<table>
<thead>
<tr>
<th>USE PER 17.09.220</th>
<th>BUILDING SF (EXISTING)</th>
<th>BUILDING SF (PROPOSED)</th>
<th>BUILDING SF (TOTAL)</th>
<th>PARKING REQUIREMENT PER 17.09.220</th>
<th>SQUARE FOOTAGE / PATIENT BEDS / EMPLOYEES</th>
<th>REQUIRED PARKING</th>
<th>PROVIDED PARKING</th>
<th>NOTES</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Hospital (In-Patient Services)</strong></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td><strong>PATIENT BEDS</strong></td>
<td>37,396.00</td>
<td>10,081.00</td>
<td>47,477.00</td>
<td>1 PER 2 BEDS</td>
<td>17</td>
<td>9</td>
<td>9</td>
<td></td>
</tr>
<tr>
<td><strong>EMPLOYEES</strong></td>
<td>1 PER EMPLOYEE DURING DAYLIGHT HOURS</td>
<td>153</td>
<td>153</td>
<td>65</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Medical Clinics (Medical Office Building)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>PATIENT AND EMPLOYEE PARKING</strong></td>
<td>13,494.00</td>
<td>7,801.00</td>
<td>21,295.00</td>
<td>1 PER 200 SF</td>
<td>21,295</td>
<td>107</td>
<td>59</td>
<td></td>
</tr>
<tr>
<td><strong>CIRCULATION/STORAGE/SUPPORT SPACE</strong></td>
<td>9,067.00</td>
<td>9,067.00</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
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</tr>
<tr>
<td><strong>Professional Offices (Administration)</strong></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td>7,395.00</td>
<td>7,395.00</td>
<td>1 PER 300 SF</td>
<td>7,395</td>
<td>25</td>
<td>28</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTALS PARCEL 0001</strong></td>
<td>80,157</td>
<td>25,257</td>
<td>105,414</td>
<td>294</td>
<td>161</td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

*CIRCULATION/STORAGE/SUPPORT SPACE = RESTROOMS, ELECTRICAL ROOMS, TECHNOLOGY DISTRIBUTION ROOM, AND CIRCULATION AREAS HAVE NO PARKING REQUIREMENT ASSOCIATED WITH THEM*

| **COMBINED Parcel ID - 01-0MVH-0003 and Parcel ID - 01-0MVH-0004** | | | | | | | | |
| **Medical Clinics (Medical Office Building)** | | | | | | | | |
| | 2,361.00 | 2,361.00 | 1 PER 200 SF | 2,361 | 12 | 112 |
| **TOTAL PARCELS 0002 & 0004** | 0 | 2,361 | 2,361 | 12 | 112 |

**Parcel ID - 01-0MVH-0005** | | | | | | | | |
| **TOTAL PARCEL 0005** | 0 | | 29 |

**Parcel ID - 01-0MVH-0002**

Convalescent, Nursing (Long-term Care) | | | | | | | | |
| **PATIENT BEDS** | 17,323.00 | 17,323.00 | 1 PER 3 BEDS | 36 | 12 | 12 |
| **EMPLOYEES** | 1 PER EMPLOYEE DURING DAYLIGHT HOURS | 17 | 17 | 22 |
| **TOTAL PARCEL 0002** | 17,323 | 0 | 17,323 | 29 | 34 |

**PROJECT TOTALS** | 97,480 | 27,818 | 125,298 | 335 | 336 |
SHARED PARKING AGREEMENT

THIS SHARED PARKING AGREEMENT ("Agreement") is made this 26th day of July, 2021, by and between Moab Valley Healthcare, Inc., a Utah not for profit corporation, with an address of 450 Williams Way, Moab, Utah, (the "Burdened Property Owner"), and Moab Valley Healthcare, Inc., a Utah not for profit corporation, with an address of 450 Williams Way, Moab, Utah, (the "Benefited Property Owner") (and collectively "the Parties"). This Agreement is entered into in order to comply with Moab Municipal Code §17.09.230.

