

**BLUFFDALE CITY
CITY COUNCIL &
REDEVELOPMENT AGENCY BOARD**

MEETING AGENDA

City Council Chambers

Wednesday, August 26, 2026, at 6:00 p.m.



Mayor Natalie Hall
Councilmember Steve Austin
Councilmember Wendy Aston
Councilmember Greg Wilding
Councilmember Mackey Smith
Councilmember Alan Lord

Notice is hereby given that the Bluffdale City Council and Redevelopment Agency Board will hold a meeting on Wednesday, August 26, 2026, at Bluffdale City Hall, 2222 West 14400 South, Bluffdale, Utah. The meeting will begin at **6:00 PM** or as soon thereafter as possible. This meeting will also be broadcast live to the public at: www.bluffdale.gov. The public may comment at the meeting or by emailing comments to councilmeetingcomment@bluffdale.gov by **4:00 PM** the day of the meeting. Emailed comments will be submitted to the City Council but will not be read at the meeting. Notice is further given that access to this meeting by the City Council may be by electronic means.

In the event the meeting is disrupted in any way that the City in its sole discretion deems inappropriate, the City reserves the right to immediately remove the individual(s) from the meeting and, if needed, end virtual access to the meeting. Reasons for removing an individual or ending virtual access to the meeting include but are not limited to the posting of offensive pictures, remarks, or making offensive statements, disrespectful statements or actions, and any other action deemed inappropriate.

BLUFFDALE CITY COUNCIL REGULAR BUSINESS MEETING 6:00 P.M.

1. **Call to Order:** (Roll Call, Invocation, Pledge of Allegiance*).
2. **Minute and Agenda Approval:**
 - 2.1 July 22, 2026, City Council Meeting Minutes.
 - 2.2 Approval of this meeting's agenda.
3. **Presentation Items:**
 - 3.1 Jordan Valley Water Conservancy District, Summary of Operations 2025-2026 Report (*Presenters, Jacob Young, General Mgr. and John Richardson, Trustee*).
4. **Public Comment:** (This is a time and place for any person who wishes to comment on items **not** scheduled on the agenda for public hearing. Any person or group wishing to comment on any item not otherwise scheduled for public hearing on the agenda may address the City Council at this point by stepping to the microphone and giving his or her name for the record or by emailing councilmeetingcomment@bluffdale.gov. Comments should be limited to not more than three (3) minutes, unless additional time is authorized by the Chair. Groups wishing to comment will be asked to appoint a spokesperson. Items brought forward to the attention of the City Council will be turned over to staff to provide a response outside of the City Council meeting.)
5. **Consent Agenda:** (These items are considered by the City Council to be routine and will be enacted by a single motion. If discussion is desired on any particular consent item, that item may be removed from the consent agenda and considered separately. No public comment will be permitted.)
 - 5.1 **Resolution 2026-40-** Appointing a board member to Healthy Bluffdale Coalition Board.
 - 5.2 **Resolution 2026-41-** Adopting the 2025 Multi-Jurisdictional Hazard Mitigation Plan related to the City of Bluffdale.
6. **Action or Discussion Items; Items Continued from Previous Meeting:** (These items are considered by the City Council individually. No public comment will be permitted.)
 - 6.1 **Ordinance 2026-14-** A proposed amendment to Chapter 7.50 of the Bluffdale City Code related to the disposition of real property. (*Staff Presenter, Grant Crowell*)

7. **Public Hearing Items:** (Public comments must abide by the requirements listed above).

7.1 **Ordinance 2026-15-** A request to vacate a portion of public right-of-way, 1690 West, approximately 0.032 acres. *(Staff Presenter, Ellen Oakman)*

BLUFFDALE CITY REDEVELOPMENT AGENCY BOARD MEETING

1. **Call to Order:** (Roll Call)

2. **Discussion/Presentation/Action Items:**

2.1. **RDA Resolution 2026-42-** Consenting to assignment of the Participation Agreement, Plentiful Way Title Holder, LLC to new Participant, Independence Apartments Ventures, LLC. *(Staff Presenter, Stephanie Thayer)*

3. **RDA Discussion:**

4. **Adjournment.**

BLUFFDALE CITY COUNCIL REGULAR BUSINESS MEETING- continued

8. **Staff Reports, Additional Council Discussion, and Calendaring Items:**

9. **Closed Meetings** - if any: (This meeting will be closed to the public for one of the stated purposes found in Utah Code § 52-4-205(1), which is usually for one of the following purposes: discussion of the character, professional competence, or physical or mental health of an individual; discuss collective bargaining; discuss pending or reasonably imminent litigation; discuss the purchase, exchange, sale, or lease of real property, including water rights or water shares).

10. **Adjournment.**

CERTIFICATE OF POSTING

I hereby certify that the foregoing notice and agenda was posted at the Bluffdale City Hall and on the City's website (www.bluffdale.gov), and posted on the Utah State Public Notice website (www.utah.gov.pmn).

Published and posted on **August 21, 2026.**



**Tami Timothy
City Recorder**

In compliance with the American with Disabilities Act, individuals needing assistance or other services or accommodation for this meeting should contact Bluffdale City Hall at least 24 hours in advance of this meeting at 801-254-2200. TTY 7-1-1.

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BLUFFDALE CITY REDEVELOPMENT AGENCY BOARD MEETING

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3. **RDA Discussion:**

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BLUFFDALE CITY COUNCIL REGULAR BUSINESS MEETING- continued

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Present:

City Council: Natalie Hall, Mayor
Steve Austin
Alan Lord
Mackey Smith
Greg Wilding

Staff: Bruce Kartchner, City Manager
Fred Donaldson, City Attorney
Tami Timothy, City Recorder
Stephanie Thayer, Administrative Services Director
Grant Crowell, Community and Economic Develop. Director
Caitlyn Tubbs, Planning Manager
Ellen Oakman, Associate Planner
Matt Evans, Fire Chief
Shane Paddock, Public Works Director
Chief Andrew Burton
Courtney Armstrong, Accounts Payable
Russ Cramer, Code Enforcement

BLUFFDALE CITY COUNCIL REGULAR BUSINESS MEETING

1. Call to Order.

Mayor Hall called the meeting to order at 6:03 PM.

Shane Manwaring offered the invocation and led the Pledge of Allegiance.

2. Minutes and Agenda Approval.

2.1 July 08, 2026, City Council Meeting Minutes.

2.2 Approval of this Meeting's Agenda.

Council Member Austin moved to APPROVE the Consent Agenda, as presented. Council Member Wilding seconded the motion. The motion passed with the unanimous consent of the Council.

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1 **3. Presentation Items.**

2
3 **3.1 None.**

4
5 **4. Public Comment.**

6
7 Mayor Hall opened the public comment period.

8
9 Mayor Hall reported that emailed comments had been received and forwarded to the City Council.

10
11 *Shane Manwaring*, a Bluffdale resident, introduced himself as a candidate for Salt Lake County
12 Sheriff. He stated that he resides in the Rock Hollow neighborhood and has been visiting city
13 councils throughout the county to introduce himself and his campaign.

14
15 Mr. Manwaring provided an overview of his background, noting that he is married with five
16 children and has more than 30 years of military service, including service through ROTC. He
17 retired with the rank of Colonel and during a deployment to Afghanistan from 2019 to 2020,
18 commanded approximately 2,995 soldiers while overseeing a budget of \$300 million. He also
19 shared that he has served in law enforcement for 23 years and is currently employed as a lieutenant.

20
21 Mr. Manwaring explained that his decision to run for sheriff was driven by concerns regarding the
22 operations of the Salt Lake County Jail. He stated that improving the jail's operations is essential
23 to enhancing public safety throughout the county, as all law enforcement agencies rely on the
24 facility. He referenced a legislative audit from December, indicating that some individuals booked
25 into the jail are released within four to twelve hours, which, in his view, contributes to a cycle of
26 repeat offenses involving substance abuse, theft, overdose, emergency medical response, and re-
27 arrest. He emphasized the need for leadership focused on improving the jail's operations to better
28 support law enforcement efforts and public safety.

29
30 Mr. Manwaring concluded by thanking the Council for the opportunity to introduce himself and
31 invited those interested to learn more about his campaign through his social media pages.

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There were no further comments, The public comment period was closed.

5. Consent Agenda

5.1 Resolution 2026-38 – A Resolution approving a Preliminary Official Statement and Official Statement with the issuance and sale of Water Revenue Bonds, Series 2026.

5.2 Resolution 2026-39- A Resolution authorizing the surplus of City-owned Property.

Council Member Austin moved to APPROVE the Consent Agenda, as presented. Council Member Smith seconded the motion. The motion passed with the unanimous consent of the Council.

6. Action or Discussion Items; Continued from Previous Meeting.

6.1 None.

7. Public Hearing Items.

7.1 Ordinance 2026-11- A proposed amendment to Chapter 11.20 of the Bluffdale City Code to adopt definitions of ‘fulfillment center’ and ‘medical transportation establishment’ and amending Section 11.350.020 of the Bluffdale City Code to permit these new uses within certain non-residential zones. City of Bluffdale, Applicant. (Application 2026-18) (Staff Presenter, Caitlyn Tubbs)

Planning Manager, Caitlyn Tubbs, presented a proposal to amend Chapter 11.20, the City's commercial and industrial land use tables. She explained that, at the request of the Planning Commission in late 2025, staff reviewed the City's non-residential land use tables to identify uses that were not currently defined but had generated frequent inquiries from applicants. Staff identified fulfillment centers and private ambulance providers, referred to in the code as medical transportation establishments, as the primary uses requiring clarification.

Ms. Tubbs reported that staff held a work session with the Planning Commission in March 2026 to discuss the proposed changes and returned in June with draft code amendments. Following a

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1 public hearing, the Planning Commission unanimously recommended approval of the
2 amendments.

3
4 She reviewed the proposed definitions for both uses. A fulfillment center was defined as a facility
5 of up to 10,000 square feet, without a retail storefront and not open to the public, where goods are
6 stored, packaged, and shipped directly to customers. She explained that the primary distinction
7 between a fulfillment center and an existing warehouse use is the 10,000-square-foot size
8 limitation, which is intended to accommodate smaller businesses requiring limited storage and
9 shipping space.

10
11 Ms. Tubbs also presented the definition of a medical transportation establishment as a facility
12 providing emergency or non-emergency patient transportation to hospitals or other off-site medical
13 providers. The definition permits a dispatch office and sleeping accommodations for up to four on-
14 call personnel, allowing two ambulance crews to remain on-site at all times. She noted that the use
15 would not permit on-site medical treatment.

16
17 Ms. Tubbs outlined the proposed zoning amendments. Within the Bringham Station development,
18 fulfillment centers would not be permitted in Area A, the retail-focused portion near Redwood
19 Road, but medical transportation establishments would be allowed. Both uses would be permitted
20 in Area B, the remaining commercial area.

21
22 For the City's standard non-residential zoning districts, fulfillment centers would be permitted in
23 the Professional Office, General Commercial, Heavy Commercial, Regional Commercial, Light
24 Industrial, Heavy Industrial, and Sand and Gravel zones, but not in the Neighborhood Commercial
25 or Civic Institutional zones. Medical transportation establishments would be permitted in the
26 Professional Office, Heavy Commercial, Regional Commercial, Light Industrial, and Heavy
27 Industrial zones, but not in the General Commercial, Neighborhood Commercial, Sand and Gravel,
28 or Civic Institutional zones. She explained that restricting the use from certain commercial areas

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1 was intended to minimize potential impacts, such as emergency vehicle lights and sirens, on nearby
2 residential neighborhoods.

3
4 Ms. Tubbs concluded by reiterating that the Planning Commission had unanimously recommended
5 approval of the proposed text amendment and invited questions from the Council.

6
7 Council Member Austin asked whether the proposed definition of a fulfillment center would affect
8 the ability of a large company, such as Amazon, to locate a facility in Bluffdale. Ms. Tubbs
9 explained that a typical Amazon fulfillment center, generally ranging from approximately 100,000
10 to 200,000 square feet, would be classified as a warehouse under the City's existing code rather
11 than as a fulfillment center, which is limited to 10,000 square feet. She stated that the proposed
12 amendment was intended to accommodate smaller-scale fulfillment operations and would not
13 prevent larger warehouse facilities from locating in zoning areas where warehouses are permitted.

14
15 Council Member Lord asked whether the City prohibited the storage of any specific types of
16 tangible goods within fulfillment centers. Ms. Tubbs responded that neither the City's business
17 licensing code nor land use code restricts the types of goods that may be stored. She explained that
18 any specialized storage or racking systems would be reviewed through the building and fire code
19 process, and businesses would also be required to comply with annual fire safety inspections and
20 applicable building and fire code requirements.

21
22 Council Member Lord also asked whether fulfillment centers would be permitted to have their own
23 delivery vehicles on site. Ms. Tubbs confirmed that the proposed definition does not restrict
24 delivery methods or vehicle types. She stated that businesses could utilize their own vehicles or
25 commercial carriers such as the United States Postal Service, UPS, FedEx, or larger freight
26 vehicles, provided the site is designed to accommodate the necessary vehicle access, turning radii,
27 and dock heights.

28
29 Mayor Hall opened the public hearing. There were no comments. The public hearing was closed.
30

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Council Member Austin moved to APPROVE Ordinance 2026-11, A proposed amendment to Chapter 11.20 of the Bluffdale City Code to adopt definitions of ‘fulfillment center’ and ‘medical transportation establishment’ and amending Section 11.350.020 of the Bluffdale City Code to permit these new uses within certain non-residential zones. Council Member Wilding seconded the motion. Vote on Motion: Council Member Lord-Yes, Council Member Austin-Yes, Council Member Wilding-Yes, Council Member Smith-Yes. The motion passed unanimously.

7.2 Ordinance 2026-12- A proposed amendment to Section 11.160.320 of the Bluffdale City Code, Placement and Usage of Accessory Storage Containers, to allow for placement and use of storage containers (e.g. shipping containers, Conex containers, enclosed truck trailers, freight containers, etc.) within the City of Bluffdale and limiting the number and locations of such within residential and non-residential zones. (Staff Presenter, Caitlyn Tubbs)

Planning Manager, Caitlyn Tubbs, reported that the proposed ordinance was drafted at the Council’s direction following multiple Work Sessions and legislative visioning sessions in 2025 and 2026.

The Planning Commission reviewed the draft ordinance at a February 18, 2026, public hearing. The item was then continued pending additional research on the existing number of containers throughout the City. In March 2026, an informal survey was conducted in which Staff counted containers visible from the right-of-way. The proposal was then further revised based on this information and feedback received from residents at the February 18 meeting.

On June 3, 2026, the Planning Commission re-reviewed the ordinance and held a second public hearing. At that time, they proposed that the unit of measurement be revised from an overall count of containers to total linear footage in order to allow more flexibility for homeowners to choose the appropriate length container for their property. They also directed Staff to provide for temporary placement of containers for remodeling or moving in or out of a home. Pods and U-Box cubes are examples of these types of containers.

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On July 1, 2026, the Planning Commission forwarded a unanimous positive recommendation of approval to the City Council.

The following definition of “Cargo Container” would be added to BCC § 11.20.020:

“Cargo Container: A standardized, reusable vessel fabricated to transport freight or goods on a truck, railroad, or ship, in accordance with international standards for overseas shipping, including cargo containers, shipping containers, or other portable storage units that are placed on private property and used for storage of items, including, but not limited to: clothing, equipment, goods, household or office fixtures or furnishings, materials and merchandise.”

Staff reviewed other municipalities’ code regarding cargo or shipping containers and determined that the majority included language regarding standardized sizing, international or national shipping standards, and types of goods that may be stored.

Proposed placement standards would be added to BCC § 11.160.320:

1. Cargo containers may only be placed as an accessory use, meaning any lot or parcel containing a storage container must have an existing primary use before the container is placed and throughout the duration of its placement.
 - Cargo containers cannot be placed on vacant property as it would be considered open storage.
2. Vertical stacking of storage containers and stacking of any other materials on top of or attached to storage containers is prohibited. Roofs, lean-tos, and other structures shall not be affixed to or placed on storage containers unless the container is fully integrated into an accessory building and complies with all adopted Building Codes.

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- 1 • Cargo containers can be used to create Accessory Dwelling Units (“ADU”)
2 or accessory buildings. However, if a structure is created out of containers,
3 it must meet all manufacturer specifications and adopted Building Codes.
- 4
- 5 3. Storage containers shall not be used as dwelling or living quarters, nor for camping
6 purposes, for any amount of time in any zone, except as permitted in Chapter
7 11.340: Accessory Dwelling Units.
- 8 • If a cargo container is used for human habitation, it must meet Building
9 Codes as specified in Item 2.
- 10
- 11 4. Property owners and users of cargo containers shall ensure the containers are kept
12 in good repair and are stored on a gravel or other compacted surface. For the
13 purposes of this section, a storage container is not considered in a good state of
14 repair when it is incapable of being moved intact, holes in the container exist due
15 to damage or rust, or it has been infested with vermin or other pests.
- 16 • Other municipalities required that containers be placed on concrete or
17 asphalt, and that specification was included in the first draft of the
18 ordinance. However, the requirement was revised based on resident
19 feedback.
- 20
- 21 5. Cargo containers shall not be placed within required off-street parking spaces or
22 public rights-of-way.

23
24 Ms. Tubbs reported that the proposed maximum number of containers was determined based on
25 the March survey and represented the highest number of containers observed on any property in
26 the City. The ordinance was reverted to a maximum number of containers rather than linear
27 footage due to the difficulty of enforcing the latter standard; Code Enforcement would need to
28 access private property and measure each container. The Planning Commission approved of this
29 change.

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In non-residential zones:

1. Cargo containers may only be placed where open storage is a permitted accessory use.
2. One container (up to 40 feet in length) may be placed for each 8,000 square feet of lot size.
3. Placement of cargo containers shall be indicated on the approved Site Plan.

In residential zones:

1. Cargo containers shall not be placed in any required front yard or corner side yard. Cargo containers may only be placed within easements or utility corridors with the prior written consent of the easement holder(s) or corridor owner(s).
 - One cargo container (up to 20 feet in length) may be placed within the front yard on a temporary basis (no more than 120 calendar days in one calendar year) for the purposes of personal storage while moving in, moving out, or remodeling a residence.
 - Standard driveway depth is 20 feet, and the above will ensure that temporary containers do not encroach into the public right-of-way.
2. Number of storage containers allowed:
 - On lots less than 20,000 square feet in size, one container (up to 40 feet in length) is allowed.
 - On lots 20,000 square feet to one acre in size, one container (up to 40 feet in length) is allowed per 5,000 square feet of lot area, not to exceed six containers.
 - On lots one acre or larger in size, one container (up to 40 feet in length) is allowed per 5,000 square feet of lot area, not to exceed nine containers.

Ms. Tubbs reported that the March survey found one property with nine containers. The direction throughout the process had been that the City did not want to negatively impact residents who

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1 already owned containers but to also set a maximum number permitted. Approximately 10% of
2 properties surveyed had containers, and of those 77% had one to two containers.

3
4 Council Member Wilding asked if the easement restrictions included public utility easements. Ms.
5 Tubbs confirmed that a written agreement from the easement holder(s) would be required. The
6 City had a similar provision for property owners wishing to build swimming pools or accessory
7 structures within an easement. If an existing container was placed in an easement, it would be in
8 the property owner's best interest to obtain an agreement. If a container was placed across the
9 Jordan Valley Aqueduct easement, for example, and there was an issue in the area of the container,
10 the Jordan Valley Water Conservancy District could move or destroy the container to access their
11 utility and would have no obligation to repair or replace it. Council Member Wilding indicated
12 that, in his experience, the agreements are not difficult to obtain.

13
14 Mayor Hall asked if the regulation would be enforced with existing containers. Ms. Tubbs
15 explained that the City can enforce its own easements. However, public utility easements would
16 be enforced by the specific utility. Mayor Hall pointed out that open storage is not allowed on a
17 power corridor, so a utility would not be allowed in that area. Ms. Tubbs indicated that Rocky
18 Mountain Power had granted leases for storage within easements in the past. If the Council
19 approved the ordinance, containers could be placed within the power corridor with Rocky
20 Mountain Power's permission.

21
22 Council Member Lord asked if two containers could be stacked to build an ADU. Ms. Tubbs
23 confirmed that it would be permitted as long as the structure meets Building Code. Council
24 Member Lord inquired about the definition of "primary use". Ms. Tubbs reported that the primary
25 use is the intended land use for the property. In a residential zone, the primary use is a dwelling.
26 A commercial property is intended to contain a business. Those uses are enclosed within a primary
27 structure that, if present on the property, satisfies the requirement. Containers could not be placed
28 on a vacant property with no structure. If the primary use was no longer present, the container
29 would have to be removed.

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1 Council Member Smith appreciated that Staff conducted a physical survey of the City and asked
2 how many properties had existing shipping containers. Ms. Tubbs reported that approximately 8%
3 to 10% of residential parcels had one or more containers.

4
5 Council Member Smith asked if intentionally placed holes would be allowed in containers. Ms.
6 Tubbs confirmed that a skylight, for example, would be allowed. Containers with holes due to
7 damage or rust would be considered in poor repair.

8
9 Council Member Smith asked what constitutes a roof. For example, could a tarp be placed across
10 the tops of two shipping containers to prevent hay stored below it from getting wet. He also asked
11 for more information on how the ordinance would apply to existing containers. Ms. Tubbs
12 explained that a tarp or cloth that is intended to provide shade or shelter from weather would not
13 be considered structural. The intent was to prevent the addition of a truss pack to the top of a
14 container or a structural roof between two containers, for example, which would raise concerns
15 about whether it was properly affixed or engineered. In that case, the property owner would need
16 to obtain a building permit for an accessory structure and meet all adopted Building Codes.

17
18 Ms. Tubbs reported that per the City's land use code, existing structures that were already
19 recognized as non-conforming uses would not require approval as long as the structure is not
20 expanded or abandoned.

21
22 Council Member Smith stated that the ordinance seemed to be written to provide some structure
23 while not prohibiting existing containers. Ms. Tubbs indicated that the City currently did not have
24 standards related to cargo containers. As a result, Staff receives calls from residents inquiring
25 about the maximum number allowed or where they can be placed. It would be more efficient to
26 have clear standards that can be conveyed to residents and business owners.

27
28 Council Member Lord asked if property owners would be required to apply prior to placing a
29 container on their property. Ms. Tubbs reported that no application process was proposed for
30 placing a container, but a building permit would be required to incorporate containers into a

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1 structure. The ordinance would allow for enforcement if containers on a specific property became
2 a nuisance. Where containers are placed would be self-regulated.

3
4 Council Member Austin stated that he had attended the Planning Commission meetings where the
5 ordinance was discussed, and he had also received emails from residents regarding the proposal.
6 All emails he received were against regulating cargo containers. He asked if any residents had
7 requested the regulations. Ms. Tubbs confirmed that the ordinance was not requested by residents.
8 Rather, it was an assignment received from the City Council in 2025 and 2026.

9
10 Council Member Wilding stated that he was aware of two properties that had several containers
11 and asked if complaints had been received about those specific properties. Ms. Tubbs confirmed
12 that multiple complaints had been received and Code Enforcement cases opened about the number
13 of containers on those properties, which is why a maximum number of containers was proposed.
14 City Attorney, Fred Donaldson, added that the provisions related to stacking and number were
15 included in response to Code Enforcement cases observed in the City.

16
17 Council Member Austin gave the example of a resident who owns two adjacent properties but
18 there is only a primary structure on one. Ms. Tubbs indicated that a primary use would be required
19 on both properties, so the resident could not place a shipping container on the vacant property.
20 Council Member Austin asked why the City would care if a shipping container was placed on a
21 property without a primary use. Ms. Tubbs reported that if there is a primary use, someone will
22 be at the property regularly to maintain it and keep it pest free. Mayor Hall noted that current code
23 required a primary use for any secondary structure. Mr. Donaldson added that open storage and
24 junkyards are not allowed in the City. There had been requests from people who wanted to
25 purchase a property and erect a non-residential structure such as a barn, which was also not
26 allowed. Residential areas are intended for residential purposes. The solution in this scenario
27 would be to consolidate the lots.

28
29 Council Member Austin asked who would determine whether a container is in good repair and on
30 a compacted surface. Ms. Tubbs reported that feedback received at the first public hearing was

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1 that if the City enacted the ordinance, residents wanted it to be as non-intrusive as possible. Staff
2 determined that simply setting standards and requiring them to be met would not be overly
3 intrusive, as it would allow residents to have cargo containers while maintaining the City's
4 aesthetics. The ordinance would be primarily self-regulated. However, if there were complaints
5 about weeds, rust, placement, etc., a Code Enforcement case could be opened and the standards
6 enforced.

7
8 Council Member Austin gave the example of two neighboring property owners, one with a 0.99-
9 acre lot and one with a one-acre lot. The first resident would only be allowed to have six containers,
10 but the other could have eight. He did not believe that followed a natural progression and asked
11 why the requirement was not simply one container per 5,000 square feet up to a maximum of nine,
12 regardless of lot size. Ms. Tubbs reported that Staff thought a simplified breakdown would be
13 more efficient, but the language could be changed at the Council's direction. Council Member
14 Austin indicated that it would be a simpler, more understandable approach.

15
16 Council Member Lord asked how many parcels currently had six or more containers. Ms. Tubbs
17 reported that they found four in the entire City, three approximately six-acre properties in
18 commercial areas and one one-acre residential property. Council Member Lord stated that nine in
19 a residential area seemed like an inordinate number of containers, as did six on a smaller parcel.
20 His preference was to reduce the total number of containers allowed on residential properties to
21 six and four respectively, as it did not make sense to allow so many containers on a property.

22
23 Mayor Hall asked what would happen to the one property owner who has more than six containers
24 if the maximum was reduced. Ms. Tubbs indicated that because the City did not currently issue
25 permits for containers, there was no mechanism to document that there was an existing allowed
26 use. Mr. Donaldson confirmed that it would not be considered a legal non-conforming use because
27 not prohibiting something is not the same as permitting it. If the ordinance passed with a lower
28 maximum, the property would need to be brought into compliance. Mayor Hall remarked that
29 code was not intended for one person. Council Member Lord did not want to encroach on those
30 who already have containers unless there was a reason such as improper maintenance.

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1
2 Council Member Smith requested more information on why the maximums were different for
3 residential versus commercial properties. Ms. Tubbs reported that the ratios were derived from
4 the highest counts observed during the survey. The total number of containers on each property
5 was divided by the overall acreage. In residential zones, that equated to approximately one
6 container per 5,000 square feet. In non-residential zones, it equated to one container per 8,000
7 square feet. However, the numbers could be made consistent at the Council's direction.

8
9 Council Member Lord noted that only four containers would be allowed on a 0.50-acre lot, which
10 could increase to eight depending on lot size. Council Member Austin pointed out that only six
11 would be allowed on a 0.99-acre lot, but it would increase to eight at one acre, which was why he
12 suggested removing the reference to acreage.

13
14 Council Member Austin was in favor of having the same standard for commercial and residential
15 properties. Mayor Hall stated that she believes commercial is different. Ms. Tubbs reported that
16 the larger square footage requirement for commercial properties also takes parking lots, drive
17 aisles, and required landscaping into consideration, as those are part of the overall square footage.

18
19 Council Member Austin stated that the U-Haul containers are smaller so multiple U-Box containers
20 are often required. However, the ordinance would only allow one temporary container. Ms. Tubbs
21 stated that the maximum of one 20-foot container was proposed for ease of enforcement. Council
22 Member Austin stated that a property on 14400 South currently had multiple U-Box containers,
23 and the current language would prevent residents from using them.

24
25 Mayor Hall indicated that her driveway is longer than 20 feet, and she would need multiple
26 containers to move. She asked if the ordinance could be written to allow any number as long as
27 they fit in the driveway or on the property. Mr. Donaldson stated that the number could be
28 increased.

29
30 Mayor Hall opened the public hearing.
31

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1 *Mark Hales* is a resident of Bluffdale. No one was complaining about this, so the government was
2 making a problem that did not exist. If they want to have 20, it's their right. He challenged Mr.
3 Donaldson's position as the right preexisted. They cannot retroactively say someone is violating
4 the ordinance as that is their constitutional right. He asked that containers not be limited, as no
5 one had complained. If someone wants to stack, they can do it. His friend moved to central
6 Missouri, which has no building codes. If you build something that crashes, you're responsible.
7 He believes Bluffdale should be more like that instead of regulating what people can do on their
8 land. Small moving containers should be left alone. The City should leave his land alone. He
9 asked that the Council vote no and let people be responsible for themselves. His voice does not
10 matter. They vote and make a decision to tell people what they can and cannot do on their property.
11 He would never have a container, so it did not matter to him, but people should be left alone as
12 much as possible unless there is a huge problem.

