

**CITY OF MOAB
PLANNING COMMISSION
PUBLIC HEARING
PROPOSED ZONE CHANGE APPLICATION**

The City of Moab Planning Commission will hold a Public Hearing on Thursday, June 8, 2017 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 Public Hearing is to solicit public input on a proposed zone change from R-2, Single-Family and Two-Family Residential Zone, to R-4, Manufactured Housing Residential Zone, for approximately 5 acres of a 9.75 acre parcel of property addressed as 354 Williams Way and located north of Moab Regional Hospital.

The proposed zone change application is available for public review at the Moab City Planning Office located at 217 East Center Street and on the website at www.moabcity.org. Written public comment may be directed to the Planning Department at the listed address. To ensure that the Planning Commission has the opportunity to review written comments prior to the meeting, written comments will only be accepted until 5 pm the day prior to the public hearing.

In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify the Planning Office at 217 East Center Street, Moab, Utah 84532; or phone (435) 259-5129 at least three (3) working days prior to the meeting.

/s/ Sommar Johnson
Zoning Administrator

Published in the Times Independent, May 25 and June 1, 2017.

NORTHWEST CORNER SECTION 1, T26S, R21E, SLB&M

BASIS OF BEARING N 89°50' E 2630.50'

NORTH QUARTER CORNER SECTION 1, T26S, R21E, SLB&M

Surveyor's Certificate

TO: Canyonlands Healthcare Special Service District, South Eastern Utah Title Company, AS FOLLOWS:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1,2,4,5,8,11,13 OF TABLE A THEREOF.

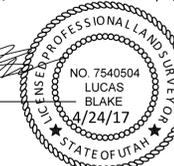
THE LOCATION OF EACH EASEMENT, RIGHT OF WAY, SERVITUDE, AND OTHER MATTER AFFECTING THE SUBJECT PROPERTY AND LISTED IN THE TITLE INSURANCE COMMITMENT DATED MARCH 27, 2017, ISSUED BY SOUTH EASTERN UTAH TITLE COMPANY WITH RESPECT TO THE SUBJECT PROPERTY, HAS BEEN SHOWN ON THE SURVEY, TOGETHER WITH APPROPRIATE RECORDING REFERENCES, TO THE EXTENT THAT SUCH MATTERS CAN BE LOCATED. THE PROPERTY SHOWN ON THE SURVEY IS THE PROPERTY DESCRIBED IN THAT TITLE COMMITMENT. EXCEPT AS SHOWN, THE LOCATION OF ALL IMPROVEMENTS IS IN ACCORD WITH MINIMUM SETBACK PROVISIONS AND RESTRICTIONS OF RECORD REFERENCED IN SUCH TITLE COMMITMENT.

Boundary Description

Beginning at a corner which bears South 26°30'39" East 994.62 feet from the Northwest corner of Section 1, Township 26 South, Range 21 East, Salt Lake Base and Meridian, and proceeding thence with the South line of Emerald Subdivision North 89°43' East 213.2 feet along the South boundary of Emerald Subdivision; thence along the East line of Emerald Subdivision North 442.6 feet along a fence line to a corner; thence North 89°55' East 508.0 feet to a corner on the West line of Kerby Subdivision; thence with the West line of Kerby South 0°34' West 457.7 feet to the Southwest corner of Kerby Subdivision; thence with the South line of Kerby Subdivision North 89°53' East 147.6 feet; thence South 0°12' West 423.7 feet; thence North 89°34' West 254.4 feet; thence South 2°15' West 40.7 feet; thence South 89°47' West 29.7 feet; thence North 0°58' East 73.8 feet, more or less; thence West 579.52 feet; thence North 402.1 feet to the point of beginning.

Less and Excepting therefrom any portion within the Moab Valley Healthcare Subdivision, according to the official plat thereof, recorded November 4, 2011 in Book 777 at page 436 as entry no. 499356.

Lucas Blake, PLS License No. 7540504



Schedule BII Exceptions, South Eastern Utah Title Company File No. 59,442-G Dated March 27, 2017 @ 8:00 A.M.

11 An Easement by Moab Irrigation Company recorded April 27, 1964 in Book 121 at Page 537 as Entry No. 303161. Also recorded December 19, 1994 in Book 471 at Page 129 as Entry No. 432947. Also recorded June 24, 2014 in Book 808 at Page 621 as Entry No. 506521.

* This 20' wide easement is shown and plotted hereon.

14 Prescriptive Easement by Moab Irrigation Company concerning Ditch 2 recorded June 3, 2015 in Book 819 at Page 661 as Entry No. 508949. Also recorded February 2, 2016 in Book 826 at Page 970 as Entry No. 510904.

* This 20' wide easement is shown and plotted hereon.

15 A Right-of-Way and Easement by Questar Gas Company recorded May 12, 2010 in Book 759 at Page 895 as Entry No. 494831.

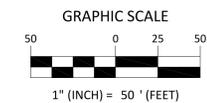
* This easement is outside the boundary of the subject parcel and is not plotted hereon.

Narrative

The Basis of Bearing for this survey is North 89°50'00" East between the Northwest corner and the North Quarter corner of Section 1, Township 26 South, Range 21 East, Salt Lake Base and Meridian.

The purpose of this survey is to provide the location of pertinent existing improvements and the location of the boundary on the ground.

The locations of underground utilities as shown hereon are based on above-ground structures. Locations of underground utilities/structures may vary from locations shown hereon. Additional buried utilities/structures may be encountered. No excavations were made during the progress of this survey to locate buried utilities/structures. Before excavations are begun, please contact Blue Stakes and appropriate agencies.



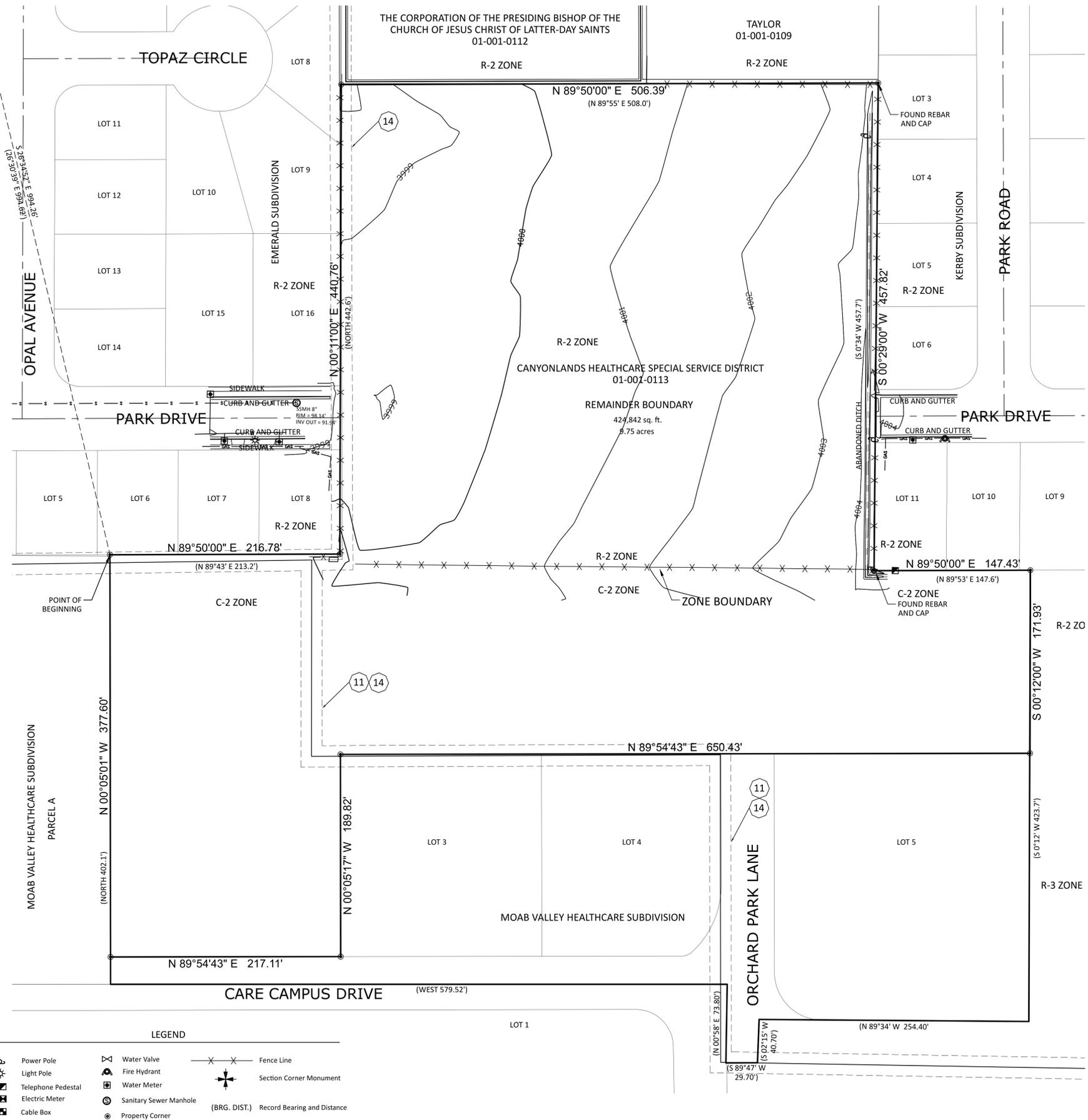
LOCATED IN THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 26 SOUTH, RANGE 21 EAST SALT LAKE BASE AND MERIDIAN



30 South 100 East Moab, UT 84532 435.259.8171

ALTA BOUNDARY AND TOPOGRAPHY CANYONLANDS HEALTHCARE SERVICE MOAB, UT 84532 KIRSTIN PETERSON

Table with 2 columns: Field (Project, Date, Sheet) and Value (051-17, 4/9/17, 1 OF 1)



Legend table listing symbols for Power Pole, Light Pole, Telephone Pedestal, Electric Meter, Cable Box, Water Valve, Fire Hydrant, Water Meter, Sanitary Sewer Manhole, Property Corner, Fence Line, Section Corner Monument, and Record Bearing and Distance.

**HOUSING AUTHORITY OF
SOUTHEASTERN UTAH**
SERVING GRAND AND SAN JUAN COUNTY

Main Administrative Office
321 East Center Street
Moab, UT 84532
Phone (435) 259-5891 Fax (435) 259-4938
TTY (800) 346-4128
Email: hasu@frontiernet.net

Re: Zone Change Narrative Statement for Property Owned by the Canyonlands Health Care Special Service District R2 to R4 Northern Portion Parcel #01-001-0113

Applicant: Canyonlands Health Care Special Service District – Kirstin Peterson, Chair

Appointee: Housing Authority of Southeastern Utah 321 E Center St. Moab, UT (435)259-5891; Ben Riley, Executive Director

Introduction:

This application for zone change is being made by the Canyonlands Health Care Special Service District (CHCSSD) and the Housing Authority of Southeastern Utah (HASU). HASU has been designated the appointee to develop the northern portion (residential zoned portion) for Independent Senior Living in accordance with the Moab Area Partnership for Seniors (MAPS) restrictive covenants and master plan vision created prior to the construction of the Moab Area Hospital and Care Center. HASU approached the CHCSSD for development of an affordable, independent senior living apartment complex to continue the vision of the MAPS plan and to provide housing for low income seniors in Grand County. It is the intent of HASU to submit an application for Low Income Housing Tax Credits (LIHTC) this fall to provide deed restricted, affordable housing for seniors that will be income restricted primarily for seniors 55 and older making less than 50% of the Area Median Income (AMI).

The following introduction will lay out the MAPS vision, partnership between the CHCSSD and HASU, a short project description, and restrictive covenants held to the land restricting use to seniors in Grand County.

The MAPS vision started in the late 90's and formalized with an Interlocal Agreement between the CHCSSD, County, and City in 2001 as a response to an aging hospital located on 400 North and the need for extended senior services to the Grand County population (*Attachment 1*). The intent was a five-phase development to include a new regional hospital; care center facility; senior services facility; independent living facility; and assisted living facility (*Attachment 2*). To date three of the five phases have been completed including an award winning Moab Regional Hospital, Canyonlands Care Center, and Grand Center. The CHCSSD owns 9.75 acres north of the hospital and intends to fulfill the MAPS vision in developing the final two pieces of the master plan – an assisted living facility and an independent living facility.

HASU approached the district in 2016 seeking to partner and develop the independent living portion of the MAPS vision. HASU's vision of providing permanently affordable housing to Grand County residents using its expertise in developing low income housing through the use of LIHTCs aligns perfectly with the CHCSSD's vision for affordable, independent senior living on the MAPS campus. This relationship was memorialized under an MOU between the CHCSSD and HASU in April of 2017 (*Attachment 3*). The MOU details the relationship between the CHCSSD and HASU necessary to develop an affordable



independent living facility on a portion of the remaining MAPS site according to the restrictive covenants held to the land.

In 2016, HASU was awarded CDBG funds to assist in architectural and engineering design and infrastructure improvements for multi-family development through the City of Moab. In the spring of 2017, the Moab City Council approved a change in the scope of work needed to use these funds to help develop the Independent Senior Living project located on the CHCSSD property. In HASU's preparation for an eventual LIHTC application for deed restricted affordable housing, we have created an estimated Proforma for the project. While these numbers are subject to change, the Proforma will provide a detailed view of the proposed project. HASU has contracted a market study to determine the appropriate number of units to satisfy the requirements of the Housing Finance Agency. The proposed development will be roughly 36 units with 29 units restricted to AMI's 50% and below while 7 units will be restricted to AMI's 80% and below. At the time of writing, HASU is soliciting proposals from architectural and engineering firms to create schematic designs and site plan layouts for the project. We expect the project to be one or two buildings that will not exceed two stories in height. The facilities will include a clubhouse/management office. The design of the buildings will use the development guidelines outlined in the restrictive covenants attached to the property (*Attachment 1*). The location of this project with its proximity to the Grand Center (senior center) and nearby parks provides an ideal location for senior independent living. Additionally, as the CHCSSD looks toward constructing the assisted and independent living portions of the vision, it decided on the most northern portion of the property as the location for the independent living center, because it will require less care than the assisted living facility, which will eventually be closer to the hospital. This will keep the more intensive care facilities closer to emergency services.

