

RECORD AGAINST THE FOLLOWING PARCEL OF LAND:

01-0001-0200

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 HOLDINGS LLC**

THIS DEVELOPMENT AGREEMENT (the “**Agreement**”) is entered by and between AMASA HOLDINGS 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 4.54 acres of real property with the City’s R-3 zone located at 57 Kane Creek Boulevard, as more particularly described in **Exhibit 1** (the “**Property**”).

B. Developer has applied to the City on behalf of the future owners of each phase of development to construct a moderate-income multi-housing project on the Property consisting of three phases, each to be owned by an affiliate of Developer, that would involve: (a) the construction of forty-four (44) new construction units containing twenty-one (21) two (2) bedroom units, eleven (11) three (3) bedroom units, twelve (12) four (4) bedroom units and 6 rehabilitation units containing six (6) two (2) bedroom units and construction of a clubhouse and leasing office building with unit mix affordability indicated on Exhibit 2 hereto (“**Phase 1**”); (b) eight (8) new construction one (1) bedroom units in one building and rehabilitation of thirty (30) two (2) bedroom units across five (5) existing buildings with unit mix affordability s indicated on Exhibit 2 hereto (“**Phase 2**”); and (c) development of up to four (4) buildings including up to twelve (12) units (“**Phase 3**”, collectively with Phase 1 and Phase 2, the “**Project**”).

C. Developer or its affiliates (in this context, “LIHTC Developer”) have received awards of Low-Income Housing Tax Credits (“**LIHTC**”) c for Phases 1 and 2. The LIHTC program requires, among other things: (i) LIHTC Developer to construct 52 units of new affordable rental units and rehab the 36 existing affordable rental units in exchange for certain tax incentives; and (ii) LIHTC Developer to execute and record land use restrictive agreements (“**LURAs**”) to ensure that the units are used for affordable housing for a period of 50 years from

the effective date of each respective LURA.

D. As part of the Project, Developer shall subdivide 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 Moab Municipal Code (the “**Code**”), provided that Developer desires to have the option of utilizing condominium division of units within four (4) of the parcels .

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

F. The Project includes several unique characteristics that require exceptions to the Moab Municipal Code (the “**MMC**”), including the City’s setback and parking requirements.

G. The Parties desire to enter into this Agreement to enact development standards that are specific to the unique and complex nature of the Project.

H. In connection with the transfer of the townhouse parcels applicable to each phase of the Project to the respective owners of each phase, the Parties anticipate that the applicable portions of this Agreement would be released at the transfer of said parcel(s) to the new phase owner and replaced by phase-specific development agreements that are acceptable to the City.

I. 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.

J. 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**”).

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 each phase of 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 exceptions to the MMC:

3.2.1. Front yard setbacks for the Project shall be ten (10) feet; and

3.2.2. The total number of parking stalls for the Project shall be determined based on the following requirements: one (1) stall per one bedroom unit and 1.5 stalls per two bedroom+ unit on Phase 1 and Phase 2 and one (1) stall per unit on Phase 3.

3.3 Project Phasing. Developer shall construct the Project in approximate accordance with the phasing schedule attached as **Exhibit 2**. The City shall approve any modifications to the phasing schedule administratively without the need for further Council review or approval.

3.4. Development .

3.4.1. *Generally.* Developer shall work with City staff to develop the number of parcels that shall be required for each Phase, provided that, except as expressly modified by this agreement, such subdivisions shall comply with the applicable provisions of Title 16 of the MMC that govern a townhome development. The Parties anticipate that the parcels shall be subdivided in a manner similar to **Exhibit 3**, which depicts conceptual boundaries for the proposed subdivisions. The City's Planning Coordinator shall have authority to approve these subdivisions administratively, including any exceptions that may be required to the MMC in accordance with MMC 16.08.030.

