



ENHANCING OUR VIBRANT COMMUNITY AND IMPROVING OUR QUALITY OF LIFE

MOAB PLANNING COMMISSION

August 27, 2026

REGULAR MEETING - 6:00 PM

City Council Chambers
217 East Center Street
Moab, Utah 84532

1. 6:00 P.M. Call To Order

2. Citizens To Be Heard

To have your comments considered for the Citizens to Be Heard portion of the electronic meeting, please fill out the form found here:

[HTTPS://DOCS.GOOGLE.COM/FORMS/D/E/1FAIPQLSECP3KYU0F_F8J6J5ROFAEUPTNKW938GR8D VWEOJJH-AQFNGA/VIEWFORM?VC=0&C=0&W=1](https://docs.google.com/forms/d/e/1FAIPQLSECP3KYU0F_F8J6J5ROFAEUPTNKW938GR8D VWEOJJH-AQFNGA/VIEWFORM?VC=0&C=0&W=1)

You must submit your comments by 5:00 pm on the day of the meeting. Please limit your comments to 400 words

3. Approval Of Minutes

Documents:

[MIN-PC-2026-08-13 DRAFT.PDF](#)

4. Action Item

4.1. Consideration And Possible Approval Of Planning Resolution 14-2026, A Planning Resolution Approving The Fuller Landscaping Special Exception Request, For Property 1009 S Valley View Ct., Moab, Utah 84532

Documents:

[1009 S VALLEY VIEW CT LANDSCAPING SPECIAL EXCEPTION REQUEST_PC AGENDA SUMMARY 082726.PDF](#)

[EXHIBIT 1_PLANNING RESOLUTION 14-2026_FALON LANDSCAPING PLAN SPECIAL EXCEPTION REQUEST 082726.PDF](#)

[EXHIBIT 2_PLANNING RESOLUTION 14-2026_FALON GENERAL PLAN SPECIAL EXCEPTION REQUEST 082726.PDF](#)

[EXHIBIT 3_PLANNING RESOLUTION 14-2026_FALON VICINITY MAP SPECIAL EXCEPTION REQUEST 082726.JPG](#)

[EXHIBIT 4_PLANNING RESOLUTION 14-2026_FALON EXCEPTION LETTER FOR SPECIAL EXCEPTION REQUEST 082726.PDF](#)

5. Public Hearing And Action Item

5.1. Consideration And Possible Recommendation Of Approval Of A Phase 2 Development Agreement For 57 West Kane Creek Boulevard Parcel 01-0001-0200 Between Amasa Arroyo Apartments LLC And The City Of Moab, Utah.

Documents:

AMASA APARTMENTS PHASE 2 DEVELOPMENT AGREEMENT AGENDA SUMMARY.PDF
EXHIBIT 1_PUBLIC HEARING 2 NOTICE FOR AMASA DA PHASE 2.PDF
EXHIBIT 2_DEVELOPMENT AGREEMENT - AMASA PHASE 2 CLEAN-COMBINED.PDF

6. Future Agenda Items

7. Adjournment

Special Accommodations:

In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify the Recorder's Office at 217 East Center Street, Moab, Utah 84532; or phone (435) 259-5121 at least three (3) working days prior to the meeting.

Check our website for updates at: www.moabcity.org

MOAB CITY PLANNING COMMISSION MINUTES—DRAFT
REGULAR MEETING
August 13, 2026

Call to Order and Attendance: Moab City Planning Commission held its regular meeting on the above date in City Council chambers. Audio is archived at www.utah.gov/pmn and video is archived at www.youtube.com/watch?v=l178x8-oh3k. Commission Chair Kya Marienfeld called the meeting to order at 6:05 p.m. Commission Members Jill Tatton, Matt Hebberd, Shalee Holland and Robin Vinson attended. Also in attendance were Community Development Director Cory Shurtleff, Associate Planner Johanna Blanco, Junior Planner Kate Poynter, City Council Liaison Miles Loftin and Planning Technician Kelsi Garcia.

Approval of Minutes: Commission Member Tatton moved to approve the draft minutes of the July 9, 2026, regular Planning Commission meeting. Commission Member Holland seconded the motion. The motion passed unanimously.

Public Hearing:

Commission Chair Marienfeld opened a public hearing at 6:06 p.m. for proposed City **Ordinance 2026-16**, an ordinance of the Moab City Council amending Section 2.52.030 (Planning Commission), Chapter 16.08 (Subdivision Procedure), and Section 17.12.050 (Damaged Building Restoration) of the Moab Municipal Code to extend the recording deadlines for approved final plats and the related one-time extension for such plats, to eliminate the public hearing requirement for preliminary plats, to adjust planning commission attendance requirements, and to amend regulations on rebuilding or renovating nonconforming structures and uses after a fire or calamity. Associate Planner Blanco introduced the substance of the proposed ordinance. Discussion ensued regarding unexcused absences for Planning Commission members and subdivision public hearing requirements. Community Development Director Shurtleff explained the history of the subdivision public hearing requirement and the state-mandated administrative process. Commission Member Vinson asked whether there would be any public impact on the elimination of the public hearing. Shurtleff reinforced Blanco's characterization that subdivisions which meet City requirements are not subject to legislative action and are subject to an appeal process. Vinson asked about the changes in time extensions. There were no public comments and Commission Chair Marienfeld closed the public hearing at 6:28 p.m.

Subdivisions and Damaged Building Restoration Code Revisions—Positive Recommendation

Motion and Vote: Commission Member Holland proposed a positive recommendation to City Council for **Ordinance 2026-16**, an ordinance of the Moab City Council amending, Section 2.52.030 (Planning Commission), Chapter 16.08 (Subdivision Procedure), and Section 17.12.050 (Damaged Building Restoration) of the Moab Municipal Code to extend the recording deadlines for approved final plats and the related one-time extension for such plats, to eliminate the public hearing requirement for preliminary plats, to adjust planning commission attendance requirements, and to amend regulations on rebuilding or renovating nonconforming structures and uses after a fire or calamity. Commission Member Tatton seconded the motion. The motion passed unanimously.

Level II Site Plan for Property Located at 941 W 400 N, Moab UT—Conditionally Approved

Presentation and Discussion: Associate Planner Blanco introduced **Planning Resolution 13-2026**, a resolution conditionally approving a Level II Site Plan for the CHP Development for property located at 941 W 400 N, Moab UT. Blanco explained the subject parcel has an existing residence with a proposed 8,000-square-foot building for office space and storage of construction equipment. She explained the proposal includes a condition for approval for a sidewalk, curb and gutter fee-in-lieu for \$29,590. Patrick Davis of CHP Properties introduced himself. Marienfeld explained that a denial would require cause. Commission Member Holland asked about the sidewalk fee-in-lieu requirement. Blanco explained this project does not meet the criteria for an exception. Mr. Davis explained background regarding the history of the property and his employees' need for RV hookups, which did not meet code. He explained the shift to business use. He added the proposed fee-in-lieu was objectionable due to the prohibitive cost for a small business the unsuitable setting for sidewalk and curb. Discussion ensued regarding the fee-in-lieu criteria and purpose, and the process of a code amendment regarding fee-in-lieu requirements. Commission Chair Marienfeld suggested staff review fee-in-lieu

requirements.

Motion and Vote: Commission Member Holland moved to conditionally approve **Planning Resolution 13-2026**, a resolution conditionally approving a Level II Site Plan for the CHP Development for property located at 941 W 400 N, Moab Utah with a condition for approval for a curb and gutter fee-in-lieu at \$29,590 and directed staff to review curb and gutter requirements and fee-in-lieu exemptions reflecting the discussion. Commission Member Tatton seconded the motion. The motion passed unanimously.

Level II Site Plan for Henry Shaw Hotel—Conditionally Approved

Presentation and Discussion: Associate Planner Blanco explained the proposed project is the final vested project that is exempted from the short-term accommodation moratorium. She said the project would be subject to the workforce housing requirement or fee-in-lieu and would subsume the existing Silver Sage motel. The developer participated in the discussion via electronic means regarding **Planning Resolution 12-2026**, a resolution conditionally approving a Level II Site Plan for Henry Shaw Hotel for Property Located at 836 and 840 South Main Street, Moab UT, 84532. Blanco stated the approval conditions include a resubmittal of the retaining wall detail sheet, fee-in-lieu for workforce housing in the amount of \$2,629,446.03 or construction of approximately 18 affordable housing units, and a boundary line adjustment combining 02-0012-0011 and 01-0012-0017. Commission Member Vinson asked about the workforce housing requirement. Commission Member Heberd asked about the potential site for the workforce housing. The developer stated the proposed property is in the County near the Old Spanish Trail Arena, and Associate Planner Blanco explained a development agreement may be required to address the existing requirement to build the workforce housing within City limits.

Motion and Vote: Commission Member Vinson moved to approve **Planning Resolution 12-2026**, a resolution conditionally approving a Level II Site Plan for Henry Shaw Hotel for property located at 836 and 840 South Main Street, Moab UT, 84532 with the condition of approval that all comments shall be addressed to the satisfaction of the Moab City Planning Coordinator prior to building permit application. Conditions include a resubmittal of the retaining wall detail sheet, fee-in-lieu for workforce housing in the amount of \$2,629,446.03 or construction of affordable housing units, and a boundary line adjustment combining 02-0012-0011 and 01-0012-0017. Commission Member Tatton seconded the motion. Commission Member Holland amended the motion to correct two typographical errors. The motion passed unanimously.

Sign Code Amendments—Workshop

Associate Planner Blanco introduced signage code revision topics for sign height and size. Commission Chair Marienfeld reported that the Chamber of Commerce requested an open house to discuss the proposed code changes regarding signs. Community Development Director Shurtleff said the sign code is a minor part of the overall code but has a community-wide impact. Blanco presented the existing code of 28-foot height limitation with a maximum sign area not to exceed 260 square feet per any lot, and no individual sign face shall exceed 160 square feet; non-highway frontage would have a 20-foot height limitation with a cumulative sign area not to exceed 160 square feet. Discussion regarding lighting of signage ensued. Prohibited sign types were discussed, including feather signs, sandwich boards, and inflatable signs.

Future Agenda Items: Associate Planner Blanco reported on a development agreement, fee-in-lieu changes for sidewalks for large commercial projects, and other discussion items.

Adjournment: Commission Chair Marienfeld adjourned the meeting at 8:02 p.m.



TITLE: Consideration and Possible Approval of Planning Resolution 14-2026, A Planning Resolution Approving the Fuller Landscaping Special Exception Request, for property 1009 S Valley View Ct., Moab, Utah 84532

DISPOSITION: Discussion and possible action

PRESENTER/S: Johanna Blanco, Associate Planner

ATTACHMENT/S:

Exhibit 1: Landscaping Plan

Exhibit 2: General Plan

Exhibit 3: Vicinity Map

Exhibit 4: Letter for Special Exception

STAFF RECOMMENDATION: Approve the Planning Resolution as written.

OTHER OPTIONS:

- Continue or table action to a later meeting with specific direction to City Staff as to additional information needed to decide; or
- Deny the Planning Resolution, giving specific findings for decision.

RECOMMENDED MOTION:

I move that the City of Moab Planning Commission Approve Planning Resolution No. 14-2026, A Planning Resolution Approving the Fuller Landscaping Special Exception Request, for property 1009 S Valley View Ct., Moab, Utah 84532.

SUMMARY:

Location:	1009 S Valley View Ct., Moab, Utah 84532
Property Owner:	Karen Fuller
Parcel:	# 01-0VWV-0031
Current Zone:	R-2 Single-Household and Two-Household Residential Zone
Proposed Use:	Single-family residential, proposed addition of a deck onto the property.

Rafael Ibarra (“Applicant”) submitted an application on behalf of the property owner, Karen Fuller, for approval for a special exception to the Moab Municipal Code (MMC) 17.10 Landscape Standards on August 19, 2026, for property located at 1009 S Valley View Ct., within the R-2 Single-Household and Two-Household Residential Zone. The special exception application was deemed complete and submitted for Planning Commission review on August 19, 2026.



MOAB CITY COUNCIL AGENDA

August 19, 2026

Process: Special Exception Request to Landscaping Standards

Request: The following Special Exception to the *Moab City Required Landscaping*:

1. A Special Exception to allow paved area exceeding 30% of the front yard; required by MMC 17.10.020(A)(1)(a)
2. MMC 17.10.070(D) allows for exceptions, “when practical difficulties or unnecessary hardships exist.” The exception must be granted by the City after evaluation by the Planning Commission.

Analysis:

The applicant submitted materials with an application for the addition of a patio/porch to the property. The existing frontage of the property is approximately 21’ which accounts for the full front yard that primarily consists of a pre-existing concrete driveway. The property also contains a 10’ utility easement a few feet into the property line within the front yard.

RELEVANT LAWS, STUDIES & PLANS:

The applicant is seeking an exception under 17.10.020(A)(1)(a) Required Landscaping:

Permitted residential uses, including single-household dwellings, two-household dwellings, and multi-household dwellings between three and six units, shall require at least seventy percent of the area contained within a required front or side yard adjacent to a street in any residential or residential-agricultural zone shall be landscaped.

