

RESOLUTION NO. PC-2026-0002

A RESOLUTION BY THE OREM CITY PLANNING COMMISSION TO FORWARD A POSITIVE RECOMMENDATION TO CITY COUNCIL TO AMMEND ARTICLE 22-5-3(A) AND THE ZONING MAP OF THE CITY OF OREM BY REZONING THE PROPERTY LOCATED GENERALLY AT 1738 SOUTH GENEVA ROAD FROM THE OPEN SPACE (OS5) ZONE TO THE COMMUNITY COMMERCIAL (C2) ZONE (4.43 ACRES) WITH AN ATTACHED DEVELOPMENT AGREEMENT.

WHEREAS on September 11th, 2025, Paul Washburn filed an application with the City of Orem requesting the Planning Commission rezone the 4.43 acres, currently referred to as Johnson Farms, from Open Space (OS5) to Community Commercial (C2); and

WHEREAS agricultural uses are no longer viable due to new right-of-way improvements in the area and the applicant plans to redevelop the property as retail space with limited uses as provided in an accompanying Development Agreement (attached as Appendix B), which is made a condition of the rezone approval; and

WHEREAS a public meeting considering the subject application was held by the Planning Commission on January 7<sup>th</sup>, 2026; and

WHEREAS 156 notices were mailed to residents within 1,000 feet of the property; and

WHEREAS the agenda of the Planning Commission meeting at which the subject application was heard was posted at the Orem Public Library, on the Orem City webpage, and at the city offices at 56 North State Street; and

WHEREAS the matter having been submitted and the Planning Commission having fully considered the request as it relates to the health, safety, and general welfare of the City; the orderly development of land in the City; the effect upon the surrounding neighborhood; the compliance of the request with all applicable City ordinances and the Orem General Plan, and the special conditions applicable to the request.

BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF OREM, UTAH, as follows:

1. The Planning Commission finds this request for a rezone, and the associated development agreement, comply with all City codes and standards.
2. The Planning Commission hereby forwards a POSITIVE RECOMMENDATION to amend Article 22-5-3(A) and the zoning map of the city of Orem by rezoning the 4.43-acre property located generally at 1738 South Geneva Road from the Open Space (OS5) zone to the Community Commercial (C2) zone, subject to the terms of the attached Development Agreement.
3. This resolution shall take effect immediately upon passage.
4. If any part of this resolution shall be declared invalid, such decision shall not affect the validity of the remainder of this resolution.
5. All other resolutions or policies in conflict herewith, either in whole or part, are hereby repealed.

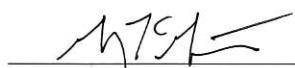
PASSED and APPROVED this 7<sup>th</sup> day of January 2026.



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CITY OF OREM, by  
Madeline Komen, Chairman

ATTEST:



