



Staff Report to the Ogden Valley Planning Commission

Weber County Planning Division

Synopsis

Application Information

Application Request: File #ZDA2024-02, a request from OVB Investments LLC for a public hearing, discussion, and possible recommendation regarding a development agreement to preserve development rights, timing of project development, and overall project layout for approximately 416.178 acres located in F-5 zone at approximately 10678 East Highway 39.

Agenda Date: September 23, 2025

Applicant: OVB Investments LLC; Authorized Representative: Matt Lowe

File Number: ZDA2024-02

Frontier Project Link: <https://frontier.co.weber.ut.us/p/Project/Index/19139>

Property Information

Approximate Address: 10678 East Highway 39 in unincorporated Ogden Valley.

Current Zone(s): Forest (F-5) Zone

Adjacent Land Use

North:	Vacant Forest/Mountainside	South:	Highway 39
East:	Vacant Forest/Mountainside	West:	Vacant Forest/Mountainside

Staff Information

Report Presenter: Charlie Ewert
cewert@webercountyutah.gov
801-399-8763

Report Reviewer: RG

Applicable Ordinances

§Title 102, Chapter 6 Development Agreement Procedures
§Title 104, Chapter 9 Forest (F-5) Zone

Legislative Decisions

When the Planning Commission is acting as a recommending body to the County Commission, it is acting in a legislative capacity and has wide discretion. Examples of legislative actions are general plan, zoning map, and land use code amendments. Legislative actions require that the Planning Commission give a recommendation to the County Commission. For this circumstance, criteria for recommendations in a legislative matter require a review for compatibility with the general plan and existing ordinances.

Summary

The purpose of the proposed development agreement is to vest the Gateway Estates subdivision in its previously approved preliminary plan and current zoning, subdivision processes, standards, and allowed density for no less than 10 years, with automatic renewals in five year increments until interrupted by the county or the development is built-out.

In exchange, the applicant has volunteered to donate \$50,000 to Eden Valley Trails, a nonprofit entity that builds and maintains trails in the Ogden Valley. To learn more about Eden Valley Trails, their website is <https://www.edenvalleytrails.com/>.

The planning commission must determine whether the proposal offers sufficient mutual consideration necessary for the county to enter into a development agreement with the applicant. If approved, the development agreement will become applicable/enforceable to/by the new city once the city assumes responsibility as the area's land use authority.

Policy Analysis

The proposed development agreement, which is attached as Exhibit A, offers the terms of the agreement between the developer and the county. After several discussions with both staff and the planning commission, the applicant has compromised and reduced several of the initial asks, which are reflected in the attached proposed agreement.

Several changes in this version from the prior version are changes requested by either staff or a planning commissioner. Those changes are not highlighted or marked in redline. Other proposed changes are shown in redline or explained in comment bubbles in the margins. These other proposed changes are either proposed by staff or proposed by the applicant. Those proposed by staff are marked as a "staff proposed edit." This should help the planning commission sort through who is proposing what change.

A few changes to note based on past planning commission discussions:

- Expiration being reduced from 25 years to 10 years, with auto renewals every five years unless interrupted by the jurisdiction; criteria for due process of interruption. *This was a staff suggestion to, and accepted by, the applicant, in response to concerns from the planning commission about vesting length*
- Special additional rules governing the processing and potential denial of an application have been removed.
- Rules related to jurisdiction's requirement to upsize infrastructure have been removed.
- Rules related to jurisdictions provision of services at equal levels as others has been softened. Staff redlines suggest further refinement. (Section 7.2).
- Attorney's fees in the event of a dispute has been changed to each party being responsible for their own. (Section 8.4).
- The new appeal right that was proposed (Section 12.4) has been softened. Staff is suggesting further refinement.
- Additional rules governing county's rejection of a future agreement amendment (Section 13.7) have been removed.
- Exclusion from moratoria (Section 25) was requested to be removed by the planning commission. The applicant is requesting it remain in, but has offered language to attempt to soften it.

Planning Commission Considerations

Based on best practices and planning commission comments, staff and the applicant have negotiated the terms to be as close to mutual acceptability as appears possible at this time. The planning commission should consider what further negotiations are desired, if any.

During work session there was discussion/debate between planning commissioners regarding whether the streets should be public or private. If this is still an outstanding concern it should be further clarified by the planning commission. It should be noted that the phase 1 of the subdivision has already platted the initial length of the street as a public street.

The question of what, exactly, is being vested is still a bit obscure in the agreement. The reduced term may lessen this concern for the planning commission.

The proposed development agreement is attached to this report as Exhibit A.

The planning commission should determine whether this proposal helps maintain the vision and goals of the Ogden Valley General Plan. It may be determined that it does by addressing dispersed development in areas desirable for open space and by advancing trail-building. The planning commission should determine whether this balances with the applicant's requested considerations.

Staff Recommendation

With the reduction in the applicant's ask from the county, it is staff's opinion that this proposal might strike a reasonable balance between the applicant's interests and the interests of the public. If so, staff is recommending the planning commission forward a positive recommendation for the proposed development agreement to the

county commission for their final deliberation on the matter. Staff's recommendation is based on the following findings and considerations:

1. Staff's comments, suggestions, and recommended edits for the DA should be more fully addressed prior to county commission approval.
2. After the listed considerations are applied, the proposal helps advance the goals and objectives of the Ogden Valley General Plan.
3. The proposed changes are not detrimental to the overall health, safety, and welfare of the community and provides for better project outcomes.
4. A negotiated development agreement is the most reliable way for both the jurisdiction and the applicant to realize mutual benefit.

Model Motions

The model motions herein are only intended to help the planning commissioners provide clear and decisive motions for the record. Any specifics provided here are completely optional and voluntary. Some specifics, the inclusion of which may or may not be desired by the motioner, are listed to help the planning commission recall previous points of discussion that may help formulate a clear motion. Their inclusion here, or any omission of other previous points of discussion, are not intended to be interpreted as steering the final decision.

Motion for positive recommendation **as-is**:

I move we forward a positive recommendation to the County Commission for File #ZDA2024-02, an application for a development agreement to preserve development rights, timing of project development, and overall project layout for approximately 416.178 acres located in F-5 zone at approximately 10678 East Highway 39.

I do so in support of including the recommended additional considerations and findings in the staff report, and (if applicable) with the following additional findings:

Example findings:

1. *After the considerations listed in this recommendation are applied through a development agreement, the proposal generally supports and is anticipated by the vision, goals, and objectives of the Ogden Valley General Plan.*
2. *The project is not detrimental to the overall health, safety, and welfare of the community and provides for better project outcomes than the alternative.*
3. *A negotiated development agreement is the most reliable way for both the county and the applicant to realize mutual benefit.*
4. *The changes are supported by the General Plan.*
5. *The proposal serves as an instrument to further implement the vision, goals, and principles of the General Plan*
6. *The changes will enhance the general health and welfare of residents.*
7. *[_____ add any other desired findings here _____].*

Motion for positive recommendation **with changes**:

I move we forward a positive recommendation to the County Commission for File #ZDA2024-02, an application for a development agreement to preserve development rights, timing of project development, and overall project layout for approximately 416.178 acres located in F-5 zone at approximately 10678 East Highway 39.

I do so in support of including the recommended additional considerations and findings in the staff report, and (if applicable) with the following additional **findings, edits, and/or corrections**:

Example of ways to format a motion with changes:

1. *Example: Add a requirement for roadside beautification, water wise vegetation, and street art/décor to the development agreement for the two collector streets in the development. Include decorative night sky friendly street lighting at reasonable intervals.*
2. *Example: Amend staff's consideration item # []. It should instead read: [**desired edits here**].*
3. *Etc.*

I do so with the following findings:

Example findings:

1. *[Example: Amend staff's finding item # [_____]. It should instead read: [_____desired edits here_____].*
2. *[Example: allowing carte-blanche short-term rentals runs contrary to providing affordable long-term ownership or rental opportunities].*
3. *The proposed changes are supported by the General Plan. [Add specifics explaining how.]*
4. *The proposal serves as an instrument to further implement the vision, goals, and principles of the General Plan.*
5. *The changes will enhance the general health, safety, and welfare of residents.*
6. *Etc.*

Motion to recommend denial:

I move we forward a negative recommendation to the County Commission for File #ZDA2024-02, an application for a development agreement to preserve development rights, timing of project development, and overall project layout for approximately 416.178 acres located in F-5 zone at approximately 10678 East Highway 39.

I do so with the following findings:

Examples findings for denial:

- *Example: The proposal is not adequately supported by the General Plan.*
- *Example: The proposal is not supported by the general public.*
- *Example: The proposal runs contrary to the health, safety, and welfare of the general public.*
- *Example: The area is not yet ready for the proposed changes to be implemented.*
- *[_____add any other desired findings here_____].*

Exhibits

Exhibit A: Proposed Development Agreement

WHEN RECORDED, RETURN TO:

OVB Investments, LLC
Attn: Matt Lowe
6028 S. Ridgeline Dr., Suite 200
Ogden, UT 84405

**DEVELOPMENT AGREEMENT
FOR GATEWAY ESTATES
SUBDIVISION PHASES 2-22**

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2025 (“Effective Date”) by and between WEBER COUNTY, a political subdivision of the State of Utah (“County”), and OVB INVESTMENTS, LLC, a Utah limited liability company (“Developer”), and made effective as of the Effective Date (defined below).

RECITALS

A. Developer owns approximately 416 acres of real property located in Weber County, Utah, as more particularly described on the attached Exhibit A.

B. The Property is presently zoned Forest (F-5) and Forest (F-40) and is currently vacant, undeveloped land.

C. Developer received preliminary plat approval on October 24, 2023, of the Gateway Estates Subdivision Phases 2-22 for the Property, which is attached hereto as Exhibit B (“Preliminary Plat”). Developer intends to develop the Property as a residential subdivision consistent with the Preliminary Plat (“Project”).

D. By this Agreement, the County and Developer confirm the Property’s vested entitlements for the development of the Project consistent with the Preliminary Plat and current zoning requirements. The County has determined that entering into this Agreement furthers the purposes of Utah’s County Land Use, Development, and Management Act (CLUDMA), and the County’s land use ordinances. As a result of such determination, the County has elected to move forward with the approvals necessary to approve the development of the Project in accordance with the terms and provisions of this Agreement. This Agreement is a “development agreement” within the meaning of and entered into pursuant to the terms of Utah Code Ann. §17-27a-102(2), and which approval to enter into this Agreement constitutes a decision utilizing the County’s legislative judgment and its policy making authority regarding the development of the Project.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree to the following:

TERMS

1. Incorporation of Recitals and Exhibits: Definitions.

1.1 **Incorporation.** The foregoing Recitals and all Exhibits are hereby incorporated into this Agreement.