13
14 *David Platt* is a Bluffdale resident and believed existing containers should be grandfathered in. He
15 liked Council Member Austin's suggestion of allowing one container per 5,000 square feet.

16
17 There were no further comments. The public hearing was closed.

18
19 Council Member Smith stated that he was in favor of adding the definition of a shipping container
20 to City Code, as well as general guidelines related to health and safety. For example, it was
21 probably universally agreed that people should not live in a container unless it is part of a dwelling.
22 However, some regulations needed to be modified. He was in favor of passing the definition and
23 prohibiting living in them. Other regulations could then be discussed at a later time.

24
25 Council Member Wilding stated that he had driven by the properties that have multiple containers,
26 and he believed that most Council Members would have an issue with those properties if they lived
27 next door. He did not move to Bluffdale to live beside a container farm and the trash that comes
28 with it. The language regarding temporary containers may need to be modified, but otherwise the
29 ordinance accommodated property owners as written. For reasons of health, safety, and
30 beautifying the City, he was in favor of adopting the ordinance. Staff's effort to accommodate
31 property owners with existing containers was impressive.

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1
2 Mayor Hall asked for the Council's position on tabling the item versus modifying it. Per Council
3 Member Austin's suggestion, the ordinance could be modified to allow one container per 5,000
4 square feet with a maximum of nine containers. The rules regarding temporary containers could
5 be changed. Requirements regarding stacking, living in, or building a structure over containers
6 should be retained.

7
8 Council Member Austin stated that cargo containers are typically built for stacking and asked if
9 there was a way to allow someone to stack them in a safe manner. Mayor Hall pointed out that
10 neighbors may not want to see stacked containers. Council Member Austin indicated that everyone
11 likely has things on their property that their neighbors do not like. City Manager, Bruce Kartchner,
12 reported that he spoke with the Building Official, who indicated that once cargo containers are put
13 together in any fashion, it becomes a structure as defined under the Building Code. Stacking would
14 be allowed with proper engineering and City approval.

15
16 Council Member Austin asked if the proposed language would prevent someone from obtaining a
17 building permit to stack containers. Ms. Tubbs reported that as written, *vertical stacking of storage*
18 *containers and stacking of any other materials on top of or attached to storage containers is*
19 *prohibited. Roofs, lean-tos, and other structures shall not be affixed to or placed on storage*
20 *containers, unless the cargo container is fully integrated into an accessory building and complies*
21 *with all adopted Building Codes.* Stacking would be considered an accessory building and subject
22 to Building Codes.

23
24 Council Member Lord asked if Mr. Hales' comment that there did not appear to be a problem was
25 a correct assessment. Mr. Donaldson reported that complaints had been received. One resident
26 complained about someone using shipping containers as a fence, and complaints had also been
27 received about stacking and other issues. Council Member Lord stated that he did not like the idea
28 of using containers as a fence.

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1 Council Member Wilding asked for guidance on how the language regarding temporary containers
2 could be modified to incorporate the Council’s suggestions. Ms. Tubbs’ recommendation was to
3 remove the one-container maximum and simply indicate that temporary cargo containers may be
4 placed within the driveway. That would limit the number to the overall size of the driveway and
5 prevent containers from being placed in the public right-of-way or blocking clear view.

6
7 Council Member Wilding stated that he was in favor of approval with the recommended changes.
8 He did not and would not have containers, but he wanted to accommodate Bluffdale citizens.

9
10 Council Member Smith asked if it would make sense to pass a more scaled-back version of the
11 ordinance and revisit it in the future or table it for further discussion. Mayor Hall stated that it
12 would depend on the votes. Council Member Smith stated that he was in favor of passing the
13 definition of a cargo container, as well as general requirements 3 and 5 prohibiting living in
14 containers or placing them in off-street parking spaces or public rights-of-way. He agreed with
15 Council Member Austin that the maximum should be one container per 5,000 square feet. He
16 believed the intent of the ordinance was to ensure that someone could not have 50 containers, for
17 example. However, he lived in a townhome, so the ordinance would have a greater impact on
18 others.

19
20 Council Member Lord stated that it would be difficult to rewrite the ordinance to comply with
21 Council Member Smith’s suggestions, but he liked the direction to make it less restrictive by
22 adding the definition and adding basic requirements.

23
24 Mayor Hall noted that the two proposed changes were to remove the one-container restriction for
25 temporary use and allow one container per 5,000 square feet. Specific language was discussed.

26 Council Member Smith stated that he recognized the safety issue it posed, but he was worried
27 about bringing a lot of properties out of compliance with the regulations around when a container
28 becomes a building. Mayor Hall clarified that it was already against the Building Code, and the
29 restriction could not be changed.

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Council Member Wilding moved to APPROVE Ordinance 2026-12 with the following changes:

1. Section 11.160.320(D)(1)(a) is modified to remove the one-container maximum and require temporary cargo containers to fit within the driveway.
2. Section 11.160.320(D)(2) is modified to remove the lot size requirements and allow one (up to 40-foot) container per 5,000 square feet of lot area with a maximum of nine containers in residential zones.

Council Member Lord seconded the motion. Vote on Motion: Council Member Austin-No, Council Member Wilding-Yes, Council Member Smith-Yes, Council Member Lord-Yes. The motion passed by a vote of 3-to-1.

7.3 Ordinance 2026-13- A proposed amendment of the Bluffdale City Code to:

1. Chapter 3.100- to create a new chapter establishing definitions, permitted locations, inspections, local contact requirements, fees, registration provisions, and compliance standards for short-term rentals.
2. Chapters 11.20.020- to add a general definition of ‘Short-Term Rental’ within the zoning code definitions section.
3. Chapter 11.350.020 and 11.350.030- to amend the Residential and Nonresidential Zones use tables to allow short-term rentals within residential zoning districts and prohibit them within commercial and industrial zoning districts.
4. Chapter 11.110.070.090- to amend the Mixed Use Land Use Requirements table to allow short-term rentals, in accordance with BCC 3.100, as a permitted use.
5. Chapter 11.110.100.040- to amend the SD-X Bringhurst Station Project zone standards to allow short-term rentals, in accordance with BCC 3.100 as a permitted use.
6. Chapter 11.110.090.040- to amend the Development Standards and Design Guidelines to allow short-term rentals, in accordance with BCC 3.100 as a permitted use.
7. Consolidated fee schedule- to add “Short term rentals license fee.” (Staff Presenter, Caitlyn Tubbs)

Associate City Planner, Ellen Oakman, presented a proposed ordinance establishing regulations for short-term rentals within Bluffdale City. She explained that the City currently has no

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1 regulations governing short-term rentals despite receiving inquiries from both residents and City
2 staff over an extended period. Following a City Council discussion on March 25, 2026, Staff was
3 directed to prepare an ordinance defining short-term rentals, identifying where they would be
4 permitted, establishing basic operational requirements, and utilizing the business licensing
5 process to identify and track short-term rental properties. Ms. Oakman noted that the Planning
6 Commission reviewed the proposal on June 3, 2026, and unanimously recommended approval.

7 Ms. Oakman explained that the proposed ordinance would address the City's current lack of
8 regulatory authority by creating definitions, operational standards, and enforcement mechanisms
9 for short-term rentals. She noted that the ordinance would improve the City's ability to monitor
10 compliance, establish life safety requirements, and respond to complaints.

11 She reviewed the relationship between the proposal and the City's existing accessory dwelling
12 unit (ADU) regulations, explaining that current City code prohibits ADUs from being rented for
13 periods of less than 30 consecutive days. Under the proposed ordinance, short-term rentals would
14 be permitted only within complete dwelling units and would remain prohibited in both internal
15 and detached ADUs. Owner occupancy would not be required for a short-term rental.

16 Ms. Oakman also discussed potential neighborhood considerations associated with short-term
17 rentals, including increased visitor turnover, parking and traffic impacts, noise, property
18 management responsibilities, local contact responsiveness, and enforcement challenges.

19 She summarized the proposed code amendments, which would:

- 20 • Create a new definition for short-term rentals in Titles 3 and 11 of the City Code.
- 21 • Establish a new chapter governing short-term rental regulations, including operational
22 standards and business licensing requirements.
- 23 • Amend the City's land use tables to identify where short-term rentals are permitted.
- 24 • Permit short-term rentals in residential zoning districts and the residential portions of the
25 Mixed Use, Bringham Station, and Independence zoning districts.

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- Clarify that short-term rentals are not permitted within accessory dwelling units.

Ms. Oakman further explained that the proposed definition would apply to the rental of a complete dwelling unit for periods of less than 30 consecutive days and would require both an initial life safety inspection and annual inspections as part of the business licensing process. She noted that short-term rentals would not qualify as home occupations under the proposed ordinance and concluded her presentation by inviting questions from the Council.

Ms. Oakman explained that the proposed ordinance would permit short-term rentals in residential zoning districts and the residential portions of the Mixed Use, Bringham Station, and Independence zoning districts, while prohibiting them in non-residential zones. She also noted that the proposal included an amendment to the City's Consolidated Fee Schedule to establish a specific business license fee line item for short-term rentals, providing a clear licensing category within the City's fee schedule.

Mayor Hall asked whether the proposed annual business license fee for short-term rentals would include annual inspections similar to other licensed businesses. Ms. Oakman indicated she would verify the requirement. City Manager, Bruce Kartchner, confirmed that all businesses renewing a business license are subject to annual inspections, making the proposed process for short-term rentals consistent with the City's existing business licensing practices. Ms. Oakman then summarized the potential impacts of the ordinance, noting benefits including business license revenue, clear expectations for property owners, increased visitor spending at local businesses, improved life safety standards, and enhanced tracking and enforcement. She also acknowledged potential challenges such as parking, noise, traffic, complaint response, and ongoing enforcement.

Council Member Lord asked whether the City currently had many short-term rentals. Mr. Kartchner explained that the City has collected transient room tax for several years through online rental platforms, such as Airbnb and VRBO, indicating that multiple short-term rentals are already operating within Bluffdale, although the City has not previously had a licensing program

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1 to identify them individually. Mayor Hall added that City staff have also received inquiries from
2 residents seeking business licenses for short-term rentals, demonstrating a desire among property
3 owners to operate in compliance with City regulations.

4 Council Member Austin requested clarification regarding the proposed prohibition on operating
5 a home occupation and a short-term rental simultaneously. Ms. Oakman confirmed that the
6 ordinance would not allow both uses under the same license, and Mr. Kartchner explained that a
7 property owner could alternate between the two uses but could only maintain one license at a
8 time.

9 Council Member Austin questioned the proposed prohibition on short-term rentals within
10 accessory dwelling units (ADUs), expressing his opinion that ADUs should be eligible for short-
11 term rental use. Mayor Hall indicated she shared the same concern. Mr. Kartchner explained that
12 the restriction was intended to preserve ADUs as a source of long-term, attainable housing rather
13 than allowing them to be used for short-term lodging. Council Member Austin acknowledged the
14 rationale but noted that Bluffdale currently has relatively few short-term rentals and questioned
15 whether allowing ADUs would significantly affect housing availability. Ms. Oakman and City
16 Attorney, Fred Donaldson explained that the City's existing ADU regulations prohibit rentals of
17 fewer than 30 consecutive days and that allowing short-term rentals in ADUs would require
18 additional amendments to the City's code. Mayor Hall suggested the Council proceed with the
19 proposed ordinance while considering ADU-related amendments separately in the future.

20 Council Member Smith expressed support for revisiting the issue, while Council Member
21 Wilding stated that although he did not have a strong opinion, he believed the Council should
22 consider the potential impact on long-term housing opportunities.

23 Council Member Lord expressed concern about how short-term rental properties could be used,
24 questioning whether they could host commercial activities, events, or large gatherings. He also
25 suggested the Council consider occupancy limits to reduce potential impacts related to parking,
26 traffic, and neighborhood compatibility.

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1 Drawing from his experience as a short-term rental owner, Council Member Austin explained
2 that many jurisdictions establish occupancy limits based on the number of bedrooms or other
3 property characteristics. He stated he would support similar standards for Bluffdale to discourage
4 overcrowding. Mayor Hall responded that parking would likely be the City's primary
5 enforcement concern and noted that existing residential parking regulations already apply. She
6 observed that the City had not experienced significant issues with short-term rentals and
7 suggested additional regulations could be considered if future problems arise.

8 Council Member Smith agreed, stating that the proposed ordinance would primarily provide the
9 City with better information about existing short-term rentals through the business licensing
10 process rather than encouraging additional rentals.

11 Council Member Austin also suggested allowing homeowners to rent individual rooms, similar
12 to a bed-and-breakfast arrangement, noting that such accommodations often provide positive
13 experiences for travelers. Mayor Hall asked whether that change could be incorporated into the
14 ordinance without delaying adoption. Ms. Oakman responded that the amendment could be made
15 with Council direction and would not require additional Planning Commission review. Council
16 Member Lord expressed support for allowing room rentals. Council Member Austin cautioned
17 that allowing multiple rooms to be rented independently could create parking concerns and noted
18 that many communities limit property owners to renting only one dwelling unit or one rental unit
19 at a time unless operating a commercial lodging establishment. Mayor Hall concluded that the
20 Council could monitor the issue after implementation and consider additional regulations if
21 future concerns develop.

22 Mayor Hall then opened the public hearing on the proposed short-term rental ordinance.
23

24 *Mark Hales*, Bluffdale Resident, expressed support for allowing short-term rentals but requested
25 that the proposed requirement to mount a fire extinguisher on a wall be reconsidered. He stated
26 that, based on his experience using short-term rentals, he believed storing a fire extinguisher in an
27 accessible location would be sufficient and more consistent with a residential setting. Mr. Hales

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1 also encouraged the Council to allow short-term rentals within basement apartments or accessory
2 dwelling units. In addition, he cautioned against establishing arbitrary parking limits, noting that
3 larger homes can accommodate more guests and vehicles and that parking standards should take
4 individual property characteristics into consideration.

5
6 *Riverton resident*, addressed the Council in support of allowing short-term rentals within basement
7 apartments or accessory dwelling units. She shared that renting her basement apartment had been
8 financially beneficial to her family and encouraged the Council to consider similar opportunities
9 for Bluffdale residents. She also expressed appreciation for Bluffdale's community character and
10 encouraged the City to maintain its flexible approach to residential property use.

11
12 *Mindy Thygerson*, Riverton resident, thanked the Council for considering the proposed ordinance
13 and expressed support for allowing short-term rentals within accessory dwelling units or basement
14 apartments. She shared a positive personal experience staying in a basement short-term rental,
15 noting that the interaction with the homeowners enhanced the experience. Ms. Thygerson also
16 stated that she owns a long-term rental property in Bluffdale and expressed interest in using it as a
17 short-term rental in the future. She concluded by thanking the Council for its work on the proposed
18 ordinance.

19
20 There were no other public comments, the hearing was closed.
21

22 Council Member Austin commented on the advantages of short-term rentals for property owners,
23 noting that problem tenants are typically limited to a short stay rather than long-term occupancy.
24 Responding to comments received during the public hearing, he also addressed the proposed fire
25 extinguisher requirement, explaining that similar inspections are required for his own short-term
26 rental property and that the requirement simply calls for the extinguisher to be properly mounted
27 in an accessible location.

28 Mayor Natalie Hall clarified that the proposed ordinance does not require fire extinguishers to be
29 mounted on a visible wall but only requires proper installation in accordance with safety

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1 standards. She noted that fire extinguishers can be mounted inside cabinets or other accessible
2 locations and confirmed that inspections would be conducted by the Fire Department.

3 Council Member Lord asked whether apartment tenants would be permitted to operate short-term
4 rentals. Mayor Hall clarified that only property owners could obtain a short-term rental license
5 and that apartment lease agreements generally prohibit subleasing for that purpose.

6 Council Member Wilding stated that he supported the proposed ordinance and the Council's
7 discussion regarding accessory dwelling units (ADUs). He encouraged the Council to ensure that
8 any future amendments would not unintentionally allow multiple short-term rental units on a
9 single property or create opportunities for large-scale commercial ownership of residential
10 properties. Mayor Hall explained that the City's existing ADU regulations prohibit multiple
11 independent rental units on the same property unless the owner resides in the primary dwelling,
12 preventing both the primary residence and an ADU from being rented separately as short-term
13 rentals.

14 Council Member Austin asked whether the Council should also consider allowing the rental of
15 individual bedrooms. Community and Economic Development Director, Grant Crowell, advised
16 that expanding the ordinance to include individual room rentals would require additional
17 revisions to related provisions of the City's zoning code, including occupancy and family
18 definitions, making the issue more complex than a simple amendment. He also noted that
19 revisions to the ADU code would still be required before short-term rentals could be permitted
20 within accessory dwelling units.

21 Mayor Hall suggested adopting the ordinance as presented and directing staff to return with
22 separate amendments addressing ADUs and potential bedroom rentals. Mr. Kartchner, advised
23 the Council that if additional revisions were desired, the ordinance should either be tabled to
24 allow staff to incorporate all proposed changes before returning it for consideration, or approved
25 as presented with direction to staff to separately address amendments related to accessory
26 dwelling units (ADUs) and bedroom provisions. He explained that those topics would require

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1 substantial revisions that could not be completed during the meeting and cautioned against
2 adopting code language that would immediately conflict with existing ADU regulations.

3
4 **Council Member Austin moved TABLE Ordinance 2026-12. There was no second. The**
5 **motion failed.**

6 Council Member Lord questioned whether tabling was the appropriate procedural action.

7 City Attorney, Fred Donaldson, explained that tabling the ordinance would require the revised
8 proposal to return to the Planning Commission before being considered again by the Council.

9 Council Member Austin questioned whether immediate adoption was necessary, expressing a
10 preference for incorporating all desired changes before approval. Council Member Wilding
11 responded that several residents were already seeking a legal process to operate short-term
12 rentals and obtain business licenses, making timely adoption beneficial. Council Member Smith
13 agreed, stating that adopting the ordinance would provide an immediate regulatory framework
14 and allow compliant operation while staff prepared future amendments addressing accessory
15 dwelling units and other related issues.

16 **Council Member Smith moved to APPROVE Ordinance 2026-13, Council Member Wilding**
17 **seconded the motion. Vote on Motion: Council Member Lord-Yes, Council Member Austin-**
18 **Yes, Council Member Wilding-Yes, Council Member Smith-Yes. The motion passed**
19 **unanimously.**

20 **8. Staff Reports, Additional Council Discussion, and Calendaring Items.**
21

22 City Manager, Bruce Kartchner, reported on the following:
23

24 He remarked that the Rodeo event was highly successful and noted that improvements made
25 through the new rodeo facility, including reserved seating and enhanced visitor accommodations,
26 have significantly improved the overall experience for attendees. He stated that the rodeo has
27 become a positive community event that attracts both Bluffdale residents and visitors from

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1 surrounding communities. He thanked the Mayor, City Council, staff, volunteers, and community
2 members for their participation in the City's recent rodeo.

3
4 Mr. Kartchner reminded the Council that Old West Days was approaching and indicated that
5 additional information would be shared by Mayor Hall during her report.

6
7 Mr. Kartchner also informed the Council that he had received several inquiries regarding City-
8 owned open space adjacent to private residential properties. He explained that, in previous years,
9 the City entered into long-term lease agreements with certain property owners, particularly in the
10 Parry Farms area, allowing them to landscape and maintain adjoining open space while
11 acknowledging that any improvements, such as fencing, would be removed if the lease were
12 terminated. He noted that additional residents had expressed interest in similar lease opportunities,
13 and one individual had inquired about purchasing City-owned open space.

14
15 Mr. Kartchner requested that Council Members consider whether they would support leasing
16 unused City-owned open space adjacent to residential properties. He asked Council Members to
17 provide their feedback over the following week and stated that, if there was general Council
18 support, staff would return with a detailed proposal identifying potential properties, lease terms,
19 and other relevant information for Council consideration.

20
21 Mayor Hall and Council Members reported on the following:

22
23 Council Member Wilding expressed appreciation to Paula Pemberton, Brandon Francis, city staff,
24 Public Works staff, volunteers, and everyone involved in the Old West Days Rodeo. He thanked
25 those who contributed their time and effort to make the event successful and stated that the rodeo
26 was an outstanding community event.

27
28 Council Member Smith shared that he participated in the rodeo's adult cash cow event and enjoyed
29 the experience. He commented that it was a wonderful weekend and expressed appreciation for the
30 event and the opportunity to participate.

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Council Member Lord stated that it was appropriate for each Council Member to recognize the success of the rodeo. He noted that he observed many happy community members enjoying the event and praised the variety of activities and participants. He commented on the popularity of the cowboy hats provided at the event, noting that many residents asked where they could purchase one. Council Member Lord suggested exploring the possibility of making the hats available for purchase at cost during Old West Days and stated he would be willing to support that effort.

Mayor Hall clarified that Council Member Aston designed and arranged for the hats and had generously shared them with the Council. Mayor Hall noted that previous attempts to sell similar hats had not been successful, but they had become very popular when distributed as event items.

Council Member Lord continued by expressing appreciation for the rodeo and the opportunity to interact with participants, including those caring for the animals. He remarked on the dedication and effort required by the cowboys and animal handlers and stated that the event was enjoyable and well received.

Mayor Hall thanked the City Council for its support, emphasizing that the rodeo would not be possible without the combined efforts of the Council, sponsors, staff, contractors, Paula Pemberton and her team, Amanda Luker, Brandon Francis, Public Works staff, and many others. She stated that the rodeo was her favorite event of the year and expressed excitement about continuing the tradition.

Mayor Hall reviewed upcoming Old West Days events and noted that the Council would not meet again before the celebration. She provided the following schedule:

- Monday, August 3, Lightning Thief;
- Tuesday, August 4, America's Birthday Party at Day Ranch;
- Wednesday, August 5, Old West Youth Night, where she would provide popsicles for the Council to distribute;
- Thursday, August 6, Senior Night and dinner, along with the car show;
- Friday, August 7, the Children's Market at Day Ranch, including a concert and fireworks;

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- 1 • Saturday, August 8, parade in the morning.

2
3 Mayor Hall encouraged Council Members to participate in the parade by walking together rather
4 than using a float. She stated that a support vehicle would be provided to carry candy and other
5 items for distribution during the parade. She emphasized the importance of staying together as a
6 group and maintaining the parade's pace while interacting with the public.

7
8 Mayor Hall stated that the Council would remain together throughout the parade and help maintain
9 the pace. She concluded by announcing that community members interested in supporting
10 Adaptive Arena and cheering on participants could attend the event scheduled for Wednesday,
11 August 29.

12
13 **9. Closed Meeting.**

14
15 There was no Closed Meeting.

16
17 **10. Adjournment.**

18
19 **Council Member Wilding moved to ADJOURN. Council Member Smith seconded the**
20 **motion. The motion passed with the unanimous consent of the Council.**

21
22 The Regular Business Meeting adjourned at 8:09 PM.

23
24
25
26
27 _____
28 Tami Timothy, CMC, UCC
29 City Recorder

30 Approved: _____



JORDAN VALLEY WATER
CONSERVANCY DISTRICT

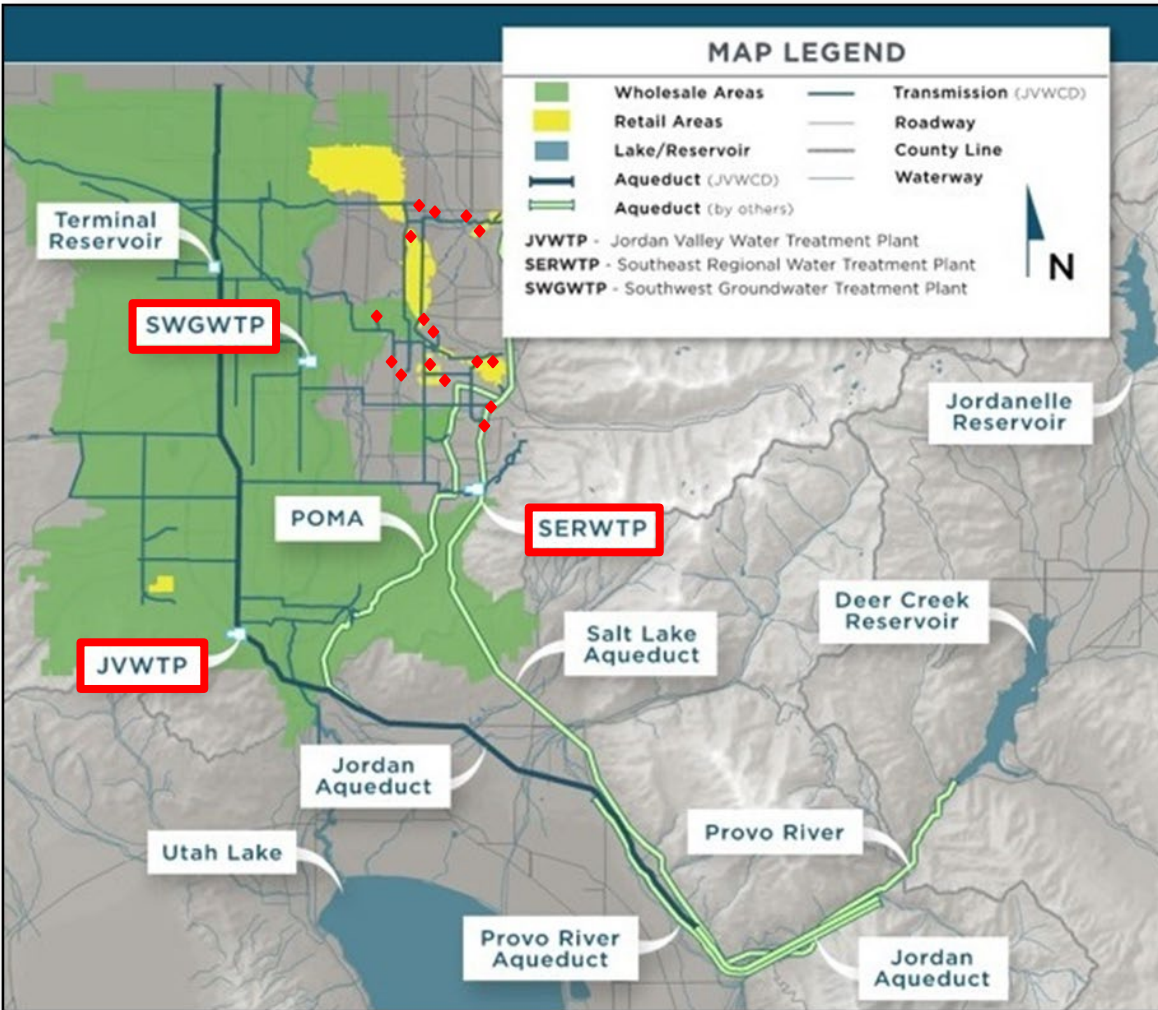
August 26,
2026

JVWCD Report to Bluffdale City

John Richardson, Trustee
Jacob Young, General Manager/CEO



Introduction

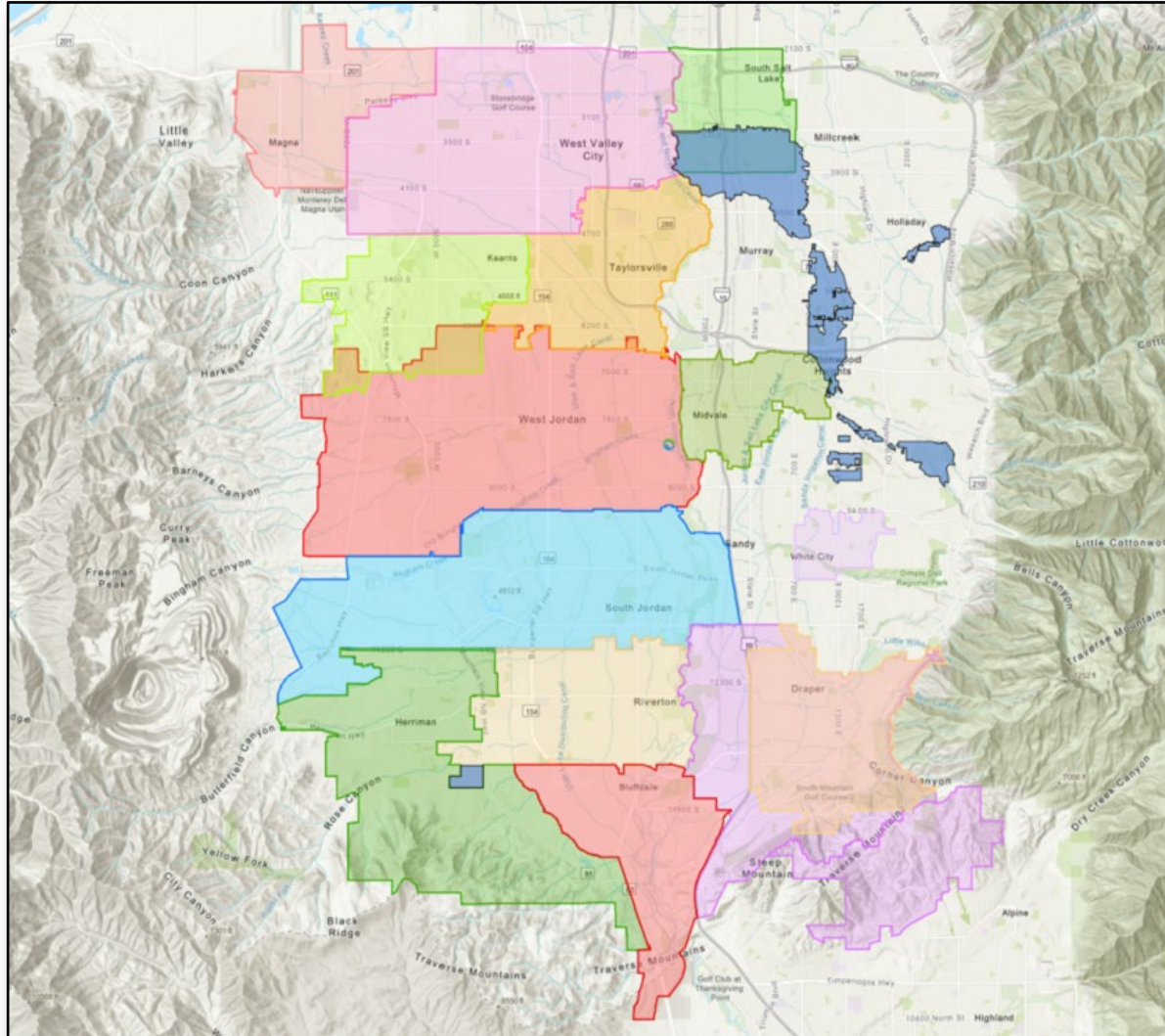


Jordan Valley Water Conservancy District (JVWCD)

- Political Subdivision of the State of Utah
- Established in 1951 under the Water Conservancy Act as the Salt Lake County Water Conservancy District
- Wholesale water provider to South and West Salt Lake County
- Primary supply facilities:
 - Jordan Valley Water Treatment Plant (JVWTP)
 - Southeast Regional Water Treatment Plant (SERWTP)
 - Southwest Regional Groundwater Treatment Plant (SWGTP)
 - 40 Groundwater wells



Introduction



Jordan Valley Water Conservancy District (JVVCD)

- Serves 800,000 throughout Salt Lake County
- 17 Member Agencies
- 130,000 Acre Feet per year
- 250 million gallon per day capacity
- Governed by a board of 9 Trustees



W h a t W e D o

We provide clean and reliable water to our community through responsible stewardship and quality service.