RECITALS

WHEREAS, the Benefited Property Owner is the owner of certain real property located in the City of Moab, as described in Exhibit A attached hereto and made a part hereof (the "Benefited Property"), which Property is used for a land use that generates a need for parking, pursuant to the City of Moab ("City") code requirements;

WHEREAS, the Benefited Property Owner cannot provide required quantities of parking on the Benefited Property, (the "Required Parking") and desires to meet the City’s parking requirements;

WHEREAS, the Burdened Property Owner is the same as the Benefitted Property Owner but the burdened property plats are different parcels than the Benefitted Property. These are described in Exhibit B attached hereto and made a part hereof (the "Burdened Property"); and

WHEREAS, the Benefited Property Owner desires to provide the Required Parking on the Burdened Property.
AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and other good consideration, the sufficiency of which is mutually acknowledged, the Parties hereto agree as follows:

1. Definitions.
   a. Benefited Property means the property upon which the land use requiring Off-Site Parking Spaces exists, as described in Exhibit A.
   b. Benefited Property Owner means the owner of the Benefited Property.
   c. Burdened Property means the property upon which the Off-Site Parking Spaces will be located, as described in Exhibit B.
   d. Burdened Property Owner means the owner of the Burdened Property.
   e. Off-Site Parking Spaces means the number of spaces of Required Parking provided at the Burdened Property.
   f. Off-Street Parking Ordinance means the provisions of the City of Moab Municipal Code §17.09.220 et. seq. establishing off-street parking requirements.
   g. Required Parking means the number of parking spaces required by the Off-Street Parking Ordinance for the land use proposed for the Benefited Property.

2. Required Parking Spaces. The Burdened Property Owner shall provide __________________ (___) Off-Site Parking Spaces for the Benefited Property Owner. The Burdened Property Owner acknowledges and agrees that the Off-Site Parking Spaces shall not be included in determining the number of parking spaces required for the land uses that are existing on the Burdened Property, if any; provided that nothing in this Agreement prohibits the sharing of parking spaces on the Burdened Property, so long as the requirements of the Off-Street Parking Ordinance are satisfied for both the Benefited and Burdened Properties.
3. **Specific Conditions.** Any certificate of occupancy that is issued for the Benefited Property, temporary or otherwise, may be subject to the continued availability of the Off-Site Parking Spaces for use by the Benefited Property Owner at the Burdened Property. The Burdened Property Owner shall continue to provide the Off-Site Parking Spaces for the benefit of the Benefited Property, until such time as the Benefited Property Owner replaces the Off-Site Parking Spaces, in the manner provided in Paragraph 6 of this Agreement.

4. **Title Policy.** The Burdened Property Owner shall, if requested, provide the City with a title policy or other evidence of title, acceptable to the City Attorney, showing that the Burdened Property Owner owns in fee simple absolute the Burdened Property, prior to the issuance of any certificate of occupancy, temporary or otherwise, for the Benefited Property.

5. **Breach - City's Remedies.** The City is an intended third-party beneficiary of this Agreement. In the event of a breach of any of the terms or conditions of this Agreement by the Benefited Property Owner or the Burdened Property Owner, the Parties shall notify the City Manager immediately and the City may take such action as permitted and/or authorized by law, this Agreement, or municipal, state or federal law or any other means to enforce this Agreement. These remedies include, but are not limited to:
   a. The refusal to issue any building permit or certificate of occupancy for the Burdened Property;
   b. The revocation of any certificate of occupancy, temporary or otherwise, for the Benefited Property or the Burdened Property; or
   c. Any other remedy available at law.

6. **Covenant Binding on Burdened Property.** The Benefited Property Owner and the Burdened Property Owner agree that the terms and conditions of this Agreement are covenants that run with the Burdened Property and are for the benefit of the Benefited
Property and can only be released by the Benefitted Property Owner and the Burdened Property Owner with the concurrence of the City of Moab. The Burdened Property consisting of Parcel 01-0MVH-0005, Address 182 N. Orchard Park Lane, Moab, Utah 84532 shall only be burdened insofar as parking is required, on the westerly most portion of said parcel, and only to the extent necessary to complete required parking spaces not otherwise provided by this or other agreements. The City of Moab shall not, by virtue of this Agreement, have any ownership interest in, or lien upon, either the Burdened or Benefitted Property.