1.2 **Definitions.** As used in this DA, the words and phrases specified below shall have the following meanings:

1.2.1 Applicable Law means the County's Vested Laws and any of the County's Future Laws that may apply as provided in Section 2.2 below.

1.2.2 Applicant means a person or entity submitting a Development Application.

1.2.3 Association means an entity that Developer may establish to operate and maintain common areas or private roads of the Project.

1.2.4 County Commission means the elected Weber County Commission.

1.2.5 County's Future Laws means the ordinances ~~, policies, standards, and procedures~~ that may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project and which may or may not be applicable to the Development Application depending on the provisions of this Agreement.

Commented [CE1]: Staff requested edit. Too nebulous. Just stick to legislatively adopted ordinances.

1.2.6 County's Vested Laws means the ordinances ~~, policies, standards, and procedures~~ of the County in effect as of the Effective Date.

1.2.7 Default means a material breach of this Agreement as specified herein.

1.2.8 Development Application means an application to the County for development of all or a portion of the Project, including a Final Plat, or any other permit (including, but not limited to, building permits or conditional use permit), certificate or other authorization from the County required for development of the Project.

1.2.9 Final Plat means the recordable map or other graphical representation of land prepared in accordance with *Utah Code Ann.* § 17-27a-603, or any successor provision, and approved by the County, effectuating a subdivision of any portion of the Project.

1.2.10 Final Unit Count means the total number of Units within the Project, which number shall be no more than the density permitted by the Zoning.

1.2.11 Notice means any written notice to or from any Party to this Agreement that is either required or permitted to be given to another Party.

1.2.12 Party/Parties means, in the singular, either Developer or the County; in the plural, Developer and the County.

1.2.13 Planning Commission means Weber County's Ogden Valley Planning Commission.

1.2.14 Preliminary Plat has the meaning provided in Recital C above.

1.2.15 Private Roadways means roadways constructed throughout the Project that are not Public Infrastructure and which will be owned and maintained by an Association or by the owner of the property subject to the Private Roadway.

1.2.16 Property means the real property owned by and to be developed by Developer more fully described in Exhibit A.

1.2.17 Public Infrastructure means those elements of infrastructure that are platted, or otherwise planned, to be dedicated to the County or other public entities as a condition of the approval of a Development Application, which may include, but shall not be limited to storm water improvements; utility infrastructure of every type including, without limitation, electric, gas, fiber, and other communications utilities; road infrastructure, including without limitation, bridges and underpasses; street lighting and landscaping; and dedications of land for excess capacity in system improvements or excess capacity in

improvements accommodating uses outside of the Project.

1.2.18 Public Roadways means the public roadways identified on the Preliminary Plat that will be dedicated to the County upon completion.

1.2.19 Unit means a structure, or any portion thereof designed and constructed for single family occupancy as a residence and located in one (1) or more buildings within the Project.

1.2.1 Zoning means the Forest F-5 and Forest F-40 zoning of the Property as further set forth in the County's Vested Laws.

2. Vested Rights

2.1 **Vested Rights.** ~~To~~ the maximum extent permissible under state and federal law, and at equity, County and Developer agree that this Agreement confirms that Developer is vested with all rights to develop the Property in accordance with County's Vested Laws, including the provisions of the Zoning, without modification or change by the County except as specifically provided herein. Specifically, Developer is vested with the right to: (i) develop and construct the Project in accordance with this Agreement and the Preliminary Plat and (ii) connect to existing public infrastructure, upon the payment of generally applicable and lawful fees. The Property is also vested with access to all County roads, described below, which adjoin or traverse any portion of the Property. The Parties intend that the rights granted to Developer hereunder are contractual vested rights and include the rights that exist as of the Effective Date under statute, common law and at equity. The Parties acknowledge and agree that this Agreement provides significant and valuable rights, benefits, and interests in favor of Developer and the Property, including, but not limited to, certain vested rights, development rights, permitted and conditional uses, potential rights for new improvements, facilities, and infrastructure, as well as flexible timing, sequencing, and phasing rights to facilitate the development of the Property. In the event of a conflict between this Agreement and the Weber County Code, this Agreement shall control.

2.2 **Future Laws.** The County's Future Laws with respect to the Project or the Property shall not apply except as follows:

~~2.2.1~~ County's Future Laws that dictate the application process and procedures applicable to a Final Plat application;

~~2.2.2~~ County's Future Laws that Developer agrees in writing to the application thereof to the Project;

~~2.2.3~~ County's Future Laws which are generally applicable to all properties in the County, and which are required to comply with state and federal laws and regulations affecting the Project and do not effect a taking of the right to develop the uses and the densities described in this Agreement;

~~2.2.4~~ County's Future Laws that are updates or amendments to the state construction codes currently codified in Title 15A-2-102 of the Utah Code and are required to meet legitimate concerns related to public health, safety or welfare;

~~2.2.5~~ Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the County to all properties, applications, persons and entities similarly situated;

~~2.2.6~~ Changes to the amounts of fees (but not changes to the times provided in the County's Current Laws for the imposition or collection of such fees) for the processing of Development Applications that are generally applicable to all development within the County and which are adopted pursuant to State law; and

Commented [CE2]: PC request: Reduce the number of ordinances in which the dev is vested. Limit it to just those needed to entitle the plat (i.e. street and lot configuration and standards) but no vesting in things not being requested at this time.

Maybe something like: "...vesting all county laws in effect at the time of the Effective Date that were specifically applicable to the creation and approval of the approved preliminary plat, and together with all other laws in effect as they pertain to the standards and processing of a Final Plat application..."

~~2.2.6~~ 2.2.7 Impact fees or modifications thereto which are lawfully adopted, imposed, and collected within the County.

2.3 Conflict between Preliminary Plat and County's Vested Laws. The Parties agree that the Preliminary Plat attached hereto is only preliminary in nature and may not contain all required information or may not have yet received all required reviews necessary to demonstrate compliance with all applicable County's Vested Laws related to a Final Plat. Developer agrees that all applicable County's Vested Laws shall apply to all Final Plats for the Property, and any representation in the Preliminary Plat that does not comply with County's Vested Laws shall not be construed to be a waiver from County's Vested Laws.

2.4 Early Termination Right. At any time during the Term (defined below) of this Agreement, Developer may elect to terminate this Agreement as to all or part of the Property by sending Notice to the County, if the Property or any portion of the Property is annexed into or otherwise becomes subject to the jurisdiction of a land use authority other than the County.

2.5 Effect of Incorporation of Municipality. Pursuant to Utah Code Ann. §10-9a-509, a subsequent incorporation of any portion of the Property into a new municipality or a petition that proposes the incorporation of any portion of the Property into a new municipality, shall not affect the vesting of the Property in accordance with County's Vested Laws, including the provisions of the Zoning, and as otherwise set forth herein.

3. **Development of the Project.**

3.1 Phasing; Configuration. Developer shall have the right to determine the timing, sequencing, and phasing of the Project; provided, however, each phase of the Project shall be subject to and comply with applicable Zoning standards that are not in conflict with the terms and provisions contained in this Agreement. The Property may be developed for all uses approved by the County in accordance with the County's Vested Laws. Subject to the terms of this Agreement and the Zoning, County and Developer expressly agree that Developer shall have the ability to adjust the Preliminary Plat including variations to the exact locations and densities of building locations and roads and rights-of-way, but in no event shall the Final Unit Count within the Project exceed the density permitted by the Zoning.

3.2 Roadway Improvements. Developer shall construct, or cause to be constructed, all Private Roadways and Public Roadways within the Project that are necessary for the connectivity and development of the Project as required by the Zoning. The width of the Public Roadways are indicated on the Preliminary Plat, but may be adjusted by mutual agreement of the County and Developer. Developer or an Association established by Developer shall be responsible for maintaining and performing snow removal services on the Private Roadways.

3.3 Community Benefits. In consideration for receipt of the benefits offered by this Agreement, Developer shall donate Fifty Thousand and No/100 dollars (\$50,000) to Eden Valley Trails, a nonprofit, as a donation/community benefit, within 10 business days of all parties signing the Development Agreement.

4. Term of Agreement. The initial term of this Agreement commences on the Effective Date and continues for a period of ~~twenty-five (25) years ("Term")~~ ten (10) years ("Initial Term"). Upon expiration of the Initial Term, the term of this Agreement shall automatically renew every five (5) years (each, an "Extension Term" and collectively, "Extension Terms") in perpetuity until development of the Project is complete or until the County sends Developer a notice of non-renewal within one (1) year of the expiration of the Initial Term or the then-current Extension Term, as applicable. The Initial Term together with any Extension Terms shall be referred to herein as the "Term".

5. **Processing of Development Applications.**

5.1 Final Plat Deadlines. No later than three years after the Effective Date, Developer shall submit a complete application for Final Plat approval for the first phase of the Project developed under this

Commented [CE3]: Developer give.

Commented [CE4]: Applicant reduced requested vesting from 25 to 10 years with provisions for auto-renewals in 5 year increments if not interrupted by jurisdiction.

Agreement. Throughout the Term, Developer shall submit a complete application for Final Plat approval for subsequent phases of the Project no later than three (3) years after obtaining Final Plat approval for the previous phase of the Project. Likewise, after Developer obtains Final Plat approval for a phase, Developer shall complete development of the approved phase within three (3) years. Nothing in this [Section 5.2](#) prohibits Developer from submitting Final Plat application for multiple phases of the Project at the same time. If Developer fails to timely submit a Final Plat application under this [Section 5.2](#), then such failure shall not be deemed to be a Default under this Agreement, unless the Developer fails to submit a complete Final Plat application for a phase of the Project within seventy-five (75) days after such failure to timely submit a Final Plat application.

5.2 Meet and Confer regarding Development Application Denials. Upon written request by Developer, the County and Developer or Applicant shall meet within fifteen (15) business days of any tabling of a Development Application or denial to discuss how the Developer may resolve the issues specified in the tabling or denial of a Development Application.

5.3 County Denial of a Development Application. If the County denies a Development Application the County shall provide the Applicant with a Notice advising the Applicant of the reasons for denial, including specifying the reasons the County believes that the Development Application is not consistent with this Agreement, the Preliminary Plat, and/or any applicable County's Vested Laws (or, if applicable, the County's Future Laws).

6. Application Under County's Future Laws. Without waiving any rights granted by this Agreement, Developer may at any time, choose to submit a Development Application for some or all of the Project under the County's Future Laws in effect at the time of the Development Application. Any Development Application filed for consideration under the County's Future Laws shall be governed by all portions of the County's Future Laws related to the Development Application. The election by Developer at any time to submit a Development Application under the County's Future Laws shall not be construed to prevent or limit Developer from submitting under and relying on County's Vested Laws for other Development Applications.