3.4.2. *Land Use Authorities.* The Moab City Planning Commission ("Planning Commission") shall be the land use authority responsible for reviewing and approving or denying the preliminary site plan for the Project and the preliminary plat for the Project. The Planning Coordinator shall be the land use authority responsible for reviewing and approving or denying the final site plan for each phase and the final plat for each phase if they are consistent with the preliminary site plan and preliminary plat the Planning Commission approved. If the Planning Coordinator determines in their sole discretion that a final site plan or final plat is not consistent with the preliminary site plan or preliminary plat the Planning Commissioner approved, the Planning Coordinator may refer the final site plan or final plat to the Planning Commission for review and approval or denial.

3.4.3. *Site Plan Process.* Developer shall prepare and submit a preliminary site plan for the Project that complies with MMC 17.67.040 and final site plans for each phase that comply with MMC 17.65.110. The preliminary site plan and all final site plans 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 plans attached as **Exhibit 4**. Developer shall submit the preliminary site plan for the Project to the Planning Coordinator to review for completeness and for compliance with the MMC and this Agreement. After verifying that the preliminary site plan for the Project is complete and complies with the MMC and this Agreement, the Planning Coordinator shall refer the preliminary site plan to the Planning Commission for review and action. Developer shall submit all final site plans to the Planning Coordinator, who shall administratively approve such plans after verifying that they are complete and comply with the MMC and this Agreement.

3.4.4. *Platting Process*. Developer shall prepare a preliminary plat for the Project and final plats for each phase that comply with Chapter 16.16 of the MMC. Developer shall submit the preliminary plat for the Project to the Planning Coordinator to review for completeness and for compliance with the MMC and this Agreement. After verifying that the preliminary plat for the Project is complete and complies with the MMC and this Agreement, the Planning Coordinator shall refer the preliminary plat to the Planning Commission for review and action. Developer shall submit all final plats to the Planning Coordinator, who shall administratively approve such plats after verifying that they are complete and comply with the MMC and this Agreement.

3.4.5. *Amendments*. The preliminary site plan for the Project and the preliminary plat for the Project, or subsequent revision 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. The applicable land use authority designated in Section 3.4.2 shall have authority to act upon amendments to the preliminary site plan for the Project, a final site plan, the preliminary plat for the Project, and final plats. The Planning Coordinator, in their sole discretion, may refer amendments to the final site plan for the Project or a 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 Project.

3.4.6. *Condominium Parcels*. Developer shall have the right to develop up to four (4) of the parcels as condominium developments (the "**Condominium Parcels**"), the units for which Developer may rent or sell in its discretion. The provisions of the MMC regarding condominiums, including Chapter 17.79, shall govern the development of those parcels Developer designates as Condominium Parcels, which shall be subject to covenants, conditions, and restrictions ("**CC&Rs**") that Developer shall prepare and record against such parcels to govern the interaction of the individual ownership rights of these parcels with the rights of other residents of the Project. The total number of units in the Condominium Parcels shall not exceed twelve (12) units, collectively.

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 Project shall designate the Common Areas as such and shall grant all residents of the Project access to and use of said Common Areas, regardless of the ownership of any parcels that may result from the subdivision of the Property under this Agreement.

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 2**.

4. **Approval Process for Development Applications.** The City shall process applications for development of the Project in accordance with the provisions of the MMC and this Agreement. 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.
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 lieu 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 to the City all of the fees, including, but not limited to, 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 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 Infrastructure to Service the Project. Developer agrees to construct and install the 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. Developer may be required to enter into a Development Improvements Agreement and be required to dedicate all Required Infrastructure and associated property interests to the City as provided in MMC 17.67.070.

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 subdivision plats that are located within that portion of the Project constructed on the Property, if any.

8.4. City Provided Services. The City agrees that it shall make available to the Project (subject to completion of Developer's construction of the improvements Developer is required to construct hereunder, and where applicable, application for service, issuance of applicable permits and payment of connection fees and applicable commodity usage rates) 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 thereafter, 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. Subject to Section 7.2, upon closing of each Phase of the Project and the transfer of the parcel(s) applicable to each phase to the applicable Phase owner, the portions of this Agreement that apply to the phase in question shall terminate and be replaced by a new development agreement that: (i) consistent with this Agreement; (ii) acceptable to the City; (iii) is applicable to that specific phase only; and (iv) has a term that is equal to the Term.