An exception is permitted under MMC 17.10.070(D) Exceptions:

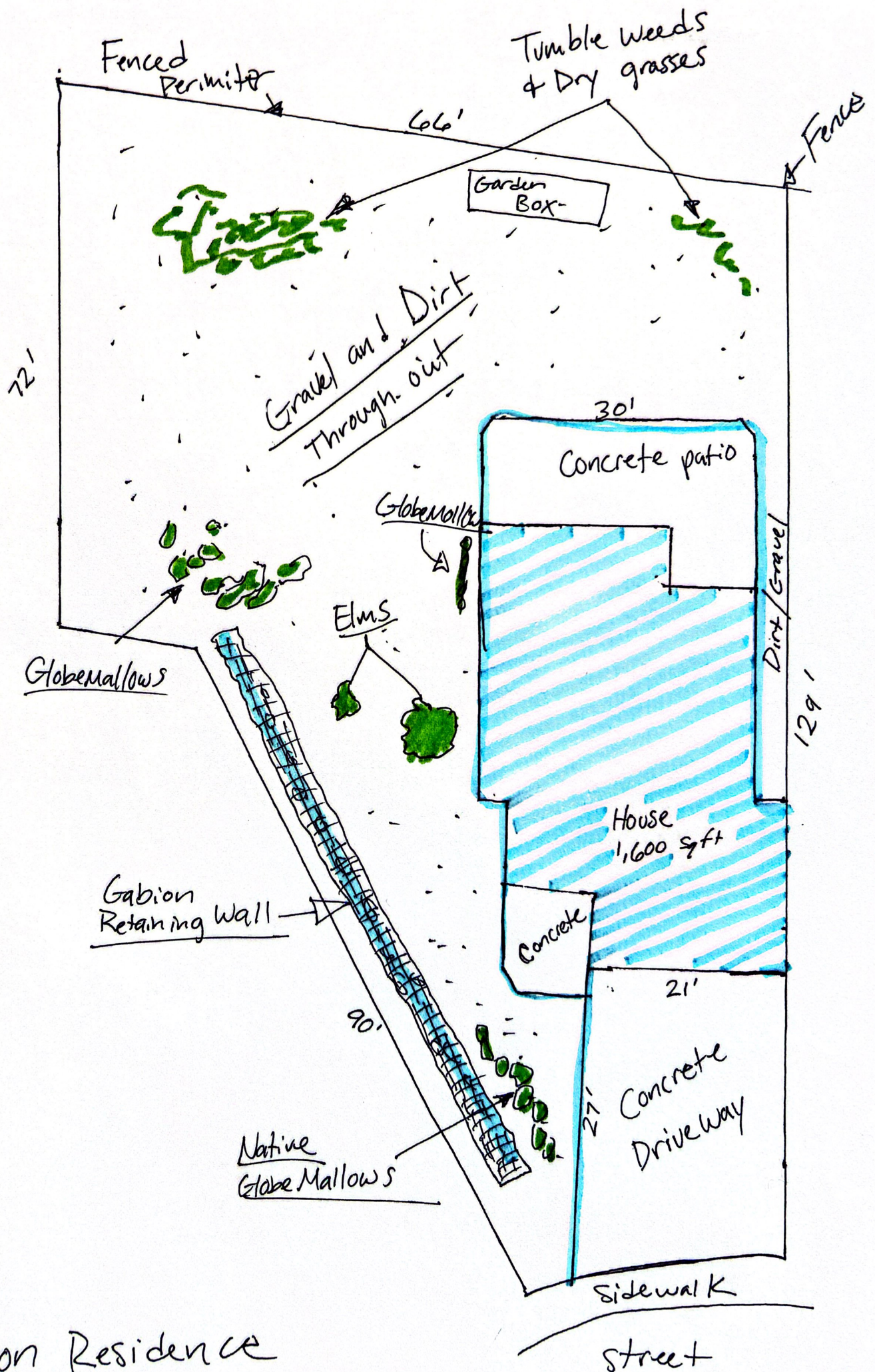
“The City may grant exceptions to the landscaping standards when practical difficulties or unnecessary hardships exist that cause inconsistencies with the purpose and intent of the standards.”

RESPONSIBLE DEPARTMENT:

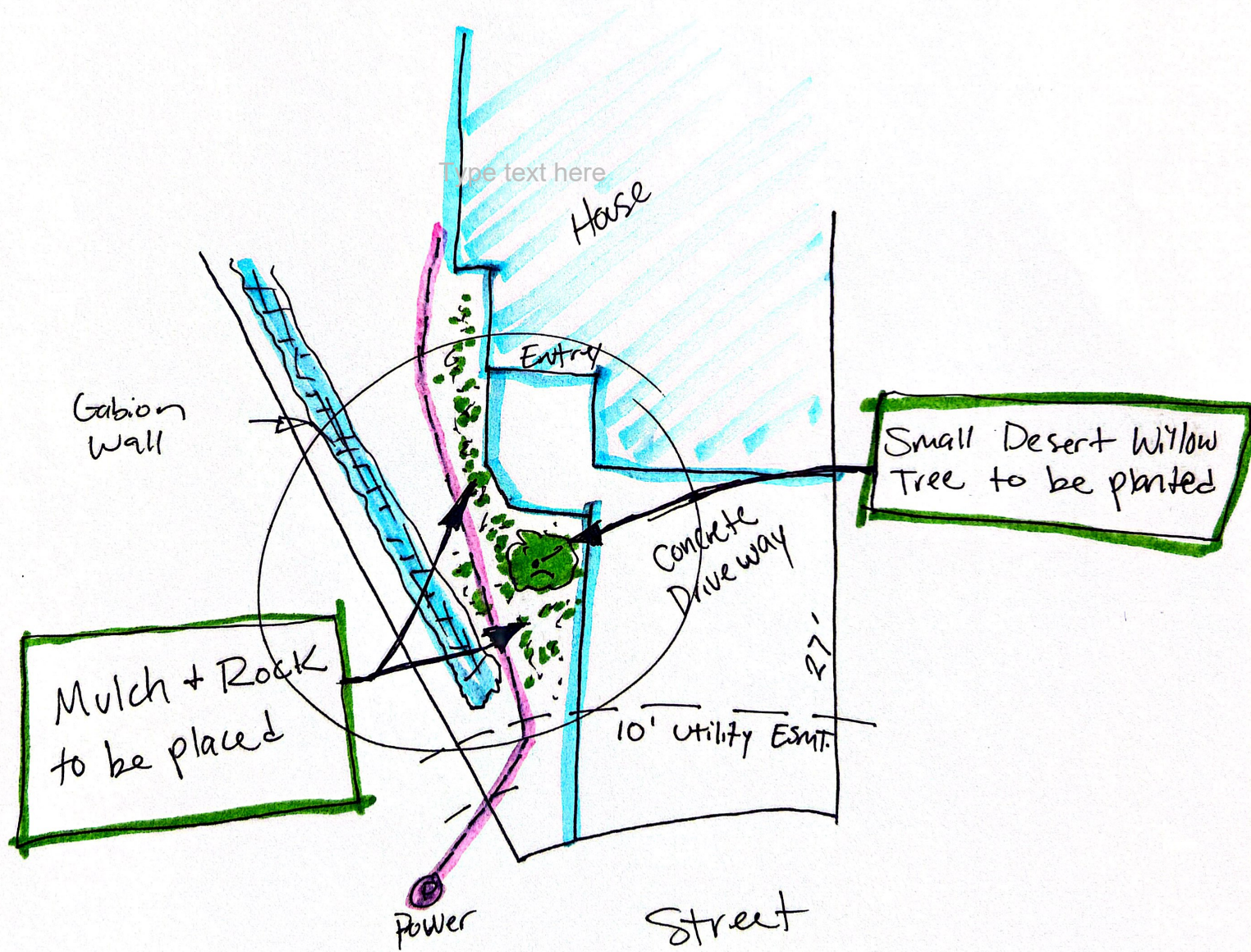
Planning Department

FINANCIAL IMPACT:

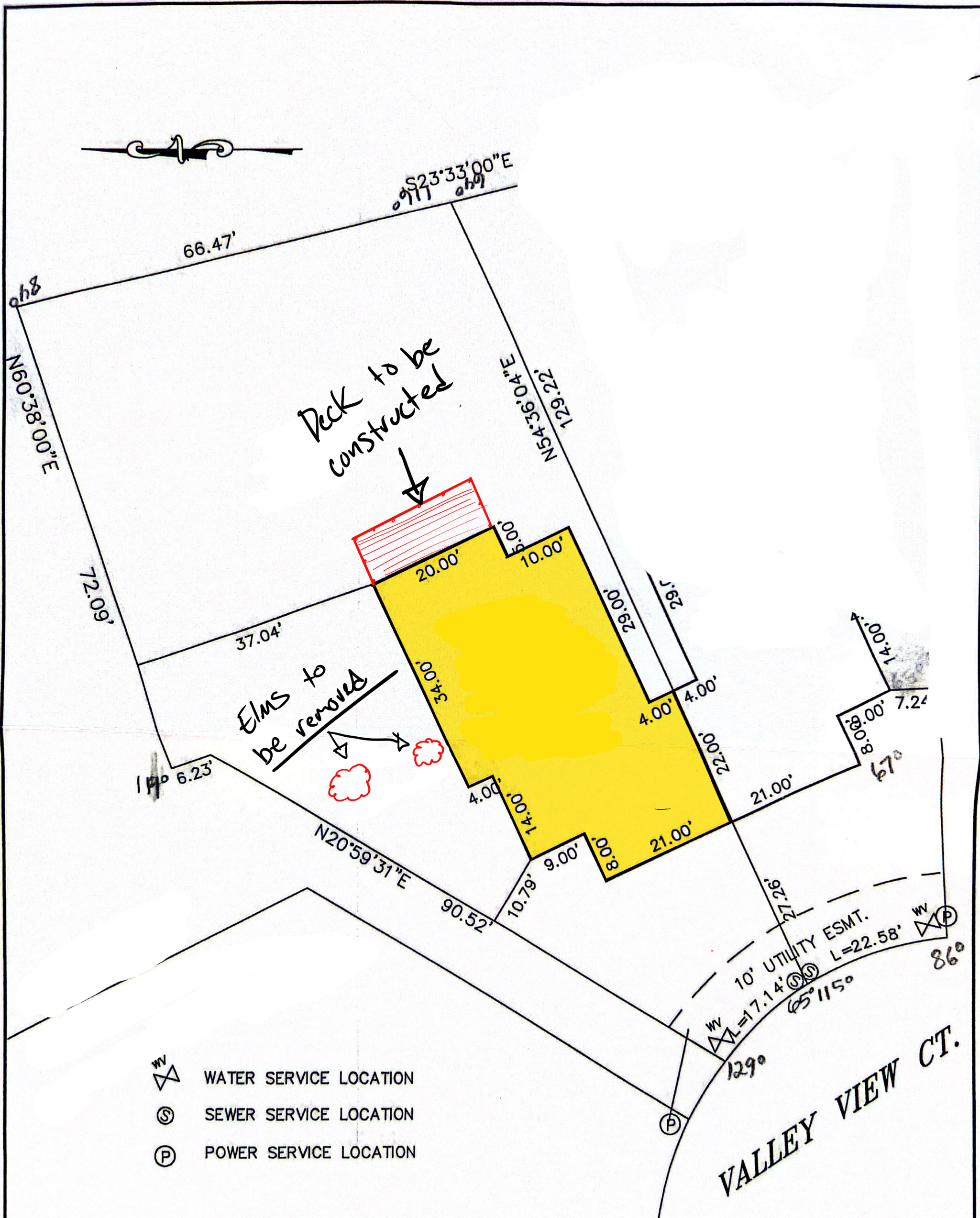
N/A



Falon Residence
1009. S. Valley View Dr.

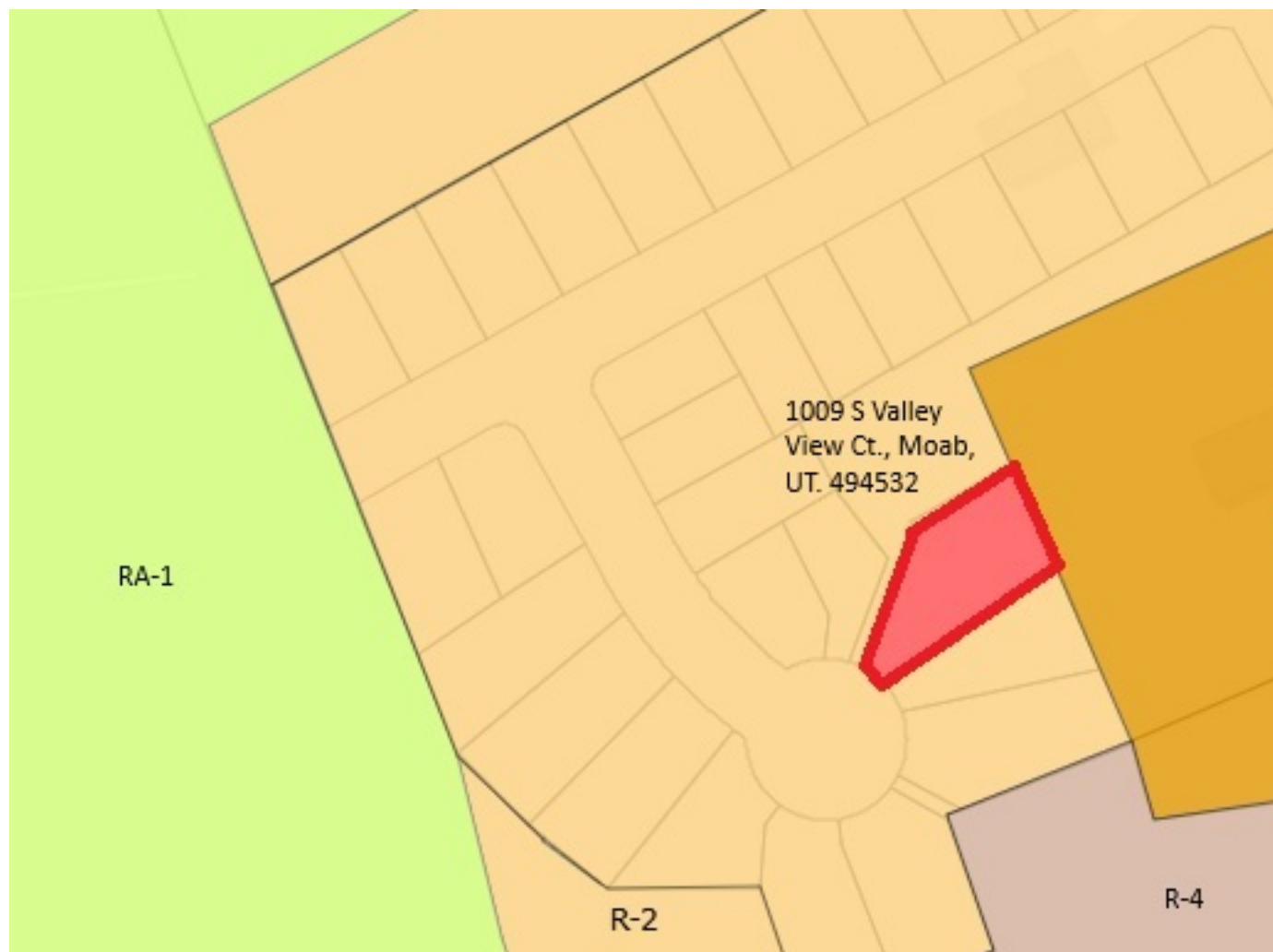


Falon Landscape plan



SCALE: 1"=20'
OCT. 23, 2017

LOT 20A & 20B SITE PLAN
VALLEY VIEW SUBDIVISION SITE PLAN
PREPARED FOR HOUSING AUTHORITY OF SE UTAH



Rafael Ibarra
Desert Pro Construction, LLC
2100 Golden Eagle Way, Moab, Ut. 84532
435-260-7122
desertproconstruction@gmail.com

August 19, 2026

To Whom It May Concern:

With permission from the homeowner I am writing to request a special exception for the Landscaping Requirement code (M.M.C.17.10.020.A) at the address 1009 S. Valley View Ct. The small size and shape of the property limit the required 70% landscaping area. There is no workable space in the first 15 ft. of the property line that can be landscaped due to already existing concrete and pavement. For this reason we ask to be exempt from this requirement.

