

ORDINANCE NO. O-2026-0013

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 355 WEST UNIVESRITY PARKWAY FROM SINGLE-FAMILY RESIDENTIAL (R8) TO COMMERCIAL (C2) (5.93 ACRES) WITH AN ATTACHED DEVELOPMENT AGREEMENT

WHEREAS on February 6th, 2026, McKenna Christensen 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 355 West University Parkway from the R8 Zone to the C2 Zone; and

WHEREAS a public hearing considering the subject application was held by the Planning Commission on April 1st and April 15th, 2026; and

WHEREAS the Planning Commission forwarded a recommendation of approval to the City Council with six (6) votes in favor and none opposed, together with the proposed development agreement limiting certain uses of the property; and

WHEREAS a public meeting to consider the subject application was held by the City Council on June 23rd, 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 in that it will more fully promote the objectives and purposes of the City's Zoning Ordinances and General Plan.
2. The City Council hereby amends Article 22-5-3(A) and the Zoning Map of the City of Orem, rezoning the 5.93-acre property at 355 West University Parkway from the R8 Zone to the C2 Zone together with the development agreement limiting certain uses of the property, 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 after a summary of this ordinance has been published or posted as required by law.
5. All other ordinances and policies in conflict herewith, either in whole or part, are hereby repealed.

PASSED, APPROVED and ORDERED PUBLISHED this **23rd day** of **June 2026**.


 Karen McCandless, Mayor

ATTEST:


 Teresa McKittrick, City Recorder



COUNCILMEMBER

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Mayor Karen McCandless
 Jeff Lambson

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Jenn Gale
Quinn Mecham
LaNae Millett
Chris Killpack
Crystal Muhlestein

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DEVELOPMENT AGREEMENT

This Development Agreement is executed in duplicate this 23 day of June, 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"); WDG Orem University Boulevard, LLC, a Utah limited liability company with its principal address of 610 North 800 West, Centerville, UT, 84014 (hereinafter referred to as "Developer");

RECITALS

WHEREAS Developer is the owner of a parcel of property consisting of approximately 5.9218 acres located at approximately 355 W University Parkway, Orem, Utah which is identified on the records of the Utah County Recorder as Tax ID # 19:028:0081 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 C2 zone in order to bring the existing office building into zoning compliance and redevelop the western portion of the Property in accordance with the regulations set forth in the C2 Zone (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. **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 Planning Commission and City Council's favorable consideration of Developer's request to rezone the Property to C2. Therefore, Developer agrees comply with all permitted and conditional uses in the C2 zone as set forth in Orem City's Code of Ordinances, Appendix A, as of the date of execution of this Development Agreement, with the exception of the following uses, which shall be expressly prohibited.

- a. Trailer / Containers for Recyclable Materials
- b. Taxicab Transportation
- c. Water Pressure Control Stations
- d. Sewage Pressure Control Stations
- e. Motor Vehicle Sales (new and used)
- f. Motor Vehicle Sales (used)
- g. Gasoline Service Station with or without Store
- h. Marine Craft & Accessories
- i. Medical Cannabis Pharmacy
- j. Retail Tobacco Specialty Business
- k. Pawn Shops
- l. Funeral Homes
- m. Automobile & Truck Rental
- n. Automobile Wash
- o. Automobile Repair (mechanical only)
- p. Auto Body Repair & Paint
- q. Motion Picture Theaters
- r. Convention Centers
- s. Ropes Course / Climbing Walls
- t. Laster Tag / Paint Ball
- u. Arcades & Miniature Golf
- v. Skating
- w. Soccer Facility
- x. Bowling
- y. Recreational Axe Throwing
- z. Swimming Pools
- aa. Water Slides
- bb. Indoor Rifle Ranges
- cc. Orchards
- dd. Tattooing

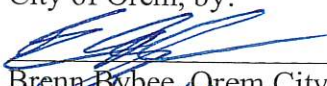
2. **Agreement Considered Mitigation of Impact.** In consideration of the covenants of Developer set forth in this Agreement, the City staff shall make a recommendation to the Orem City Council to consider the terms of this Development Agreement as sufficient mitigation of the potential adverse impacts resulting from the request to change the zoning designation of the Property from the R8 zone to the C2 zone.
3. **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.
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 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 Developer in the ownership or development of any portion of the Property.
7. **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.
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.

