE CITY.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY CONSTRUCTION WITH SUBCONTRACTORS AS REQUIRED TO ACCOMPLISH THE LANDSCAPE CONSTRUCTION FOR THIS PROJECT.
4. SEE SPECIFICATIONS FOR PLANTING, SEASONING, MATERIALS, ERECTIONS AND MAINTENANCE.
5. ALL PLANTING SHALL BE APPROVED BY THE OWNER'S REPRESENTATIVE UPON DELIVERY TO THE SITE. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INFORMATION FROM THE CITY OF SALT LAKE CITY. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INFORMATION FROM THE CITY OF SALT LAKE CITY.
6. IF DISCREPANCIES ARISE BETWEEN ACTUAL PLANTING AREA SIZES IN THE FIELD AND THOSE SHOWN ON THE LANDSCAPE PLAN, CONTRACTOR SHALL CONTACT THE OWNER'S REPRESENTATIVE FOR RESOLUTION. FAILURE TO OBTAIN APPROVAL FROM THE OWNER'S REPRESENTATIVE SHALL BE AT THE CONTRACTOR'S RISK. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INFORMATION FROM THE CITY OF SALT LAKE CITY. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INFORMATION FROM THE CITY OF SALT LAKE CITY.
7. FINAL LOCATIONS OF ALL PLANT MATERIALS SHALL BE SUBJECT TO APPROVAL OF THE OWNER'S REPRESENTATIVE.
8. TREES SHALL NOT BE PLANTED LESS THAN 10' FROM CURBS OR HARD SURFACE AREAS UNLESS A SPECIAL PERMIT IS OBTAINED FROM THE CITY OF SALT LAKE CITY. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INFORMATION FROM THE CITY OF SALT LAKE CITY. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INFORMATION FROM THE CITY OF SALT LAKE CITY.
9. CONTRACTOR SHALL PROVIDE AN AGRICULTURAL TROPICAL ANALYSIS AND WIND SOIL AS RECOMMENDED - REFER TO SPECIFICATIONS.
10. THE CONTRACTOR SHALL SUPPLY ALL PLANT MATERIAL IN QUANTITIES SUFFICIENT TO COMPLETE THE LANDSCAPE CONSTRUCTION ON THE SITES.
11. PLANTING SHALL BE ACCORDING WITH SPECIFICATIONS.
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REFERENCE NOTE SCHEDULE

SYMBOL	DESCRIPTION
	FLAG POLE - REFER TO ARCH. PLANS
	CONCRETE LANDSCAPE CURB, TYP. - REFER TO ARCH. PLANS
	PROPOSED FENCE, TYP. - REFER TO ARCH. PLANS
	SITE WALL, TYP. - REFER TO ARCH. PLANS
	TURF AREA WITH 6" AMENDED TOPSOIL - SEE SHT. 1-100 DTL. H
	7" OF ROCK PILE - 1 TO 3" ROCK DIA. FURNISHED - 18,777 SF
	BIKE RACKS - REFER TO ARCH. PLANS
	LIGHT POLE - REFER TO ELEC. PLANS, TYP.
	SITE FEATURE - REFER TO ARCH. PLANS
	LIGHT POLE WITH CONCRETE LANDSCAPE CURB, TYP.
	EXISTING LIGHT POLE
	EXISTING FENCE - POSTET IN PLACE
	TIE INTO EXISTING FENCE
	* QUANTITIES ARE FOR REFERENCE ONLY. CONTRACTOR TO VERIFY QUANTITIES IN THE FIELD.