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.

. Neither this Agreement nor any of its provisions, terms or conditions may be assigned to any other Party, individual or entity without assigning the rights as well as the responsibilities under this Agreement without 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.

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, including, but not limited to injunctive relief, specific performance and termination, but not including 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 LIHTC contracts 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 10.3 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) period of any and all 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 Holdings LLC
50 N. 600 W., Unit D
Salt Lake City, Utah 84116
ivan@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

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. This Agreement shall not be recorded before Developer purchases 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 Ann. §§ 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 Code 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 above-stated 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 _____, 2025, 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 HOLDINGS LLC, a Utah limited liability company

By: Ivan Carroll
Its: Managing Members

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On the ____ day of _____, 2025, personally appeared before me Ivan Carroll, who being by me duly sworn, did say that he/she is the Managing Member of AMASA HOLDINGS LLC, a Utah limited liability company, who duly acknowledged to me that they executed the foregoing instrument on behalf of the later mentioned limited liability company.

NOTARY PUBLIC

EXHIBIT 1

Legal Description of Property

BEGINNING AT THE NORTHWEST CORNER OF LOT 1, BLOCK M, PLAT D, OF THE MOUNTAINVIEWSUBDIVISION, AND RUNNING: THENCE NORTH 3°38'00" EAST 180.00 FEET; THENCE NORTHEASTERLY, 15.71 FEET ALONG THE ARC OF A 10.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT (CENTER BEARS SOUTH 86°22'00" EAST, AND THE LONG CHORD BEARS NORTH 48°38'00" EAST 14.14 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00"); THENCE SOUTH 86°22'00" EAST 507.70 FEET; THENCE SOUTHEASTERLY 540.15 FEET ALONG THE ARC OF A 620.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT (CENTER BEARS SOUTH 3°38'00" WEST, AND THE LONG CHORD BEARS SOUTH 61°24'30" EAST 523.23 FEET, THROUGH A CENTRAL ANGLE OF 49°55'00"); THENCE SOUTH 36°27'00" EAST 54.87 FEET; THENCE SOUTHWESTERLY 15.71 FEET ALONG THE ARC OF A 10.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT (CENTER BEARS SOUTH 53°33'00" WEST, AND THE LONG CHORD BEARS SOUTH 8°33'00" WEST 14.14 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00"); THENCE SOUTH 53°33'00" WEST 180.00 FEET, TO THE EASTERLY CORNER OF LOT 11, BLOCK M, PLAT D OF THE MOUNTAINVIEW SUBDIVISION; THENCE NORTH 36°27'00" WEST 64.87 FEET; THENCE NORTHWESTERLY 374.62 FEET ALONG THE ARC OF A 430.00-FOOT RADIUS TANGENT CURVE TO THE LEFT (CENTER BEARS SOUTH 53°33'00" WEST, AND THE LONG CHORD BEARS NORTH 61°24'30" WEST 362.88 FEET, THROUGH A CENTRAL ANGLE OF 49°55'00"); THENCE NORTH 86°22'00" WEST 517.70 FEET, TO THE POINT OF BEGINNING.

PARCEL CONTAINS: 197,549 SQUARE FEET, OR 4.535 ACRES.