The restrictive covenants that are attached to the land ensure that the property will be developed for use by seniors. With the final two pieces in the MAPS plan yet to be completed, an R4 zoning designation will allow for either an independent living project or assisted living project. With HASU's expertise in developing affordable housing, it is a natural fit for the CHCSSD and HASU to partner in developing this phase of the master plan. HASU looks forward to the opportunity to turn this part of the MAPS vision into a reality.

Support from General Plan and Justification for Zone Change:

The zone change is consistent with the Moab General Plan, as well as the new Affordable Housing Plan amendment. Since this project is deed restricted for use by seniors and the mission of both the CHCSSD and HASU is to provide services to seniors and provide affordable housing respectively, the rezone will provide for many articles outlined in the General Plan as well as the Affordable Housing Plan amendment. Indeed the vision of the General Plan outlines many goals this zoning variance and Project hope to achieve – from page 5:

2. Utilize compact development patterns that make the most efficient use of public facilities and services...

- The MAPS vision was intended to provide necessary health services in a compact development. Constructing housing for seniors near vital health services, amenities, and recreation fulfills this vision precisely.

4. Utilize walk-able neighborhoods, free of high-speed traffic hazards

- Constructing senior housing next to services, such as those provided at the Grand Center, Moab Regional Hospital, and Swanny Park was the intent of the MAPS vision and is in line with creating community facilities in proximity to essential services without the need for excess vehicular traffic.

10. Develop a community and resort destination that is designed for people where walking and biking are a cornerstone.



- Again, locating a senior living in the downtown area near many amenities encourages a walking and bike-able community. Additionally, the restrictive covenants (*Attachment 1*) that are attached to the land expressly outline pedestrian and non-motorized circulation.

13. *Improve quality of living through support of affordable housing.*

- This is the cornerstone of the project as will be explained later in relation to the Affordable Housing Plan amendment. Whereas it is the mission of HASU to develop affordable housing and the mission of the CHCSSD to provide services to seniors there can be no illusion that a project built by our partnership will be affordable senior housing which is a desperate need in our community. Furthermore, in the event this project is not funded through LIHTCs, the restrictive covenants beholden to the land restrict the land to use by seniors. If the land is rezoned to become an R4 zone, no other project would be built on the land outside of aforementioned scope.

Section 1 - Economic Development

- A new affordable senior housing development will create many economic benefits. Seniors provide a solid and consistent tax base to increase the city's income through taxes. Many communities target senior populations because of this consistent tax base.

Policy 1 states: *Consider growth projections, assigned and use categories and cost and benefits to the community in evaluating the need for expansion of public facilities and services* – With the baby boomer generation approaching retirement, additional affordable senior housing options will be necessary in our community. It is no secret that many residents face the choice of moving their parents to other locations because of the lack of services and options in our community. Additional senior housing will provide more options to families who'd like to keep their aging loved ones close.

Policy 6 states: *Work with organizations to promote diverse year-round community activities* – Seniors are typically retirees who are not subject to the on/off season of our economy. Providing housing for this group will incorporate more year-round residents who will provide a consistent tax base as well as citizens that are engaged in our community year-round.

Section 2 - Growth and Urbanization

- Encouraging orderly growth in the Moab community is outlined as a goal. The Interlocal agreement between the District, City, and County in developing the MAPS master plan did just that. Encouraging development of senior services around a unified campus allows for a safe atmosphere close to services seniors need and use.

Policy 2 states: *Encourage new development to be an asset to the community in terms of appearance, quality of life, impact on City services, and the natural environment* – This development will benefit the quality of life of those living in this community. With regards to City services and the natural environment, multi-family housing has less of an impact on utilities and is more efficient than single family detached dwellings. Multi-family housing also creates less sprawl. The project will utilize environmentally conscience building techniques catered to Enterprise Green Community standards, only one step down from LEED standards. Building to these standards increases the competitiveness of the tax-credit application and is the standard for building affordable housing using LIHTCs.

Policy 7 states: *Minimize impacts between transitions in types of land use, especially between commercial and residential land uses* – As the City zoning map stands, there is a considerable stretch of R2 residential zoning adjacent to commercial zoning. A new R4 designation on this parcel would create a better transition from the commercial properties to the south and the residential properties to the north while maintaining the residential zoning district.

Policy 8 states: *Ensure that new development pays for the costs of and impacts that are caused by the development* – It is understood that infrastructure upgrades will be required and paid for the by the developer. Two infrastructure improvements will definitely



need to be undertaken before constructing this project: First, the connection of Park Drive. Enhanced road connectivity is without a doubt an important part of city services. Second, continuation of Moab's storm drain system. As the City works to finish the storm drain system, taking storm water from Main Street to 500 West and further west, this project will work with the City to further connect Moab's storm water system.

Section 3 – Land Use

- The land use section of the General Plan encourages walk-able neighborhoods that meet the needs of residents and promote livability and economic health. This rezone would achieve both of the aforementioned goals. Additionally, to implement this, it states to *develop binding, mutually beneficial intergovernmental agreements between the City and Grand County*. The Interlocal agreement attached (*Attachment 1*) does just that. It was intended as a community-wide effort to create senior services for the residents of Grand County. This rezone would allow for the continuation of the MAPS vision as directed by the City of Moab, Grand County, and the CHCSSD.

Residential Zones:

Policy 1: *Encourage the establishment and vitality of 'walk-able' neighborhoods* – Much has been discussed around establishing senior housing next to services these residents will want and need. Additionally, this project will improve sidewalks and roads (particularly on Park Dr.), address the community participation that was involved in the MAPS vision, and provide a buffer between the commercial zoning surrounding the Hospital and Williams Way and the 'Park' streets in the R2 residential zone to the north.

Section 4 – Urban Design

- The development standards (*Attachment 1*) outlined the design of the MAPS campus to complement the surrounding landscape, as is exemplified in the architecture associated with the Moab Regional Hospital and Grand Center. This rezone will allow a Project that will complement and enhance these buildings with a structure that will follow the same guidelines for design.

Policy 1 *Consider visual appearance criteria in site design...* – The development standards (*Attachment 1*) and original master plan (*Attachment 2*) depict an efficient use of land that is sustainable and livable. We intend to use the vision of this master plan in our design to create a walk-able and welcoming design.

Policy 4: *Encourage cluster development and the setting aside of open space in new site design* – The MAPS vision created a cluster development that promotes open space and residential and commercial services for seniors.

Section 5 – Housing (Taken from Affordable Housing Plan Amendment)

-The Interlocal Housing Task Force has delineated goals in the *Moab Area Housing Plan* that will help solve the housing crisis that currently envelopes Moab and Grand County, UT. The pursuit of achieving these goals justifies a need for a zoning variance on the parcel #01-001-0113 from R2 to R4 in order to develop affordable, independent senior living rental units.

Goal 2- *Create and protect enough affordable housing in the Moab Area so that is not a limiting factor for the community's evolution.*

-The economy of Moab and Grand County cannot succeed without an adequate amount of housing options. The rising divide between low wages and high housing costs presents a clear and present threat to the economic well being of Grand County. This threat, combined with an enormous amount of available land being purchased strictly for overnight rental and seasonal vacation usage, means a deficit of available housing for locals living and working in Moab and Grand County. Granting a zoning variance would ease the housing shortage for a large chunk of Grand County's population; the baby boomer generation and beyond.



Goal 4- *Construct a wider range of housing and development types, especially attached dwellings and apartments.*

-The American Community Survey of 2013 reveals that 69% of all Grand County housing units were single family detached dwellings. Population growth dictates that the available land in Grand County will need to rely more heavily in the coming years on high-density development in order to meet the increasing demand and limited supply of rental units.

Goal 6- *Become a model community in the way of implementing successful housing solutions.*

-Granting HASU a zoning variance to allow multifamily residential apartments on this parcel would serve to continue the trajectory that the City of Moab is already on-to remove barriers to affordable housing. The City of Moab and Grand County have been exemplary models of how small rural communities can solve housing problems associated with growth only by acknowledging these issues and finding innovative solutions. This zoning variance from R2 to R4, creating an opportunity for HASU to construct an apartment complex for low-income seniors, would be one such innovation.

Goal 7- *Create senior housing and housing for individuals with special needs and mental or behavioral health issues.*

-The "baby boomer" generation is aging, which means more housing opportunities for this generation are required. This Project will only house individuals 55 years old and over and will meet the growing needs of this population. Also, there will be set-aside rental units contained in this Project for individuals with special needs and mental or behavioral health issues.

Goal 8- *Expand the housing stock through the development of compact, walk-able neighborhoods served by reliable infrastructure.*

-The City of Moab can benefit from a zoning variance from R2 to R4, which will shift focus from creating sprawling single family detached dwellings to more compact, multifamily apartment-style rental units. Smaller, higher-density apartment complexes are cheaper to build and maintain than detached dwellings. This shift to more compact developments will also reduce infrastructure costs to local governments and to developers and reduce transportation costs to residents. More high-density development in downtown Moab will mean that a higher number of seniors will have direct access to amenities, entertainment, and services within a walk-able distance from their residences.

Goal 10- *Promote housing that is energy efficient and minimizes environmental impact.*

-The MAPS Project will be constructed using Energy Star and Enterprise Green Communities initiatives. High density housing will also mean less infrastructure is needed to provide utilities to these attached rental units.

Section 6-Parks, Recreation and the Arts

- Not applicable.

Section 7-Transportation and Circulation

Pedestrian Policy 1: To achieve a pleasant, safe, efficient, and complete pedestrian transportation network that addresses the need for all levels of circulation.

-The MAPS master plan (*Attachment 1*) envisions a walk-able campus throughout the senior services campus. The project intends to follow this vision through the development of independent living.

Motorized Vehicle Goal: To develop an efficient and adequate street system for Moab's future growth.



- The connection of Park Dr., which would need to happen with this potential project, is an obvious benefit to the City and will provide adequate thoroughfare from the 'Parks' to 500 West.

Section 8-Public Works

- Not applicable

Section 9-Peacekeeping, Safety, Municipal Buildings, Education

- Not applicable.

17.04.050 Map amendment policy declaration

A. The land to be zoned was zoned in error and, as presently zoned, is inconsistent with the policies and goals of the city's general plan.

- It is unknown if the northern portion of the property was zoned in error. However, allowing the rezone to R4 would provide more consistency with the General Plan, as stated above, as well as consistency with the original intent of the property to be used for senior services. With the current R2 designation, neither an Independent Living project nor Assisted Living facility can be built. R4 would allow either of these two developments and align with the vision that the County, City and CHCSSD had in its MAPS master plan.

B. The area for which a map amendment is requested has changed or is changing to such a degree that it is in the public interest to encourage a redevelopment of the area.

- It is clear that public interest encourages the development of more affordable housing. Since this land is deed restricted for use by seniors and the development partner is HASU, it can be assured that affordable senior living will be built according to the MAPS vision.

C. The proposed map amendment is necessary in order to provide land for a use which was not anticipated at the time of the adoption of the city's General Plan, and that such change will be consistent with the policies and goals of the plan. Special consideration shall be given to existing conditions on and around the area in question, including the changing nature of the area, land uses, densities, and the height and scale of both existing and proposed structures.

- As the Interlocal agreement and planning process began before the adoption of the General Plan, it is possible that zoning of the northern R2 portion was not made in concurrence with the vision of the MAPS master plan as none of the commercial and/or residential facilities envisioned are allowed in the R2 zone district. As need for affordable housing increases the City, it makes sense to increase housing density in some zone districts to allow for growth. This parcel is a perfect candidate for a zoning variance because of the restrictions that are attached to the land as well as the commercial to residential buffer this zoning would bring. With its proximity to the hospital and helicopter landing zone, the building height will be restricted to one or two stories which is in line with the surrounding commercial and residential development.

17.04.060 Map amendment approval criteria

A. Was the existing zone for the property adopted in error.

-The land necessary for the Hospital, Care Center, and Grand Center may not have been taken into account in the original zoning of this parcel.

B. Has there been a change of character in the area including, but not limited to: the installation of public facilities or new utilities; other approved zone changes; new growth trends; deterioration of existing development; or the need for development transitions?



- Yes, with the development of the Grand Center, Hospital, and Care Center in the last 15 years, the vision of the MAPS campus is coming to fruition. This zone amendment will help facilitate the remaining components of the master plan. Also, as commented above, an aging baby boomer generation will require additional senior services in the near future.

C. Is there a need for the proposed within the area or community?

- Yes, as described in both the General Plan and Affordable Housing Plan amendment the City needs to consider higher density development close to city services. This zone amendment places higher density housing next to essential services, parks, and the downtown area.

D. Is the proposed zoning classification compatible with the surrounding area or uses; will there be adverse impacts; and/or can any adverse impacts be mitigated?

- Yes, this will remain as a residential zone district with a higher density than some of the surrounding zoning areas. There is adjacent R4 zoning nearby. The restricted height of the project will reduce adverse impacts. Other adverse impacts will be mitigated as they arise.

E. Will benefits be derived by the community or area by granting the proposed zoning?

- Absolutely. Much has been said in the above narrative in regards to affordable housing and increasing density in the city near essential services. Increased affordable housing and housing for seniors is a community priority and this project will help to alleviate Moab's housing crisis.

F. Are adequate facilities available to serve development for the type and scope of development suggested by the proposed zoning classification? If utilities are not available, can they be reasonably extended?