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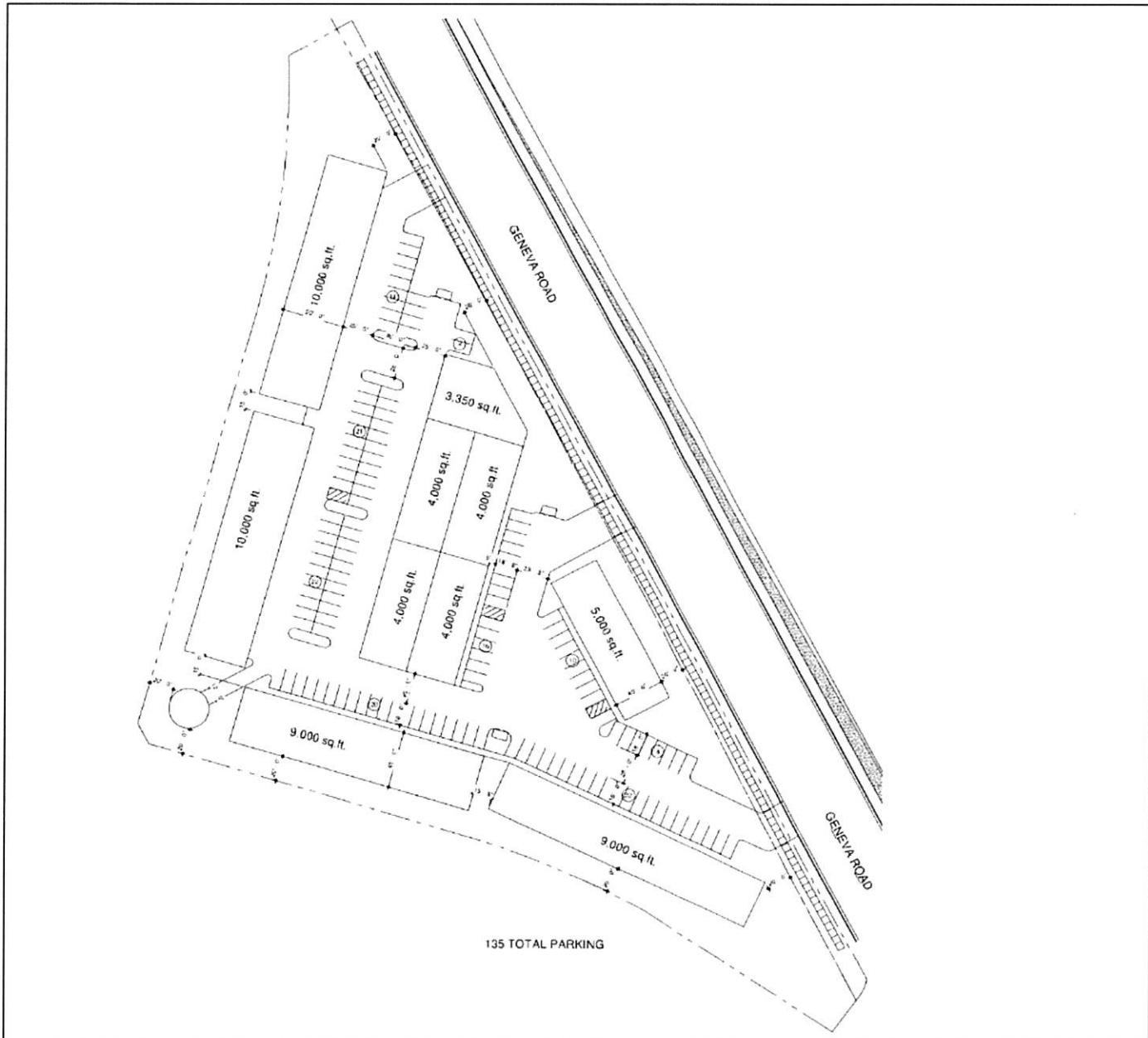
Gary McGinn, Planning Commission Secretary

PLANNING COMMISSION  
MEMBER

AYE      NAY      ABSTAIN      ABSENT

Mike Carpenter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gerald Crismon	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rod Erickson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
James Hawkes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Madeline Komen	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Britton Runolfson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Haysam Sakar	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

EXHIBIT A



## EXHIBIT B - DEVELOPMENT AGREEMENT

This Development Agreement is executed in duplicate this day of \_\_\_\_\_, 2025, by and between the City of Orem, a municipal corporation and political subdivision of the State of Utah, with its principal offices located at 56 North State Street, Orem, Utah 84057 (hereinafter referred to as the "City"); The Shops at Johnson Farm, LLC, a Utah limited liability company with its principal address of 8383 S Mesa Drive, Sandy, UT, 84093 (hereinafter referred to as "Developer"); and the following additional individuals and entities (collectively hereinafter referred to as "Owners"):

1. Martell Keith Johnson, Trustee of the Martell Johnson Family Trust dated February 4, 2020, with an address of [ADDRESS]; and
2. Cheryl B. Johnson, an individual with an address of [ADDRESS]; and
3. Nancy L. Zabel, Trustee of the K. Allan and Nancy Zabel Family Trust 2001 dated April 20, 2001, with an address of [ADDRESS]; and
4. Philip D. Johnson, an individual with an address of [ADDRESS]; and
5. Wallace K. Johnson and Alice H. Johnson, Trustees of the A&W Johnson Trust dated November 6, 2018, with an address of [ADDRESS].

### RECITALS

WHEREAS Owners are the owners of a parcel of property consisting of approximately 1.24 acres located at approximately 1738 South Geneva Road, Orem, Utah which is identified on the records of the Utah County Recorder as Tax ID # 19:035:0159 and which is more particularly described in Exhibit "A" (hereinafter referred to as the "Property"); and

WHEREAS Developer has a contract to purchase the Property, which is contingent on the Property being zoned C2; and

WHEREAS the Property is currently zoned OS5; and

WHEREAS Developer has filed an application with the City to rezone the Property from OS5 to the C2 zone in order to allow the development of a retail project on the Property as shown in the concept plan attached hereto as Exhibit "B" (the "Project"); and

WHEREAS in order to mitigate the potential negative impacts of the Project on neighboring property owners and to ensure that the development on the Property is constructed and used in conformance with Developer's representations, Developer, the City, and Owners are willing to enter into this Development Agreement; and

WHEREAS the City, acting pursuant to its authority under Utah Code Section 10-20-101, et. seq., and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has elected to approve this Agreement.