# FULLMER LEGACY CENTER

FULLMER LEGACY FOUNDATION  
10960 S. PARK ROAD  
SOUTH JORDAN, UTAH 84095



521 SOUTH 600 EAST  
SALT LAKE CITY, UT 84102  
801.513.8860 | VCBO.COM

**owner**  
FULLMER LEGACY FOUNDATION  
10960 S. PARK ROAD  
SOUTH JORDAN, UTAH 84095  
801.513.8860 | VCBO.COM

**architect**  
VCBO ARCHITECTURE  
521 SOUTH 600 EAST  
SALT LAKE CITY, UT 84102  
801.513.8860 | VCBO.COM

**landscape architect**  
ANDERSON DESIGN, INC.  
10960 S. PARK ROAD  
SOUTH JORDAN, UTAH 84095  
801.513.8860

**civil engineer**  
MERRICK ENGINEERING, INC.  
10960 S. PARK ROAD  
SOUTH JORDAN, UTAH 84095  
801.513.8860

**structural engineer**  
CROSS ENGINEERING  
10960 S. PARK ROAD  
SOUTH JORDAN, UTAH 84095  
801.513.8860

**mechanical engineer**  
MERRICK ENGINEERING, INC.  
10960 S. PARK ROAD  
SOUTH JORDAN, UTAH 84095  
801.513.8860

**electrical engineer**  
MERRICK ENGINEERING, INC.  
10960 S. PARK ROAD  
SOUTH JORDAN, UTAH 84095  
801.513.8860



CONSTRUCTION DOCUMENTS  
FEBRUARY 28, 2023

REV	DATE	DESCRIPTION
1	3-17-2023	ADDENDUM 1
3	4-25-2023	CITY COMMENTS

VCBO NUMBER: 19635  
CLIENT NUMBER:  
DATE: FEBRUARY 28, 2023

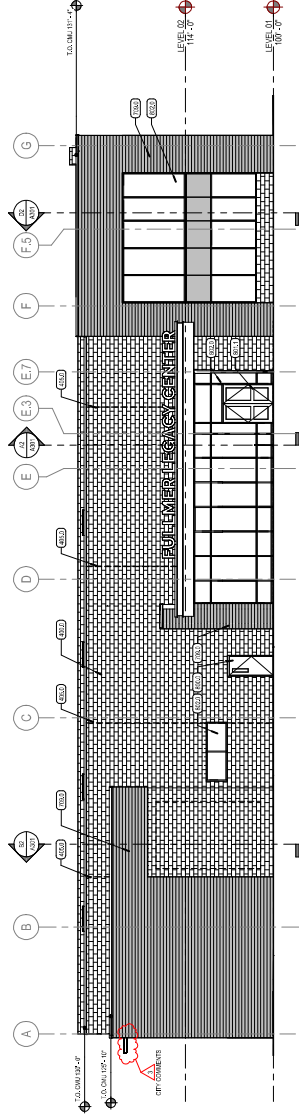
KEYED NOTES	
400.0	CONCRETE MASONRY UNIT (CMU)
405.0	MASONRY CONTROL JOINT
708.0	PRE-FINISHED EXTERIOR METAL PANEL
800.0	DOOR AND FRAME
801.1	DOOR ACCESS
802.0	STORE-FRONT SYSTEM

EXTERIOR FINISHED LEGEND

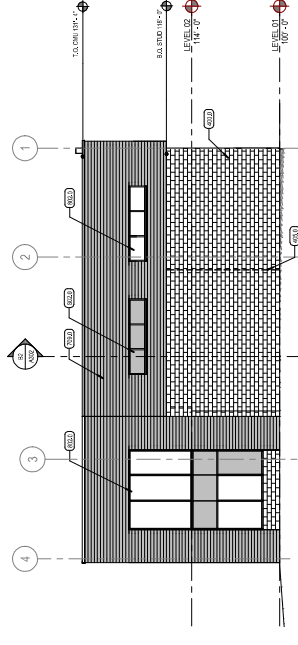
 PREPRESSED HORIZONTAL CORRUGATED METAL PANEL  
 MASONRY CONTROL JOINTS. SEE DETAIL C-2000

 HOMOED FACE CHUBB LOCK, SEALED  
NO ALTERNATE. GO TO PROVIDE ALTERNATE PRICING FOR PAINTED  
CUMULOID OF HOMOED CHUBB AT EXTERIOR WALLS. WE WILL ALLOW  
RANDOM COLOES OF BLOCK, FACTORY SECOND AND OVER.  
SUNS OF THE 10" EXTERIOR BLOCK TO BE USED AS LONG AS THEY  
MEET OTHER PERFORMANCE REQUIREMENTS OF THE SPEC. THE  
BLOCK WILL THEN BE REQUIRED TO BE PAINTED ON THE EXTERIOR  
FACE. COLOR WILL BE SW. 7344 MINGELI GREY