Sincerely,

Rafael Ibarra
Contractor
Desert Pro Construction, LLC



MOAB CITY PLANNING COMMISSION AGENDA

August 27, 2026

TITLE: Consideration and Possible Recommendation of Approval of a Phase 2 Development Agreement for 57 West Kane Creek Boulevard Parcel 01-0001-0200 between Amasa Arroyo Apartments LLC and the City of Moab, Utah.

DISPOSITION: Public hearing and discussion and possible action

PRESENTER/S: Johanna Blanco, Associate Planner

ATTACHMENT/S:

Exhibit 1- Public Hearing Notice

Exhibit 2- Phase 1 Development Agreement Clean Draft

STAFF RECOMMENDATION:

OPTIONS: Forward a positive recommendation of approval of the Phase 1 Development Agreement for 57 West Kane Creek Boulevard Parcel 01-0001-0200 between Amasa Arroyo Apartments LLC and the City of Moab, Utah, with or without modifications to the Moab City Council.

Continue or table action to a later meeting with specific direction to City Staff as to additional information needed to make a decision or

Forward a negative recommendation to City Council, giving specific findings for decision.

POSITIVE MOTION: I Motion to forward a positive recommendation of the approval of the Phase 2 Development Agreement for 57 West Kane Creek Boulevard Parcel 01-0001-0200 between Amasa Arroyo Apartments LLC and the City of Moab, Utah given that final language agreed upon by both parties will be presented to City Council for approval.

SUMMARY:

The Moab City Council approved the Development Agreement for the whole Amasa Apartments project on January 27th, 2026. As part of that agreement, each phase may negotiate a subsequent agreement and be removed from the originally approved DA.

This document removes the Phase 2 parcels from the original DA, changes the party name from Amasa Holdings LLC to Amasa Arroyo Apartments LLC, and a reduction of the front setback from 10 feet to 5 feet.

RELEVANT LAWS, STUDIES & PLANS:



MOAB CITY PLANNING COMMISSION AGENDA
10-20-508 Utah State Code

August 27, 2026

RESPONSIBLE DEPARTMENT:

Community Development, Administration

FINANCIAL IMPACT:

38 deed-restricted units under 55% AMI will be made available to residents of the City of Moab.

CITY OF MOAB PUBLIC HEARING
PROPOSED PHASE 2 DEVELOPMENT AGREEMENT FOR 57 WEST
KANE CREEK BOULEVARD

The City of Moab Planning Commission will hold a Public Hearing on August 27th, 2026, at approximately 6:00 p.m. in the Council Chambers of the Moab City Offices at 217 East Center Street, Moab, Utah.

The purpose of this hearing is to solicit public input on the Draft Proposed Development Agreement for Phase 2 of the project at 57 W Kane Creek Boulevard, Parcel 01-0001-0200, between Amasa Holding LLC and the City of Moab.

The public is invited to review and inspect all information available concerning such proposal(s) at the Moab City Offices during regular office hours, 8:00 a.m. to 5:00 p.m. Monday through Thursday, 8:00 a.m. to 12:00 p.m. Friday. The public or any interested parties may present written or oral testimony to the Moab City Planning Commission concerning the proposed action at the aforementioned time and place.

In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify the Recorder's Office at 217 East Center Street, Moab, Utah 84532; or phone (435) 259-5121 at least three (3) working days prior to the meeting.

Certificate of Posting

Posted in the Moab City Offices at 217 E. Center St., Moab, Utah, on August 18th, 2026.

Posted on the Moab City's website - www.moabcity.org on August 18th, 2026.

Published on State of Utah's Public Meeting Notice Website - www.utah.gov/pmn on August 18th, 2026.

/s/ Johanna Blanco

Associate Planner

RECORD AGAINST THE FOLLOWING PARCEL OF LAND:
[TO BE INSERTED]

WHEN RECORDED RETURN TO:

Cory Shurtleff
Planning & Zoning Administrator
City of Moab
217 E. Center Street
Moab, UT 84532

**DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF MOAB AND AMASA ARROYO APARTMENTS LLC
(PHASE 2)**

THIS DEVELOPMENT AGREEMENT (the “**Agreement**”) is entered by and between AMASA ARROYO APARTMENTS LLC, a Utah limited liability company (“**Developer**”) and the CITY OF MOAB, a municipality and political subdivision of the State of Utah (the “**City**”). Developer and the City are hereinafter sometimes referred to individually as a “**Party**” or collectively as the “**Parties**.”

RECITALS

A. Developer owns approximately 1.965 acres of real property within the City’s R-3 zone located at 57 Kane Creek Boulevard, as more particularly described in **Exhibit 1** (the “**Property**”).

B. AMASA HOLDINGS LLC, a Utah limited liability company (“**Sponsor**”) applied to the City on behalf of Developer to construct a low-income multi-housing project on the Property consisting of: (a) the construction of eight (8) new construction units containing eight (8) one (1) bedroom units; (b) the rehabilitation of 30 units containing thirty (30) two (2) bedroom units; and (c) construction of parking, landscaped areas, and other common area facilities with unit mix affordability indicated on **Exhibit 2** hereto (the “**Project**”).

C. As part of the approval of Sponsor’s application, the City required Sponsor to execute and record that certain Development Agreement Between the City and Sponsor, recorded as Entry No. 557694 Bk. 984 Pg. 304-334 in the Grand County Recorder’s Office on February 13th, 2026 (the “**Omnibus Development Agreement**”) related to the Project described herein (and described as “Phase 2” in the Omnibus Development Agreement), but also related to two separate phases of development, described as “Phase 1” and “Phase 3” respectively. For the avoidance of doubt, the definition of Phase 1, Phase 2, and Phase 3 in the Omnibus Development Agreement is incorporated herein by reference. Phase 1, Phase 2, and Phase 3 are collectively the “**Omnibus Project**.”

D. Pursuant to the terms of the Omnibus Development Agreement, upon the transfer

of the Property to Developer, the Project and the Property shall be released from the Omnibus Development Agreement and shall be replaced by this Agreement to be recorded against the Property. Upon recording of this Agreement against the Property, the Parties agree that the Omnibus Development Agreement shall be terminated and shall have no further force and effect to the extent the Omnibus Development Agreement applies to the Project and the Property.

E. Sponsor submitted a preliminary site plan related to the Omnibus Project that complies with Section 17.67.040 of the Moab Municipal Code (“**MMC**”) and a preliminary plat related to the Omnibus Project that complies with MMC Chapter 16.16, each as depicted on **Exhibit 3** (the “**Preliminary Site Plan**” and the “**Preliminary Plat**”, respectively) to the Moab City Planning Commission (the “**Planning Commission**”). The Preliminary Site Plan was reviewed by the Planning Coordinator and referred to the Planning Commission, which considered and approved the Preliminary Site Plan in accordance with MMC 16.08.030 at its meeting on January 29, 2026. The Preliminary Plat was reviewed by the Planning Coordinator and referred to the Planning Commission, which considered and approved the Preliminary Plat in accordance with MMC 16.08.030 at its meeting on February 12, 2026.

F. In connection with the development of Phase 1 of the Omnibus Project by Amasa Apartments LLC, a Utah limited liability company (“**Phase 1 Developer**”), Phase 1 Developer and the City executed that certain Development Agreement Between the City of Moab and Amasa Apartments LLC, dated [] and subsequently recorded against the Phase 1 Property as Entry No. [] in the Grand County Records, and pursuant to the requirements thereof, obtained the approval of the City with respect to a site plan and final plat for Phase 1, each of which was duly recorded against the Phase 1 Property upon the acquisition of the Phase 1 Property by the Phase 1 Developer and its commencement of the development of Phase 1.

G. Sponsor entered into that certain Declaration of Covenants, Conditions, and Restrictions for the Amasa Townhome Subdivision dated February 26th, 2026 and recorded as Entry No. 557777 Bk. 984 Pg. 795 in the Grand County Recorder’s Office on February 27th, 2026 related to the Omnibus Project (the “**Original CCR**”). Among other things, the Original CCR grants certain rights to and imposes certain obligations on the owners of Phase 1, Phase 2, and Phase 3, respectively to use the Common Area, Common Area Improvements, and to share in the Common Expenses, each as defined in the CCR and incorporated herein. The rights of the owners of Phase 1, Phase 2, and Phase 3, respectively, to enforce the Common Area and Common Area Improvements language in the CCR is incorporated herein by reference.

H. The Parties contemplate that subsequent to the execution and the recording of this document, the Original CCR will be amended and restated to reflect additional subdivisions required for the Phase 2 development (the “**CCR**”). Prior to such amendment and restatement of the Original CCR, any reference to the CCR in this Agreement shall refer to the Original CCR. After such amendment and restatement, any reference to the CCR in this Agreement shall refer to the CCR.

I. Developer has received awards of Low-Income Housing Tax Credits (“**LIHTC**”) for the Project, as set forth in (a) that certain 2026 Federal Low-Income Housing Tax Credit Reservation Agreement dated January 27, 2026, between Developer and Utah Housing Corporation (UHC) (the “**Federal LIHTC Reservation Agreement**”), and (b) that certain State

Low-Income Housing Credit Reservation Agreement, dated October 29, 2025, between Developer and UHC (the “**State LIHTC Reservation Agreement**”) (the Federal LIHTC Reservation Agreement and the State LIHTC Reservation Agreement are referred to collectively herein as, the “**Reservation Agreements**”). The Reservation Agreements require,¹ among other things: (a) Developer to construct 38 affordable rental units on the Property in exchange for certain tax incentives; and (b) Developer to execute and record a land use restrictive agreement (“**LURA**”) to ensure that the units are used for affordable housing for a period of 50 years from the commencement of the compliance period for the Project, as defined in 26 USC § 42(i)(1).

J. As part of the Project, Sponsor subdivided the Property into separate parcels with most parcels including rentable “townhouse” buildings, that may be collectively or individually owned, and developed in accordance with the most applicable provisions of the MMC.

K. The City’s R-3 Zone allows for multi-family residential developments but excludes commercial and industrial uses which the Project does not include.

L. The Project includes several unique characteristics that require exceptions to the MMC, including setback requirements, as described in Section 3 below and **Exhibit 9** hereto.

M. The Parties desire to enter into this Agreement to enact development standards that are specific to the unique and complex nature of the Project and to secure exceptions to the MMC, each as described in Section 3 below and **Exhibit 9** hereto, and which, by approval of the site plan and plat as set forth in Section 3.4 below, and execution of this Agreement, the City so provides and confirms relevant compliance therewith.

N. The City Council finds that the Project aligns with the City’s goals of increasing the supply of low-income family-oriented housing and preserving and extending the affordability of existing moderate-income housing, promoting sustainable development.

O. The Parties desire to execute this Agreement in accordance with the City’s authority under Utah Code § 10-20-508 to execute development agreements to implement development incentives for affordable or moderate-income housing.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Incorporation of Recitals and Exhibits.** The recitals and exhibits are hereby incorporated by reference as part of this Agreement.

2. **Effective Date.** This Agreement shall go into effect upon the date both Parties execute the Agreement (the “**Effective Date**”).

¹ The Reservation Agreements also include an obligation to construct an additional 32 units of affordable housing on separate real property in Grand County, which units are not the subject of this Development Agreement.

3. Specific Development Standards.

3.1. General. This Agreement is not intended to and does not affect or in any way bind the City to approve any site plan or any plat proposed by Developer that does not comply with applicable law, this Agreement, and the MMC.

3.2. Plan and Plat Approval Process. Developer shall obtain site plan and plat approval for the Project from the City in accordance with the City's site-specific land use requirements and development standards in: (i) MMC Chapter 17.48 regarding the R-3 Zone; (ii) the Project-specific procedures in this Section 3; and (iii) the following exception to the MMC:

3.2.1. Front yard setbacks for the Project shall be five (5) feet to accommodate the extrusion of the open staircase for the new eight (8) -plex building to be constructed for the Project.

3.3 Project Schedule. Developer shall construct the Project in approximate accordance with the schedule attached as **Exhibit 3**. The City shall approve any modifications to the schedule administratively without the need for further Council review or approval.

3.4. Development.

3.4.1. *Generally.* The Property will ultimately be subdivided in the manner depicted on the Preliminary Site Plan and Plat attached hereto as **Exhibit 2**. The Project is the second phase of the Omnibus Project. The subdivision of the Property in connection with the Project will take place via the execution and recording of the Phase 2 Final Plat (as defined below), which shall be prepared by Developer as set forth in Section 3.4.5 below, and the execution and recording of the amended and restated CCR, which shall be prepared by Developer as contemplated in recital H above, each of which shall be reviewed by the City as set forth herein. The Developer will also prepare and submit a Phase 2 Final Site Plan (as defined below) as set forth in Section 3.4.4 below, which shall also be reviewed by the City as provided herein.