### COVENANTS

NOW, THEREFORE, in consideration of the promises and conditions set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the City, Owners, and Developer hereby agree as follows:

1. Development in Conformance with Concept Plan. The Parties acknowledge and agree that

the concept plan, drawings and renderings that Developer presented to the City Council were a significant factor in the City Council's favorable consideration of Developer's request to rezone the Property to C2. The Property shall be developed in conformance with the concept plan, drawings and renderings attached hereto as Exhibit "B" including, but not limited to conformance with building location, building design, layout, lighting, landscaping, elevations and building finish materials. Exhibit "B" is attached hereto and by reference is made a part hereof.

2. Limited Uses. The Parties acknowledge and agree that the proposed uses and Developer's and Owners' willingness to limit uses on the Property were also a significant factor in the City Council's favorable consideration of Developer's request to rezone the Property to C2. Therefore,

Developer agrees to maintain prohibitions on the following uses in the covenants, conditions, and restrictions (CC&Rs) for the Project, and pursuant to this agreement the following uses otherwise permitted in C2 zones shall not be permitted on the Property:

SLU 5513 Tires and Tubes

SLU 5511 Motor Vehicles New and Used

SLU 5512 Motor Vehicle Vehicles Used

SLU 5530 Gasoline Service Station With or Without Store

SLU 5920 Cannabis Pharmacy

SLU 5940 Retail Tobacco Specialty Business

SLU 5944 Cigars – Cigarettes

SLU 6112 Pawn Shops

SLU 6214 Laundromats

SLU 6232 Tattoos & Body Piercing

SLU 6411 Automobile Wash

SLU 6412 Auto Lube and Tune Up

SLU 6413 Automobile Repair

SLU 6414 Auto Body Repair and Paint

SLU 6317 Animal Kennels and Runs

SLU 6615 Building Construction – General Contractor, Office & Storage

SLU 6625 Landscaping Services, Office & Storage

Outdoor Storage of Any kind

3. Hours of Operation. Because of the proximity of the Property to residential uses, the hours of operation for all commercial development on the Property shall be limited to 5:00 a.m. to 12:00 a.m.(midnight). No business or other commercial activity shall take place on the Property between 12:00 a.m. to 5:00 a.m.

4. Agreement Considered Mitigation of Impact. In consideration of the covenants of Developer and Owners set forth in this Agreement, the City staff shall make a recommendation to the Orem City Council to consider the terms of this Development Agreement as sufficient

mitigation of the potential adverse impacts resulting from the request to change the zoning designation of the Property from the OS5 zone to the C2 zone.

5. No Guarantee of Rezone. The City makes no representation that the request of Developer to have the Property rezoned will be approved by the Orem City Council. Therefore, this Agreement shall not be binding upon Developer unless the request for a rezone of the Property to the C2 zone is approved by the Orem City Council.

6. No Limitation on Exercise of Police Power. Nothing in this Agreement shall limit the future exercise of the police power by the City in enacting zoning, subdivision, development, transportation, environmental, open space, and related land use plans, policies, ordinances and regulations after the date of this Agreement.

7. Compliance With All Applicable Laws. Nothing in this Agreement shall be deemed to relieve any person or entity who develops the Property from the obligation to comply with all applicable requirements of the City necessary for approval and recordation of subdivision plats and a site plan (if applicable), including the payment of fees and compliance with all other applicable ordinances, resolutions, including the Orem City Zoning and Subdivision Ordinances and design and construction standards.

8. Agreement to be Recorded. Upon the approval of the rezone of the Property to the C2 zone by the Orem City Council, this Agreement may be recorded against the Property and shall be deemed to run with the land and shall be binding on all successors and assigns of Owners and Developer in the ownership or development of any portion of the Property.

9. Indemnification. Developer, and Owners, if Owners develop the Property, agree to indemnify and hold the City harmless from and against any demand, claim, action, damages or loss of any type arising or resulting from the development of the Property except such demands, claims, actions, damages, or losses that are caused by the City's (or its employees') own negligence or willful misconduct.