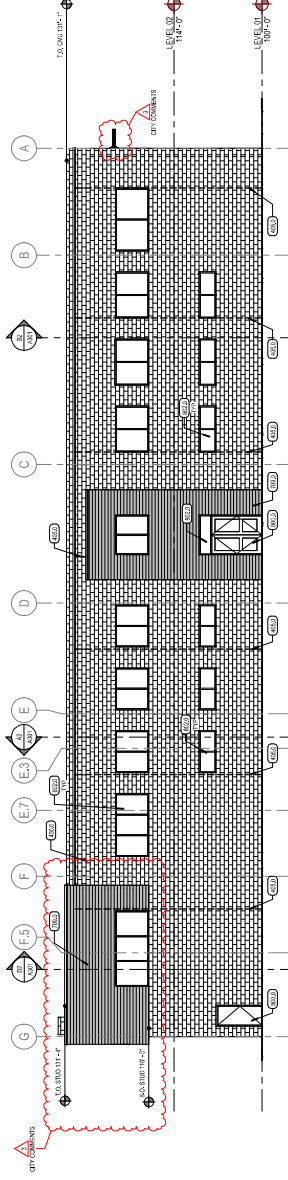
1



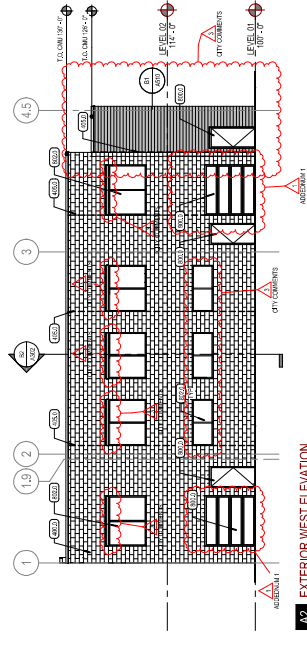
E2 EXTERIOR SOUTH ELEVATION



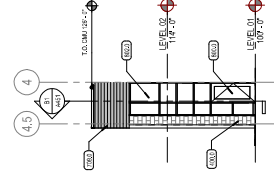
C2 EXTERIOR EAST ELEVATION



**B2** EXTERIOR NORTH ELEVATION



A2 EXTERIOR WEST ELEVATION



**A4** EXT. ELEVATION STAIR 2



 SINGLE FINISH SYMBOLS INDICATE WHERE FINISHES ARE DIFFERENT FROM GENERAL ROOM FINISHES. OR PROVIDE ADDITIONAL FINISH INFORMATION