7. Public Infrastructure and Utilities.

7.1 Construction by Developer. Developer shall have the right and the obligation to construct or cause to be constructed and install or cause to be installed all Public Infrastructure reasonably and lawfully required as a condition of approval of a Development Application. Subject to [Section 7.2](#) below Developer shall be responsible for the cost of all Public Infrastructure which is roughly proportionate (as determined by law) to the impact of the Project.

7.2 County Services. County shall make available (subject to application for service, issuance of applicable permits and payment of connection fees and applicable commodity usage rates) [reasonable](#) municipal services to the Property. ~~Such services shall be provided to the Property at the same levels of services,~~ on the same terms and at rates as approved by the County Commission, which rates may not differ materially from those charged to others [in similarly situated developments](#) in the County's unincorporated Ogden Valley area. County also agrees to cooperate in making available public rights of way and easements for use by utility and service providers to development within the Property.

Commented [CE5]: Staff requested edit

8. Default.

8.1 Notice. If Developer or the County fails to perform their respective obligations hereunder or to comply with the terms hereof, the Party believing that a Default has occurred shall provide Notice to the other Party.

8.2 Contents of the Notice of Default. The Notice of Default shall:

8.2.1 Specific Claim. Specify the claimed event of Default;

8.2.2 Applicable Provisions. Identify with particularity the provisions of any Applicable Law, rule, regulation or provision of this Agreement that is claimed to be in Default;

8.2.3 Materiality. Identify why the Default is claimed to be material; and

8.2.4 Cure. Propose a method and time for curing the Default which shall be of no less than thirty (30) days duration.

8.3 **Remedies**. If the Parties are not able to resolve the Default within the cure period, then the Parties may have the following remedies:

8.3.1 Law and Equity. All rights and remedies available at law and in equity, including, but not limited to, injunctive relief, or specific performance.

8.3.2 Future Approvals. The right to withhold all further reviews, approvals, licenses, building permits or other permits for development of the Project in the case of a Default by Developer until the Default has been cured.

8.4 **Attorney Fees**. Each Party in any action brought to enforce the terms of this Agreement shall be responsible for its own legal expenses and attorney fees.

8.5 **Public Meeting**. Before any remedy in Section 8.3 may be imposed by the County, the Party allegedly in Default shall be afforded the right to attend a public meeting before the County Commission and address the County Commission regarding the claimed Default.

8.6 **Extended Cure Period**. If any Default cannot be reasonably cured within thirty (30) days, then such cure period may be extended at the discretion of the Party asserting Default so long as the defaulting Party is pursuing a cure with reasonable diligence.

8.7 **Default of Assignee**. A Default of any obligations assumed by an assignee shall not be deemed a Default of Developer.

9. **Notices**. All Notices required or permitted under this Agreement shall, in addition to any other means of transmission, be given in writing by either by certified mail, hand delivery, overnight courier service, or email to the following addresses:

To Developer:

OVB Investments, LLC
Attn: Matt Lowe
6028 S. Ridgeline Dr.,
Suite 200
Ogden, UT 84405
Email: matt@lowecompanies.com

With a Copy to:

Snell & Wilmer L.L.P.
15 West South Temple, Suite 1200 Salt
Lake City, Utah 84101 Attention: Wade
Budge, P.C. Email: wbudge@swlaw.com

To Weber County:

Weber County
2380 Washington Blvd.
Ogden, Utah 84401
Attention: County Commissioners

With a Copy to:

Weber County Attorney
2380 Washington Blvd
Suite 230
Ogden, Utah 84401

9.1 **Effectiveness of Notice.** Except as otherwise provided in this DA, each Notice shall be effective and shall be deemed delivered on the earlier of:

9.1.1 Hand Delivery. Its actual receipt, if delivered personally or by courier service.

9.1.2 Electronic Delivery. Its actual receipt if delivered electronically by email and the sending Party has an electronic receipt of the delivery of the Notice.

9.1.3 Mailing. On the day the Notice is postmarked for mailing, postage prepaid, by Certified United States Mail and actually deposited in or delivered to the United States Postal Service.

9.1.4 Change of Address. Any Party may change its address for Notice under this Agreement by giving written Notice to the other Party in accordance with the provisions of this Section 9.1.4.

10. **Headings.** The captions used in this Agreement are for convenience only and are not intended to be substantive provisions or evidences of intent.

11. **No Third-Party Rights/No Joint Venture.** This Agreement does not create a joint venture relationship, partnership or agency relationship between the County or Developer. Further, the Parties do not intend this Agreement to create any third-party beneficiary rights except as expressly provided herein. The Parties acknowledge that this Agreement refers to a private development and that the County has no interest in, responsibility for, or duty to any third parties concerning any improvements to the Property unless the County has accepted the dedication of such improvements at which time all rights and responsibilities for the dedicated public improvement shall be the County's.

12. Administrative Modifications.

12.1 **Allowable Administrative Applications:** The following modifications to the applicability of this Agreement ("Administrative Modifications") may be considered and approved by the Weber County Planning Director or the Planning Director's designee (as applicable, the "Administrator").

12.1.1 Infrastructure. Modification of the location and/or sizing of the infrastructure for the Project that does not materially change the functionality of the infrastructure.

12.1.2 Minor Amendment. Any other modification deemed to be a minor routine and uncontested modification by the Administrator.

12.2 **Application to Administrator.** Applications for Administrative Modifications shall be filed with the Administrator.

12.3 **Administrator's Review of Administrative Modification.** The Administrator shall consider and decide upon the Administrative Modification within a reasonable time not to exceed forty-five (45) days from the date of submission of a complete application for an Administrative Modification. If the

Administrator approves the Administrative Modification, the Administrator shall record notice of such approval against the applicable portion of the Property in the official County records. The Administrator may determine that any proposed Administrative Modification should be processed as an Amendment pursuant to Section 13 of this Agreement.

12.4 **Appeal of Administrator's Denial of Administrative Modification.** If the Administrator denies any proposed Administrative Modification, the Applicant may ~~(i) appeal such denial as permitted by the County's Vested Laws and/or (ii)~~ process the proposed Administrative Modification as a Modification Application (defined below).

13. **Amendment.** Except for Administrative Modifications, any future amendments to this Agreement shall be considered as a Modification Application subject to the processes set forth in this Section 13. As used in this Agreement, the term "Modification Application" shall mean an application to amend this Agreement for any purpose other than for an Administrative Modification.

13.1 **Who May Submit Modification Applications.** Only the County and Developer or an assignee that succeeds to all of the rights and obligations of the Developer under this Agreement may submit a Modification Application.

13.2 **Modification Application Contents.** Modification Applications shall:

13.2.1 Identification of Property. Identify the property or properties affected by the Modification Application.

13.2.2 Description of Effect. Describe the effect of the Modification Application on the affected portions of the Project.

13.2.3 Identification of Non-County Agencies. Identify any non-County agencies potentially having jurisdiction over the Modification Application.

13.2.4 Map. Provide a map of any affected property and all property within three hundred feet (300').

13.3 **Fee.** Modification Applications shall be accompanied by a fee as adopted by the County and as amended from time to time.

13.4 **County Cooperation in Processing Modification Applications.** The County shall cooperate reasonably in fairly processing Modification Applications within the typical timeliness of such applications.

13.5 **Planning Commission Review of Modification Applications.**

13.5.1 Review. All aspects of a Modification Application required by law to be reviewed by the Planning Commission shall be considered by the Planning Commission as soon as reasonably possible in accordance with the County's Vested Laws in light of the nature and/or complexity of the Modification Application and based on the ongoing workload of the applicable reviewers.

13.5.2 Recommendation. The Planning Commission's vote on the Modification Application shall be only a recommendation and shall not have any binding or evidentiary effect on the consideration of the Modification Application by the County Commission.

13.6 **County Commission Review of Modification Application.** After the Planning Commission, if required by law, has made or been deemed to have made its recommendation for the Modification Application, the County Commission shall consider the Modification Application.

13.7 **County Commission's Objections to Modification Applications.** If the County Commission

Commented [CE6]: Staff requested edit.

On admin appeal the appeal authority needs to determine whether the decision was arbitrary, capricious, or illegal, and is limited to a review of the record. While not explicit here, this perhaps suggests that an applicant is entitled to approval of an admin mod as long as it meets objective requirements/criteria. There is no clear objective approval or denial criteria listed here or in code related to a decision on an admin modification and therefore little/no criteria from which an admin decision can be based.

In the absence of objective criteria, staff suggests deleting (i). This will default an "appeal" of a admin mod decision to a legislative development agreement amendment as spelled out in section 13.

objects to the Modification Application, the County Commission shall provide a written determination advising the Applicant of the reasons for denial.

14. **Estoppel Certificate.** Upon twenty (20) days prior written request by Developer, the County will execute an estoppel certificate to any third party certifying that the Developer, as the case may be, at that time is not in default of the terms of this Agreement.

15. **Assignability.** The rights and responsibilities of Developer under this Agreement may be assigned in whole or in part, respectively, by Developer as provided herein.

16. **No Waiver.** Failure of any Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future date any such right or any other right it may have.

17. **Severability.** If any immaterial provision of this Agreement is held by a court of competent jurisdiction to be invalid for any reason, the Parties consider and intend that this Agreement shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this Agreement shall remain in full force and affect.

18. **Force Majeure.** Any prevention, delay, or stoppage of the performance of any obligation under this Agreement that is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties, pandemic, quarantine, or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay, or stoppage.

19. **Time is of the Essence.** Subject to the contrary provisions of this Agreement, time is of the essence to this Agreement and every right or responsibility shall be performed within the times specified.

20. **Applicable Law.** This Agreement is entered into in Weber County in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.

21. **Venue.** Any action to enforce this Agreement shall be brought only in the First District Court for the State of Utah in Weber County.

22. **Entire Agreement.** This Agreement, and all Exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties.

23. **Mutual Drafting.** Each Party has participated in negotiating and drafting this Agreement and therefore no provision of this Agreement shall be construed for or against any Party based on which Party drafted any particular portion of this Agreement.

24. **Recordation and Running with the Land.** This Agreement shall be recorded in the chain of title for the Property. This Agreement shall be deemed to run with the land. This Agreement does not apply to an end user of the lots within the Project, as this Agreement is intended to govern the development of the Project, not the use by subsequent owners, occupants, or residents.