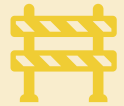
Three Key Services

- Deliver Clean Water
- Manage Demand
- Develop Supply



Discussion Outline

Objective: Gather feedback on how we are doing at achieving our mission.



Capital projects impacting Bluffdale City



Summary of the new Water Budget Policy



Drought Response and Water Conservation



Are there issues you would like to be brought to our board?



Capital projects impacting Bluffdale City



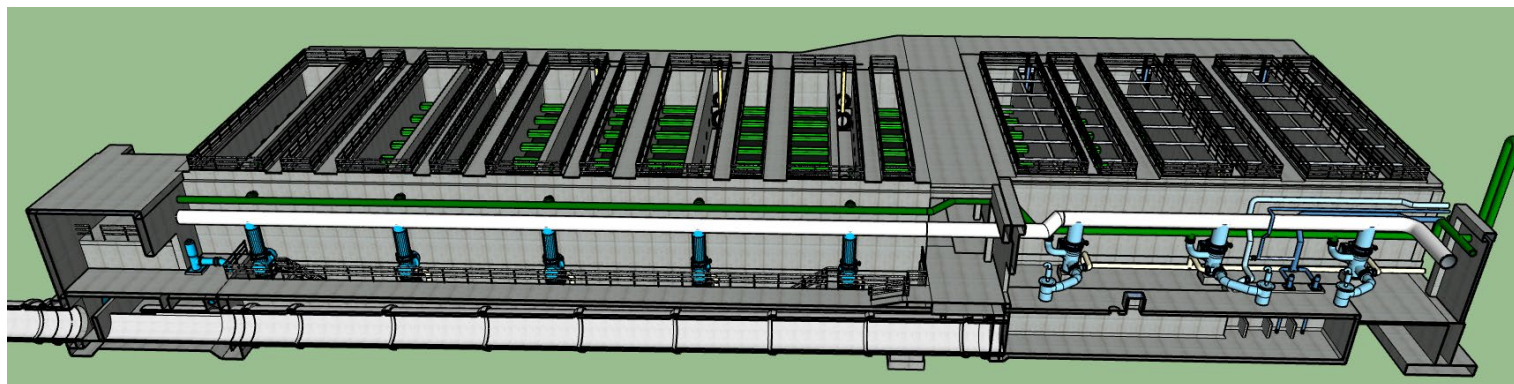
JVWTP Expansion

Phase 1 – Sedimentation
Basins 3-6 (180 MGD),
Complete

Phase 2 – Sedimentation
Basins 1-2 (220 MGD),
Awaiting funding

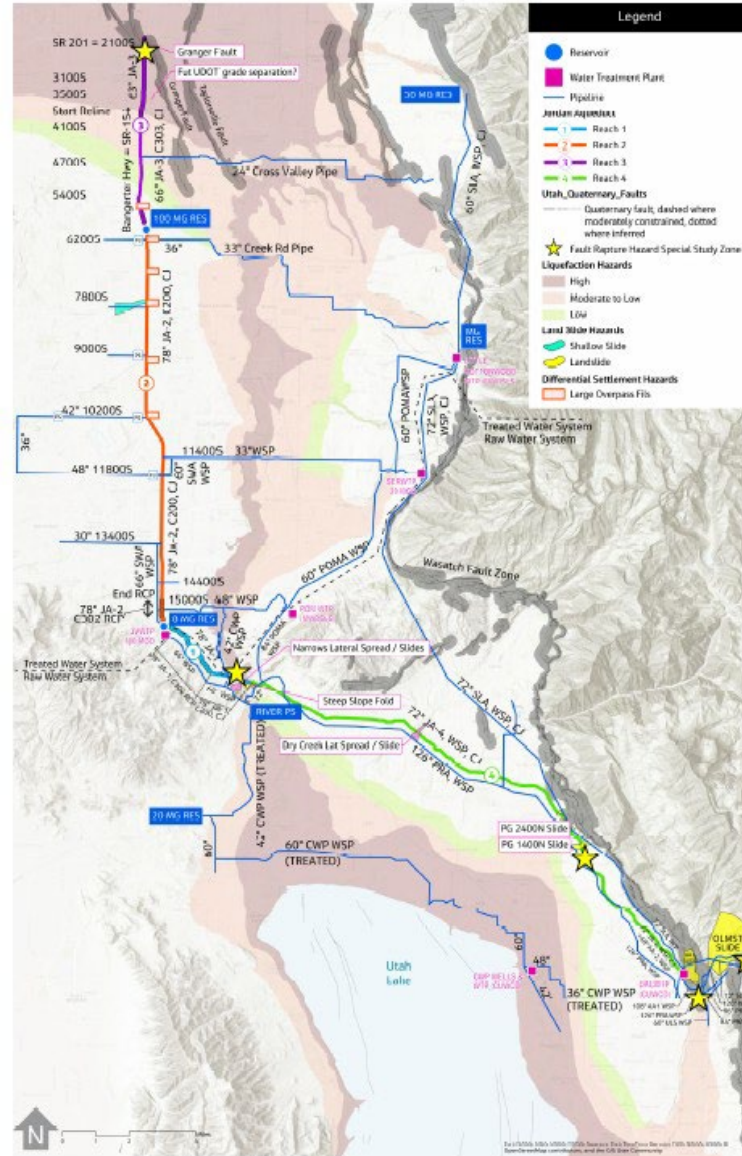
Phase 3 – Filter & Chemical
Upgrades (220 MGD),
Completion in 2029

Phase 4 – Hydraulic
Upgrades (255 MGD), 2038





- Southwest Aqueduct
13400 S – 11800 S,
Completion Spring 2027
- Jordan Aqueduct
Seismic Resiliency
Project, Site specific
studies
- Rosecrest Rd. Capacity
Improvements,
Completion Spring 2028





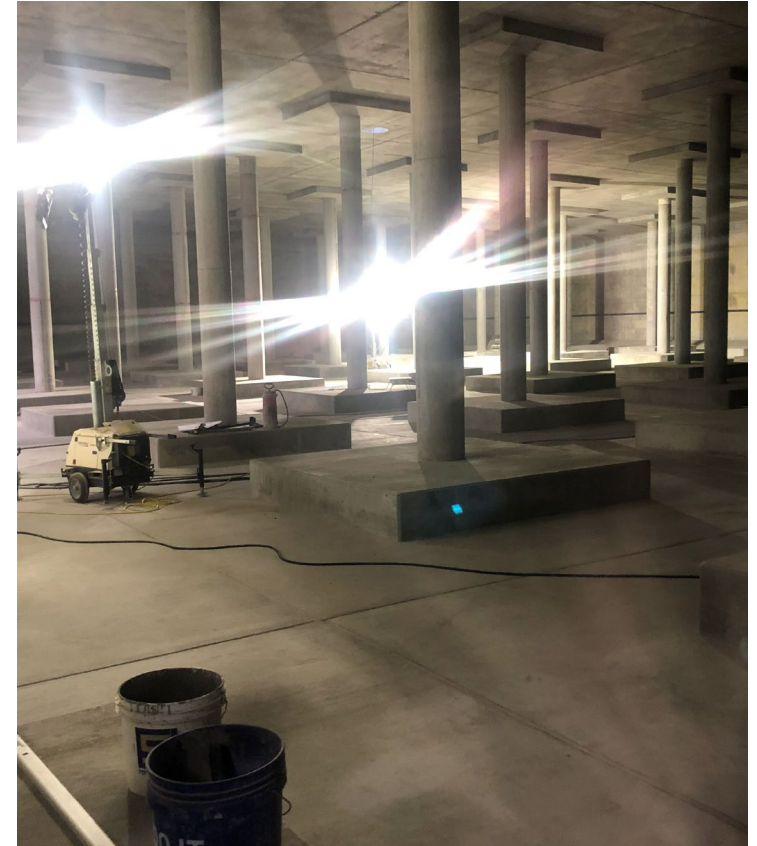
System Improvement Projects

- New 5200 W 6200 S Reservoir (6.7MG), Operational
- New 11800 S Zone C Reservoirs (10MG), Complete Summer 2026
- Property for a new 11800 S Zone D Reservoir (30MG)

11800 South Zone C Reservoirs



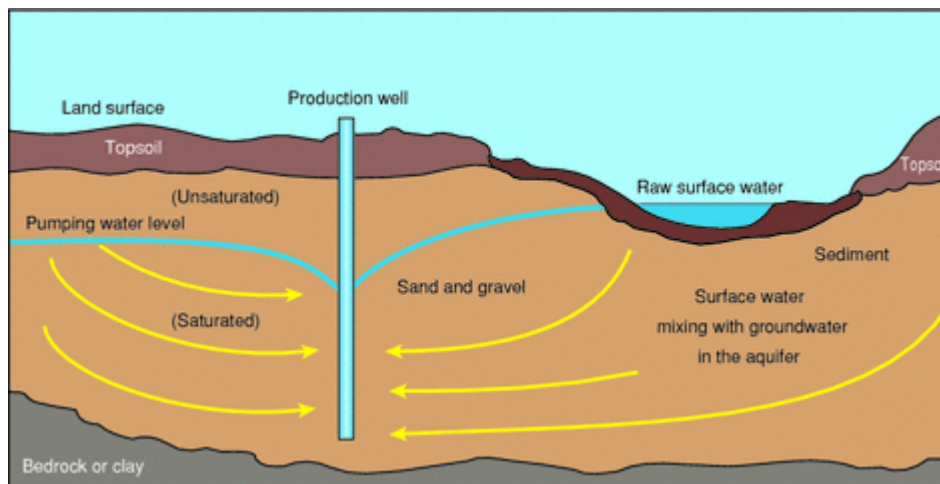
5200 West 6200 S Reservoir





Utah Lake/ Jordan River Treatability Study

- Jordan River/
Irrigation Canals
- Shallow
Groundwater/
Riverbank
Filtration Wells
- West-Side
Brackish Deep
Groundwater
Wells



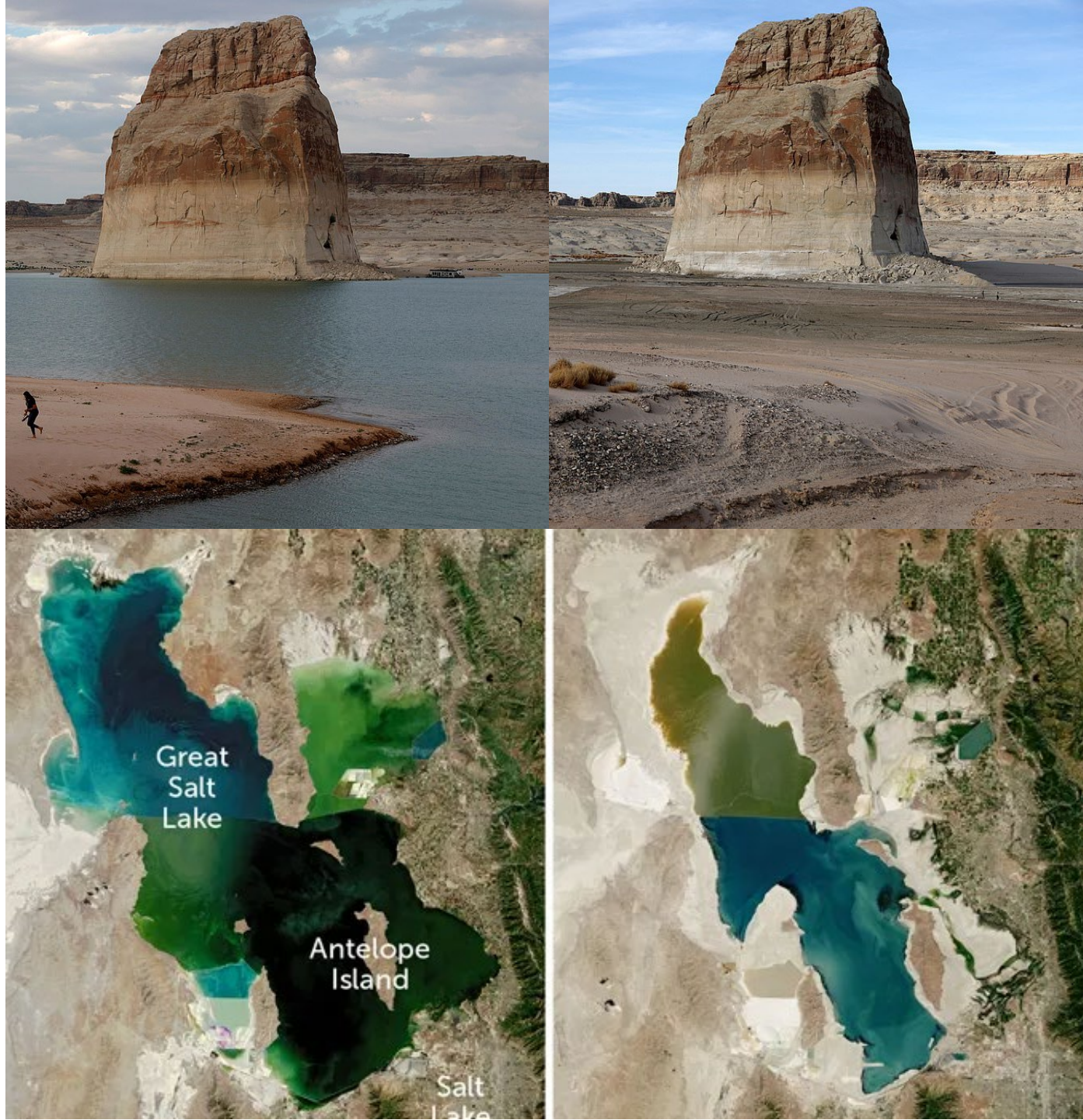


Summary of the new Water Budget Policy



Why

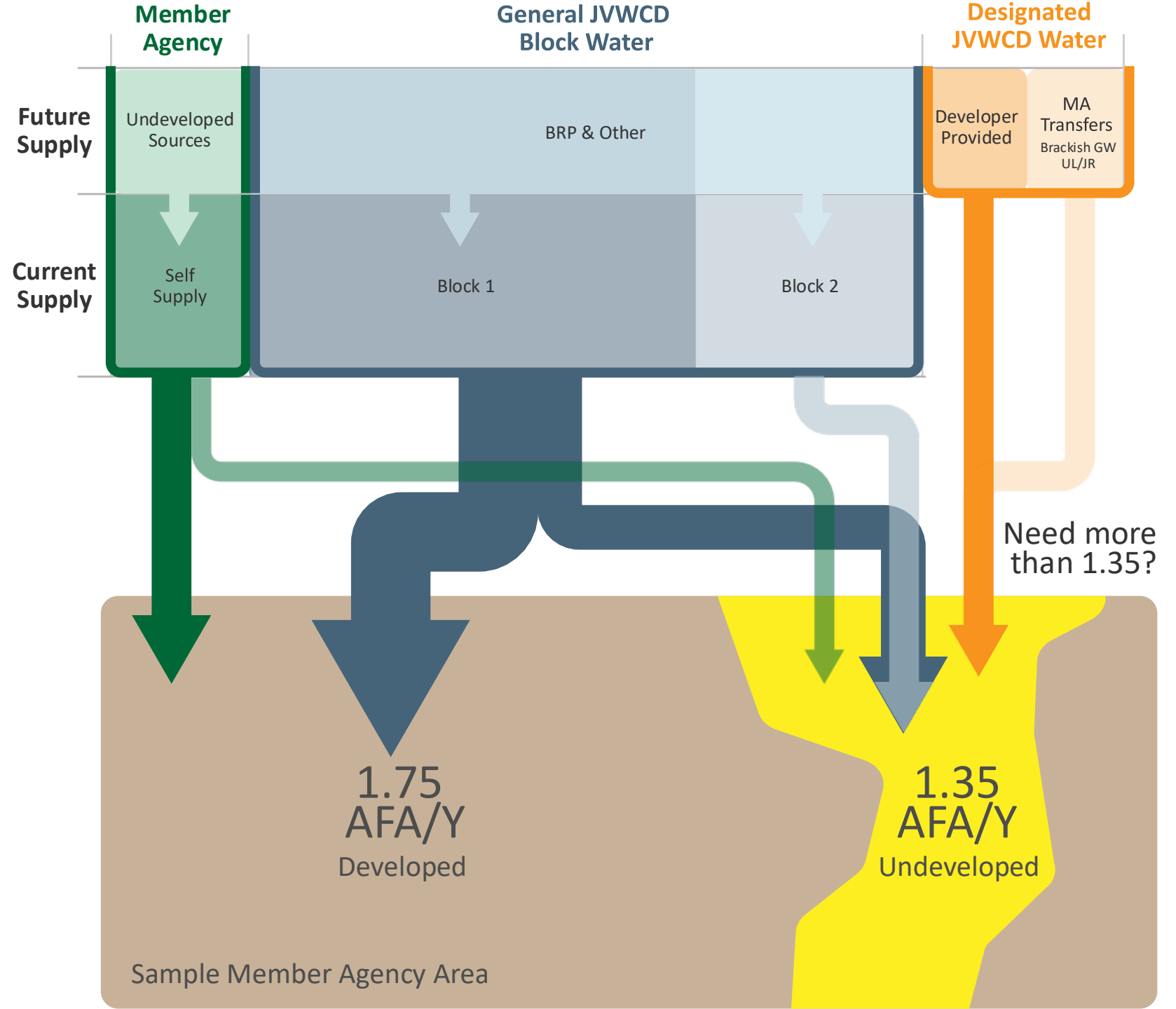
With the Great Salt Lake and the Colorado River in crisis, and State setbacks in the Bear River Project, **there are limited opportunities to acquire new water rights.**





Water Budget Concept

Partnered water solutions between developers, city officials, the retail water provider, and JMWCD for undeveloped lands.





Implementation Tools

JVWCD is developing a set of tools to facilitate administration of the Water Budget Policy.



Water Contract Amendment Application



Water Budget Monitoring Tool



Water Availability Form



Example Ordinance Language



Water Allocation Agreement



Drought Response and Water Conservation



Drought Monitoring Committee

18 Voting Members

- 1 from each Member Agency
- 1 from JVWCD

Water Availability
Level Recommended
to JVWCD Board

Prepared by

**Brown AND
Caldwell**



JORDAN VALLEY WATER
CONSERVANCY DISTRICT

Jordan Valley Water Conservancy District Drought Contingency Plan

December 2021



Resiliency



Collaboration



Conservation



Drought Monitoring Plan

The Board adopted a **Water Availability Level 2** at our April 2026 Board Meeting

Water Supply Availability Level	Water Shortage Description	Water Demand Reduction Target	Triggering Criteria Applied to Water Supply Availability Levels		
			CUWCD Supply Availability (Jordanelle storage of CUP)	PRWUA Supply Allocation (in the Provo River Project)	Salt Lake Valley Groundwater Conditions
Level 0 	Weather Neutral	None	at least 95% supply availability	At least an 80% supply allocation	3-year average diversions less than safe yield
Level 1 	Moderate	5 %	At least a 95% supply availability	75-80% supply allocation	Diversions to compensate for shortage exceeds 12,000 AF, or 3-year average exceeds safe yield
Level 2 	Severe	10 %	At least 90-95% supply availability	75-80% supply allocation	Diversions to compensate for shortage exceeds 16,000 AF, or 3-year average exceeds safe yield
Level 3 	Extreme	20 %	At least 90-95% supply availability	<75% supply allocation	Diversions to compensate for shortage exceeds 20,000 AF, or 3-year average exceeds safe yield
Level 4 	Critical/Exceptional	30 %	Less than 90% supply availability	Less than 45% supply allocation	Diversions to compensate for shortage exceeds 20,000 AF, or 3-year average exceeds safe yield



Level 2 Drought Response Actions

Level 2

10% reduction in typical use for wholesale Member Agencies and JVVCD retail customers

- 25% Surcharge on Block 1 water over 110% contract volume
- 10% Surcharge on Block 2 water over 120% contract volume

Public notification of diminished water supply and request a voluntary reduction in water use of at least 10% for retail customers

Water delivery reductions to large water users

Residential and commercial lawn watering restrictions.

- Lawns will stay alive and but not thrive (brown spots are common) with this amount of watering.

Dispense “Drought Drive-Thru” Water Wise kits



Rate Surcharge

Rules and Regulations for Wholesale Water Services

DROUGHT CONTINGENCY PLAN (DCP) SURCHARGE FLOWCHART					
DCP Water Supply Restriction Level		Contract Volume			
		Minimum Volume	Intermediate Volume	Maximum Volume	Over Maximum
		100% or less of minimum volume	100%-110% of minimum volume	110%-120% of minimum volume	< 120% of minimum volume
Weather Neutral / Normal	Level 0	Block 1	Block 1	Block 1	Block 2
Moderate	Level 1	Block 1	Block 1	Block 1	Block 2 x 1.10
Severe	Level 2	Block 1	Block 1	Block 1 x 1.25	Block 2 x 1.10
Extreme	Level 3	Block 1	Block 1 x 1.50		Block 2 x 1.10
Exceptional/Critical	Level 4*	Block 1 x 2.0			Block 2 x 1.10
* In level 4, the District will establish an allowed volume based upon the then current conditions					

Jordan Valley Water 2026 Community Education Campaign This year is different.

Phase 1 (Mar-May) CTA: Wait until May 15 to water your lawn.

Phase 2 (Jun-Aug) CTA: Follow watering guide or simple ask (i.e. once a week)

Phase 3 (Sep-Oct) CTA: Stop watering

Life is better With water.

Make It Clear. Make It Matter. Make It Actionable.

Clear, Simple CTAs

People should instantly understand what to do—no ambiguity

Explain the “Why”

Don't just tell people what to do—show why it matters to them and their community

Address Common Pushback

Acknowledge concerns about other water users (e.g., agriculture, industry) and clarify:

- This is about our treated drinking water supply
- Individual actions help protect a shared, limited resource

Wholesale Contract Progress (AF)

Drought Level 2

July 2026

Agency Name	Contract Type		
Bluffdale City	Conventional		Contract: 3,600 AF Actual: 2,181 AF (61%) Projected: 3,725 AF (103%) Previous Year minus 10%: 3,513 AF (98%)
Draper City	Conventional		Contract: 4,500 AF Actual: 2,647 AF (59%) Projected: 4,612 AF (102%) Previous Year minus 10%: 4,445 AF (99%)
Granger-Hunter Improvement District	Conventional		Contract: 17,000 AF Actual: 8,063 AF (47%) Projected: 15,793 AF (93%) Previous Year minus 10%: 17,602 AF (104%)
Herriman City	Conventional		Contract: 7,500 AF Actual: 5,020 AF (67%) Projected: 8,138 AF (109%) Previous Year minus 10%: 7,762 AF (103%)
	Remediated ¹		Actual: 416 AF Projected: 726 AF
Hexcel Corporation	Conventional		Contract: 720 AF Actual: 527 AF (73%) Projected: 793 AF (110%) Previous Year minus 10%: 778 AF (108%)
Kearns Improvement District	Conventional		Contract: 7,750 AF Actual: 4,623 AF (60%) Projected: 8,127 AF (105%) Previous Year minus 10%: 7,626 AF (98%)
Magna Water District	Conventional		Contract: 800 AF Actual: 473 AF (59%) Projected: 811 AF (101%) Previous Year minus 10%: 726 AF (91%)
Midvale City	Conventional		Contract: 3,085 AF Actual: 2,026 AF (66%) Projected: 3,383 AF (110%) Previous Year minus 10%: 2,970 AF (96%)

¹Remediated water is credited first as it becomes available each month, this water is not included in the minimum purchase amount portion of the water purchase agreement and is therefore not included when determining deferred water (Sec 1.8) or rate surcharges (Sec 2.3) as outlined in the Rules and Regulations for Wholesale Water Service.

²Projected deliveries are calculated as an average monthly delivery over the previous three years for months left in the contract year.

³Non-delivered portion of minimum purchase contract that may be deferred to future years as outlined in Section 1.8 of the Rules and Regulations for Wholesale Water Service.



Are there issues you
would like to be brought
to our board?



Questions/Comments

**CITY OF BLUFFDALE, UTAH
RESOLUTION 2026-40**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLUFFDALE, UTAH, APPOINTING
MEMBERS TO THE HEALTHY BLUFFDALE COALITION BOARD.**

WHEREAS, Bluffdale City (the “City”) has established the Healthy Bluffdale Coalition to actively promote healthy lifestyles by creating and promoting physical and mental health related initiatives, programs, events, articles, and publications within the city ; and

WHEREAS, upon the advice and consent of the Bluffdale City Council (the “City Council”), the Mayor appoints members to the commission; and

WHEREAS, the City council gives its advice and consent to the Mayor for the appointment of the individuals listed below.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLUFFDALE, UTAH:

Section 1. Appointment. The Mayor hereby appoints the following individuals to the Healthy Bluffdale Coalition:

NAME	TERM ENDS
Julianne Best	05/31/2029

Section 2. Effective Date. This Resolution shall become effective immediately upon passage.

PASSED AND APPROVED: August, 12, 2026.

Mayor

ATTEST:

City Recorder

Voting by the Council:

Yes

No

Councilmember Aston

Councilmember Austin

Councilmember Wilding

Councilmember Smith	_____	_____
Councilmember Lord	_____	_____
Mayor Hall (tie only)	_____	_____



THE CITY OF BLUFFDALE
2222 W 14400 South
Bluffdale, Utah 84065
(801) 254-2200
Fax (801) 253-3270

MEMORANDUM

To: Bluffdale City Council

From: Fredric Donaldson, Bluffdale City Attorney

Date: August 14, 2026

Re: Resolution Approving the 2025 Multi-Jurisdictional Hazard Mitigation Plan

The City of Bluffdale has worked together with Salt Lake County and other cities to develop a multi-jurisdictional plan for hazard mitigation. The plan has two volumes. Volume 1 is related to Salt Lake County as a whole and includes information related to common hazards that may effect areas of the County. Volume 2 includes a section related to Bluffdale. The purpose of the Bluffdale section of the plan is to identify potential hazards that could impact the City, identify potential impacts of those hazards, and develop goals to reduce or eliminate the long-term risks to life and property from those hazards. Some of the potential risks identified within the City include earthquake, flooding, high wind, extreme heat, and wildfire. The plan includes mitigation action plans for hazards and focuses resources on areas at greatest risk.