 CHANGE AT FLOOR WATERM., SEE AG / AG77 FOR TRANSPORTING

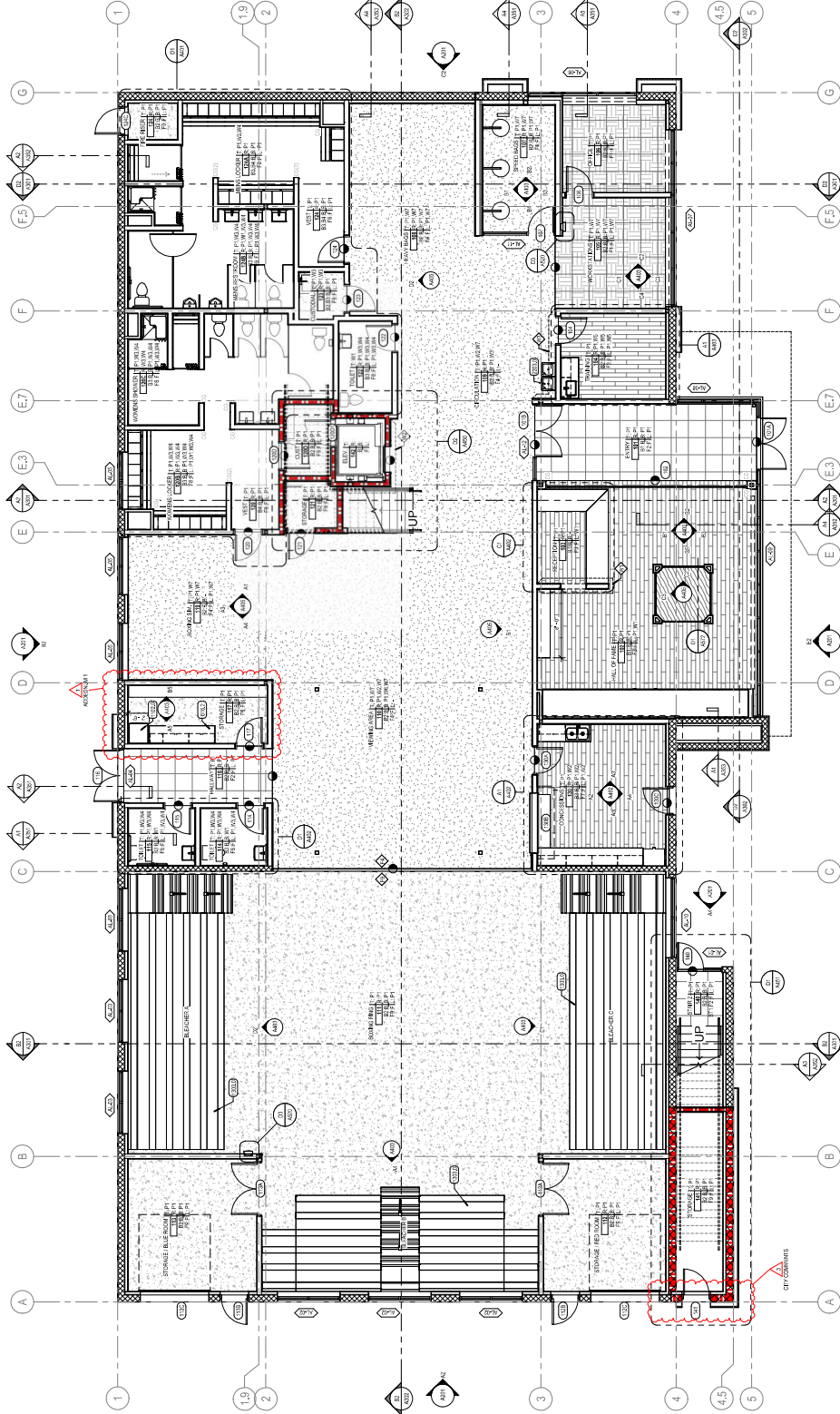
CCENTER CLM80

1. *Journal of the American Medical Association*, 2000; 284: 2689-2695.

- [illegible]

616-2	COUNTERTOP, QUARTZ SURFACING
1162-0	ELECTRIC WASHER AND DRYER, MC
1303-0	RETRACTABLE BLEACHERS
2203-0	ELECTRIC WATER COOLER, RECESSED, WITH BOTTLE FILLER

- WHERE FLOOR DRAINS ARE INSTALLED, THE FLOOR IS TO SLOPE TO THE DRAIN. THE MAXIMUM SLOPE IS NOT TO EXCEED 2% WHILE THE MINIMUM SLOPE IS NOT TO BE LESS THAN 1%.
- WHERE CONCRETE PADS ARE CALLED TO BE CONSTRUCTED UNDER EQUIPMENT THE SLAB IS TO BE 8" THICK, UNO., AND IS TO HAVE 4# BARS AT 18" O.C. EACH WAY. COORDINATE DIMENSIONS OF PAD WITH ACTUAL EQUIP. SPEC.
- SEE DETAIL D3, D5 AND D6 ON SHEET A509 FOR TYPICAL FIRE

[illegible]

B1 PLAN - LEVEL 01 - FINISH / ANNOTATED

PLAN - LEVEL

PLAN - LEVEL

When Recorded Return to:  
Mr. Don Tingey  
South Jordan City  
1600 W Towne Center

PARCEL #27-22-126-032  
GRANTOR: SOUTH JORDAN  
CITY  
Page 1 of 4

#### **SHARED ACCESS AND USE EASEMENT**

**SOUTH JORDAN CITY ("Grantor")**, owner of Parcel No. 27-22-126-032 , hereby grants and conveys to **SALT LAKE COUNTY ("Grantee")**, for good and valuable consideration, the receipt and sufficiency is hereby acknowledged, a non-exclusive, perpetual Shared Access and Use Easement for business access, ingress and egress, and parking on a portion of the Grantor's property, more particularly described as:

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

Contains: 5,844 square feet or 0.134 acres

Grantee reserves said Shared Access and Use Easement, with the right of ingress and egress, to said Grantee's officers, employees, representatives, agents, and assigns, as well as the public at large, to enter upon the above described easement as necessary for parking purposes.