10. Lawful Agreement. The parties represent that each of them has lawfully entered into this Agreement, having complied with all relevant statutes, ordinances, resolutions, bylaws, and other legal requirements applicable to their operation. The parties further represent that each of them has authority to enter into this Agreement and that the individuals signing this Agreement on behalf of each party have authority to bind the party represented by the signing individual.

11. Applicable Law. This Agreement shall be interpreted pursuant to the laws of the State of Utah.

12. Time of Essence. Time shall be of the essence of this Agreement.

13. Interpretation. The invalidity of any portion of this Agreement shall not prevent the

remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include the other gender. Should any provision of this Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that both parties have participated in the preparation hereof.

14. Modifications. No oral modifications or amendments to this Agreement shall be effective, but this Agreement may be modified or amended by written agreement only.

15. Assignment. Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Agreement.

16. Relationship of Parties. This Agreement does not create any joint venture, partnership, undertaking or business arrangement between the parties hereto, nor any rights or benefits to a third party.

17. Incorporation of Recitals. The Recitals to this Agreement are incorporated by reference into the Covenants section of this Agreement as if fully set forth herein.

18. Electronic Transaction and Signature. Each party agrees that this transaction may be conducted by electronic means. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such a record, including facsimile or email electronic signatures.

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SIGNED and ENTERED INTO this day of \_\_\_\_\_, 2025.

City of Orem, by:

\_\_\_\_\_  
Brenn Bybee, Orem City Manager

ATTEST: \_\_\_\_\_  
Teresa McKittrick, City Recorder

\_\_\_\_\_  
Martell Keith Johson, Trustee of the Martell Johnson

Family Trust, dated February 4, 2020 (as amended)

STATE OF UTAH )

:ss.

COUNTY OF UTAH )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by Martell Johnson, as Trustee of the Martell Johnson Family Trust, dated February 4, 2020 (as amended), who proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument.

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NOTARY PUBLIC

Cheryl B. Johnson

STATE OF UTAH )

:ss.

COUNTY OF UTAH )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by Cheryl Johnson, who proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument.

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NOTARY PUBLIC

Nancy L. Zabel, Trustee of the K. Allan and Nancy Zabel Family Trust 2001, dated April 20, 2001 (as amended)

STATE OF UTAH )

:ss.

COUNTY OF UTAH )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by Nancy Zabel, as Trustee of the K. Allan and Nancy Zabel Family Trust 2001, dated April 20, 2001 (as amended), who proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument.

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NOTARY PUBLIC

Philip D. Johnson

STATE OF UTAH )

:ss.

COUNTY OF UTAH )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by Philip Johnson, who proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument.

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NOTARY PUBLIC

Wallace K. Johnson, Trustee of the A&W Johnson Trust  
dated November 6, 2018 (as amended)

Alice H. Johnson, Trustee of the A&W Johnson Trust dated  
November 6, 2018 (as amended)

STATE OF UTAH )

:ss.

COUNTY OF UTAH )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by Wallace Johnson and Alice Johnson, as Trustees of the A&W Johnson Trust dated November 6, 2018 (as amended), who proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument.

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NOTARY PUBLIC

#### EXHIBIT A OF AGREEMENT - PROPERTY DESCRIPTION

##### Legal Description

Commencing at a point located South 00°43'17" East along the Section line 444.87 feet and West 1848.51 feet from the East quarter corner of Section 28, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence along the arc of a 37.50 foot radius curve to the right 7.56 feet (chord bears South 31°12'54" West 7.54 feet); thence South 36°59'06" West 34.43 feet; thence along the arc of a 1800.00 foot radius curve to the left 181.48 feet (chord bears North 57°44'50" West 181.40 feet); thence along the arc of a 650.00 foot radius curve to the left 155.55 feet (chord bears North 67°29'29" West 155.18 feet); thence North 74°20'50" West 262.17 feet; thence North 29°05'03" West 18.47 feet; thence along Lakeview Parkway the following 3 courses: North 15°39'10" East 345.65 feet, along the arc of a 660.79 foot radius curve to the left 206.57 feet (chord bears North 06°37'22" East 205.73 feet), North 61°16'05" East 40.73 feet; thence along Geneva Road the following 4 courses: South 31°05'43" East 195.81 feet, South 28°43'00" East 179.24 feet, South 28°29'07" East 227.93 feet, South 29°08'01" East 275.55 feet to the point of beginning.

AREA=185,729 sq. ft. or 4.26 acres

EXHIBIT B OF AGREEMENT - CONCEPT PLAN