25. **Exclusion from Moratoria.** The Property shall be excluded from any moratorium adopted pursuant to *Utah Code Ann.* § 17-27-504 unless such a moratorium is found on the record by the County Commission to be necessary to avoid a physical harm to third parties and the harm, if allowed, would jeopardize a compelling, countervailing public interest as proven by the County with clear and convincing evidence; provided, however, such exclusion must not be inconsistent with Utah State Code.

Commented [CE7]: PC asked for paragraph to be deleted.

What happens if the city enacts a moratorium on all permits/reviews (a moratorium cannot be longer than 6 months) at first to give the city the time to get staffing, resources, processes, etc up and running? As written, this paragraph might require the city to process applications even if it does not yet have the setup to do so.

26. **Authority.** The Parties to this Agreement each warrant that they have all of the necessary authority to execute this Agreement. County is entering into this Agreement after taking all necessary actions to enter into the agreements and understandings set forth herein.

27. **Referendum or Challenge.** Both Parties understand that a legislative action by the Weber County Commission may be subject to referral or challenge by individuals or groups of citizens. If a referendum or challenge relates to the Weber County Commission's approval of this Agreement, and the referendum or challenge is submitted to a vote of the people pursuant to Utah Code Ann. § 20A-7-601, then Developer may deliver a Notice of rescission to the County to terminate this Agreement. Upon Developer's delivery of a Notice of rescission pursuant to this Section 24, this Agreement shall automatically terminate whereupon the Parties shall have no further rights or obligations under this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first herein above written.

DEVELOPER:

OVB INVESTMENTS, LLC, a Utah limited liability company

By (printed name): _____

Signature: _____

Its: _____

DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
 :ss.
COUNTY OF _____)

On the ____ day of _____, 2025, personally appeared before me _____, who being by me duly sworn, did say that he/she is the _____ of OVB Investments, LLC, a Utah limited liability company, and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

NOTARY PUBLIC

COUNTY:

WEBER COUNTY,
a Utah political subdivision

Sharon Bolos, County Commission Chair

Approved as to form and legality:

County Attorney's Office

Attest:

Ricky Hatch, Weber County Clerk

STATE OF UTAH)

:SS.

COUNTY OF UTAH)

COUNTY ACKNOWLEDGMENT

On the _____ day of _____, 2025 personally appeared before me Sharon Bolos who being by me duly sworn, did say that she is the Chair of the Weber County Commission, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the County by authority of the Weber County Commission and she acknowledged to me that the County executed the same.

NOTARY PUBLIC

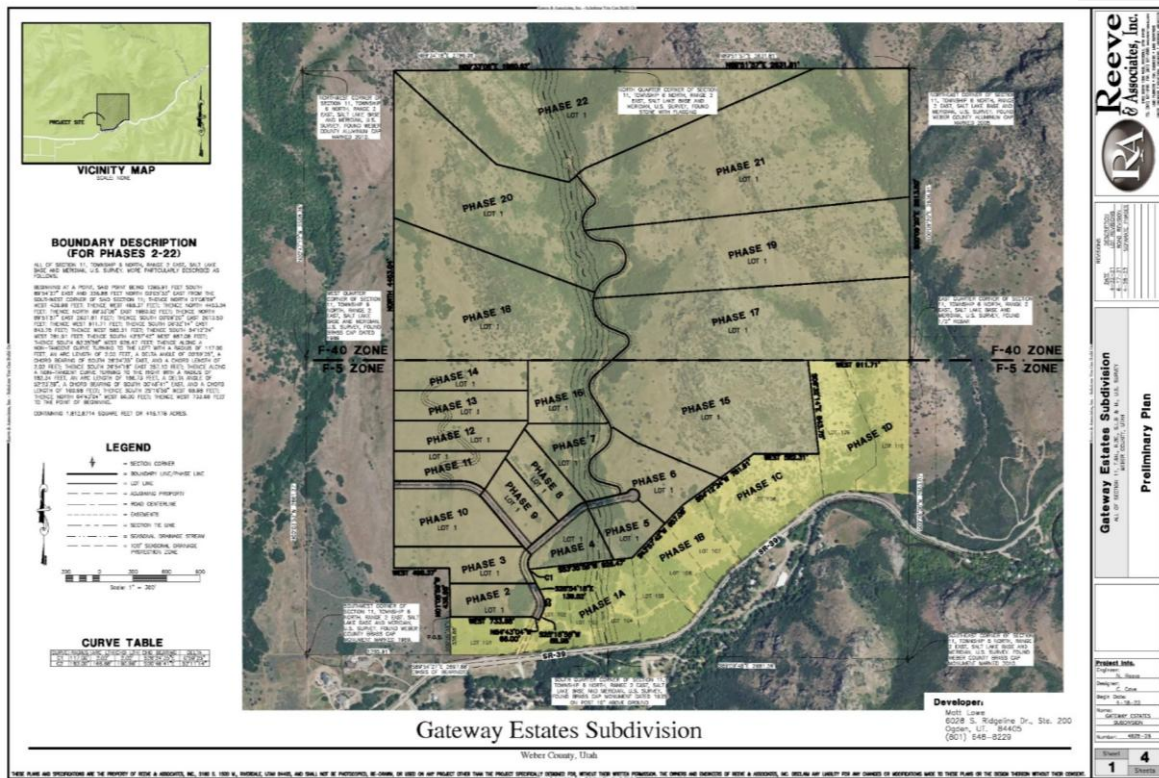
EXHIBIT A
Legal Description of the Property

ALL OF SECTION 11, TOWNSHIP 6 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING 1285.91 FEET SOUTH 89°54'27" EAST AND 336.88 FEET NORTH 00°05'33" EAST FROM THE SOUTHWEST CORNER OF SAID SECTION 11; THENCE NORTH 01°08'59" WEST 436.98 FEET; THENCE WEST 498.37 FEET; THENCE NORTH 4453.04 FEET; THENCE NORTH 89°33'08" EAST 1980.62 FEET; THENCE NORTH 89°51'57" EAST 2631.81 FEET; THENCE SOUTH 00°09'20" EAST 2613.50 FEET; THENCE WEST 911.71 FEET; THENCE SOUTH 06°32'14" EAST 843.75 FEET; THENCE WEST 582.31 FEET; THENCE SOUTH 54°12'24" WEST 781.91 FEET; THENCE SOUTH 43°57'42" WEST 657.08 FEET; THENCE SOUTH 83°35'56" WEST 926.47 FEET; THENCE ALONG A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 117.00 FEET, AN ARC LENGTH OF 2.02 FEET, A DELTA ANGLE OF 00°59'25", A CHORD BEARING OF SOUTH 26°24'35" EAST, AND A CHORD LENGTH OF 2.02 FEET; THENCE SOUTH 26°54'18" EAST 257.10 FEET; THENCE ALONG A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 182.34 FEET, AN ARC LENGTH OF 166.73 FEET, A DELTA ANGLE OF 52°23'28", A CHORD BEARING OF SOUTH 00°48'41" EAST, AND A CHORD LENGTH OF 160.98 FEET; THENCE SOUTH 25°16'56" WEST 68.98 FEET; THENCE NORTH 64°43'04" WEST 66.00 FEET; THENCE WEST 733.68 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,812,8714 SQUARE FEET OR 416.178 ACRES.

EXHIBIT B
Preliminary Plat
One following Pages



BOUNDARY DESCRIPTION (FOR PHASES 2-22)

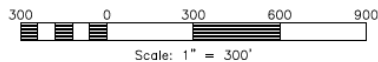
ALL OF SECTION 11, TOWNSHIP 6 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING 1285.91 FEET SOUTH 89°54'27" EAST AND 336.88 FEET NORTH 00°05'33" EAST FROM THE SOUTHWEST CORNER OF SAID SECTION 11; THENCE NORTH 01°08'59" WEST 436.98 FEET; THENCE WEST 498.37 FEET; THENCE NORTH 4453.04 FEET; THENCE NORTH 89°33'08" EAST 1980.62 FEET; THENCE NORTH 89°51'57" EAST 2631.81 FEET; THENCE SOUTH 00°09'20" EAST 2613.50 FEET; THENCE WEST 911.71 FEET; THENCE SOUTH 06°32'14" EAST 843.75 FEET; THENCE WEST 582.31 FEET; THENCE SOUTH 54°12'24" WEST 781.91 FEET; THENCE SOUTH 43°57'42" WEST 657.08 FEET; THENCE SOUTH 83°35'56" WEST 926.47 FEET; THENCE ALONG A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 117.00 FEET, AN ARC LENGTH OF 2.02 FEET, A DELTA ANGLE OF 00°59'25", A CHORD BEARING OF SOUTH 26°24'35" EAST, AND A CHORD LENGTH OF 2.02 FEET; THENCE SOUTH 26°54'18" EAST 257.10 FEET; THENCE ALONG A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 182.34 FEET, AN ARC LENGTH OF 166.73 FEET, A DELTA ANGLE OF 52°23'28", A CHORD BEARING OF SOUTH 00°48'41" EAST, AND A CHORD LENGTH OF 160.98 FEET; THENCE SOUTH 25°16'56" WEST 68.98 FEET; THENCE NORTH 64°43'04" WEST 66.00 FEET; THENCE WEST 733.68 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,812,8714 SQUARE FEET OR 416.178 ACRES.