7. Waiver of Defects. In executing this Agreement, the Benefitted Property Owner and the Burdened Property Owner waive all objections they may have concerning defects, if any, in the formalities related to the execution of this Agreement, or concerning the power of the City to impose conditions on the Benefitted Property Owner or the Burdened Property Owner, as set forth herein, and concerning the procedure, substance and form of the motions or resolutions approving this Agreement.

8. Modifications, Binding Effect and Captions. This Agreement shall not be amended, except by subsequent written agreement of the Parties and consent of the City of Moab. The captions to this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part thereof. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

9. Invalid Provision. If any provision of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision hereof, and all of the other provisions shall remain in full force and effect.

10. Governing Law. The laws of the State of Utah shall govern the validity, performance and enforcement of this Agreement. Should either party institute legal suit or action for
enforcement of any obligation contained herein, it is agreed that venue of such suit or action shall be in Grand County, Utah.

11. Notice. All notice required under this Agreement shall be in writing and shall be hand delivered or sent by U.S. Mail, return receipt requested, postage prepaid, to the addresses of the Parties herein set forth. A Notice copy shall also be provided to the City Manager of the City of Moab, Utah. All notices so given shall be considered effective upon delivery. Either party, by notice so given, may change manner of delivery (e.g. e-mail, etc.) and/or the address to which future notices shall be sent.

Notice to Burdened Property Owner and/or Benefitted Property Owner

Jennifer Sadoff, CEO
Moab Valley Healthcare, Inc.
450 Williams Way
Moab, Utah 84532

Notice to the City of Moab:

City Manager
217 E. Center Street
Moab, UT 84532

14. Recording of Agreement. This Agreement shall be recorded in the real estate records of Grand County and shall be a covenant running with the Burdened Property and the Benefited Property in order to put prospective purchasers or other interested parties on notice as to the terms and provisions hereof.

15. Title and Authority. The Burdened Property Owner expressly warrants and represents to the City that it is the record owner of the property constituting the Burdened Property, and the Benefited Property Owner expressly warrants and represents to the City that it is the record owner of the property constituting the Benefited Property, and both the Burdened Property and Benefited Property Owners further represent and warrant, together with the undersigned individual(s), that the undersigned individual(s) has or
have full power and authority to enter into this Agreement. The Burdened Property Owner and the Benefited Property Owner and the undersigned individual(s) understand that the City is relying on such representations and warranties in entering into this Agreement.

WHEREFORE, the Parties hereto have executed this Agreement on the day and year first above written.

APPROVED AS TO FORM:

_________________________________________ Date: ________________________

Laurie Simonson
City Attorney
City of Moab

BENEFITED AND BURDENED PROPERTY OWNER
Moab Valley Healthcare, Inc.

By ___________________________ Date: 7/26/2021
Jennifer Sadoff, CEO
450 Williams Way, Moab, UT 84532
Ph: 435-719-3500

Subscribed and sworn to before me this __________________ Day of __________, 20__

Notary Public Signature
EXHIBIT A

BENEFITTED AND BURDENED PROPERTY

BENEFITTED PROPERTY

**Tract # 1 Name:** Parcel 01-0MVH-0001, Moab Valley Healthcare Subdivision, City of Moab, Utah, with a current property address of 450 Williams Way, Moab, UT 84532


BURDENED PROPERTY

**Tract # 1 Name:** Parcel 01-0MVH-0003, Moab Valley Healthcare Subdivision, City of Moab, Utah with a current property address of 382 West Care Campus Drive, Moab, Utah 84532.


**Tract # 2 Name:** Parcel 01-0MVH-0004, Moab Valley Healthcare Subdivision, City of Moab, Utah, with a current property address of 356 West Care Campus Drive, Moab, Utah 84532


Note: Pursuant to a *Petition to Vacate, Alter Or Amend A Subdivision Plat* currently pending with the City, the above-described Lots 3 and 4 may be consolidated into a new Lot 3A of the subdivision. The covenants and agreements stated in this agreement shall apply to the newly-denominated Lot 3A to the same extent as lots 3 and 4.

**Tract # 3 Name:** Parcel 01-0MVH-0005, Moab Valley Healthcare Subdivision, City of Moab, Utah, with a current property address of 182 North Orchard Park Ln, Moab, Utah 84532. [See above limitation on Burden at paragraph 6 of this Agreement with respect to this Parcel].