Some examples of mitigation actions include the following:

- Retrofitting or fortifying existing structures and critical facilities to increase their ability to withstand disasters.
- Removing or relocating structures from high-risk areas to minimize future loss.
- Adopting building codes and development standards to ensure structures are better able to withstand disaster.
- Creating educational or outreach programs to advise citizens of risks.

The plans are updated every 5 years to identify any changes in risk or priorities. Salt Lake County has previously completed mitigation plans in 2019, 2014, and 2009.

The plan and the actions in the plan are intended to make the community more resilient to hazards. Additionally, having a plan in place is a requirement for the City to receive aid and reimbursement from the federal government after a disaster. Staff recommends the City Council approve the proposed resolution and plan.

RESOLUTION NO. 2026-41

A RESOLUTION OF THE BLUFFDALE CITY COUNCIL ADOPTING THE 2025 MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN RELATED TO THE CITY OF BLUFFDALE

WHEREAS, the City Council of the City of Bluffdale recognizes the threat that natural hazards pose to people and property within the City; and

WHEREAS, the City has worked with Salt Lake County and other cooperating entities to prepare a multi-hazard mitigation plan, hereby known as the 2025 Multi-Jurisdictional Hazard Mitigation Plan (“Plan”) in accordance with federal laws, including the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended; the National Flood Insurance Act of 1968, as amended; and the National Dam Safety Program Act, as amended; and

WHEREAS, the Plan identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in the City from the impacts of future hazards and disasters; and

WHEREAS, adoption of the Plan by the City Council demonstrates the City’s commitment to hazard mitigation and achieving the goals outlined in the Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE BLUFFDALE CITY COUNCIL:

Section 1. Approval and Adoption. The Bluffdale City Council hereby approves and adopts the 2025 Multi-Jurisdictional Hazard Mitigation Plan attached hereto as Exhibit A. While content related to Bluffdale may require revisions to meet the plan approval requirements, changes occurring after adoption will not require the City Council to re-adopt any further iterations of the plan. Subsequent plan updates following the approval period for this plan may require separate adoption resolutions.

Section 2. Execution. The City Manager is hereby authorized to execute and/or otherwise implement the agreement on behalf of the City and the City is authorized to act in accordance with its terms.

Section 3. Implementation. The Mayor and other appropriate City officials are authorized to perform all acts they deem necessary and appropriate to implement the Plan and all matters authorized in this Resolution.

Section 4. Severability. If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution and all sections, parts and provisions of this Resolution shall be severable.

Section 5. Effective Date. This Resolution shall become effective immediately upon its passage.

PASSED, ADOPTED, AND APPROVED BY THE CITY COUNCIL OF BLUFFDALE CITY, STATE OF UTAH THIS 26TH DAY OF AUGUST, 2026.

By: _____
Mayor Natalie C. Hall

ATTEST:

City Recorder

Voting by the City Council: Aye Nay

Councilmember Aston	_____	_____
Councilmember Austin	_____	_____
Councilmember Lord	_____	_____
Councilmember Smith	_____	_____
Councilmember Wilding	_____	_____
Mayor Hall (tie- only)	_____	_____

EXHIBIT A

Salt Lake County Vol. 1

Packet Addendum online-

<https://bluffdale.gov/AgendaCenter>

EXHIBIT B

Bluffdale City Vol. 2

Packet Addendum online-

<https://bluffdale.gov/AgendaCenter>



THE CITY OF BLUFFDALE
2222 W 14400 South
Bluffdale, Utah 84065
(801) 254-2200
Fax (801) 253-3270

MEMORANDUM

To: Bluffdale City Council

From: Fredric Donaldson, Bluffdale City Attorney

Date: August 20, 2026

Re: Ordinance Amending Real Property Disposition Code

In H.B. 535 (2026), the Utah legislature amended state code related to the disposition of municipal real property. The amendments include significant changes to definitions and notice requirements and procedures. The following is a summary of changes in H.B. 535 related to real property dispositions that are applicable to the City:

1. The state modified the definition of “Dispose” to include sales, donations, leases with an initial term longer than ten (10) years, joint ventures conveying rights to private entities, and other changes in property ownership.
2. The state clarified that “Dispose” does not include easements that are valued at less than 50% of the fair market value of the affected real property and leases with an initial term shorter than ten (10) years.
3. Similarly, the state has now specified that “Dispose” does not include sales to school districts and other governmental entities and exchanges for property of comparable value and offering property back to the party the property was obtained from pursuant to other law.
4. The state established a minimum threshold for what is considered a “significant parcel of real property.” The law now states that a property is always considered a “significant parcel of real property” if its value exceeds \$500,000. Bluffdale’s threshold for what is considered a “significant parcel of real property” is a property with a value greater than \$10,000.
5. For a “significant parcel of real property,” prior to disposal, cities are now required to publish notice for 45 days; post a physical sign at the property; and announce the intent to dispose of the real property at a public meeting.
6. Finally, for an insignificant parcel of real property, the City is now required to post a physical sign on the property prior to disposal.

The proposed amendments to the City Code will us into alignment with state law.

CITY OF BLUFFDALE, UTAH

ORDINANCE NO. 2026-14

**AN ORDINANCE ADOPTING AMENDMENTS TO BLUFFDALE CITY CODE CHAPTER 7.50
RELATED TO THE DISPOSITION OF REAL PROPERTY**

WHEREAS, the City has previously adopted an ordinance governing the disposition of real property; and

WHEREAS, due to changes in relevant state law, the City desires to adopt amendments to the Bluffdale City Code related to the disposition of real property; and

WHEREAS, the City Council has considered the impact of this ordinance on family health, stability, and formation; and

WHEREAS, the City Council has determined that the amendments are in the best interests of the City and its residents.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLUFFDALE, UTAH AS FOLLOWS:

Section 1. Adoption of Bluffdale Code Amendments. The amendments to Bluffdale City Code 7.50 shown in Exhibit A are hereby approved and adopted.

Section 2. Amendment of Conflicting Ordinances. If any ordinances, resolutions, policies, or zoning maps of the City heretofore adopted are inconsistent herewith they are hereby amended to comply with the provisions hereof. If they cannot be amended to comply with the provisions hereof, they are hereby repealed.

Section 3. Severability. If any section, part, or provision of this Ordinance is held invalid or unenforceable, such provision shall be deemed a separate, distinct, and independent provision, and such invalidity or unenforceability shall not affect any other portion of this Ordinance and all sections, parts, provisions and words of this Ordinance shall be severable.

Section 4. Effective Date. This Ordinance shall become effective immediately upon publication or posting as required by law.

PASSED AND APPROVED: August 26, 2026

CITY OF BLUFFDALE

Mayor Natalie C. Hall

ATTEST: [seal]

City Recorder

Voting by the City Council:	Yes	No	Absent
Councilmember Aston	_____	_____	_____
Councilmember Austin	_____	_____	_____
Councilmember Smith	_____	_____	_____
Councilmember Lord	_____	_____	_____
Councilmember Wilding	_____	_____	_____
Mayor Hall (tie only)	_____	_____	_____

EXHIBIT A

7.50 DISPOSITION OF ~~SIGNIFICANT~~ REAL PROPERTY

7.50.010 Definitions

7.50.020 ~~Reasonable~~ Notices Required

7.50.030 Procedure

7.50.010 Definitions

~~DISPOSITION: Any sale, exchange, lease, encumbrance or other conveyance of property, excluding the conveyance of a non-perpetual easement, lease, or license for a public purpose.~~

~~PROPERTY: Real property, including land and improvements thereon.~~

~~DISPOSE: Sell, lease for an initial term longer than ten (10) years, convey, donate, or otherwise change ownership of real property, or enter into a joint venture that gives a private entity the right to use, possess, or occupy real property.~~

~~DISPOSE does not include the creation, transfer, or use of an easement, unless the easement has a fair market value of more than 50% of the fair market value of the affected real property; or giving a private entity the right to use possess, or occupy real property under a lease agreement with an initial term of less than ten (10) years.~~

~~DISPOSE does not include selling surplus property to a school district; offering property back to the party the City received the public property from, if required to do so by another provision of law; conveying property to another governmental entity; the sale of a cemetery plot or burial right; the abandonment or vacation of a public street in accordance with applicable law; an exchange of parcels of property with a political subdivisions if both parties make a finding that the exchanged parcels are of reasonably equivalent value, or, with a private party if the City makes a finding that the City's public property has roughly the same fair market value as the real property the City will receive in the exchange (parcels of estimated fair market value within 10% of each other are presumptively of reasonably equivalent value).~~

~~SIGNIFICANT PARCEL OF REAL PROPERTY: Any parcel of City-owned real property, including land and improvements on land, that has a reasonable value in excess of ten thousand dollars (\$10,000).~~

7.50.020 ~~Reasonable~~ Notices Required

~~Reasonable notice of the disposition of a significant parcel of real property shall include:~~
~~A. Before the City may dispose of a significant parcel of real property, the following notices are required:~~

~~1. Publish an announcement of the City's intent to dispose of the property on the City website or on at least one real estate offering website for a minimum of 45 consecutive days.~~

~~2. Post a physical sign on the property indicating that~~

~~a. The property is available for sale, lease, or joint venture, and~~

~~b. Offers may be made to the City.~~

~~3. Announce the City's intent to declare as surplus and dispose of the property during a public meeting.~~

~~4. Publish ~~or post~~ ~~ing or posting~~ notice of a public hearing on the proposed ~~surplus and~~ disposition of a significant parcel of real property in the following locations:~~

~~a. On the City's website;~~

~~b. On the Utah public notice website;~~

~~Posting notice in c. On at least ~~three~~ (3) public places within the city; and~~

~~d. Mailing ~~such~~ notice to ~~the~~ adjacent property owners.~~

~~B. Before the City may dispose of a non-significant parcel of real property, the following notices are required:~~

~~_____ 1. Post a physical sign on the property indicating that the property is available for sale, lease, or joint venture, and~~

~~_____ 2. Offers may be made to the City.~~

~~_____~~

7.50.030 Procedure

- A. Before the disposition of any significant parcel of property, the City Council must declare the property as surplus.
- B. Before the Council may declare as surplus and authorize the disposition of a significant parcel of real property, the City shall provide ~~reasonable class A~~ notice at least fourteen (14) days before a public hearing where the public may have an opportunity to provide input on the proposed surplus and disposition.
- C. Subject to the requirements herein, every disposition of surplus property shall be made by the City Manager, or designee.
- D. Property subject to disposition by the City under this section must be:
 - 1. Reliably appraised, and
 - 2. The disposition must be for at least fair market value.
- E. Notwithstanding subsection (D)(2) of this section, the Council may make a finding by resolution that the disposition of specific parcels of real property need not be for fair market value if the City will receive specifically identified intangible benefits that justify the disposition of the property for less than fair market value.
- F. Notwithstanding subsection (D)(1) of this section, an appraisal is not required where:
 - 1. The reasonable estimated value of the surplus property is negligible in relation to the costs of an appraisal; or
 - 2. Where the surplus property is of such size, shape or is otherwise so unique as to be unmarketable.
 - 3. In such circumstances, the City Manager may dispose of the surplus property in any manner as to ensure that the transaction is in the best interest of the City, the disposition is made with consideration for the reasonable estimated value of the property, and the disposition otherwise maximizes the return or benefit to the City.
- G. To the extent allowed by law and at the discretion of the City Manager, the disposition of property declared as surplus may be carried out through public offering and competitive bid, public sale, private sale, listing with a real estate broker, exchange, option to purchase, lease, lease with option to purchase, or by any other lawful and reasonable means.
- H. The method of disposition shall reflect market conditions and characteristics of the property. The City Manager shall ensure that the transaction is in the best interest of the City, maximizes the return or benefit to the City, and that the value of the property is congruent with the proposed price and other terms of the sale or exchange. No provision of this chapter shall be construed to require or to invalidate

any conveyance or encumbrance by the City nor to vest rights or action of any kind against the City, its officers, agents or employees.



REQUEST FOR CITY COUNCIL ACTION

To: Mayor and City Council
From: Ellen Oakman, Associate Planner
Date: August 19, 2026
Business Date: August 26, 2026
Subject: Request to vacate approximately 1,396.51 square feet (0.032 acres) of public right-of-way at 14471 South 1690 West. (Application 2026-09)
Applicant(s): Court and Kimberly Dymock
Staff Presentation: Ellen Oakman

BACKGROUND:

Applicants Court and Kimberly Dymock are requesting that the City vacate approximately 1,396.51 square feet (0.032 acres) of City-owned right-of-way adjacent to 14471 S 1690 W. The Dymocks intend to subdivide their adjacent approximately 0.62-acre property and would like to purchase the vacated right-of-way from the City at fair market value and then subdivide their approximately 0.62-acre property which may require an additional disposition and surplus hearing by the City Council, depending on the value of the property.

ANALYSIS:

The applicant has submitted the required application materials, including the legal description and exhibits for the proposed street vacation. Following City Council approval of the street vacation and the subsequent acquisition of the vacated property, the area is intended to be included in a subdivision plat application.

The street identified as 1690 West is currently classified as a major collector but will be recommended to be downgraded to a minor collector in the next Transportation Plan update, schedule for later in 2026. Engineering has developed a modified cross-section for 1690 West to address the roadway's specific design requirements. If and when the property is subdivided, the applicant will be required to dedicate approximately 15 feet of additional right-of-way along the 1690 West to the City to meet the City's right-of-way requirements.

Bluffdale City Code § 12.60.020(C) requires that requests to vacate all or a portion of a public street, right-of-way, or easement comply with applicable Utah State Code. Staff has reviewed the request and finds that the application has been submitted in accordance with the City's procedures for processing a street vacation.

CONDITIONS/FINDINGS OF APPROVAL:

1. The applicant has submitted the required application materials, including the exhibits and legal description for the proposed street vacation.
2. The applicant has submitted the required street vacation application and paid the applicable fees.
3. The applicant has coordinated with the City regarding the proposed street vacation of the right-of-way.
4. The applicant has paid the required City Council public notice fees and provided the information necessary for Council consideration.
5. The property to be vacated is no longer needed for public street purposes.

Noticing Requirements: Pursuant to BCC 11.30.060, vacation of a public street, right-of-way, or easement requires notice at least ten (10) calendar days prior to the public hearing. Notice includes Class A Notice, mailed

notice to property owners and affected entities, posting notice on or near the right-of-way, and publication in a newspaper of general circulation and on the Utah Public Notice Website.

MODEL MOTIONS:

Motion for Approval: I move to approve the proposed vacation (Ordinance 2026-15) based on the findings found in the Council memo dated August 19, 2026 (and including the following findings):

1. List all findings for approval

SUPPORTING DOCUMENTATION:

Ordinance 2026-15

Legal description, Exhibit, Concept Map

1690 W Cross Section

Engineering Memo

CITY OF BLUFFDALE, UTAH

ORDINANCE NO. 2026-15

AN ORDINANCE APPROVING THE VACATION OF APPROXIMATELY 1,396.51 SQUARE FEET OF PUBLIC RIGHT-OF-WAY ADJACENT TO 14471 SOUTH 1690 WEST

WHEREAS, the City has received a request to vacate approximately 1,396.51 square feet (0.032 acres) of City-owned right-of-way adjacent to 14471 South 1690 West;

WHEREAS, notice of the public hearing for the proposed vacation was provided pursuant to the Bluffdale City Code and Utah State Code;

WHEREAS, Bluffdale City Code § 12.60.020(C) provides that a petition proposing to vacate all or a portion of a public street, right-of-way, or easement shall comply with applicable Utah State Code;

WHEREAS, the proposed vacation has been requested to facilitate additional land to be combined with the subdivision of the adjacent property;

WHEREAS, the City Council has considered the proposed vacation and finds that good cause exists for the vacation and that the vacation will not materially injure the public interest or any person; and

WHEREAS, the City Council has considered the impact of this ordinance on family health, stability, and formation.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLUFFDALE, UTAH AS FOLLOWS:

Section 1. Vacation. The vacation of approximately 1,396.51 square feet (0.032 acres) of City-owned public right-of-way adjacent to 14471 South 1690 West, as legally described and depicted in **Exhibit A**, is hereby approved.

Section 2. Amendment of Conflicting Ordinances. If any ordinances, resolutions, policies, or zoning maps of the City heretofore adopted are inconsistent herewith they are hereby amended to comply with the provisions hereof. If they cannot be amended to comply with the provisions hereof, they are hereby repealed.

Section 3. Severability. If any section, part, or provision of this Ordinance is held invalid or unenforceable, such provision shall be deemed a separate, distinct, and independent provision, and such invalidity or unenforceability shall not affect any other

portion of this Ordinance and all sections, parts, provisions and words of this Ordinance shall be severable.

Section 4. Effective Date. This Ordinance shall become effective immediately upon publication or posting as required by law.

PASSED AND APPROVED: August 26, 2026

CITY OF BLUFFDALE

Mayor Natalie C. Hall

ATTEST:

[seal]

City Recorder

Voting by the City Council:	Yes	No	Absent
Councilmember Aston	_____	_____	_____
Councilmember Austin	_____	_____	_____
Councilmember Smith	_____	_____	_____
Councilmember Lord	_____	_____	_____
Councilmember Wilding	_____	_____	_____
Mayor Hall (tie only)	_____	_____	_____

EXHIBIT A1: Legal Description

EXHIBIT A2: Vacation Exhibit

EXHIBIT A3: Vicinity Map

A PARCEL OF LAND LOCATED WITHIN THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, CITY OF BLUFFDALE, SALT LAKE COUNTY, UTAH; SAID PARCEL OF LAND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF LOT 1, SWEET SUBDIVISION AS ON FILE AT THE SALT LAKE COUNTY RECORDER'S OFFICE AS ENTRY NUMBER 6721159; SAID POINT ALSO BEING THE SOUTHWEST CORNER OF A PARCEL 2 AS DESCRIBED WITHIN WARRANTY DEED ENTRY NUMBER 14525371 IN BOOK 11653 AT PAGE 4690; SAID POINT ALSO BEING SOUTH 02°13'24" WEST 1833.16 FEET AND NORTH 89°32'07" EAST 38.315 FEET FROM THE NORTH QUARER CORNER OF SAID SECTION 10;

THENCE ADJOINING SAID NORTHELRY LINE OF LOT 1 OF SAID SWEET SUBDIVISON SOUTH 89°32'07" WEST 13.96 FEET, MORE OR LESS, TO A POINT 15 FEET EASTERLY FROM THE EXITING OVERHEAD POWER LINES; THENCE NORTH 00°37'55" EAST 103.77 FEET PARRALLEL TO SAID POWER LINES; THENCE EAST 12.97 FEET TO THE NORTHWEST CORNER OF SAID ENTRY NUMBER 14525371; THENCE ADJOINING SAID WESTELRY LINE SOUTH 00°05'15" WEST 103.65 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARING BEING NORTH 00°03'08" WEST FROM SAID NORTH QUARTER CORNER OF SECTION 10 TO THE CENTER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN.

CONTAINS: ±1,396.51 SQ. FT.

BASIS OF BEARING
N00°03'08"W 2636.97' (M)
N00°03'08"W 2637.10' (PLAT)

CENTER SECTION
SECTION 3, T4S, R1W
SLB&M (FOUND BRASS)
CAP MON W/ RING & LID

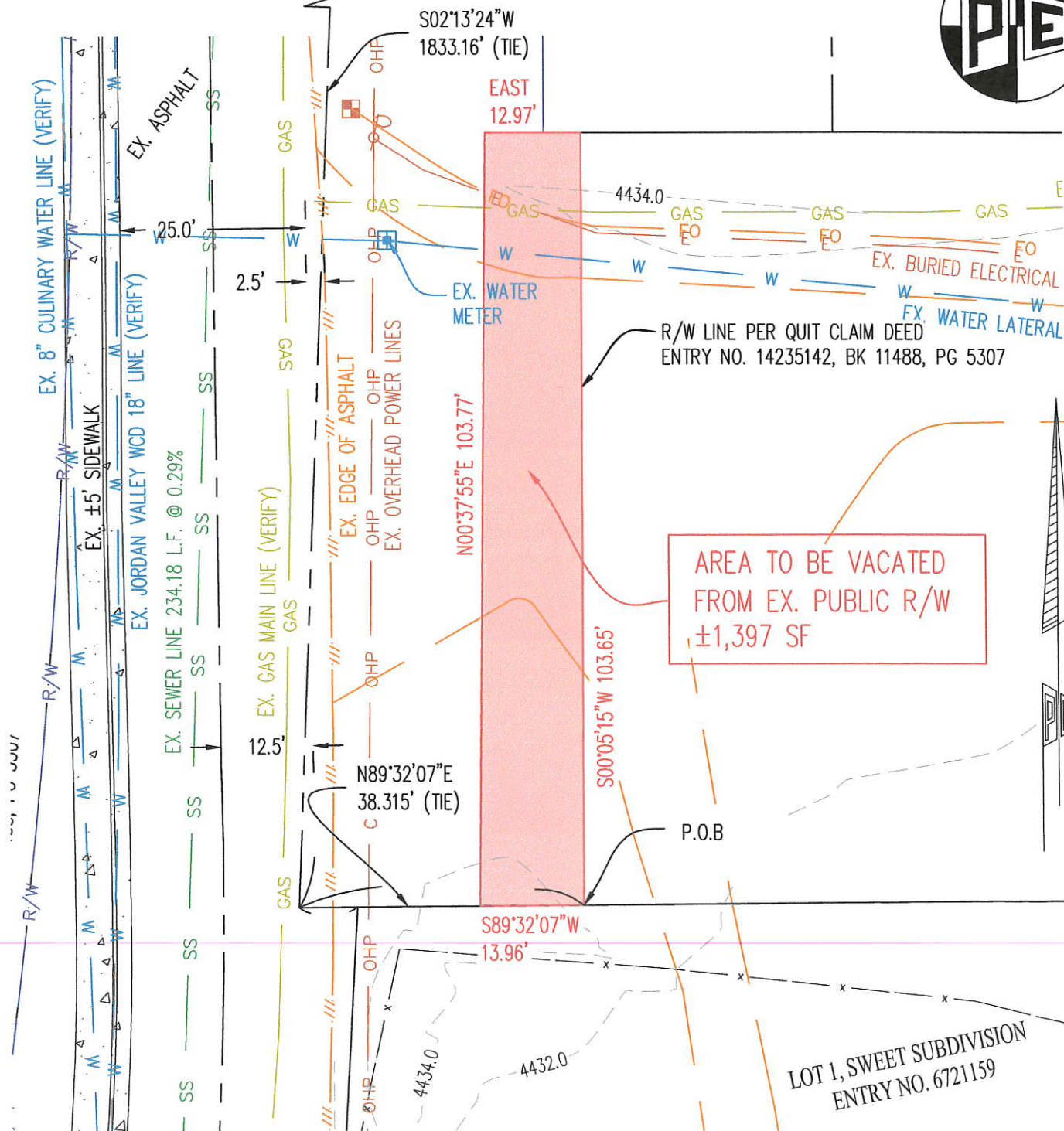
NORTH QUARTER CORNER
SECTION 10, T4S, R1W
SLB&M (FOUND BRASS)
CAP MON W/ RING & LID

BENCHMARK: 4454.318 NAVD88

GRAPHIC SCALE

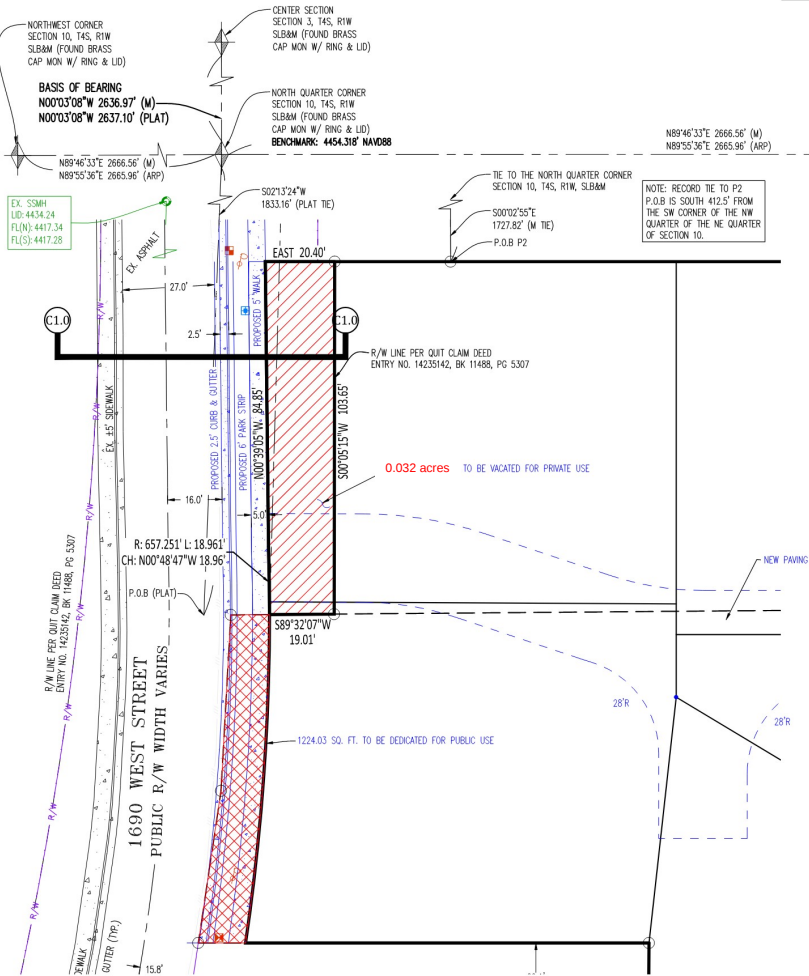


(IN FEET)
1 INCH = 20 FT.

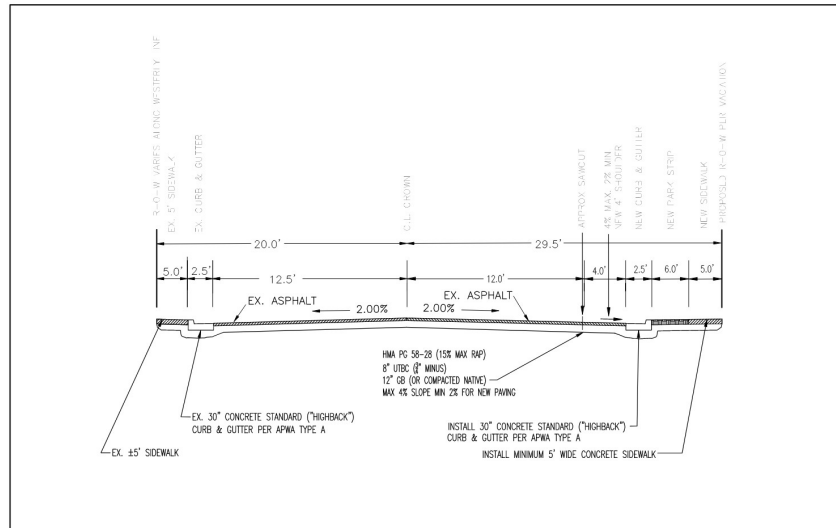


CROSS SECTION EXHIBIT

LOCATED WITHIN THE NORTH HALF OF SECTION 10, TOWNSHIP 4 SOUTH, RANGE 1 WEST
SALT LAKE BASE AND MERIDIAN
CITY OF BLUFFDALE, SALT LAKE COUNTY, UTAH



PROPOSED FUTURE RIGHT OF WAY CROSS SECTION C1.0



RECORD DESCRIPTION

PARCEL 1:
Lot 1, SWEET SUBDIVISION, according to the official plat thereof as recorded in the office of the Salt Lake County Recorder.

LESS AND EXCEPTING therefrom the following:
A parcel of land, being part of an entire tract of property, situate in the E1/2NW1/4 of Section 10, Township 4 South, Range 1 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at the Northwestern Boundary Line of the Ivan S. Ellis property line, said point being South 00°28'34\"/>

PARCEL 2:
Beginning South 412.5 feet from the Southwest corner of the Northwest quarter of the Northeast quarter of Section 10, Township 4 South, Range 1 West, Salt Lake Meridian; thence East 231 feet; thence South 101.5 feet, more or less, to the North line of Lot 1, Sweet Subdivision; thence South 89°32'07\"/>

THE LANDS SURVEYED, SHOWN AND DESCRIBED HEREON ARE THE SAME LANDS DESCRIBED IN A TITLE COMMITMENT PREPARED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY AS COMMITMENT NUMBER 182113-JF BEARING AN EFFECTIVE DATE OF AUGUST 9, 2024 AT 7:30 AM.