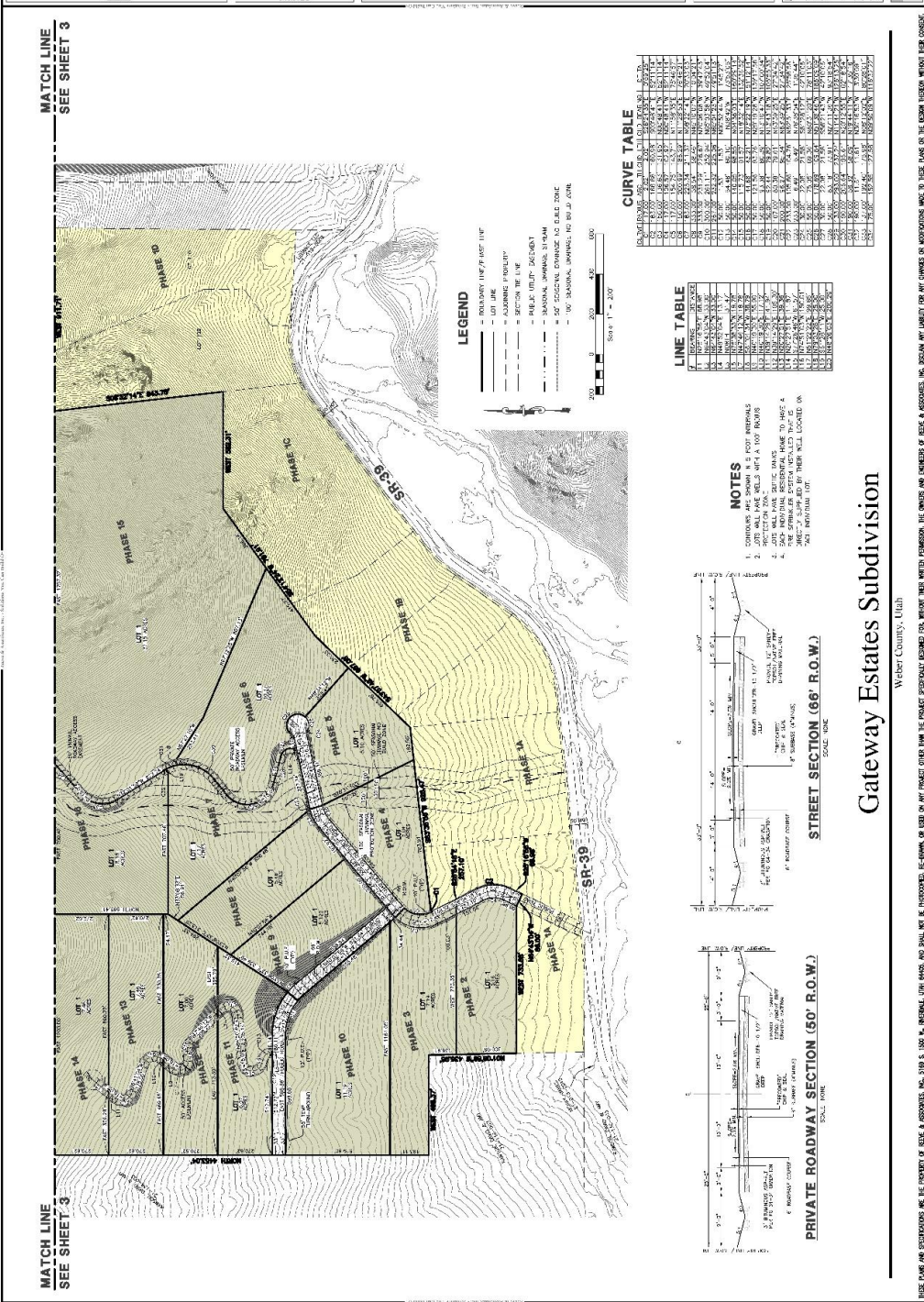
LEGEND

- SECTION CORNER
- BOUNDARY LINE/PHASE LINE
- LOT LINE
- ADJOINING PROPERTY
- ROAD CENTERLINE
- EASEMENTS
- SECTION TIE LINE
- SEASONAL DRAINAGE STREAM
- 100' SEASONAL DRAINAGE PROTECTION ZONE

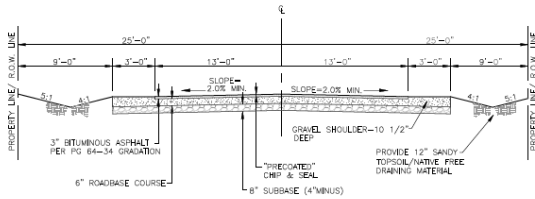
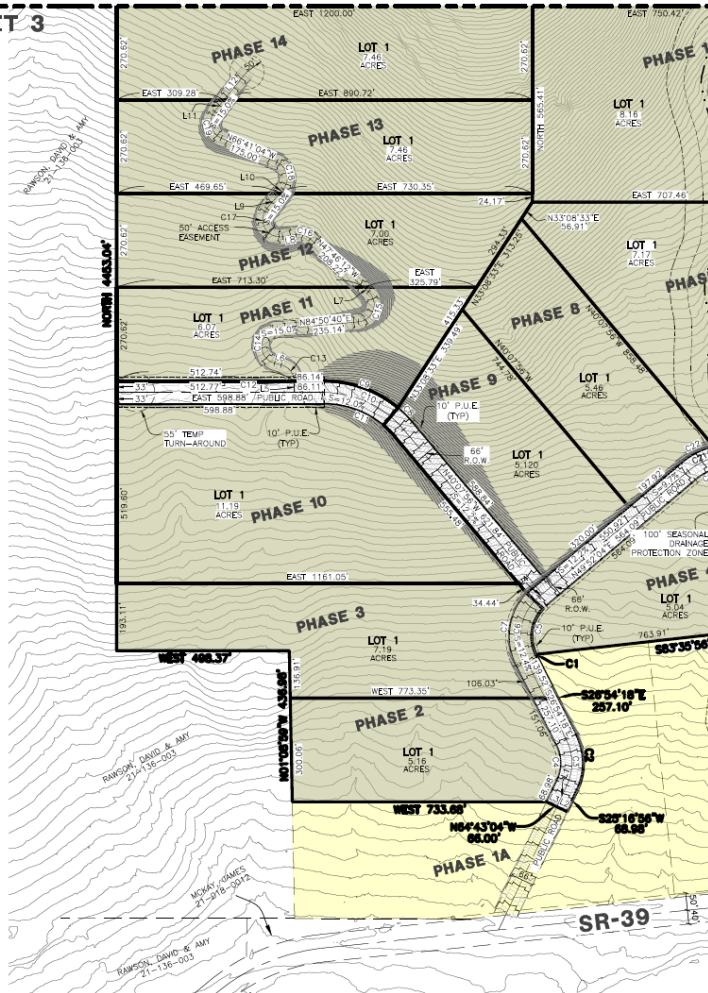


CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA
C1	117.00'	2.02'	2.02'	S26°24'35" E	0°59'25"
C2	182.34'	166.73'	160.98'	S00°48'41" E	52°11'14"

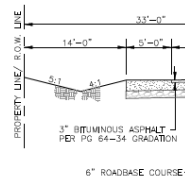


MATCH LINE
SEE SHEET 3

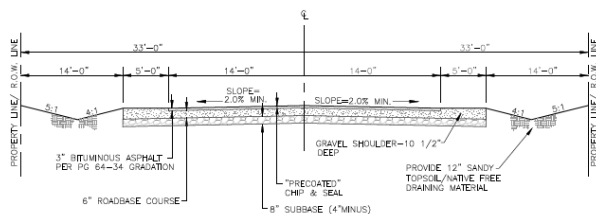
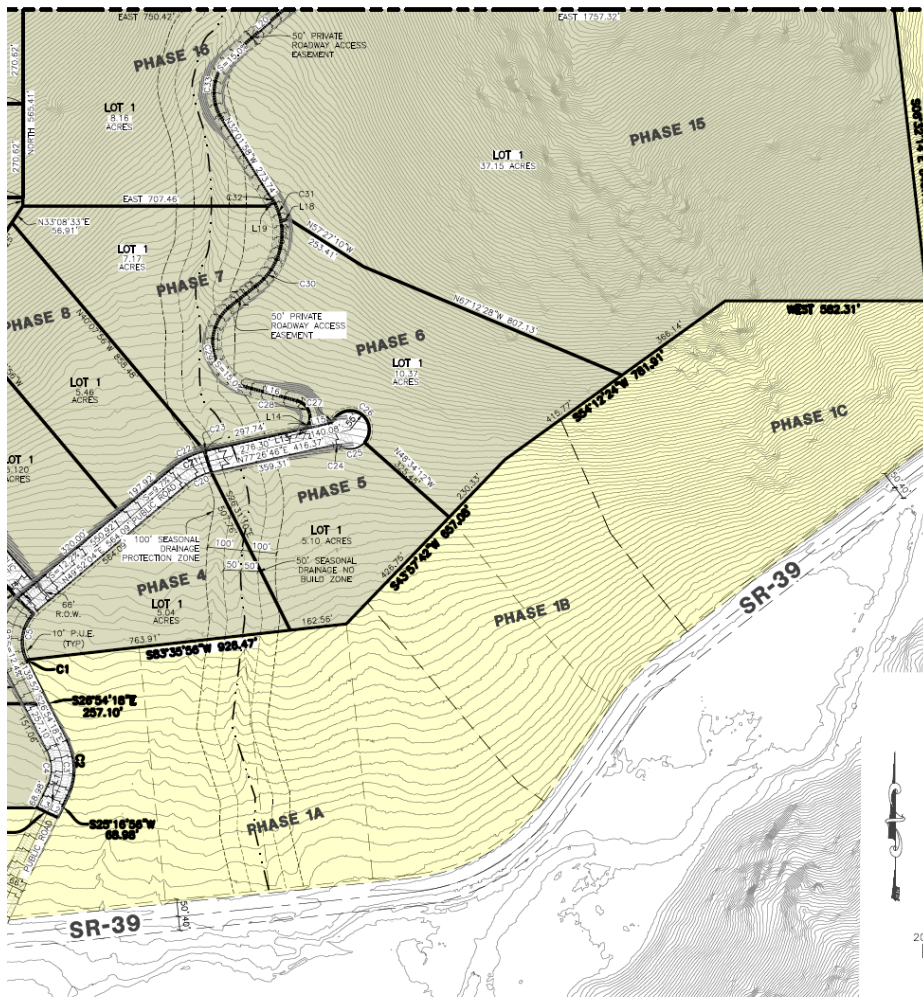


PRIVATE ROADWAY SECTION (50' R.O.W.)

SCALE: NONE



STRIP



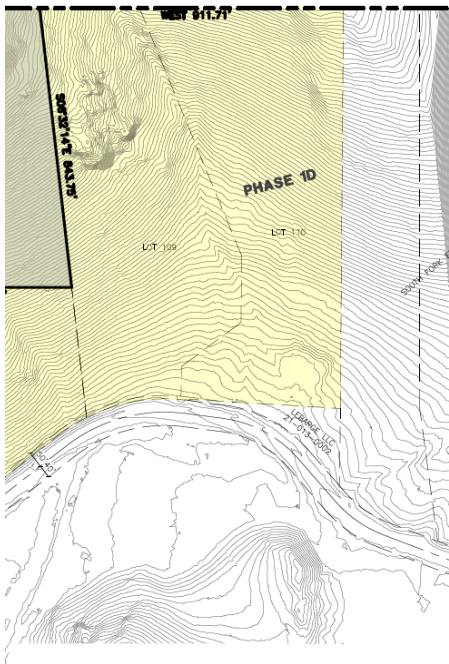
STREET SECTION (66' R.O.W.)

SCALE: NONE

NOTES

1. CONTOURS ARE SHOWN IN 5 FOOT INTERVALS
2. LOTS WILL HAVE WELLS WITH A 100' RADIUS PROTECTION ZONE
3. LOTS WILL HAVE SEPTIC TANKS
4. EACH INDIVIDUAL RESIDENTIAL HOME TO HAVE A FIRE SPRINKLER SYSTEM INSTALLED THAT IS DIRECTLY SUPPLIED BY THEIR WELL LOCATED ON EACH INDIVIDUAL LOT.