- It is reasonable that all facilities and infrastructure improvements can be made to make the project successful. HASU will work with the City to determine facility and infrastructure upgrades as needed.

G. Does the application conform with the provisions of the Moab General Plan, the Land Use Code, and applicable agreements with affected governmental entities?

- The above narrative is in congruence with the General Plan, Land Use Code and MAPS vision. The support of CHCSSD as a subdivision of the County is also essential in providing senior services to County residents.

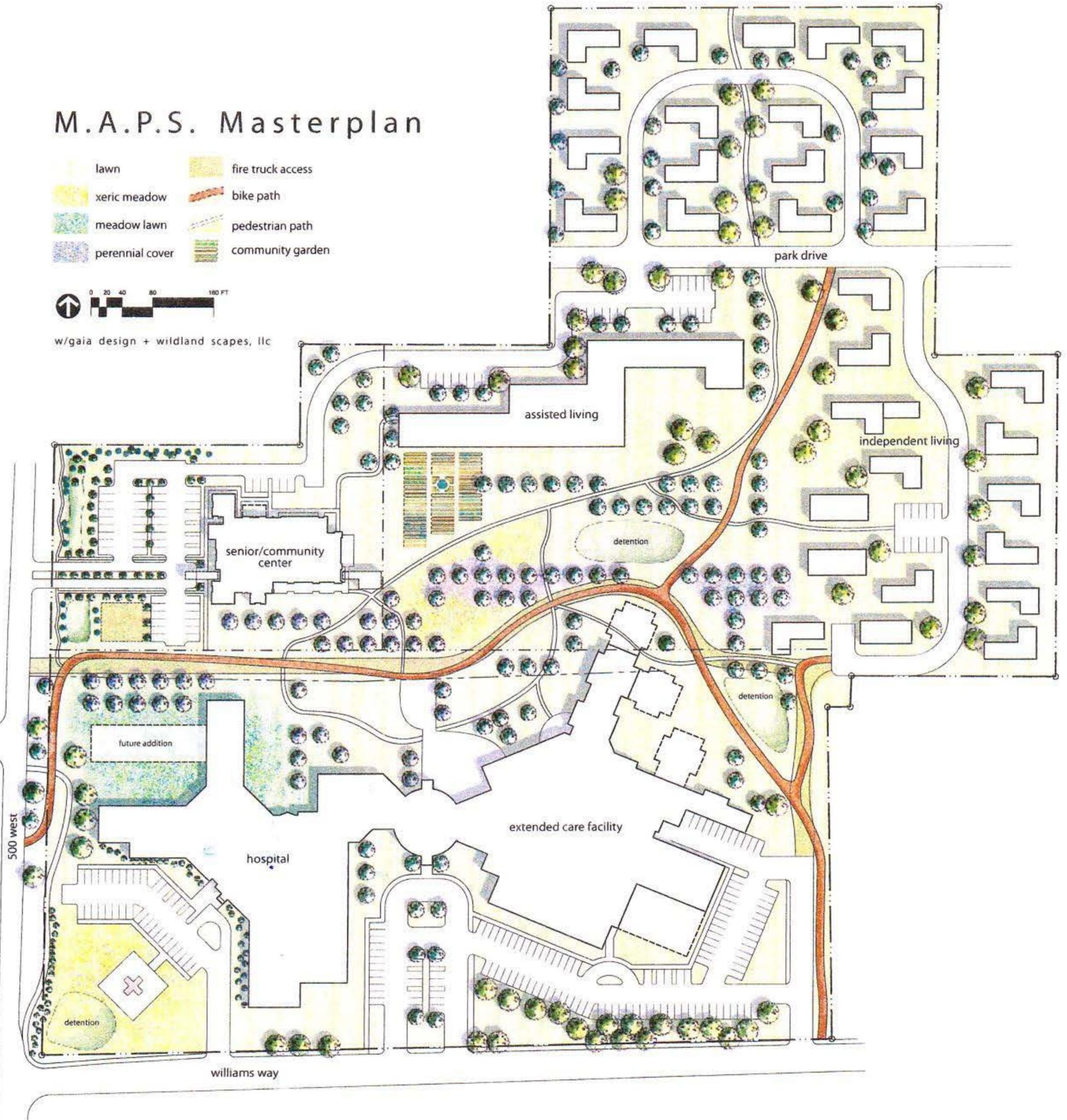


M.A.P.S. Masterplan

- | | |
|---|---|
|  lawn |  fire truck access |
|  xeric meadow |  bike path |
|  meadow lawn |  pedestrian path |
|  perennial cover |  community garden |



w/gaia design + wildland scapes, llc



**INTERLOCAL AGREEMENT
FOR THE COORDINATION OF MOAB AREA PARTNERSHIP
FOR SENIOR SERVICES (MAPSS) PLANNING PROJECT
BY AND BETWEEN: GRAND COUNTY AND THE CITY OF MOAB**

Pursuant to the Interlocal Cooperation Act, Title 11-13-1 et seq., Utah Code Annotated, 1953, as amended, and for the mutual benefit of the citizens and inhabitants of Grand County, State of Utah, a body politic and corporate [hereinafter referred to as "COUNTY"], and of the citizens and inhabitants of the City of Moab, State of Utah, a body politic and corporate [hereinafter referred to as "City"], the COUNTY and the CITY hereby agree as follows:

- A. General Purposes.** The general purposes for this Agreement are to:
1. Jointly fund a planning process to assess health care, housing and community service needs of senior citizens living in the City of Moab and Grand County, hereafter known as the Moab Area Partnership Senior Services (MAPSS) Planning Project; and,
 2. Jointly support a MAPSS Citizen's Task Force; and
 3. Jointly partnership in an application to the Community Impact Board (CIB) for a MAPSS planning grant.
- B. Specific Goals.** Specific joint planning goals to be accomplished pursuant to this Agreement, include:
1. Assessment and marketability study of senior health, housing and community services needs and wants; and,
 2. Prioritization of senior health care, housing and community service projects; and,
 3. Analysis of specific MAPSS projects and project sites as to appropriateness, design, management, operating costs and financial feasibility; and,
 4. Establishment of MAPSS project development timelines; and,
 5. Recommendation of MAPSS projects to the Councils of Grand County and the City of Moab.
- C. Applicability – MAPSS Project Parameters.** The MAPSS Project Parameters shall include Senior Citizens currently living or that might potentially live in Grand County and the City of Moab.

D. Funding of the MAPSS Planning Project. The parties agree to:

1. Jointly fund the MAPSS Planning Project to the cost of \$18,000, divided among the parties as follows:

Moab City	\$ 6,000
Grand County	\$12,000
2. The City of Moab shall pay its \$6,000 share to the County within ten (10) business days of the signing of this agreement by both parties; and
3. If the planning effort ultimately proves to cost less than \$18,000, then the parties shall divide the remainder in proportion to amount originally committed to the MAPSS Planning Project.
4. If the MAPSS Project is not funded by the CIB, the amounts committed by the City of Moab and Grand County shall be returned to the City and County in full.

E. Management of the MAPSS Planning Project. The parties agree that the County Administrator shall be primarily responsible for the management of the MAPSS Planning Project and associated contracts, and for coordination of the Project with the City Manager to ensure achievement of the general and specific goals.

EFFECTIVENESS AND DURATION OF AGREEMENT

This Agreement shall become effective immediately upon its approval by the County Council and the Moab City Council, as evidenced by its execution by appropriate County and City officials, and upon approval by the County and City Attorneys. This Agreement shall remain in effect for six months; and thereafter, the Agreement shall remain in effect until 30 days after either party gives a notice of termination.

SEVERABILITY

If one (1) or more provisions of this Agreement shall be invalid, illegal or unenforceable in any respect, the remaining provisions contained herein shall not in any way be affected or impaired thereby.

PARAGRAPH CAPTIONS

The captions of the paragraphs are set forth only for the convenience and reference of the parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.

WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective names and attested by their duly authorized officers, all on the respective dates indicated below.

APPROVED by the Grand County Council in open session this 2nd day of July, 2001.

Grand County

Kim Schappert

Kim Schappert, Chairperson

ATTEST:

Fran Townsend
Fran Townsend, Clerk/Auditor

♦ ♦ ♦

APPROVED by the Moab City Council in open session this 26th day of June, 2001.

City of Moab

Karla R. Hancock

Karla R. Hancock, Mayor

ATTEST:

Rachel Ellison
Rachel Ellison, City Recorder

Resolution 15-2001

A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT FOR THE COORDINATION OF THE MOAB AREA PARTNERSHIP SENIOR SERVICE (MAPSS) PLANNING PROJECT BY AND BETWEEN GRAND COUNTY AND THE CITY OF MOAB

WHEREAS, the Governing Body of the City of Moab has determined that providing for services for senior citizens is in the interest of all city residents; and

WHEREAS, the attached Interlocal Agreement for the Coordination of the Moab Area Partnership Senior Service (Mapss) Planning Project by and Between Grand County and the City of Moab provides for the cooperation between the City of Moab and Grand County in assessing service needs for senior citizens in Moab and Grand County; and

NOW, THEREFORE, we, the Governing Body of the City of Moab do hereby approve aforementioned agreement in substantially the form presented to this meeting of the Moab City Council, and authorize the appropriate officials to sign and execute said agreement.

This resolution shall take effect immediately upon passage.

Passed and adopted by action of the Governing Body of the City of Moab in open session this 26th day of June, 2001.

CITY OF MOAB

By: 

Karla R. Hancock
Mayor

Attest:



Rachel Ellison
City Recorder

**AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE
COORDINATION OF THE MOAB AREA PARTNERSHIP FOR SENIOR
SERVICES (MAPSS) PLANNING PROJECT BY AND BETWEEN GRAND
COUNTY AND THE CITY OF MOAB**

WHEREAS, the City of Moab [hereinafter referred to as "City"] and Grand County [hereinafter referred to as "County"] entered into an agreement dated June 26, 2001, and attached hereto; and

WHEREAS, the parties to said agreement wish to amend the agreement.

The parties hereby agree to amend said agreement as follows:

Section D. Funding of the MAPSS Planning Project. shall be amended to read as follows:

- D. Funding of the MAPSS Planning Project. The parties agree to the following:
 - 1. The parties shall jointly fund the MAPSS Planning Project in the amount of \$36,000, divided among the parties as follows:

Moab City	24,000
Grand County	12,000
 - 2. The City of Moab shall pay \$6,000 to the County within (10) business days of the signing of the original agreement by both parties.
 - 3. The City of Moab shall pay an additional \$18,000 to the County within ten (10) business days after receipt of said funds from the Community Impact Board.
 - 4. If the planning effort ultimately proves to cost less than \$36,000, then the parties shall divide the remainder in proportion to the amount originally committed to the MAPSS Planning Project.

E. Management of the MAPSS Planning Project. shall be to read as follows:

- E. Management of the MAPSS Planning Project. The parties agree that the County Administrator shall be primarily responsible for the management of the MAPSS Planning Project and associated contracts, and for the coordination of the Project with the City Manager to ensure achievement of the general and specific goals, and to ensure compliance with CIB guidelines.

The parties hereto cause the execution of the amendment in their respective names and attested by their duly authorized offices, on the dates indicated below.

APPROVED, by the Grand County Council in open session this 7th day of January, 2002.

Grand County

Brent Bennett
Chairperson

ATTEST:

Fran Juresek
Clerk/Auditor

APPROVED by the Moab City Council in open session this 8th day of January, 2002.

City of Moab
David L. Sakrison
David L. Sakrison
Mayor

ATTEST:

Danielle Shumway
Danielle Shumway
Acting City Recorder

Resolution 02-2002

A RESOLUTION APPROVING AN AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE COORDINATION OF THE MOAB AREA PARTNERSHIP SENIOR SERVICE (MAPSS) PLANNING PROJECT BY AND BETWEEN GRAND COUNTY AND THE CITY OF MOAB

WHEREAS, the Governing Body of the City of Moab has determined that providing for services for senior citizens is in the interest of all city residents; and

WHEREAS, the Interlocal Agreement for the Coordination of the Moab Area Partnership Senior Service (Mapss) Planning Project by and Between Grand County and the City of has been approved and is attached hereto; and

WHEREAS, the City of Moab has been approved for funding from the Community Impact Board in the amount of \$18,000 to assist with the funding for the MAPSS Planning Project; and

WHEREAS, the above-mentioned agreement should be amended to provide for the payment of additional funds to the County.

NOW, THEREFORE, we, the Governing Body of the City of Moab do hereby approve aforementioned amendment to the agreement in substantially the form presented to this meeting of the Moab City Council, and authorize the appropriate officials to sign and execute said agreement.

This resolution shall take effect immediately upon passage.

Passed and adopted by action of the Governing Body of the City of Moab in open session this 8th day of January, 2002.

CITY OF MOAB

By: 
Mayor David L Sakrison

Attest:


Danielle Shumway
Acting City Recorder

Resolution #31-2002

A RESOLUTION TO APPROVE AN EXPENDITURE OF \$30,000 TOWARD THE DEVELOPMENT OF PROPERTY ON WHICH AN ASSISTED LIVING CENTER MAY BE LOCATED

WHEREAS, the City of Moab has for the last two years supported the planning and development for an assisted living center. The City has supported the effort by the expenditure of personnel time and financial resources; and,

WHEREAS, the City of Moab has joined with Grand County in an interlocal agreement to assess the need for and to plan for the development of facilities for a continuum of care for seniors; and,

WHEREAS, to accomplish oversight and to provide public input, a committee, the Moab Area partnership For Seniors (MAPS), was established with a wide range of community and technical views; and,

WHEREAS, the MAPS Committee in conjunction with Grand County Hospital District have entered into an agreement to possibly purchase 28+ acres, bounded by 500 West & Williams Way, and to reach a decision concerning purchase within a 6 month period; and,

WHEREAS, to determine if the parcel for the proposed senior care uses, i.e. hospital, doctors offices, senior center, senior housing and assisted living center, there is a need to do surveying and preliminary engineering, to determine location and suitability of individual building lots, to locate existing utilities and to determine the adequacy of the parcel for building of proposed uses; and,

WHEREAS, the City of Moab has set aside monies for the purchase of property on which to construct an assisted living center; and

WHEREAS, the City of Moab has \$30,000 available for the purpose of that purchase; and,

WHEREAS, expenditure by the City of these funds for the purpose of surveying and preliminary engineering for the parcel may be applied to the purchase cost of the lot for the assisted living facility.

