



CITY OF OREM
CITY COUNCIL MEETING
56 North State Street, Orem, Utah
January 10, 2023

*This meeting may be held electronically
to allow a Councilmember to participate.*

4:30 P.M. WORK SESSION - CITY COUNCIL CONFERENCE ROOM

DISCUSSION - Orem Water Reclamation Capital Facilities Plan overview (45min)

Discussion

Presenter: Assistant Public Works Director Reed Price & Public Works Director Chris Tschirki

**DISCUSSION - Proposed Amendment to Orem City Code Section -2-7-6
(Exceptions to Bidding Requirements) (15 min)**

Discussion

Presenter: Acting City Manager Brenn Bybee & City Attorney Steve Earl

1. AGENDA REVIEW & PREVIEW OF UPCOMING AGENDA ITEMS

The City Council will review the items on the agenda.

2. CITY COUNCIL REPORTS (BOARDS & COMMISSIONS, NEW BUSINESS, ETC.)

This is an opportunity for members of the City Council to raise issues of information or concern.

6:00 P.M. REGULAR SESSION - COUNCIL CHAMBERS

3. CALL TO ORDER

4. INVOCATION/INSPIRATIONAL THOUGHT: BY INVITATION

5. PLEDGE OF ALLEGIANCE: BY INVITATION

6. MAYOR'S REPORT/ITEMS REFERRED BY COUNCIL

7. PERSONAL APPEARANCES - 15 MINUTES

Time has been set aside for the public to express their ideas, concerns, and comments on items not scheduled as public hearings on the Agenda. Those wishing to speak are encouraged to show respect for those who serve the city. Comments should focus on issues concerning the city. Those wishing to speak should have signed in before the beginning of the meeting. (Please limit your comments to 3 minutes or less.)

8. CONSENT ITEMS

8.1 APPROVAL OF MEETING MINUTES

9. SCHEDULED ITEMS

- 9.1 PUBLIC HEARING – Amending the Agreement dated October 22, 1993, relating to the property located generally at 380 East 240 North to modify certain use and occupancy restrictions pertaining to the subject property.**

Presenter: Jason Bench, Planning Division Manager

- 9.2 PUBLIC HEARING - Amending Section 2.1.1 of the General Plan and the General Plan Map of the City of Orem by amending the land use designation from Mixed-Use District to Community and Regional Commercial along State Street.**

Presenter: Jason Bench, Planning Division Manager

10. COMMUNICATION ITEMS

10.1 Budget Report for the month ended November 2022

11. CITY MANAGER INFORMATION ITEMS

This is an opportunity for the City Manager to provide information to the City Council. These items are for information and do not require action by the City Council.

12. ADJOURN

THE PUBLIC IS INVITED TO PARTICIPATE IN ALL CITY COUNCIL MEETINGS.

**If you need a special accommodation to participate in the City Council Meetings and Study Sessions, please call the City Recorder's Office at least 3 working days prior to the meeting.
(Voice 801-229-7000)**

This agenda is also available on the City's webpage at orem.org



**CITY OF OREM
CITY COUNCIL
MEETING
JANUARY 10, 2023**

REQUEST:	APPROVAL OF MEETING MINUTES
APPLICANT:	
NOTICES:	
SITE INFORMATION:	
PREPARED BY:	

REQUEST:

BACKGROUND:

RECOMMENDATION:



**CITY OF OREM
CITY COUNCIL
MEETING
JANUARY 10, 2023**

REQUEST:	PUBLIC HEARING – Amending the Agreement dated October 22, 1993, relating to the property located generally at 380 East 240 North to modify certain use and occupancy restrictions pertaining to the subject property.
APPLICANT:	
NOTICES:	
SITE INFORMATION:	
PREPARED BY:	Cheryl Vargas, Associate Planner

REQUEST:

BACKGROUND:

RECOMMENDATION:

CITY OF OREM
CITY COUNCIL MEETING
JANUARY 10, 2023



REQUEST:	6:00 P.M. SCHEDULED ITEM PUBLIC HEARING – Amending the Agreement dated October 22, 1993, relating to the property located generally at 380 East 240 North to modify certain use and occupancy restrictions pertaining to the subject property.
APPLICANT:	Housing Authority of Utah County/Jeremy Runia
FISCAL IMPACT:	None

NOTICES:

- Posted in 2 public places
- Posted on City webpage
- Posted on the State noticing website
- Faxed to newspapers
- Posted at utah.gov/pa
- Mailed 211 postcards to residents within 500 feet

SITE INFORMATION:

General Plan Designation:
Medium Density Residential
 Current Zone: **R8**
 Acreage: **2.89**
 Neighborhood: **Sharon Park**

**PLANNING
COMMISSION
RECOMMENDATION**

4-0 for Approval

PREPARED BY:

Cheryl Vargas
 Associate Planner

REQUEST: The applicant requests the City amend the Agreement dated October 22, 1993, relating to the property located generally at 380 East 240 North to modify certain use and occupancy restrictions pertaining to the subject property.

BACKGROUND:

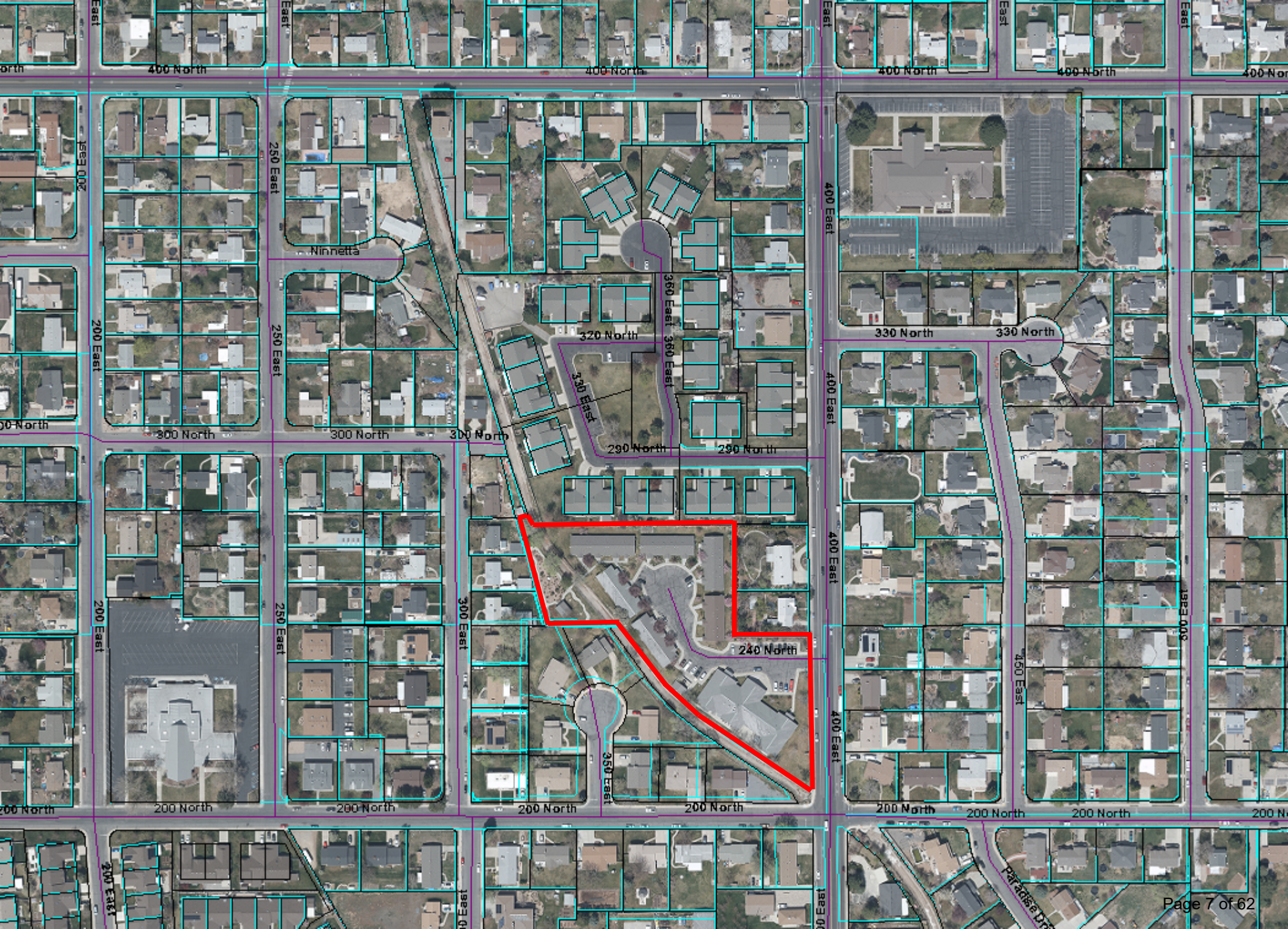
The Housing Authority of Utah County requests Orem City release the 55+ older age restriction for twenty-one (21) studio units. The property consists of fifty-seven (57) units (twenty-one (21) studio units and thirty-six (36) one-bedroom units). This will allow HAUC to provide housing to students or alumni of Scenic View Academy only in the twenty-one (21) studio units. The remaining thirty-six (36) one-bedroom units will continue to operate under the already established 55+ year age restriction.

The Housing Authority of Utah County is under contract to purchase the Canyon Breeze Senior Living Apartments. The property was built in 1994-1995. A deed restriction was recorded on title by Orem City (dated October 22, 1993). The property consists of seven separate one-story buildings. The largest building contains twenty-one (21) studio units and office spaces. The Housing Authority of Utah County is partnering with Scenic View Academy to provide referrals from their graduating or recently graduated students to live in only the twenty-one (21) studio units.

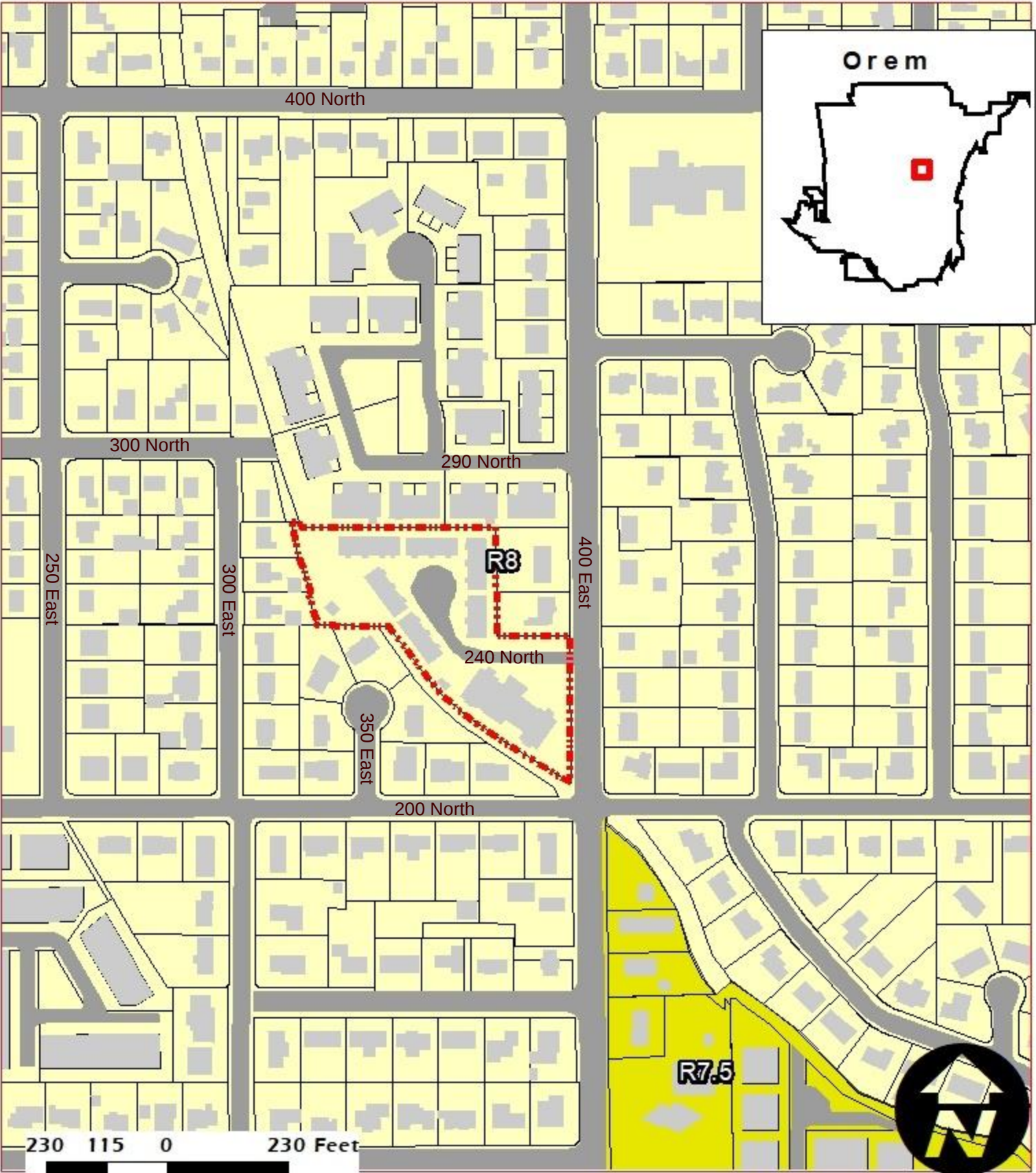
The Housing Authority of Utah County requests the City of Orem release the age restriction on the twenty-one (21) units in the main center portion of the project; and allow those twenty-one units to be occupied by graduates from the Scenic View Academy program for individuals with autism (or equivalent program) who are capable of independent living. Scenic View Academy is a nationally recognized and accredited non-profit school for adults aged 18-32 with autism spectrum neurodiversity's. These students are self-sufficient when they graduate. Scenic View Academy will provide resident case management and referrals to The Housing Authority of Utah County for each of the twenty-one (21) studio units. Scenic View Academy will have a dedicated office onsite in the main building and onsite staff as needed to assist their students living at Canyon Breeze. Scenic View Academy has been operating their central campus in Provo for nearly twenty years and needs additional housing options for their students nearing and/or completing graduation. The Housing Authority of Utah County will provide the property management, day to day operations and maintenance. All fifty-seven units will be operating under a typical 12-month lease format between The Housing Authority of Utah County and the resident.

The Housing Authority of Utah County agrees that occupancy of the twenty-one studio units will be limited to one person per unit. This restriction will help prevent parking issues.

RECOMMENDATION: The Planning Commission recommends the City Council, by resolution, amend the Agreement dated October 22, 1993, relating to the property located generally at 380 East 240 North to modify certain use and occupancy restrictions pertaining to the subject property.