EXHIBIT 2

Project Phasing Schedule

Phase	Anticipated Timeline	Description
Phase 1	2026-2027	▪ Construction of two new three-story buildings at the center of the Property with 44 total units, including 21 two-bedroom units, 11 three-bedroom units, and 12 four-bedroom units. ▪ Rehabilitation of existing building with 6 two-bedroom units. ▪ Construction of new leasing office, clubhouse, and community playground, parking, and circulation, all of which shall be designated as “common areas” accessible to all residents of the Project in accordance with the Agreement. ▪ 55% Area Median Income (“AMI”) Unit Mix: 1 two bedroom unit, 1 three bedroom unit, and 8 four bedroom units. ▪ 50% AMI Unit Mix: 20 two bedroom units, 7 three bedroom units, and 3 four bedroom units. ▪ 44% AMI Unit Mix: 1 two bed room unit, 3 three bedroom units, and 1 four bedroom unit ▪ 30% AMI Unit Mix: 5 two bedroom units.
Phase 2	2026-2028	▪ Construction of one new three-story building at the west side of the Property with 8 one-bedroom units. ▪ Rehabilitation of five existing buildings with six two-bedroom units each for a total of 30 rehabilitated units. ▪ All parking and circulation constructed in conjunction with this Phase shall be designated as “common areas” accessible to all residents of the Project in accordance with the Agreement. ▪ 25% AMI Unit Mix: 3 one bedroom units ▪ 39% AMI: 7 two bedroom units ▪ 45% AMI Unit Mix: 4 one bedroom units and 22 two bedroom units ▪ 50% AMI Unit Mix: 1 one bedroom unit and 1 two bedroom unit
Phase 3	2027-2030	▪ Construction of up to four new housing buildings, which shall be located in the corners of the Property, and which Developer may develop as Condominiums with units Developer may rent or sell. The number of total units for these Condominium Parcels may not exceed twelve (12) units, collectively.

EXHIBIT 3

Conceptual Plat (Attached)

EXHIBIT 4

Conceptual Site Plan (Attached)

EXHIBIT 5

Common Areas

- CLUBHOUSE & LEASING OFFICE
- PLAYGROUND
- PARKING LOTS AND DRIVE AISLES
- SIDEWALKS AND PATHS
- CARPORTS (EXISTING AND NEW)
- GARBAGE COLLECTION AREAS

EXHIBIT 6

Sustainability Requirements

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

EXHIBIT 7

Summary of LIHTC Allocations

Phase 1

- **2025 Federal Low-Income Housing Tax Credit Reservation Agreement, January 14, 2025**
- **2025 Low-Income Housing Credit Carryover Allocation Agreement, October 30, 2025**

The Agreements state that Owner will lease all 50 units of the Project according to the following rent limits:

Units	Type	Rent Limits
1	2 bedroom, 1 bathroom unit	50% of area median income
1	3 bedroom, 1 bathroom unit	50% of area median income
8	4 bedroom, 2 bathroom units	50% of area median income
20	2 bedroom, 1 bathroom units	45% of area median income
7	3 bedroom, 1 bathroom units	45% of area median income
3	4 bedroom, 2 bathroom units	45% of area median income
1	2 bedroom, 1 bathroom unit	39% of area median income
3	3 bedroom, 1 bathroom units	39% of area median income
1	4 bedroom, 2 bathroom unit	39% of area median income
5	2 bedroom, 1 bathroom units	25% of area median income

Phase 2

- **Conditional Reservation of 2026 Federal Low-Income Housing Tax Credits Letter**
 - **Unit mix and AMI mix forthcoming in formal reservation letter expected 2026, however, it is noted that based on the application and conditional reservation, Phase 2 is locked in to include 8 units of new construction affordable housing and 30 units of rehabilitated affordable housing, all which will be required to be affordable at or below 50% AMI.**

EXHIBIT 8

Required Infrastructure

Phase 1 – New Construction (2 Residential Buildings, 1 Clubhouse)

- **Sewer:** New sewer lines and new lift station to support all three new construction buildings.
- **Water:** New water lines to support all three new construction buildings.
- **Electrical:** New underground electrical lines and one transformer to support all three new construction buildings.
- **Storm Drain:** New underground detention and storm drain piping to connect to city lines along Kane Creek to support two new residential buildings and their parking area. For the clubhouse and its parking area, a new retention sump.
- **Access:** New drive aisle and parking area (53 stalls) for two new residential buildings. Clubhouse has two existing parking lot entrances that shall remain. Adding parking (19 stalls) to the existing parking area in front of the clubhouse.

Phase 1 – Rehab (1 Building)

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

Phase 2 – New Construction

- **Sewer:** New sewer lines shall connect into Phase 1 stub which connects to Phase 1 lift station, sized to handle additional 8 units.
- **Water:** New water line to connect to the main line on Kane Creek Blvd (stubbed during street reconstruction).
- **Electrical:** New underground electrical lines and one transformer.
- **Storm Drain:** New infrastructure to retain water on site or detain water that then flows into city's system.
- **Access:** Two existing parking lot entrances shall remain. Developer is responsible for constructing and installing adequate parking that complies with the MMC and this Agreement.