3.4.2. *Order of Approvals and Recording.* Upon the execution of this Agreement, Developer shall submit to the City the Phase 2 Final Site Plan and Phase 2 Final Plat, to be reviewed and approved by the City in accordance with sections 3.4.4 and 3.4.5 below. Upon the City's approval of the Phase 2 Final Site Plan and Phase 2 Final Plat, together with any other approvals for the Project required under this Agreement and/or pursuant to the MMC as modified by this Agreement, the Phase 2 Final Plat shall be recorded against the Property and this Agreement will be recorded against the Property.

3.4.3. *Land Use Authorities.* The Planning Coordinator shall be the land use authority responsible for reviewing and approving or denying the Phase 2 Final Site Plan for the Project (as defined below) and the Phase 2 Final Plat for the Project (as defined below) in accordance with the Preliminary Site Plan and Preliminary Plat the Planning Commission approved for the Omnibus Project. If the Planning Coordinator determines in their sole reasonable discretion that the Phase 2 Final Site Plan or Phase 2 Final Plat for the Project is not consistent with the Preliminary Site Plan or Preliminary Plat the Planning Commission approved for the Omnibus Project, the Planning Coordinator may refer the Phase 2 Final Site Plan or Phase 2 Final Plat for the Project to the Planning Commission for review and final approval or denial.

3.4.4. *Site Plan Process.* Developer shall prepare and submit a final site plan for the Project to the Planning Coordinator, that complies with MMC 17.67.040 (“**Phase 2 Final Site Plan**”). The Phase 2 Final Site Plan shall include the same number and type of low-income, LURA-restricted units required under Developer’s LIHTC contracts that are depicted in the conceptual site plan for Phase 2, attached as **Exhibit 4**, and shall be consistent to the extent applicable with the Preliminary Site Plan created and approved in connection with the Omnibus Project. If the Phase 2 Final Site Plan meets the requirements of the MMC and this Agreement, it shall be administratively approved by the Planning Coordinator as contemplated in Section 3.4.3 above.

3.4.5. *Platting Process.* Developer shall prepare and submit a final plat for the Project to the Planning Coordinator, that complies with Chapter 16.16 of the MMC (“**Phase 2 Final Plat**”). The Phase 2 Final Plat shall be consistent to the extent applicable with the Preliminary Plat created and approved in connection with the Omnibus Project. If the Phase 2 Final Plat meets the requirements of the MMC as modified by this Agreement, it shall be administratively approved by the Planning Coordinator as contemplated in Section 3.4.3 above.

3.4.6. *Amendments.* The Preliminary Site Plan and the Preliminary Plat, or subsequent revisions thereto, shall be binding as to the general intent and apportionment of land for buildings, sewage disposal, storm water management, sensitive area protection, stipulated use, circulation pattern, domestic water, and landscaping for the Project. The Planning Coordinator shall have authority to act upon amendments to the Preliminary Site Plan for the Project, the Phase 2 Final Site Plan, and the Phase 2 Final Plat. The Planning Coordinator, in their sole reasonable discretion, may refer amendments to the Phase 2 Final Site Plan or the Phase 2 Final Plat to the Planning Commission for review and action if the proposed amendments are not consistent with the Preliminary Site Plan or Preliminary Plat the Planning Commission approved for the Omnibus Project and/or the Project, as applicable.

3.4.7. *Access to Common Areas.* Developer shall construct the common areas described in **Exhibit 5** (collectively, the “**Common Areas**”). All plats for the

Omnibus Project and the Project shall designate the “Common Areas” (as described in the Omnibus Development Agreement) as such and shall grant all residents of Phase 1, Phase 2, and Phase 3, respectively, access to and use of said Common Areas in accordance with the terms of the CCR related to the Common Area and Common Area Improvements, which are incorporated herein by reference, regardless of the ownership of any parcels that may result from the subdivision of the Property under this Agreement or that occurred under the Omnibus Development Agreement. The CCR language related to the Common Area and Common Area Improvements is incorporated herein by reference and shall be binding as to the general intent and use of the Common Area and Common Area Improvements in the Omnibus Project and the Project. For the avoidance of doubt, the Parties hereto expressly agree that the rights of the owners of Phase 1, Phase 2, and Phase 3, respectively, to enforce the Common Area and Common Area Improvements language in the CCR is incorporated herein by reference.

3.5. Sustainability Requirements. The Parties agree that the City’s authorization of the exceptions to the MMC set forth in Section 3.2 shall be subject to the express condition that the Project apply Enterprise Green Communities standards in construction to meet sustainability requirements as attached hereto in **Exhibit 6**.

3.6. Reasonable Diligence. Developer agrees to proceed with construction of the Project with reasonable diligence consistent with **Exhibit 3**.

4. **Approval Process for Development Applications.** The City shall process applications for development of the Project in accordance with the provisions of the MMC, this Agreement, and applicable law. Developer expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve it of the obligation to comply with all of the applicable requirements for approval of preliminary and final subdivision plats, or preliminary and final site plans, as applicable, for the proposed development of the Project consistent with the terms and conditions of this Agreement and the applicable provisions of the MMC, except they may be expressly modified by this Agreement.
5. **LIHTC Requirements and Waiver of City AEH Requirements.** Developer agrees to: (i) comply with the terms of its LIHTC contracts, the applicable terms and conditions of which are summarized in **Exhibit 7**; (ii) execute and record LURAs against the Property that comply with its LIHTC contracts and all applicable laws; and (iii) comply with each LURA it executes and records against the Property. In light of Developer’s commitments under this Section, the City waives the requirements of Chapter 17.64 of the MMC regarding Active Employee Households (“AEH”) as applied to the Project.
6. **Payment of Fees.**

6.1. Development Application and Review Fees. Developer shall pay, or cause to be paid, to the City all fees, including application fees, impact fees, and connection fees for review and approval of development of any and all phases of the Project in the amounts set forth in the City’s Master Fee Schedule.

6.2. Other Fees. The City may charge other fees in existence as of the date of this Agreement, including, without limitation, standard building permit review, and inspection fees for improvements to be constructed on improved parcels that are generally applicable to other developments within the City.

6.3. Reservation of Right to Challenge Fees. Notwithstanding any provision of this Agreement, Developer does not waive Developer's rights under any applicable law to challenge the reasonableness or legality of the amount or imposition of any fees.

7. Vested Rights.

7.1. Vested Rights. As of the Effective Date, Developer shall have the vested right to develop and construct the Project in accordance with and subject to compliance with the terms and conditions of this Agreement, the R-3 Zone, Site Plan requirements and other applicable provisions of the MMC as of the Effective Date. If no substantial construction has been initiated as part of the Project within five (5) years of the date of the Effective Date plus any period of force majeure, the City may terminate this Agreement by providing written notice to Developer pursuant to Section 9 and Section 12 of this Agreement. To the extent that there is any conflict between the text portion of this Agreement and the Exhibits, the more specific language or description, as the case may be, shall control. Where any conflict or ambiguity exists between the provisions of the MMC and this Agreement (including the Exhibits to this Agreement), this Agreement shall govern. Notwithstanding the foregoing, the rights vested as provided in this Agreement are not exempt from the application of the MMC and to subsequently enacted ordinances to the extent, but only to that extent, that failure to apply such subsequently enacted ordinance would impair the City's reserved legislative powers.

7.2. Reserved Legislative Powers. The Parties acknowledge that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the City those police powers that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation under the police powers, such legislation shall only be applied to modify any development standards that are applicable to the Project under the terms of this Agreement based upon policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine of the State of Utah. Any such proposed legislative changes shall be of general application to all development activity in the City; and, unless the City declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to any proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.

8. Infrastructure and the Provision of Municipal Services.

8.1. Construction of Necessary Private Infrastructure to Service the Project. Developer agrees to construct and install the private infrastructure identified on **Exhibit 8**

hereto (the “**Required Infrastructure**”). Developer shall have the obligation to construct or cause to be constructed and installed the Required Infrastructure, together with any off-site improvements necessary to connect such Required Infrastructure to existing utilities. All such Required Infrastructure shall be constructed in accordance with applicable City standards and shall be available to residents of Phase 1, Phase 2, and Phase 3 in accordance with the terms of the Original CCR related to the Common Area and Common Area Improvements, which are incorporated herein by reference. Developer may be required to enter into a Development Improvements Agreement and be required to dedicate all public infrastructure and associated property interests, if any, to the City as provided in MMC 16.20.060 and MMC 17.67.070. For the avoidance of doubt, the Parties hereto expressly agree that the rights of the owners of Phase 1, Phase 2, and Phase 3, respectively, to enforce the Common Area and Common Area Improvements language in the Original CCR is incorporated herein by reference.

8.2. Third Party Service Providers. The Parties understand and acknowledge that Developer shall be responsible to obtain any applicable approvals and incur the costs of constructing any off-site and on-site infrastructure and improvements from third party service providers that are necessary to service any portion of the Property, as applicable, as part of the Project.

8.3. Maintenance of Private Roads and Improvements. Developer shall have the duty to maintain all private roads and areas designated as such on the Phase 2 Final Plat that are located within that portion of the Project constructed on the Property, if any.

8.4. City Provided Services. The City agrees that, subject to Developer’s compliance with its obligations hereunder, it shall make available to the Project all City services to such properties that it provides from time to time to other residents and properties within the City at the same levels of service and on the same terms and at the same rates as provided to other similarly situated properties in the City.

9. Term of Agreement. The term of this Agreement (the “**Term**”) shall begin on the Effective Date and terminate fifty (50) years after the date Developer records the LURA against the Property for Phase 2, unless terminated earlier by the City as provided herein or the Parties modify the Term by written amendment to this Agreement, but the terms of this Agreement shall continue to be effective as to applications that have been submitted and development that has occurred within the Project notwithstanding the termination of this Agreement. The Parties agree that the Omnibus Agreement is hereby terminated to the extent it applies to the Project with no further action by either Party with respect to the Project and the Property.

10. Successors and Assigns.

10.1. Binding Effect. This Agreement shall be binding upon the Parties and their respective successors and assigns in so far as it pertains to the ownership or development of any portion of the Property and the Project.

10.2. Assignment. Developer may not assign this Agreement nor any of its provisions, terms, or conditions to any other party, individual, or entity without: (a) assigning Developer's rights and responsibilities under this Agreement; and (b) obtaining the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed. Any such request for assignment may be made by letter addressed to the City as provided herein and the prior written consent of the City may also be evidenced by letter from the City to Developer or its successors or assigns.

11. Default.

11.1. Notice. If Developer or the City fail 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 as provided herein. Developer's Investor Member shall receive simultaneous notice of any Default hereunder and shall have the right, but not the obligation, to cure an event of default hereunder and the City agrees to accept or reject such cure on the same basis as if provided by Developer itself.

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

11.2.1. *Claim of Default*. Specify the claimed event of default;

11.2.2. *Identification of Provisions*. Identify with particularity the provisions of any applicable law, rule, regulation or provision of this Agreement that is claimed to be in default;

11.2.3. *Specify Materiality*. Identify why the default is claimed to be material; and

11.2.4. *Proposed Cure*. The non-defaulting party shall propose a method and time for curing the default by the defaulting party which shall be of no less than sixty (60) days duration.

11.3. Meet and Confer. Upon the issuance of a Notice of Default, the Parties shall meet within ten (10) business days and confer in an attempt to resolve the issues that are the subject matter of the Notice of Default.

11.4. Remedies. If, after meeting and conferring, the Parties are not able to resolve the default, then the Parties may have the following remedies:

11.4.1. *Legal Remedies Generally*. The rights and remedies available at law and in equity shall include injunctive relief, specific performance, and termination, but shall not include damages or attorney's fees.

11.4.2. *Legal Remedies for Breach of Section 5*. The Parties further agree that money damages would be an insufficient remedy if Developer breaches its obligations under Section 5 and that the City shall be entitled

to specific performance and injunctive or other equitable relief as a remedy of any such breach, including, without limitation, an order from a court of competent jurisdiction requiring Developer to comply with the City's AEH requirements as set forth in Chapter 17.64 of the MMC to the extent such requirements apply to the Project and do not conflict with Developer's obligations under its Reservation Agreements, Carryover Allocation Agreement, and any LURAs that are still in effect at the time of Developer's breach and that are not otherwise impacted by Developer's breach.

11.4.3. *Enforcement of Security.* The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular default.

11.4.4. *Withholding Further Development Approvals.* Upon a material default by Developer, the City shall have the right to withhold all further reviews, approvals, licenses, building permits, certificates of occupancy, and/or other permits or approvals for development of the Project on those properties owned by Developer during the existence and continuance of a default beyond any applicable cure period to enforce the terms of this Agreement to the extent allowed under state law, including Utah Code § 10-20-1001 and Utah Code § 10-20-902. This Section 11.4.4 is intended to satisfy the "written document" requirement in Utah Code § 10-20-902(1)(j)(i).

11.5. Public Meeting. Before the City may impose any remedy in this Agreement, including the provisions of Section 11.4.4, the Party allegedly in default shall be afforded the right to attend a public meeting before the Council and address the Council regarding the claimed default. If, after the meet and confer provided in Section 11.3 and the public meeting before the Council, Developer and the City disagree as to the existence of a default under this Agreement, Developer may request that the City obtain a judgment that Developer is in default from a court of competent jurisdiction in order to withhold development approvals pursuant to Section 11.4.4.

11.6. Extended Cure Period. If any default cannot be reasonably cured within sixty (60) days then such cure period may be extended as needed, by agreement of the Parties for good cause shown, so long as the defaulting Party is pursuing a cure with reasonable diligence.

11.7. Cumulative Rights. The rights and remedies set forth herein shall be cumulative.

11.8. Force Majeure. All time periods imposed or permitted pursuant to this Agreement shall automatically be extended and tolled for: (a) any period of moratoria imposed by the City or other governmental authorities in any respect that materially affects the development of the Project; or (b) by events reasonably beyond the control of Developer including, without limitation, inclement weather, war, strikes,

unavailability of materials at commercially reasonable prices, pandemics and acts of God, but which does not include financial condition of Developer or its successors.