HAUC - Canyon Breeze



◆ Agreement Revision
R8
2.89 Acres

NEIGHBORHOOD
Sharon Park

- Legend
- 380 E 240 North
 - Buildings
 - Parcels

CANYON BREEZE PROJECT
240 N 380 E OREM, UT



Street View



Existing Agreement

36533

ENT 66 BK 3337 PG 425
NINA B REID UTAH CO RECORDER BY JD
1994 JAN 3 10:39 AM FEE 32.00
RECORDED FOR AFFILIATED TITLE COMPANY IN

RESTRICTIVE COVENANT

The City of Orem, owner of the property to be restricted, executes this Restrictive Covenant to place restrictions on the future development and use of the subject property.

Legal Description

This Restrictive Covenant applies to the following described real property:

Lot 1 of Newell Estates Subdivision, Plat A, as recorded in the office of the Utah County Recorder.

EXCEPTING the following described portion of lot 1 which has already been conveyed by a Quit-Claim Deed recorded as Entry 44129, Book 2990, Page 5 as recorded in the office of the Utah County Recorder:

A tract of land in the northwest quarter of Section 14, in the City of Orem, Utah County, State of Utah, more particularly described as follows:

Commencing at a point located North 89°27'18" West along the section line 552.07 feet and South 780.53 feet from the North one-quarter corner of Section 14, Township 6 South, Range 2 East, Salt Lake Base and Meridian, said point also located North 0°18'30" West 199.70 feet and North 89°41'30" East 99.30 feet from the Southwest Corner of Lot 16, Knight Subdivision; thence along the east boundary of Price title (see book 2358, page 469) as follows: North 11°30'30" West 40.00 feet, North 15°42'30" West 77.21 feet; thence North 89°41'30" East 21.28 feet; thence along the west boundary of the North Union Canal and Plat "A", Newell Estates Subdivision as follows: South 16°49'15" East 90.78 feet, South 23°34'14" East 29.00 feet; thence South 89°41'30" West 30.26 feet to the point of beginning.

Note: Price title bearing of North equals North 0°18'30" East of this legal description.

The above-described property shall hereinafter be referred to as the "PROPERTY."

Purpose

The City of Orem ("City") intends to sell the PROPERTY to be used for the housing and care of low and moderate income elderly persons. The City has entered into an Agreement dated Oct. 22, 1993 with Robbins' Friendship Center, LTD ("Robbins"), in which Robbins agrees to purchase the PROPERTY and to develop and use it for the housing and care of low and moderate income elderly persons. A copy of the Agreement is attached hereto as Exhibit "A" and incorporated herein by reference.

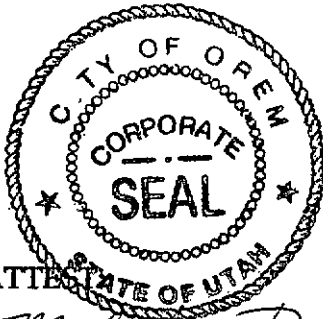
Restrictive Covenant

All construction, use and development of the PROPERTY shall be for the housing and care of low and moderate income elderly persons as set forth and defined in the Agreement attached hereto as Exhibit "A." The PROPERTY shall be used, held, sold, conveyed, transferred, developed, leased, sub-leased, and occupied in accordance with this restriction. This Restrictive Covenant shall run with the land and shall bind and apply to all parties having any right, title or interest in the PROPERTY, as well as their successors and assigns. This Restrictive Covenant shall inure to the benefit of City and may be enforced by the City.

Duration

This Restrictive Covenant shall be in full force and effect until October 22, 2043 (termination). Upon termination, the restriction shall have no further effect and shall not be enforceable.

SIGNED and DATED this 30th day of December, 19 93.

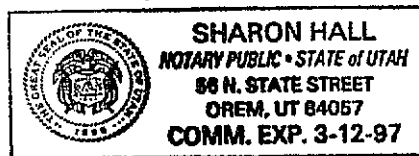


THE CITY OF OREM, by

Stella Welsh
Stella Welsh, Mayor

Melody Downey
Melody Downey, City Recorder

The foregoing instrument was acknowledged before me this 30th day of December, 19 93, by Stella Welsh, Mayor, and Melody Downey, City Recorder, of the City of Orem.



Sharon Hall
NOTARY PUBLIC

My commission expires: 3-12-97
Residing at: Orem, Utah

robbins.rcl

AGREEMENT
(Elderly Care Facility - 150 North 400 East)

This Contractual Agreement is executed in duplicate this 22 day of Oct., 1993, 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 ROBBINS' FRIENDSHIP CENTER, LTD., a Utah limited partnership, with its principal offices located at 984 South 930 West, Payson, UT 84651, hereinafter referred to as "ROBBINS."

RECITALS

WHEREAS the CITY owns real property in the vicinity of 150 North 400 East in Orem, Utah; and

WHEREAS the CITY purchased the real property with the intent of developing an elderly care facility for those having low and moderate incomes; and

WHEREAS the CITY was unable to develop the project; and

WHEREAS the CITY still believes that there is a need for the project and would like to see the project developed; and

WHEREAS the CITY has considered various alternatives for the financing and development of the project; and

WHEREAS the CITY determined that the best alternative for developing the project would be to solicit proposals from private contractors to develop the project on the CITY's real property; and

WHEREAS the CITY has solicited proposals from private developers to develop the project; and

WHEREAS all submitted proposals were reviewed by a Review Committee to determine which proposal was in the CITY's best interests; and

WHEREAS the Review Committee determined that ROBBINS' proposal best met the needs and concerns of the CITY and recommended that the City Council accept ROBBINS' proposal; and

WHEREAS the City Council reviewed ROBBINS' concept proposal and accepted the proposal in Resolution No. R-93-0004, subject to the negotiation and execution of a formal agreement between the CITY and ROBBINS; and

WHEREAS the CITY approved a conditional use permit and site plan on May 4, 1993 for ROBBINS' proposed development of the CITY's real property; and

WHEREAS the CITY and ROBBINS have negotiated terms for the purchase of the CITY's real property and the development of the project and desire to set forth those terms in 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 ROBBINS hereby agree as follows:

1. Sale of PROPERTY. The CITY agrees to sell and ROBBINS agrees to purchase real property located in the vicinity of 150 North 400 East, Orem, Utah. The real property shall be

sold and purchased in an "as is" condition and subject to the restrictions and obligations set forth in this Agreement.

A. Description. The real property to be sold consists of approximately 2.9 acres. The property is shown on the map attached hereto as Exhibit "A" and is more particularly described as follows:

Lot 1 of Newell Estates Subdivision, Plat A, as recorded in the office of the Utah County Recorder.

EXCEPTING the following described portion of lot 1 which has already been conveyed by a Quit-Claim Deed recorded as Entry 44129, Book 2990, Page 5 as recorded in the office of the Utah County Recorder:

A tract of land in the northwest quarter of Section 14, in the City of Orem, Utah County, State of Utah, more particularly described as follows:

Commencing at a point located North 89°27'18" West along the section line 552.07 feet and South 780.53 feet from the North one-quarter corner of Section 14, Township 6 South, Range 2 East, Salt Lake Base and Meridian, said point also located North 0°18'30" West 199.70 feet and North 89°41'30" East 99.30 feet from the Southwest Corner of Lot 16, Knight Subdivision; thence along the east boundary of Price title (see book 2358, page 469) as follows: North 11°30'30" West 40.00 feet, North 15°42'30" West 77.21 feet; thence North 89°41'30" East 21.28 feet; thence along the west boundary of the North Union Canal and Plat "A", Newell Estates Subdivision as follows: South 16°49'15" East 90.78 feet, South 23°34'14" East 29.00 feet; thence South 89°41'30" West 30.26 feet to the point of beginning.

Note: Price title bearing of North equals North 0°18'30" East of this legal description.

The above-described property shall hereinafter be referred to as the "PROPERTY."

B. Consideration. ROBBINS shall do the following as consideration for the PROPERTY:

1. **Purchase price.** ROBBINS shall pay the CITY One Hundred Twenty Thousand Dollars (\$120,000.00) for the PROPERTY. Payment shall be made as follows:

a. **Closing.** ROBBINS shall pay the CITY Sixty Thousand Dollars (\$60,000.00) at the time of closing.

b. **Balance.** ROBBINS shall pay the CITY the Sixty Thousand Dollar (\$60,000.00) balance in ten (10) annual payments of Six Thousand

Dollars (\$6,000.00). Each annual payment shall be made on or before the anniversary of the closing date. The first payment shall be due on or before the anniversary of the closing date in 1994. No interest shall accrue on the outstanding balance. At the CITY's option, the entire amount owed shall immediately become due and payable without notice or demand, if ROBBINS fails to make any payment when due.

2. **Additional consideration.** The parties acknowledge that the \$120,000.00 purchase price constitutes only partial consideration for the PROPERTY. The additional obligations set forth in this Agreement relating to the construction and operation of an elderly care facility for those having low and moderate incomes are an important part of the consideration for the PROPERTY, shall run with the land, shall survive the delivery of the Warranty Deed, and shall not be deemed to become merged or extinguished in the Warranty Deed.

C. **Closing.** The CITY acknowledges that ROBBINS needs HUD approval (use of low income housing tax credits) before it can complete the PROJECT. Closing shall not take place until ROBBINS has acquired the necessary HUD approval. If closing does not take place on or before March 1, 1994, then this Agreement shall be null and void and neither party shall have any further obligation to perform pursuant to this Agreement.

1. **Location.** Closing shall take place at Affiliated Title in Orem, Utah.

2. **Title.** The CITY shall convey the PROPERTY to ROBBINS by Warranty Deed, free and clear of any liens or encumbrances.

3. **Prorations.** All taxes and assessments on the PROPERTY shall be prorated as of the closing date.

4. **Costs.** All closing costs and fees shall be divided equally between the CITY and ROBBINS.

5. **Title insurance.** Neither party shall be required to purchase title insurance. Title insurance shall be paid for by the party desiring the insurance.

2. **Development of PROJECT.** ROBBINS shall construct an elderly care facility for those having low and moderate incomes on the PROPERTY. The facility shall be constructed and operated as set forth in this Agreement, the approved site plan, the approved conditional use permit, the approved building elevations, the approved construction drawings, and any applicable ordinances. The construction and maintenance of the facility in accordance with this Agreement, the approved site plan, the approved conditional use permit, the approved building elevations, the approved construction drawings, and any applicable ordinances shall hereinafter be referred to as the "PROJECT."

A. **Construction on PROPERTY.** The PROJECT shall be constructed on the PROPERTY.

B. **Site Plan.** The CITY approved a conditional use permit and site plan for the PROJECT on May 4, 1993. A copy of the approved site plan is attached hereto as Exhibit "B" and incorporated herein by reference.

C. **Basic design of PROJECT.** The PROJECT shall be designed and constructed with the following minimum requirements:

1. **Main center.** A main center that includes resident rooms, dining

facilities, adult day care, living room areas, a library, laundry facilities, and recreation facilities. Use of the main center facilities shall be restricted to residents and their guests. The purpose of this restriction is to ensure that the PROJECT will be used for the care of residents only, and not become a commercial establishment open to the public.

2. **Residential units.** Residential units that are constructed as set forth in ROBBINS' proposal (with one or two bedrooms per unit).

3. **Compatibility with neighborhood.** The PROJECT shall be designed so that it is compatible with, and an asset to, the surrounding residential properties. The structures shall be designed and located on the PROPERTY in a manner that minimizes any potential negative impacts on the surrounding residential properties. The PROJECT shall incorporate the creative use of open spaces and landscaping to provide a pleasant atmosphere for residents and neighbors.

D. **Development and maintenance of site.** ROBBINS shall develop and maintain the PROPERTY according to the site plan and conditional use permit approved by the City of Orem and this Agreement. This paragraph shall not limit ROBBINS' ability to apply for an amended site plan or conditional use permit, provided the proposed amendments meet the terms of this Agreement and City of Orem ordinances. ROBBINS shall comply with all development processes of the City of Orem, including the obtaining of all necessary building permits.

E. **Fees.** ROBBINS shall pay all usual and customary fees, charges, and costs to the City of Orem for development of the PROPERTY.

F. **Site improvements.** ROBBINS shall construct required improvements on the PROPERTY in accordance with City of Orem specifications, including but not limited to the following: sidewalks, curb and gutter, sewer and water lines, landscaping, and underground utilities.

G. **Completion of PROJECT.** The PROJECT shall be completed and fully operational on or before October 1, 1994. The CITY may, in its sole discretion, extend the completion date upon request of ROBBINS.

3. **Use of PROPERTY.** The PROJECT shall be used solely for the housing and care of low and moderate income elderly persons as defined herein.

A. **Elderly.** "Elderly" shall include:

1. A person who is at least fifty-five (55) years of age; and
2. Spouses of elderly persons, regardless of age; and
3. Live-in aides for elderly persons (only one per elderly person).

B. **Low and Moderate Income.** The parties agree to use the HUD Housing Assistance Programs definitions set forth in 24 CFR Ch. VIII to determine whether or not potential residents meet the low and moderate income requirement of this Agreement. Elderly persons (as defined in this Agreement, not HUD definitions), qualifying as either a "lower income family" or a "very low income family" under the HUD definitions qualify as having a low or moderate income under this Agreement. Under current HUD definitions, a "lower income family" is a family whose annual income does not exceed 80 percent of the median income for the area, as determined by HUD with adjustments

HAUC Request:

1. Remove the requirement for the "Elderly" use on 21 studio units (all contained in one building). The remaining 36 one bedroom units will remain under the current Elderly restriction.
2. Remove any requirement for assisted living on the entire property.
3. Retain the current expiration and terms of the original agreement.

for smaller and larger families. HUD may establish income limits higher or lower than 80 percent of the median income for the area on the basis of its finding that such variations are necessary because of the prevailing levels of construction costs or unusually high or low family incomes. A "very low income family" is a lower income family whose annual income does not exceed 50 percent of the median income for the area, as determined by HUD, with adjustments for smaller or larger families. HUD may establish income limits higher or lower than 50 percent of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes. If HUD discontinues or substantially changes its definitions, the parties shall either agree on a new definition in writing, or the parties shall use the definitions that were in effect upon execution of this Agreement, with "the CITY" being substituted for "HUD" in the definitions.

C. **Loss of status.** All residents of the PROJECT must meet the age and income requirements set forth herein. Any person or family that no longer meets the age or income standards shall be given up to sixty (60) days to find another place to live. For example, if a qualifying resident dies, the spouse and/or live-in aide for that resident can no longer stay at the PROJECT unless he or she can independently meet the age and income requirements.

4. **Restrictions on Use of PROPERTY.** ROBBINS acknowledges that the CITY's sole purpose in selling the PROPERTY to ROBBINS is to facilitate the construction and operation of an elderly care facility for those having a low or moderate income. The restrictions on the use of the PROPERTY shall exist for fifty (50) years after the execution of this Agreement. After expiration of the fifty years, this Agreement shall have no force or effect. To document these restrictions, the parties agree to the following:

A. **Recording of Agreement.** The CITY may record a copy of this Agreement at the time of closing or at any other time.

B. **Restrictive covenant.** The CITY will record a restrictive covenant on the PROPERTY that limits the uses of the PROPERTY to those set forth in this Agreement. The restrictive covenant shall be recorded at or before closing.