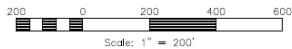
Gateway Estates Subdivision



MATCH LINE
SEE SHEET 3

LEGEND

- = BOUNDARY LINE/PHASE LINE
- = LOT LINE
- - - = ADJOINING PROPERTY
- - - = SECTION TIE LINE
- - - = PUBLIC UTILITY EASEMENT
- - - = SEASONAL DRAINAGE STREAM
- - - = 50' SEASONAL DRAINAGE NO BUILD ZONE
- - - = 100' SEASONAL DRAINAGE NO BUILD ZONE



CURVE TABLE

CURVE	RADIUS	ARC LTR	CHD LTR	CHD BEARING	DELTA
C1	117.00	2.02	2.02	S26°24'35"E	0°59'25"
C2	183.00	166.68	180.98	S00°48'41"E	52°11'14"
C3	150.00	136.53	131.95	N00°48'41"W	52°11'14"
C4	117.00	106.57	102.92	N00°48'41"W	52°11'14"
C5	117.00	154.75	143.71	N11°58'35"E	75°46'57"
C6	150.00	200.99	186.29	N11°28'03"E	78°48'21"
C7	183.00	225.34	211.37	N08°22'14"E	70°33'03"
C8	333.00	58.54	58.46	N45°10'07"W	10°04'21"
C9	333.00	231.29	226.67	N70°08'08"W	39°47'43"
C10	300.00	261.11	252.94	N65°03'58"W	49°52'04"
C11	267.00	232.32	225.06	N65°04'23"W	49°51'13"
C12	50.00	1.53	1.53	N00°52'44"W	1°45'27"
C13	50.00	64.48	60.10	N38°42"W	7°35'30"
C14	50.00	140.05	98.55	N04°36'03"E	160°29'14"
C15	50.00	115.73	91.57	N18°32'14"E	132°36'52"
C16	50.00	44.68	43.21	N73°22'19"W	51°12'14"
C17	50.00	121.56	93.76	N29°19'28"W	139°17'56"
C18	50.00	93.38	80.39	N13°10'47"W	107°00'34"
C19	50.00	92.44	79.82	N1°43'18"W	105°55'33"
C20	167.00	80.38	79.61	N63°39'25"E	27°34'42"
C21	200.00	96.27	95.34	N63°39'25"E	27°34'42"
C22	233.00	105.66	104.76	N62°51'33"E	25°28'58"
C23	233.00	6.49	6.49	N76°39'54"E	1°35'44"
C24	30.00	22.08	21.58	S81°28'12"E	42°10'06"
C25	55.00	75.05	69.36	N80°31'20"E	78°11'03"
C26	55.00	178.69	109.84	N57°38'48"W	126°09'09"
C27	30.00	22.08	21.58	S58°21'43"W	42°10'06"
C28	50.00	83.18	73.91	N27°11'36"W	95°18'54"
C29	133.00	293.00	237.24	N1°44'21"W	128°13'25"
C30	190.00	206.64	196.61	N20°12'50"E	62°18'54"
C31	190.00	58.32	58.09	N19°44'11"W	17°35'18"
C32	190.00	11.61	11.61	N30°16'53"W	3°30'09"
C33	137.00	192.40	176.98	N08°12'03"E	80°28'01"
C34	75.00	152.55	127.58	N09°50'09"W	116°32'22"

LINE TABLE

#	BEARING	DISTANCE
L1	N25°18'56"E	68.98
L2	N64°43'04"W	33.00
L3	N64°43'04"W	33.00
L4	N62°52'04"E	13.17
L5	NORTH	31.42
L6	N75°38'33"W	19.78
L7	N47°48'12"W	18.78
L8	S81°01'54"W	58.79
L9	N40°19'30"E	55.90
L10	N40°19'30"E	117.12
L11	N39°14'29"E	41.94
L12	N39°14'29"E	105.30
L13	N20°27'51"E	39.36
L14	N20°27'51"E	11.87
L15	S77°26'46"W	61.57
L16	N74°51'03"W	150.01
L17	N51°22'22"E	99.65
L18	N79°03'28"E	25.00
L19	S61°28'11"W	25.00
L20	N48°26'03"E	205.29

INTERVALS
RADIUS
TO HAVE A
THAT IS
LOCATED ON



REVISIONS	DATE	DESCRIPTION
4-22-21	LOT REVISIONS	
6-17-21	ROAD REVISION	
4-28-23	SEPARATE PHASES	

Gateway Estates Subdivision
ALL OF SECTION 11, T.6N., R.2E., S.1B. & M., U.S. SURVEY
WEBER COUNTY, UTAH

Preliminary Design

Project Info.

Engineer: N. Reeve

Designer: C. Cave

Begin Date: 4-18-23

Name: GATEWAY ESTATES

SUBDIVISION

Number: 4825-26

Sheet 4

2 Sheets

REEVE & ASSOCIATES, INC. DISCLAIM ANY LIABILITY FOR ANY CHANGES OR MODIFICATIONS MADE TO THESE PLANS OR THE DESIGN THEREON WITHOUT THEIR CONSENT.

MATCH LINE
SEE SHEET 2



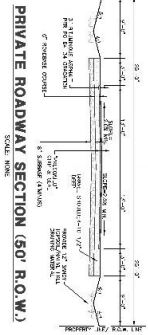
MATCH LINE
SEE SHEET 2

LEGEND

- BOUNDARY (ONLY/PAID, JNL)
- LOT LINE
- ADJACENT PROPERTY
- SECTION 19 LINE
- SECTION 20 LINE
- SECTION 21 LINE
- SECTION 23 LINE
- SECTION 24 LINE
- SECTION 25 LINE
- SECTION 26 LINE
- SECTION 27 LINE
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- SECTION 96 LINE
- SECTION 97 LINE
- SECTION 98 LINE
- SECTION 99 LINE
- SECTION 100 LINE

NOTES

1. COMPASS, TRUE, BEARS N. 5.00° E. 100' DISTANCE.
2. LOT 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.
3. LOT 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.
4. SPRAWLED SECTION BEHIND THE 10' DISTANCE.



LINE TABLE

LINE NO.	LINE TYPE	LINE DESCRIPTION
1	SECTION 19	SECTION 19 LINE
2	SECTION 20	SECTION 20 LINE
3	SECTION 21	SECTION 21 LINE
4	SECTION 23	SECTION 23 LINE

CURVE TABLE

CURVE NO.	CURVE TYPE	CURVE DESCRIPTION
1	SECTION 19	SECTION 19 CURVE
2	SECTION 20	SECTION 20 CURVE
3	SECTION 21	SECTION 21 CURVE
4	SECTION 23	SECTION 23 CURVE

Gateway Estates Subdivision

Webster County, Utah

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF REEVE & ASSOCIATES, INC. 1110 S. 1000 W., SALT LAKE CITY, UTAH 84119. ANY REPRODUCTION OR USE OF THESE PLANS OR SPECIFICATIONS WITHOUT THE WRITTEN PERMISSION OF REEVE & ASSOCIATES, INC. IS STRICTLY PROHIBITED. ANY REPRODUCTION OR USE OF THESE PLANS OR SPECIFICATIONS WITHOUT THE WRITTEN PERMISSION OF REEVE & ASSOCIATES, INC. IS STRICTLY PROHIBITED.

3

4

PROJECT NAME

Gateway Estates Subdivision

ALL O' SECTION 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.

PRELIMINARY DESIGN

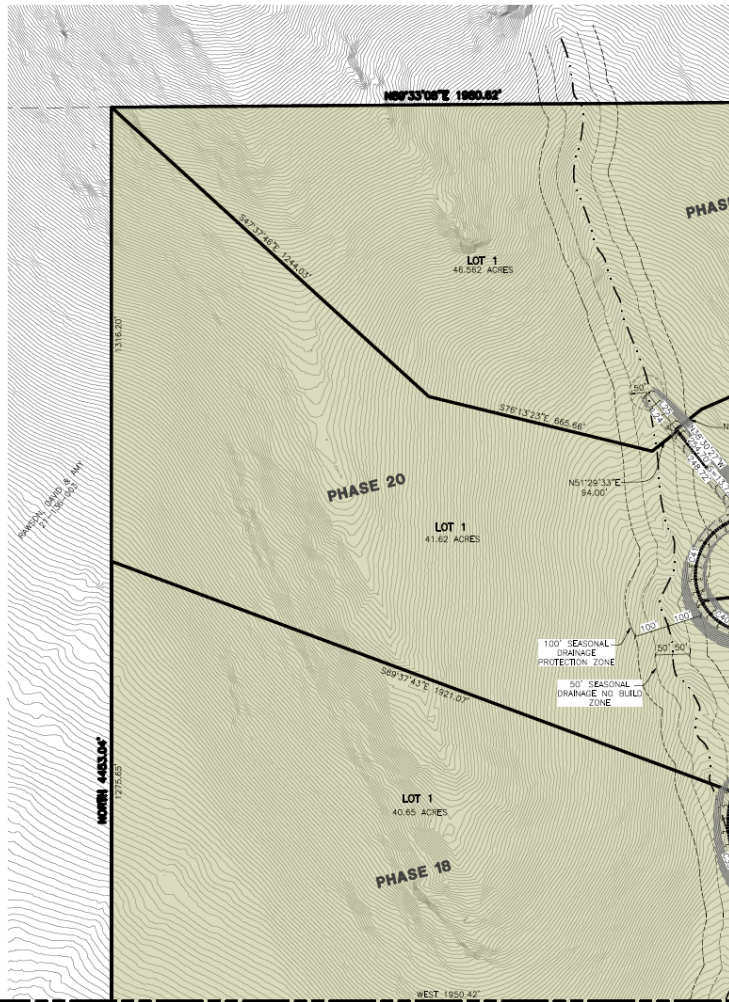
REVISIONS

DATE	DESCRIPTION
4-22-21	1ST REVISION
5-11-21	2ND REVISION
5-18-21	3RD REVISION

RA

Reeve & Associates, Inc.