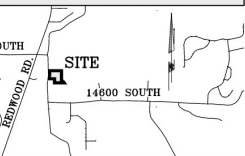
LEGEND OF SYMBOLS & ABBREVIATION

	TEST STATION		IRRIGATION BOX		SIGHT LIGHT
	POWER POLE		WATER VALVE		STORM MANHOLE
	COMM/ELEC. MANHOLE		FIRE HYDRANT		STORM INLET
	ELECTRIC METER / BOX		WATER MANHOLE		CURB STORM
	CABLE BOX		WATER METER PIT		SANITARY SEWER
	WATER METER		GAS METER		GAS MANHOLE
	INDICATES HANDICAPPED PARKING		AIR CONDITIONER UNIT		SET REBAR & STAMPED
	SCHEDULE B EXCEPTION		ACCESS TO PUBLIC RIGHT OF WAY		ENC. OR L.S. 295
	DISTANCE TO NEAREST INTERSECTION		CORNER NOT SHOWN		CORNER NOT SHOWN
	SECTION CORNER		MONUMENT		

LINE TABLE

	OUTER BOUNDARY
	ADJACENT BOUNDARY
	INTERIOR BOUNDARY
	CURB, GUTTER, & EDGE OF CONCRETE
	EDGE OF ASPHALT
	BUILDING
	OVERHEAD POWER
	SANITARY SEWER LINE
	CULINARY WATER LINE
	LESS & EXCEPTING PARCEL
	GAS LINE
	ELECTRICAL LINE
	COMMUNICATIONS LINE
	RIGHT OF WAY LINE

UTILITY MAP - NO SCALE





Memo

Date: August 18, 2026

From: Dan Tracer, Assistant City Engineer

To: Mayor Natalie Hall
Bruce Kartchner, City Manager
City Council

CC:

RE: Right of Way Vacation Request for 1690 West at 14471 S

The City of Bluffdale has received a Right of Way Vacation Request for 1690 W at 14471 S. The Engineering Department has conducted an analysis to determine how much right of way is needed currently and for any future road expansions.

1690 W is currently designated as a Major Collector on the 2020 Transportation Master Plan. Since then, the City completed a direct connection of 14600 S to Redwood and now 1690 W is seeing substantially less traffic. The new draft Transportation Master Plan, which is scheduled to be presented later in 2026, will classify 1690 W as a Minor Collector to reflect this lower traffic demand. The road cross section is already a modified design to accommodate the South Jordan Canal and retaining walls on the west side of 1690 W.

We have determined that modified minor collector right of way of 56' is needed to accommodate 1690 W while planning for future curb & gutter, park strip and an active transportation trail.

We recommend that the City Council pass this vacation request.

Dan Tracer, P.E. – Assistant City Engineer
City of Bluffdale
Att: Vacation Exhibit

BASIS OF BEARING
N00°03'08"W 2636.97' (M)
N00°03'08"W 2637.10' (PLAT)

CENTER SECTION
SECTION 3, T4S, R1W
SLB&M (FOUND BRASS)
CAP MON W/ RING & LID

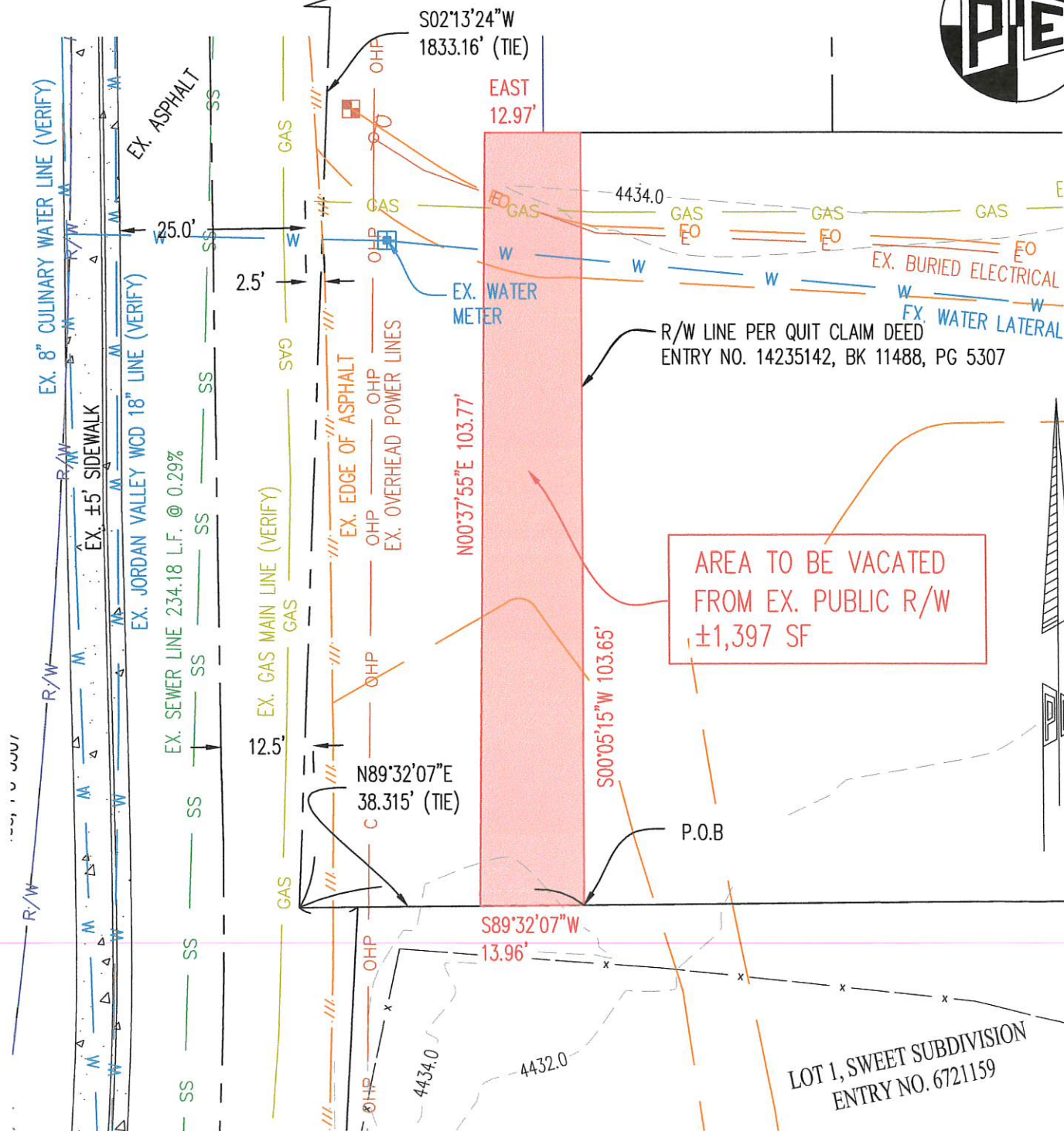
NORTH QUARTER CORNER
SECTION 10, T4S, R1W
SLB&M (FOUND BRASS)
CAP MON W/ RING & LID

BENCHMARK: 4454.318 NAVD88

GRAPHIC SCALE



(IN FEET)
1 INCH = 20 FT.





THE CITY OF BLUFFDALE
2222 W 14400 South
Bluffdale, Utah 84065
(801) 254-2200
Fax (801) 253-3270

MEMORANDUM

To: Bluffdale Redevelopment Agency

From: Fredric Donaldson, Bluffdale City Attorney

Date: August 20, 2026

Re: Resolution Approving of Assignment of Participation Agreement from Plentiful Way Title Holder, LLC to Independence Apartments Venture, LLC

On November 12, 2025, the Bluffdale Redevelopment Agency (“RDA”) approved a participation agreement between the RDA and Plentiful Way Title Holder, LLC who owns approximately 5.1 acres of property within Independence at the Point, a master planned development located at 15300 South, Bluffdale (“Participation Agreement”). They proposed to construct ~217 multi-family housing units with amenities.

Term 5.1 of the Agreement authorizes assignment of the Agreement to another entity with RDA consent. The original participant now desires the RDA’s consent to assign the agreement to another entity, Independence Apartments Venture, LLC. The new participant will be bound by the same obligations and have the same rights as the original participant. Staff recommends the Board approve the resolution consenting to the assignment.

THE CITY OF BLUFFDALE

**THE BLUFFDALE CITY REDEVELOPMENT AGENCY
RESOLUTION 2026-42**

**A RESOLUTION CONSENTING TO THE ASSIGNMENT OF THE PARTICIPATION AGREEMENT
DATED NOVEMBER 12, 2025 BY PARTICIPANT PLENTIFUL WAY TITLE HOLDER, LLC TO NEW
PARTICIPANT INDEPENDENCE APARTMENTS VENTURES, LLC**

WHEREAS, the Bluffdale City Redevelopment Agency (the “**Agency**”), has been created and operates pursuant to Utah Code Annotated Title 17C, Community Reinvestment Agency Act (the “**Act**”);

WHEREAS, pursuant to the Act, and more particularly Utah Code Section 17C-1-202, the Agency is authorized enter into participation agreements with developers or property owners;

WHEREAS, the Agency entered into a Participation Agreement dated November 12, 2025, with Participant Plentiful Way Title Holder, LLC (the “**Participation Agreement**”) attached hereto as **Exhibit A**;

WHEREAS, the Participant Plentiful Way Title Holder, LLC has requested the Agency consent to the assignment of all rights, duties, and obligations of the Participant under the Participation Agreement to Independence Apartments Venture, LLC, pursuant to term 5.1 of the Participation Agreement;

WHEREAS, the Agency is willing to consent to the assignment of the Participation Agreement by Plentiful Way Title Holder, LLC to Independence Apartments Venture, LLC, according to the terms and conditions of the “Consent & Assignment of Participation Agreement” (the “**Agreement**”) attached hereto as “**Exhibit B**” and authorize the Chair and Secretary of the Agency to execute the Agreement on behalf of the Agency.

NOW, THEREFORE, BE IT RESOLVED BY THE BLUFFDALE REDEVELOPMENT AGENCY:

1. **Approval of the Agreement.** The Agreement in **Exhibit B**, between the Agency, Plentiful Way Title Holder, LLC, and Independence Apartments Venture, LLC consenting to and providing for the assignment and transfer of the Participation Agreement from Plentiful Way Title Holder, LLC as the Participant to Independence Apartments Venture, LLC as the new Participant pursuant to the terms and conditions of the Agreement is hereby approved.

2. **Authorization to Execute Agreement.** The Chair and the Secretary are authorized to execute the Agreement in **Exhibit B** on behalf of the Agency. The

Agreement may be modified or revised prior to execution by the Chairman, provided that any such modifications or revisions do not substantially alter the material terms.

3. **Effective Date.** This Resolution shall be effective upon its adoption.

APPROVED and ADOPTED this ____ day of August 2026.

BLUFFDALE CITY REDEVELOPMENT AGENCY

By: _____
Alan Lord, Chair

ATTEST:

By: _____
Bruce Kartchner, Secretary/Treasurer

BLUFFDALE CITY REDEVELOPMENT AGENCY VOTE:

VOTING:

	AYE	NAY	ABSENT/ABSTAIN
Chair Lord	_____	_____	_____
Board Member Aston	_____	_____	_____
Board Member Austin	_____	_____	_____
Board Member Hall	_____	_____	_____
Board Member Smith	_____	_____	_____
Board Member Wilding	_____	_____	_____

BLUFFDALE CITY REDEVELOPMENT AGENCY

RESOLUTION NO. 2025-90

A RESOLUTION OF THE REDEVELOPMENT AGENCY OF BLUFFDALE CITY, UTAH, AUTHORIZING THE CHAIR TO EXECUTE A PARTICIPATION AGREEMENT WITH PLENTIFUL WAY TITLE HOLDER, LLC FOR AN INCOME TARGETED PROJECT COMPONENT WITHIN THE MASTER PLANNED DEVELOPMENT KNOWN AS INDEPENDENCE AT THE POINT

WHEREAS, the City of Bluffdale (“City”) Redevelopment Agency (“RDA”) is an entity and political subdivision of the State of Utah and is authorized to use Housing Allocation funds to promote income targeted housing opportunities within the RDA’s boundaries under the Community Reinvestment Agency Act, Title 17C, Chapter 1, Utah Code Annotated 1953, as amended (the “Act”); and

WHEREAS, Plentiful Way Title Holder, LLC (“**Participant**”) owns approximately 5.1 acres within Independence at the Point, a master planned development located at 15300 South, Bluffdale, Utah, and plans to construct 217 multi-family units, with amenities, including, but not limited to, a swimming pool, fitness center, game room, and clubhouse (together, the “**Project**”); and

WHEREAS, Participant and the RDA share a goal of creating moderate-income housing opportunities within the City, especially for, but not limited to, persons in roles making up the community’s critical workforce such as: police or law enforcement services, fire response services, other emergency response services, public school teaching and services, and municipal government services; and

WHEREAS, the RDA desires to provide Housing Allocation funds to Participant for the Project and Participant desires to dedicate a portion of the Project to moderate-income and critical workforce residents; and

WHEREAS, an agreement has been prepared entitled “Participation Agreement,” attached hereto, which sets forth the rights, duties, and obligations of the RDA and the Participant for creating moderate-income and critical workforce housing within the Project using Housing Allocation funds; and

WHEREAS, the RDA Board of Directors has reviewed the Participation Agreement and determined entering into the Participation Agreement to be appropriate for the interests and purposes of the RDA, and encourages, promotes, or provides development supporting the City.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE BLUFFDALE CITY REDEVELOPMENT AGENCY AS FOLLOWS:

SECTION 1. Authorization to Execute Participation Agreement. The Redevelopment Agency hereby authorizes the Chair to execute the Participation Agreement attached as **Exhibit A**, and to provide Participant with Housing Allocation funds in an amount not to exceed \$5,500,000.00, in exchange for the dedication of moderate-income and critical workforce housing within the Project. The Chair and appropriate staff are also hereby authorized and directed to carry out the transactions anticipated in the Participation Agreement including the recording of the deed restriction identified in the Participation Agreement.

SECTION 2. Severability. If any section, clause or portion of this Resolution is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby and shall remain in full force and effect.

SECTION 3. Effective Date. This Resolution shall become effective immediately upon passage.

APPROVED BY THE BOARD OF DIRECTORS OF THE BLUFFDALE CITY REDEVELOPMENT AGENCY ON THIS 12th DAY OF NOVEMBER 2025, BY THE FOLLOWING VOTE:

	YES	NO	ABSTAIN	ABSENT
Board Member Aston	☒	☐	☐	☐
Board Member Austin	☒	☐	☐	☐
Board Member Hall	☒	☐	☐	☐
Board Member Lord	☒	☐	☐	☐
Board Member Wilding	☒	☐	☐	☐
Chair Crockett	☒	☐	☐	☐

Chair: Traci Crockett
Traci Crockett

Attest: [Signature]
_____, Clerk



PARTICIPATION AGREEMENT

This PARTICIPATION AGREEMENT (this “**Agreement**”) dated as of the 12th day of November 2025 (the “**Effective Date**”), and is made by and between the **BLUFFDALE CITY REDEVELOPMENT AGENCY**, a Utah municipal corporation (the “**Agency**”), and **PLENTIFUL WAY TITLE HOLDER, LLC**, a Utah limited liability company (the “**Participant**”).

RECITALS

The following recitals are a substantive part of this Agreement:

A. Participant owns approximately 5.1 acres within Independence at the Point, a master planned development located at 15300 South, Bluffdale, Utah (the “**Site**”), generally depicted on the attached **Exhibit A**.

B. On the Site, Participant plans to construct 217 multi-family units, with amenities, including, but not limited to, a swimming pool, fitness center, game room, and clubhouse (together, the “**Project**”).

C. Participant and the Agency share a goal of creating moderate-income housing opportunities within Bluffdale City (the “**City**”), especially for, but not limited to, persons in roles making up the community’s critical workforce. Such persons include those employed in the following: police or law enforcement services, fire response services, other emergency response services, public school teaching and services, and municipal government services (“**Critical Workforce**”).

D. The Agency possesses certain Redevelopment Agency Housing Allocation funds (“**Housing Funds**”) that may be used to promote income targeted housing opportunities within the Agency’s boundaries as set forth in Utah Code Ann. Section 17C-1-412.

E. The Agency desires to provide Housing Funds to Participant for the Project and Participant desires to dedicate a portion of the Project to moderate-income and Critical Workforce residents, pursuant to the terms and conditions set forth herein.

F. This Agreement and Participant’s Project are in the vital and best interest of the Agency, and the health, safety, morals and welfare of City residents, and in accord with the goals, objectives and public purposes of the Agency and the provisions of applicable state and local laws and requirements affecting the Agency.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions contained herein, the Agency and Participant agree as follows:

1. RECITALS AND EXHIBITS INCORPORATED.

The recitals and exhibits are hereby incorporated by reference into this Agreement and are a material part of this Agreement.

2. DEVELOPMENT OF THE PROJECT

2.1 Description of the Project. The Project shall consist of 217 multifamily units and include amenities, as set forth in the Project Representation attached hereto as **Exhibit B** (“**Project Representation**”). The terms “Building 1”, “Building 2”, and “Exterior Improvements” are defined in the Project Representation.

2.2 Income Targeted Housing Component. The Project shall include income targeted housing such that a minimum of 72 of the Project units shall be reserved for residents with an annual household income at or below 80% of the Salt Lake County household median income (the “**Income Threshold**”) as set forth in Utah Code Ann. Section 17C-1-102(32) (the “**Targeted Housing Units**”). Developer shall market the Targeted Housing Units to Critical Workforce employees and shall use commercially reasonable efforts to lease the Targeted Housing Units to the same. Participant shall identify the Targeted Housing Units in advertising and marketing materials for the Project and specify that the Critical Workforce shall be provided preference for the Targeted Housing Units. Rent for the Targeted Housing Units may not exceed the Income Threshold for the calendar year in question. The Rent Calculation Spreadsheet which specifies the Income Threshold for the calendar year 2025 is attached hereto as **Exhibit C** and the Agency and Participant shall determine the Income Threshold for succeeding calendar years based upon HUD or if no longer published replacement data reasonably acceptable to the Agency and Participant. The Targeted Housing Units shall be deed restricted (“**THU Deed Restriction**”) for a period of twenty (20) years in a manner to ensure that the rent is controlled and that they remain reserved as defined herein this Section 2.2. The THU Deed Restriction shall be recorded against the Site in substantially the form attached hereto as **Exhibit D**.

2.3 Project Approval. Participant shall obtain from the City all permits and approvals necessary for the Project as required in this Agreement, by applicable State law, by City code, and all other applicable laws (collectively, the “**Project Approvals**”).

2.4 Entitlement Process; Processing. Participant acknowledges that the requirements set forth in this Article 2, including, without limitation, the construction and substantial completion of the Targeted Housing Units, are material considerations for the Agency’s agreement to make the payments set forth in Article 3 below, and that but for such requirements, the Agency would not have agreed to make said payments pursuant to the terms of this Agreement.

2.5 Cost of Construction. All of the costs of planning, designing, developing and constructing the Project, including site preparation and grading shall be borne solely by Participant.

2.6 Rights of Access. For purposes of assuring compliance with this Agreement, representatives of the Agency shall have the right of access to the Site at normal construction hours during the period of construction and upon reasonable prior notice to Participant including but not limited to, the inspection of the work being performed in the construction of the Project. The

Agency shall indemnify, defend and hold Participant harmless from any loss, damage, injury, accident, casualty, liability, claim, cost or expense (including, but not limited to, reasonable attorneys' fees) of any kind or character to any person or property (collectively, "Claims") arising from or related to the Agency's inspection of the Project as permitted by this Section 2.6. Notwithstanding the prior sentence, the Agency shall not be liable for such Claims to the extent and in the proportion that the same is ultimately determined to be attributable to the negligence or misconduct of Participant or its agents, representatives, employees, owners, managers or consultants. This Section 2.6 does not apply to, limit or otherwise restrict or impose conditions on any inspection or entry right the City has pursuant to State law or the City Code.

3. PAYMENT OF HOUSING FUNDS

3.1 Payments Prior to Project Completion. To incentivize Participant to construct the Project in a timely manner, the Agency shall provide Participant with the following funds, subject to the Conditions Precedent herein defined:

3.1.1 \$500,000 upon issuance of building permits for Buildings 1 and 2.

3.1.2 \$1,700,000 upon issuance of certificate of occupancy for Building 1 and all Exterior Improvements for the Site.

3.1.3 \$1,300,000 upon issuance of certificate of occupancy for Building 2.

3.2 Payment upon Project Completion. No sooner than three (3) months nor later than six (6) months after full completion of the 217 multifamily units and subject to the Conditions Precedent herein defined, Agency shall provide Participant with \$2,000,000 to financially assist Participant with Project financial obligations under the Targeted Housing Unit parameters required pursuant to this Agreement, provided that:

3.2.1 Participant provide its first Quarterly Report after full completion prior to Agency releasing payment under this Section; and

3.2.2 The THU Deed Restriction has been recorded.

3.3 Conditions Precedent to Payments. The Agency may not be obligated to provide any payment to Participant under this Section 3 unless the following conditions precedent are satisfied (the "**Conditions Precedent**"):

3.3.1 The Project shall, at all times, comply with all applicable federal, state, and local ordinances, rules, regulations, and statutes, and all permits, licenses, and registrations issued by any governing authority shall be valid and in good standing.

3.3.2 The Project shall be in compliance with all terms and conditions of this Agreement.

3.3.3 The Project shall be financially solvent, construction must be progressing in a timely manner, subject to force majeure delays, and there shall be no material changes in

Project floorplans, square footages, parking stalls, or amenities that substantially differ from the Project Representation attached hereto as Exhibit B.

3.3.4 Participant shall, prior to each disbursement of funds by the Agency under this Section 3, submit to the Agency a written request for funds, with a certification that Participant has performed its obligations under this Agreement and that each of the foregoing Conditions Precedent have been met.

3.4 Reporting; Audit. Participant shall deliver to the Agency, on a quarterly basis and within thirty (30) days of the end of the relevant calendar quarter, written reports documenting the status of the Project ("**Quarterly Reports**"). Quarterly Reports during construction shall include, but are not limited to, completed improvements, schedules of values/disbursements, any liens or encumbrances of record, construction projections for the next quarter, and any other information requested by Agency. Quarterly Reports after completion of the first Targeted Housing Units, in addition to the foregoing, shall include, but are not limited to, marketing materials, rents, Critical Workforce occupancy, overall occupancy, and any other information requested by Agency. The Agency shall have the right, but not the obligation, to audit or otherwise inspect Project books and records upon reasonable notice to Participant.

4. DEFAULTS; REMEDIES; TERMINATION

4.1 Default. The failure by any party to perform any action or adhere to any covenant or representation or warranty required by this Agreement within the time periods provided herein following notice and an opportunity to cure as described in this Section 4.1, constitutes a "Default" under this Agreement. The breach or falsity of any representation or warranty by a party as set forth in this Agreement also constitutes a "Default" under this Agreement following notice and an opportunity to cure as described hereafter. A party claiming a Default shall give written notice of Default to the other party specifying the Default complained of. Except as otherwise expressly provided in this Agreement, the claimant shall not institute any proceeding against any other party, and the other party shall not be in Default as to non-monetary Defaults if such party within thirty (30) days from receipt of such notice (or such longer period of time as may be reasonably necessary under the circumstances and due to the nature of the claimed Default, but in no event to exceed ninety (90) days) promptly, with due diligence, commences to cure, correct or remedy such failure or delay and thereafter completes such cure, correction or remedy with due diligence.

4.2 Institution of Legal Actions; Remedies. In addition to any other rights or remedies and subject to the restrictions otherwise set forth in this Agreement, either party may institute an action at law or equity to seek specific performance of the terms of this Agreement, or to cure, correct or remedy any Default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Third District Court of Salt Lake County, State of Utah, or in the Federal District Court in the District of Utah.

4.3 Rights and Remedies Are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same Default or any other Default by the other party.

4.4 Inaction Not a Waiver of Default. Any failures or delays by either party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

4.5 No Waiver. A waiver by either party of a breach of any of the covenants, conditions or agreements under this Agreement to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions of this Agreement.

4.6 Applicable Law. The internal laws of the State of Utah shall govern the interpretation and enforcement of this Agreement, without regard to conflict of law principles.

4.7 Termination. The Agency shall have the right to terminate this Agreement upon the occurrence of any of the following:

4.7.1 The Agency has provided Participant with funds in the amount of \$5,500,000.

4.7.2 Participant received a written notice of Default and failed to cure within the time periods prescribed under this Section 4.

4.7.3 Participant fails to commence construction of the Project within 12 months after the Effective Date of this Agreement.

The Agency shall effect termination of this Agreement under this Section by written notice to Participant and upon Participant's receipt of the written notice, this Agreement shall terminate and the Agency shall be released from all its duties and obligations hereunder.

4.8 Expiration. This Agreement and the THU Deed Restriction shall automatically expire and terminate twenty (20) years from the date the payment contemplated under Section 3.2, above, is made.

5. TRANSFERS AND ASSIGNMENTS

5.1 Assignment. During the term of this Agreement, Participant, and its successors and assigns, may not assign or transfer or attempt to assign or transfer all or any part of this Agreement, or any rights herein or obligations hereunder, without the prior written consent of the Agency, which may not be unreasonably withheld. Participant shall provide the Agency with no less than thirty (30) days' prior written notice in accordance with Section 8.1 of any proposed transfer, which notice shall identify the anticipated transferee including a brief description of the transferee. If agency does not provide Participant with a written denial of the proposed transfer within thirty (30) days of receiving notice from Participant, the Agency shall be deemed to have consented to the proposed transfer. Notwithstanding the foregoing, Participant may assign this Agreement to any majority-owned or controlled subsidiary or affiliate (or sister company that has substantially the same owners) of Participant, that agrees to undertake all obligations of Participant (an "Affiliated Assignment"), provided Participant provide no less than ten (10) days' prior written notice to Agency of any Affiliated Assignment and provide documentation of the assignee's

acceptance of Participant's obligations under this Agreement. Any assignee shall take title to the Site and/or Project subject to and shall expressly assume in writing for the benefit of the Agency, all rights, duties, and obligations set forth in this Agreement. Any assignment made in violation of this section may be deemed void in the sole discretion of the Agency.

5.2 Successors and Assigns. All of the terms, covenants and conditions of this Agreement shall run with the Site and be binding upon Participant and the Agency and their successors and assigns. Whenever the term "Participant" or "the Agency" is used in this Agreement, such term shall include any other successors and assigns. Notwithstanding the foregoing, upon any assignment that is permitted under Section 5.1, the transferor Participant shall be fully released from any obligations and liabilities under this Agreement, provided, that the transferee Participant shall have assumed all rights, duties, and obligations of the Participant under this Agreement.

6. INDEMNIFICATION OF THE AGENCY

Participant shall indemnify, defend, and hold harmless the Agency from and against any and all claims, liabilities, damages, and losses, including without limitation reasonable attorneys' fees and litigation expenses, including court costs and expert witness fees (collectively, "Claims"), due to the death or personal injury of any person, or physical damage to any person's real or personal property, caused by the construction of improvements by, or construction-related activities of, Participant on the Site, or for any construction defects in any improvements constructed by Participant on the Site, or the approval or operation of the Project on the Site; provided, however, that the foregoing indemnification shall not apply to the extent such Claims are caused by the negligence or willful misconduct of the Agency, or its employees, agents, representatives or contractors, it being understood however that nothing this indemnity is intended to act to diminish any immunities which may apply to the Agency with respect to such Claims. The foregoing indemnification provision shall survive the termination of this Agreement.

7. UTAH CODE § 17C-1-409(6)(a) REQUIREMENTS

7.1 In the event the Agency determines that Participant is delinquent on its property or privilege tax beyond any applicable cure or appeal period, or is subject to a political subdivision lien for past due fees and charges as described in Utah Code § 17C-1-409(6)(a), the Agency:

7.1.1 may provide a portion of any funds that would otherwise be paid by Agency to Participant under this Agreement (i) to Salt Lake County, in the amount Participant is delinquent for property tax or privilege tax beyond any applicable cure or appeal period, and (ii) to the political subdivision holding the political subdivision lien for past due fees and charges, in the amount necessary to resolve the political subdivision lien, and

7.1.2 may not provide any of the funds that would otherwise be provided directly to Participant under this Agreement until Participant is no longer delinquent on privilege tax or property tax beyond any applicable cure or appeal period or subject to a political subdivision lien for past due fees and charges.