5. **HOME Money.** The CITY agrees to use Forty Thousand Dollars (\$40,000.00) of HOME money to help complete landscaping improvements for the PROJECT. ROBBINS acknowledges that it will be solely responsible for any requirements attached to the HOME money and that the CITY and ROBBINS will be required to enter into a separate agreement before the HOME money is disbursed to ROBBINS.

6. **Limitation on CITY Obligations.** The CITY shall have no obligations to ROBBINS, the development of the PROJECT, or the PROJECT itself, other than those specifically set forth in this Agreement. In addition, the CITY shall not be responsible for any financial obligations, costs or other liabilities of ROBBINS or the PROJECT.

7. **Indemnification.** ROBBINS 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 or operation of the PROJECT, except for such demands, claims, actions, damages, or losses that are caused by the CITY's own negligence.

8. Default.

A. ROBBINS. ROBBINS shall be considered in default if any of the following occur:

1. ROBBINS fails to comply with any of the requirements of this Agreement.

2. ROBBINS is dissolved or becomes subject to the jurisdiction of the United States Bankruptcy Court as a debtor, whether such bankruptcy is filed voluntarily or involuntarily.

3. ROBBINS divests itself of title to any portion of the PROPERTY without written permission from the CITY.

B. CITY. The CITY shall be considered in default if it fails to comply with any of the requirements of this Agreement.

9. Remedy for Failure to Perform or Default. The parties may avail themselves of the following remedies upon failure to perform or default:

A. Failure to develop or properly use PROPERTY. If ROBBINS fails to:

1. Develop the PROJECT according to the time frames and guidelines established in this Agreement, the approved site plan, or the conditional use permit; or

2. Use the PROPERTY as required by this Agreement, the approved site plan, the conditional use permit, or the restrictive covenant placed on the PROPERTY;

ROBBINS shall be considered in default. Upon such default, the CITY shall be entitled to injunctive and monetary relief, and/or any other remedy available in the State of Utah.

B. Other breach. The parties shall be entitled to avail themselves of any other remedy available in the State of Utah for any breach or other failure to perform pursuant to this Agreement that is not specifically provided for in this Agreement.

10. Assignment. ROBBINS shall not transfer or assign any or all of its obligations, rights, title or interest under this Agreement to a third party without the prior written consent of the CITY. The CITY will not approve any transfer or assignment to a business other than one having recent successful experience in operating elderly care facilities and having sufficient resources and experience to successfully complete and/or maintain the development and use of the PROPERTY as specified in this Agreement. The approval of any such successor business shall be left to the sole discretion of the CITY. Notwithstanding the foregoing provision, ROBBINS may transfer or assign its rights, title or interest under this Agreement for the purpose of securing a loan(s) for the development of the PROPERTY. The lender, as well as any transferee of the lender, must be approved in writing by the CITY. Any lender, or transferee of the lender, foreclosing on the PROPERTY must agree in writing to assume ROBBINS' obligations under this Agreement. The CITY's rights under this Agreement shall be superior to any lien placed on the PROPERTY. This paragraph shall not be interpreted to restrict transfers

of ownership interests in ROBBINS, provided that Lynn E. Robbins remains as General Partner and retains an ownership interest in ROBBINS.

11. Lawful Agreement. The parties represent that each of them has lawfully entered into this Agreement, having complied with all relevant statutes, ordinances, resolutions, by-laws, and other legal requirements applicable to their operation.

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

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

14. Attorney's Fees. In the event that either party should be required to retain an attorney because of the default or breach of the other or to pursue any other remedy provided by law, then the non-breaching or non-defaulting party shall be entitled to a reasonable attorney's fee, whether or not the matter is actually litigated.

15. Interpretation of Agreement. 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 any other and all genders. The paragraph and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

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

17. No Presumption. 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.

18. Binding Agreement. This Agreement shall be binding upon the heirs, successors, administrators, and assigns of each of the parties hereto.

19. No Assignment. Neither party shall transfer or assign any of its rights, duties or obligations set forth in this Agreement to a third party without the prior written consent of the other party.

SIGNED and ENTERED INTO this 22 day of Oct., 1993.



ATTEST:

Melody Downey
Melody Downey, City Recorder

THE CITY OF OREM, by

Stella Welsh
Stella Welsh, Mayor

ROBBINS' FRIENDSHIP CENTER, LTD., by

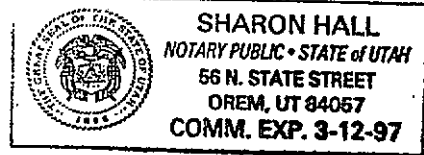
Lynn E. Robbins
Lynn E. Robbins
General Partner

STATE OF UTAH)
COUNTY OF UTAH) : ss.

The foregoing instrument was acknowledged before me this 22ND day of OCTOBER, 1993, by Lynn E. Robbins, General Partner of Robbins' Friendship Center, LTD.

Sharon Hall
NOTARY PUBLIC

My commission expires: 3-12-97
Residing at: OREM, UTAH
gws\robbins.ag8
06/09/93





STATE PAIR COORDINATES		
ST	Year/1st list	1st/2nd
1	1967-1970	1967-1970
2	1970-1971	1970-1971
3	1971-1972	1971-1972
4	1972-1973	1972-1973
5	1973-1974	1973-1974
6	1974-1975	1974-1975
7	1975-1976	1975-1976
8	1976-1977	1976-1977
9	1977-1978	1977-1978
10	1978-1979	1978-1979
11	1979-1980	1979-1980
12	1980-1981	1980-1981
13	1981-1982	1981-1982
14	1982-1983	1982-1983
15	1983-1984	1983-1984
16	1984-1985	1984-1985
17	1985-1986	1985-1986
18	1986-1987	1986-1987
19	1987-1988	1987-1988
20	1988-1989	1988-1989
21	1989-1990	1989-1990
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29	1997-1998	1997-1998
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31	1999-2000	1999-2000
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39	2007-2008	2007-2008
40	2008-2009	2008-2009
41	2009-2010	2009-2010
42	2010-2011	2010-2011
43	2011-2012	2011-2012
44	2012-2013	2012-2013
45	2013-2014	2013-2014
46	2014-2015	2014-2015
47	2015-2016	2015-2016
48	2016-2017	2016-2017
49	2017-2018	2017-2018
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53	2021-2022	2021-2022
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70	2038-2039	2038-2039
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307	2275-2276	2275-2276
308	2276-2277	2276-2277
309	2277-2278	2277-2278
310	2278-2279	2278-2279
311	2279-2280	2279-2280

PROPERTY IDENTIFICATION

1. ADDRESS: 1234 Main St, Springfield, IL 62761

2. PROPERTY TYPE: Single-Family Residential

3. ZONING: R-1 (Residential Single-Family)

4. LOT AREA: 0.25 Acres

5. YEAR BUILT: 1985

6. CURRENT OCCUPANCY: Vacant

ACQUISITION INFORMATION

7. ACQUISITION DATE: 01/15/2024

8. ACQUISITION TYPE: Purchase

9. PURCHASE PRICE: \$150,000

10. SELLER: John Doe

11. BUYER: Jane Smith

12. FINANCING: Cash

PROPERTY DESCRIPTION

13. EXISTING USE: Single-Family Residential

14. EXISTING STRUCTURE: 1,500 sq ft, 1.5 stories

15. EXISTING FOUNDATION: Full Basement

16. EXISTING ROOF: Asphalt/Flt Shingles

17. EXISTING EXTERIOR: Vinyl Siding

18. EXISTING INTERIOR: Hardwood Floors

19. EXISTING UTILITIES: Gas, Electric, Water, Sewer

ACQUISITION DETAILS

20. ACQUISITION METHOD: Direct Purchase

21. ACQUISITION PURPOSE: Investment

22. ACQUISITION AGENT: ABC Realty

23. ACQUISITION OFFER: \$150,000

24. ACQUISITION OFFER DATE: 01/10/2024

25. ACQUISITION OFFER TYPE: Cash Offer

PROPERTY LOCATION

26. ADDRESS: 1234 Main St, Springfield, IL 62761

27. CITY: Springfield

28. STATE: IL

29. ZIP: 62761

30. COUNTY: Sangamon

ACQUISITION DETAILS

31. ACQUISITION DATE: 01/15/2024

32. ACQUISITION TYPE: Purchase

33. PURCHASE PRICE: \$150,000

34. SELLER: John Doe

35. BUYER: Jane Smith

36. FINANCING: Cash

PROPERTY DESCRIPTION

37. EXISTING USE: Single-Family Residential

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41. EXISTING EXTERIOR: Vinyl Siding

42. EXISTING INTERIOR: Hardwood Floors

43. EXISTING UTILITIES: Gas, Electric, Water, Sewer

ACQUISITION DETAILS

44. ACQUISITION METHOD: Direct Purchase

45. ACQUISITION PURPOSE: Investment

46. ACQUISITION AGENT: ABC Realty

47. ACQUISITION OFFER: \$150,000

48. ACQUISITION OFFER DATE: 01/10/2024

49. ACQUISITION OFFER TYPE: Cash Offer

SECOND AMENDMENT TO AGREEMENT

This Second Amendment to Agreement is executed in duplicate this ____ day of December, 2022, 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 Robbins Friendship Community, L.L.C. (hereinafter referred to as “Robbins”), and the Housing Authority of Utah County with its principal offices located at 485 N. Freedom Blvd., Provo, Utah, 84601 (hereinafter referred to as “HAU”).

RECITALS

WHEREAS the City previously entered into an Agreement with Robbins’ Friendship Center, LTD., dated October 22, 1993 (hereinafter referred to as the “Original Agreement”), with respect to property located at approximately 150 North 400 East, Orem, Utah which parcel is further identified on the records of the Utah County Recorder as Parcel No. 47:097:0001 and which is more particularly described in Exhibit “A” which is attached hereto and by reference is made a part hereof (hereinafter referred to as the “Property”); and

WHEREAS Robbins Friendship Community, L.L.C. (“Robbins”) is the successor to Robbins’ Friendship Center LTD., and is the current owner of the Property; and

WHEREAS the Original Agreement required Robbins to construct and operate on the Property an elderly care facility for those having low and moderate incomes; and

WHEREAS the Original Agreement also required that the development on the Property be constructed and operated as set forth in the Original Agreement, the approved site plan, the approved conditional use permit, the approved building elevations and any applicable ordinances (referred to in the Original Agreement as the “PROJECT”); and

WHEREAS the City approved a conditional use permit and site plan for the Property on May 4, 1993; and

WHEREAS the Original Agreement required that the Property be used solely for the housing and care of low and moderate income elderly persons who were defined as persons who are at least fifty-five (55) years of age, spouses of elderly persons regardless of age, and live-in aides for elderly persons; and

WHEREAS the Original Agreement provided that elderly persons who qualified as either a “lower income family” or a “very low income family” under HUD definitions (a family whose annual income does not exceed 80 percent of the median income for the area) qualified as having a low or moderate income under the Original Agreement; and

WHEREAS the Original Agreement also provided that Robbins could not transfer or assign any or all of its obligations, rights, title or interest under the Original Agreement to a third party without the prior written consent of the City; and

WHEREAS following the execution of the Original Agreement, Robbins constructed a development on the Property consisting of an Elderly Care Center (hereinafter referred to as the “Main Center”) containing a dining area, living room areas, a library, laundry room facilities, recreation facilities and twenty-one residential studio units (the “Studio Units”) and thirty-six (36) self-contained, individual apartment units (the “Apartment Units”); and

WHEREAS the Housing Authority of Utah County (“HAU”) desires to purchase the Property and has entered into a contract with Robbins to acquire the Property; and

WHEREAS HAU desires to modify the terms of the Original Agreement to allow the Main Center (including the Studio Units) to be occupied by individuals with autism who have graduated from the Scenic View Academy program for individuals with autism (or equivalent program) and who are capable of independent living; and

WHEREAS HAU intends that the Apartment Units will continue to be occupied by low and moderate income elderly persons as required by the Original Agreement; and

WHEREAS the City, Robbins and HAU desire to amend the Original Agreement as set forth herein.

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, Robbins and HAU hereby agree as follows:

1. **New Section 20 to Original Agreement.** A new Section 20 is hereby added to the end of the Original Agreement which shall read as follows:

“20. Notwithstanding anything in this Agreement to the contrary, the Main Center portion of the PROJECT may also be occupied by individuals with autism who have graduated from the Scenic View Academy program for individuals with autism (or equivalent program) and who are capable of independent living. However, due to parking constraints, occupancy in the Studio Units shall be limited to one person per unit. This section shall not apply to the Apartment Units which shall continue to be occupied solely by low and moderate income elderly persons as defined by and required in the Original Agreement. There is no requirement that any level of care be provided for either the occupants of the Studio Units or the Apartment Units.”

2. **City Consent to Transfer the Property and the Rights and Obligations of the Original Agreement to the Housing Authority of Utah County.** The parties acknowledge that the Original Agreement provided that Robbins could not transfer or assign any or all of its

obligations, rights, title or interest under the Original Agreement to a third party without the prior written consent of the City. The City hereby consents to the transfer of the Property as well as all obligations, rights, title or interest in and to the Original Agreement to the Housing Authority of Utah County. The Housing Authority of Utah County hereby agrees to assume all rights and obligations of the Original Agreement and agrees to use and operate the Property in accordance with the terms of the Original Agreement and this Second Amendment to Agreement.

2. **Original Agreement to Remain in Effect**. Except as expressly modified herein, all provisions of the Original Agreement shall remain in effect and the use of the Property shall conform to the limitations and requirements of the Original Agreement.

4. **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.

SIGNED and ENTERED INTO this _____ day of December, 2022.

City of Orem, by:

David A. Young, Mayor

ATTEST: _____
JoD' Ann Bates, City Recorder

Robbins Friendship Community, L.L.C.
By:

Name and Title

STATE OF UTAH)
 :ss.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this ____ day of December, 2022,
by _____, as the _____ of Robbins Friendship
Community, L.L.C., who acknowledged that he/she signed this Agreement on behalf of Robbins
Friendship Community, L.L.C.