12. Notices. All notices and communications required or permitted to be given under this Agreement, shall be in writing and shall be deemed to have been duly given and delivered as of the date the notice is sent, if delivered by mail or email to the below, which the Parties may update from time to time in writing:

To Developer:

Amasa Arroyo Apartments LLC
50 N. 600 W., Unit D
Salt Lake City, Utah 84116
adillon@givgroup.org

With a copy to:

Winthrop & Weinstine, P.A.
225 S. 6th Street, Suite 3500
Minneapolis, MN 55402
Attn: Jordan E. Mogensen, Esq.
jmogensen@winthrop.com

And:

c/o Hunt Capital Partners, LLC
15910 Ventura Boulevard, Suite 1100
Encino, California 91436

Nixon Peabody LLP
799 9th Street NW Suite 500,
Washington, DC 20001-5327
Attention: Matthew W. Mullen

To the City of Moab:

Moab City
Attn: City Manager
217 E. Center Street
Moab, Utah 84532
mblack@moabcity.gov

Any Party may change its address or notice by giving written notice to the other Parties in accordance with the provisions of this Section.

GENERAL TERMS AND CONDITIONS

13. **Agreement to Run with the Land.** This Agreement shall be recorded in the Office of the Grand County Recorder against the Property and is intended to and shall be deemed to run with the land and shall be binding on all successors in the ownership and development of any portion of the Property.

14. **Entire Agreement.** This Agreement, together with the Recitals and Exhibits hereto integrates and constitutes all the terms and conditions pertaining to the subject matter hereof and supersedes all prior negotiations, representations, promises, inducements, or previous agreements between the Parties hereto with respect to the subject matter hereof. Any amendments hereto must be in writing and signed by the respective Parties hereto.

15. **Further Assurances.** Each Party shall execute and deliver such additional documents and take such further actions as may reasonably be necessary to effectuate the transactions contemplated by this Agreement.

16. **Headings.** The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

17. **Non-Liability of City Officials or Employees.** No officer, representative, agent, or employee of the City shall be personally liable to Developer, or any successor-in-interest or assignee of Developer, in the event of any default or breach by the City or for any amount which may become due to Developer, or its successors or assignees, for any obligation arising out of the terms of this Agreement.

18. **No Third-Party Rights.** The obligations of the Parties set forth in this Agreement shall not create any rights in or obligations to any persons or parties other than to the City and Developer. The City and Developer alone shall be entitled to enforce or waive any provisions of this Agreement to the extent that such provisions are for their benefit. No other persons or entities shall be considered intended or incidental third-party beneficiaries with respect to the rights and obligations contained in this Agreement.

19. **Severability.** Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity of any of the remaining portions, and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.

20. **Waiver.** No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving Party.

21. **Survival.** All agreements, covenants, representations, and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect throughout the term of this Agreement.

22. Public Information. The Parties understand and agree that all documents related to this agreement shall be public documents, as provided in the Utah Governmental Records Access Management Act, Title 63G, Chapter 2, Part 1 of the Utah Code.

23. Governing Law and Venue. This Agreement and the performance hereunder shall be governed by the laws of the State of Utah, and venue shall be in Grand County, Utah.

24. Counterparts. This Agreement may be executed in multiple counterparts which shall constitute one and the same document.

25. Governmental Immunity Act. The City is a governmental entity subject to the Utah Governmental Immunity Act, Utah Code 63G-7-101, et seq (the “**Act**”). The City does not waive any rights, defenses, or limitations available under the Act except as otherwise provided in this Agreement.

26. Legal Review. The Parties represent and agree that they each had full opportunity to review this Agreement and that they accept the terms hereof. The rule that such agreement is to be construed against its drafter shall not apply to this Agreement.

27. Successor Legislation. Any statute or provision of the MMC referred to in this Agreement shall be deemed to include that statute or provision as amended, restated, and/or replaced from time to time, and any successor legislation or MMC provision to the same general intent and effect.

28. Interpretation. In this Agreement, unless the context otherwise requires:

28.1. The captions and section headings used in this Agreement are for descriptive purposes only and do not limit, define, or enlarge the terms of this Agreement;

28.2. Use of the singular, plural, or a gender shall include the other, and the use of the words “include” and “including” shall be construed to mean “without limitation” or “but not be limited to;”

28.3. The word “may” is permissive;

28.4. The words “shall not” are prohibitive;

28.5. The word “shall” is mandatory or required; and

28.6. The present tense includes the future tense, unless otherwise specified.

(Signatures begin on following page)

IN WITNESS WHEREOF, this Agreement has been executed by the City of Moab, acting by and through the Moab City Council, Grand County, State of Utah, and by a duly authorized representative of Developer as of the Effective Date.

CITY OF MOAB, a Utah municipality and political subdivision of the State of Utah.

By: _____
Mayor Joette Langianese

ATTEST:

Sommar Johnson, Moab City Recorder

APPROVED AS TO FORM:

Nathan Bracken, City Attorney

STATE OF UTAH)
 : ss.
COUNTY OF GRAND)

On the ____ day of _____, 2026, personally appeared before me JOETTE LANGIANESE, who being by me duly sworn, did say that she is the Mayor of the CITY OF MOAB, a municipality and political subdivision of the State of Utah, and that said instrument was signed in behalf of the City by authority of its governing body and said Mayor acknowledged to me that the City executed the same.

NOTARY PUBLIC

DEVELOPER:

AMASA ARROYO APARTMENTS LLC, a Utah
limited liability company

By: Amasa Arroyo Apartments GP LLC, a Utah
limited liability company
Its: Sole Member

By: Chris Parker
Its: Managing Member

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On the ____ day of _____, 2026, personally appeared before me Chris Parker, who
being by me duly sworn, did say that he/she is the Managing Member of Amasa Arroyo
Apartments GP LLC, a Utah limited liability company, the Sole Member of AMASA ARROYO
APARTMENTS LLC, a Utah limited liability company, who duly acknowledged to me that they
executed the foregoing instrument on behalf of the latter mentioned limited liability company.

NOTARY PUBLIC

EXHIBIT 1

Legal Description of Property

A PARCEL OF LAND, SITUATE IN THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 26 SOUTH, RANGE 21 EAST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF KANE CREEK BLVD., WHICH IS LOCATED NORTH 00°16'23" EAST 968.43 FEET ALONG THE MEASURED SECTION LINE AND EAST 1261.48 FEET FROM A FOUND 1" IRON PIN FOUND IN MOUND OF STONES, AT THE SOUTHWEST CORNER OF SECTION 1, TOWNSHIP 26 SOUTH, RANGE 21 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING:

THENCE SOUTH 86°22'00" EAST 267.70 FEET;
THENCE SOUTHEASTERLY, 22.36 FEET ALONG THE ARC OF A 54.15-FOOT RADIUS NON TANGENT CURVE TO THE LEFT (CENTER BEARS SOUTH 87°47'47" EAST, AND THE LONG CHORD BEARS SOUTH 09°37'41" EAST 22.20 FEET, THROUGH A CENTRAL ANGLE OF 23°39'47");
THENCE SOUTHEASTERLY, 27.91 FEET ALONG THE ARC OF A 95.45-FOOT RADIUS NON TANGENT CURVE TO THE LEFT (CENTER BEARS NORTH 67°27'37" EAST, AND THE LONG CHORD BEARS SOUTH 30°55'05" EAST 27.82 FEET, THROUGH A CENTRAL ANGLE OF 16°45'25");
THENCE SOUTH 53°09'24" WEST 112.12 FEET;
THENCE SOUTHWESTERLY, 4.61 FEET ALONG THE ARC OF A 15.35-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (CENTER BEARS SOUTH 01°27'29" EAST, AND THE LONG CHORD BEARS SOUTH 79°56'48" WEST 4.59 FEET, THROUGH A CENTRAL ANGLE OF 17°11'26");
THENCE SOUTH 42°48'36" EAST 57.97 FEET;
THENCE SOUTH 03°47'50" WEST 31.66 FEET;
THENCE NORTH 86°22'00" WEST 185.60 FEET;
THENCE NORTH 03°37'23" EAST 29.66 FEET;
THENCE NORTH 65°20'02" WEST 31.24 FEET;
THENCE NORTH 46°22'47" WEST 96.20 FEET;
THENCE NORTH 43°28'51" EAST 47.86 FEET;
THENCE NORTH 46°33'11" WEST 9.86 FEET;
THENCE NORTH 42°38'04" EAST 11.65 FEET;
THENCE NORTHEASTERLY, 29.00 FEET ALONG THE ARC OF A 119.91 FOOT RADIUS NON TANGENT CURVE TO THE LEFT (CENTER BEARS NORTH 49°14'26" WEST, AND THE LONG CHORD BEARS NORTH 33°49'55" EAST 28.92 FEET, THROUGH A CENTRAL ANGLE OF 13°51'19");
THENCE NORTH 18°41'45" EAST 10.57 FEET TO THE POINT OF BEGINNING.

ALSO: BEGINNING AT A POINT ON THE EXTERIOR BOUNDARY OF LOTS 9 AND 10, WHICH IS LOCATED NORTH 00°16'23" EAST 714.05 FEET ALONG THE MEASURED SECTION LINE AND EAST 1843.08 FEET FROM A FOUND 1" IRON PIN FOUND IN

MOUND OF STONES, AT THE SOUTHWEST CORNER OF SECTION 1, TOWNSHIP 26 SOUTH, RANGE 21 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING:

THENCE NORTH 20°00'00" EAST 63.09 FEET;

THENCE NORTH 70°00'00" WEST 13.13 FEET;

THENCE NORTHWESTERLY, 3.13 FEET ALONG THE ARC OF A 2.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 20°00'00" EAST, AND THE LONG CHORD BEARS NORTH 25°06'12" WEST 2.82 FEET, THROUGH A CENTRAL ANGLE OF 89°47'36");

THENCE NORTH 19°47'36" EAST 16.31 FEET;

THENCE SOUTH 70°12'24" EAST 5.00 FEET;

THENCE NORTH 19°47'36" EAST 5.00 FEET;

THENCE NORTH 78°43'40" EAST 3.75 FEET;

THENCE NORTH 11°16'20" WEST 47.61 FEET;

THENCE NORTH 78°45'44" EAST 48.03 FEET;

THENCE NORTH 11°51'01" WEST 8.39 FEET;

THENCE NORTHEASTERLY, 12.43 FEET ALONG THE ARC OF A 88.25-FOOT RADIUS NON TANGENT CURVE TO THE LEFT (CENTER BEARS NORTH 07°41'40" WEST, AND THE LONG CHORD BEARS NORTH 78°16'13" EAST 12.42 FEET, THROUGH A CENTRAL ANGLE OF 08°04'14");

THENCE NORTHEASTERLY, 26.93 FEET ALONG THE ARC OF A 45.83-FOOT RADIUS NON TANGENT CURVE TO THE LEFT (CENTER BEARS NORTH 12°50'48" WEST, AND THE LONG CHORD BEARS NORTH 60°19'09" EAST 26.55 FEET, THROUGH A CENTRAL ANGLE OF 33°40'06");

THENCE SOUTHEASTERLY, 27.03 FEET ALONG THE ARC OF A 620.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 25°51'13" WEST, AND THE LONG CHORD BEARS SOUTH 62°53'50" EAST 27.03 FEET, THROUGH A CENTRAL ANGLE OF 02°29'54");

THENCE SOUTHWESTERLY, 43.22 FEET ALONG THE ARC OF A 73.41-FOOT RADIUS TANGENT CURVE TO THE LEFT (CENTER BEARS SOUTH 62°52'11" EAST, AND THE LONG CHORD BEARS SOUTH 10°15'53" WEST 42.60 FEET, THROUGH A CENTRAL ANGLE OF 33°43'52");

THENCE SOUTHEASTERLY, 54.50 FEET ALONG THE ARC OF A 148.35-FOOT RADIUS NON TANGENT CURVE TO THE LEFT (CENTER BEARS NORTH 81°56'10" EAST, AND THE LONG CHORD BEARS SOUTH 18°35'20" EAST 54.20 FEET, THROUGH A CENTRAL ANGLE OF 21°03'00");

THENCE SOUTHEASTERLY, 50.02 FEET ALONG THE ARC OF A 162.56-FOOT RADIUS NON TANGENT CURVE TO THE LEFT (CENTER BEARS NORTH 56°48'00" EAST, AND THE LONG CHORD BEARS SOUTH 42°00'54" EAST 49.82 FEET, THROUGH A CENTRAL ANGLE OF 17°37'48");

THENCE SOUTHEASTERLY, 83.85 FEET ALONG THE ARC OF A 140.32-FOOT RADIUS NON TANGENT CURVE TO THE LEFT (CENTER BEARS NORTH 37°15'41" EAST, AND THE LONG CHORD BEARS SOUTH 69°51'27" EAST 82.61 FEET, THROUGH A CENTRAL ANGLE OF 34°14'21");

THENCE NORTHEASTERLY, 38.79 FEET ALONG THE ARC OF A 70.69-FOOT RADIUS NON TANGENT CURVE TO THE LEFT (CENTER BEARS NORTH 03°49'50"

EAST, AND THE LONG CHORD BEARS NORTH 78°06'30" EAST 38.31 FEET, THROUGH A CENTRAL ANGLE OF 31°26'39");

THENCE NORTHEASTERLY, 19.69 FEET ALONG THE ARC OF A 102.45-FOOT RADIUS NON TANGENT CURVE TO THE LEFT (CENTER BEARS NORTH 28°01'41" WEST, AND THE LONG CHORD BEARS NORTH 56°28'01" EAST 19.66 FEET, THROUGH A CENTRAL ANGLE OF 11°00'37");

THENCE SOUTHEASTERLY, 25.28 FEET ALONG THE ARC OF A 620.00-FOOT RADIUS NON TANGENT CURVE TO THE RIGHT (CENTER BEARS SOUTH 49°08'15" WEST, AND THE LONG CHORD BEARS SOUTH 39°41'40" EAST 25.28 FEET, THROUGH A CENTRAL ANGLE OF 02°20'10");

