

RESOLUTION NO. PC-2026 - 0010

A RESOLUTION BY THE OREM CITY PLANNING COMMISSION
APPROVING THE PLAT AMENDMENT FOR BERKSHIRES
PLAT U, LOCATED GENERALLY AT 1469 S 1020 EAST IN THE
PD-18 ZONE

WHEREAS on January 16th, 2026, Ty Mattingly filed an application with the City of Orem requesting the City approve the Plat Amendment Berkshires Plat U, which combines two lots in the vicinity of 1469 S 1020 East in the PD-18 zone; and

WHEREAS a public hearing considering the subject application was held by the Planning Commission on March 18th, 2026; and

WHEREAS a notice of the Planning Commission public hearing for this Preliminary Plat application was posted in all required locations and within the timeline mandated by the State of Utah and by Orem City Code; 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 will not negatively affect the health, safety, and general welfare of the City.
2. The Planning Commission hereby **approves** the Plat Amendment for Berkshires Plat U located generally at 1469 S 1020 East **subject to the Development Agreement and Landscaping Plan as shown in Exhibit A and Exhibit B, respectively.**
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 All other resolutions or policies in conflict herewith, either in whole or part, are hereby repealed.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 18th day of March 2026.



CITY OF OREM, by
Madeline Komen, Chairman

ATTEST:



Gary McGinn, Planning Commission Secretary

PLANNING COMMISSION MEMBER	AYE	NAY	ABSTAIN	ABSENT
Jeff Reeves	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Susan Madsen	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Darren Hawkins	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Karl Radmall	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Madeline Komen	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Britton Runolfson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Micah Ladle	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Exhibit "A"

LANDSCAPING DEVELOPMENT AGREEMENT

This Landscaping Development Agreement is executed in duplicate this day of _____, 2026, 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") and Ty Mattingly and Julie Mattingly, individuals with an address of 1469 S 1020 E, Orem, UT 84097, and Catalyst Partners LLC, a Utah limited liability company with its principal address of 1469 S 1020 E, Orem, UT 84097, (Catalyst Partners LLC, Ty Mattingly and Julie Mattingly collectively hereinafter referred to as "Owners").

RECITALS

WHEREAS Catalyst Partners LLC owns property generally located at 1470 S 1080 E, Orem, Utah (County Parcel ID: 35:838:0002); and

WHEREAS Ty Mattingly and Julie Mattingly jointly own property generally located at 1468 S 1020 E, Orem, Utah (County Parcel ID: 35:838:0001); and

WHEREAS Owners have filed a subdivision amendment application with the City requesting to join their separate lots into one lot (the proposed lot hereinafter referred to as the Property); and

WHEREAS the Property creates a double-frontage lot; and

WHEREAS Section 17-7-10(E) of the City's subdivision ordinance prohibits double frontage lots unless "in the opinion of the City... a proposed subdivision and any area adjacent thereto will be aesthetically enhanced thereby;" and

WHEREAS, the Section 17-7-10(E) of the City's subdivision ordinance allows a back fence on a double frontage to be set back from the property line only if the Planning Commission approves the owner's landscape plan and a covenant to maintain the property according to the approved landscape plan is recorded on the subdivision plat and in a recorded agreement between the City and the property owner that runs with the land; and

WHEREAS Owners have submitted a landscape plan to the City, which is attached hereto as Exhibit A (Landscape Plan); and

WHEREAS the Planning Commission approved the Landscape Plan at the Planning Commission meeting held on March 18, 2026; and

WHEREAS the City is willing to determine that the Property will aesthetically enhance its subdivision and the area adjacent thereto because of the landscaping proposed between the fence and the road at the rear of the Property; 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 and Owners hereby agree as follows:

1. Development and Maintenance in Conformance with Landscape Plan. Owners agree to develop the portion rear of the Property between the fence and the road in conformance with the Landscape Plan, which is attached as Exhibit A and is hereby incorporated herein by reference. The rear portion of the Property between the fence and the road will be landscaped in conformance with the Landscape Plan by [DATE]. Owners also agree to maintain the landscaping of the rear portion of the Property between the fence and the road in conformance with the Landscape Plan.

2. City's Opinion that Subdivision Will Be Aesthetically Enhanced. The City agrees that installation and maintenance of the landscaping between the fence and the road in conformance with the Landscape Plan shall constitute compliance with the requirement for allowing a double frontage lot found in Orem City Code § 17-7-10(E) in conformance with the Landscape Plan aesthetically enhances the subdivision and the area adjacent thereto.

3. Breach. In the event that Owners fail to install the landscaping as described in Paragraph 1 or fail to maintain it, the City shall notify Owners of the breach by mail addressed to the Property or to the mailing address listed for the Property in the Utah County property records. Owners shall have one month from the mailing of the notice to bring the Property into compliance with Paragraph 1. If Owners fail to do so, the Parties agree that Owners shall pay the city liquidated damages in the amount of \$100 per day for each day between mailing of the notice and when the City inspects the Property and determines that it complies with Paragraph 1. The Parties further agree that the City may pursue any other lawful remedy to bring the agreed upon landscaping into compliance with the Landscape Plan.

4. 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.

5. 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.

6. Agreement to be Recorded. Upon the recordation of the new plat for the Property, this Agreement will 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 in the ownership of any portion of the Property.

7. Indemnification. Owners 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.

8. 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.

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

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

11. 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.

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

13. 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.

14. 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.

15. 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.

16. 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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