Notary Public

Housing Authority of Utah County
By:

Name and Title

STATE OF UTAH)
 :ss.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this ____ day of December, 2022,
by _____, as the _____ of Housing Authority
of Utah County who acknowledged that he/she signed this Agreement on behalf of Housing
Authority of Utah County

Notary Public

Exhibit “A”

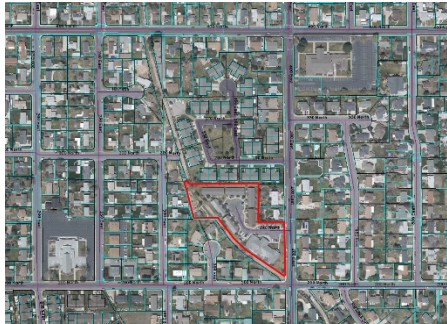
Lot 1, NEWELL ESTATES SUBDIVISION, PLAT “A”, according to the official plat thereof on file and of record in the Utah County Recorder’s Office.

Excepting the following described portion of Lot 1, which has already been conveyed by a Quit Claim Deed, recorded as Entry No. 44129, in Book 2990, at Page 5, as recorded in the Office of the Utah County Recorder. A tract of land in the Northwest Quarter of Section 14, in the City of Orem, Utah County, State of Utah, more particularly described as follows:

Commencing at a point located North 89°27’18” West along the section line 552.07 feet and South 780.53 feet from the North one-quarter corner of Section 14, Township 6 South, Range 2 East, Salt Lake Base and Meridian, said point also located North 0°18’30” West 199.70 feet and North 89°41’30” East 99.30 feet from the Southwest Corner of Lot 16, Knight Subdivision; thence along the east boundary of Price title (see book 2358, page 469) as follows: North 11°30’30” West 40.00 feet, North 15°42’30” West 77.21 feet; thence North 89°41’30” East 21.28 feet; thence along the west boundary of the North Union Canal and Plat “A”, Newell Estates Subdivision as follows: South 16°49’15” East 90.78 feet, South 23°34’14” East 29.00 feet; thence South 89°41’30” West 30.26 feet to the point of beginning.

Note: Price title bearing of North equals North 0°18’30” East of this legal description.

Agenda Item 3.3 is a request by Housing Authority Utah County (HAUC), Jeremy Runia for the Planning Commission to amend the Agreement dated October 22, 1993, relating to the property located generally at 380 East 240 North to modify certain use and occupancy restrictions pertaining to the subject property.



Staff Presentation: The Housing Authority Utah County (HAUC) requests Orem City release the 55+ older age restriction for twenty-one (21) studio units and remove the assisted living component requirement for all fifty-seven (57) units (twenty-one (21) studio units and thirty-six (36) one-bedroom units). This will allow HAUC to provide housing to students or alumni of Scenic View Academy (SVA) only in the twenty-one (21) studio units. The remaining thirty-six (36) one-bedroom units will continue to operate under the already established 55+ year age restriction.

HAUC is under contract to purchase the Canyon Breeze Senior Living Apartments. The property was built in 1994-1995. A deed restriction was recorded on title by Orem City (dated October 22, 1993). The property consists of seven separate one-story buildings. The largest building contains twenty-one (21) studio units and office spaces. HAUC is partnering with SVA to provide referrals from their graduating or recently graduated students to live in only the twenty-one (21) studio units.

The Housing Authority is requesting Orem City release the age restriction on just the twenty-one (21) units thus making those units open to anyone 18 years of age or older to live in any studio unit. SVA is a nationally recognized and accredited non-profit school for adults aged 18-32 with autism spectrum neurodiversities. These students are self-sufficient when they graduate. SVA will provide resident case management and referrals to HAUC for each of the twenty-one (21) studio units. SVA will have a dedicated office onsite in the main building and onsite staff as needed to assist their students living at Canyon Breeze. SVA has been operating for nearly twenty years, operates their central campus in Provo and is in need of additional housing options for their students nearing/completing graduation. HAUC will provide the property management, day to day operations and maintenance. All fifty-seven units will be operating under a typical 12-month lease format between HAUC and the resident.

HAUC agrees that occupancy of the twenty-one studio units will be limited to one person per unit. This restriction will help prevent parking issues.

Recommendation: The Development Review Committee determined this request complies with the Orem City Code. Staff recommends the Planning Commission amend the Agreement dated October 22, 1993, relating to the property located generally at 380 East 240 North to modify certain use and occupancy restrictions pertaining to the subject property.

Vice-Chair Komen asked if the Planning Commission had any questions for Ms. Wagstaff.

Vice-Chair Komen invited the applicant to come forward. Jeremy Runia, Housing Authority Utah County (HAUC); Ryan Miller, Program Director Scenic View Academy (SVA); and Paul Sorenson, current owner, introduced themselves. There was a discussion as to the use of the property, current residents and future residents.

- The HAUC will acquire the property and operate it.
- The applicant is seeking to remove the age restriction on the 21 studio units to allow graduates of SVA to live there.
- There is an improved quality of life of when integrating seniors with autistic people.
- This property will allow them to facilitate the two populations, which has been successful in Salt Lake County.
- There are 30 stalls existing. 15% of the SVC graduates have access to a car, so they do not need a lot of parking. They will be limited to one occupant in the studio units.
- There will be an onsite property manager.
- Each resident gets an individualized plan in regards to length of stay. Public transportation is about a block away, and they are able to walk to the Orem library.

- These units will have kitchenettes installed in them to make them more viable and able to operate independently.

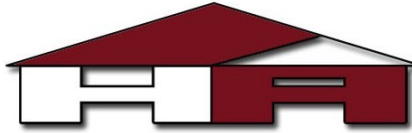
Vice-Chair Komen opened the public hearing and invited those from the audience who had come to speak to this item to come forward to the microphone.

Matt Harding (see video for details) ([click here for recording](#))

Vice-Chair Komen closed the public hearing and asked if the Planning Commission had any more questions for the applicant or staff. When none did, she called for a motion on this item.

Planning Commission Action: Mr. Hawkes moved to forward a positive recommendation to the City Council to amend the Agreement dated October 22, 1993, relating to the property located generally at 380 East 240 North to modify certain use and occupancy restrictions pertaining to the subject property. With the condition that occupancy in the Main Center (containing the 21 studio units) be limited to one person in each unit. Mr. Crismon seconded the motion. Those voting aye: Gerald Crismon, James Hawkes, Madeline Komen and Murray Low. The motion passed unanimously.

Board Members:
Steve White, Chair
David Tuckett, Vice-Chair
Amelia Gardner
April Smith
Suzanne Freeman



Housing Authority of Utah County
485 N Freedom Blvd, Provo, Utah 84601
(801) 373-8333 TDD and Voice
(801) 373-2270 Fax
<http://www.housinguc.org>

Jeremy Runia
Executive Director

Hours
7:30 Am - 5:30 PM
Monday -Thursday
Closed Friday

NOTICE OF NEIGHBORHOOD MEETING

Date: October 24, 2022

Dear Property Owner,

The Housing Authority of Utah County (HAUC) is finalizing the purchase of a senior living community known as Canyon Breeze Senior Living (Subject Property) located at 380 East 240 North, Orem, UT. The Subject Property has been providing senior housing and assisted living services to residents for a number of years. HAUC will maintain the current operating requirements for the property and desires to update two operating elements. You are receiving this notice because your property is located within 500 feet of the subject property. We invite you to attend a neighborhood meeting Wednesday, November 2, 2022 at 6:15PM where HAUC will discuss the proposed changes. The meeting will be held at the Hampton Inn located 851 West 1250 South in Orem. The two proposed updates are as follows:

1. Allow individuals with autism who are preparing for or have graduated from a nationally accredited nonprofit school to rent and live in a select number of units contained within one building. The remaining buildings will continue to operate unchanged providing apartments to seniors ages 55 years and older.
2. Retire the assisted living service property requirement.

Pursuant to Orem City Code Section 22-1-5(G), this meeting is being held to discuss the project with you. This is an opportunity for you to review the plans and provide input and recommendations regarding the project. This application has not yet been reviewed by the City and is subject to change during the review process.

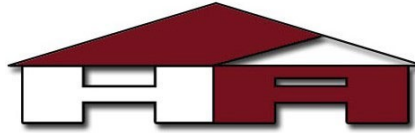
Sincerely,

Jeremy Runia
Executive Director

Sign in Sheet Canyon Breeze Community Meeting

[illegible]

Board Members:
Steve White, Chair
David Tuckett, Vice-Chair
Amelia Gardner
April Smith
Suzanne Freeman



Housing Authority of Utah County
485 N Freedom Blvd, Provo, Utah 84601
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Jeremy Runia
Executive Director

Hours
7:00AM - 5:30 PM
Monday - Thursday
Closed Friday

PUBLIC MEETING MINUTES
CANYON BREEZE SENIOR LIVING
Wednesday, November 2, 2022
6:15 PM at Hampton Inn Orem Utah

Present:

Jeremy Runia – Housing Authority
Amber Maxwell – Housing Authority
Paul Sorenson – Canyon Breeze
Janae Hakes – Scenic View Academy
Diana Blaine – Scenic View Academy
Scott Schroeder for Ken High – Community Patron
Rod & Anne Kendall – Community Patron

The meeting began at 6:15pm with Jeremy Runia introducing the Housing Authority of Utah County (HAUC) and the attendees in the room which included staff from the Housing Authority, Paul Sorenson current Owner, Canyon Breeze and Janae Hakes and Diana Blaine with Scenic View Academy. Four community patrons attended the meeting, as listed above.

Jeremy explained that the Housing Authority of Utah County (HAUC) and Canyon Breeze have entered into a contract to allow HAUC to purchase the property located at 380 E 240 N Orem, UT. HAUC is proposing the current age restriction (age 55+) for 21 units located inside the main club house be removed as well as the assisted living component for the entire property. The property contains 57 units total. Clubhouse has 21 studio apartments, remaining units are 36 one bedroom cottages located in 6 buildings. The age restriction of 55+ would remain for the 36 one bedroom units.

Removing the age restriction and assisted living would allow HAUC to utilize the 21 studio units inside the main club house for autistic adults graduating from the Scenic View Academy School. The graduates would be able to live independently and Scenic View would have an office onsite to provide support for the residents living in the 21 studio units.

Community patrons expressed the following questions/concerns:

Will the property change in any manner that would reduce property values? The property will not be changed in any way and will function exactly as it has in previous years. The only changes to be made will address any maintenance issues that arise and will not reduce the property values in the area.

Will the property change at any time in the future? No the property will not be changed. It will remain functioning as usual with no noticeable change for the neighbors in the community.

What will happen to the current residence utilizing assisted living? HAUC and Canyon Breeze are working with the onsite staff from Wasatch who are providing assisted living to those currently receiving these services at the property. Wasatch will be working with each client to fully transition them to another facility managed by their agency. HAUC will allow whatever time is necessary to ensure no disruption to the clients requiring these services.

How will church services be accommodated? HAUC will provide the main meeting area at the clubhouse for any denomination who wishes to hold church services for the residents on site.

Will the age restriction apply to the entire property? The age restriction will only apply to the studio apartments in the main clubhouse this will be 21 units. The remaining 36 units will continue to be age restricted (55+) and operate as senior housing; the same as years prior.

Will all autistic adults come from the Scenic View Academy or will it be open to any autistic adult in the community? HAUC will be entering into an agreement with Scenic View Academy to accept only clients graduating from their program to reside in the studio apartments.

All participants in attendance were pleased with the results of the meeting; are in support of the change in age restriction for the 21 studio units at the main clubhouse, along with the removal of the assisted living for the entire property. Patrons felt their questions were addressed and supported the recommendation to the city for the removal of the noted changes.

Meeting adjourned at 7:20pm



City Council Chambers, 56 N State Street

***** IMPORTANT DEVELOPMENT NOTICE *****

PUBLIC HEARING - Amending the Agreement dated October 22, 1993, relating to the property located generally at 380 East 240 North to modify certain use and occupancy restrictions pertaining to the subject property.

The Housing Authority Utah County (HAUC) requests Orem City release the 55+ older age restriction for twenty-one (21) studio units and remove the assisted living component requirement for all fifty-seven (57) units (twenty-one (21) studio units and thirty-six (36) one-bedroom units). This will allow HAUC to provide housing to students or alumni of Scenic View Academy (SVA) only in the twenty-one (21) studio units. The remaining thirty-six (36) one-bedroom units will continue to operate under the already established 55+ year age restriction.

Additional information can be viewed on orem.org/planning under "Current Planning (Public Hearing Notices)" tab.