Each Party shall only be responsible for maintaining the shared access easement to the extent necessary for its use. Notwithstanding the foregoing, to the extent a party causes damage to the shared access easement, such party shall (a) be responsible for repairing said damage to return the shared access easement to the condition in which they were prior to the occurrence of the damage; and (b) to the extent allowed by law, shall defend, indemnify and hold harmless the other party from any claims from any other third parties regarding such damage. If any maintenance is required, the parties shall equally share the expenses.

This shared access easement is effective upon filing this instrument with the Salt Lake County Recorder's Office. Furthermore, this shared access easement shall run with the land and shall be binding upon the parties hereto and their respective successors and assigns.

**GRANTOR: SOUTH JORDAN CITY**

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

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

State of Utah        )  
                              )  
County of Salt Lake    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_,  
the \_\_\_\_\_ of SOUTH JORDAN CITY.

LEGAL DESCRIPTION

A SHARED ACCESS EASEMENT BEING PART OF AN ENTIRE TRACT DESCRIBED IN THAT QUIT CLAIM DEED, RECORDED AT ENTRY #7809779, IN BOOK 8419, ON PAGE 7097, IN THE SALT LAKE COUNTY RECORDER'S OFFICE, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF LOT 2, EQUESTRIAN PARK SUBDIVISION, AS PLATTED AND RECORDED IN BOOK 2022P, BOOK 77, IN THE SALT LAKE COUNTY RECORDER'S OFFICE, WHICH IS 270.44 FEET N. 00°17'51" E. AND 950.53 FEET WEST FROM THE SOUTH QUARTER CORNER OF SECTION 15, T3S, R1W, SLB&M; THENCE SOUTHERLY 26.93 FEET ALONG A NON-TANGENT 180.00 FOOT CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 8°34'25" (CHORD BEARS S. 05°47'05" W. 26.91 FEET) TO A POINT OF NON-TANGENCY WITH A 14.00 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHERLY 12.09 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 49°28'38", BEARING TO RADIUS POINT IS S. 53°24'02" W. (CHORD BEARS N. 61°20'38" W. 11.72 FEET); THENCE N. 89°36'35" W. 13.01 FEET TO THE POINT OF TANGENCY WITH A 5.00 FOOT CURVE TO LEFT; THENCE SOUTHWESTERLY 7.86 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°07'29" (CHORD BEARS S. 45°19'41" W. 7.08 FEET); THENCE S. 00°15'56" W. 34.81 FEET; THENCE N. 89°36'35" W. 85.03 FEET TO AN EASTERLY BOUNDARY LINE OF LOT 1, IN SAID EQUESTRIAN PARK SUBDIVISION; THENCE N. 00°15'56" E. 61.06 FEET ALONG SAID LOT LINE TO THE SOUTHWESTERLY CORNER OF SAID LOT 2; THENCE S. 89°36'35" E. 115.95 FEET TO THE POINT OF BEGINNING.

