

ORDINANCE NO. O-2026-0007

AN ORDINANCE BY THE OREM CITY COUNCIL AMENDING ARTICLE 22-5-3(A) OF THE OREM CITY CODE AND THE ZONING MAP OF THE CITY OF OREM BY REZONING THE PROPERTY LOCATED GENERALLY AT 92 SOUTH 800 EAST FROM SINGLE-FAMILY RESIDENTIAL (R8) TO COMMERCIAL (C1) (1 ACRE) WITH AN ATTACHED DEVELOPMENT AGREEMENT

WHEREAS on February 6<sup>th</sup>, 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 South 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 18<sup>th</sup>, 2026; and

WHEREAS the Planning Commission forwarded a recommendation of approval to the City Council with seven (7) votes in favor and none opposed, together with the proposed development agreement limiting the use of the property to assisted living facilities; and

WHEREAS a public meeting to consider the subject application was held by the City Council on May 12<sup>th</sup>, 2026; and

WHEREAS notices of the public hearing and meetings for this zone map amendment application were 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 City Council 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 surrounding neighborhoods; and the special conditions applicable to the request.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OREM, UTAH, as follows:

1. The City Council finds this request to be in the best interest and general welfare of the City.
2. The City Council hereby amends Article 22-5-3(A) and the Zoning Map of the City of Orem, rezoning the 1-acre property at 92 South 800 East from the R8

Zone to the C1 Zone together with the development agreement limiting the use of the property to assisted living facilities, attached as "Exhibit A".

3. If any part of this ordinance shall be declared invalid, such decision shall not affect the validity of the remainder of this ordinance.
4. This ordinance shall take effect immediately upon passage and publication in a newspaper of general circulation in the City of Orem.
5. All other ordinances and policies in conflict herewith, either in whole or part, are hereby repealed.

PASSED, APPROVED and ORDERED PUBLISHED this 12<sup>th</sup> day of May 2026.

  
Karen McCandless, Mayor

ATTEST:

  
Teresa McKitrick, City Recorder



COUNCILMEMBER

AYE

NAY

ABSTAIN

Mayor Karen McCandless  
Jeff Lambson  
Jenn Gale  
Quinn Mecham  
LaNae Millett  
Chris Killpack  
Crystal Muhlestein

## DEVELOPMENT AGREEMENT

This Development Agreement is executed in duplicate this 12<sup>th</sup> day of May, 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.

## COVENANTS

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. The parties acknowledge that a conditional use permit was previously granted by the Orem City Council in 1997 to allow a residential care facility for the elderly on the Property. The Parties desire that the use of the Property be consistent with the previously approved use and Developer therefore agrees that Property shall only be used as a Level II Assisted Living Facility (SLU 1282) for persons who are at least 60 years of age or older.
  
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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SIGNED and ENTERED INTO this 12 day of May, 2026.

City of Orem, by:

[Signature]  
Brenn Bybee, Orem City Manager

ATTEST: [Signature]  
Teresa McKittrick, City Recorder

M LLC, a Utah limited liability company

[Signature]  
By: Dan Jones, Manager

STATE OF UTAH )  
 )  
:ss.  
COUNTY OF Salt Lake )

On this 12<sup>th</sup> day of May, 2026, personally appeared before me Dan Jones, Manager of M LLC, a Utah limited liability company, signer of the within instrument who duly acknowledged to me that he/she/they executed the same.