HOPKINS, SHANE & DIANA
3025 BAYBERRY RD
AMES, IA 50014

City Council
Tue, Jan 10, 2023
6:00 pm



City Council Chambers, 56 N State Street

***** IMPORTANT DEVELOPMENT NOTICE *****

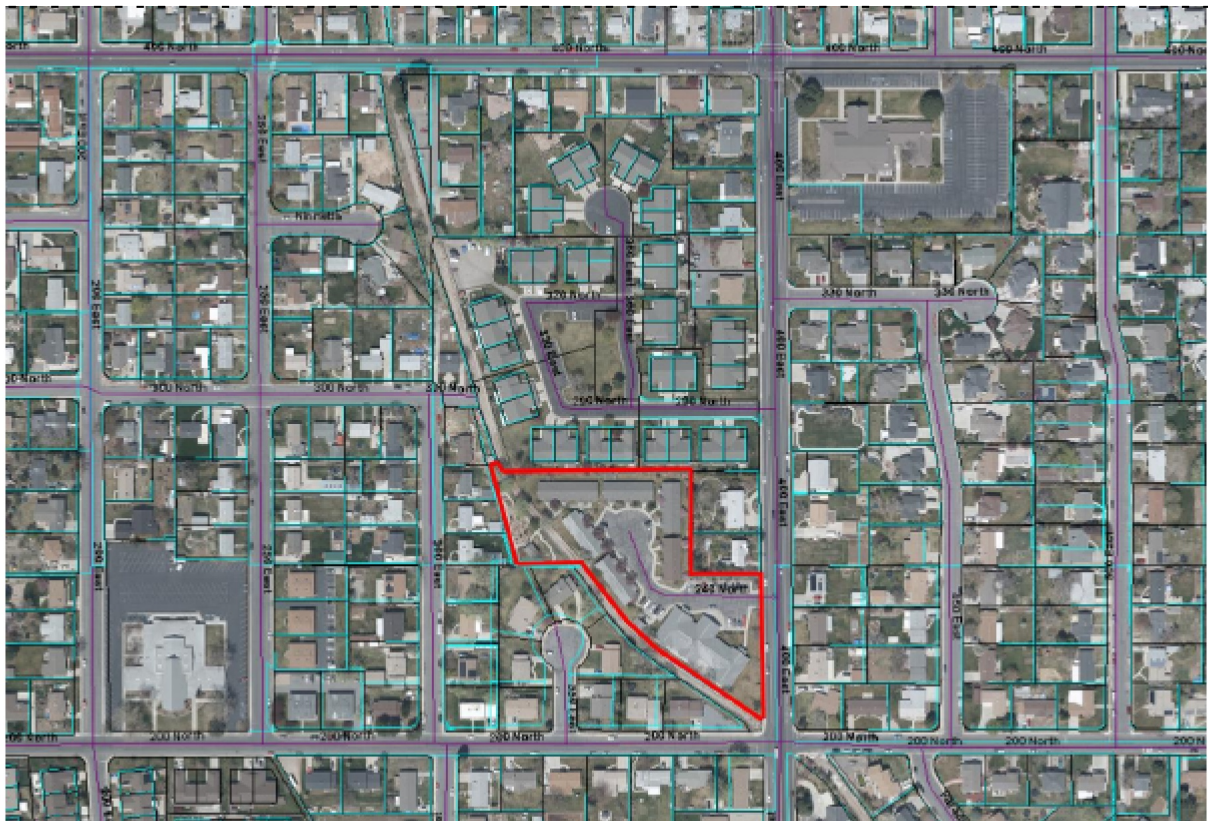
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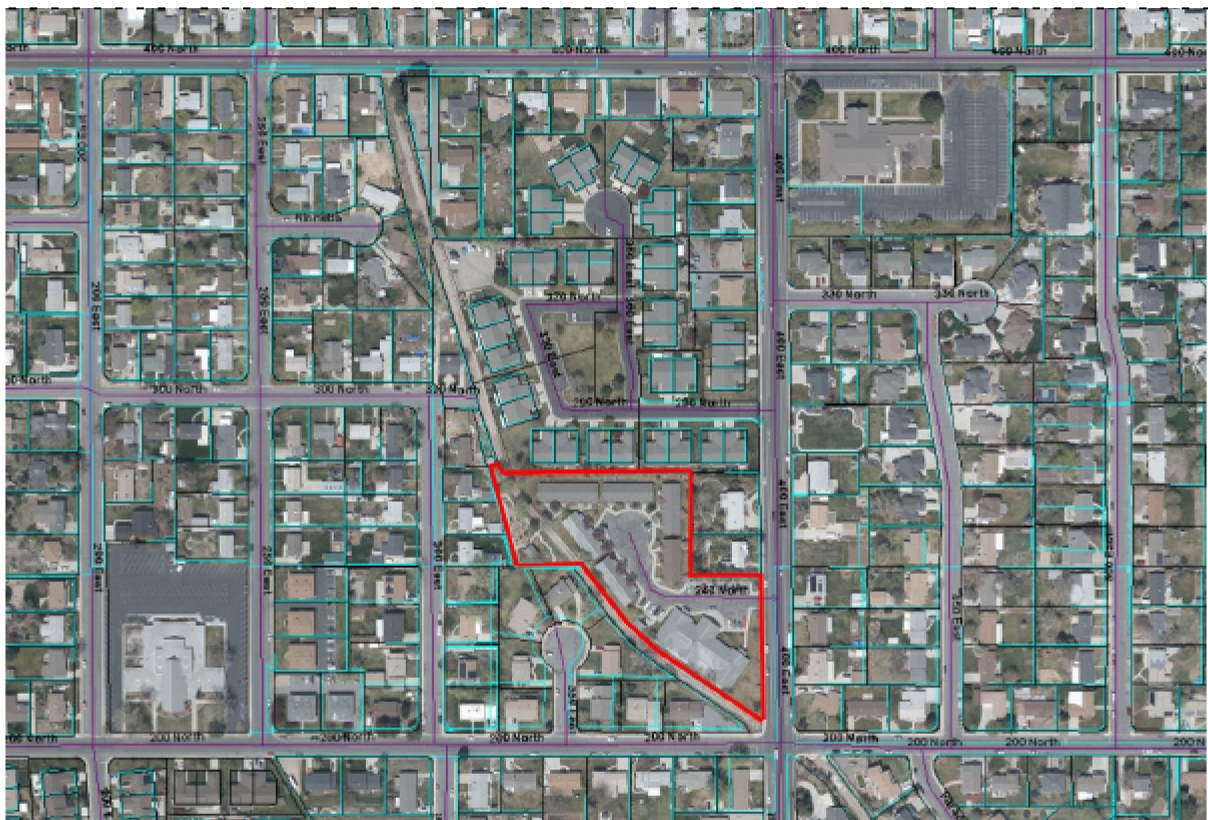
Additional information can be viewed on orem.org/planning under "Current Planning (Public Hearing Notices)" tab.