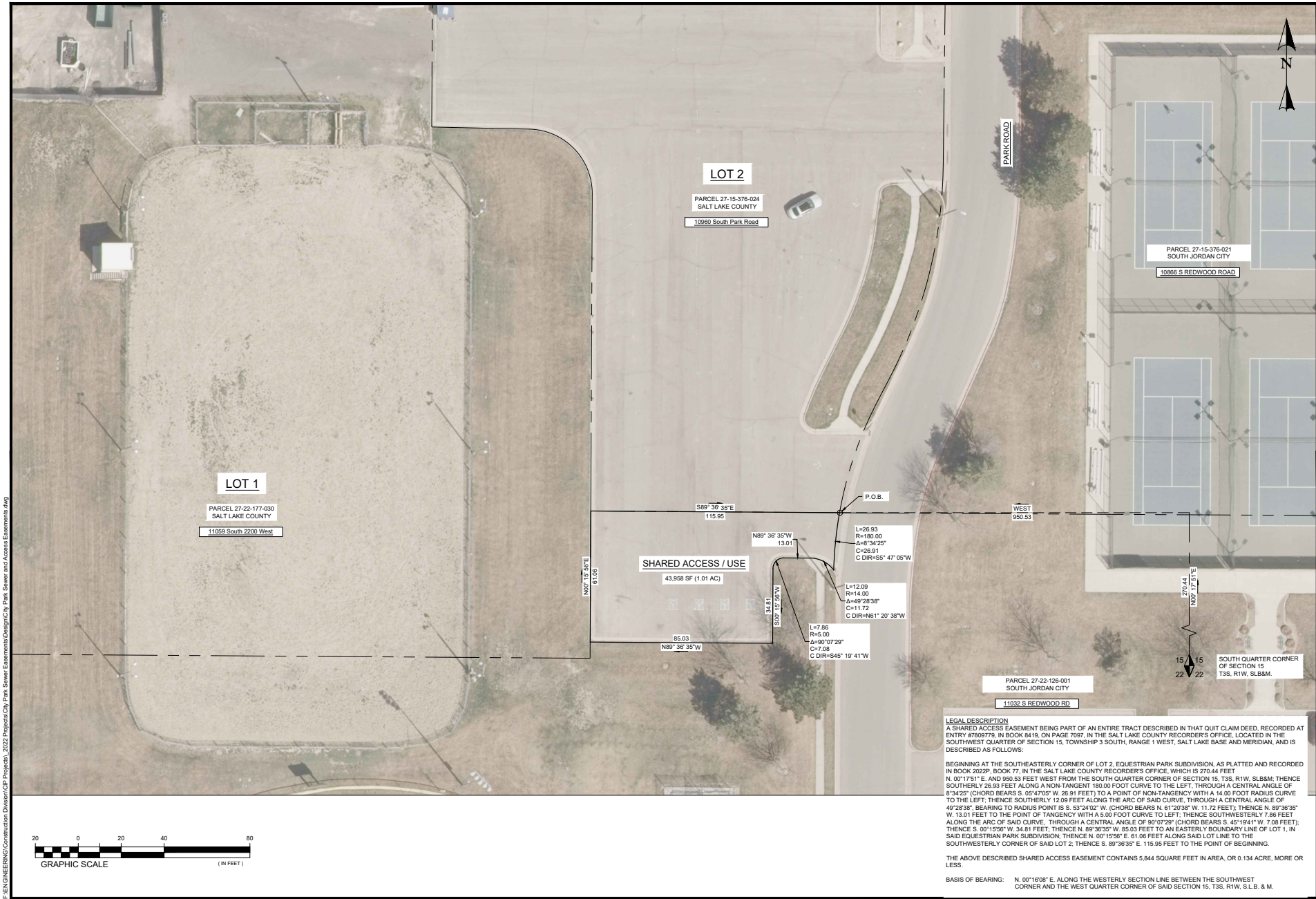
THE ABOVE DESCRIBED SHARED ACCESS EASEMENT CONTAINS 5,844 SQUARE FEET IN AREA, OR 0.134 ACRE, MORE OR LESS.

EXHIBIT "B" BY THIS REFERENCE, MADE A PART HEREOF.

BASIS OF BEARING: N. 00°16'08" E. ALONG THE WESTERLY SECTION LINE BETWEEN THE SOUTHWEST CORNER AND THE WEST QUARTER CORNER OF SAID SECTION 15, T3S, R1W, S.L.B. & M.



F:\ENGINEERING\Commission Division\CDP Projects\2022 Project\City Park Sewer Elements\Design\City Park Sewer and Access Elements.dwg



NO.	DATE	REVISION COMMENTS



**SOUTH JORDAN CITY**  
**CITY PARK SHARED ACCESS/USE EASEMENT**  
**SOUTH JORDAN PARCEL 27-22-126-001**  
**EXHIBIT-B**

Drawn By: JWH  
Designed By: JWH  
Checked By: JWH  
Date: 3/7/2023

**EX-B**

When Recorded Return to:  
Mr. Don Tingey  
South Jordan City  
1600 W Towne Center

PARCEL I.D.# 27-15-376-024  
GRANTOR: SALT LAKE COUNTY  
Page 1 of 4

### **SHARED ACCESS AND USE EASEMENT**

**SALT LAKE COUNTY ("Grantor")**, owner of Parcel No. 27-15-376-024, hereby grants and conveys to **SOUTH JORDAN CITY ("Grantee")**, for good and valuable consideration, the receipt and sufficiency is hereby acknowledged, a non-exclusive, perpetual Shared Access and Use Easement for business access, ingress and egress, and parking on a portion of the Grantor's property, more particularly described as:

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

Contains: 43,958 square feet or 1.01 acres

Grantee reserves said Shared Access and Use Easement, with the right of ingress and egress, to said Grantee's officers, employees, representatives, agents, and assigns, as well as the public at large, to enter upon the above described easement as necessary for parking purposes.