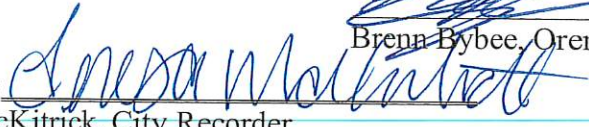
9. **Applicable Law.** This Agreement shall be interpreted pursuant to the laws of the State of Utah.
10. **Time of Essence.** Time shall be of the essence of this Agreement.
11. **Interpretation.** The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into 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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SIGNED and ENTERED INTO this 23 day of JUNE, 2026.

City of Orem, by:


Brenna Bybee, Orem City Manager

ATTEST: 
Teresa McKittrick, City Recorder

WDG University Boulevard, LLC
a Utah limited liability company

By: Cole West Entity Services, LLC
a Utah limited liability company
Its: Manager

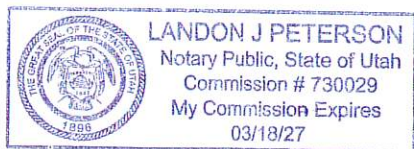
By: Cole West, LLC
a Utah limited liability company
Its: Manager


By: Colin Wright, Manager

STATE OF UTAH)
 :SS.

COUNTY OF DAVIS)

On this 15th day of JUNE, 2026, personally appeared before me
Colin Wright, Manager of Cole West, LLC, a Utah limited liability company, Manager of Cole
West Entity Services, LLC, a Utah limited liability company, Manager of WDG Orem
University Boulevard, LLC, a Utah limited liability company, signer of the within instrument
who duly acknowledged to me that he/she/they executed the same.




NOTARY PUBLIC

State of Utah
County of Utah

On June 23, 2020,

Brenn Bybee

Personally appeared before me,
☒ who is personally known to me
_____ whose identity I proved on the basis of

See pg. 5
to be a signer of the above document and he/she
acknowledged that he/she signed it.

Melissa Mullins
Notary Public

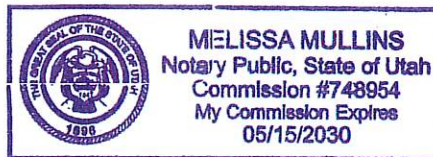


EXHIBIT A

Commencing South 0°33'45" East 731 feet from the North quarter corner of Section 27, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence South 89°13'00" East 474 feet; thence North 87°40'00" East 184 feet; thence South 1°18'30" West 464.34 feet; thence North 89°09'30" West 637.49 feet; thence North 00°33'45" West 433.84 feet; thence North 15°24'47" West 20.77 feet to the place of beginning.

LESS AND EXCEPTING therefrom that portion of land lying within that certain Boundary Line Agreement recorded May 11, 1990 as Entry No. 14967 in Book 2689 at Page 25 and described as follows:

Beginning at the Northeast fenced property corner of the L.D.S. Church property, which beginning point is on the West line of 300 West Street and the South line of 1400 South Street, Orem, Utah, and which beginning point is South 1131.47 feet and West 2035.63 feet (based upon the Utah State Plane Coordinate System, Utah Central Zone) from the Northeast corner of Section 27, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence South 34°04'27" West along the fenced West right of way line of said 300 West Street 28.42 feet; thence South 14°41'37" West along the fenced West right of way line of said 300 West Street 19.54 feet; thence South 15°56'15" West along the fenced right of way line of said 300 West street 18.24 feet; thence South 2°26'48" West along the West fenced right of way line of said 300 West Street and said fence line extended 214.51 feet; thence North 89°01'34" West along the South fence line (and South fenced line extended) 595.81 feet to the proposed East right of way line of 400 West Street, Orem; thence North 5°54'52" East along said proposed East right of way line of said 400 West Street 276.70 feet to the North fenced property line (and fenced property line extended); thence South 88°56'50" East along said north fenced property line (and fenced line extended) 602.36 feet to the point of beginning.