HERBERT, SHELDON A & MARY A
PO BOX 36
GROVER, WY 83122

City Council
Tue, Jan 10, 2023
6:00 pm



orem.org/planning under "Current Planning (Public Hearing Notices)" tab



orem.org/planning under "Current Planning (Public Hearing Notices)" tab

HERBERT, SHELDON A & MARY A
PO BOX 36
GROVER, WY 83122

FRAZIER, KAREN (ET AL)
PO BOX 964
PLEASANT GROVE, UT 84062

REED, RICHARD BRUCE & BETTY
JANE
PO BOX 970471
OREM, UT 84097

CORP OF PRES BISHOP CHURCH OF
JESUS CHRIST OF LDS
50 E NORTH TEMPLE FL 22
SALT LAKE CITY, UT 84150

JAMES HAWKES
55 WEST 500 SOUTH
OREM, UT 84058

KRISTIE SNYDER
56 N STATE STREET
OREM, UT 84057

OREM COMMUNITY CHURCH
UNITED CHURCH OF CHRIST THE (ET
AL)
130 N 400 E
OREM, UT 84097

MOSS, DENNIS J (ET AL)
138 E 200 S
SALEM, UT 84653

LITTLEFORD, JOEL D & CHRISTINE C
(ET AL)
--OR CURRENT RESIDENT--
145 N 400 EAST
OREM, UT 84057

CORDON, CAROL
--OR CURRENT RESIDENT--
146 N 400 EAST
OREM, UT 84097

ANDERSON, DON F & BONNIE A
--OR CURRENT RESIDENT--
153 N 400 EAST
OREM, UT 84057

JEFF LAMBSON
156 E 1060 N
OREM, UT 84057

OREM R LLC
--OR CURRENT RESIDENT--
160 N 400 EAST
OREM, UT 84097

JOHNSON, ELAINE CARTER (ET AL)
--OR CURRENT RESIDENT--
170 N 400 EAST
OREM, UT 84097

DAVE YOUNG
173 S COUNTRYSIDE LANE
OREM, UT 84058

SCOFIELD, ROBERT A & CAROL H
174 N 300 E
OREM, UT 84057

KENDALL, RODNEY GLEN & ANNE
MC VEA
--OR CURRENT RESIDENT--
175 N 400 EAST
OREM, UT 84057

MUSSELMAN, JULIE ANN JARVIS (ET
AL)
182 N 400 E
OREM, UT 84097

FERRON, LINDA S (ET AL)
--OR CURRENT RESIDENT--
185 N 300 EAST
OREM, UT 84057

GARDNER, BRYSON RON (ET AL)
--OR CURRENT RESIDENT--
185 N 400 EAST
OREM, UT 84057

PARRISH, TERRY LEE & LEE ANNE
%ARMSTRONG, DOROTHY
186 N 300 E
OREM, UT 84057

VONK, JASON & AMY
--OR CURRENT RESIDENT--
200 N 250 EAST
OREM, UT 84057

MOSS, DENNIS J (ET AL)
--OR CURRENT RESIDENT--
210 N 400 EAST
OREM, UT 84097

RIVERWAY PROPERTIES LLC
--OR CURRENT RESIDENT--
212 N 450 EAST
OREM, UT 84097

JOYNER, JAMES R
215 N 200 E
LINDON, UT 84042

BASK REAL ESTATE LLC
--OR CURRENT RESIDENT--
216 N 350 EAST
OREM, UT 84057

SHURLIFF, DONALD C & JOAN
220 RIDGE RD
OREM, UT 84057

NIELSEN, MYLES E & ALISA
220 N 300 E
OREM, UT 84057

DICKERSON, LEE T
221 N 450 E
OREM, UT 84097

REG ENTERPRISES LLC
--OR CURRENT RESIDENT--
222 N 250 EAST
OREM, UT 84057

JONES, ISAAC H & PAULA C
222 N 450 E
OREM, UT 84097

JACKSON, ROBERT B
223 N 300 E
OREM, UT 84057

LIN, JING JING
224 N 400 E
OREM, UT 84097

225 PROPERTIES LLC
--OR CURRENT RESIDENT--
227 N 350 EAST
OREM, UT 84057

GREAVES, REBECCA & GARY NEIL JR
230 N 300 E
OREM, UT 84057

228 PROPERTIES LLC
--OR CURRENT RESIDENT--
230 N 350 EAST
OREM, UT 84057

LUND, CAROLYN J & JACK C
--OR CURRENT RESIDENT--
231 N 300 EAST
OREM, UT 84057

MACK, LAMON A & MARY B (ET AL)
231 N 450 E
OREM, UT 84097

REG ENTERPRISES LLC
--OR CURRENT RESIDENT--
232 N 250 EAST
OREM, UT 84057

WORTHEN, SHELDON D & JOAN C
234 N 450 E
OREM, UT 84097

PEART, MONTY & ALISHA
236 N 400 E
OREM, UT 84057

WILCOX, WENDYJANE & BRIAN
KEITH
--OR CURRENT RESIDENT--
239 N 350 EAST
OREM, UT 84057

TRUE NORTH LLC
240 E CENTER ST
PROVO, UT 84606

BOSSERMAN, MARTIN W & PATRICIA
K
--OR CURRENT RESIDENT--
240 N 300 EAST
OREM, UT 84057

ROBINSON, RYAN SCOTT &
KATHLEEN
--OR CURRENT RESIDENT--
241 N 300 EAST
OREM, UT 84057

HAHN, KEITH ALLAN & RUTHANNE
(GAMMON) (ET AL)
--OR CURRENT RESIDENT--
241 N 450 EAST
OREM, UT 84097

REG ENTERPRISES LLC
--OR CURRENT RESIDENT--
242 N 250 EAST
OREM, UT 84057

HARDING, MATT & JAYNE
246 N 400 E
OREM, UT 84097

LEWIS, TREVOR A
246 N 450 E
OREM, UT 84097

ISLAND CHARM LLC
--OR CURRENT RESIDENT--
250 N 350 EAST
OREM, UT 84057

DORT, MARIE FENISE
251 N 450 E
OREM, UT 84097

GROESBECK, DAVID
252 N 450 E
OREM, UT 84097

NEWELL, COLETTE
--OR CURRENT RESIDENT--
253 N 400 EAST
OREM, UT 84057

JAMES, RACHEL & RICHARD (ET AL)
254 N 250 E
OREM, UT 84057

CHATTERTON, ROBERT R &
SUZANNE
254 N 300 E
OREM, UT 84057

CORP OF PRES BISHOP CHURCH OF
JESUS CHRIST OF LDS
--OR CURRENT RESIDENT--
255 E 200 NORTH
OREM, UT 84057

SULLIVAN, JOHN ERIC & JANICE M
258 N 400 E
OREM, UT 84097

DUFFY, AIMEE
259 N 250 E
OREM, UT 84057

NELSON, SETH LEO & REBECCA (ET
AL)
259 N 300 E
OREM, UT 84057

BORI, GEORGE
--OR CURRENT RESIDENT--
263 N 450 EAST ST
OREM, UT 84097

BRERETON, ROXANNA
264 N 250 E
OREM, UT 84057

BOND, SHERMAN CLAY & DONNA
BEVERIDGE (ET AL)
264 N 300 E
OREM, UT 84057

BEECHER, JENN & RAMSAY
264 N 450 E
OREM, UT 84097

SLEIGHT, KEVIN R & DARIN G (ET
AL)
265 E 300 N
OREM, UT 84057

NEWELL, COLETTE
--OR CURRENT RESIDENT--
265 N 400 EAST
OREM, UT 84057

BENNETT, MICHELLE & RAYMOND
--OR CURRENT RESIDENT--
269 N 250 EAST
OREM, UT 84057

JENSEN, JUDY K
269 N 300 E
OREM, UT 84057

VONK, JASON & AMY
--OR CURRENT RESIDENT--
272 E 200 NORTH
OREM, UT 84057

HELQUIST, BETTY H & BOYD
--OR CURRENT RESIDENT--
274 E 200 NORTH
OREM, UT 84057

STRANGFELD, THOMAS
274 E 300 N
OREM, UT 84057

MURDOCK, MATTHEW & HEATHER
274 E NINETTA CIR
OREM, UT 84057

PRESTWICH, DEAN C & HOPE R (ET
AL)
274 N 250 E
OREM, UT 84057

BENNETT, MELISSA A
274 N 300 E
OREM, UT 84057

ARIAS, FREDDY V
--OR CURRENT RESIDENT--
275 E 300 NORTH
OREM, UT 84057

LEWIS, ZACHARY D & JENNIFER R
277 N 450 E
OREM, UT 84097

BROCKBANK, BRUCE R & JEANNE
ANN DENNY
--OR CURRENT RESIDENT--
278 N 400 EAST
OREM, UT 84097

HORNE, STEPHANIE DIANA (ET AL)
278 N 450 E
OREM, UT 84097

WINMILL, SUE ELLEN GLAD
279 N 250 E
OREM, UT 84057

MASON, JULANE (ET AL)
--OR CURRENT RESIDENT--
279 N 300 EAST
OREM, UT 84057

ROBINSON, RYAN SCOTT &
KATHLEEN
279 S 280 W
OREM, UT 84058

BOSSERMAN, MARTIN W & PATRICIA
K
280 PAINTED HILLS DR
IVINS, UT 84738

BARTHOLOMEW, STEPHEN MARK &
RHONDA JEAN (ET AL)
284 NINETTA CIR
OREM, UT 84057

ZAVALA - GARCIA, DEIRA
284 E 300 N
OREM, UT 84057

WOOD, JARED SCOTT & TIFFANY C
284 N 250 E
OREM, UT 84057

PRICE, J MARK & LISA K
284 N 300 E
OREM, UT 84057

LIANG, YU MEI (ET AL)
--OR CURRENT RESIDENT--
285 E 300 NORTH
OREM, UT 84057

LANAE MILLETT
288 W 1500 N
OREM, UT 84057

WHITAKER, WALTER WANE &
TAHNA SUE DALBY (ET AL)
289 N 250 E
OREM, UT 84057

HOPKINS, SHANE & DIANA
--OR CURRENT RESIDENT--
289 N 300 EAST
OREM, UT 84057

FRAZIER, KAREN (ET AL)
--OR CURRENT RESIDENT--
291 E 200 NORTH
OREM, UT 84057

CARLSON, IRJA ALICE
291 N 330 E
OREM, UT 84057

CHIN, CECILYN M & AUGUSTUS G
291 N 450 E
OREM, UT 84097

PALMER, BRIAN
--OR CURRENT RESIDENT--
292 N 450 EAST ST
OREM, UT 84097

REED, RICHARD BRUCE & BETTY
JANE
--OR CURRENT RESIDENT--
294 E NINETTA CIR
OREM, UT 84057

VELASQUEZ, SERGIO & TAMARA
295 E 300 N
OREM, UT 84057

JONES, BARBARA J & BERNEY (ET
AL)
295 N 330 E
OREM, UT 84057

SCHULTZ, CRAIG & TRACY
303 N 450 E
OREM, UT 84097

LITCHFIELD, AMY M (ET AL)
--OR CURRENT RESIDENT--
307 N 400 EAST
OREM, UT 84057

HOLDAWAY, ROBERT & JACKI
--OR CURRENT RESIDENT--
308 N 400 EAST
OREM, UT 84097

PERRY, CLYDE N & LORRAINE E
--OR CURRENT RESIDENT--
309 E 200 NORTH
OREM, UT 84057

GODFREY, IRENE W
309 N 400 E
OREM, UT 84057

HOLDAWAY, ROBERT & JACKI
310 N 400 E
OREM, UT 84097

MAGNUSSON, DAVID W & ALIECE H
(ET AL)
--OR CURRENT RESIDENT--
311 N 330 EAST
OREM, UT 84057

FARRER, JO ANN S (ET AL)
--OR CURRENT RESIDENT--
313 N 400 EAST
OREM, UT 84057

YOUNG, HORACE ALLEN & JANICE
GOODFELLOW (ET AL)
314 N 360 E
OREM, UT 84057

MCOBMER, SHANNON (ET AL)
--OR CURRENT RESIDENT--
315 E 300 NORTH
OREM, UT 84057

HARRIS, TODD & KRISTEN L (ET AL)
315 N 300 E
OREM, UT 84057

HARRIS, TODD & KRISTEN L (ET AL)
--OR CURRENT RESIDENT--
315 N 330 EAST
OREM, UT 84057

HOUSING AUTHORITY OF UTAH
COUNTY
--OR CURRENT RESIDENT--
316 E 400 NORTH
OREM, UT 84057

MCOBMER, SHANNON (ET AL)
317 E 300 N
OREM, UT 84057

REYNOLDS, WAYNE S & SHIRLEY C
(ET AL)
317 N 450 E
OREM, UT 84097

HOWELL, WILLIAM E JR & REBEKAH
SUSAN
318 E 400 N
OREM, UT 84057

WALKER, JAMES RUSSELL &
SHARON LEE
318 N 360 E
OREM, UT 84057

STURDEVANT, NORMA (ET AL)
319 N 330 E
OREM, UT 84057

COLE, JANET L
321 E 150 N
OREM, UT 84057

TIDRICK, HELEN D & HELEN D
324 N 360 E
OREM, UT 84057

TRUE NORTH LLC
--OR CURRENT RESIDENT--
327 E 200 NORTH
OREM, UT 84057

FAIRBANKS, WILLIAM D & MARILYN
JOY
328 N 360 E
OREM, UT 84057

TOOLEY, EDGAR & CHERYL (ET AL)
--OR CURRENT RESIDENT--
331 E 320 NORTH
OREM, UT 84057

KELSON, ANDREW J & KATHY
LYNNE
332 E 200 N
OREM, UT 84057

ANDERSEN, FRANCES N
332 E 290 N
OREM, UT 84057

WRIGHT, J ALAN & MICHELE S
334 N 250 E
OREM, UT 84057

KEELE, MICHAEL & SARA
335 E 150 N
OREM, UT 84057

MCKELL, COLTON B
335 E 320 N
OREM, UT 84057

JOHNSON, STEPHEN L & BARBARA
VIRGINIA (ET AL)
336 E 290 N
OREM, UT 84057

FORTNEY, MICHAEL D & LILLIAN D
--OR CURRENT RESIDENT--
341 N 400 EAST
OREM, UT 84057

BUTLER, DENNIS D & LYNETTE D
344 E 200 N
OREM, UT 84057

GILLILAND, PATRICIA K & ROBERT G
(ET AL)
345 E 320 N
OREM, UT 84057

MATHESON, WESLEY A & LOIS J
346 N 360 E
OREM, UT 84057

MERCER, AMRON L (ET AL)
347 N 360 E
OREM, UT 84057

PALMER, DOUGLAS N & SUSAN B
349 E 320 N
OREM, UT 84057

HERBERT, SHELDON A & MARY A
--OR CURRENT RESIDENT--
352 E 290 NORTH
OREM, UT 84057

KEELE, GRANT & ALISON
355 E 150 N
OREM, UT 84057

COX, DOUGLAS C & ANNE B
356 E 200 N
OREM, UT 84057

GILBERT, YVETTE
356 E 290 N
OREM, UT 84057

ROBBINS FRIENDSHIP CENTER LTD
--OR CURRENT RESIDENT--
363 E 240 NORTH
OREM, UT 84057

GEORGE, LAUREL DIANE (ET AL)
--OR CURRENT RESIDENT--
364 E 290 NORTH
OREM, UT 84057

TOLMAN, JASON T & GLENDA K
365 E 290 N
OREM, UT 84057

SMITH, MORGAN & RACHAEL
365 N 400 E
OREM, UT 84057

VELASQUEZ, ROLANDO & DEBORAH
E
366 E 150 N
OREM, UT 84057

LLOYD, DEVRON RICHARDSON
368 E 200 N
OREM, UT 84057

GARRETT, GLEN W & DOROTHY G
368 E 290 N
OREM, UT 84057

COLLINS, L KENT & PATRICIA O (ET
AL)
369 E 290 N
OREM, UT 84057

ELLIS, SHARLA J & STEVEN W
371 E 150 N
OREM, UT 84057

NYE, RUSSELL A & PAULA C
375 E 150 N
OREM, UT 84057

SMITH, MATTHEW JOHN & MEAGAN
K
375 E 200 N
OREM, UT 84057

WELLS, RICHARD C & CONNIE
380 E 150 N
OREM, UT 84057

MAXWELL, JONATHAN L & SANDRA
P (ET AL)
380 E 200 N
OREM, UT 84057

ROBBINS FRIENDSHIP CENTER LTD
380 E 240 N
OREM, UT 84057

JANYA PROPERTIES LLC
--OR CURRENT RESIDENT--
381 E 200 NORTH
OREM, UT 84057

BALL, CHARLES M & LA REE S
384 E 290 N
OREM, UT 84057

OREM R LLC
387 W 700 N
LINDON, UT 84042

BRADY, FEURMAN NEIL & SUSAN S
388 E 290 N
OREM, UT 84057

MERANDA, TODD A & LISA M
412 E 330 N
OREM, UT 84097

LARSON, JEFF
413 E 330 N
OREM, UT 84097

STEVENSON, ROBERT & JODY (ET
AL)
--OR CURRENT RESIDENT--
415 E 200 NORTH
OREM, UT 84097

PANIAGUA, IVAN
418 E PARADISE DR
OREM, UT 84097

NILSSON, BRUCE R & HEATHER
425 E 330 N
OREM, UT 84097

RYAN, EMILY D & TOBY R
425 E PARADISE DR
OREM, UT 84097

SMITH, FRANK THOMAS & JANICE N
426 E 330 N
OREM, UT 84097

NELSON, SCOTT R & KAREN B
430 E PARADISE DR
OREM, UT 84097

HALL, ROBERT L & MARGENE M
437 E 200 N
OREM, UT 84097

LUND, KENNA B
440 E PARADISE DR
OREM, UT 84097

SCHAUERS, AARON & AMY
--OR CURRENT RESIDENT--
448 E PARADISE DR
OREM, UT 84097

SCHAUERS, AARON & AMY
448 E PARADISE PARK DR
OREM, UT 84058

YORK, ADAM RAND & ERICA N
449 E PARADISE DR
OREM, UT 84097

KELLEY, SHAROLYN
458 E 200 N
OREM, UT 84097

LEWIS, GREGORY
461 N 790 W
LINDON, UT 84042

ZAREMBA, VERA
--OR CURRENT RESIDENT--
475 E 200 NORTH
OREM, UT 84097

HOUSING AUTHORITY OF UTAH
COUNTY
485 N FREEDOM BLVD
PROVO, UT 84601

THOMAS MACDONALD
489 NORTH PALISADES DR
OREM, UT 84097

CORDON, CAROL
496 W 4630 N
PROVO, UT 84604

TOOLEY, EDGAR & CHERYL (ET AL)
575 W 760 N
OREM, UT 84057

DEBBY LAURET
641 S 1920 W
OREM, UT 84059

MADELINE KOMEN
653 W. 1360 NORTH
OREM, UT 84057

228 PROPERTIES LLC
680 W 925 S
OREM, UT 84058

MASON, JULANE (ET AL)
752 N COULSON DR
LINDON, UT 84042

BASK REAL ESTATE LLC
819 W 940 S
SALEM, UT 84653

BROCKBANK, BRUCE R & JEANNE
ANN DENNY
823 CRESTVIEW AV
PROVO, UT 84604

DAVID SPENCER
899 NORTH 550 EAST
OREM, UT 84097

MURRAY LOW
904 S. 725 WEST
OREM, UT 84058

PERRY, CLYDE N & LORRAINE E
975 E CENTER ST
PLEASANT GROVE, UT 84062

GERALD CRISMON
1069 S. 545 EAST
OREM, UT 84097

TERRY PETERSON
1125 LYNNWOOD DRIVE
OREM, UT 84097

ZAREMBA, VERA
1139 S 625 W
LEHI, UT 84043

HAYSAM SAKAR
1194 E. 1090 NORTH
OREM, UT 84097

TINA OKOLOWITZ
1245 N. 260 WEST
OREM, UT 84057

AMBER POPE
1278 N. 500 WEST
OREM, UT 84057

HAHN, KEITH ALLAN & RUTHANNE
(GAMMON) (ET AL)
1352 N 50 W
PLEASANT GROVE, UT 84062

RYAN CLARK
1405 N. 1430 WEST
PLEASANT GROVE, UT 84062

BORI, GEORGE
1422 S CENTER ST
LEHI, UT 84043

FERRON, LINDA S (ET AL)
1429 W FOXTAIL WAY
LINDON, UT 84042

WILCOX, WENDYJANE & BRIAN
KEITH
1445 N LOCUST LN
PROVO, UT 84604

PALMER, BRIAN
1457 N 1200 W
OREM, UT 84057

JANYA PROPERTIES LLC
1505 N EVERGREEN ST
BURBANK, CA 91505

BENNETT, MICHELLE & RAYMOND
1556 E 800 S
PROVO, UT 84606

LUND, CAROLYN J & JACK C
1565 N 500 E
RICHFIELD, UT 84701

GEORGE, LAUREL DIANE (ET AL)
1591 S 705 E
OREM, UT 84097

FORTNEY, MICHAEL D & LILLIAN D
1759 SANGER PEAK WY
ANTIOCH, CA 94531

JASON BENCH
1911 N MAIN STREET
OREM, UT 84057-2101

LITTLEFORD, JOEL D & CHRISTINE C
(ET AL)
1937 E EAGLE CREST DR
DRAPER, UT 84020

ARIAS, FREDDY V
1945 N 150 E
OREM, UT 84057

JOHNSON, ELAINE CARTER (ET AL)
1962 N 920 W
OREM, UT 84058

ISLAND CHARM LLC
2051 N 1100 E
LEHI, UT 84043

HOPKINS, SHANE & DIANA
3025 BAYBERRY RD
AMES, IA 50014

HELQUIST, BETTY H & BOYD
3705 N 700 E
PROVO, UT 84604

LIANG, YU MEI (ET AL)
4268 LAKEVIEW DR
CEDAR HILLS, UT 84062

STEVENSON, ROBERT & JODY (ET
AL)
4509 W 9900 N
CEDAR HILLS, UT 84062

RIVERWAY PROPERTIES LLC
4586 N 50 W
PROVO, UT 84604

REG ENTERPRISES LLC
10257 N 5950 W
HIGHLAND, UT 84003

VONK, JASON & AMY
11258 N EMERSON CIR
HIGHLAND, UT 84003

RESOLUTION NO. _____

A RESOLUTION OF THE OREM CITY COUNCIL
AMENDING THE AGREEMENT DATED OCTOBER 22,
1993, RELATING TO THE PROPERTY LOCATED
GENERALLY AT 380 EAST 240 NORTH TO MODIFY
CERTAIN USE AND OCCUPANCY RESTRICTIONS
PERTAINING TO THE SUBJECT PROPERTY.

WHEREAS on November 17, 2022, Jeremy Runia, Housing Authority of Utah County, filed an application with the City of Orem to request amending the Agreement dated October 22, 1993, relating to the property located generally at 380 East 240 North to modify certain use and occupancy restrictions pertaining to the subject property; and

WHEREAS a public hearing considering the subject application was held by the Planning Commission on December 7, 2022; and

WHEREAS public hearing notices were mailed to two hundred eleven (211) residents within five-hundred (500) feet of the property; and

WHEREAS a public hearing considering the subject application was held by the City Council on January 10, 2023; 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; the compliance of the request with all applicable City ordinances; and the special conditions applicable to the request.

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

1. The City Council finds this request will benefit the City by creating specialized housing for individuals with autism and allowing more diverse and productive use of the property and will not negatively affect the health, safety and general welfare of the City.
2. The City Council hereby amends the Agreement dated October 22, 1993, relating to the property located generally at 380 East 240 North to modify certain use and occupancy restrictions pertaining to the subject property, as shown in Exhibit “A” which is attached hereto and incorporated herein by reference.

3. If any part of this resolution shall be declared invalid, such decision shall not affect the validity of the remainder of this resolution.
4. This resolution shall take effect immediately upon passage.

PASSED, APPROVED and ORDERED PUBLISHED this **10th** day of **January 2023**.

David A. Young, Mayor

ATTEST:

Tess Jones, Deputy City Recorder

COUNCILMEMBER	AYE	NAY	ABSTAIN
Mayor David A. Young	☐	☐	☐
Jeff Lambson	☐	☐	☐
Debby Lauret	☐	☐	☐
Tom Macdonald	☐	☐	☐
LaNae Millett	☐	☐	☐
Terry Peterson	☐	☐	☐
David Spencer	☐	☐	☐

EXHIBIT A
SECOND AMENDMENT TO AGREEMENT

This Second Amendment to Agreement is executed in duplicate this ____ day of December, 2022, 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 Robbins Friendship Community, L.L.C. (hereinafter referred to as “Robbins”), and the Housing Authority of Utah County with its principal offices located at 485 N. Freedom Blvd., Provo, Utah, 84601 (hereinafter referred to as “HAU”).