8. GENERAL PROVISIONS

8.1 Notices. All notices under this Agreement shall be effective (i) upon personal delivery, (ii) upon delivery by reputable overnight courier that provides a receipt with the date and time of delivery, (iii) via electronic mail, provided recipient delivers receipt, or (iv) two (2) business days after deposit in the United States mail, registered or certified, postage fully prepaid, and addressed to the respective parties as set forth below or as to such other address as the parties may from time to time designate in writing:

Bluffdale Redevelopment Agency
Attn: Secretary/Treasurer
2222 West 14400 South
Bluffdale, UT 84065-5248
email: bkartchner@bluffdale.gov

With a copy to:

Smith Hartvigsen, PLLC
Attn: J. Craig Smith; Jay L. Springer
257 East 200 South, Suite 500
Salt Lake City, UT 84111
email: jspringer@SHutah.law

Participant's address for purposes of this Agreement is:

Plentiful Way Title Holder, LLC
2800 East Cottonwood Parkway, Suite 475
Cottonwood Heights, UT, 84121, USA
Email: rbryson@dakotapacific.com

With a copy to:

DPRE Management, LLC
2800 East Cottonwood Parkway, Suite 475
Cottonwood Heights, Utah 84121
Attention: Scott Swallow
E-mail: swallow@dakotapacific.com

8.2 Relationship Between the Agency and Participant. It is hereby acknowledged that the relationship between the Agency and Participant is not that of a partnership or joint venture and that the Agency and Participant shall not be deemed or construed for any purpose to be the agent of the other.

8.3 Counterparts. This Agreement may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement.

8.4 Integration. This Agreement, including the Attachments hereto, contains the entire understanding between the parties relating to the transaction contemplated by this Agreement, notwithstanding any previous negotiations or agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged in this Agreement and shall be of no further force or effect. Each party is entering this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

8.5 Attorneys' Fees. In any action between the parties to interpret, enforce, reform, modify, rescind, or otherwise in connection with any of the terms or provisions of this Agreement, the prevailing party in the action shall be entitled to its reasonable costs and expenses including, without limitation, litigation costs and reasonable attorneys' fees.

8.6 Titles and Captions. Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement or of any of its terms. Reference to any section numbers are to sections in this Agreement, unless expressly stated otherwise.

8.7 Interpretation. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others where and when the context so dictates. The word "including" shall be construed as if followed by the words "without limitation." This Agreement shall be interpreted as though prepared jointly by both parties.

8.8 Modifications. Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each party.

8.9 Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law and consistent with the mutual intent of the parties as expressed herein.

8.10 Computation of Time. The time in which any act is to be done under this Agreement is computed by excluding the first day, and including the last day, unless the last day is a holiday or Saturday or Sunday, and then that day is also excluded. The term "holiday" shall mean all holidays as specified in the Utah Code.

8.11 Legal Advice. Each party represents and warrants to the other the following: it has carefully read this Agreement, and in signing this Agreement, it does so with full knowledge of any right which it may have; it has received independent legal advice from its legal counsel as to the matters set forth in this Agreement, or has knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement; and, it has freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other

party, or its agents, employees, or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise.

8.12 Time of Essence. Time is expressly made of the essence with respect to the performance by the Agency and Participant of each and every obligation and condition of this Agreement.

8.13 Third Party Beneficiaries. There are no intended third party beneficiaries to this Agreement.

8.14 Authority. The person(s) executing this Agreement on behalf of each party represent and warrant that (i) such party is duly organized and existing, (ii) he is duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which such party is bound.

8.15 Term. Unless otherwise terminated in accordance with the terms of this Agreement, the term of this Agreement shall commence on the Effective Date and continue for a period of 20 years.

[Remainder of Page Left Blank - Signatures on Following Page]

IN WITNESS WHEREOF, the Agency and Participant each hereby represents that it has read this Agreement, understands it, and hereby executes this Agreement as of the Effective Date above.

AGENCY:

ATTEST:

Lani Crockett

Juanita Montoya

PARTICIPANT

PLENTIFUL WAY TITLE HOLDER, LLC
Utah limited liability company



By: [Signature]
Its:

Exhibit A

To Participation Agreement

Site Depiction



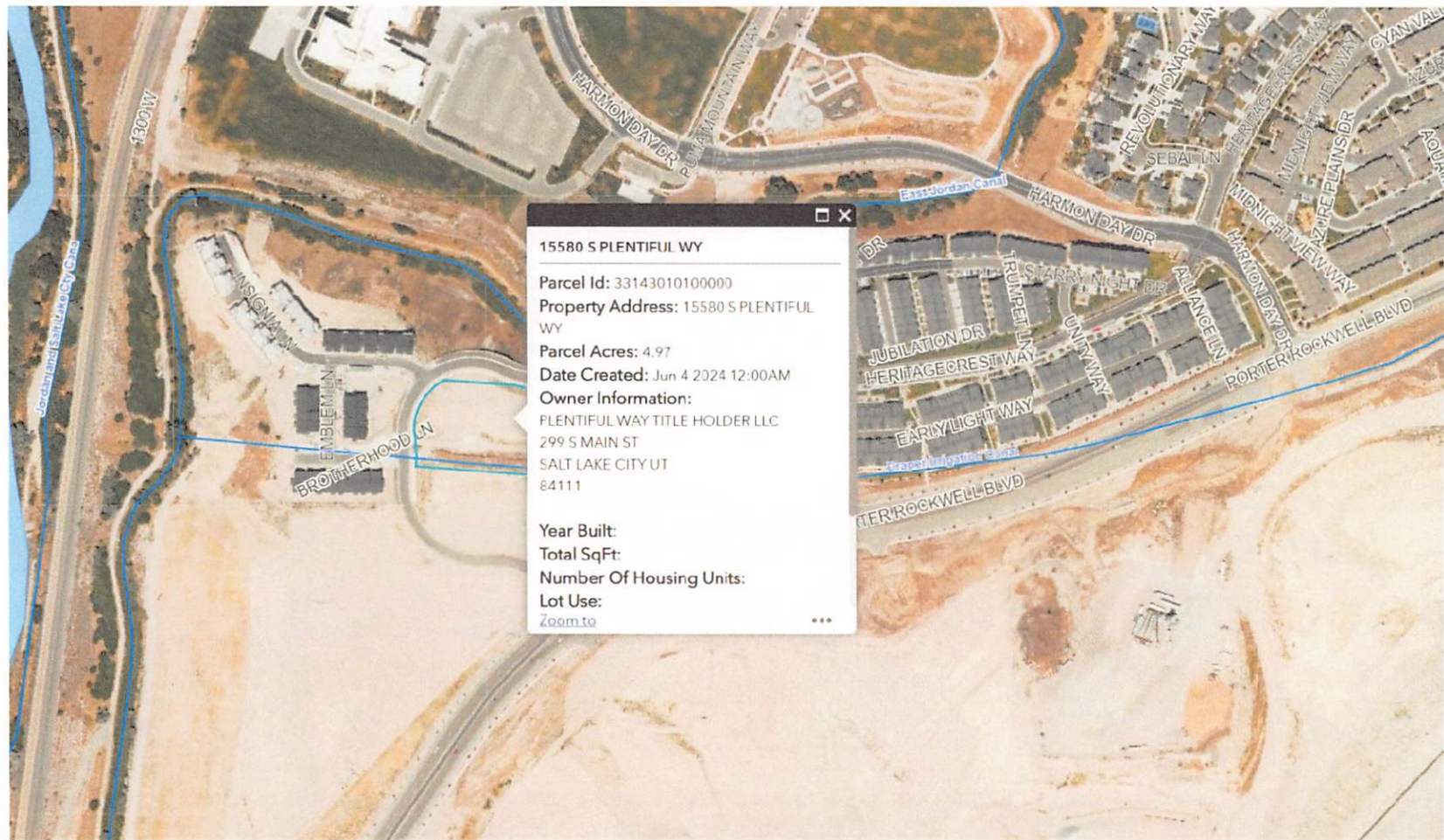


Exhibit B

To Participation Agreement

Project Representation

INDEPENDENCE APARTMENTS

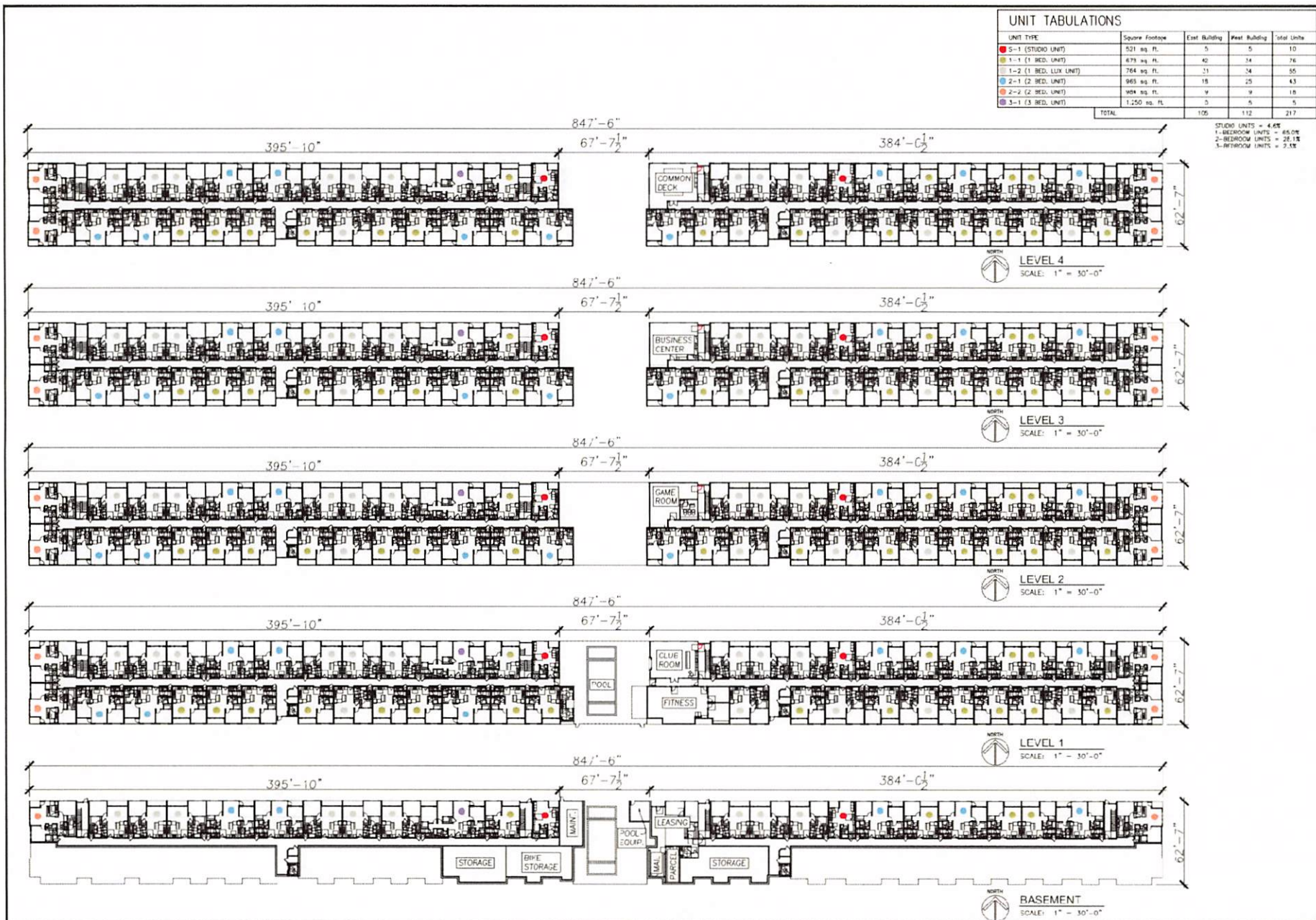


Tuttle and Associates, Inc.
ARCHITECTS
2015 2014 2013
BLUFFVIEW, UT 84005
801.734.1234

INDEPENDENCE APARTMENTS
15580 S. Penitenti Way
Bluffview, UT

COVER SHEET

Drawn by: JES
Date: 10/20/2018
Scale: 1/8" = 1'-0"
Sheet: T-001.1



Tuttle and Associates, Inc.

ARCHITECTS
 15500 S. Ponderosa Way
 Suite 100
 Boise, Idaho 83735

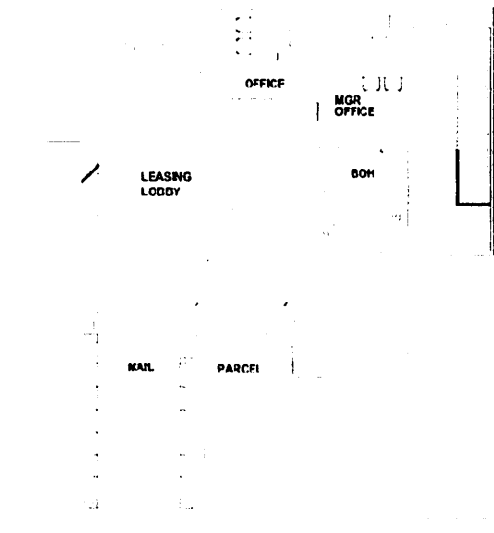
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 Suite 100
 Boise, Idaho 83735

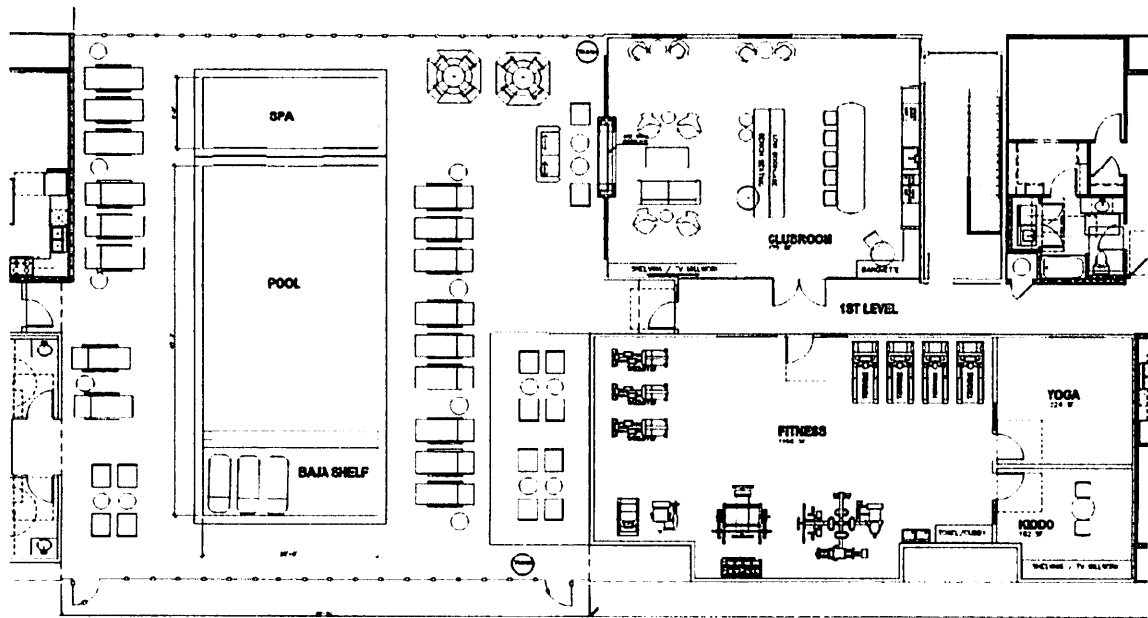
OVERALL BUILDING PLANS

June 10, 2025
 Project:
 Drawn by:
 Checked by:
 A-101.0

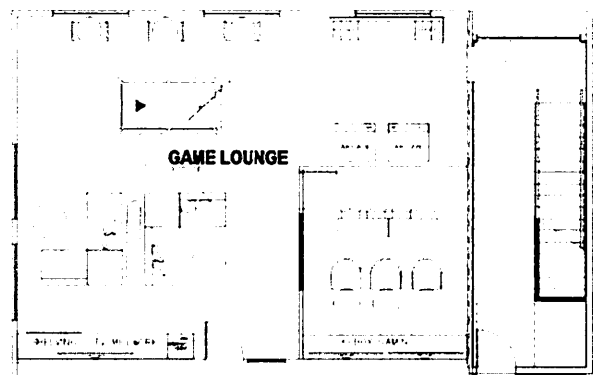
APARTMENT AMENITIES



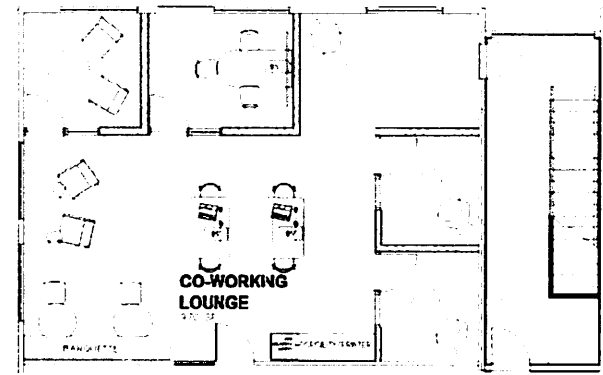
LEVEL BASEMENT



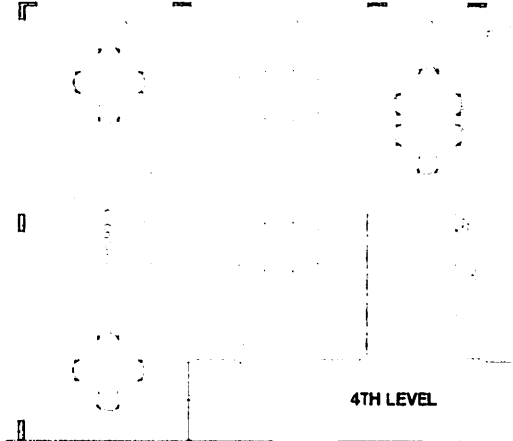
LEVEL 1



LEVEL 2



LEVEL 3



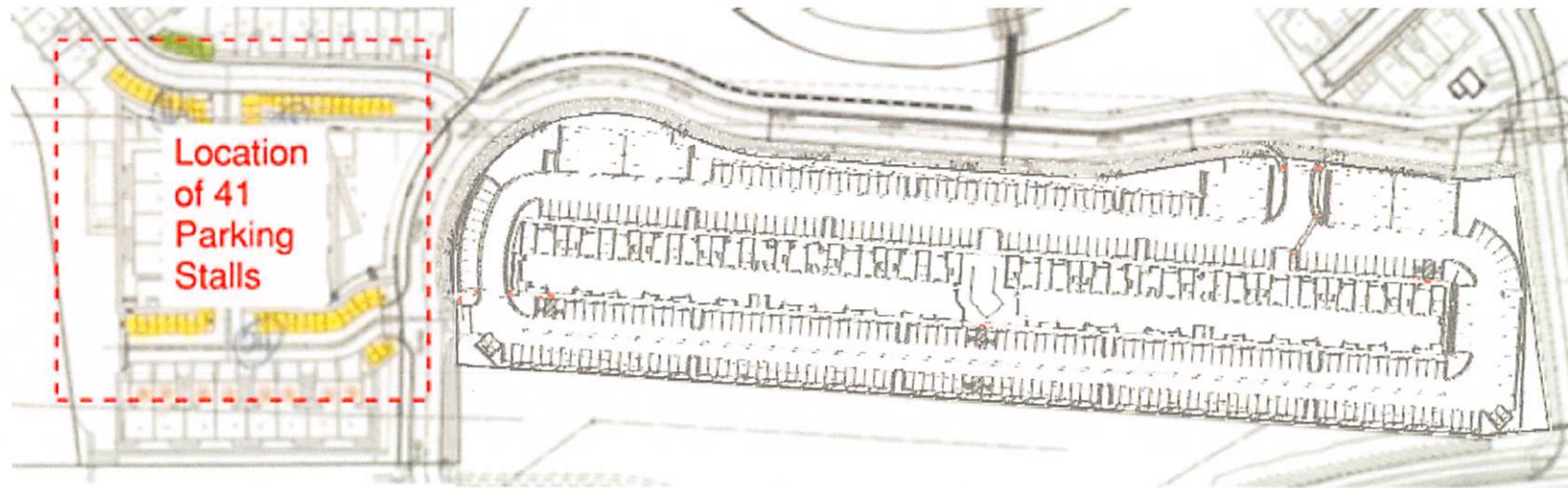
LEVEL 4

REDUCED UNIT COUNT

	Proposed		Approved		Delta
	Unit Mix		Unit Mix		
Studios	4.6%	10	9.2%	20	-10
1 bed	35.0%	76	24.8%	54	22
1 bed Lux	30.0%	65	28.4%	62	3
2 bed	19.8%	43	17.4%	38	5
2 bed Lux	8.3%	18	20.2%	44	-26
3 bed	2.3%	5	0.0%	0	5
		217		218	-1

	Proposed		Approved		Delta
	Bed Count		Bed Count		
	10		20		-10
	76		54		22
	65		62		3
	86		76		10
	36		88		-52
	15		0		15
	288		300		-12

- Site Plan Approved in March 2023
- 436 Total Parking Stalls
- 41 Stalls off-site at Banner Hill West





A-101.1

OVERALL BUILDING PLANS
EAST BUILDING

INDEPENDENCE APARTMENTS

15580 S. Penitentiary Way
Bluffdale, UT

Tuttle and Associates, Inc.

ARCHITECTS
15580 S. Penitentiary Way
Bluffdale, UT 84004

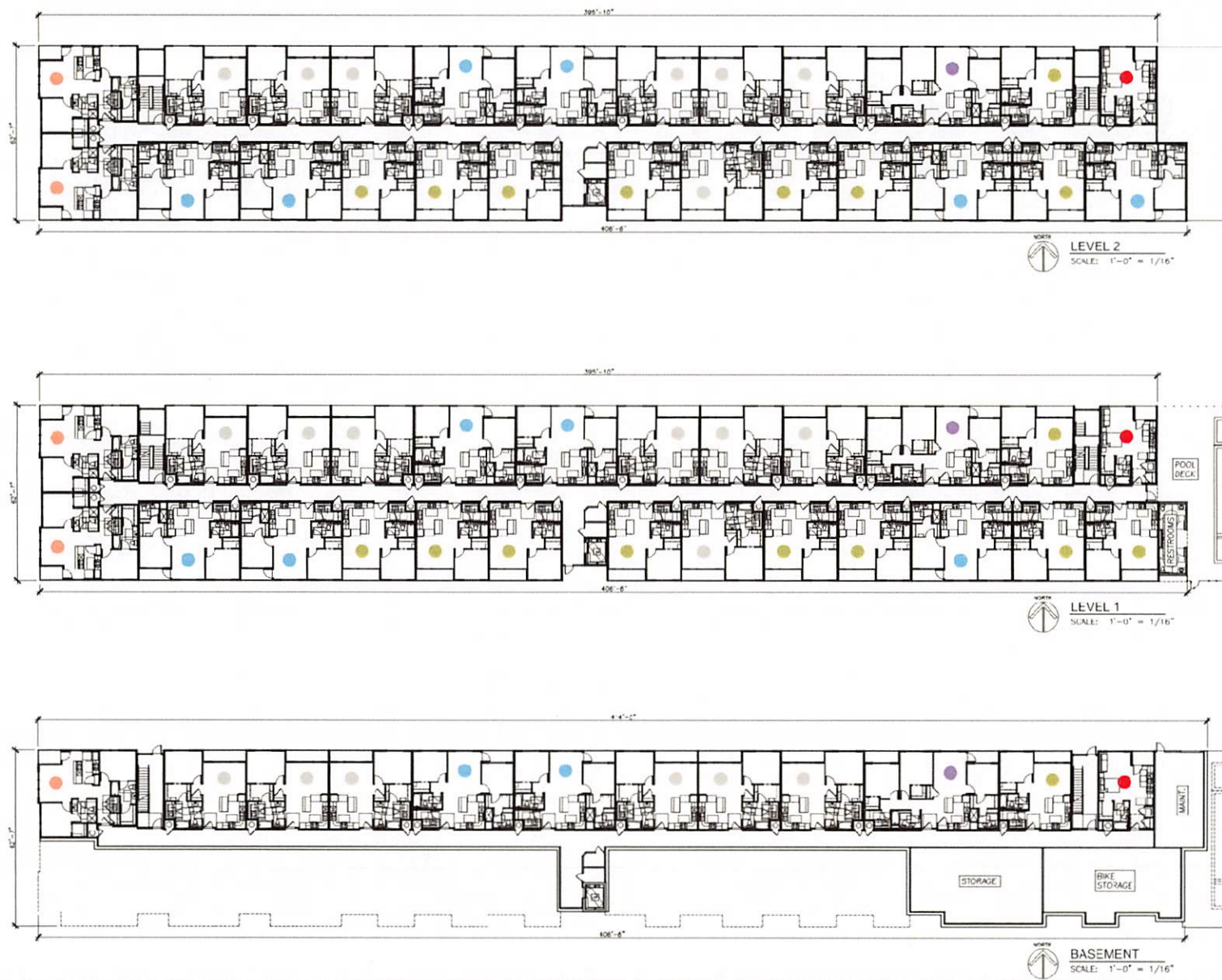


DATE	June 10, 2006
BY	
CHKD	
APPD	
NO.	
PROJECT	
FILE	
A-101.2	

OVERALL BUILDING PLANS
EAST BUILDING

INDEPENDENCE APARTMENTS
15580 S. Penitentiary Way
Bluffdale, UT

Tuttle and Associates, inc.
ARCHITECTS
275 SOUTH 1000 EAST
SALT LAKE CITY, UT 84143
TEL: 325-1000



Tuttle and Associates, Inc.
ARCHITECTS
15500 S. Portland Way
Boulder, CO 80501
(303) 440-1100
www.tuttleandassociates.com

INDEPENDENCE APARTMENTS
15500 S. Portland Way
Boulder, CO 80501

OVERALL BUILDING PLANS
WEST BUILDING

June 10, 2025
REVISIONS
DATE
BY
REASON
A-101.3



A-101.2

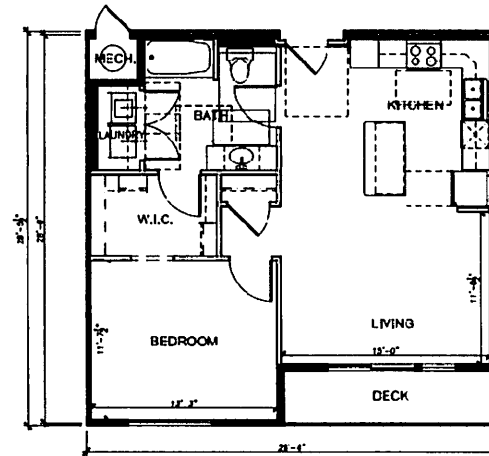
OVERALL BUILDING PLANS
WEST BUILDING

INDEPENDENCE APARTMENTS

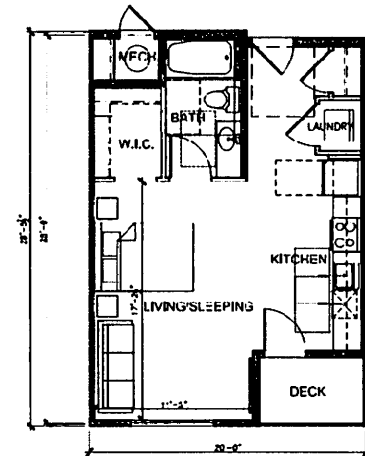
15580 S. Pantnui Way
Bluffton, UT

Tuttle and Associates, Inc.

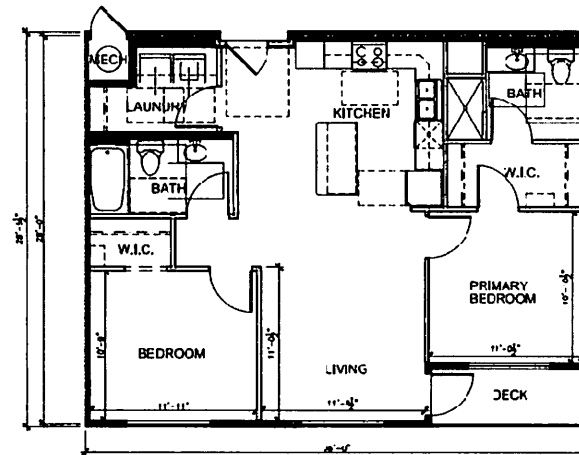
ARCHITECTS
4575 N. 1000 S. 1000 E.
PO BOX 1000
BLUFFTON, UT 84304



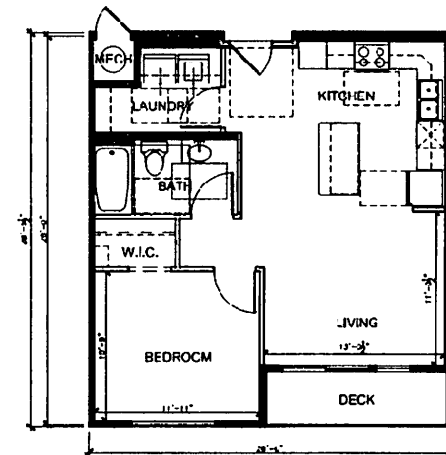
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STUDIO UNIT
521 SQ. FT.