NOW THEREFORE, BE IT RESOLVED THAT THE CITY OF MOAB APPROVE THE EXPENDITURE OF \$30,000 DOLLARS FOR THE PURPOSE OF SURVEYING AND CONDUCTING PRELIMINARY ENGINEERING ON THE PARCEL SELECTED FOR THE PLACEMENT OF A HOSPITAL, DOCTORS' OFFICES, SENIOR HOUSING, SENIOR/COMMUNITY CENTER AND AN ASSISTED LIVING CENTER, SUBJECT TO A CONDITION THAT SAID EXPENDITURE WILL BE APPLIED TO THE PURCHASE COST OF THE LOT FOR THE ASSISTED LIVING FACILITY.

This resolution shall take effect immediately upon passage.

Passed and adopted by action of the Governing Body of Moab City in open session this 8th day of October, 2002.

CITY OF MOAB

By: David L. Sakrison

David L. Sakrison
Mayor

Attest:

Rachel Ellison

Rachel Ellison
City Recorder

Resolution #32-2002

A RESOLUTION AMENDING THE INTERLOCAL AGREEMENT FOR THE COORDINATION OF THE MOAB AREA PARTNERSHIP FOR SENIORS HEALTH CARE AND HOUSING STUDY AND RELATED PROJECT ELEMENTS BY AND BETWEEN: GRAND COUNTY AND THE CITY OF MOAB

WHEREAS, the City of Moab passed Resolution #31-2002 approving the expenditure of \$30,000 dollars for the purpose of conducting surveying and preliminary engineering on property selected by the Moab Area Partnership for Seniors (MAPS) and purchased by the Grand County Hospital District; and,

WHEREAS, the City of Moab and Grand County have an existing Interlocal Agreement specifying how money given by either the City of Moab or Grand County to the MAPS Project is spent and administered; and,

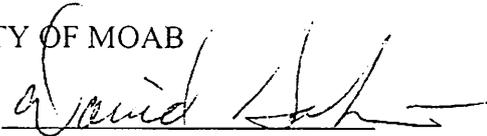
WHEREAS, that administrative process remains in place and operational in Grand County.

NOW THEREFORE, BE IT RESOLVED THAT THE CITY OF MOAB AND GRAND COUNTY HEREBY AGREE TO AMEND THE EXISTING INTERLOCAL AGREEMENT FOR THE COORDINATION OF THE MOAB AREA PARTNERSHIP FOR SENIORS HEALTH CARE AND HOUSING STUDY TO ALLOW THE ADMINISTRATION OF AN ADDITIONAL \$30,000 DOLLARS OF ADDITIONAL CITY FUNDS ALLOCATED PURSUANT TO RESOLUTION #31-2002.

This Resolution shall take effect immediately upon passage.

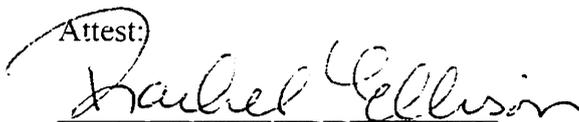
Passed and adopted by action of the governing Body of Moab City in open session this October 22, 2002.

CITY OF MOAB

By: 

David L. Sakrison
Mayor

Attest:



Rachel Ellison
City Recorder

Passed and adopted by action of the governing body of Grand County in open session this October 21, 2002.

Attest:

GRAND COUNTY

By: _____
Fran Townsend, Clerk/Auditor

By: _____
Bart Leavitt, Council Chair

Passed and adopted by action of the governing body of Grand County in open session this October 21, 2002.

GRAND COUNTY

By: 

Bart Leavitt
Council Chairperson

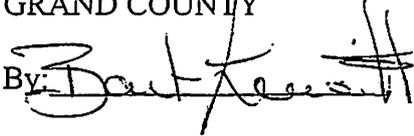
Attest:

By: 

Fran Townsend
Clerk/Auditor

Passed and adopted by action of the governing body of Grand County in open session this October 21, 2002.

GRAND COUNTY

By: 

Bart Leavitt
Council Chairperson

Attest:

By: 

Fran Townsend
Clerk/Auditor

INTERLOCAL AGREEMENT AS TO THE FUNDING OF DEVELOPMENT CONSULTING SERVICES FOR THE MAPS PROJECT BY AND BETWEEN THE CANYONLANDS HEALTHCARE SPECIAL SERVICES DISTRICT AND THE CITY OF MOAB

WHEREAS, the City of Moab, Utah ("City") and the Canyonlands Healthcare Special Services District ("District") have determined that there is need for development consulting services for the independent living, assisted living and nursing care components of the Moab Area Partnership for Seniors (MAPS) project; and

WHEREAS, said development consulting services will be performed under contract with the Canyonlands Healthcare Special Services District; and

WHEREAS, the City of Moab has set aside funds to assist with the planning level work for the MAPS project; and

WHEREAS, pursuant to the Interlocal Cooperation Act (Section 11-13-1 et. seq. Utah Code Annotated) and for the mutual benefit of the citizens and inhabitants of the City and the County, the City and the District do hereby agree as follows:

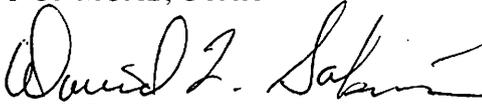
1. Purpose. The purpose of this agreement is to provide funding for the consulting development services for the independent living, assisted living and nursing care components of the Moab Area Partnership for Seniors (MAPS) project according to the attached Agreement for Services.
2. Provision of Services. The District will administer the attached Agreement for Services.
3. Financial Responsibilities. The City will contribute \$10,000 toward the cost of the consulting services provided for in the Agreement for Services. After execution of this Agreement, the District will invoice the City for \$10,000. The City will remit said amount to the District within 30 days of receipt of said invoice.
4. Effectiveness and Duration of Agreement. This agreement shall become effective immediately upon its approval by resolutions of the District Board and the City Council, and the execution of the agreement by the appropriate parties. This agreement shall remain in effect until the services provided for in the attached Agreement for Services are satisfactorily completed.
5. Administration of Agreement. This agreement shall be administered by an administrative committee composed of the City Manager, and the District Board Chair, or their designated representatives.

DATED this 26th day of September, 2006.

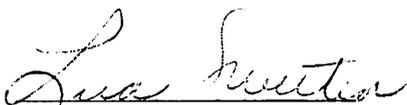
ATTEST:


Rachel Ellison, City Recorder

CITY OF MOAB, UTAH

By: 
David L. Sakrison, Mayor

ATTEST:



Canyonlands Health Care Special Services District

By: 

Resolution # 24-2006

A RESOLUTION APPROVING THE INTERLOCAL AGREEMENT AS TO THE FUNDING OF DEVELOPMENT CONSULTING SERVICES FOR THE MAPS PROJECT BY AND BETWEEN THE CANYONLANDS HEALTHCARE SPECIAL SERVICES DISTRICT AND THE CITY OF MOAB

WHEREAS, the attached Interlocal Agreement provides for the funding for consulting services for the independent living, assisted living and nursing care components of the Moab Area Partnership for Seniors (MAPS) project.

NOW THEREFORE, WE THE GOVERNING BODY of the City of Moab do hereby approve the attached Interlocal Agreement in substantially the form presented to this meeting of the Moab City Council and authorize the appropriate officials to execute and deliver said agreement.

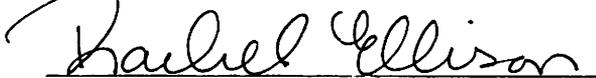
PASSED AND APPROVED in open Council by a majority vote of the Governing Body of Moab City Council on September 26, 2006.

SIGNED:



David L. Sakrison, Mayor

ATTEST:



Rachel Ellison, Recorder

Senior
Ctr.

PROMISSORY NOTE

Grand County, a political subdivision of the State of Utah, 125 E. Center., Moab, Utah, 84532, hereby promises to pay to the order of and benefit of Moab City, the sum of \$55,794.00 (fifty-five thousand seven-hundred-ninety-four dollars and no cents), to ensure the proper and timely completion and guaranty of all improvements required by Moab City for the MAPS Subdivision Phase I, as stipulated in the approved Improvements Agreement between Grand County and Moab City for the Senior/Community Center. The developer of the Subdivision is Grand County.

To secure this promissory note and the completion of the required improvements, Grand County hereby agrees to convey to the City a trust deed in the amount of \$55,794 (fifty-five thousand seven-hundred-ninety-four dollars and no cents) for the property described particularly as follows:

Beginning at a corner which bears S 0° 49' E 1022.3 feet from the Northwest Corner of Section 1, T26S, R21E, SLB&M, and proceeding thence with South Line of the Wimmer Property East 320.2 feet to the Southeast Corner of the Wimmer Property, thence with the East Line of the Wimmer Property N 00° 19' E 132.7 feet to the Northeast Corner of the Wimmer Property, thence with the south line of the Emerald Subdivision S 89° 43' E 108.36 feet along a fence line to a corner, thence S 402.1 to a corner, thence W 432.42 feet to a corner, thence with a fence line N 00° 39' E (Record = N 00° 34' E) 269.93 feet to the Point of Beginning and containing 3.0 Acres More or Less. Corners are monumented as specified on the attached Plat. Bearings are based on the North Line NW1/4 Section 1 (Bearing = N 89° 50' E).

Moab City acknowledges that this note is required as a condition of Subdivision final plat approval, that all required improvements must be completed and guaranteed according to Moab City Ordinances, and that all required improvements must be inspected, approved and accepted by Moab City. Said trust deed shall be executed by Grand County and recorded contemporaneously with the final plat of the MAPS Subdivision Phase I. Said trust deed shall be reconveyed by the City of Moab only upon completion of all required improvements as stipulated by the Improvements Agreement.

ATTEST:

Grand County Council:


Fran Townsend, Grand County Clerk/Auditor


Judy Carmichael, Chairman

COPY

original in Grand County file.

Senior Ctr.

PROMISSORY NOTE

Grand County, a political subdivision of the State of Utah, 125 E. Center., Moab, Utah, 84532, hereby promises to pay to the order of and benefit of Moab City, the sum of \$55,794.00 (fifty-five thousand seven-hundred-ninety-four dollars and no cents), to ensure the proper and timely completion and guaranty of all improvements required by Moab City for the MAPS Subdivision Phase I, as stipulated in the approved Improvements Agreement between Grand County and Moab City for the Senior/Community Center. The developer of the Subdivision is Grand County.

To secure this promissory note and the completion of the required improvements, Grand County hereby agrees to convey to the City a trust deed in the amount of \$55,794 (fifty-five thousand seven-hundred-ninety-four dollars and no cents) for the property described particularly as follows:

Beginning at a corner which bears S 0° 49' E 1022.3 feet from the Northwest Corner of Section 1, T26S, R21E, SLB&M, and proceeding thence with South Line of the Wimmer Property East 320.2 feet to the Southeast Corner of the Wimmer Property, thence with the East Line of the Wimmer Property N 00° 19' E 132.7 feet to the Northeast Corner of the Wimmer Property, thence with the south line of the Emerald Subdivision S 89° 43' E 108.36 feet along a fence line to a corner, thence S 402.1 to a corner, thence W 432.42 feet to a corner, thence with a fence line N 00° 39' E (Record = N 00° 34' E) 269.93 feet to the Point of Beginning and containing 3.0 Acres More or Less. Corners are monumented as specified on the attached Plat. Bearings are based on the North Line NW1/4 Section 1 (Bearing = N 89° 50' E).

Moab City acknowledges that this note is required as a condition of Subdivision final plat approval, that all required improvements must be completed and guaranteed according to Moab City Ordinances, and that all required improvements must be inspected, approved and accepted by Moab City. Said trust deed shall be executed by Grand County and recorded contemporaneously with the final plat of the MAPS Subdivision Phase I. Said trust deed shall be reconveyed by the City of Moab only upon completion of all required improvements as stipulated by the Improvements Agreement.

ATTEST:

Grand County Council:

Fran Townsend
Fran Townsend, Grand County Clerk/Auditor

Judy Carmichael
Judy Carmichael, Chairman

E 75394 B 0635 P 315-
Da 24-NOV-2004 12:29pm
Fee: No Fee Cash
MERLENE MOSHER, Recorder
Filed By MM
For GRAND COUNTY
GRAND COUNTY CORPORATION
320

IMPROVEMENTS AGREEMENT

The CITY OF MOAB, a Utah municipality ("City"), and Grand County ("Owner") have entered into the following Agreement pursuant to Moab Municipal Code Section 16.20.060, to secure performance of the installation of improvements as required as a condition for approval of the MAPS Subdivision Phase 1. For valuable consideration, the sufficiency of which both parties acknowledge, the parties agree as follows:

1.1 Covered Property. The real property subject to this Agreement ("Property") is as follows:

Beginning at a corner which bears S 0° 49' 1022.3 ft from the Northwest Corner to Section 1, T. 26 S., R 21 E, SLM, and proceeding thence with the South line of the Wimmer Property East 320.2 ft to the Southeast corner of the Wimmer Property, thence with the East Line of the Wimmer Property N 0° 19' E 137.7 ft to the Northeastern corner of the Wimmer Property, thence along the south line of the Emerald Subdivision S 89° 43' E 108.38 ft along the fence line to a corner, thence south 402.1 ft to a corner, thence West 432.42 ft to a corner, thence along the fence line N 0° 43' E (Record = N 0° 34' E) 269.93 ft to the point of beginning and containing 3.0 Acres more or less. Corners are monumented as specified on the attached plat. Bearings are based on the North line NW/4 Section 1, bearing N 89° 50' E.