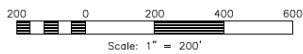
SUBMIT FOR RECORD, RECORD FOR SALE
(1) FOR RECORD, (2) FOR SALE, (3) FOR SALE
DATE PLANNED - DATE RECORDED - DATE SAVED
DATE PLANNED - DATE RECORDED - DATE SAVED



MATCH LINE
SEE SHEET 2

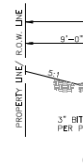
LEGEND

- = BOUNDARY LINE/PHASE LINE
- = LOT LINE
- = ADJOINING PROPERTY
- = SECTION TIE LINE
- = PUBLIC UTILITY EASEMENT
- = SEASONAL DRAINAGE STREAM
- = 50' SEASONAL DRAINAGE NO BUILD ZONE
- = 100' SEASONAL DRAINAGE NO BUILD ZONE



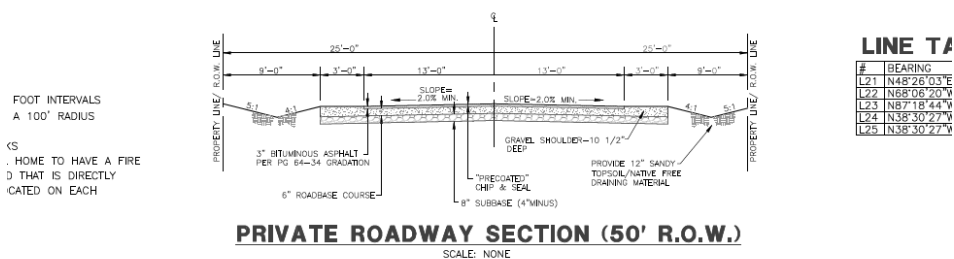
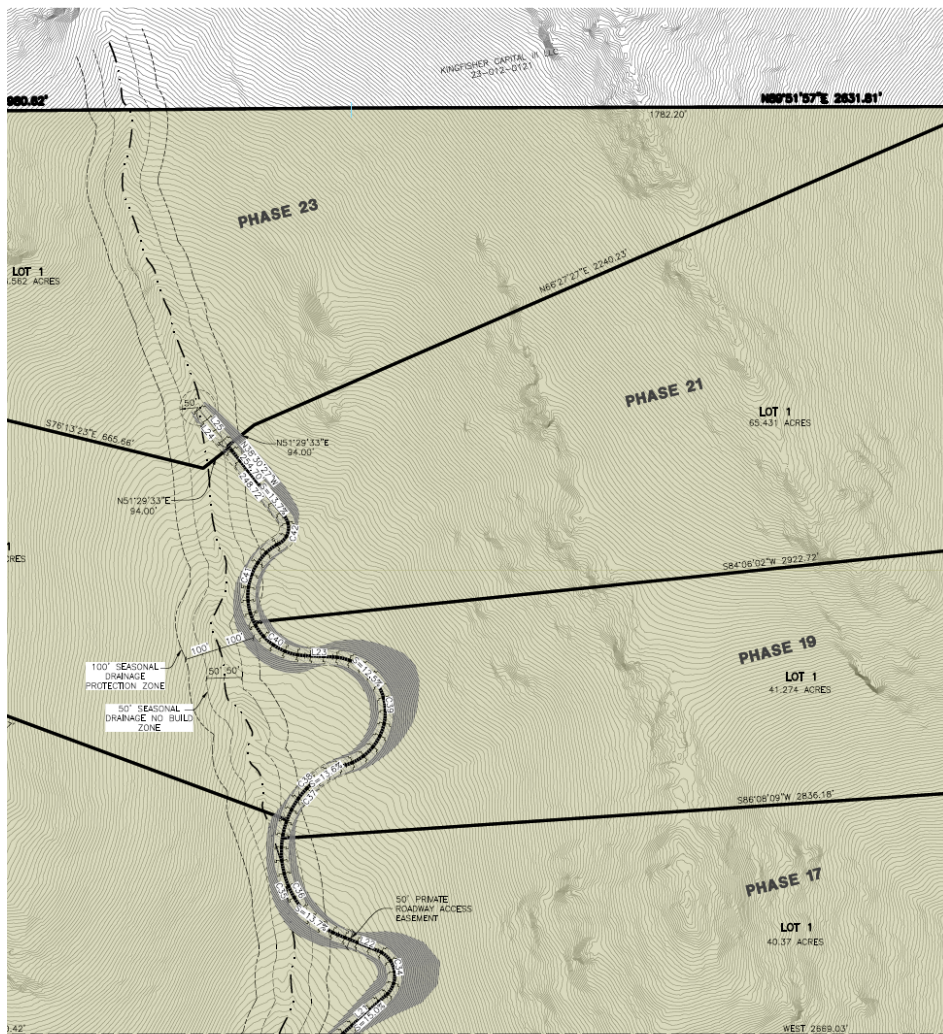
NOTES

1. CONTOURS ARE SHOWN IN 5 FOOT INTERVALS
2. LOTS WILL HAVE WELLS WITH A 100' RADIUS PROTECTION ZONE
3. LOTS WILL HAVE SEPTIC TANKS
4. EACH INDIVIDUAL RESIDENTIAL HOME TO HAVE A FIRE SPRINKLER SYSTEM INSTALLED THAT IS DIRECTLY SUPPLIED BY THEIR WELL LOCATED ON EACH INDIVIDUAL LOT.



PRIV

Gate



Gateway Estates Subdivision



MATCH LINE
SEE SHEET 2

LINE TABLE

#	BEARING	DISTANCE
L21	N48°26'03"E	170.60'
L22	N68°06'20"W	121.26'
L23	N87°18'44"W	77.90'
L24	N38°30'22"W	143.31'
L25	N38°30'27"W	137.33'

CURVE TABLE

CURVE	RADIUS	ARC	LTH	CHD	LTH	CHD	BEARING	DELTA
C35	253.00'	390.67'	353.00'				N23°52'08"W	88°28'23"
C36	253.00'	337.04'	312.66'				N29°56'30"W	76°19'40"
C37	253.00'	287.90'	272.62'				N40°49'21"E	65°12'
C38	253.00'	244.28'	226.00'				N46°53'44"E	53°03'23"
C39	155.00'	434.83'	305.63'				N06°56'39"W	160°44'09"
C40	168.00'	179.30'	170.91'				N56°44'13"W	61°09'01"
C41	168.00'	256.11'	232.09'				N17°30'42"E	97°00'48"
C42	50.01'	88.06'	77.12'				N11°58'25"E	100°52'58"

REEVE & ASSOCIATES, INC. DISCLAIM ANY LIABILITY FOR ANY CHANGES OR MODIFICATIONS MADE TO THESE PLANS OR THE DESIGN THEREON WITHOUT THEIR CONSENT.



Reeve & Associates, Inc.
LAND SURVEYORS • CAD DRAFTERS • LAND MANAGERS
1000 N. 1000 W., SUITE 100, OGDEN, UT 84403
TEL: (801) 866-2000 FAX: (801) 827-2962 WWW.REEVE-ASSOCIATES.COM

REVISIONS

DATE	DESCRIPTION
4-22-21	LOT REVISIONS
6-17-21	ROAD REVISIONS
4-28-23	SEPARATE PHASES

Gateway Estates Subdivision

ALL OF SECTION 11, T4N, R2E, S12B & M, U.S. SURVEY
WEBER COUNTY, UTAH

Preliminary Design

Project Info.

Engineer: N. Reeve

Designer: C. Cave

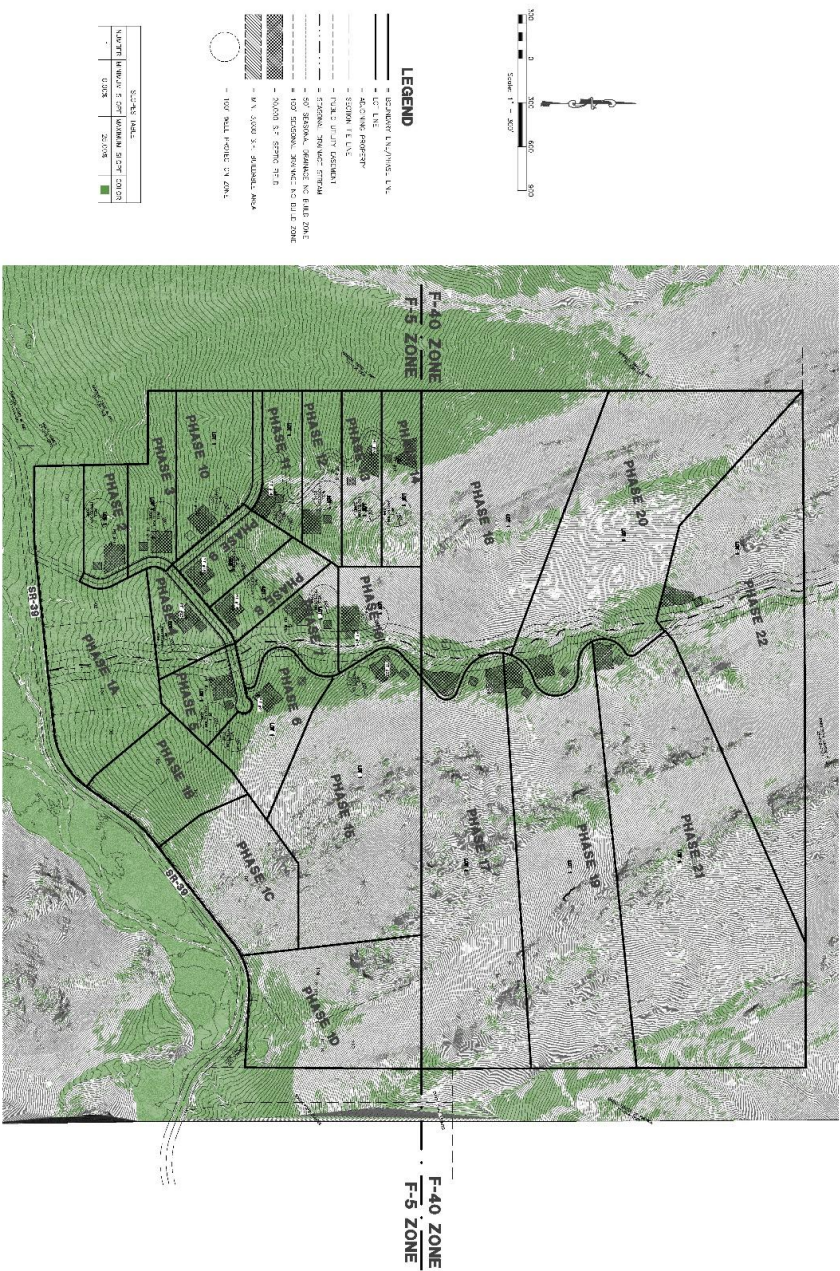
Begin Date: 4-18-23

Name: GATEWAY ESTATES SUBDIVISION

Number: 4825-26

Sheet 3

4 Sheets



Gateway Estates Subdivision

Weber County, Utah

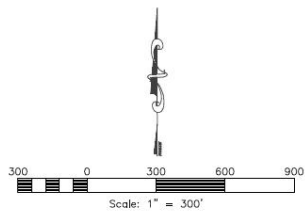
Developer:
Matt Lowe
6028 S. Ridgeline Dr., Ste. 200
Ogden, UT 84405
(801) 648-8229