[Signature]  
NOTARY PUBLIC

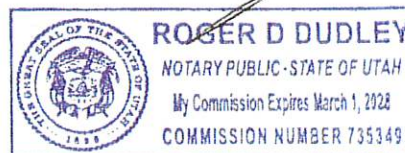
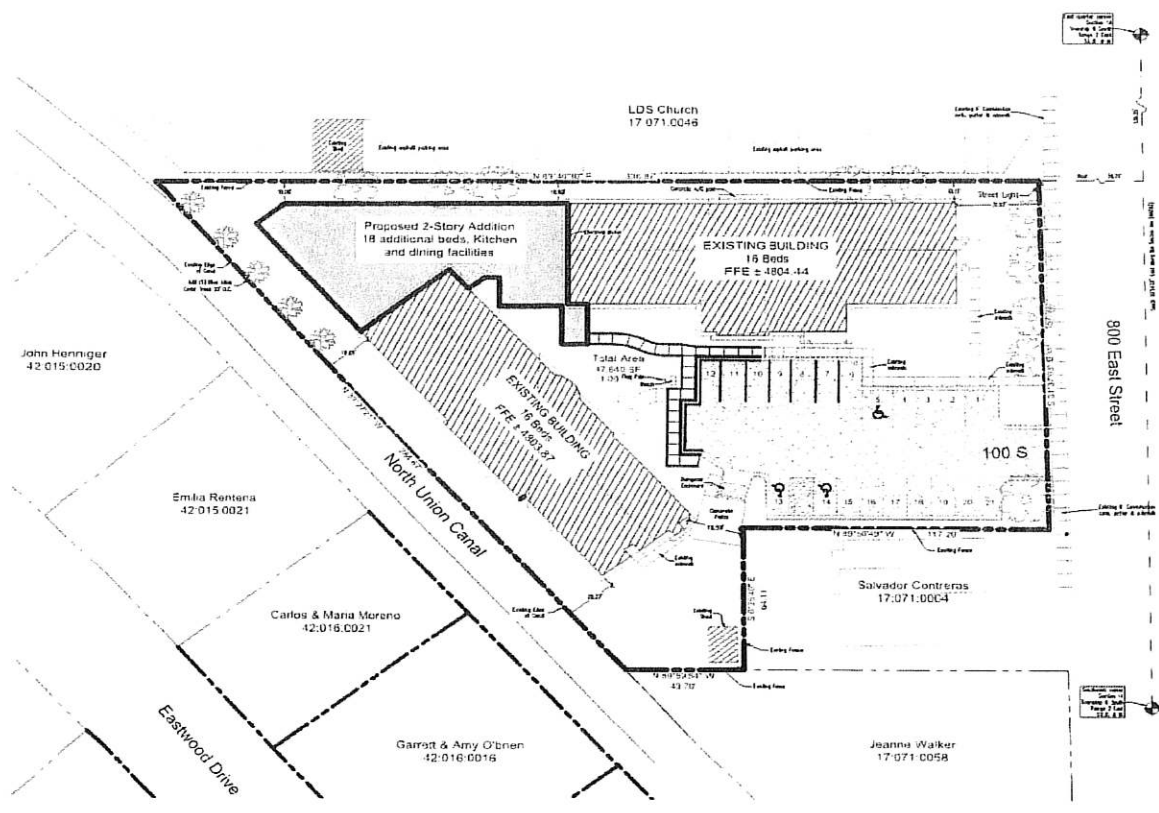