THENCE SOUTHWESTERLY, 6.09 FEET ALONG THE ARC OF A 36.96-FOOT RADIUS NON TANGENT CURVE TO THE LEFT (CENTER BEARS SOUTH 50°54'46" EAST, AND THE LONG CHORD BEARS SOUTH 34°22'02" WEST 6.08 FEET, THROUGH A CENTRAL ANGLE OF 09°26'23");

THENCE SOUTHWESTERLY, 9.76 FEET ALONG THE ARC OF A 16.50-FOOT RADIUS NON TANGENT CURVE TO THE LEFT (CENTER BEARS SOUTH 57°45'32" EAST, AND THE LONG CHORD BEARS SOUTH 15°17'34" WEST 9.62 FEET, THROUGH A CENTRAL ANGLE OF 33°53'49");

THENCE SOUTH 01°28'43" EAST 24.49 FEET;

THENCE SOUTH 87°50'13" WEST 7.87 FEET;

THENCE SOUTH 02°06'16" EAST 48.94 FEET;

THENCE SOUTH 88°02'10" WEST 96.54 FEET;

THENCE NORTH 60°30'37" WEST 43.48 FEET;

THENCE SOUTH 36°57'34" WEST 34.43 FEET;

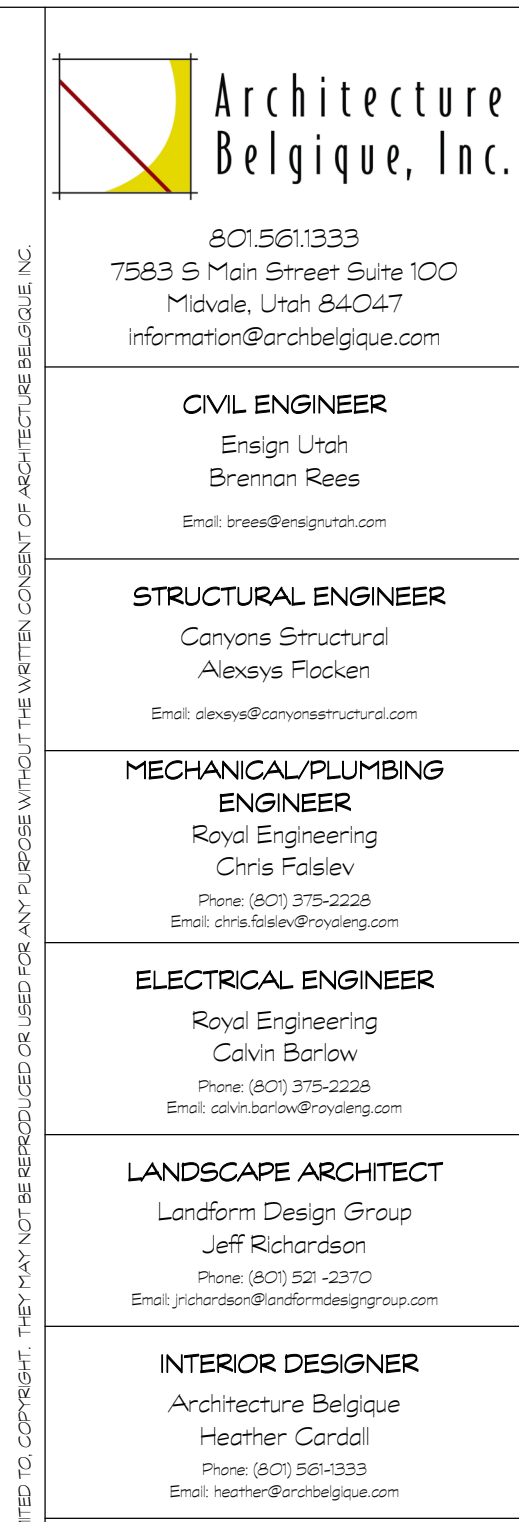
THENCE NORTHWESTERLY, 178.13 FEET ALONG THE ARC OF A 430-FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 47°48'43" WEST, AND THE LONG CHORD BEARS NORTH 54°03'19" WEST 176.85 FEET, THROUGH A CENTRAL ANGLE OF 23°44'04") TO THE POINT OF BEGINNING.

TOTAL OF PHASE 2 CONTAINS: 85,626 SQUARE FEET, OR 1.965 ACRES.

EXHIBIT 2

Preliminary Site Plan and Phase 1 Final Site Plan Created in Connection with the Omnibus Project

DRAFT

RESERVED RIGHTS INCLUDING BUT NOT LIMITED TO:

AMASA - APARTMENTS

Project Number
2024 - 18

Date
8-13-25

[illegible][illegible]

PRELIMINARY SITE PLAN

Sheet Number

AO.01

ARCHITECTURAL SITE PLAN IS FOR REFERENCE ONLY. SEE CIVIL PLANS FOR EXACT LOCATIONS OF BUILDING, SIDEWALKS, CURB & GUTTER ETC.



GENERAL NOTES

1. ALL WORK TO COMPLY WITH THE MOGAD CITY'S STANDARDS AND SPECIFICATIONS.
2. ALL IMPROVEMENTS MUST COMPLY WITH ADA STANDARDS AND RECOMMENDATIONS.
3. SEE LANDSCAPE ARCHITECTURAL PLANS FOR CONCRETE MATERIAL, COLOR, FINISH, AND SCORE PATTERNS THROUGHOUT SITE.
4. ALL PAVEMENT MARKINGS SHALL CONFORM TO THE LATEST EDITION OF THE M.U.T.C.D. (MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES).
5. ALL SURFACE IMPROVEMENTS DISTURBED BY CONSTRUCTION SHALL BE RESTORED OR REPLACED, INCLUDING TREES AND DECORATIVE SHRUBS, SOIL, FENCES, WALLS AND STRUCTURES, WHETHER OR NOT THEY ARE SPECIFICALLY SHOWN ON THE CONTRACT DOCUMENTS.
6. NOTIFY ENGINEER OF ANY DISCREPANCIES IN DESIGN OR STAKING BEFORE PLACING CONCRETE OR ASPHALT.
7. THE CONTRACTOR IS TO PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES, AND SIGNS, ETC. UNLESS OTHERWISE NOTED ON THE BLUE PLANS.

EXISTING STANDARD STALLS	81
EXISTING ADA - ACCESSIBLE STALLS	8
PROPOSED STANDARD STALLS	87
PROPOSED ADA - ACCESSIBLE STALLS	8
TOTAL STALLS	164
REQUIRED STALLS	148

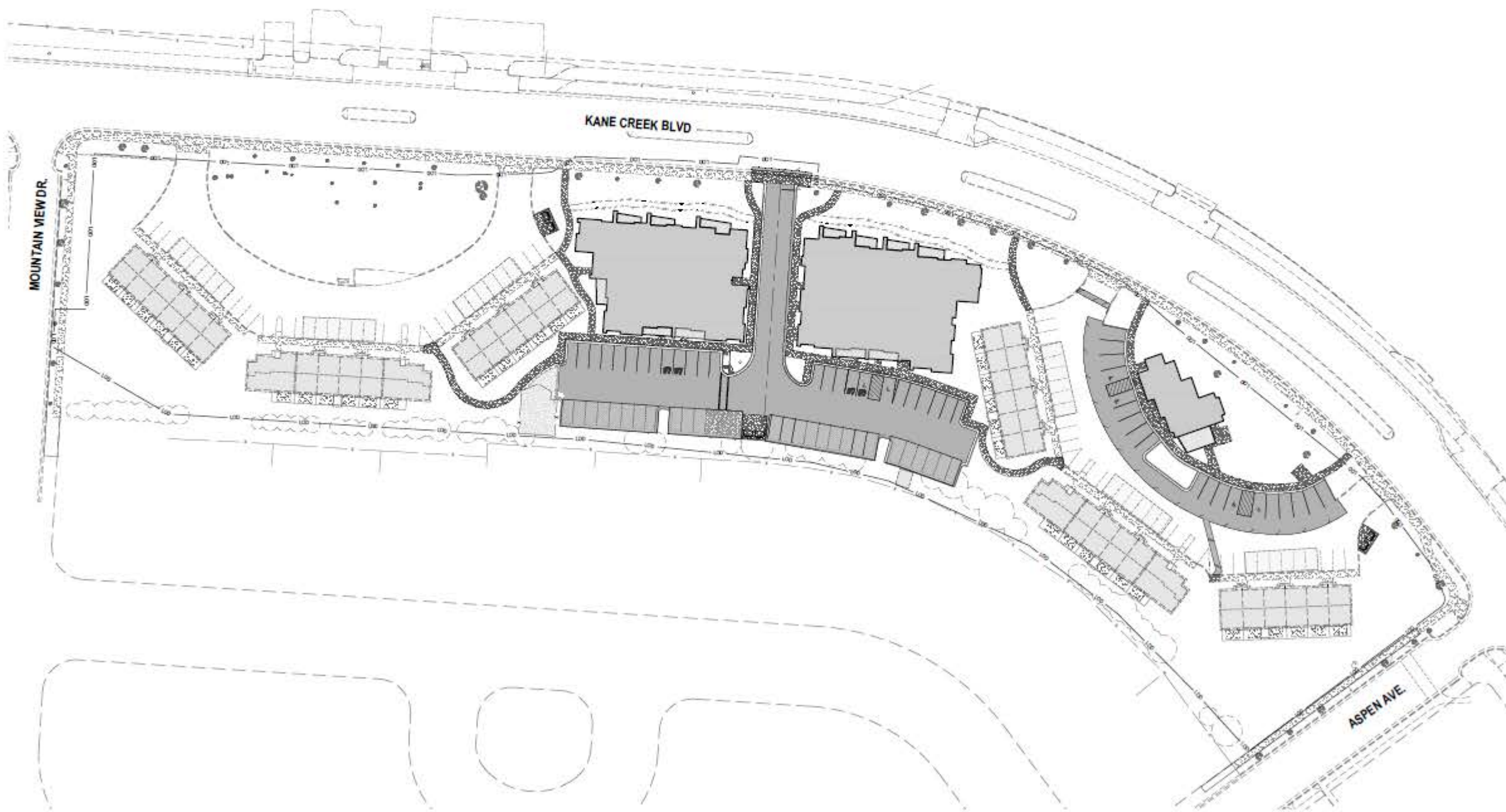
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EXHIBIT 3

Project Phasing Schedule

	Anticipated Timeline	Description
Project	Effective Date – 12/31/2027	▪ Construction of one new two-story building on the west semi-circle of the Property with 8 total units, including 8 one-bedroom units. ▪ Rehabilitation of five existing buildings with 6 two-bedroom units in each of the 5 existing buildings. ▪ Construction of a green space and parking stalls all of which shall be designated as “common areas” accessible to all residents of the Phase 1, Phase 2 and Phase 3 in accordance with the Agreement, the Omnibus Development Agreement, and the CCR, as it may be amended. ▪ 38 Total Units at 25-50% Area Median Income (“AMI”) Mix

EXHIBIT 4

Phase 2 Conceptual Site Plan

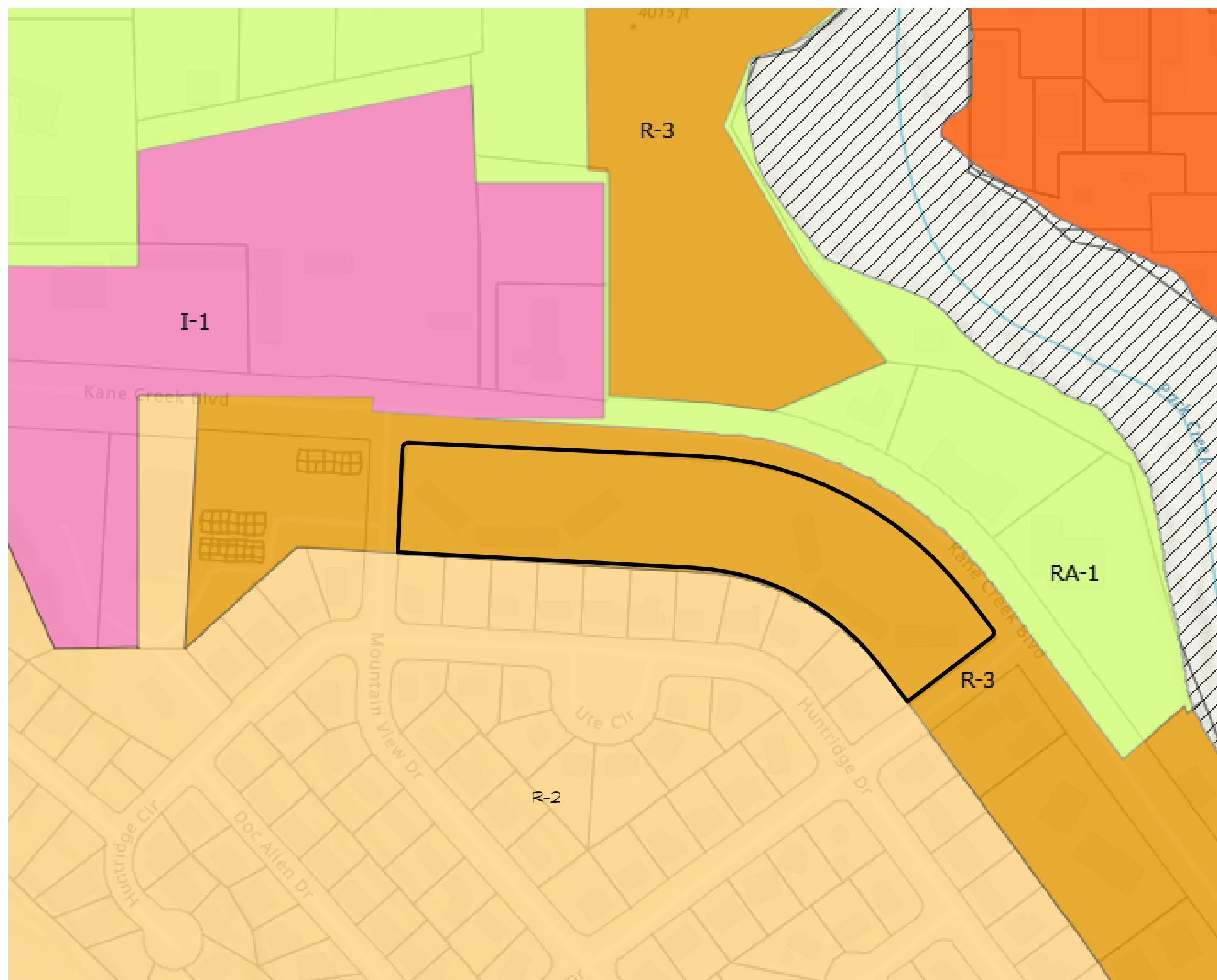
DRAFT



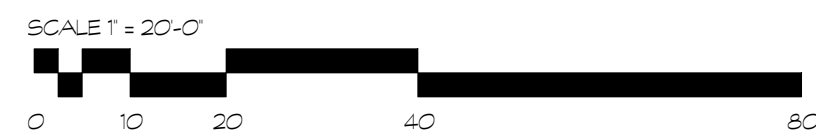
1 SITE PLAN
SCALE: 1" = 40'-0"



2 VICINITY MAP
SCALE: NTS



3 ZONING MAP
SCALE: NTS



ARCHITECTURAL SITE PLAN IS FOR REFERENCE ONLY. SEE CIVIL PLANS FOR EXACT LOCATIONS OF BUILDING, SIDEWALKS, CURB & GUTTER ETC.