Phase 2 – Rehab

- **Sewer:** Use existing lift station and sewer lines already constructed for rehab building.
- **Water:** When Phase 1 new construction occurs, Developer shall install new water lines, which it shall construct around Phase 1 new construction (clubhouse building).
- **Electrical:** Use existing infrastructure and upgraded electrical panel for new water heating system.

- **Storm Water:** Use existing infrastructure.
 - **Access:** Two existing parking lot entrances shall remain.
-

Phase 3

- **Sewer:** New sewer lines across all four corners parcels to tie into the new lift station (sized appropriately).
 - **Water:** Water lines connect to the city infrastructure on Mountain View and Aspen streets.
 - **Electrical:** New underground electrical lines and transformer.
 - **Storm Drain:** New infrastructure to retain water on site or detain water that then flows into city's system.
 - **Access:** Street frontage access on Mountain View and Aspen and residents can park in the stalls existing or built during Phase 1 and 2.
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Shared Items

- Three concrete garbage pads + dumpsters
 - Two built during Phase 1, one built during Phase 2, and all other phases could use.



2020 ENTERPRISE GREEN COMMUNITIES CRITERIA CHECKLIST

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:</i> Complete a Cultural Resilience Assessment OR <i>Option 2:</i> Convene a Cultural Advisory Group
		CRITERIA 1 SUBTOTAL 4 of 4 Mandatory Criteria 0 Optional Points

YES / NO	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 <i>(Mandatory for New Construction Rural/Tribal/Small Town)</i> <i>Option 1:</i> Locate the project within a 0.25-mile walk distance of dedicated public open space that is a minimum of 0.75 acres; at least 80% of which unpaved. OR <i>Option 2:</i> Set aside a minimum of 10% (minimum of 0.25 acres) of the total project acreage as open and accessible to all residents; at least 80% of which unpaved.

	NA	6 max	2.7 Preservation of and Access to Open Space Option 1: Locate the project within a 0.25-mile walk distance of dedicated open space that is a minimum of 0.75 acres; at least 80% of which unpaved. OR Option 2: Set aside a percentage of permanent open space for use by all residents; at least 80% of which unpaved. 25% [2 points] ; 35% [4 points] ; 45% + written statement of preservation/ conservation policy [6 points] .
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CRITERIA 2 SUBTOTAL

7 of 7

Mandatory Criteria

Optional Points

7

YES / NO	OPTIONAL POINTS	3. SITE IMPROVEMENT
Yes		3.1 Environmental Remediation Determine whether there are any hazardous materials present on the site through one of the four methods listed. Mitigate any contaminants found.
Yes		3.2 Minimization of Disturbance during Staging and Construction For sites >1 acre, implement EPA's National Pollutant Discharge Elimination System Stormwater Discharges from Construction Activities guidance, or local requirements, whichever is more stringent. For sites with an area <= 1, follow guidance in full criterion.
Yes		3.3 Ecosystem Services/Landscape (Mandatory, if providing landscaping) If providing plantings, all must be native or climate-appropriate (adapted) to the region and appropriate to the site,Â’s soil and microclimate. Do not introduce any invasive plant species. Plant, seed, or xeriscape all disturbed areas.
Yes		3.4 Surface Stormwater Management (Mandatory for New Construction; Mandatory for Substantial and Moderate Rehab projects if land disturbed is >= 5,000 sq.ft.) Treat or retain on-site precipitation equivalent to the 60th percentile precipitation event. Where not feasible due to geotechnical issues, soil conditions, or the size of the site, treat or retain the maximum volume possible.
	No	3.5 Surface Stormwater Management 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].
Yes		3.6 Efficient Irrigation and Water Reuse (Mandatory, if permanent irrigation is utilized) If irrigation is utilized, install an efficient irrigation system per the requirements listed.
	No	3.7 Efficient Irrigation and Water Reuse