EXHIBIT A

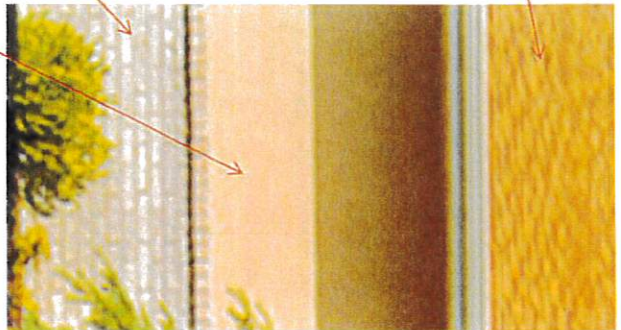
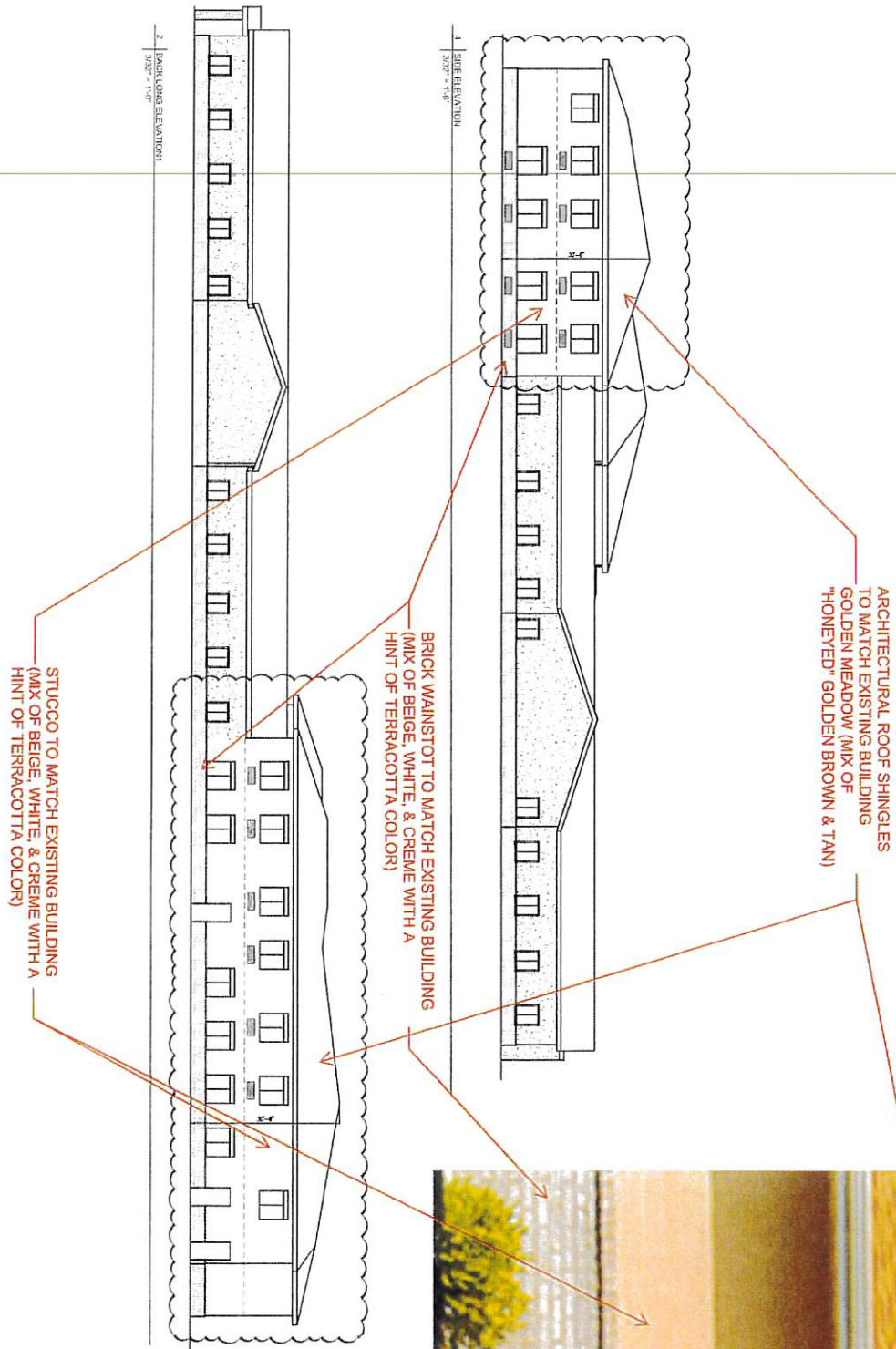
Commencing at a point located South 00°54'07" East along the Section line (NAD83) 536.35 feet and West 39.78 feet from the East quarter corner of Section 14, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence South 01°37'03" East along 800 East Street 157.98 feet to a fence; thence North 89°50'49" West along a fence line 117.20 feet to the northwest corner of the Salvador Contreras property; thence South 00°25'40" East along said Contreras property, along a fence line and extension thereof 64.11 feet to the northerly line of the Jeanne Walker property; thence North 89°59'54" West along said Walker property 43.70 feet to the easterly edge of the North Union Canal; thence North 39°27'21" West along said canal 284.67 feet to the extension of an existing fence; thence North 89°40'30" East along a fence line 336.87 feet to the point of beginning.

Area = 47,640 sq.ft. or 1.09 Acre

EXHIBIT B *p.1 of 4*  
CONCEPT PLAN

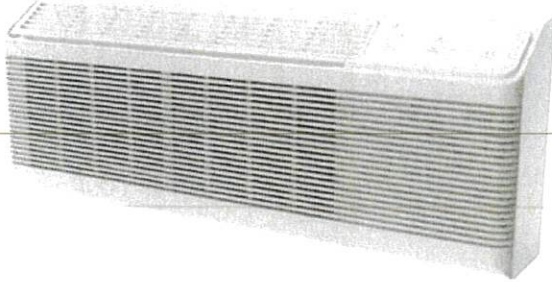






**Packaged Terminal Air conditioner this unit or equivalent**

This model is part of the GE Zoneline series, which is marketed as the "quietest PTAC in the industry".



**GE AZES15DCXXA 15000 BTU Class  
Zoneline PTAC Air Conditioner with  
Electric Heat - Fixed Speed  
Compressor - Corrosion Protection -  
Power Cord Included - R454B  
Refrigerant**

The **GE Zoneline AZES15DCXXA** is designed to be one of the quietest units on the market regarding outdoor noise, specifically boasting a Sound Transmission Class (STC) of 29.

**Key Outdoor Sound Design Features**

The unit utilizes several specialized barriers to minimize noise radiation:

- **Baked-On Mastic Barrier:** A heavy-duty, baked-on mastic layer covers the back of the unit. This provides superior insulation for the compressor and outdoor components, keeping the mechanical hum localized rather than broadcasting it.
- **Weather Barrier System:** A perimeter seal acts as a gasket around the unit, which GE claims keeps "all noise and dirt outside".
- **SMC Base Pan & Bulkhead:** The use of Sheet Molding Compound (SMC) in the base and internal bulkhead helps absorb vibrations and block noise from traveling through the chassis.
- **Two DC Fan Motors:** By using separate motors for indoor and outdoor fans, the unit can dial in the exact airflow needed, preventing the loud "racing" sounds common in single-motor units.