Project Info:	
Engineer:	Y. Yee
Designer:	C. Cove
Revised Date:	4-18-20
Name: GATWAY ESTATES	
SUBDIVISION	
Map No.:	4020-20

Gateway Estates Subdivision

REVISIONS	
DATE	DESCRIPTION
4-22-21	LOI REVISIONS
6-17-21	ROAD REVISION
4-26-23	SUBMITTAL PHASES

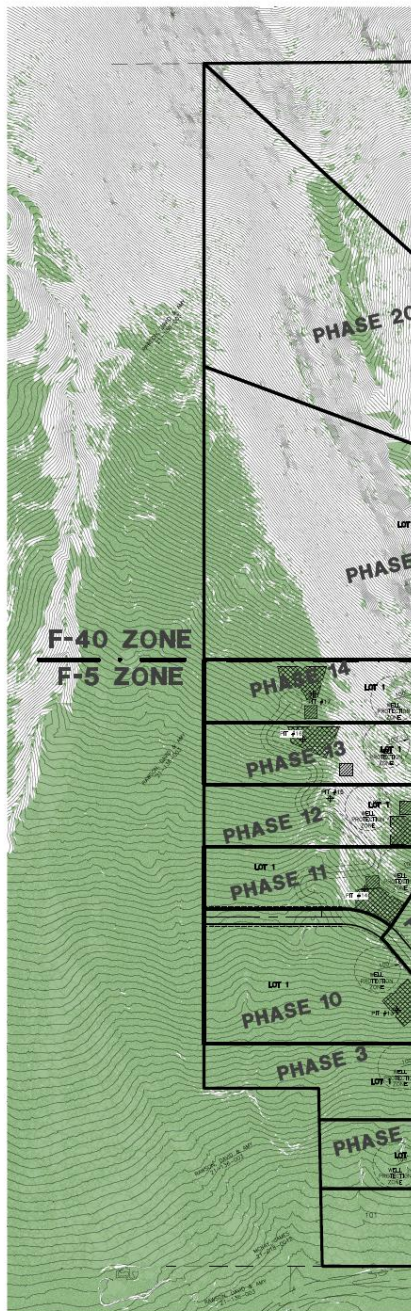


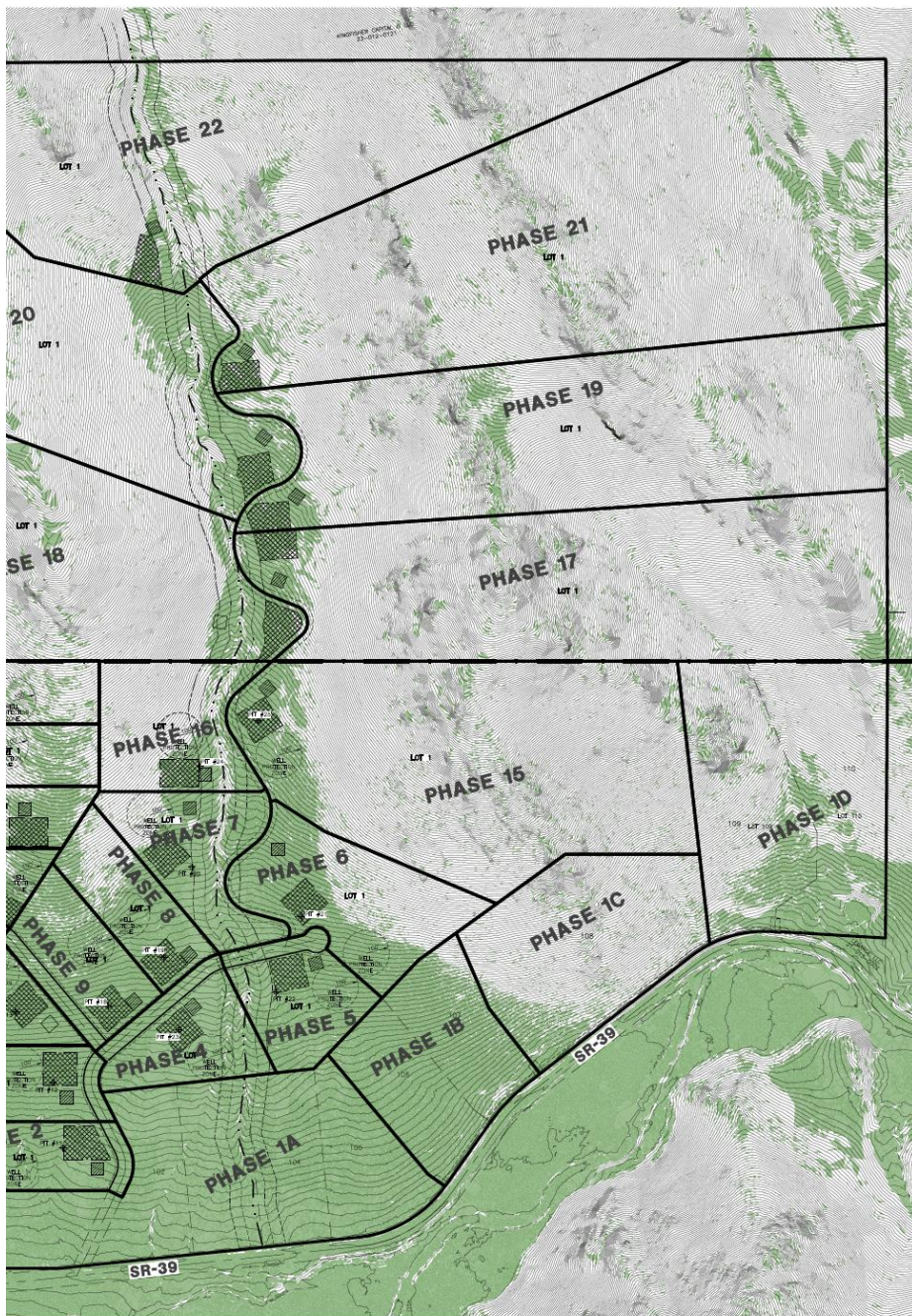


LEGEND

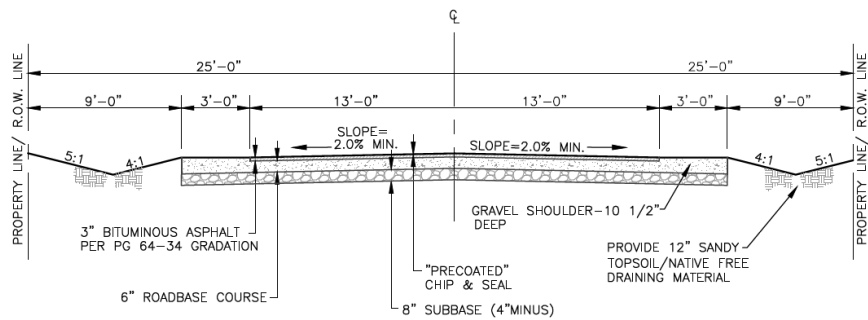
- = BOUNDARY LINE/PHASE LINE
- = LOT LINE
- = ADJOINING PROPERTY
- = SECTION TIE LINE
- = PUBLIC UTILITY EASEMENT
- = SEASONAL DRAINAGE STREAM
- = 50' SEASONAL DRAINAGE NO BUILD ZONE
- = 100' SEASONAL DRAINAGE NO BUILD ZONE
- = 20,000 S.F. SEPTIC FIELD
- = MIN. 3,000 S.F. BUILDABLE AREA
- = 100' WELL PROTECTION ZONE

SLOPES TABLE			
NUMBER	MINIMUM SLOPE	MAXIMUM SLOPE	COLOR
1	0.00%	25.00%	



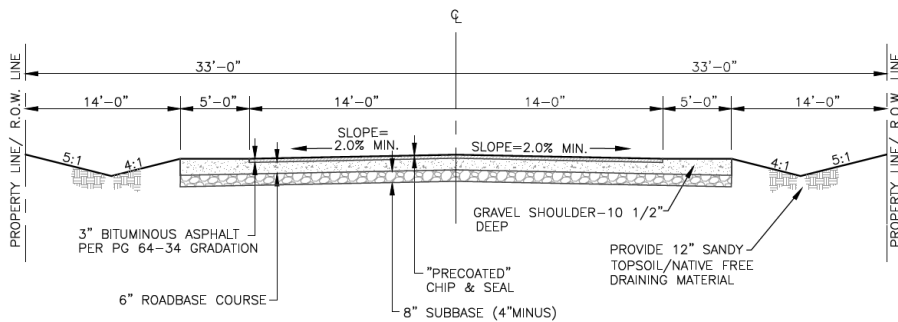


Gateway Estates Subdivision



PRIVATE ROADWAY SECTION (50' R.O.W.)

SCALE: NONE



STREET SECTION (66' R.O.W.)

SCALE: NONE



Weber County

Weber County Planning Division
www.co.weber.ut.us/planning_commission
2380 Washington Blvd., Suite 240
Ogden, Utah 84401-1473
Voice: (801) 399-8791
Fax: (801) 399-8862

Ogden Valley Planning Commission
NOTICE OF DECISION

October 24, 2023

OVB Investments, LLC
c/o Matt Lowe
748 E Hwy 39
Huntsville, UT, 84317

You are hereby notified that preliminary approval of **Gateway Estates Subdivision Phases 2-22** was granted on October 24, 2023, by the Ogden Valley Planning Commission subject to the following conditions:

1. An approved plan with Weber Fire District must be submitted prior to going before the Planning Commission for a recommendation of final approval.
2. An onsite wastewater disposal covenant shall be recorded with the final plat
3. A private well covenant shall be recorded with the final plat.
4. All required improvements shall be either installed, escrowed for, or a combination of both, prior to County Commission approval.

If you have any questions, feel free to call me at 801-399-8794.

Sincerely,

Tammy Aydelotte, Planner II
Weber County Planning Commission

26-I-7 Subdivision Time Limitations.

(A) Time Limitation for Preliminary Approval.Subdivisions receiving preliminary plan approval shall have **eighteen (18) months from the date of the approval** to receive a recommendation for final approval of the subdivision or the first phase thereof, from the Planning Commission. An extension of preliminary approval for an additional time period of up to eighteen (18) months may be granted by the Planning Director upon repayment of the subdivision application fees and the plan being brought into compliance with County, State and Federal ordinances current at the time of the extension. The extension request shall be submitted and approved prior to the expiration of the original approval period.