2.1 Required Improvements. Owner will develop the Property in conformity with the Final Plat/Plan attached as Exhibit "A." Owner hereby agrees to comply with all conditions placed upon the approval as specified before the Moab City Council and agrees to construct and install all improvements, including curb, gutter, sidewalk, and streets, further specified in the engineering plan drawings, Exhibit A, and all other attachments deposited with the City. The following improvements are required:

1. 500 West to include road pavement, curb & gutter, and sidewalk as required for Phase 1

3.1 Phasing of Construction. Construction of all project improvements for Phase 1 shall be complete by May 31, 2005. The parties agree that separate final plats and improvements agreements will be necessary for subsequent phases as the owners of those parcels develop. A reasonable extension of time for the completion of phase 1 improvements may be granted, in the discretion of the City Council, upon a showing by the Owner that there is good cause for an extension and that the work has been diligently prosecuted from the date of this Agreement.

4.1 Acceptance of Improvements Warranty. All improvements, including streets, fire hydrants, curbs, gutters, sidewalks, water and sewer pipelines shall be constructed in a workmanlike manner and in conformity with approved plans and City specifications. All such improvements are subject to inspection by the Public Works Director prior to completion. Water and sewer improvements to be dedicated to the City ("Public Improvements") shall be inspected and tested prior to acceptance. Upon acceptance,

title to Public Improvements will vest in the City.

- 4.2 The Owner warrants that all Public Improvements dedicated to the City shall be constructed in a workmanlike manner and in accordance with approved plans and specifications, and that all such improvements shall be free of defects in materials and workmanship for a period of one (1) year from the date of acceptance by the City. Owner shall promptly repair or replace any defective work following receipt of written notice under this warranty from the City.
- 4.3 All Public Improvements shall be delivered free and clear of any lien or encumbrance. Contemporaneous with the execution of this agreement, the owner shall post a performance bond, in a form acceptable to the City Manager, for the use and benefit of the City and/or any subcontractors, laborers, or suppliers providing labor or materials for construction of Public Improvements that are not complete at the time of execution of this agreement. The bond shall be in an amount of not less than one hundred fifty percent (150%) of the estimated cost of all Public Improvements not complete at the time of execution of this agreement. The parties agree that the City and owner shall come to a mutual agreement as to the estimated cost of all Public Improvements not complete at the time of execution of this agreement.
- 5.1 Zoning Compliance. Building permits for construction on individual lots within the Property shall only be issued upon satisfactory completion and acceptance of all improvements and Public Improvements as stipulated herein.
- 6.1 Default. Remedies. Lapse of Plat. All provisions of this Agreement are material and any violation is grounds for declaration of Default. Prior to invoking any remedies for Default under this Agreement the City shall deliver written notice to the Owner describing the act, event, or omission constituting same, and allowing Owner a period of not less than thirty (30) days in which to cure or abate the violation. Cure within that period reinstates this Agreement.
- 6.2 Upon declaration of default the City may exercise any remedies for violation available under City ordinances or Utah statutes, including, without limitation, proceeding against the payment or performance bonds; withholding building permits or certificates of occupancy/zoning compliance; an action to enjoin or abate zoning violations; recording of a lapse of plat, in whole or in part; and any other remedies available at law or equity, including specific performance or injunctive relief.
- 6.3 The recording of a lapse of plat by the City shall result in the reversion of the approval of the subdivision. A lapse of plat shall terminate all previous approvals and result in the elimination of platted lots for the affected property.

- 7.1 General Provisions. This Agreement shall be binding on and inure to the benefit of the successors and assigns of Owner in the ownership or development of all or any portion of the Property. Prior to assigning any or all of his rights and duties under this Agreement Owner shall obtain from any transferee a written assumption acknowledging and agreeing to be bound by this Agreement.**
- 7.2 This Agreement is the product of mutual bargaining. All terms shall be construed in accordance with their plain meaning, regardless of the extent to which either party participated in the drafting.**
- 7.3 Failure of a party to exercise any right under this Agreement shall not be deemed a waiver of any such right, nor shall any course of dealing or previous action or inaction be deemed a waiver of any rights or claims arising with respect to later or subsequent breaches, acts or omissions.**
- 7.4 The term "Agreement" includes this Improvements Agreement, the Final Plat/Plan for the subdivision, and all related design drawings, which documents shall constitute the sole and complete Agreement between the parties. The Agreement shall supercede all prior Agreements or representations, however evidenced. No modifications to any of the terms of this Agreement shall be binding, unless reduced to writing and lawfully executed by both parties.**
- 7.5 The place of performance of this Agreement is Grand County, Utah. In the event of any legal dispute concerning the subjects of this Agreement, the parties stipulate to venue in the Seventh Judicial District Court, Grand County, Utah. In any such proceeding the parties waive trial to a jury on all claims and agree that the action shall be tried to the court.**
- 7.6 In any legal proceeding concerning the terms of this Agreement the substantially prevailing party shall be entitled to recover its reasonable attorney fees and court costs in addition to any other relief authorized herein.**
- 7.7 This Agreement shall be governed by Utah law.**
- 7.8 This Agreement does not create any third party beneficiary rights. It is specifically understood by the parties that; (a) the Project is a public development; (b) the City of Moab has no interest in, responsibilities for, or duty to third parties concerning any improvements to the Property, unless the City accepts the improvements pursuant to this Agreement; and (c) except as otherwise provided herein, Owner shall have full power and exclusive control of the Property.**

- 7.9 The provisions of this Agreement are severable, and if any portion should be held to be void or unenforceable, then the remainder of this Agreement shall be construed to be in full force without reference to the invalid provision.
- 7.10 In the event of any legal dispute concerning this Agreement neither party shall be liable to the other for consequential damages, lost profits, or delay related damages of any kind.
- 7.11 All notices under this Agreement b given in writing by first class or certified mail, postage prepaid, and delivered to the following addresses:

To the City of Moab:
 City of Moab
 115 West 200 South
 Moab, Utah 84532
 Attn: City Manager

To Owner:
 Grand County
 125 East
 Moab UT 84532

Notice may be delivered to such other parties or addresses as the parties may designate in writing from time to time.

- 7.12 This Agreement shall be recorded in the Grand County land records until such time as all provisions are performed, following which the City shall record a notice of termination.

IN WITNESS WHEREOF, this Agreement has been executed by the City of Moab, acting by and through the Moab City Council, which has duly authorized execution, and by Grand County as of the date(s) specified below.

CITY OF MOAB:

David L. Sakrison
 Mayor David L. Sakrison

10-26-04
 Date

ATTEST: Rachel Ellison
 Moab City Recorder



E 65399 B 0635 P 321-
D 24-NOV-2004 12:32pm 349
Fee: No Fee Cash
MERLENE MOSHER, Recorder
Filed By MM
For GRAND COUNTY
GRAND COUNTY CORPORATION

**MOAB AREA PARTNERSHIP FOR SENIORS
RESTRICTIVE COVENANT**

For valuable consideration, the sufficiency of which is hereby acknowledged, Grand County, Utah ("County"), Moab Valley Health Care, Inc. (MVHC), the Grand County Hospital Service District ("District:"), and the City of Moab ("City"), hereby grant and accept conveyance of this restrictive covenant as follows:

I. RECITALS.

- a. The Parties identified above have engaged in a collaborative process to plan for and develop a senior center and related health care and community facilities on the lands described herein, which are located within the City of Moab.
- b. It is the intention of the Parties that this covenant shall govern future development by creating development standards and design guidelines in addition to those requirements applicable pursuant to the City's Municipal Code.
- c. This covenant is intended to run with the lands described, and shall be enforceable by all, or any, of the Parties described, and no other persons.

II. COVENANT.

- 1. The real property (herein: "the Property") described below shall be subject to the terms and conditions of this Restrictive Covenant:

Hospital Parcel

DESCRIPTION OF A PARCEL OF LAND IN SECTION 1, T 26 S, R 21 E, S.L.M., GRAND COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at a point which bears S 0°49'E 1022.3 ft. thence S 0°39'W 269.93 ft. from the NW Corner Section 1, T 26 S, R 21 E, S.L.M., and proceeding thence East 1011.97 ft., thence S 0°58'E 512.48 ft. to a Corner, thence S 88°52'W 1027.0 ft. to a Corner, thence N 0°39'E 532.86 ft. to the point of beginning and containing 12.23 acres, more or less.

Senior Center Parcel

DESCRIPTION OF A PARCEL OF LAND IN THE NW ¼ SECTION 1, T 26 S, R 21 E, S.L.M., GRAND COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at a point which bears S 0°49'E 1022.3 ft. from the NW Corner of Section 1, T 26 S, R 21 E, S.L.M., and proceeding thence East 320.2 ft., thence N 0°19'E 132.7 ft., thence with the South line of Emerald Subdivision S 89°43'E 108.36 ft., thence South 402.1 ft. thence West 432.42 ft., thence N 0°39'E 269.93 ft. to the point of beginning and containing 3.00 acres, more or less.

Hospital Service District (Remainder)

DESCRIPTION OF A PARCEL OF LAND IN THE NW¼ SECTION 1, T 26 S, R 21 E, S.L.M., GRAND COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at a Corner which bears S 26°30'30"E 994.60 ft. from the Northwest Corner to Section 1, T 26 S, R 21 E, S.L.M., and proceeding thence with the South line of Emerald Subdivision S 89°43'E 217.14 ft. along a fence line to the Southeast Corner of Emerald Subdivision, thence along the East line of Emerald Subdivision North 442.6 ft. along a fence line to a Corner, thence N 89°55'E 508.0 ft. to a Corner on the West line of Kerby Subdivision, thence with the West line of said Kerby Subdivision S 0°34'W 457.7 ft. to the Southwest Corner of said Kerby Subdivision, thence with the South line of said Kerby Subdivision N 89°53'E 147.6 ft. to a Corner, thence S 0°12'W 423.7 ft. to a Corner, thence N 89°34'W 254.5 ft. to a Corner, thence S 2°15'W 40.7 ft. to a Corner, thence S 89°47'W 29.7 ft. to a Corner, thence N 0°58'W 75.58 ft., thence West 579.55 ft., thence North 402.1 ft. to the point of beginning and containing 13.35 acres, more or less.

2. The Parties entitled to enforce this Restrictive Covenant shall be limited to the County, MVHC, the District, and the City, as well as any successors in title to all or part of the Property, or assignees of the named Parties.
3. The Restrictive Covenant shall run with the Property in perpetuity, unless released or modified upon written consent of all of the then owners of record of the Property and the City.
4. Site Plan or other land use review by the City of future development within the Property shall address compliance with this Restrictive Covenant as well as other applicable codes and standards. The Parties shall also be entitled to review and comment upon future development applications.
5. In the event that any existing or new development within the Property shall constitute and actual or threatened violation of this Restrictive Covenant, the affected Parties may deliver written notice of violation to the owner of the parcel upon which the violation is located, which notice shall provide for a period of not less than thirty (30) days in which to cure or abate such violation. If efforts to seek cure or abatement are unsuccessful, the non-breaching party shall demand mediation or a settlement conference with the other Parties as a precondition to seeking judicial relief.
6. Any violation which is not cured by informal means may be abated in an action seeking injunctive, declaratory, or other legal or equitable relief. In any such action the court shall award to the substantially prevailing Party reasonable attorney fees and court costs, in addition to any other equitable relief or damages resulting from the breach.
7. This Restrictive Covenant shall be construed in accordance with Utah law. Venue for any judicial proceedings pertaining to this document shall be in the Courts of Grand County, Utah, and shall be heard solely by the Court, and not a jury.

III. DEVELOPMENT STANDARDS.

1. Development of the Property shall adhere to the following Development Standards:

IV. DEVELOPMENT GUIDELINES

1. In addition, the Parties agree that future development of the Property should comply with the following Development Guidelines, which, though they are not binding, are intended to provide architectural and design guidance for future phases of development:

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Development Standards

Introduction

For the Moab Area Partnership for Seniors project at the orchard property, the following standards are intended to help guide the MAPS committee, architects and developers through the development process. The development process will likely take many years. These Development Standards are to ensure the accessibility of the development to residents and the community and lay out expectations to fulfill the goal of continuity in open space, vegetation, construction specifications and transportation circulation.

A Development Guidelines Document has also been prepared to further assist developers in meeting the vision and goals of the MAPS committee and meet the needs of the Moab community at large. Although the guidelines presented in that document are not requirements, they do present goals to strive towards in developing the land.

The attached site diagram is a record of the spatial arrangements between buildings, vehicular and pedestrian circulation, parking and open space agreed to by the MAPS committee. It is not intended as a site design, but rather to illustrate some of the standards outlined in this document.

Overall concepts

The following outlines the basic goals behind all the standards that follow.

2. Create a cohesive, integrated series of developments that have a sense of place through all phases of development.
3. Organize transportation and circulation to minimize vehicle/pedestrian conflicts, and maximize accessibility.
4. Involve a landscape architect on the design team for each site's development plans, as required for PUD plan approval, to ensure exterior spaces connect and are cohesive.
5. Provide continuity throughout the development with pathways, seating and light standards.
6. Create a multi-generational open space/community park that serves needs unmet by other parks in the community.
7. Maximize the comfort, safety and use of open space in the MAPS development.

Required Standards for Development

Adherence to Development Guidelines

- Each developer will adhere to the Development Standards and address the related Development Guidelines during the design process and in the implementation of their respective projects.

Transportation and Circulation

Vehicle Circulation

- Walking paths and roads will be separated as much as possible. Where walkways and roads intersect, there will be signs, changes in walkway materials and crosswalks to alert motorists and pedestrians.
- Vehicle access to buildings and parking areas will come from perimeter roads. No roadways will go through central open space.
- Service areas will be screened from view, or otherwise designed to avoid a "back alley" appearance.
- The hospital will have its own emergency access for use only by emergency vehicles.