ALSO LESS AND EXCEPTING therefrom that portion of land Quit Claimed to City of Orem by that certain Quit Claim Deed Executed May 20, 1992 and recorded June 16, 1992 as Entry No. 29662 in Book 2950 at Page 873 and described as follows:

Commencing at a point located South 89°08'17" East along section line 44.865 feet and South 728.947 feet from the North one quarter corner of Section 27, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence South 0°40'00" West 431.079 feet; thence North 88°56'50" West 62.001 feet; thence North 0°40'00" East 427.453 feet; thence North 87°42'16" East along the South boundary of 1300 South Street 62.083 feet to the point of beginning.

ALSO LESS AND EXCEPTING therefrom that portion of land Warranted to City of Orem, a Municipal Corporation and Political Subdivision of the State of Utah by that certain Warranty Deed executed April 20, 2004 and recorded April 21, 2004 as Entry No. 45400:2004 and described as follows:

Commencing at a point in the South boundary of University Parkway, Orem, Utah, said point being located South 89°08'17" East along the section line 657.62 feet and South 721.01 feet from the North quarter corner of Section 27, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence along the South boundary of University Parkway as follows: North 87°52'38" East 0.45 feet, North 86°11'21" East 16.39 feet, North 81°54'25" East 181.10 feet, North 89°59'50" East 243.15 feet; thence South 05°23'36" West along a fence line 98.93 feet; thence North 89°49'44" West partially along a fence line 204.45 feet; thence North 89°36'34" West along a fence line 93.13 feet; thence South 89°53'08" West partially along a fence line 118.57 feet; thence South 01°46'55" West along a fence line 358.17 feet; thence along the arc of a 56.00 foot radius curve to the left 18.01 feet (chord bears South 64°45'32" West 17.93 feet); thence North 01°46'43" East 436.73 feet to the point of beginning.

ALSO LESS AND EXCEPTING therefrom that portion of land Quit Claimed to City of Orem by that certain Quit Claim Deed Executed October 26, 2016 and recorded January 12, 2017 as Entry No. 3419:2017 and described as follows:

Beginning at the Northwest corner of said entire tract, which point is at the intersection of the southerly right of way and limited access line of State Route 265 (University Parkway) and the Easterly right of way line of 400 West Street, which point is also 44.87 feet (44.84 feet measured) South 89°08'17" East along the section line and 728.95 feet (731.95 feet measured) South from the North Quarter Corner of Section 27, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence along the Northerly boundary line of said entire tract and said right of way and limited access line South 89°13'00" East (South 89°13'24" East measured) 33.04 feet to a point which is 48.00 feet perpendicularly distant Easterly from the control line of said 400 West Street; opposite Engineer Station 1304+00.40; thence South 05°19'38" West 165.29 feet to a point which is 48.00 feet perpendicularly distant Easterly from the control line of said 400 West Street, opposite Engineer Station 1302+35.11; thence South 27°45'14" East 31.15 feet to a point which is 65;00 feet perpendicularly distant Easterly from the control line of 400 West Street, opposite Engineer Station 1302+09.01; thence North 89°20'08" West 34.43 feet to the Westerly boundary line of said entire tract and the Easterly right of way line of said 400 West Street, which point is also 30.68 feet perpendicularly distant Easterly from the control line of said 400 West Street, opposite Engineer Station 1302+06.22; thence along said boundary and right of way line North 00°40'00" E. 192.20 feet, more or less, to the point of beginning as shown on the official map of said project on file at the office of the Utah Department of Transportation.

(Note: Rotate above bearings counterclockwise 00°14'36" to equal project bearings.)

Area = 5.921846