4 or 6

			(Optional, if irrigation is utilized) 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	
YES / NO	OPTIONAL POINTS	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	No	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,Âs 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	
YES / NO	OPTIONAL POINTS	5. OPERATING ENERGY	
Yes		M	5.1a Building Performance Standard (Mandatory for New Construction) 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 (Mandatory for Rehab) 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 (Not available for projects using prescriptive path for Criterion 5.1a or for projects following Criterion 5.2b or 5.4.) 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 [Automatic Qualification for Enterprise Green Communities Certification Plus] (Not available for projects following Criterion 5.2a or 5.4.) Projects in CZ 1-4A following this criterion must also comply with Criterion 7.8. Certify the project in a program that requires advanced levels of building envelope performance such as DOE ZERH [12 points] and/or PHI Classic or PHIUS+ [15 points].
	No	3-6	5.3a Moving to Zero Energy: Photovoltaic/Solar Hot Water Ready (Not available for projects following Criterion 5.3b or 5.4.) Orient, design, engineer, wire, and/or plumb the development through the Photovoltaic Ready pathway or Solar Hot Water Ready Pathway to accommodate installation of photovoltaic (PV) or solar hot water system in the future.
	No	8 max	5.3b Moving to Zero Energy: Renewable Energy

	No	4-8	24		(Not available for projects following Criterion 5.3a or 5.4) Install renewable energy source to provide a specified percentage of the project’s estimated source energy demand. See full criterion for allowable sources. Option 1: For percentage of total project energy consumption provided by renewable energy. OR Option 2: For percentage of common area meter energy consumption provided by renewable energy.
		1-5			
					5.4 Achieving Zero Energy
					[Automatic Qualification for Enterprise Green Communities Certification Plus] (Not available for projects following Criterion 5.2a, 5.2b, 5.3a, or 5.3b.) Projects in CZ 1-4A following this criterion must also comply with Criterion 7.8. Achieve Zero Energy performance through one of the following options: Option 1: Certify each building in the project to DOE Zero Energy Ready Home program or PHI Plus AND Either install renewables and/or procure renewable energy, which in sum will produce as much, or more, energy in a given year than the project is modeled to consume. OR Option 2: Certify each building in the project in a program that requires zero energy performance such as PHIUS+ Source Zero, PHI Plus, PHI Premium, ILFI, Zero Energy Petal, Zero Carbon Petal, or Living Building Certification.
		5 max			5.5a Moving to Zero Carbon: All-Electric Ready (Not available for projects following Criterion 5.5b) Ensure the project has adequate electric service and has been designed and wired to allow for a seamless switch to electricity as a fuel source in the future for the following uses: space heating [1 point], space cooling [1 point], water heating (DHW) [1 point], clothes dryers [1 point], equipment for cooking [1 point].
		15		15	15
	Yes			M	5.6 Sizing of Heating and Cooling Equipment (Mandatory for Substantial and Moderate Rehabs that include replacement of heating and cooling equipment. Not relevant for projects following 5.1a, 5.2b, or 5.4.) Size and select heating and cooling equipment in accordance with ACCA manuals J and S OR in accordance with the ASHRAE Handbook of Fundamentals
	Yes			M	5.7 ENERGY STAR Appliances (Mandatory for Substantial and Moderate Rehabs providing appliances. Not relevant for projects following 5.1a, 5.2b, or 5.4.) Install ENERGY STAR clothes washers, dishwashers, and refrigerators. If appliances will not be installed or replaced at this time, specify that at the time of installation or replacement, ENERGY STAR models must be used via Criterion 8.1 and Criterion 8.4.
	Yes			M	5.8 Lighting (Mandatory for all lighting within New Construction and Substantial Rehab projects. Mandatory for new lighting in Moderate Rehab projects.) Follow the guidance for high-efficacy permanently installed lighting and other characteristics for recessed light fixtures, lighting controls, lighting power density, and exterior lighting.
	No			8	5.9 Resilient Energy Systems: Floodproofing (Not relevant for Rehab projects in Special Flood Hazard Areas) Conduct floodproofing of lower floors, including perimeter floodproofing (barriers/shields). Design and install building systems as specified by the full criterion so that the operation of those systems will not be grossly affected in case of a flood.
No		8	5.10 Resilient Energy Systems: Critical Loads Loads Provide emergency power to serve at least three critical energy loads as described by the full criterion. Option 1: Islandable PV system OR Option 2: Efficient generator		
			CRITERIA 5 SUBTOTAL		
			5 of 5	Mandatory Criteria	
			15	Optional Points	
6. MATERIALS					
YES / NO	No	8 max			6.1 Ingredient Transparency for Material Health Install products that have publicly disclosed inventories characterized and screened to 1,000 ppm or better: ■ 1 point per 5 installed Declare or HPD products from at least three different product categories ■ 1 point per 2 installed Declare or HPD products in any of these categories: adhesives, sealants, windows ■ 1 point per each product with third-party verified HPD or third-party verified Declare label ■ 2 points per each product with third-party verified HPD or third-party verified Declare label in any of these categories: adhesives, sealants, windows
		3 max			6.2 Recycled Content and Ingredient Transparency Use building products that feature, and disclose, their recycled content. The building product must make up 75% by weight or cost of a project category for the project and be composed of at least 25% post-consumer recycled content.
		8 max			6.3 Chemical Hazard Optimization Install products that have third-party verification of optimization to 100 ppm or better per the options listed within the full criterion.
		15 max		M	6.4 Healthier Material Selection Select all interior paints, coatings, primers, and wallpaper; interior adhesives and sealants; flooring; insulation; and composite wood as specified. Optional points also available.
		12 max			6.5 Environmentally Responsible Material Selection Select concrete, steel, or insulation with a publicly disclosed EPD [3 points], Install a green or cool roof [3 points], use reflective paving [3 points], and/or use FSC certified wood [3 points]. Refer to criterion for specifics.
				M	6.6 Bath, Kitchen, Laundry Surfaces (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.) 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.
		4 max			6.7 Regional Materials 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
				M	6.8 Managing Moisture: Foundations
	Yes				