RECITALS

WHEREAS the City previously entered into an Agreement with Robbins’ Friendship Center, LTD., dated October 22, 1993 (hereinafter referred to as the “Original Agreement”), with respect to property located at approximately 150 North 400 East, Orem, Utah which parcel is further identified on the records of the Utah County Recorder as Parcel No. 47:097:0001 and which is more particularly described in Exhibit “A” which is attached hereto and by reference is made a part hereof (hereinafter referred to as the “Property”); and

WHEREAS Robbins Friendship Community, L.L.C. (“Robbins”) is the successor to Robbins’ Friendship Center LTD., and is the current owner of the Property; and

WHEREAS the Original Agreement required Robbins to construct and operate on the Property an elderly care facility for those having low and moderate incomes; and

WHEREAS the Original Agreement also required that the development on the Property be constructed and operated as set forth in the Original Agreement, the approved site plan, the approved conditional use permit, the approved building elevations and any applicable ordinances (referred to in the Original Agreement as the “PROJECT”); and

WHEREAS the City approved a conditional use permit and site plan for the Property on May 4, 1993; and

WHEREAS the Original Agreement required that the Property be used solely for the housing and care of low and moderate income elderly persons who were defined as persons who are at least fifty-five (55) years of age, spouses of elderly persons regardless of age, and live-in aides for elderly persons; and

WHEREAS the Original Agreement provided that elderly persons who qualified as either a “lower income family” or a “very low income family” under HUD definitions (a family whose annual income does not exceed 80 percent of the median income for the area) qualified as having a low or moderate income under the Original Agreement; and

WHEREAS the Original Agreement also provided that Robbins could not transfer or assign any or all of its obligations, rights, title or interest under the Original Agreement to a third party without the prior written consent of the City; and

WHEREAS following the execution of the Original Agreement, Robbins constructed a development on the Property consisting of an Elderly Care Center (hereinafter referred to as the “Main Center”) containing a dining area, living room areas, a library, laundry room facilities, recreation facilities and twenty-one residential studio units (the “Studio Units”) and thirty-six (36) self-contained, individual apartment units (the “Apartment Units”); and

WHEREAS the Housing Authority of Utah County (“HAU”) desires to purchase the Property and has entered into a contract with Robbins to acquire the Property; and

WHEREAS HAU desires to modify the terms of the Original Agreement to allow the Main Center (including the Studio Units) to be occupied by individuals with autism who have graduated from the Scenic View Academy program for individuals with autism (or equivalent program) and who are capable of independent living; and

WHEREAS HAU intends that the Apartment Units will continue to be occupied by low and moderate income elderly persons as required by the Original Agreement; and

WHEREAS the City, Robbins and HAU desire to amend the Original Agreement as set forth herein.

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, Robbins and HAU hereby agree as follows:

1. **New Section 20 to Original Agreement.** A new Section 20 is hereby added to the end of the Original Agreement which shall read as follows:

“20. Notwithstanding anything in this Agreement to the contrary, the Main Center portion of the PROJECT may also be occupied by individuals with autism who have graduated from the Scenic View Academy program for individuals with autism (or equivalent program) and who are capable of independent living. However, due to parking constraints, occupancy in the Studio Units shall be limited to one person per unit. This section shall not apply to the Apartment Units which shall continue to be occupied solely by low and moderate income elderly persons as defined by and required in the Original Agreement. There is no requirement that any level of care be provided for either the occupants of the Studio Units or the Apartment Units.”

2. **City Consent to Transfer the Property and the Rights and Obligations of the Original Agreement to the Housing Authority of Utah County.** The parties acknowledge that the Original Agreement provided that Robbins could not transfer or assign any or all of its obligations, rights, title or interest under the Original Agreement to a third party without the prior written consent of the City. The City hereby consents to the transfer of the Property as well as all obligations, rights, title or interest in and to the Original Agreement to the Housing Authority of Utah County. The Housing Authority of Utah County hereby agrees to assume all rights and

obligations of the Original Agreement and agrees to use and operate the Property in accordance with the terms of the Original Agreement and this Second Amendment to Agreement.

2. **Original Agreement to Remain in Effect.** Except as expressly modified herein, all provisions of the Original Agreement shall remain in effect and the use of the Property shall conform to the limitations and requirements of the Original Agreement.

4. **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.

SIGNED and ENTERED INTO this _____ day of December, 2022.

City of Orem, by:

David A. Young, Mayor

ATTEST: _____
JoD' Ann Bates, City Recorder

Robbins Friendship Community, L.L.C.
By:

Name and Title

STATE OF UTAH)
 :ss.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this ____ day of December, 2022, by _____, as the _____ of Robbins Friendship Community, L.L.C., who acknowledged that he/she signed this Agreement on behalf of Robbins Friendship Community, L.L.C.

Notary Public

Housing Authority of Utah County
By:

Name and Title

STATE OF UTAH)
 :ss.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this ____ day of December, 2022, by _____, as the _____ of Housing Authority of Utah County who acknowledged that he/she signed this Agreement on behalf of Housing Authority of Utah County

Notary Public

DRAFT

Exhibit “A”

Lot 1, NEWELL ESTATES SUBDIVISION, PLAT “A”, according to the official plat thereof on file and of record in the Utah County Recorder’s Office.

Excepting the following described portion of Lot 1, which has already been conveyed by a Quit Claim Deed, recorded as Entry No. 44129, in Book 2990, at Page 5, as recorded in the Office of the Utah County Recorder. A tract of land in the Northwest Quarter of Section 14, in the City of Orem, Utah County, State of Utah, more particularly described as follows:

Commencing at a point located North 89°27’18” West along the section line 552.07 feet and South 780.53 feet from the North one-quarter corner of Section 14, Township 6 South, Range 2 East, Salt Lake Base and Meridian, said point also located North 0°18’30” West 199.70 feet and North 89°41’30” East 99.30 feet from the Southwest Corner of Lot 16, Knight Subdivision; thence along the east boundary of Price title (see book 2358, page 469) as follows: North 11°30’30” West 40.00 feet, North 15°42’30” West 77.21 feet; thence North 89°41’30” East 21.28 feet; thence along the west boundary of the North Union Canal and Plat “A”, Newell Estates Subdivision as follows: South 16°49’15” East 90.78 feet, South 23°34’14” East 29.00 feet; thence South 89°41’30” West 30.26 feet to the point of beginning.

Note: Price title bearing of North equals North 0°18’30” East of this legal description.



**CITY OF OREM
CITY COUNCIL
MEETING
JANUARY 10, 2023**

REQUEST:	PUBLIC HEARING - Amending Section 2.1.1 of the General Plan and the General Plan Map of the City of Orem by amending the land use designation from Mixed-Use District to Community and Regional Commercial along State Street.
APPLICANT:	
NOTICES:	
SITE INFORMATION:	
PREPARED BY:	Josh Adams, Chief of Police

REQUEST:

BACKGROUND:

RECOMMENDATION:

CITY OF OREM
CITY COUNCIL MEETING
JANUARY 10, 2023



REQUEST:	PUBLIC HEARING - Amending Section 2.1.1 of the General Plan and the General Plan Map of the City of Orem by amending the land use designation from Mixed-Use District to Community and Regional Commercial along State Street.
APPLICANT:	Development Services
FISCAL IMPACT:	None

NOTICES:

- Posted in 2 public places
- Posted on City webpage and City hotline
- Faxed to newspapers
- E-mailed to newspapers
- Posted at utah.gov/pmn

SITE INFORMATION:

General Plan Designation:
N/A

Current Zone(s):
Citywide

Neighborhood:

REQUEST: Amending Section 2.1.1 of the General Plan and the General Plan Map of the City of Orem by amending the land use designation from Mixed-Use District to Community and Regional Commercial along State Street.

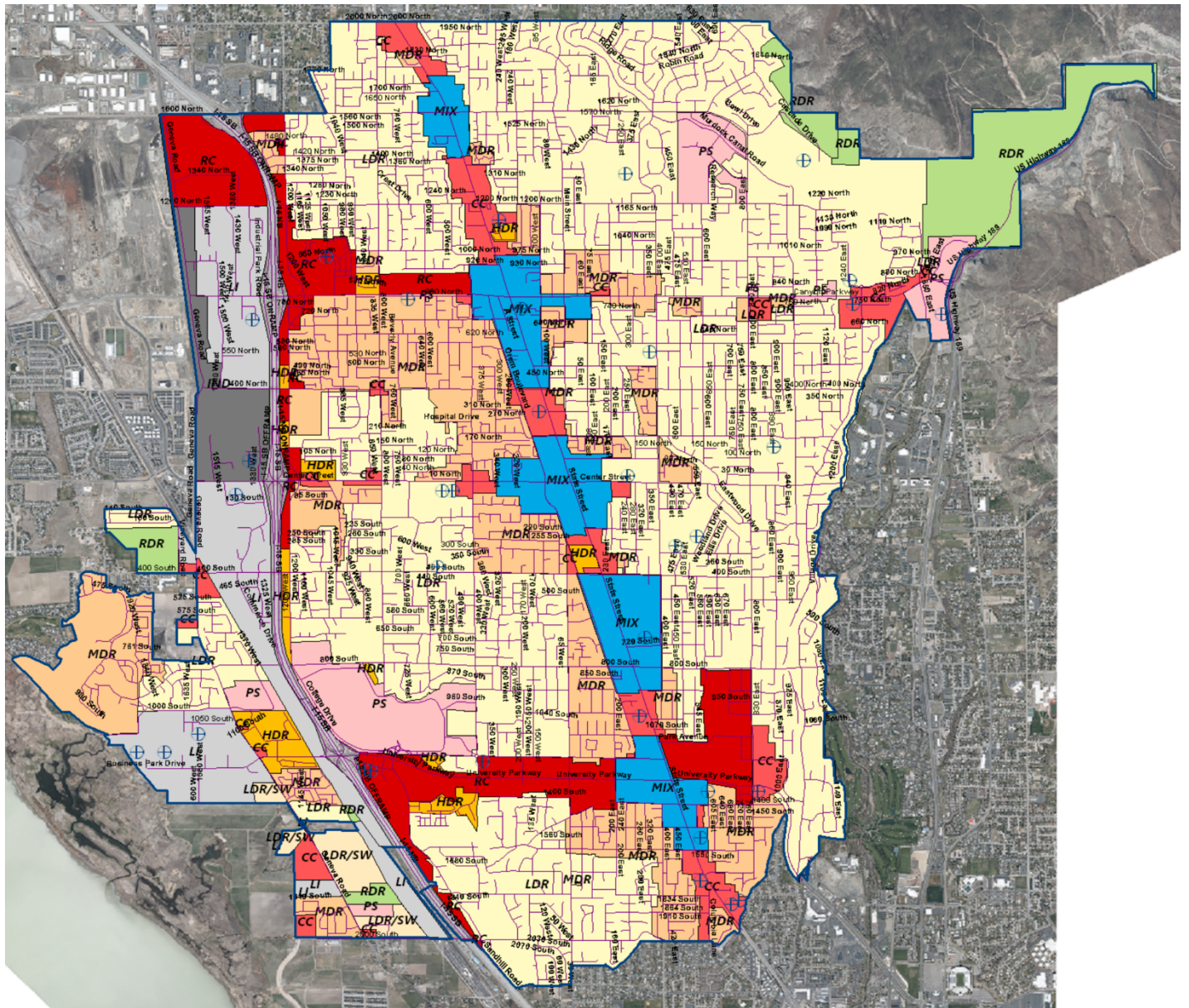
BACKGROUND: In February 2022, the City rezoned all the former State Street Districts to the zones in place prior to June 6, 2018 when the first State Street District was adopted. The proposed amendment will update the General Plan map from Mixed-Use District to Community and Regional Commercial classifications to match the previous General Plan designation.

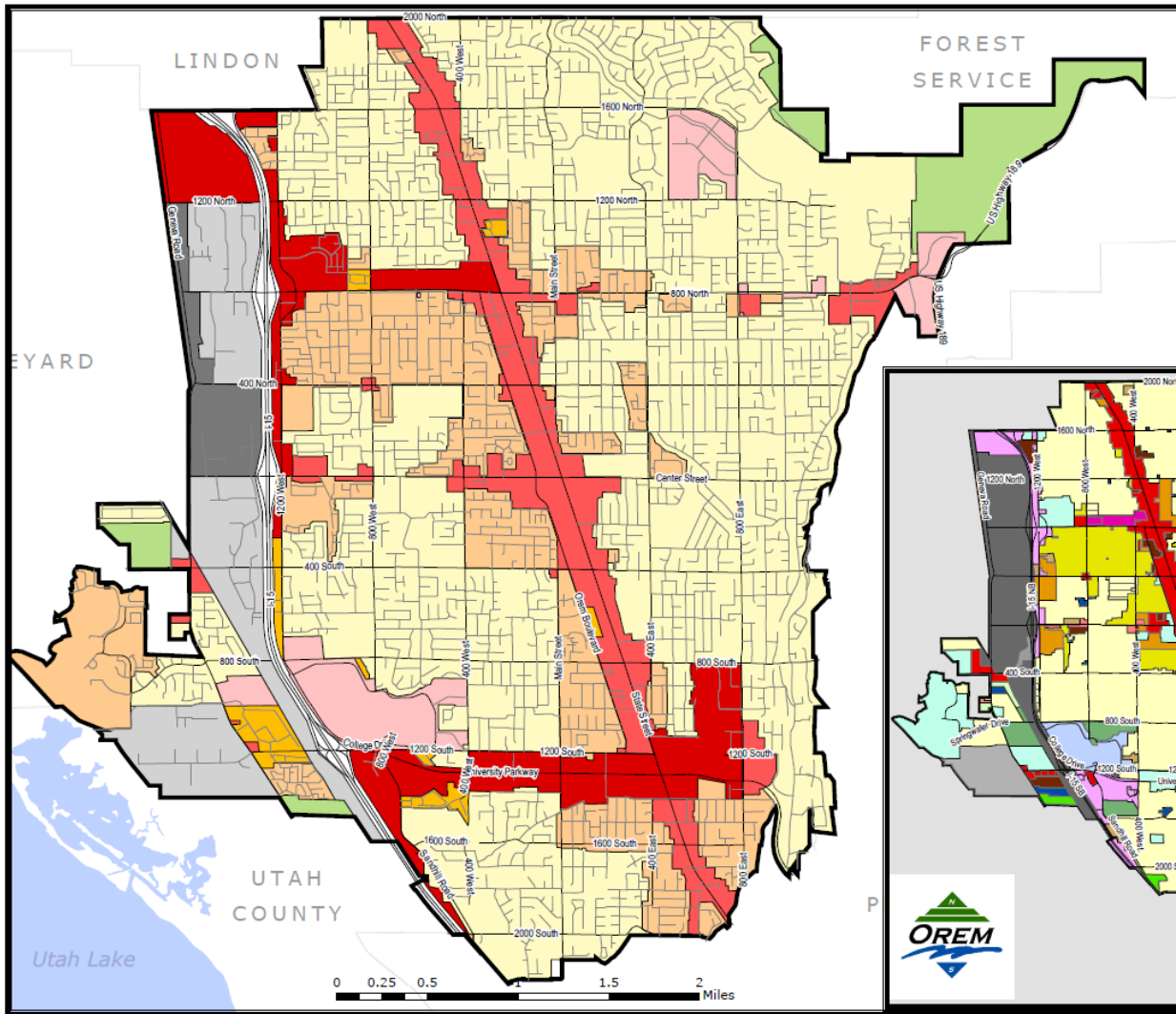
RECOMMENDATION: The Planning Commission recommends the City Council, by resolution, amend Section 2.1.1 of the General Plan and the General Plan Map of the City of Orem by amending the land use designation from Mixed-Use District to Community and Regional Commercial along State Street.

