

RESOLUTION NO. PC-2026-0012

A RESOLUTION BY THE OREM CITY PLANNING COMMISSION TO FORWARD A POSITIVE RECOMMENDATION TO THE CITY COUNCIL TO AMEND ARTICLE 22-5-3(A) OF THE OREM CITY CODE AND THE ZONING MAP BY REZONING THE PROPERTY LOCATED GENERALLY AT 92 SOUTH 800 EAST FROM THE SINGLE-FAMILY RESIDENTIAL (R8) ZONE TO COMMERCIAL (C1) ZONE (1 ACRE) **WITH AN ATTACHED DEVELOPMENT AGREEMENT**

WHEREAS on February 6th, 2026, Julie Smith filed an application with the City of Orem requesting the City amend Article 22-5-3(A) of the Orem City code and the zoning map by rezoning the 1 acre property at 92 S 800 East from the R8 zone to the C1 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 Text Amendment application was posted in all required locations and within the timeline mandated by the State of Utah and by Orem City Code; and

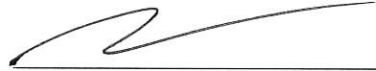
WHEREAS the matter having been submitted and the Planning Commission having fully considered the request as it relates to the health, safety, and general welfare of the City; the orderly development of land in the City; the effect upon the surrounding neighborhood; the compliance of the request with 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 recommends the City Council amend 22-5-3(A) of the Orem City code and the zoning map to rezone the property at 92 S 800 East from R8 to C1, **subject to the terms fo 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

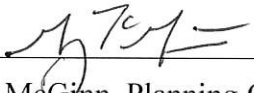
repealed.

PASSED and APPROVED this 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" – Text Amendment

DEVELOPMENT AGREEMENT

This 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"); M LLC, a Utah limited liability company with its principal address of 6000 S Fashion BLVD STE 102, Murray, UT, 84107 (hereinafter referred to as "Developer");

RECITALS

WHEREAS Developer is the owner of a parcel of property consisting of approximately 1.0076 acres located at approximately 92 S 800 East, Orem, Utah which is identified on the records of the Utah County Recorder as Tax ID # 17:071:0080 and which is more particularly described in Exhibit "A" (hereinafter referred to as the "Property"); and

WHEREAS the Property is currently zoned R8; and

WHEREAS Developer has filed an application with the City to rezone the Property from R8 to the C1 zone in order to allow the addition to an Assisted Living Facility 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 and the City, 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.

NOW, THEREFORE, in consideration of the promises and conditions set forth herein, and for other good and valuable considerations, the receipt of which is hereby acknowledged, the City 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 C1. 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 – including trees to block second story window vision from adjacent neighbors, elevations and building finish materials, Packaged Terminal Air conditioner, and condensing units to be placed on the north side. 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 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 C1. Therefore, Developer agrees to only allow Land Use Code 1281 pursuant to this agreement to be permitted on the Property:
3. Agreement Considered Mitigation of Impact. In consideration of the covenants of

Developer 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 R8 zone to the C1 zone.

4. 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 C1 zone is approved by the Orem City Council.

5. 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.

6. 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.

7. Agreement to be Recorded. Upon the approval of the rezone of the Property to the C1 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 Developer in the ownership or development of any portion of the Property.

8. Indemnification. Developer, if Developer develops the Property, agrees 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.

9. 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.

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

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

12. 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.

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

14. 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.

15. 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.

16. 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.

17. 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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