Architecture
Belgique, Inc.

801.561.1333
7583 S Main Street Suite 100
Midvale, Utah 84047
information@archbelgique.com

CIVIL ENGINEER

Ensign Utah
Brennan Rees
Phone (435) 886-2883
Email: brees@ensignutah.com

STRUCTURAL ENGINEER

Canyons Structural
Alexis Flacken
Phone (801) 468-8843
Email: alexis@canyonsstructural.com

MECHANICAL/PLUMBING
ENGINEER

Royal Engineering
Chris Folev
Phone (801) 375-2228
Email: chris.folev@royaleng.com

ELECTRICAL ENGINEER

Royal Engineering
Calvin Barlow
Phone (801) 375-2228
Email: calvin.barlow@royaleng.com

LANDSCAPE ARCHITECT

Landform Design Group
Derek Lamb
Phone (801) 322-2370
Email: dore@landformdesigngroup.com

AMASA II
KANE CREEK BLVD. MOAB, UT

Project Number		
2025 - 18		
Date		
07-14-2026		
No.	Description	Date

Sheet Title

SITE PLAN

Sheet Number

AS.01

EXHIBIT 5

Common Areas

- Parking Stalls
- SIDEWALKS AND PATHS
- CARPORTS (NEW)
- OPEN SPACE
- ONE GARBAGE COLLECTION AREA
- GREEN SPACE

DRAFT

EXHIBIT 6

Sustainability Requirements

The Project must be constructed in accordance with Enterprise Green Communities 2020 Requirements and Energy Star Multifamily New Construction Requirements. The standards for new construction and for rehabilitation are attached hereto.

DRAFT



2020 ENTERPRISE GREEN COMMUNITIES CRITERIA CHECKLIST

Amasa Site

CRITERIA CHECKLIST

This checklist provides an overview of the technical requirements within the Enterprise Green Communities Criteria. To achieve Enterprise Green Communities Certification, all projects must achieve compliance with the Criteria mandatory measures applicable to that construction type. **New Construction projects must also achieve at least 40 optional points, and Substantial and Moderate Rehab projects must also achieve at least 35 optional points.**

These projects that also comply with Criterion 5.2b or Criterion 5.4 will be recognized with Enterprise Green Communities Certification Plus.

YES / NO	OPTIONAL POINTS	
1. INTEGRATIVE DESIGN		
Yes	M	1.1 Integrative Design: Project Priorities Survey Complete the Project Priorities Survey, which can be found in the Appendix.
Yes	M	1.2 Integrative Design: Charrettes and Coordination Meetings Develop an integrative design process that moves the outputs of the Project Priorities Survey into action through a series of collaborative meetings. Prioritize multi-benefit strategies. Assign responsibility within your design and development teams for accountability.
Yes	M	1.3 Integrative Design: Documentation Include Enterprise Green Communities Criteria information in your contract documents and construction specifications (Division 1 Section 01 81 13 Sustainable Design Requirements) as necessary for the construction team to understand the requirements and how they will be verified. Ensure, and indicate, that the drawings and specifications have been generated to be compliant and meet the certification goals.
Yes	M	1.4 Integrative Design: Construction Management Create, implement, and document your contractor/subcontractor education plan to ensure that all persons working on-site fully understand their role in achieving the project objectives. Include a summary of the Project Priorities Survey (Criterion 1.1), the sustainability goals, and anticipated roles of each party in regards to the performance expected of the project. Attach and reference this training plan to Division 1 Section 01 81 13 Sustainable Design Requirements. Include timeline estimates for performance testing and verification schedules in the overall construction schedule. As relevant, review requirements for Criteria 8.1, 8.2, and 8.3, and begin populating these documents with relevant information from design and construction.
No	12 or 15	1.5 Design for Health and Well-Being: Health Action Plan Follow Steps 1-6 of the Health Action Plan framework per the full criterion. <i>[12 points with extra 3 points for Step 7]</i> This includes: 1) Commit to embedding health into the project lifecycle; 2) Partner with a project health professional; 3) Collect and analyze community health data; 4) Engage with community stakeholders to prioritize health data and strategies; 5) Identify strategies to address those health issues; 6) Create an implementation plan; and 7) Create a monitoring plan.
No	10	1.6 Resilient Communities: Multi-Hazard Risk/Vulnerability Assessment Conduct a four-part assessment (social, physical, functional, strategy) to identify critical risk factors of your property and implement at least two sets of strategies to enable the project to adapt to, and mitigate, climate related or seismic risks. See full criterion for more guidance.
No	8	1.7 Resilient Communities: Strengthening Cultural Resilience Integrate community and resident participation in the development processes so that the built environment honors cultural identities, resident voices, and community histories. <i>Option 1: Complete a Cultural Resilience Assessment</i> OR <i>Option 2: Convene a Cultural Advisory Group</i>
CRITERIA 1 SUBTOTAL		
4 of 4		Mandatory Criteria
0		Optional Points
2. LOCATION + NEIGHBORHOOD FABRIC		
Yes	M	2.1 Sensitive Site Protection All projects must: 1. Protect floodplain functions (e.g., storage, habitat, water quality) by limiting new development within the 100-year floodplain of all types of watercourses. 2. Conserve and protect aquatic ecosystems, including wetlands and deepwater habitats, that provide critical ecosystem functions for fish, other wildlife, and people. 3. Protect ecosystem function by avoiding the development of areas that contain habitat for plant and animal species identified as threatened or endangered. 4. Conserve the most productive agricultural soils by protecting prime farmland, unique farmland, and farmland of statewide or local importance. If your site contains any of these ecologically sensitive features, follow the specific Requirements under that subheading.
Yes	M	2.2 Connections to Existing Development and Infrastructure <i>(Mandatory for New Construction projects that do not qualify as Rural/Tribal/Small Town)</i> Locate the project on a site with access to existing roads, water, sewers, and other infrastructure and within or contiguous to (having at least 25% of the perimeter bordering) existing development. Connect the project to the existing pedestrian network. For sites over 5 acres, provide connections to the adjacent street network at least every 800 feet. Tie all planned bike paths to existing bike paths.
Yes	M	2.3 Compact Development <i>(Mandatory for New Construction)</i> At a minimum, build to the residential density (dwelling units/acre) of the census block group where the project is located. In Rural/Tribal/Small Town locations that do not have zoning requirements: Build to a minimum net density of 5 units per acre for single-family houses; 10 units per acre for multifamily buildings, single and two-story; and 15 units per acre for multifamily buildings greater than two-stories.
7	5 or 7	2.4 Increased Compact Development Exceed the residential density (dwelling units/acre) of the census block group in which your project is located. Exceed by 2x for <i>[5 points]</i> ; exceed by 3x for <i>[7 points]</i> . In Rural/Tribal/Small Towns that do not have zoning requirements, build to a minimum net density of 7.5 units per acre for single-family houses; 12 units per acre for multifamily buildings, single and two-story; and 20 units per acre for multifamily buildings greater than two stories. <i>[5 points]</i>
Yes	M	2.5 Proximity to Services and Community Resources <i>(Mandatory for New Construction)</i> Locate the project within a 0.5-mile walk distance of at least four, or a 1-mile walk distance of at least seven, of the listed services. For projects that qualify as Rural/Tribal/Small Town, locate the project within 5 miles of at least four of the listed services.
Yes	M	2.6 Preservation of and Access to Open Space for Rural/Tribal/Small Town

Yes		M	Through on-site infiltration, evapotranspiration, and rainwater harvesting, retain precipitation volume from 70% precipitation event [6 points], 80% precipitation event [8 points], or 90% precipitation event [10 points].
No		4 or 6	3.6 Efficient Irrigation and Water Reuse <i>(Mandatory, if permanent irrigation is utilized)</i> If irrigation is utilized, install an efficient irrigation system per the requirements listed.
			3.7 Efficient Irrigation and Water Reuse <i>(Optional, if irrigation is utilized)</i> Meet the requirements of Criterion 3.6 AND: Option 1: Install an efficient irrigation system equipped with a WaterSense labeled weather- based irrigation controller (WBIC) OR Option 2: At least 50% of the site's irrigation satisfied by water use from the sources listed.
CRITERIA 3 SUBTOTAL			
5 of 5 Mandatory Criteria			
Optional Points			
0			

4. WATER

Yes		M	4.1 Water-Conserving Fixtures Reduce total indoor water consumption by at least 20% compared to baseline indoor water consumption chart. Any new toilet, showerhead, and/or lavatory faucet must be WaterSense certified. For all single-family homes and all dwelling units in buildings three stories or fewer, the supply pressure may not exceed 60 psi.
No		6 max	4.2 Advanced Water Conservation Reduce total indoor water consumption by at least 30% compared to baseline indoor water consumption chart. Any new toilet, showerhead, and/or lavatory faucet must be WaterSense certified.
Yes		M, 3	4.3 Water Quality Mandatory/Optional: Mandatory for Substantial Rehabs of buildings built before 1986; Optional for all other building types: Replace lead service lines [3 points]
		M	Mandatory: For multifamily buildings with either a cooling tower, a centralized hot water system, or 10+ stories: Develop a Legionella water management program
		8	Optional: Test and remediate as indicated for lead, nitrates, arsenic, and coliform bacteria
No		4	4.4 Monitoring Water Consumption and Leaks Conduct pressure-loss tests and visual inspections to determine if there are leaks; fix leaks. AND Install an advanced water monitoring and leak detection system capable of identifying and shutting water off during anomalous water events. OR Install a device to separately monitor water consumption of each cold branch off the apartment line riser for each dwelling unit or each cold water riser and the domestic hot water cold water feed for each building or each toilet that allows remote monitor readings; common laundry facilities; boiler makeup water; outdoor water consumption; and water consumption in any non- residential space.
No		4	4.5 Efficient Plumbing Layout and Design Store no more than 0.5 gallon of water in any piping/manifold between the fixture and the water heating source or recirculation line. No more than 0.6 gallon of water shall be collected from the fixture before a 10-degree Fahrenheit rise in temperature is observed. Recirculation systems must be demand-initiated.
No		6 max	4.6 Non-Potable Water Reuse Harvest, treat, and reuse rainwater and/or greywater to meet a portion of the project's non-potable water needs: 10% reuse [3 points]; 20% reuse [4 points]; 30% reuse [5 points]; 40% reuse [6 points].
No		8	4.7 Access to Potable Water During Emergencies Provide residents with ready access to potable water in the event of an emergency that disrupts normal access to potable water, including disruptions related to power outages that prevent pumping water to upper floors of multifamily buildings or pumping of water from on-site wells, per one of the three options listed.
CRITERIA 4 SUBTOTAL			
2 of 2 Mandatory Criteria			
Optional Points			
0			

5. OPERATING ENERGY

Yes		M	5.1a Building Performance Standard <i>(Mandatory for New Construction)</i> Certify all buildings with residential units in the project through either ENERGY STAR Multifamily New Construction, ENERGY STAR Manufactured Homes, and/or ENERGY STAR Certified Homes as relevant. AND Provide projected operating energy use intensity and projected operating building emissions intensity.
Yes		M	5.1b Building Performance Standard <i>(Mandatory for Rehab)</i> Provide projected operating energy use intensity and projected operating building emissions intensity. AND Conduct commissioning for compartmentalization, insulation installation, and HVAC systems as indicated. AND one of the following options: - ERI Option: -> HERS 80 for each dwelling unit. Exception for some Rehabs built before 1980. - ASHRAE Option: Energy performance of the completed building equivalent to, or better than, ASHRAE 90.1-2013 using an energy model created by a qualified energy services provider according to Appendix G 90.1-2016.
No		12 max	5.2a Moving to Zero Energy: Additional Reductions in Energy Use <i>(Not available for projects using prescriptive path for Criterion 5.1a or for projects following Criterion 5.2b or 5.4.)</i> Projects in CZ 1-4A following this criterion must also comply with Criterion 7.8. Design and construct a building that is projected to be more efficient than what is required by Criteria 5.1a/b. Achieve HERS score of 5 lower than required by 5.1a/b if following ERI path for compliance OR 5% greater efficiency than required if following ASHRAE path for 5.1a/b compliance [5 points]. Additional 1 point for each additional 2-point decrease in HERS score required by Criteria 5.1a/b if following ERI path for compliance OR for 1% greater efficiency if following ASHRAE path for Criteria 5.1a/b, up to a maximum of 12 optional points.
No		12-15	5.2b Moving to Zero Energy: Near Zero Certification