**PLANNING COMMISSION
RECOMMENDATION**

Vote: 4-0 for positive
recommendation

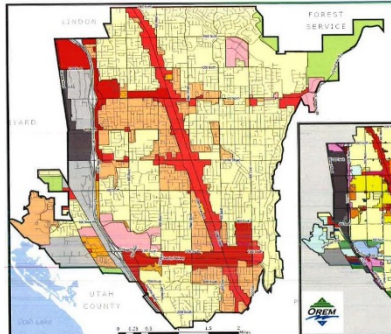
PREPARED BY:
Grant Allen,
Senior Planner





Planning Commission Minutes – December 7, 2022

Agenda Item 3.4 is a request by Development Services for the Planning Commission to amend Section 2.1.1 of the General Plan and the General Plan Map of the City of Orem by amending the land use designation from Mixed-Use District to Community Commercial along State Street.



Staff Presentation: In February 2022, the City rezoned all the former State Street Districts to the zones in place prior to June 6, 2018 when the first State Street District was adopted. The proposed amendment will update the General Plan map from Mixed-Use District to Community Commercial classification to match the previous General Plan designation.

Recommendation: The Development Review Committee determined this request complies with the Orem City Code. Staff recommends the Planning Commission forward a positive recommendation to the City Council to amend Section 2.1.1 of the General Plan and the General Plan Map of the City of Orem by amending the land use designation from Mixed-Use District to Community Commercial along State Street.

Vice-Chair Komen asked if the Planning Commission had any questions for Ms. Wagstaff.

Vice-Chair Komen opened the public hearing and invited those from the audience who had come to speak to this item to come forward to the microphone.

When no one came forward, Vice-Chair Komen closed the public hearing and asked if the Planning Commission had any more questions for the applicant or staff. When none did, she called for a motion on this item.

Planning Commission Action: Mr. Lowe moved to forward a positive recommendation to the City Council to amend Section 2.1.1 of the General Plan and the General Plan Map of the City of Orem by amending the land use designation from Mixed-Use District to Community Commercial along State Street. Ms. Komen seconded the motion. Those voting aye: Gerald Crismon, James Hawkes, Madeline Komen and Murray Low. The motion passed unanimously.



DRC Application

Rezone

Applicant Information:

Name:	DEVELOPMENT SERVICES	Phone:	801-229-7095		
Address:	CITY CENTER	City:	OREM		
Email:	grallen@orem.org	State:		Zip:	

Project Information:

Project Name:	GENERAL PLAN MAP AMENDMENT
Project Address:	N/A

Are you proposing to create a new PD zone?	☐ Yes	☒ No
If so, are you proposing to create high density housing with this rezone?	☐ Yes	☒ No

Fees:

All Rezone Proposals	☐ Planning Commission Public Notice Fee	\$100
	☐ City Council Public Notice Fee	\$100
	☐ Neighborhood Notice Fee	TBD
If proposing a Rezone	☐ Rezone Fee	\$1,275
	☐ Public Notice Sign Fee	\$765
If proposing a General Plan Map Change	☒ General Plan (Land Use Map) Amendment Fee	\$1,166
	☐ Public Notice Sign Fee	\$765
If creating new PD Zone:	☐ New PD Zone Fee	\$4,051
	☐ Public Notice Sign Fee	\$765
If Development Agreement is required	☐ Development Agreement Recording Fees	TBD
Total:		

Deadline:

Except in the case of a holiday, the deadline for DRC Applications is **Monday at 12pm**. Please call Development Services to determine the deadline in the event of a holiday.

Neighborhood Meeting:

A neighborhood meeting is typically required of all rezone applications. Please contact Development Services at 801-229-7058 to find out details regarding this requirement.

Application Information:

"The DRC application must be complete at the time of submittal or it may not be accepted. An application to amend Chapter 22 or the zoning map shall expire if the application has not been approved or scheduled for review and approval by the approving authority within twelve months after the date it was submitted. An application to amend Chapter 22 or the zoning map shall also expire immediately following the passage of six months of no activity with respect to the application. Upon expiration, an application for an amendment to Chapter 22 including a zone map shall be considered null and void and a new application must be submitted, and fees paid." - Orem City Code (22-75)

Signature:

Applicant Signature:	
----------------------	--

Contact Person:

Contact Person:	Phone:	Email:
Grant Allen	801-229-7095	grallen@orem.org

Office Use Only:

Project ID Number:	Date Paid:	Received By:	Application Date:
			5



DRC Questionnaire

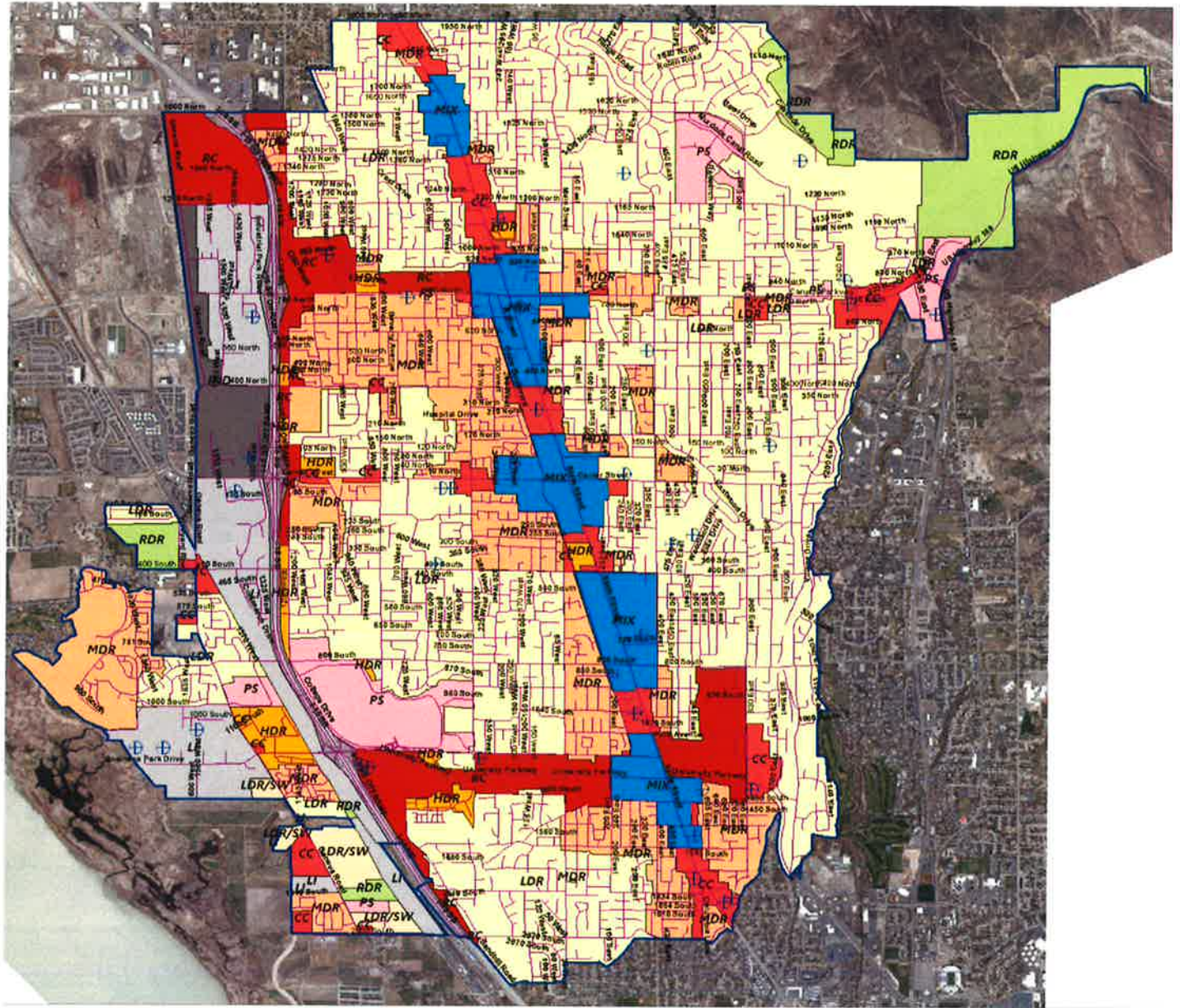
Rezone

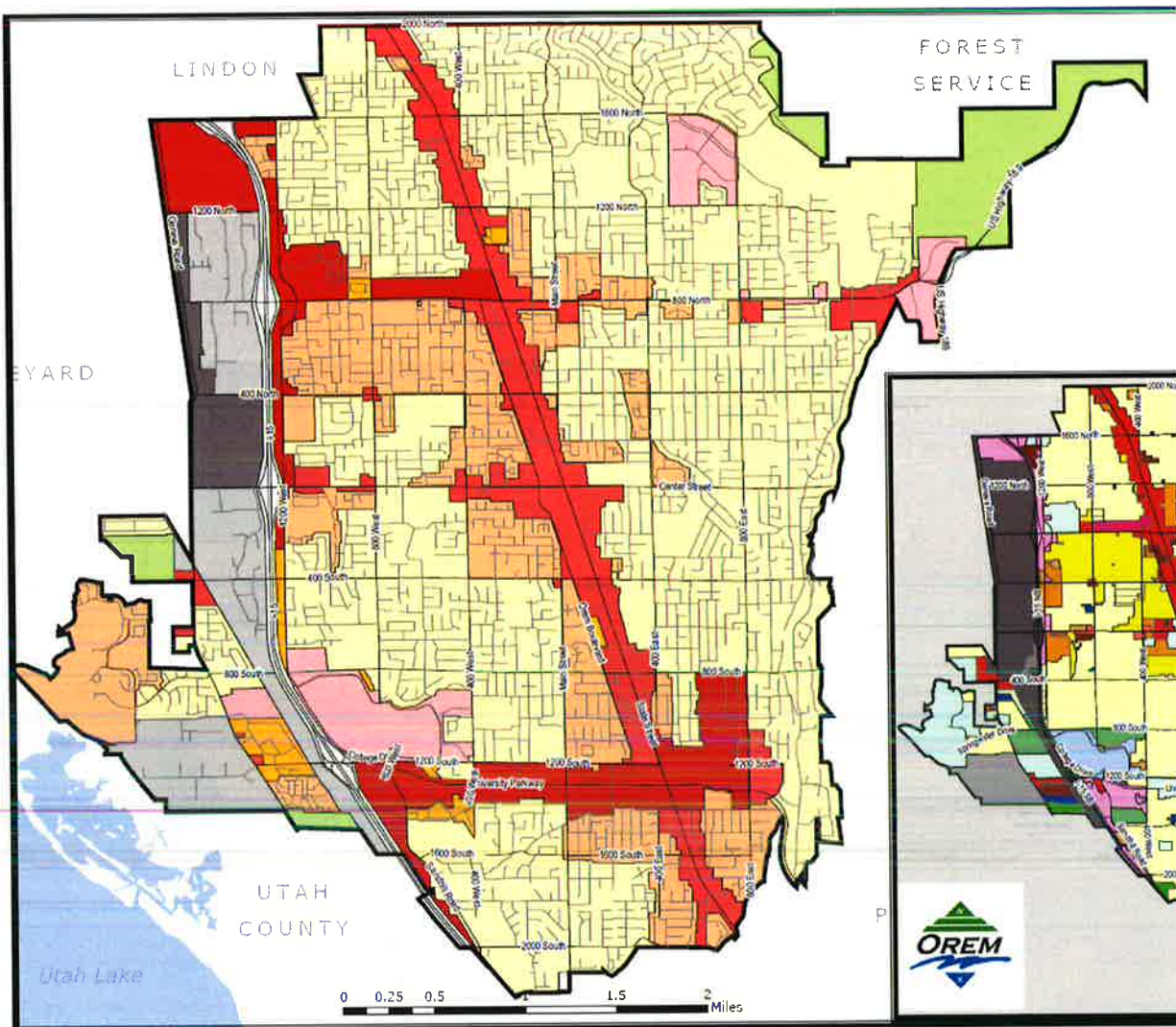
Please briefly describe your project. What are you proposing to do?

Amending general plan Map -/ Minor changes to
former State Street district zones

You are required by Orem City Code to specify in writing why you are proposing these changes. If you have not done so already, use the space below to provide this:

State Street district zoning was changed, ~~the~~ updating general plan
map to reflect these changes.





RESOLUTION NO. _____

A RESOLUTION OF THE OREM CITY COUNCIL AMENDING SECTION 2.1.1 OF THE GENERAL PLAN AND THE GENERAL PLAN MAP OF THE CITY OF OREM BY AMENDING THE LAND USE DESIGNATION FROM MIXED-USE DISTRICT TO COMMUNITY AND REGIONAL COMMERCIAL ALONG STATE STREET.

WHEREAS on November 7, 2022, Development Services filed an application with the City of Orem requesting the City amend Section 2.1.1 of the General Plan and the General Plan Map of the City of Orem by amending the land use designation from Mixed-Use District to Community and Regional Commercial along State Street; and

WHEREAS a public meeting considering the subject application was held by the Planning Commission on December 7, 2022, and the Planning Commission recommended approval of the request; and

WHEREAS a public meeting considering the subject application was held by the City Council on January 10, 2023; and

WHEREAS the agenda of the City Council meeting at which the request was heard was posted at the Orem Public Library, on the Orem City webpage, at the City Offices at 56 North State Street and at utah.gov/pmn; 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 the surrounding neighborhoods; and the special conditions applicable to the request.

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

1. The City Council finds this request is in the best interest of the City in that it will more fully promote the objectives and purposes of the Orem Genral Plan; and
2. The City Council hereby amends Section 2.1.1 of the General Plan and the General Plan Map of the City of Orem by amending the land use designation from Mixed-Use District to Community and Regional Commercial along State Street as shown on Exhibit “A” which is attached and incorporated herein by reference.

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

PASSED, APPROVED and ordered PUBLISHED this 10th day of January 2023.

David Young, Mayor

ATTEST:

Tess Jones, Deputy City Recorder

COUNCIL MEMBERS VOTING "AYE"

COUNCIL MEMBERS VOTING "NAY"

COUNCILMEMBER	AYE	NAY	ABSTAIN
Mayor David Young	☐	☐	☐
Jeff Lambson	☐	☐	☐
Debby Lauret	☐	☐	☐
Tom Macdonald	☐	☐	☐
Terry Peterson	☐	☐	☐
David Spencer	☐	☐	☐
LaNae Millett	☐	☐	☐

Exhibit "A"