Yes		M	(Mandatory for all New Construction projects and all Rehab projects with either basement and/or crawl space foundations) Install capillary breaks and vapor retarders that meet specified criteria appropriate for the foundation type.
Yes No			
No			
		6 max	
		2	
		CRITERIA 6 SUBTOTAL	
		5 of 5	Mandatory Criteria Optional Points
		0	

YES / NO	OPTIONAL POINTS	7. HEALTHY LIVING ENVIRONMENT	
Yes		M	7.1 Radon Mitigation (Mandatory for New Construction and Substantial Rehab) 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.
No		M	7.2 Reduce Lead Hazards in Pre-1978 Buildings (Mandatory for Substantial Rehab of Buildings Constructed Before 1978) 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		M	7.3 Combustion Equipment 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		M	7.4 Garage Isolation - 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		M	7.5 Integrated Pest Management Seal all wall, floor, and joint penetrations with low-VOC caulking or other appropriate nontoxic sealing methods to prevent pest entry.
Yes	10	M	7.6 Smoke-Free Policy (Mandatory and Optional) 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. 10 Optional: Expand the policy above to include all indoor spaces in the property.
Yes	No	M	7.7 Ventilation (Mandatory for New Construction and Substantial Rehab; Optional for Moderate Rehab) For each dwelling unit in full accordance with ASHRAE 62.2-2010, install: - A local mechanical exhaust system in each bathroom [3 points if Moderate Rehab] - A local mechanical exhaust system in each kitchen [3 points if Moderate Rehab] - A whole-house mechanical ventilation system [3 points if Moderate Rehab] 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 [3 points if Moderate Rehab] 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.
		12 max	
Yes	No	M or 5	7.8 Dehumidification (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.) 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.
	No	3	
	No	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.
			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