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	No	4 max	<i>(Mandatory for New Construction and Substantial Rehab. Moderate Rehabs that do not include work in the shower and tub areas are exempt from the shower and tub enclosure requirement.)</i> Use materials that have durable, cleanable surfaces throughout bathrooms, kitchens, and laundry rooms. Use moisture-resistant backing materials per ASTM # D 6329 or 3273 behind tub/shower enclosures, apart from one-piece fiberglass enclosures which are exempt.
Yes		M	6.7 Regional Materials
Yes		M	Use products that were extracted, processed, and manufactured within 500 miles of the project for a minimum of 90%, based on weight or on cost, of the amount of the product category installed. Select any or all of these options (every two compliant materials can qualify for 1 point): • Framing Cladding (e.g. siding, masonry, roofing) • Flooring Concrete/cement and aggregate • Drywall/interior sheathing
Yes	No	M	6.8 Managing Moisture: Foundations
			<i>(Mandatory for all New Construction projects and all Rehab projects with either basement and/or crawl space foundations)</i> Install capillary breaks and vapor retarders that meet specified criteria appropriate for the foundation type.
Yes	No	M	6.9 Managing Moisture: Roofing and Wall Systems
			<i>(Mandatory for all Rehab projects that include deficiencies in or include replacing particular assemblies called out below. New Construction projects are considered compliant per Criterion 5.1.)</i> Provide water drainage away from walls, window, and roofs by implementing the list of techniques.
	No	6 max	6.10 Construction Waste Management
		2	(6 max) Develop and implement a waste management plan that reduces non-hazardous construction and demolition waste through recycling, salvaging, or diversion strategies through one of the three options. Achieve optional points by going above and beyond the requirement.
			6.11 Recycling Storage
			For projects with municipal recycling infrastructure and/or haulers, provide separate bins for the collection of trash and recycling for each dwelling unit and all shared community rooms. OR For projects without that infrastructure, advocate to the local waste hauler or municipality for regular collection of recyclables.
			CRITERIA 6 SUBTOTAL
			5 of 5 Mandatory Criteria
			Optional Points
			0

YES / NO	OPTIONAL POINTS	7. HEALTHY LIVING ENVIRONMENT
Yes		7.1 Radon Mitigation
Yes		<i>(Mandatory for New Construction and Substantial Rehab)</i> For New Construction in EPA Zone 1 areas, install passive radon-resistant features below the slab and a vertical vent pipe with junction box within 10 feet of an electrical outlet in case an active system should prove necessary in the future. For Substantial Rehab projects in EPA Zone 1, test before and after the retrofit and mitigate per the specified protocols.
Yes		7.2 Reduce Lead Hazards in Pre-1978 Buildings
Yes		<i>(Mandatory for Substantial Rehab of Buildings Constructed Before 1978)</i> Conduct lead risk assessment or inspection to identify lead hazards. Control identified lead hazards using lead abatement or interim controls, using lead-safe work practices that minimize and contain dust.
Yes		7.3 Combustion Equipment
Yes		For New Construction and Rehab projects: Specify power-vented or direct-vent equipment when installing any new combustion appliance for space or water heating that will be located within the conditioned space. If there are any combustion appliances within the conditioned space, install one hard-wired carbon monoxide (CO) alarm with battery backup function for each sleeping zone, placed per National Fire Protection Association (NFPA) 72. For Rehabs: If there is any combustion equipment located within the conditioned space for space or water heating that is not power-vented or direct-vent and that is not scheduled for replacement, conduct combustion safety testing prior to and after the retrofit; remediate as indicated.
Yes		7.4 Garage Isolation
Yes		• Provide a continuous air barrier between the conditioned space and any garage space to prevent the migration of any contaminants into the living space. Visually inspect common walls and ceilings between attached garages and living spaces to ensure that they are air-sealed before insulation is installed. • Do not install ductwork or air handling equipment for the conditioned space in a garage. • Fix all connecting doors between conditioned space and garage with gaskets or make airtight. • Install one hard-wired CO alarm with battery backup function for each sleeping zone of the project, placed per NFPA 72 unless the garage is mechanically ventilated or an open parking structure.
Yes		7.5 Integrated Pest Management
Yes	10	Seal all wall, floor, and joint penetrations with low-VOC caulking or other appropriate nontoxic sealing methods to prevent pest entry.
Yes		7.6 Smoke-Free Policy
Yes	No	<i>(Mandatory and Optional)</i> Mandatory: Implement and enforce a smoke-free policy in all common areas and within a 25-foot perimeter around the exterior of all residential buildings. Lease language must prohibit smoking in these locations and provide a graduated enforcement policy. Make the smoke-free policy readily available. Optional: Expand the policy above to include all indoor spaces in the property.
Yes	No	7.7 Ventilation
No	No	<i>(Mandatory for New Construction and Substantial Rehab; Optional for Moderate Rehab)</i> For each dwelling unit in full accordance with ASHRAE 62.2-2010, install: • A local mechanical exhaust system in each bathroom <i>[3 points if Moderate Rehab]</i> • A local mechanical exhaust system in each kitchen <i>[3 points if Moderate Rehab]</i> • A whole-house mechanical ventilation system <i>[3 points if Moderate Rehab]</i> Verify these flow rates are either within +/- 15 CFM or +/- 15% of design value. For each multifamily building of four or more stories, in full accordance with ASHRAE-162.1-2010, install: • A mechanical ventilation system for all hallways and common spaces <i>[3 points if Moderate Rehab]</i> For all project types, in addition to the above requirements: • All systems and ductwork must be installed per manufacturer's recommendations • All bathroom fans must be ENERGY STAR-labeled and wired for adequate run-time. • If using central ventilation systems with rooftop fans, each fan must be direct-drive and variable-speed with speed controller mounted near the fan. Fans with design CFM 300-2000 must also have an ECM motor.
		7.8 Dehumidification

No No Yes No 8	3	<i>(Mandatory for properties in Climate Zones 1A, 2A, 3A, and 4A following Criterion 5.2a, 5.2b, or 5.4. Optional for all other properties.)</i> Option 1: Design, select, and install supplemental dehumidification equipment to keep relative humidity OR Option 2: Equip all dwelling units with dedicated space, drain, and electrical hook-ups for permanent supplemental dehumidification systems to be installed if needed and install interior RH monitoring equipment as described.
	3	7.9 Construction Pollution Management Option 1: Earn the EPA Indoor airPlus label OR Option 2: In all dwelling units, seal all heating, cooling, and ventilation return and supply floor ducts and returns throughout construction to prevent construction debris from entering. Flush all dwelling units after completion of construction and prior to occupancy for either 48 hours or with at least 14,000 ft3 per ft2 of floor area, then replace all air handling equipment filters.
	8	7.10 Noise Reduction Option 1: Test and demonstrate that noise levels in bedrooms meet 30 dB LAeq (continuous) and 45 dB LMax, (single sound). OR Option 2: Provide a noise abatement plan specific to the site covering general noise mitigation techniques in accordance with 24 CFR 51B. OR Option 3: Ensure all exterior wall and party wall penetrations are sealed with acoustical sealant, all party walls and floor/ceiling assemblies have an STC rating of at least 55, and exterior windows and doors in projects near a significant exterior noise source have an STC rating of at least 35
	8	7.11 Active Design: Promoting Physical Activity <i>(All projects must comply with at least one of either Criterion 7.11, 7.12, or 7.13. Points are not available for that criterion, but, are available for projects that meet two or three of these criteria.)</i> Option 1: Encouraging Everyday Stair Usage (buildings that include stairs as the only means to travel from one floor to another are not eligible for this option.) Provide a staircase that is accessible and visible from the main lobby and is visible within a 25-foot walking distance from any point in the lobby per the specifications listed. Place point-of-decision signage. OR Option 2: Activity Spaces. Provide on-site dedicated recreation space with exercise or play opportunities for adults and/or children that is open and accessible to all residents; see criterion for specifics.
	8	7.12 Beyond ADA: Universal Design <i>(All projects must comply with at least one of either Criterion 7.11, 7.12, or 7.13. Points are not available for that criterion, but, are available for projects that meet two or three of these criteria.)</i> Select and implement at least one of the Options with at least three different strategies in at least 75% units. Option 1: Create welcoming and accessible spaces that encourage equitable use and social connections. Option 2: Create spaces that are easy and intuitive to use and navigate. Option 3: Promote safety and create spaces that allow for human error. Option 4: Create spaces that can be accessed and used with minimal physical effort. Option 5: Create spaces with the appropriate size and space to allow for use, whatever the user's form of mobility, size, or posture.
	8	7.13 Healing-Centered Design <i>(All projects must comply with at least one of either Criterion 7.11, 7.12, or 7.13. Points are not available for that criterion, but, are available for projects that meet two or three of these criteria.)</i> Select and implement at least two of the Options with at least two different strategies listed in at least 75% units. Option 1: Provide an environment that promotes feelings of real and perceived safety. Option 2: Create flexible spaces that allow for personalization and/or manipulation to meet individual and community needs. Option 3: Connect residents and staff to a living landscape and the natural environment. Option 4: Utilize art and culture in project design and programming and promote social connectedness.
	18	CRITERIA 7 SUBTOTAL 7 of 8 Mandatory Criteria Optional Points
YES / NO	OPTIONAL POINTS	8. OPERATIONS, MAINTENANCE + RESIDENT ENGAGEMENT
Yes	M	8.1 Building Operations & Maintenance Manual and Plan <i>(For all Multifamily projects)</i> Develop a manual with thorough building operations and maintenance (O&M) guidance and a complementary plan. The manual and plan should be developed over the course of the project design, development, and construction stages, and should include sections/chapters addressing the list of topics.
Yes	M	8.2 Emergency Management Manual <i>(For all Multifamily projects)</i> Provide a manual on emergency operations targeted toward operations and maintenance staff and other building-level personnel. The manual should address responses to various types of emergencies, leading with those that have the greatest probability of negatively affecting the project. The manual should provide guidance as to how to sustain the delivery of adequate housing throughout an emergency and cover a range of topics, including but not limited to: • communication plans for staff and residents • useful contact information for public utility and other service providers • infrastructure and building, "shutdown" procedures • plan for regular testing of backup energy systems, if these exist
Yes	M	8.3 Resident Manual Provide a guide for homeowners and renters that explains the intent, benefits, use, and maintenance of their home's green features and practices. The Resident Manual should encourage green and healthy activities per the list of topics.
Yes	M	8.4 Walk-Throughs and Orientations to Property Operation Provide a comprehensive walk-through and orientation for all residents, property manager(s), and buildings operations staff.
Yes	M	8.5 Energy and Water Data Collection and Monitoring For rental properties, upload project energy and water performance data in an online utility benchmarking platform annually for at least five years from time of construction completion per one of the four methods provided; grant Enterprise view access for that period. For owner-occupied units, collect and monitor utility data in a manner that allows for easy access and review.
	0	CRITERIA 8 SUBTOTAL 5 of 5 Mandatory Criteria Optional Points
		TOTAL 39 of 35 Mandatory Criteria 40 Optional Points

EXHIBIT 7
Summary of LIHTC Contracts

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Exhibit 7

Summary of LIHTC Contracts

Phase 2

- 2026 Federal Low-Income Housing Tax Credit Reservation Agreement, January 27, 2026

This Agreement states that Owner will lease all 70 units of the Amasa Arroyo Apartments Project (which is a scatter site development across this Project site and another site in unincorporated Grand County to the following rent limits):

	<u>Units</u>	<u>Rents</u>	<u>Income</u>
5	4 bedroom, 2 bath units	50% of area median income	55% of area median income
7	3 bedroom, 1 bath units	50% of area median income	55% of area median income
1	2 bedroom, 1 bath unit	50% of area median income	55% of area median income
1	1 bedroom, 1 bath unit	50% of area median income	55% of area median income
1	4 bedroom, 2 bath unit	45% of area median income	50% of area median income
6	3 bedroom, 1 bath units	45% of area median income	50% of area median income
22	2 bedroom, 1 bath units	45% of area median income	50% of area median income
13	1 bedroom, 1 bath units	45% of area median income	50% of area median income
1	4 bedroom, 2 bath unit	39% of area median income	44% of area median income
1	3 bedroom, 1 bath unit	39% of area median income	44% of area median income
7	2 bedroom, 1 bath units	39% of area median income	44% of area median income
5	1 bedroom, 1 bath units	25% of area median income	30% of area median income

EXHIBIT 8

Required Private Infrastructure

New Construction (1 Residential Building)

- **Sewer:** New sewer lines to support new construction building.
- **Water:** New water lines to support new construction building.
- **Electrical:** New underground electrical lines and one transformer to support new construction building.
- **Storm Drain:** New storm drain piping to connect to city lines along Kane Creek to support new residential building and its parking area.
- **Access:** New parking stall area (10 stalls).

Rehab (5 Buildings)

- **Sewer:** Use existing lift station and sewer lines already constructed for rehab building.
 - **Water:** Use existing infrastructure already constructed for rehab buildings. Install new water lines to route around Phase 2 new construction.
 - **Electrical:** Upgrade electrical panel and transformer (from RMP); use existing connections already constructed for rehab buildings.
 - **Storm Drain:** Use existing infrastructure.
 - **Access:** Use existing infrastructure.
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Shared Items

- One garbage collection area.

EXHIBIT 9
Summary of MMC Exceptions And Waivers

- Section 3.2.1 – “Front yard setbacks for the Project shall be five (5) feet to accommodate the extrusion of the open staircase for the new eight (8) -plex building to be constructed for the Project.”
- **Section 5 – “LIHTC Requirements and Waiver of City AEH Requirements.** Developer agrees to: (i) comply with the terms of its LIHTC contracts, the applicable terms and conditions of which are summarized in **Exhibit 7**; (ii) execute and record LURAs against the Property that comply with its LIHTC contracts and all applicable laws; and (iii) comply with each LURA it executes and records against the Property. In light of Developer’s commitments under this Section, the City waives the requirements of Chapter 17.64 of the MMC regarding Active Employee Households (“AEH”) as applied to the project.”

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