Pedestrian and non-motorized Circulation

- Provide access to central open space from all facilities.
- Each developer will negotiate an easement with the city to provide for the linking of city bike and pedestrian paths to pathways within the development.
- Walking and bike paths will link to other city pathways and streets.
- Develop a circulation system for pedestrians and for bicycles.

Parking

- Buildings will have a covered drop off area that is within 20 feet of main entrances.
- Parking will be shared between facilities whenever possible.
- Large lots with no landscaping are discouraged as per code. Smaller lots broken up by landscaped areas are encouraged.
- Some parking will be positioned close to front entrances of the facilities. Additional parking will be placed near other entrances where possible.
- Some parking near buildings will be designated with signs as "seniors only".

Accessibility and Safety

Accessibility of paths and facilities

- There will be a route linking to City Streets and pathways that will be accessible to strollers, wheelchairs and people with disabilities.
- Create a way finding system to help users orient themselves. Use a basic organizational plan that is easy to recognize. Use signage that is easy to read.
- Use both ramps and stairs where abrupt elevation changes are necessary.

Outdoor Seating

- Public seating areas near facilities will provide a variety of seating options that include benches with armrests, backrests and handrests to assist in getting out of the seat. The highest concentration of these seats will be near facilities, and some will be provided in other areas.

Lighting

- Each development will provide a lighting plan to ensure that lighting in overall development promotes security and continuity.
- Full cut-off lighting will be used for all outdoor lighting.

Outdoor Space

Exterior Social Gathering Spaces

- Some indoor spaces should look out upon outdoor spaces, and have screened in areas or porches.
- Public seating areas and gathering spaces will be in locations frequented often, accessible and visible from facilities so as to promote feeling of safety.

Building Exterior Space

- Building and landscape design and placement will be considered so that no facility dominates the open space. Conflicting uses between facilities will be considered and mitigated for during the design process of each development.

Central Open Space

- A landscape architect will be on the design team for each site's development plans to help link each facility to the central open space.
- All facilities will participate in investigating a cooperative agreement for the coordination, development and maintenance of the central open space.
- There will be a central, multi-purpose outdoor space for use by all three facilities and the general public.

- There will be water fountains, seating areas and trash receptacles.
- Entries to central open space will coincide with bike trails, bike underpasses, crosswalks and roads.
- Central open space will be accessible from all facilities, 500 West and William's Way via walking paths.

Landscaping

- Major landscaping materials will be selected after performing a cost cycle analysis that includes maintenance costs.
- Plants used on site will be appropriate to Moab's climate. Regional plants will be used as much as possible to help minimize maintenance and water use.
- Qualities of drought and heat tolerance should be present in all plants selected.
- Create landscapes sustainable with minimum irrigation, fertilizers and maintenance.
- Develop and use an effective reasonable weed control strategy to include integrated weed management practices which minimize the use of chemical herbicides and pesticides.
- Automated irrigation systems will be installed in each development using drip irrigation in non-turf areas to maximize water efficiency.
- Phased landscaping will be allowed to encourage quality landscapes as opposed to budget cutting landscapes with a five year time limit on the completion of the landscape.
- Provide for irrigation hook-up at the time of construction of facilities to save costs on landscape irrigation installation.

Buildings- Form and Feel

- Buildings will be outwardly focused. Buildings should not create an enclave.
- Ensure residential character (as opposed to institutional or commercial) of buildings. (Variance allowed for hospital).
- The architectural style will be welcoming, including architectural detail of a human scale, avoiding institutional "big block" style architecture and monolithic flat skylines.
- Shape and site buildings to provide view corridors to the portal, rim and mountains.
- Design buildings with respect to the sun and climate. Shade east and west walls from summer sun using deep overhangs or shade trees.
- Buildings will have one or two stories.
- The buildings will be in a park like setting and will be approached from multiple sides. Design for multiple and varied 'front faces' to the buildings.
- Screen heating and cooling equipment on the roof or sides of the buildings.

Exterior Perimeter of Buildings

- Break up exterior surfaces of building with changes in texture, materials, shadow lines, roof lines; or with trellises, overhangs, arcades, and trees.
- Where pedestrian paths run directly adjacent to buildings and lead to building entrances provide overhangs, arcades or shade trees.
- Service areas will be accessible from perimeter roads and screened from other

buildings and central space.

Entrances

- Place the main entrance to buildings at a point where it can be seen immediately from the street of approach and give it a clear, visible shape which stands out in front of the building.
- In addition to the main entrance, provide multiple entrances as needed to accommodate people entering from other buildings, other parking lots or parking spaces far from the main entrance, or from the open spaces. Provide a welcoming, covered entrance to allow for adjustment to light and to offer shelter from elements.
- Position front entrances for views of the portal, the rim or the mountains.
- Create inviting entrances with places for people to stop, sit, wait and talk.

Common Areas

- Design waiting rooms and common areas with the comfort of clients in mind, providing a living-room like atmosphere with natural light, space for tables and sofas, and views if possible.
- Provide easy access to the outdoors.

Accessibility, Circulation and Wayfinding

- Follow ADA guidelines and principles for universal design. (See appendix)
- Provide easy to open doors and a minimum of one automatic door for each building.
- Provide at least one bathroom per building with automatic doors or a no door design.
- Provide covered or shaded walkways to more distant parking spots and between buildings.
- Create a system to help users orient themselves.
- Create comfortable passages, avoiding long sterile hallways.

Materials

- Primary exterior materials will be horizontally laid sandstone, stucco (earth colors), and wood, with possible use of red or buff brick for accent.
- Major interior and exterior materials will be selected after performing a cost cycle analysis that includes maintenance cost.
- Toxicity of materials will be considered and non-toxic options assessed and preferred. Low VOC paints will be used (except where hospital requirements otherwise require). (Seniors even more than the general population are particularly sensitive to airborne impurities.)

Energy Efficiency and Comfort

- Buildings will be designed and built referencing LEED standards. Buildings other than the hospital will be able to qualify for a LEED certification.
- Prioritize LEED criteria to provide a long term cost savings to the community through saved energy and maintenance costs.
- Qualify for Energy Star Home rating or similar standard for all residential units not

eligible under LEED.

- Certify with EPA's IAQ (indoor air quality) standard for all residential units unless a building standard is used that includes IAQ.
- Provide appropriate overhangs over south facing windows to protect from summer sun while allowing sun penetration in winter.
- In residential buildings, maximize rooms with south facing windows.
- Calculate a cost analyses for Ground Source Heat Pump systems for heating and cooling; and for installing solar hot water systems.
- Where solar hot water is not installed provide space and connections for future conversion. (Variance allowed for hospital)

Lighting

- Maximize natural lighting to provide for well being and to reduce energy costs.
- Use compact fluorescent -compatible fixtures.
- Provide adequate levels of light for those who are visually impaired to ensure safety.

Facilities Specific Standards

Hospital

Senior/Community Center

- Locate Senior Center and independent living near each other in order to promote social interaction and allow for shared access to facilities and activities.

Independent Living

- Locate housing units and landscaping to block view and reduce noise from hospital.
- Provide each residence with some personal outdoor area with flexibility for use.
- Provide south facing windows in all residential units. Provide windows on at least two sides in main living areas of residences.

Assisted Living

- Provide a design for south facing windows and windows on at least two sides in main living areas of residences for a maximum number of units.
- Maintain residential character by providing a secondary entrance for pick-up and drop-off, relieving the main entrance of pavement and cars.

Central Open Space

General Recommendations

- There will be a central, multi-purpose outdoor space for use by all three facilities and the general public. Park will be accessible to a diversity of users, such as hospital workers, visitors, patients, passers-through, residents, seniors, and community members.
- The central open space, as a public area of the development, should be designed with input from all the initiating developers and the MAPS committee early in the development process.
- The park will be designed with consideration for its elderly users.
- The central open space should provide a non-motorized connection between nearby neighborhoods and City paths and trails. Wildlife corridors that currently use this route should be maintained or accommodated within the non-motorized pathway/open space system through this area.
- Each site owner will cooperate with others for construction and maintenance.

Microclimate

- Consider vegetation, building height, orientation, seasonal temperatures and movement of sun to enhance the comfort of outdoor sitting and gathering areas.

Circulation

- Some sitting areas will be located close to facilities or parking areas for those with mobility issues or safety concerns.
- Entries to park will coincide with bike trails, bike underpasses, crosswalks and roads
- Include a jogging and walking trail in the park.
- Provide the shortest and most direct route for passing through as shortcut between streets.
- Some passenger unloading zones and parking should be located close to some areas, with some areas accessible by foot or bicycle only.

Uses and Activities for Exterior Social Gathering Space

- A variety of benches and seating will be provided in this area.
- There will be several sub-areas of park that allow for simultaneous multiple uses. Examples of multi-purpose area uses include, but is not limited to: artwork,

outdoor performance space, water feature and a community garden.

- Provide distinct areas for people to pass through and to linger.
- There will be minimal grade changes in walkways. There will be an emphasis on meeting, socializing and activity areas with benches placed at frequent intervals to provide for needs of elderly users.
- A community gardening area with raised beds for wheelchair accessibility should be considered as part of the central open space.

Landscaping

- Unused areas of land around development need to be managed during construction to prevent site from appearing half finished for the next 20 years. For instance, installing paths around the development.
- Create and use an effective weed control strategy to include integrated weed management practices; minimizing use of chemical herbicides and pesticides.
- Plants used on site will be regionally appropriate to Moab's climate, with low maintenance native plants especially emphasized to enhance the sense of place in the outdoor areas. Qualities of drought and heat tolerance should be present in plants selected.
- A landscape architect will be on the design team for each site's development plans to ensure that all facilities have coherent connections to the central open space.

Outdoor Seating

- Movable seating options allow for seasonal flexibility of sitting areas and variations in seating arrangements. This is appropriate near facilities such as the senior center.
- Provide some shaded sitting areas and drinking fountains.

DEVELOPMENT GUIDELINES

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Development Guidelines Introduction

The purpose of the standards is to articulate the vision of the community in such a way that designers understand what is desired. The MAPS collaborative effort has been toward creating a user friendly, community oriented environment that meets specific needs of the community. It has been clear throughout the meetings and with interviews with individuals, that the intent of the project is not simply functional, but also to create a high quality, exemplary project that will become a core component to our community. It will be a place in which people have pride and to which they naturally congregate. The buildings need to meet the aesthetic and physical needs of the community members. The individual components of the project must, in addition, not exceed the short or long term financial capabilities of the community to support them.

A common vision for this project is to create a cornerstone for the community that enhances the lives of seniors while being a place for the entire community. The following development guidelines provide a single document that summarizes MAPS committee members' visions and concerns, and synthesizes this with successful elements from similar projects. The guidelines will help the MAPS committee create the desired continuity of open space, vegetation and construction within the development and ensure the accessibility of the development to residents and the community.

To create a cohesive campus-like area with enough separation for autonomy between the different user sites will require specifically addressing the exterior spaces, and how they connect the facilities and public areas of the development. The exterior spaces can create transitions and boundaries between conflicting uses by using spacing, visual barriers of plant material and placement of parking lots and entry spaces.

Of primary importance is the general siting of the structures and their uses. The way that different facilities relate to one another on the site has implications for social interaction, traffic circulation, pedestrian circulation and the overall function of the site. For example, it is important that the institutional or health care qualities of the hospital not impinge on the activities or feeling of vitality of the community center or assisted housing facilities, or dominate the central open space. Furthermore, the size and the design of the hospital facility should be carefully considered so that it does not dominate the entire site.

The development process will likely take many years. These guidelines will help ensure the accessibility of the development to residents and the community and lay out expectations to fulfill the goal of continuity in open space, vegetation, construction specifications and transportation circulation.

RECOMMENDED GUIDELINES FOR DEVELOPMENT

Though none of these guidelines are required they do represent the public input gathered over the past 2 years, and reflect community desires and needs. The general intent of these guidelines is to help create a campus with an efficient and relatively seamless appearance to its users,

Transportation and Circulation

Vehicle Circulation

Walking paths and roads will be separated as much as possible. Where walkways and roads intersect, there will be signs, changes in walkway materials and crosswalks to alert motorists and pedestrians.

Vehicle access to buildings and parking areas will come from perimeter roads. No roadways will go through central open space.

- There will be a hierarchy of roads between facilities on the site to help minimize congestion and ease the flow of traffic.

Service areas will be screened from view, or otherwise designed to avoid a "black alley" appearance.

The hospital will have its own emergency access for use only by emergency vehicles.

General Guidelines

- Avoid grade change or structural barriers between public spaces and pathways.

Pedestrian and non-motorized circulation

Provide access to central open space from all facilities

Each developer will negotiate an easement with the city to provide for the linking of the city bike and Pedestrian paths to pathways within the development.

Walking and bike paths will link to other city pathways and streets.

- Provide access to outdoor common areas from all facilities in the development
- Walking and bike paths will connect to all major facilities on the site.
- Link pedestrian and bike paths to other routes in the city to ease access for pedestrians and cyclists.

Develop a circulation system for pedestrians and bicycles

- Walkways should connect to form walking loops that offer a choice of length and difficulty, as well as a varied sensory experience. For example, creating different planting zones or spaces for bird watching.
- Pedestrian and bicycle conflicts should be minimized. A bike trail through the development is desired, but requires careful placement to ensure that pedestrian needs are also met. Bicycle and elderly pedestrian conflicts are particularly important to address.
- Materials for walking surfaces will be predictable, non slip and non glare (eg

- stained, light broom finish concrete, brick, exposed aggregate, concrete blocks). There will be a sense of continuity in walking surfaces used at and between the different facilities.