Each Party shall only be responsible for maintaining the shared access easement to the extent necessary for its use. Notwithstanding the foregoing, to the extent a party causes damage to the shared access easement, such party shall (a) be responsible for repairing said damage to return the shared access easement to the condition in which they were prior to the occurrence of the damage; and (b) to the extent allowed by law, shall defend, indemnify and hold harmless the other party from any claims from any other third parties regarding such damage. If any maintenance is required, the parties shall equally share the expenses.

This shared access easement is effective upon filing this instrument with the Salt Lake County Recorder's Office. Furthermore, this shared access easement shall run with the land and shall be binding upon the parties hereto and their respective successors and assigns.

GRANTOR: SALT LAKE COUNTY

STATE OF UTAH	)	By: _____
	)ss.	MAYOR or DESIGNEE
COUNTY OF SALT LAKE	)	By: _____
		COUNTY CLERK

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_, who being duly sworn, did say that \_\_he is the \_\_\_\_\_ of Salt Lake County, Office of Mayor, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority of law.

**WITNESS** my hand and official stamp the date in this certificate first above written:

Notary Public \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Residing in: \_\_\_\_\_

COUNTY CLERK

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_,  
Who being duly sworn, did say that \_\_he is the CLERK of Salt Lake County, by authority of a resolution of the SALT LAKE COUNTY COUNCIL.

**WITNESS** my hand and official stamp the date in this certificate first above written;

Notary Public \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Residing in: \_\_\_\_\_



**Exhibit A**

LEGAL DESCRIPTION:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 2, EQUESTRIAN PARK SUBDIVISION AS RECORDED AS ENTRY No 13908564, BOOK 2022P, PAGE 077, IN THE OFFICE OF THE SALT LAKE COUNTY RECORDERS OFFICE. THENCE NORTHERLY AND WESTERLY ALONG THE WESTERLY LINE OF SAID LOT 2, THE FOLLOWING (4) COURSES: 1) N. 00°15'56" E. 147.73 FEET TO THE POINT OF TANGENCY WITH A 30.00 FOOT RADIUS CURVE TO THE LEFT; 2) NORTHWESTERLY 46.61 FT ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°01'30" (CHORD BEARS N. 44°14'49" W. 42.06 FEET); 3) N. 88°45'34 W. 45.48 FEET 4) N. 00°16'52" E. 74.40 FEET; THENCE S. 89°36'35" E. 239.09 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 2; THENCE SOUTHERLY ALONG SAID LOT LINE, THE FOLLOWING (5) COURSES: 1) S. 00°40'10" W. 90.43 FEET TO THE POINT OF TANGENCY WITH A 220.00 FOOT RADIUS CURVE TO THE RIGHT; 2) SOUTHERLY 103.17 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 26°52'02" (CHORD BEARS S. 14°06'13" W. 102.22 FEET); 3) S. 27°32'16" W. 12.51 FEET TO THE POINT OF TANGENCY WITH A 180.00 FOOT RADIUS CURVE TO THE LEFT; 4) SOUTHERLY 54.87 FEET ALONG CURVE, HAVING A CENTRAL ANGLE OF 17°27'59" (CHORD BEARS S. 18°48'17" W. 54.66 FT) TO THE SOUTHEASTERLY CORNER OF SAID LOT 2; THENCE N. 89°36'35" W. 115.95 FEET ALONG SAID SOUTHERLY LOT LINE TO THE POINT OF BEGINNING.

THE SHARED ACCESS AND USE EASEMENT CONTAINS 43,958 SQUARE FEET IN AREA, OR 1.01 ACRES, MORE OR LESS.

EXHIBIT "B" BY THIS REFERENCE, MADE A PART HEREOF.

BASIS OF BEARING: N. 00°16'08" E. ALONG THE WESTERLY SECTION LINE BETWEEN THE SOUTHWEST CORNER AND THE WEST QUARTER CORNER OF SAID SECTION 15, T3S, R1W, S.L.B. & M.