2-BEDROOM UNIT
966 SQ. FT.



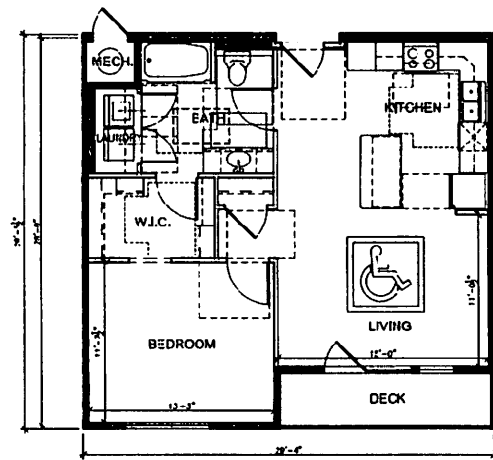
1-BEDROOM UNIT
678 SQ. FT.

INDEPENDENCE APARTMENTS
ARCHITECTS
15500 S. Poplar Way
Salt Lake City, UT 84119

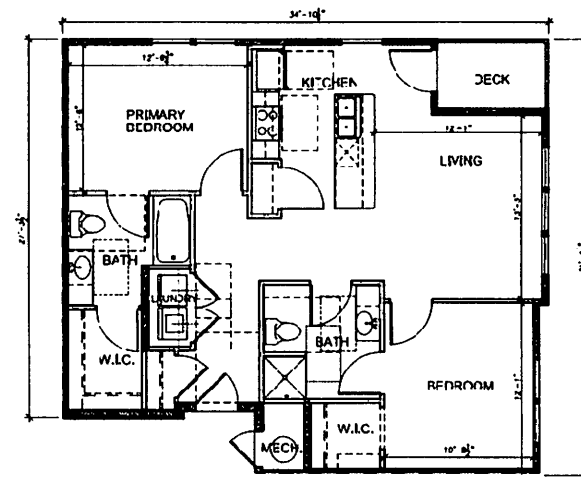
INDEPENDENCE APARTMENTS
15500 S. Poplar Way
Salt Lake City, UT 84119

UNIT PLANS

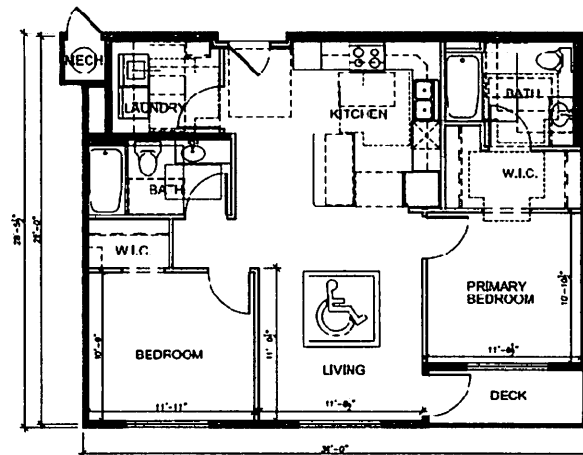
June 10, 2025
Sheet
A-102.1



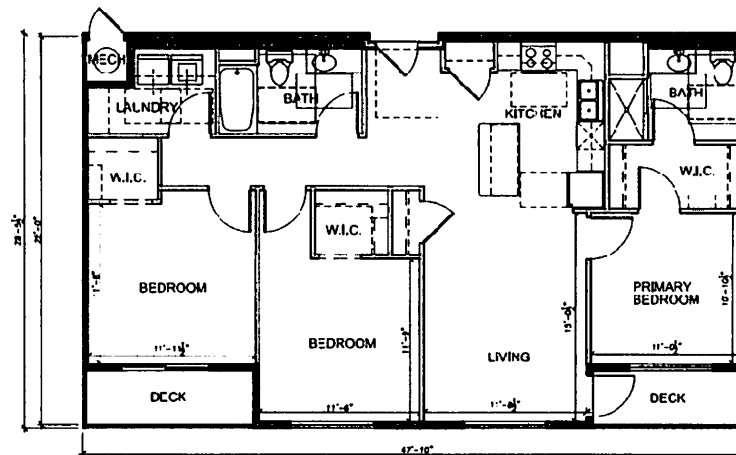
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704 SQ. FT.



2-BEDROOM CORNER UNIT
904 SQ. FT.



2-BEDROOM TYPE A
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3-BEDROOM UNIT
1,750 SQ. FT.

INDEPENDENCE APARTMENTS
15580 S. PANTAU WAY
DURHAM, UT

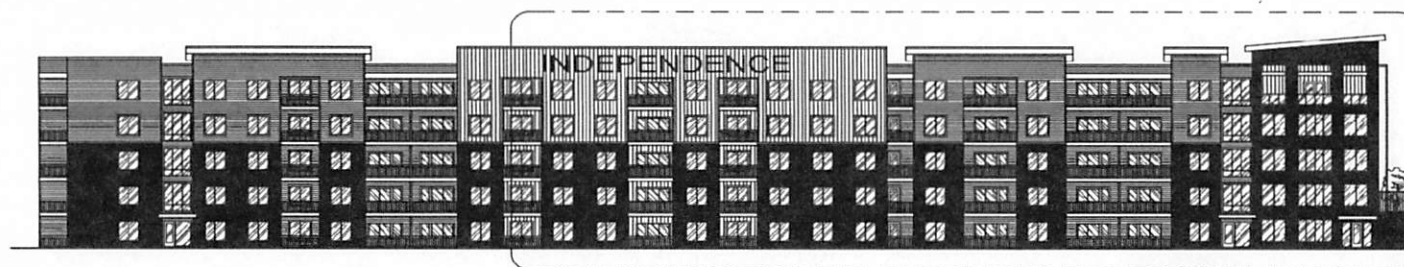
INDEPENDENCE APARTMENTS

UNIT PLANS
June 10, 2025

A-102.2



WEST BUILDING
 NORTH ELEVATION
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EAST BUILDING
 NORTH ELEVATION
 SCALE: 1/16" = 1'-0"



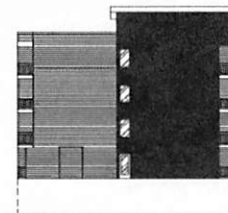
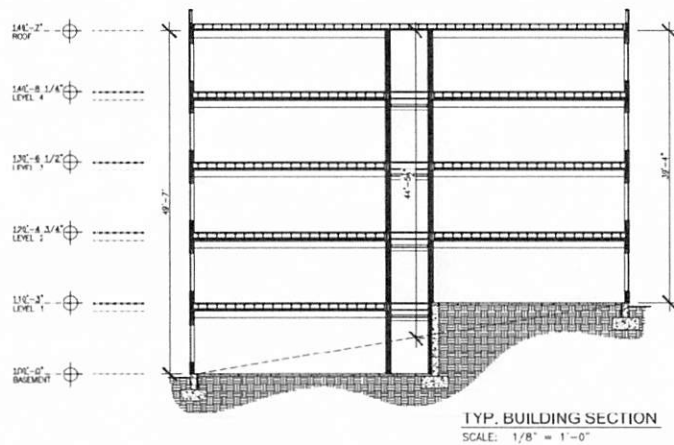
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 NORTH ELEVATION
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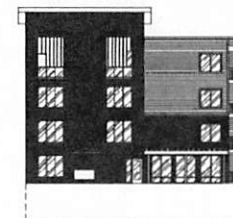
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SOUTH ELEVATION
SCALE: 1/16" = 1'-0"



WEST BUILDING
SOUTH ELEVATION
SCALE: 1/16" = 1'-0"



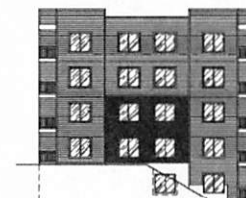
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SCALE: 1/16" = 1'-0"



EAST BUILDING
WEST ELEVATION
SCALE: 1/16" = 1'-0"



WEST BUILDING
WEST ELEVATION
SCALE: 1/16" = 1'-0"



EAST BUILDING
EAST ELEVATION
SCALE: 1/16" = 1'-0"

Tuttle and Associates, Inc.
ARCHITECTS
100 SUN STREET
PO BOX 100
BURLINGTON, VT 05401

INDEPENDENCE APARTMENTS
15500 S. PINEBLVD Way
Burlington, VT

EXTERIOR ELEVATIONS &
SECTION

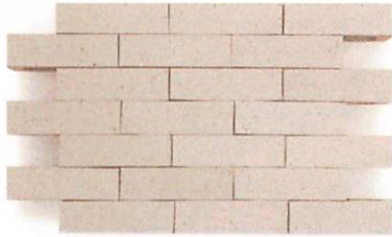
June 10, 2025
BY:
DATE:
SCALE:
A-201.2







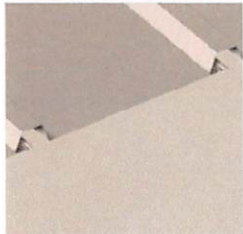




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INTERSTATE BRICK
COLOR: PEWTER



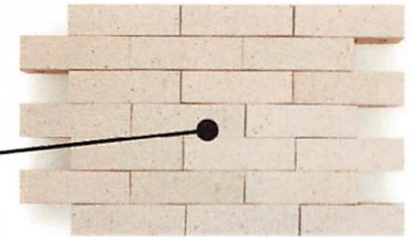
BRICK VENEER
INTERSTATE BRICK
COLOR: TUMBLEWEED



METAL PANEL
ATAS INTERNATIONAL
MPW MULTI-PURPOSE PANEL
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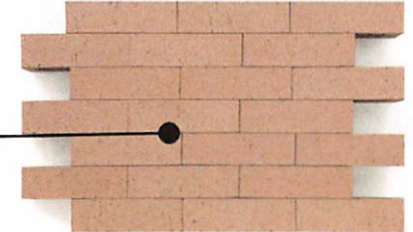


HARDIE PLANK LAP SIDING
JAMES HARDIE
SELECT CEDARMILL
COLOR: PEARL GRAY



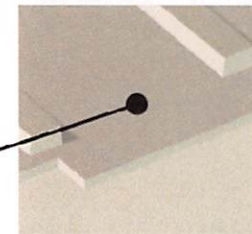
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INTERSTATE BRICK
COLOR: ASH

OR
BRICK VENEER
StoCast Brick
COLOR: Milwaukee S9.5974

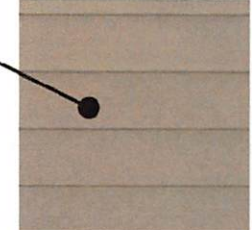


BRICK VENEER
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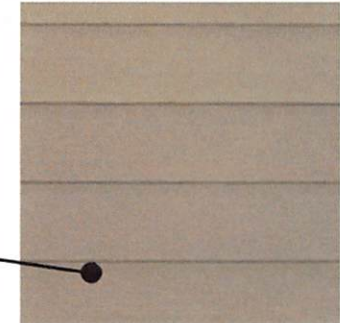
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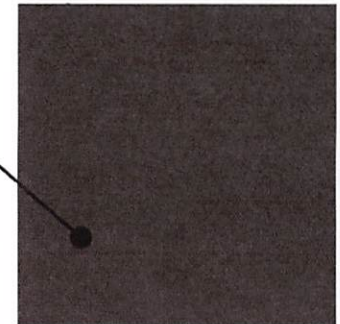
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JAMES HARDIE
SF ECT CEDARMILL
COLOR: SANDSTONE



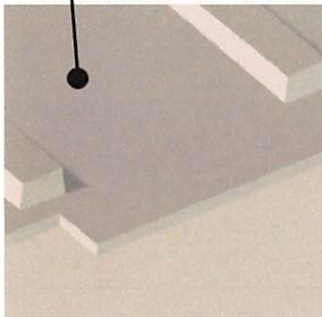
HARDIE PLANK LAP SIDING
JAMES HARDIE
SELECT CEDARMILL
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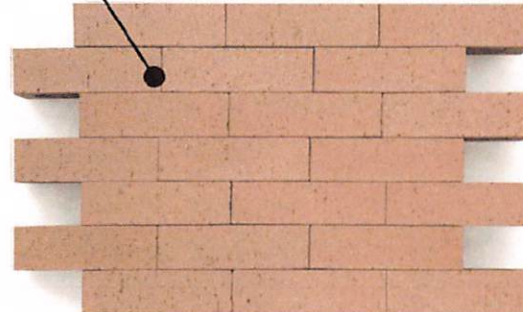
HARDIE PLANK LAP SIDING
JAMES HARDIE
SELECT CEDARMILL
COLOR: MOUNTAIN SAGE



ALUM. FASCIA & TRIM



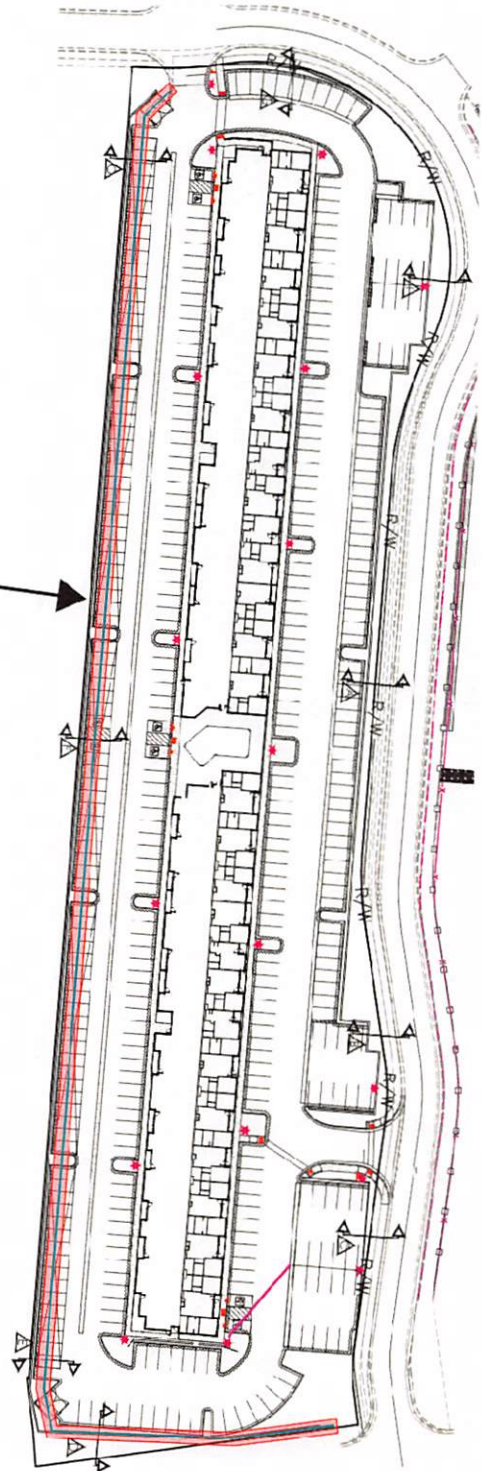
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JAMES HARDIE
SELECT CEDARMILL
COLOR: SANDSTONE



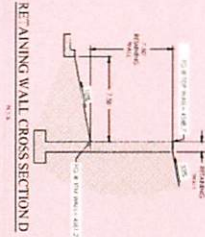
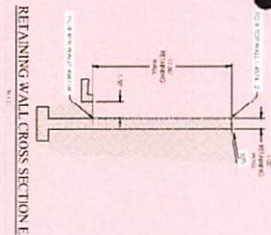
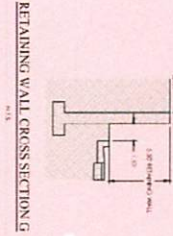
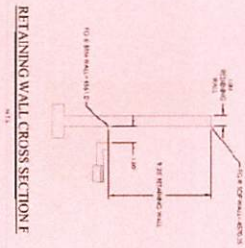
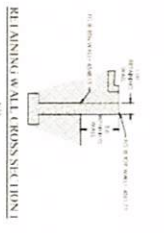
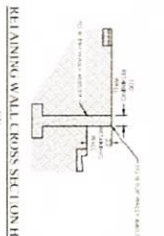
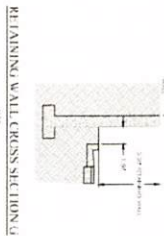
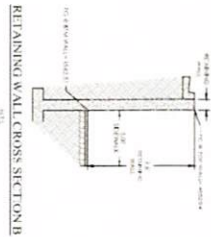
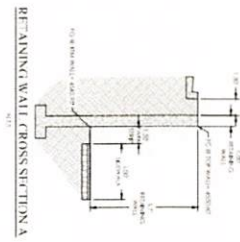
BRICK VENEER
INTERSTATE BRICK
COLOR: SMOKEY MOUNTAIN



BRICK VENEER
INTERSTATE BRICK
COLOR: ASH



NOTES:
1. SEE EXHIBIT A FOR RETAINING WALL SECTION DETAILS.
2. SEE EXHIBIT B FOR RETAINING WALL SECTION DETAILS.
3. SEE EXHIBIT C FOR RETAINING WALL SECTION DETAILS.

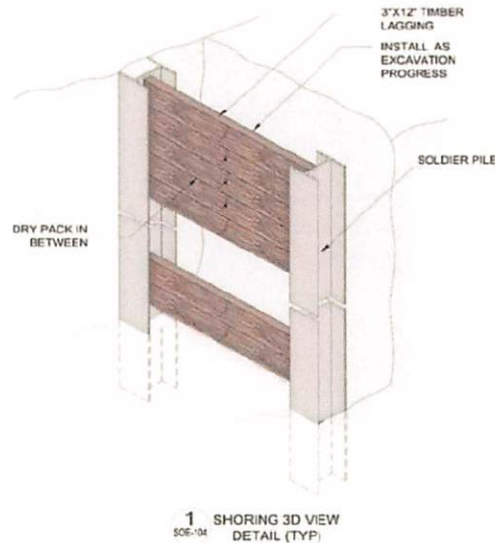
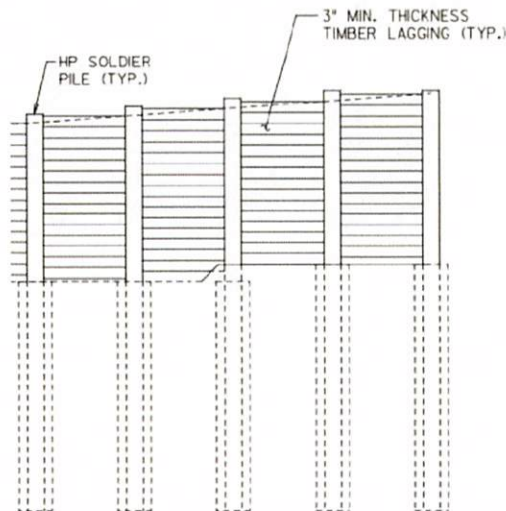


RETAINING WALL SECTION	
SECTION	SECTION
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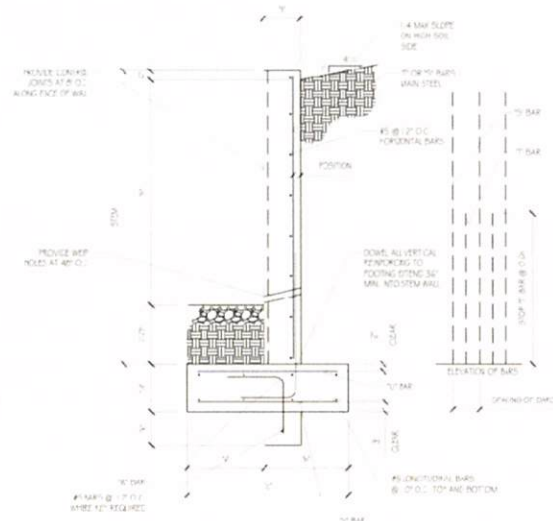
INDEPENDENCE APARTMENTS BLUFFDALE RETAINING WALL EXHIBIT



Soldier Pile / H Pile Retaining Wall



Concrete Retaining Wall



RETAINED HEIGHT 'H'	DIMENSIONS							WALL REINFORCING			FOOTING REINFORCING		
	STEM HEIGHT	a	b	c	d	e	f	S	T	POSITION	U	V	W
4'-0"	6'-6"	1'-0"	1'-2"	2'-8"	12"	-	8"	#4 @ 12"	-	CENTER	-	#5 @ 12"	-
7'-0"	9'-6"	2'-6"	1'-10"	4'-4"	14"	10"	8"	#4 @ 10"	#5 @ 10"	EDGE	#5 @ 12"	#5 @ 12"	#5 @ 10"
7'-9"	17'-2"	2'-0"	2'-0"	1'-0"	11"	12"	8"	#4 @ 8"	#5 @ 8"	EDGE	#5 @ 10"	#5 @ 10"	#5 @ 10"
0'-0"	12'-6"	3'-11"	2'-0"	5'-11"	16"	22"	10"	#5 @ 12"	#5 @ 6"	EDGE	#5 @ 10"	#5 @ 10"	#5 @ 10"

NOTES:

1. ALLOWABLE SOIL BEARING PRESSURE = 1500 PSF. ACTIVE SOIL PRESSURE = 45 PSF/FT.
2. MINIMUM CONCRETE COMPRESSIVE STRENGTH: $f_c = 3000$ PSF.
3. ALL REINFORCING STEEL SHALL BE GRADE 60 AND TIED IN PLACE PRIOR TO PLACING CONCRETE.
4. OVER TOP CONCRETE REINFORCING BARS WITH 17 BAR REINFORCING IS NOT REQUIRED.
5. ALL CONCRETE WORK MUST MEET THE REQUIREMENTS OF THE 2015 IBC, AG 3, 8 AND LOCAL ORDINANCES.
6. ALL BARS MUST BE 3" CLEAR FROM GRADE EXCEPT AS SPECIFIED IN NOTE 7.
7. STEM REBAR WITH AN "EDGE" POSITION SHALL BE PLACED 2-1/2" FROM FACE OF CONCRETE ON THE RETAINED SOIL SIDE OF THE WALL.
8. IF DIMENSION OR BAR SPACING IS NOT SPECIFIED IN THE SCHEDULE THEN THAT SPECIFIC BAR OR ITEM IS NOT REQUIRED IN CONSTRUCTION.



2 TYPICAL CONCRETE RETAINING WALL
SD.1 BLUFFDALE INDEPENDENCE APARTMENTS

Exhibit C

To Participation Agreement

Rent Calculations

Independence Point Apartments - Bluffdale

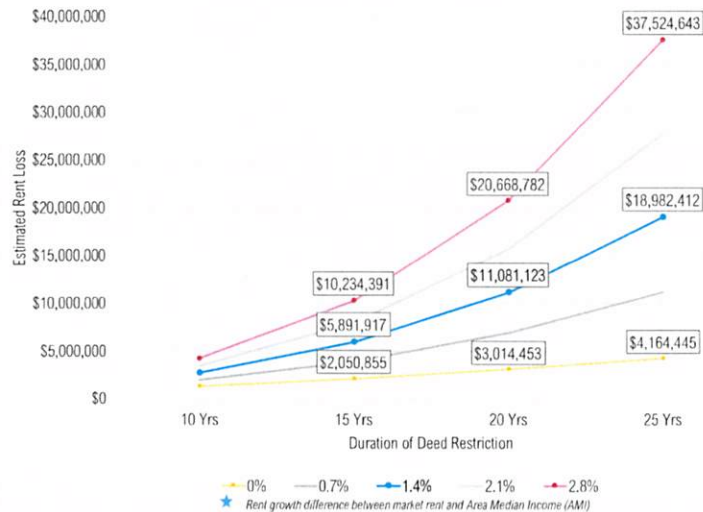
Unit Type	Units	80% AMI	Difference	UA	60% AMI	65% AMI	70% AMI	75% AMI	80% AMI	85% AMI "MARKET"	90% AMI	95% AMI	100% AMI
Studio	10	1,718	107	54	1,288	1,395	1,503	1,610	1,718	1,825	1,932	2,040	2,147
1 Bed	76	1,841	115	62	1,380	1,495	1,610	1,725	1,841	1,956	2,071	2,186	2,301
1 Bed Lux	65	1,841	115	62	1,380	1,495	1,610	1,725	1,841	1,956	2,071	2,186	2,301
2 Bed	61	2,210	138	84	1,657	1,795	1,933	2,071	2,210	2,348	2,486	2,624	2,762
3 Bed	5	2,553	159	103	1,914	2,074	2,233	2,393	2,553	2,712	2,872	3,031	3,191
	217	\$1,955	\$122	\$69	\$1,466	\$1,588	\$1,710	\$1,832	\$1,955	\$2,078	\$2,200	\$2,322	\$2,444

Rents (Per Unit)	CAGR	Rent Level	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	
Market	5.0%	85% AMI	\$2,078	\$2,181	\$2,291	\$2,405	\$2,525	\$2,652	\$2,784	\$2,923	\$3,070	\$3,223	\$3,384	\$3,553	\$3,731	\$3,918	\$4,113	\$4,319	\$4,535	\$4,762	\$5,000	
Target Deed Restriction	3.6%	80% AMI	\$1,955	\$2,026	\$2,099	\$2,174	\$2,253	\$2,334	\$2,418	\$2,505	\$2,595	\$2,688	\$2,785	\$2,885	\$2,989	\$3,097	\$3,208	\$3,324	\$3,444	\$3,568	\$3,696	
		Delta	\$122	\$156	\$192	\$231	\$273	\$318	\$366	\$419	\$475	\$535	\$599	\$668	\$742	\$821	\$905	\$995	\$1,092	\$1,194	\$1,304	
Gross Rent Loss			\$11,081,123	\$105,504	\$134,432	\$165,658	\$199,328	\$235,596	\$274,623	\$316,583	\$361,657	\$410,038	\$461,928	\$517,543	\$577,109	\$640,867	\$709,068	\$781,982	\$859,890	\$943,090	\$1,031,898	\$1,126,645

Rent Growth Difference	1.4% ★
Percentage of Units Deed Restricted	33.0%
Resulting Units	72
Period	Year 20
Discount Rate	8%
NPV of Estimated Rent Loss	\$4,086,840
*Developer Incentive	\$1,500,000
Total	\$5,586,840

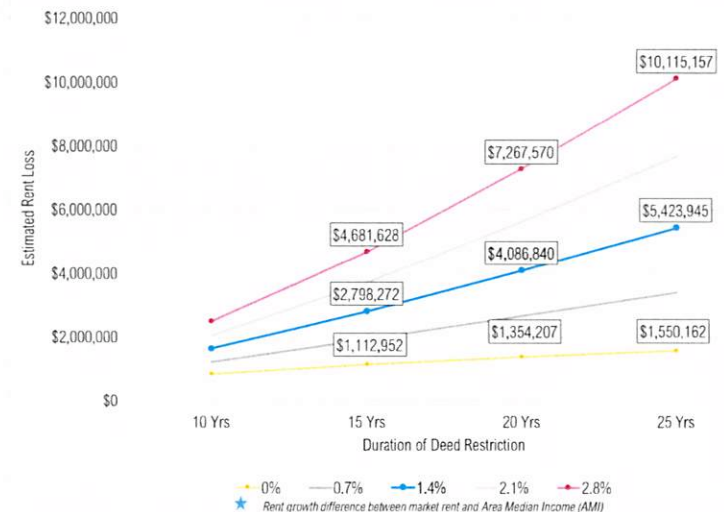
*Requeste inducement to developing in 2025.