Parking

Buildings will have a covered drop off area that is within 20 feet of a main entrance.

Parking will be shared between facilities whenever possible.

Larger lots with no landscaping are discourage as per code. Smaller lots broken up by landscaped areas are encouraged.

- Covered walkways, tree shaded pathways, or trellises with vines along the path should be considered on a path from the farthest reaches of the main parking areas to the main entrance.

Some parking will be positioned close to front entrances of the facilities. Additional parking will be placed near other entrances where possible.

- Parking lots will be positioned close to facilities with some spaces not more than 20 feet from an entrance.

Some parking near buildings will be designated with signs as "seniors only".

Accessibility and Safety

Accessibility of paths and facilities

There will be a route linking City Streets and pathways that will be accessible to strollers, wheelchairs and people with disabilities.

- A main path linking facilities to each other and to the central open space will have elements that make it easier for elderly and handicapped access. This includes, but is not limited to: benches or seating walls set off the path every 50 feet, or as often as is reasonable, handrails, and no abrupt grade changes along path between use areas.
- At least one pathway that connects facilities will be accessible for wheel chairs and walkers and will be wide enough for 2 wheelchairs to pass comfortably (minimum 8 Feet).

Create a way finding system to help users orient themselves. Use a basic organizational plan that is easy to recognize. Use signage that is easy to read.

Use both ramps and stairs where abrupt elevation changes are necessary.

- Clearly mark and light steps and ramps. Handrails that extend approximately

one foot beyond these elevation changes will be provided.

- Handrails should be approximately two and three quarter's inches in diameter, for ease of gripping.
- Handrails should be made of a material that is resistant to weather and extreme changes of heat and cold.
- In some areas where handrails are appropriate, two rails should be provided, at approximately thirty-two and twenty-six inches, for both ambulatory and non-ambulatory use.

General Guidelines

- Separate pathways for walking and bicycling, or build pathways wide enough to accommodate both.

Outdoor seating

Public seating areas near facilities will provide a variety of seating options that include benches with armrests, backrests and hand rests to assist in getting out of the seat. The highest concentration of these seats will be near facilities, and some will be provided in other areas.

- Seating designed with armrests and backrests that support the lower back and shoulder area should have the leading edge of the arm able to extend beyond the leading edge of the seat, and have a firm, rounded gripping surface.
- Sitting, leaning and resting options could include, but not be limited to: grass, steps, boulders and walls. These options provide additional seating, but do not look empty when no people are present.
- Movable seating options should be considered to allow for seasonal flexibility and variations in seating arrangements, especially near facilities such as the Senior Center.
- Provide a variety of seating in gathering spaces.
- Place benches and seating areas no more than 50 feet apart in high use areas near facilities. Include benches and seating options throughout the central open space.
- Use seating materials such as wood that do not absorb summer heat, or become too cold in the winter to sit comfortably, such as metal or concrete.

General Guidelines

- Tables should allow easy seating for wheelchairs, 30 inches wide with smooth or rolled edges and stable legs.
- Orient seating to allow for views of the Portal, Rim and mountains whenever possible.

Lighting

Each development will provide a lighting plan to ensure that lighting in overall development promotes security and continuity.

- Lighting appropriate for the elderly will be used. This means downward directed, high intensity, non-glaring lighting at building entrances and on pathways.

Safety

- Use signage that is easy to read. Avoid the use of greens and blues in signage. The best legibility can be created through use of white lettering on a black/dark background. Use letter styles that are bold and without serifs. Use symbols, raised letters and pictures to aid those with visual deficiencies.
- Light signs for use at night.
- Include detailing and facilities to allow for surveillance and promote safety (e.g. high branching plant material to increase visibility, careful lighting.)
- Clearly define the areas for residents, facilities staff and clients use versus to public or neighborhood use (e.g. fences, low walls)

Outdoor Space

Exterior Social Gathering Space

Some indoor spaces should look out upon outdoor spaces, and have screened in areas or porches.

- Provide views between outdoor areas and between outdoor and indoor areas.
- Indoor dining facilities should open up into outdoor dining facilities.
- Should patient or resident rooms not face open space, there should be a buffer of at least 15 feet of vegetation between rooms and paved or parking areas.
- Incorporate both active and passive recreational spaces
- Open spaces will be accessible to a diversity of users, such as hospital workers, visitors, patients, passers-through, residents, seniors, and community members.

Public seating areas and gathering spaces will be in locations frequented often, accessible and visible from facilities so as to promote feeling of safety.

- Use areas of high use for gathering spaces (i.e. entry ways, formal activity areas)
- Design outdoor spaces near buildings to be visible from indoor areas frequented by staff.
- Locate outdoor areas for physical and psychological comfort (e.g. L-shaped building).
- Attempt to locate some outdoor seating areas where doors to facilities remain unlocked.

General Guidelines

- Supply a general storage room adjacent to the outdoor space for storing tools and other supplies.
- Provide trash cans and ash trays at areas outside where visitors are likely to smoke as well as in other exterior spaces.
- Have a restroom in close proximity to outdoor spaces, as well as a water fountain.

Building Exterior Space

Building and landscape design and placement will be considered so that no facility dominates the open space. Conflicting uses between facilities will be considered and mitigated for during the design process of each development.

- Landscaped areas will link exterior spaces to interior spaces and encourage movement between the two.
- There will be continuity of open space between developments with site details such as lighting, seating, pathway materials and plant selections that complement and/or transition between spaces and uses.
- Trees and shrubs will be pruned as needed to keep seating areas visually open.
- Consideration of location of housing units and landscaping to block view and reduce noise from hospital.
- Consider of building height for preservation and enhancement of microclimate.

Transition Areas Between Indoor and Outdoor Areas

- Transition areas will be more shaded zones to facilitate transitions from indoor light levels to outdoor light levels (and visa versa).
- Near facilities, all transition areas will incorporate handrails, and or high planter boxes for immediate support.
- Provide and outdoor experience at the gathering space for users who can't venture much farther from it (e.g. planters and garden beds near the outdoor hardscape and near entrances).

General Guidelines

- Provide shade with use of trees, trellises or other vegetation.
- Consider wind patterns and direction in location of public parks and plazas to ensure that excessive winds will not lead to under-use of areas.
- Situate seating areas to receive maximum sunshine in winter months and to create cooler, shady microclimates in the summer.
- If possible use art, unusual or memorable items in the outdoor spaces. This can help with way finding as well as creating more interesting open spaces.

Central Open Space

- A landscape architect will be on the design team for each site's development plans to help link each facility to the central open space.

- All facilities will participate in investigating a cooperative agreement for the coordination, development and maintenance of the central open space.
- There will be a central, multi-purpose outdoor space for use by all three facilities and the general public.
- There will be water fountains, seating areas and trash receptacles.
- Entries to central open space will coincide with bike trails, bike underpasses, crosswalks and roads.
- Central open space will be accessible from all facilities, 500 West and William's Way via walking paths.

Landscaping

Major landscaping materials will be selected after performing a cost cycle analysis that includes maintenance costs.

Plants used on site will be regionally appropriate to Moab's climate. Regional plants will be used as much as possible to help minimize maintenance and water use. Qualities of drought and heat tolerance should be present in all plants selected.

- A variety of plants should be chosen for their visual interest, colors, scents and tactile stimulation. Keep in mind that allergies may necessitate less use of fragrant plants near the hospital.
- Include use of the largest size trees as budget will allow to create the instant sense of permanence trees provide. Also include smaller trees to create a variety of sizes of trees. Smaller trees will also help save funds for other parts of the landscaping.
- Turf should not be used as groundcover except for small areas to create more intimate areas for picnicking, sitting, playing or sunbathing. Regionally appropriate drought tolerant grasses will be used in all areas. Kentucky Bluegrass will not be used and more water thrifty options (such as tall fescue, or buffalo-blue grama where appropriate) should be used.

Create landscapes sustainable with minimum irrigation, fertilizers and maintenance.

- A water budget will be identified for the site's exterior spaces. Each development will budget their exterior water use accordingly.
- Non -turf landscaping treatments are encouraged and might include: hardscapes, pedestrian plazas, revegetated areas, restored orchard areas, walkable groundcovers and manicured gardens.
- Turf should be limited to 10% of the total landscaped area, or 3.3 acres for the whole orchard property. A variety of turf will be chosen based on needs of the area to be used.
- Develop and use an effective reasonable weed control strategy to include integrated weed management practices which minimize the use of chemical herbicides and pesticides.
- Automated irrigation systems will be installed in each development using drip irrigation in non-turf areas to maximize water efficiency.
- Phased landscaping will be allowed to encourage quality landscapes as opposed to budget cutting landscapes with a five year time limit on the completion of the

landscape.

- Provide for irrigation hook-up at the time of construction of facilities to save costs on landscape irrigation installation.

General Guidelines

- A community gardening area with raised beds for wheelchair accessibility will be provided.
- Landscape should allow views of the Portal, Rim and Lasal Mountains from different facilities, and will work to minimize the view of the hospital.
- Consideration should be given to the eventual height and mass of mature plants and trees in regards to shade, views and maintenance at sitting areas and along walking pathways.

Buildings- Form and Feel

Buildings will be outwardly focused. Buildings should not create an enclave.

Ensure residential character (as opposed to institutional or commercial) of buildings. (Variance allowed for hospital).

The architectural style will be welcoming, including architectural detail of a human scale, avoiding institutional "big block" style architecture and monolithic flat skylines.

- Provide some pitched roofs with overhangs.
- Create a visible roof that provides a sense of shelter and invitation. The roofline should accent the entrance.
- Connect the building to the earth around it by blurring its edge using paths, terraced plantings, and steps/gentle ramps.
- Provide built elements in the landscape, which integrate the building with the site.

Shape and site buildings to provide view corridors to the portal, rim and mountains.

Design buildings with respect to the sun and climate. Shade east and west walls from summer sun using deep overhangs or shade trees.

- Shape and site buildings with consideration for solar access of other buildings and adjacent properties.
- Elongate south sides where winter light and heat are desirable.
- Make the north face of the building a series of roofs which slope down towards the ground, so that the sun which might otherwise cast a long shadow to the north strikes the ground as close to the building as possible during the winter.

Buildings will have one or two stories.

- If buildings are two stories, the second story should be set back and a section of roof should top the first story on all sides, to avoid a massive institutional look.

The buildings will be in a park like setting and will be approached from multiple sides. Design for multiple and varied ' front faces' to the buildings.

Screen heating and cooling equipment on the roof or sides of the buildings.

Exterior Perimeter of Buildings

Break up exterior surfaces of building with changes in texture, materials, shadow lines, roof lines; or with trellises, overhangs, arcades, and trees.

Where pedestrian paths run directly adjacent to buildings and lead to building entrances provide overhangs, arcades or shade trees.

- Where pedestrian traffic is not desirable adjacent to the building create a visually interesting wall surface with multiple depths and a variety of scales.

Service areas will be accessible from perimeter roads and screened from other buildings and central space.

Entrances

Place the main entrance to buildings at a point where it can be seen immediately from the street of approach and give it a clear, visible shape which stands out in front of the building.

In addition to the main entrance, provide multiple entrances as needed to accommodate people entering from other buildings, other parking lots or parking spaces far from the main entrance, or from the open spaces. Provide a welcoming, covered entrance to allow for adjustment to light and to offer shelter from elements.

Position front entrances for views of the portal, the rim or the mountains.

Create inviting entrances with places for people to stop, sit, wait and talk.

- At the main entrance to each building make a light filled room that marks the entrance and straddles the boundary between indoors and outdoors.
- Entrances will provide places for people to sit, wait, talk both directly adjacent to the flow and more privately off to the side.
- Bring exterior elements into the interior to provide continuity and flow of interior and exterior.
- Mark the entrance transition with a change of lighting, change of sound, change of directions, change of surface or level and change of view.
- Soften and vary entrance as much as possible with vegetation, short walls, seating areas, overhangs, etc.

Common Areas

Design waiting rooms and common areas with the comfort of clients in mind, providing a living room-like atmosphere with natural light, space for tables and sofas, and views if possible.

- The most frequently used common areas should have south facing windows and windows from a second direction to eliminate glare and provide an inviting space.
- Provide room for newspapers, drinks, and personal belongings.

- Provide a variety of comfortable seating options, including alcoves with more seclusion and possibly reclining chairs.
 - Provide space for indoor planters and/or an aquarium.
 - Provide outdoor and indoor spaces that will accommodate large family groups, including children, who may be visiting patients or residents.
- Provide easy access to the outdoors.

Accessibility, Circulation and Wayfinding

Follow ADA guidelines and principles for universal design. (See appendix)

- Provide an environment that ensures that each user will sustain no harm, injury or undue risk, while simultaneously providing opportunities for self-sufficiency and challenge.

Provide easy to open doors and a minimum of one automatic door for each building.

Provide at least one bathroom per building with automatic doors or a no door design.

Provide covered or shaded walkways to more distant parking spots and between buildings.

Create a system to help users orient themselves.

- Use warm, bright distinguishable colors to create spaces that are easy to recognize.
- Use landmarks such as art, planters, and unique features to reduce confusion, especially for persons with memory loss.
- Provide views from area to area.

Create comfortable passages, avoiding long sterile hallways.

- Create transitions from public to private space with areas that are semi public and semi private between. In hallways create alcoves which are semi private.
- Make passages as much like rooms as possible, with carpets or wood on the floor, furniture, bookshelves, windows and plenty of light.
- Along circulation paths, provide for places of seclusion where one can be free from other people, observation, and unauthorized intrusion.
- Within the building, keep passages as short as possible. Avoid long, unvaried passageways

Materials

Primary exterior materials will be horizontally laid sandstone, stucco (earth colors), and wood, with possible use of red or buff brick for accent.

Major interior and exterior materials will be selected after performing a cost cycle analysis that includes maintenance cost.