Yes	8	7.11 Active Design: Promoting Physical Activity (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.) 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.
No	8	7.12 Beyond ADA: Universal Design (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.) 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	8	8 7.13 Healing-Centered Design (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.) 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.
		CRITERIA 7 SUBTOTAL 7 of 8 Mandatory Criteria Optional Points 18
YES / NO	OPTIONAL POINTS	8. OPERATIONS, MAINTENANCE + RESIDENT ENGAGEMENT
Yes	M	8.1 Building Operations & Maintenance Manual and Plan (For all Multifamily projects) 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 (For all Multifamily projects) 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.
		CRITERIA 8 SUBTOTAL 5 of 5 Mandatory Criteria Optional Points 0
		TOTAL 40 of 40 Mandatory Criteria Optional Points 40



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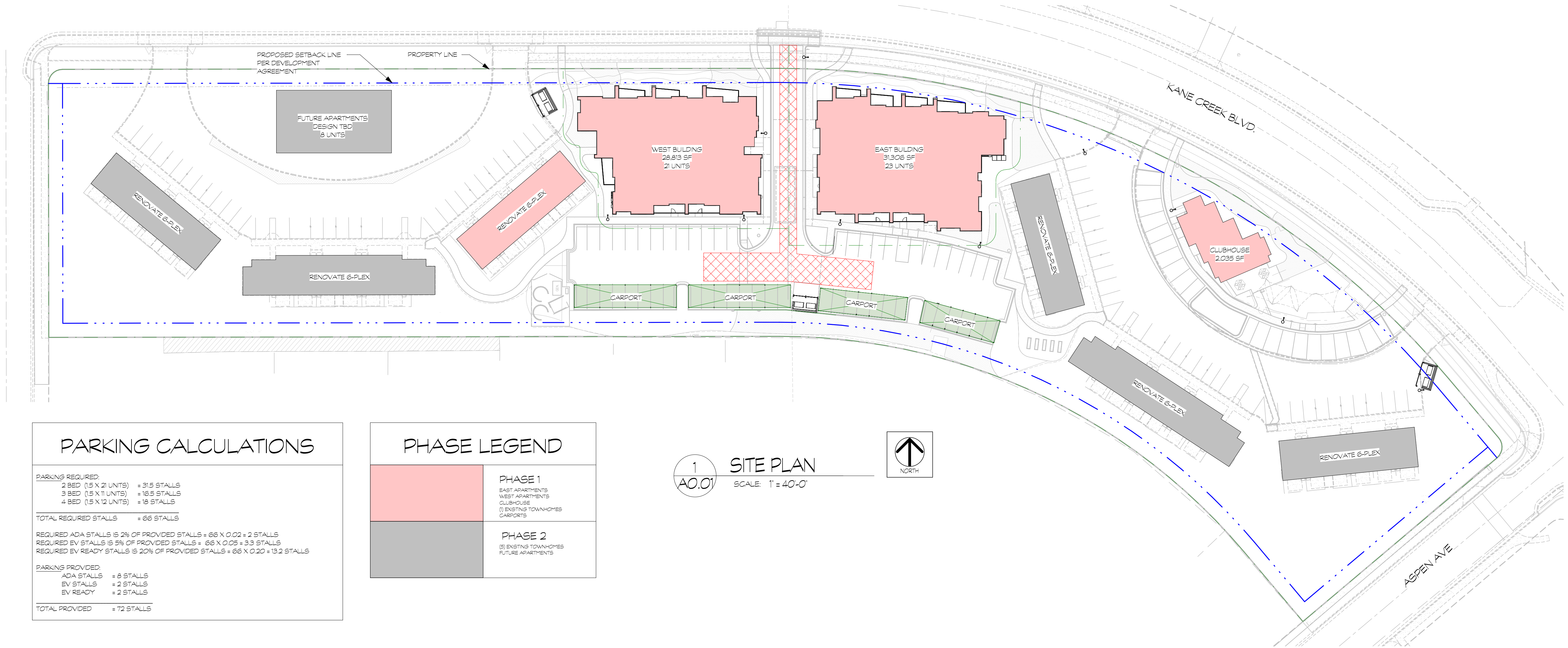
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ELIMINARY SITE PLAN

AO.01

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