Gross Value of Estimated Rent Loss
Based on Duration of Deed Restriction and Rent Growth Differential



Assumes 33% of units deed restricted at 80% AMI and NPV calculation based on 8% Discount Rate

Net Present Value of Estimated Rent Loss
Based on Duration of Deed Restriction and Rent Growth Differential



Assumes 33% of units deed restricted at 80% AMI and NPV calculation based on 8% Discount Rate

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Year 20	Year 21	Year 22	Year 23	Year 24	Year 25	Year 26	Year 27	Year 28	Year 29	Year 30	Year 31	Year 32	Year 33	Year 34	Year 35
\$5,250	\$5,512	\$5,788	\$6,077	\$6,381	\$6,700	\$7,035	\$7,387	\$7,757	\$8,144	\$8,552	\$8,979	\$9,428	\$9,900	\$10,395	\$10,914
\$3,829	\$3,967	\$4,110	\$4,258	\$4,411	\$4,570	\$4,734	\$4,905	\$5,081	\$5,264	\$5,454	\$5,650	\$5,853	\$6,064	\$6,282	\$6,509
\$1,421	\$1,546	\$1,678	\$1,820	\$1,970	\$2,131	\$2,301	\$2,483	\$2,675	\$2,880	\$3,098	\$3,329	\$3,575	\$3,835	\$4,112	\$4,406
\$1,227,684	\$1,335,383	\$1,450,135	\$1,572,353	\$1,702,470	\$1,840,948	\$1,988,270	\$2,144,948	\$2,311,521	\$2,488,559	\$2,676,661	\$2,876,461	\$3,088,626	\$3,313,859	\$3,552,902	\$3,806,539

Exhibit D

To Participation Agreement

Form of Deed Restriction

When Recorded Mail To:
Bluffdale City Redevelopment Agency
c/o Bluffdale City Manager
2222 West 14400 South
Bluffdale, UT 84065-5248

14467229 B: 11619 P: 1722 Total Pages: 7
11/24/2025 10:38 AM By: mpalmer Fees: \$0.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: BLUFFDALE CITY MANAGER
2222 WEST 14400 SOUTH BLUFFDALE, UT 840655248



(Parcel Nos. 33143010100000 & 33143010080000)

RENTAL SUPPORT DEED RESTRICTION

This RENTAL SUPPORT DEED RESTRICTION (“**Restriction**”) dated as of the 12th day of November, 2025 (the “**Effective Date**”), and is made by and between the **BLUFFDALE CITY REDEVELOPMENT AGENCY**, a Utah municipal corporation (the “**Agency**”), and **PLENTIFUL WAY TITLE HOLDER, LLC**, a Utah limited liability company (the “**Developer**”).

RECITALS

A. The Agency possesses certain Redevelopment Agency Housing Allocation funds (“**Housing Funds**”) that may be used to promote income targeted housing opportunities within the Agency’s boundaries as set forth in Utah Code Ann. Section 17C-1-412.

B. Developer is the record owner of 5.1 acres within Independence at the Point, a master planned development located at 15300 South (the “**Property**”) in Bluffdale City, more particularly described in attached **Exhibit A**;

C. Developer intends to construct 217 multi-family units, with amenities, including, but not limited to, a swimming pool, fitness center, game room, and clubhouse (the “**Project**”). Attached hereto as **Exhibit B** is a proposed site plan for the Project (the “**Site Plan**”) that identifies the proposed locations of the buildings and improvements.

D. Developer and the Agency share a goal of creating moderate-income housing opportunities within Bluffdale City.

E. Developer and the Agency entered into that certain Participation Agreement as of November 12, 2025, (the “**Participation Agreement**”), wherein the Agency authorized the use of Housing Funds to assist Developer in creating moderate-income housing within the Project. As a condition for approval of the Participation Agreement, the Developer and Agency agreed to impose this Restriction and record it against the Property.

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements set forth in this Restriction, based upon the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Deed Restrictions:** Developer and Agency agree that the Property shall be subject to the following restrictions:
 - a. A minimum of 72 of the Project units shall be occupied by residents with an annual household income of less than 80% of the Salt Lake County household median income as set forth in Utah Code Ann. Section 17C-1-102(32) (the "Targeted Housing Units").
 - b. Rent prices for the Targeted Housing Units may not violate the standards and conditions set forth in the Participation Agreement.
 - c. This Restriction is subject to the terms and conditions of the Participation Agreement which may be obtained by Developer and its heirs and assigns from the Agency.
 - d. This Restriction shall be recorded on and against the Property with the Salt Lake County Recorder's Office.
2. **Housing Funds Disbursement; Expiration:** In exchange for the Deed Restrictions referenced in Section 1 of this Restriction, the Agency shall disburse Housing Funds to Developer in accordance with, and subject to, the terms and conditions of the Participation Agreement. This Restriction shall expire in accordance with the terms of the Participation Agreement.
3. **Runs-With-The-Land:** This Restriction shall constitute covenants running with the Property, as defined in the Recitals above and the Exhibits attached, and shall act as a perpetual burden thereon, binding every person having a fee, leasehold, or other interest in any portion of the Property at any time or from time to time, and shall inure for the benefit of Agency. This Restriction is enforceable by both Parties through any appropriate legal action, or other remedies specified in Utah law, including but not limited to, specific performance, injunction, reversion, and payment of attorney's fees and costs.
4. **Incorporation of Recitals and Exhibits:** The Recitals and all Exhibits set forth herein are deemed incorporated into this Restriction, and the Parties represent that they are true and correct.
5. **Captions:** The captions of any articles, paragraphs, or sections hereof are made for convenience only and shall not control or affect the meaning or construction of any other provisions hereof.
6. **Applicable Law and Severability:** This Restriction shall be construed in accordance with the laws of the State of Utah. If any provision of this Restriction is in conflict with any statute or rule of law of Utah, or is otherwise unenforceable, the provision shall be

deemed null and void only to the extent of such conflict or unenforceability and shall be deemed separate from and shall not invalidate any other provision of this Restriction.

7. **Amendments:** This Restriction may not be amended or modified except in writing executed by all the Parties, including any successor in title to the Property.
8. **Authority:** All Parties warrant that they are authorized to sign on behalf of and legally bind the entities for which they sign.
9. **Costs and Attorney's Fees:** If any Party defaults in the performance of any covenant or condition contained herein, the defaulting Party agrees to pay the costs and expenses, including reasonable attorney's fees, that the non-defaulting Party incurs in enforcing this Restriction through litigation or otherwise.

[Signature Pages Follow]

AGENCY:

ATTEST:

Traci Crockett

Tamra L. Timothy

~~DEVELOPER~~

~~PLENTIFUL WAY TITLE HOLDER, LLC
Utah limited liability company~~



~~By:~~

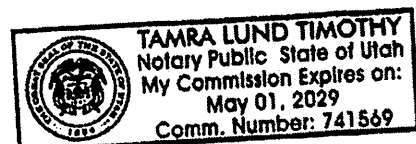
~~Its:~~

AGENCY ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF Salt Lake

On the 24th day of November, 2025, personally appeared before me Traci Crockett, who being by me duly sworn, did say that he/she is the RDA Chair of Bluffdale City Redevelopment Agency, a municipal corporation, and that said instrument was signed on behalf of the Agency by authority of its governing body and said he/she acknowledged to me that the Agency executed the same.

Tamra L. Timothy
NOTARY PUBLIC

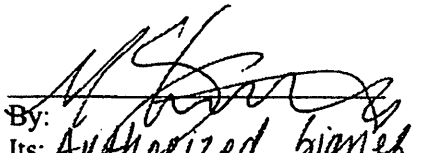


AGENCY:

ATTEST:

DEVELOPER

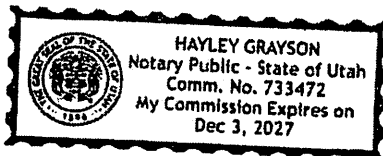
PLENTIFUL WAY TITLE HOLDER, LLC
Utah limited liability company

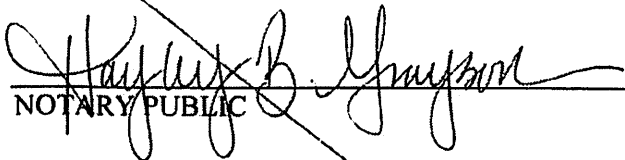
By: 
Its: Authorized signer

AGENCY ACKNOWLEDGMENT

STATE OF UTAH)
COUNTY OF Salt Lake : ss.

On the 20 day of November, 2025, personally appeared before me Marc Stanworth who being by me duly sworn, did say that he/she is the Auth. signer of Bluffdale City Redevelopment Agency, a municipal corporation, and that said instrument was signed on behalf of the Agency by authority of its governing body and said he/she acknowledged to me that the Agency executed the same.

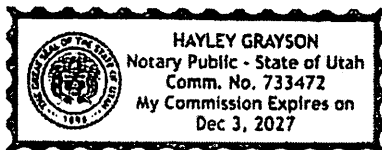



NOTARY PUBLIC

DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF Salt Lake

On the 20 day of November, 2025, personally appeared before me Mace Stanworth, who
being by me duly sworn, did say that he/she is the ~~Auth. signed~~ **PLENTIFUL WAY TITLE**
HOLDER, LLC, Utah limited liability company, who duly acknowledged to me that he/she
executed the foregoing instrument.



Hayley B. Grayson
NOTARY PUBLIC

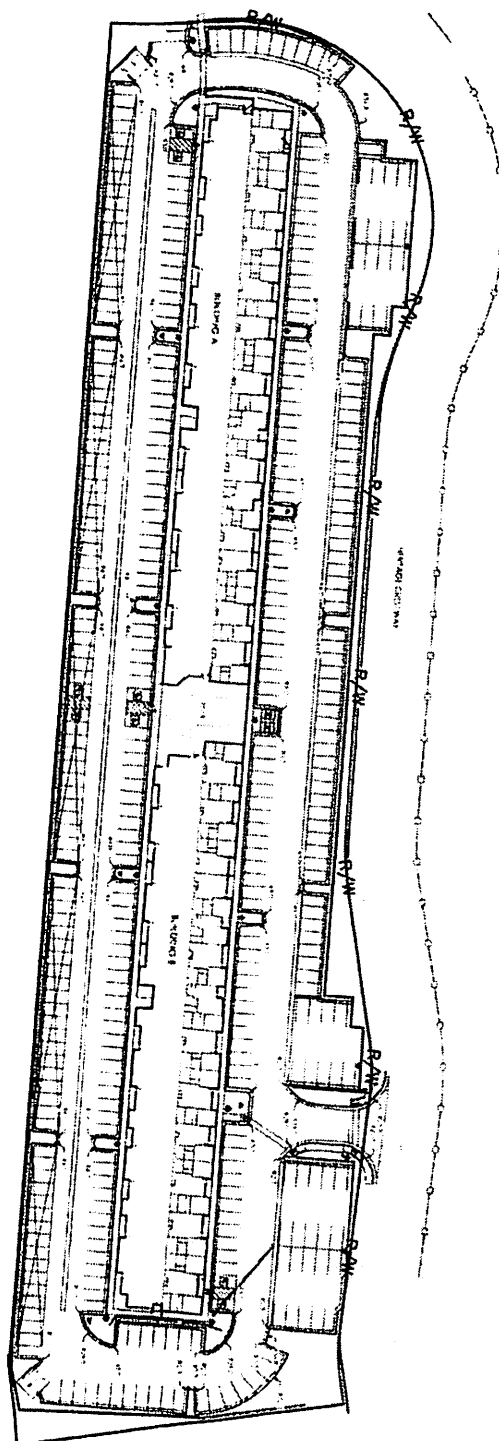
EXHIBIT A
Legal Description of the Property

A parcel of land located in the Southwest Quarter of Section 14 and the Southeast Quarter of Section 15, Township 4 South, Range 1 West, Salt Lake Base and Meridian and is described as follows:

Beginning that the southwesterly corner of Heritage 76, Plat "B" Subdivision recorded June 12, 2020 as Entry No. 13297076 in Book 2020 of Plats, at Page 150 in the Office of the Salt Lake County Recorder, which is 1545.48 feet S. 89°32'53" W. along the Section Line and 3993.27 feet South from the North Quarter Corner of said Section 14; thence S. 82°00'59" W. 56.39 feet; thence N. 85°59'01" W. 945.64 feet; thence N. 88°31'45" W. 4.15 feet; thence N. 01°28'15" E. 22.90 feet to a point of tangency with a 225.00 – foot radius curve to the left, concave westerly (Radius point bears N. 88°31'46" W.); thence Northerly 42.58 feet along the arc of said curve, through a central angle of 10°50'38" (Chord bears N. 03°57'05" W. 42.52 feet) to a point of reverse curvature with a 141.50 – foot radius curve to the right, concave southeasterly (Radius point bears N. 80°37'41" E.); thence Northeasterly 310.68 feet along the arc of said curve, through a central angle of 125°47'59" (Chord bears N. 53°31'41" E. 251.93 feet) to a point of reverse curvature with a 225.00 – foot radius curve to the left, concave northerly (Radius point bears N. 26°25'47" E.); thence Easterly 88.01 feet along the arc of said curve, through a central angle of 22°24'42" (Chord bears S. 74°46'34" E. 87.45 feet); thence S. 85°58'55" E. 289.69 feet to a point of curvature with a 210.00 – foot radius curve to the left, concave northerly (Radius point bears N. 04°01'07" E.); thence Easterly 46.71 feet along the arc of said curve, through a central angle of 12°44'35" (Chord bears N. 87°38'49" E. 46.61 feet); thence N. 81°16'33" E. 89.97 feet to a point of tangency with a 160.50 – foot radius curve to the right, concave southerly (Radius points bears S. 08°43'24" E.); thence Easterly 44.97 feet along the arc of said curve, through a central angle of 16°03'09" (Chord bears N. 89°18'10" E. 44.82 feet); thence S. 82°40'14" E. 156.95 feet to a point of tangency with a 105.00 – foot radius curve to the left, concave northerly (Radius point bears N. 07°19'42" E.); thence Easterly 28.05 feet along the arc of said curve, through a central angle of 15°18'29" (Chord bears N. 89°40'28" E. 27.97 feet); thence N. 82°01'10" E. 34.72 feet to a westerly line of said Heritage 76, Plat "B" Subdivision; thence S. 07°43'17" E. 233.49 feet along said westerly line of Heritage 76, Plat "B" Subdivision to the **Point of Beginning**.

The above-described parcel of land contains 218,991 sq. ft or 5.027 acres, more or less.

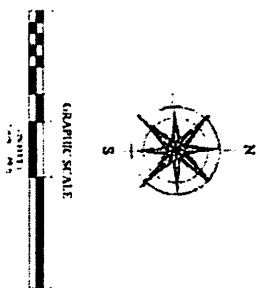
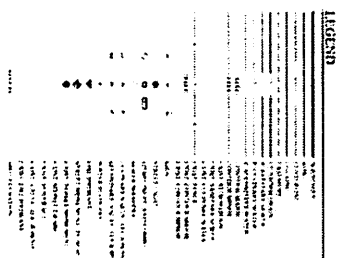
BASIS OF BEARING: S. 89°46'54" W. along the Section Line between the Northeast Corner and the North Quarter Corner of said Section 14, Township 4 South, Range 1 West, Salt Lake Base and Meridian.



ADAM CROSBY
ADAM CROSBY
ADAM CROSBY

[illegible]

Page 7 of 7



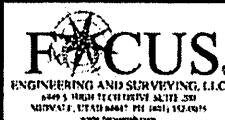
CO
CITY OF
CHICAGO

DATE		TIME		LOCATION		SPEED		ALTITUDE		WIND		TEMP		PRESS		HUMID		VISIB		CLOUDS		SEA		WAVE		SWELL		CURRENT		TIDE		MOON		STAR		PLANET		COMET		METEOR		AURORA		SUN		ECLIPSE		EARTHQUAKE		VOLCANIC		CLIMATE		WEATHER		STORM		TYPHOON		HURRICANE		TORNADO		FLOOD		DROUGHT		FIRE		PANDemic		WAR		PEACE		TRAVEL		SALES		MARKET		ECONOMY		POLITICS		LAW		MEDICINE		SCIENCE		TECHNOLOGY		ARTS		LITERATURE		MUSIC		DANCE		THEATRE		CINEMA		TELEVISION		RADIO		PRESS		JOURNALISM		EDUCATION		RESEARCH		DEVELOPMENT		INDUSTRY		AGRICULTURE		FISHERY		FORESTRY		MINING		ENERGY		TRANSPORT		INFRASTRUCTURE		ENVIRONMENT		NATURE		WILDLIFE		PLANTS		ANIMALS		HUMAN		SOCIAL		CULTURE		RELIGION		SPIRITUALITY		PHILOSOPHY		LIFE		DEATH		HEALTH		DISEASE		MEDICINE		NURSING		DENTISTRY		VETERINARY		ZOOLOGY		BOTANY		GEOLOGY		ASTRONOMY		COSMOLOGY		PHYSICS		CHEMISTRY		BIOLOGY		ENVIRONMENTAL		CLIMATE		WEATHER		STORM		TYPHOON		HURRICANE		TORNADO		FLOOD		DROUGHT		FIRE		PANDemic		WAR		PEACE		TRAVEL		SALES		MARKET		ECONOMY		POLITICS		LAW		MEDICINE		SCIENCE		TECHNOLOGY		ARTS		LITERATURE		MUSIC		DANCE		THEATRE		CINEMA		TELEVISION		RADIO		PRESS		JOURNALISM		EDUCATION		RESEARCH		DEVELOPMENT		INDUSTRY		AGRICULTURE		FISHERY		FORESTRY		MINING		ENERGY		TRANSPORT		INFRASTRUCTURE		ENVIRONMENT																																																																																																																																																																																																																																																																																													
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INDEPENDENCE APARTMENTS

BLUFFDALE

SITE PLAN



CONSENT & ASSIGNMENT OF PARTICIPATION AGREEMENT

This Consent & Assignment Participation Agreement (“**Consent to Assign**”) provides consent and assigns that certain Participation Agreement dated November 12, 2025, by and between Bluffdale City Redevelopment Agency, a Utah municipal corporation, and Plentiful Way Title Holder, LLC a Utah Limited Liability Company, (“**Participation Agreement**”) a copy of which is attached as **Exhibit A**. This Consent to Assign is executed by and among, the **BLUFFDALE CITY REDEVELOPMENT AGENCY**, (“**Agency**”) **PLENTIFUL WAY TITLE HOLDER, LLC** (“**Participant/Assignor**”), and **INDEPENDENCE APARTMENTS VENTURE, LLC**, a Delaware Limited Liability Company, (“**Assignee/Participant**”), each is referred to herein individually, a “**Party**”, and collectively, the “**Parties**”.

RECITALS

- A. Agency and Participant/Assignor entered into the Participation Agreement dated November 12, 2025, and attached as Exhibit A wherein Participant/Assignor was the Participant.
- B. Participant/Assignor desires to assign all of its rights and duties as the Participant under the Participation Agreement to Assignee/Participant and Assignee/Participant desires to accept assignment of the Participation Agreement and undertake all duties and obligations as the Participant under the Participation Agreement.
- C. The Agency is willing to consent to the assignment of the Participation Agreement by Participant/Assignor to Assignee Participant pursuant to Section 5 of the Participation Agreement and the terms and conditions of this Consent to Assign.
- D. The Participant/Assignor and Assignee Participant are willing to be bound to the terms of Section 5 of the Participation Agreement and the terms and conditions of this Consent to Assign

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as set forth below:

- 1. **RECITALS AND EXHIBITS INCORPORATED.** The above Recitals and the attached Exhibits are hereby incorporated into this Consent to Assignment in full and form an integral part hereof.
- 2. **DEFINITIONS.** Except as otherwise set forth in this Consent to Assign, all capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Participation Agreement.
- 3. **ASSIGNMENT OF PARTICIPATION AGREEMENT.** Participant/Assignor does hereby assign and transfer all of its rights, privileges, and obligations as Participant under the

Participation Agreement to Assignee/Participant, effective upon the execution of this Consent to Assign by all Parties, (the “**Effective Date**”). As of the Effective Date Assignee/Participant assumes and agrees to be bound by the Participation Agreement, as the Participant under the Participation Agreement including all obligations, duties, and responsibilities of the Participant.

4. ACCEPTENCE OF ASSIGNMENT OF PARTICIPATION AGREEMENT. The Assignee/Participant accepts assignment of the Participation Agreement as of the Effective Date of this Consent to Assign where is as is and irrevocably assumes all duties, obligations, and liabilities of the Participation Agreement including, but not limited to, any default of Participant/Assignor as the Participant of the Participation Agreement whether known or unknown.

5. CONSENT OF AGENCY. The Agency hereby consents to the assignment of the Participation Agreement pursuant to this Consent to Assign as of the Effective Date, and according to the other terms and conditions as set forth herein.

6. NO REPRESENTATIONS OR WARRANTIES. Assignee/Participant acknowledges that Participant/Assignor has made no representations or warranties regarding the Agency’s willingness to make the Payments of Housing Funds under the Participation Agreement, and that the Agency’s obligations thereunder are subject to the conditions precedent set forth in the Participation Agreement, and under Utah law.

7. INDEMNIFICATION OF AGENCY. The Agency shall have no liability in any way for any claim arising from or as a result of the assignment, or the attempted or claimed assignment of the Participation Agreement under this Consent to Assign. To the fullest extent allowable under law Assignee/Participant and Participant/Assignor further agree that, in the event of any dispute regarding the assignment of the Participation Agreement, the Agency may, at its sole discretion and without liability may either to treat Assignee/Participant as the Participant under the Participation Agreement, treat Participant/Assignor as the Participant under the Participation Agreement, or take no action under the Participation Agreement (including withholding payment of Housing Funds as contemplated by the Participation Agreement), until such dispute is resolved by agreement between Participant/Assignor and Assignee/Participant, by court order, or by some other method and evidence of such resolution is provided to the Agency. In the event that the Agency is subject to any claim, suit, or proceeding arising out of this Consent to Assign, or by the assertion of any right or claim by Participant/Assignor and/or Assignee/Participant against the Agency, or any third party under or by this Consent to Assign then Participant/Assignor and Assignee/Participant agree to jointly and severally indemnify the Agency against all such claims, suits, damages, or proceedings. The execution of this Consent to Assign by the Agency, and the assignment of the Participation Agreement by Participant/Assignor to Assignee/Participant, does

not alter the Participation Agreement in any other way, nor does it create for the Agency any duty or obligation of Agency beyond those established by the Participation Agreement.

8. NO RETAINED RIGHTS. Upon the effective date of this Consent to Assign the Participation Agreement, as described herein, Assignor/Participant will retain no rights under the Participation Agreement including, but not limited to, the receipt of Housing Funds from the Agency.

9. NO AMENDMENTS. The Participation Agreement, attached hereto as Exhibit A, is the complete and final agreement and has not been subsequently amended or modified by any other agreements written or verbal.

10. NOTICE TO PARTICIPANT. As of the Effective Date of this Consent to Amend Notices to Participant, under Section 8.1 of the Participation Agreement, it should be deemed as sufficient if sent to the following address:

Independence Apartments Venture, LLC
c/o Six Ridge Partners
2800 East Cottonwood Parkway, Suite 475
Salt Lake City, Utah 84121
Attn: Ben Kendall
Email: ben@sixridgepartners.com

With a copy to:
PEPF Independence Apartments REIT, LLC
c/o Principal Real Estate Investors, LLC
711 High Street
Des Moines, Iowa 50392-0490
Attn: Alex Fortsch, Senior Asset Manager
Email: fortsch.alex@principal.com

And to:
PEPF Independence Apartments REIT, LLC
c/o Principal Real Estate Investors, LLC
711 High Street
Des Moines, Iowa 50392-0301
Attn: Sandra Heilman, Counsel
Email: heilman.sandra@principal.com

11. PARTICIPATION AGREEMENT IN FULL FORCE AND EFFECT. Each Party acknowledges to the other Parties that the Participation Agreement is in full force and effect and that neither the Agency nor Participant is in default under the Participation Agreement as of the Effective Date of this Consent to Assign.

12. REVIEW OF PARTICIPATION AGREEMENT. Assignee/Participant acknowledges that it has received a copy of the Participation Agreement and has thoroughly examined and reviewed the Participation Agreement with its Utah legal counsel and is fully satisfied with all of the terms and conditions therein.

13. COOPERATION. The Parties hereto agree to cooperate with each other in carrying out the purpose and intent of this Consent to Assignment.

14. GOVERNING LAW. This Consent to Assignment shall be governed by and construed under the laws of the State of Utah without regard to conflict of law principles.

15. SEVERABILITY. If any phrase, clause, sentence, paragraph, section, article or other portion of this Consent to Assignment is held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Consent to Assignment will not be affected thereby and will remain in force and effect to the fullest extent permissible by law.

16. ENTIRE AGREEMENT. This Consent to Assign constitutes the entire agreement among the Parties pertaining to the subject matter of this Consent to Assign, and all prior and contemporaneous agreements, representations, negotiations and understandings of the Parties, oral or written, are hereby superseded and merged herein. No modification, waiver, amendment, discharge or change of this Consent to Assign shall be valid unless it is in writing and signed by the Party against which the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.

17. COUNTERPARTS. This Consent to Assign may be executed in counterparts, each of which, when taken together, will constitute a fully executed original.

18. TIME IS OF THE ESSENCE. Time is of the essence in the performance of all obligations and duties under this Consent to Assign.

[Remainder of page intentionally left blank; signature pages to follow]

IN WITNESS WHEREOF, the Parties have executed this Consent to Assign as of the date first written above.

PLENTIFUL WAY TITLE HOLDER, LLC.
a Utah limited liability company

By: SRP Independence, LLC,
a Utah limited liability company
Its Sole Member

By: DPRE Management, LLC,
a Utah limited liability company
Its Manager

By: _____
Name: _____
Title: Authorized Agent

STATE OF UTAH)
)ss.
COUNTY OF SALT LAKE)

On _____, 2026, personally appeared before me, a Notary Public, _____, as Authorized Agent of DPRE Management, LLC, a Utah limited liability company, Manager of SPR Independence, LLC, a Utah limited liability company, Sole Member of PENTIFUL WAY TITLE HOLDER, LLC a Utah limited liability company, personally known or proved to me to be the person whose name is subscribed to the above instrument who acknowledged to me that he executed the above instrument on behalf of PENTIFUL WAY TITLE HOLDER, LLC

WITNESS my hand and official Seal.

Notary Public in and for said State

My commission expires: _____

[Consent to Assignment – signatures continued from previous page]

INDEPENDENCE APARTMENTS VENTURE, LLC,
a Delaware limited liability company

By: INDEPENDENCE APARTMENTS
PARTNERS, LLC
a Delaware limited liability company,
its sole member

By: PEPF INDEPENDENCE APARTMENTS
REIT, LLC,
a Delaware limited liability company,
its member

By: Principal Enhanced Property Fund, L.P.,
a Delaware limited partnership,
its manager

By: Principal Enhanced Property Fund GP, LLC,
a Delaware limited liability company,
its general partner

By: Principal Real Estate Investors, LLC,
a Delaware limited liability company,
its sole member

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

By: SRP INDEPENDENCE, LLC,
a Utah limited liability company
its managing member

By: DPRE MANAGEMENT, LLC,
a Utah limited liability company,
its manager

By: _____
Name: _____
Title: Authorized Agent

STATE OF _____)
:ss.
COUNTY OF _____)

On _____, 2026, personally appeared before me, a Notary Public,
_____, as _____ of
Principal Real Estate Investors, LLC, a Delaware limited liability company, sole member of
Principal Enhanced Property Fund GP, LLC, a Delaware limited liability company, general
partner of Principal Enhanced Property Fund, L.P., a Delaware limited partnership,
manager of Independence Apartments Partners, LLC, a Delaware limited liability company,
sole member of INDEPENDENCE APARTMENTS VENTURES, LLC limited liability
company, personally known or proved to me to be the person whose name is subscribed to the
above instrument who acknowledged to me that he executed the above instrument on behalf of
INDEPENDENCE APARTMENT VENTURES, LLC

WITNESS my hand and official Seal.

Notary Public in and for said State

My commission expires: _____

STATE OF _____)
:ss.
COUNTY OF _____)

On _____, 2026, personally appeared before me, a Notary Public, _____, as _____ of Principal Real Estate Investors, LLC, a Delaware limited liability company, sole member of Principal Enhanced Property Fund GP, LLC, a Delaware limited liability company, general partner of Principal Enhanced Property Fund, L.P., a Delaware limited partnership, manager of Independence Apartments Partners, LLC, a Delaware limited liability company, sole member of INDEPENDENCE APARTMENTS VENTURES, LLC limited liability company, personally known or proved to me to be the person whose name is subscribed to the above instrument who acknowledged to me that he executed the above instrument on behalf of INDEPENDENCE APARTMENT VENTURES, LLC

WITNESS my hand and official Seal.

Notary Public in and for said State

My commission expires: _____

STATE OF _____)
:ss.
COUNTY OF _____)

On _____, 2026, personally appeared before me, a Notary Public, _____, as authorized agent of DPRE Management, LLC, a Utah limited liability company, manager of SRP Independence, LLC, a Utah limited liability company, manager of Independence Apartments Partners, LLC, a Delaware limited liability company, sole member of INDEPENDENCE APARTMENTS VENTURES, LLC limited liability company, personally known or proved to me to be the person whose name is subscribed to the above instrument who acknowledged to me that he executed the above instrument on behalf of INDEPENDENCE APARTMENT VENTURES, LLC

WITNESS my hand and official Seal.

Notary Public in and for said State

My commission expires: _____

EXHIBIT A

Participation Agreement