Toxicity of materials will be considered and non-toxic options assessed and preferred. Low

VOC paints will be used (except where hospital requirements otherwise require). (Seniors even more than the general population are particularly sensitive to airborne impurities.)

- Selected materials will provide a variety of textures.
- The warmth of colors in a room makes a great deal of difference between comfort and discomfort. Use warm colors and wood to enhance comfort.

Energy Efficiency and Comfort

Buildings will be designed and built referencing LEED standards. Buildings other than the hospital will be able to qualify for a LEED certification.

Prioritize LEED criteria to provide a long term cost savings to the community through saved energy and maintenance costs.

Qualify for Energy Star Home rating or similar standard for all residential units not eligible under LEED.

Certify with EPA's IAQ (indoor air quality) standard for all residential units.

Provide appropriate overhangs over south facing windows to protect from summer sun while allowing sun penetration in winter.

- Where winter heat is desirable from south facing windows provide glazing with a minimum solar heat gain coefficient of 0.4 and preferably greater than 0.6.
- Provide deep overhangs over east and west facing windows. (otherwise interior blinds are used to block summer glare, but also block views and light, while still allowing heat to enter)

In residential buildings, maximize rooms with south facing windows.

Calculate a cost analyses for Ground Source Heat Pump systems for heating and cooling; and for installing solar hot water systems.

- Consider installing GSHP system for all or several buildings simultaneously.

Where solar hot water is not installed provide space and connections for future conversion. (Variance allowed for hospital)

- Prioritize radiant floor heating for comfort and efficiency.
- Provide zone control of thermostats.

Lighting

Maximize natural lighting to provide for well-being and to reduce energy costs.

- Arrange each building so that it breaks down into wings. Make each wing as long and narrow as possible, preferably 25' wide or less.
- Use light shelves and other daylighting techniques to bring daylight deep into the building and minimize glare.
- Paint interior rooms a light color so that light is distributed evenly.
- Bring daylight to halls with light tubes, clerestories, and windows.
- Install automated controls to turn off lights once daylighting provides necessary brightness.

Use compact fluorescent -compatible fixtures.

Provide adequate levels of light for those who are visually impaired to ensure safety.

- Use full spectrum lighting
- In social spaces, common areas, and waiting rooms, design for NON-uniform lighting. Pools of light enhance social character and visual appeal of spaces.
- Provide high output individually controlled task lighting in all common spaces. This reduces energy costs on ambient room lighting while providing needed lighting for reading or fine tasks.

SPECIFIC FACILITIES

Hospital

- Face hospital patient rooms toward open space or vegetated areas. Should patient rooms not face open space, there should be a buffer of at least 15 feet of vegetation between patient rooms and paved or parking areas.
- Consider creation of a buffer zone between hospital and open space with a bike path. This will help break up hospital face dominating the open space and provide additional access to hospital and park
- Create a variety of screened seating areas to provide privacy often desired by patients and family, as well as for staff with the use of planters, vegetation and level changes.

Senior/Community Center

Locate Senior Center and independent living near each other in order to promote social interaction and allow for shared access to facilities and activities.

Independent Living

Locate housing units and landscaping to block view and reduce noise from hospital.

Provide each residence with some personal outdoor area with flexibility for use.

Provide south facing windows in all residential units. Provide windows on at least two sides in

main living areas of residences.

- Provide balconies or patios for all residential units with as many aspects a possible (for instances on south and east sides. Provide a minimum of 6' depth and at least some degree of privacy.
- Key furniture should easily fit in a configuration that allows room to be arranged in at least two ways. Cul-de-sac living room offers more flexibility.
- Provide plenty of storage space as well as areas to display valued possessions.
- Provide shared spaces where residents naturally cross paths. This increases sense of support and community.
- Consider clustering units so as to be decentralized.

Assisted Living

Provide a design for south facing and windows on at least two sides in main living areas of residences for the maximum number of units.

Maintain residential character by providing a secondary entrance for pick-up and drop-off, relieving the main entrance of pavement and cars.

- Provide ample advance view into common areas to allow individuals opportunity to choose whether they want to enter, thereby giving users greater control and sense of choice.
- Design entry with a low-key management presence so that it doesn't overpower entry.
- Dwelling units should be complete with kitchenette, full bathroom, space for a family member to spend the night; allowing for independent behavior.
- Individual bathrooms should be large enough to enable an attendant to assist.
- Provide ample advance view into common areas to allow individuals opportunity to choose whether they want to enter, thereby giving users greater control and sense of choice.
- Provide views from dwellings onto activity and open space while protecting privacy from outside via overhangs, bay windows with plants to screen or grade change.
- Allow residents to personalize their individual spaces, providing pre-wired outlets for their light fixtures, ability to change some floor or wall coverings.
- Encourage residents to personalize their shared spaces with their belongings.
- If there are stairs, provide a landing with a resting bench. Stairs can be therapeutic exercise.
- Design should provide ways to challenge physical ability.
- Make opportunities for physical and/or occupational therapy in highly visible areas.

APPROVED AND ACCEPTED ON THE DATE(S) SET FORTH BELOW

CITY OF MOAB

By: David Sakrison

David Sakrison

2-17-04
Date

ATTEST: Rachel Ellison 3-9-04
City Recorder

STATE OF UTAH)
) ss.
COUNTY OF GRAND)

Address: Moab, Utah 84532

Executed before me by DAVID SAKRISON on behalf of the City of Moab this
^{17th} Day of February, 2004.

Witness my hand and official seal.
My commission expires: May 4, 2004

Notary Public Janice Radcliff



2-5-04
Date

GRAND COUNTY

By: Judy Carmichael
Judy Carmichael

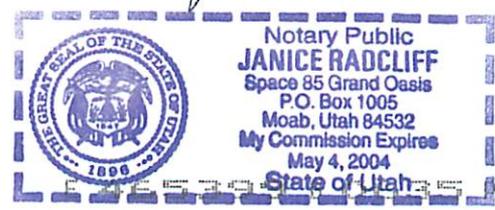
STATE OF UTAH)
) ss.
COUNTY OF GRAND)

Address: Moab, Utah 84532

Executed before me by JUDY CARMICHAEL on behalf of the Grand County this
^{5th} Day of February, 2004.

Witness my hand and official seal.
My commission expires: May 4, 2004

Notary Public Janice Radcliff



MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“**MOU**”) is entered into this ___ day of April, 2017, by and between CANYONLANDS HEALTHCARE SPECIAL SERVICE DISTRICT, a Utah special service district (“**CHCSSD**”), and HOUSING AUTHORITY OF SOUTHEASTERN UTAH, a Utah non-profit corporation (“**HASU**”). CHCSSD and HASU are sometimes individually referred to herein as a “**Party**” and collectively as the “**Parties**.”

RECITALS

A. CHCSSD is the owner of a certain parcel of land of approximately 13 acres located at [•], Moab, Utah, parcel number [•] (“**Property**”).

B. HASU is a 501(c)(3) non-profit, quasi-governmental entity established in 1994 to “Develop, manage and promote, safe, high quality, and energy efficient housing opportunities for low and moderate income individuals and families to enhance lives and communities in Southeastern Utah.” Over the past 23 years, HASU has been involved in developing, constructing, and administering affordable housing programs that include the U.S. Department of Housing and Urban Development’s Choice Voucher Program, the U.S. Department of Agriculture’s Mutual Self-Help Housing Program, and Low Income Housing Tax Credits issued by the Utah Housing Corporation (“**LIHTCs**”).

C. HASU desires to purchase and develop a portion of the Property for independent senior housing for seniors ages 55 and older (“**Project**”). HASU expects that the Project will be financed primarily through LIHTCs. HASU will create a separate, wholly owned limited liability company to purchase the portion of the Property related to the Project. It is anticipated that the Project will consist of approximately 30-40 units of one and two bedroom apartments and serve individuals with income less than 80% of the area median income, with the majority of units serving individuals with income less than 50% of the area median income. It is anticipated that the total development cost of the Project will be between four and six million dollars.

D. The Parties share the common goal of developing senior housing on the Property, and the Parties desire to have a strong, working relationship throughout the duration of the Project. HASU and CHCSSD will each keep their respective governing bodies informed of the terms of this MOU and the progress of the Project.

E. The Parties now wish to enter into this MOU to memorialize the Parties’ intent to finalize negotiations and execute certain documents necessary to consummate the purchase and sale transaction relating to the Project.

UNDERSTANDING

NOW, THEREFORE, the Parties desire to set forth their intent and understanding as follows:

1. Property to Be Purchased. HASU or its designee will purchase approximately three to five acres of the most northerly portion of the Property. The precise identification of the acreage to be purchased will be mutually determined by the Parties during the Review Period.

2. Review Period. HASU shall have at least sixty (60) days but in no event more than one hundred twenty (120) days from the date CHCSSD executes this MOU (“**Review Period**”) within which to (a) finalize negotiations with CHCSSD for a binding contract of purchase and sale between CHCSSD and HASU (“**Contract**”) and execute the same, and (b) (i) complete and approve an economic feasibility study of the Project; (ii) inspect the physical condition of the Property; (iii) review and approve the status of title to the Property and all documents constituting exceptions to title; (iv) review and approve all leases, contracts or other agreements affecting or otherwise encumbering the Property; and (v) review, inspect and approve such other matters concerning the Property as HASU determines so to do, all of the foregoing in HASU’s commercially reasonable good faith determination. Upon the full execution of this MOU, CHCSSD will provide HASU with all reasonably requested documents, records, and other information to the extent the same are in CHCSSD’s possession or control. CHCSSD will also make available to HASU such other non-confidential or non-proprietary documentation as are reasonably related to the Property and in CHCSSD’s possession or control, in a timely manner, as is reasonably requested by HASU during the course of its due diligence.

3. CHCSSD Board Approval. The Parties acknowledge and agree that no Contract will become effective between the Parties without the final approval of the Board of CHCSSD.

4. Closing. The Contract will provide that the closing will take place on the date ten (10) days after the expiration of the due diligence period set forth in the Contract (“**Closing Date**”); provided, however, CHCSSD shall have the right to adjourn the Closing Date one or more times for not more than a total of sixty (60) days and, in addition, CHCSSD shall have the additional right to further adjourn the Closing Date in order to satisfy closing requirements. Time shall be of the essence as to HASU’s obligation to consummate the closing on the Closing Date.

5. Economic Feasibility Study. HASU shall, at HASU’s sole cost and expense, complete and approve the economic feasibility study referenced in Paragraph 2, including financial modeling, feasibility analysis, lot layout, and site improvement planning, to establish the feasibility of the construction and operation of an independent senior living development on the relevant portion of the Property. During the Review Period, the Parties will determine how the Parties will cooperate with respect to land costs and other site improvements with respect to the Property.

6. Zone Change Application. HASU shall, at HASU’s sole cost and expense, apply to the City of Moab for any zone change necessary to implement the Project, and CHCSSD agrees to assist in this application as reasonably requested by HASU.

7. Restrictive Covenants. HASU agrees that it will develop the Project in accordance with the guidelines in the restrictive covenants attached to the Property.

8. Exclusive Dealings. The Parties acknowledge and agree that neither Party will solicit, negotiate for, do any business in, partner with, invest in, nor deal in any projects or transactions of a similar nature to the Project or with respect to the Property with any legal or natural person other than the other Party before the termination of this MOU.

9. Non-Binding Agreement. It is understood that this MOU shall not constitute a contract or binding agreement and, other than the confidentiality obligations set forth in Paragraph 8, the exclusive dealings provisions of Paragraph 9, and the provisions of Paragraph 11, shall not create any legal rights or obligations between the Parties, except for HASU's duty to proceed in a commercially reasonable good faith manner during the Review Period with respect to the negotiation of the Contract and evaluation of the due diligence materials during the Review Period pursuant to Paragraph 2. Without limiting the foregoing, the Parties agree (a) that neither shall have any liability in connection with the transaction described above until such time, if ever, as a Contract relating to such transaction has been prepared and executed by both Parties; (b) that HASU shall be under no obligation to purchase the relevant portion of the Property if either (i) HASU determines that the Project is not economically feasible, or (ii) HASU is not awarded LIHTCs with respect to the Project; (c) that neither Party shall have any binding obligation of any kind or nature whatsoever arising out of this MOU other than the confidentiality obligations set forth in Paragraph 8, the exclusive dealings provisions of Paragraph 9, and the provisions of Paragraph 11; (d) that either Party may determine at any time for any reason or for no reason to cease negotiations for the transfer of the relevant portion of the Property from CHCSSD to HASU; (e) in the event the Parties do not execute a binding Contract on or before the expiration of the one hundred twentieth (120th) day after the date of this MOU, this MOU shall be of no further force and effect and neither Party shall have any further right or liability hereunder; and (f) any future communication between the Parties or their respective representatives (whether written, oral, by correspondence, email, or other medium) shall be ineffective to vary the foregoing provisions of this Paragraph; except for HASU's duty to proceed in a commercially reasonable good faith manner during the Review Period with respect to the negotiation of the Contract and evaluation of the due diligence materials provided by CHCSSD during the Review Period.

10. Miscellaneous. This MOU will be governed by and interpreted in accordance with the laws of the State of Utah, without reference to any choice of law provisions. This MOU may be signed in counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument. Nothing contained in this MOU shall be construed as creating a joint venture or partnership between the Parties. The Parties represent and warrant that the individuals executing this MOU on behalf of the respective Party for whom they are signing are duly authorized to execute this MOU for such Party. A faxed or electronic transmittal of this MOU bearing a signature will serve as delivery of an original, and shall constitute an original for all purposes.

[SIGNATURE PAGE FOLLOWS]

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

CANYONLANDS HEALTHCARE SPECIAL
SERVICE DISTRICT, a Utah special service
district

By: _____

Name: _____

Title: _____

HOUSING AUTHORITY OF SOUTHEASTERN
UTAH, a Utah non-profit corporation

By: _____

Name: _____

Title: _____