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WHEN RECORDED RETURN TO:

Bluffdale City Attorney
2222 West 14400 South
Bluffdale, UT 84065

AMENDED DEVELOPMENT AGREEMENT
FOR

ACLAIMÉ AT INDEPENDENCE

(Affecting a portion of BLAND PROPERTY/ROCKWELL NEIGHBORHOOD)

THIS AMENDED DEVELOPMENT AGREEMENT FOR ACLAIMÉ AT INDEPENDENCE (BLAND PROPERTY/ROCKWELL NEIGHBORHOOD) ("Agreement") is made and entered into this 16 day of November, 2016 (the "Effective Date"), by and between City of Bluffdale, a Utah municipal corporation ("City") and Simple Products Corporation, a Utah corporation ("Developer") as successor in interest to the prior developer, BLR Development, Inc., a Utah corporation and BLC Investment, LLC, a Utah limited liability company; ("Owners"). As used hereafter, the term "Developer" includes the Permitted Transferee, Simple Products Corporation, the new owner of a commercial parcel identified in that certain Amended and Reinstated Development Agreement recorded in the office of the Salt Lake County Recorder on February 25, 2014, and identified in the attached legal descriptions.

RECITALS

A. Developer is the owner of approximately 17.45 acres of ground within the City which was previously referred to as "The Bland Property" which consisted of a larger tract of approximately 44.3 acres of ground. The 17.45 acres is more particularly described in Exhibit A.

B. The "Bland Property" is part of a larger project within the Independence Project which was indirectly owned by Aclaime Bluffdale, LLC, an affiliate of BLC Investment, LLC, and BLR Development, Inc., and is known as "Aclaime at Independence" (the "Aclaime at Independence Project" or "Aclaime at Independence Property").

C. The City and Artemis Investments, LLC, (the "Original Developer"), entered into a certain Development Agreement for Independence at Bluffdale (the "Original Development Agreement") dated December 11, 2007, (the "Original Effective Date"). The Original Development Agreement was amended pursuant to a First Amendment to Development Agreement dated March 11, 2008 (the "First Amendment") and that certain Second Amendment to Development Agreement dated May 3, 2011 (the "Second Amendment"). The Original Development Agreement, the First Amendment and the Second Amendment have been collectively referred to and may be referred to herein as the "Artemis Development Agreement."

D. The Artemis Development Agreement related to the development of the Independence Property located within the City and situated between the Union Pacific Railroad right of way on the west and the Pony Express Road on the east, 14600 South on the north and the Geneva gravel pit on the south, all are more particularly described in the Artemis Development Agreement. The "Bland Property," a portion of which is the subject of this amendment, is part of that Independence Property.

E. There is an existing Development Agreement with the City, governing the use and

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RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH

BLUFFDALE CITY
2222 W 14400 S
BLUFFDALE UT 84065
BY: MGP, DEPUTY - W1 38 P.

development of the parcels described herein.

F. The "Bland Property" was also part of a larger group of parcels, referred to in the Artemis Development Agreement as the "Rockwell Neighborhood," which was comprised of 73 acres and included 17.5 acres of commercial, 40.1 acres of residential and 15.4 acres of open space ("Rockwell Property").

G. Since execution of the Artemis Development Agreement, the rights thereunder have been transferred to parties other than the Original Developer.

H. On or about January 14, 2013, Aclaime Bluffdale, LLC, acquired the "Bland Property." Aclaime Bluffdale, LLC, had the rights to develop the Bland Property and desired to do so in accordance with the terms and conditions set forth in an Amended and Restated Development Agreement recorded February 2, 2014, in the office of the Salt Lake County Recorder.

I. Concurrent with the adoption of this Agreement, the Parties desire to approve a new plan and amend the current Development Agreement relating to a portion of the Bland Property only, in the form attached hereto and incorporated herein as Exhibit B (the "Rockwell Ridge Business Park"), which includes design guidelines relating to the subject Property (the "Design Guidelines").

J. The original Bland Project Plan establishes the use, maximum permitted density, proportion of unit types, and general configuration of the Bland Property, subject to applicable City Ordinances, defined below. Notwithstanding the foregoing, the parties deem that the Bland Project Plan is general in nature and is subject to refinement through further processing of the individual phases (collectively, "Phases," and individually as "Phase") of the Bland Property from time to time based on the Developer's more precise engineering studies required with each final plat submitted for review and approval by the City. For purposes of this Agreement, a "Phase" shall constitute a specific area of the Bland Property that the Developer intends to develop at one time. While the Bland Project Plan is general in nature, the rights granted herein with respect to the Bland Property are previously vested as set forth in prior Agreements.

K. At present, the Property owned by Developer is designated commercial in the Marketplace Development Agreement and Project Plan of February 2014. Developer is a light industrial company that has both retail sales and online sales and its intended use for the Property includes both light industrial/mixed use and retail commercial.

L. Concurrent with the adoption of this Agreement, the Parties desire to approve a new concept plan related to the subject property only, in the form attached hereto and incorporated herein as the Rockwell Ridge Business Park (the "Rockwell Ridge Business Park Plan").

M. The City has authority to enter into this Agreement pursuant to Section 10-9a-102(2) of the Utah Code and Section 1-29-1 of the Bluffdale City Code, and desires to enter into

this Agreement with the Developer for the purpose of guiding the development of Rockwell Ridge Business Park Plan in accordance with the terms and conditions of this Agreement and in accordance with applicable City Ordinances, rules and regulations, land use policies and legislative approval conditions.

N. This Agreement is consistent with, and all preliminary and final plats within the Project are subject to and shall conform with the City's General Plan, Land Use Ordinance, and City Subdivision Ordinance ("the Subdivision Ordinance"), and any permits issued by the City pursuant to City Ordinances, regulations, and the City of Bluffdale Standard Drawings and Specifications (except as modified by the Rockwell Ridge Business Park Plan).

O. The Parties intend to be bound by the terms of this Agreement as set forth herein, and the Parties intend that this Agreement supersede all prior Development Agreements to the extent set forth herein, and not with respect to any other property subject to the prior Development Agreements. All other agreements shall continue in full force and effect with respect to all other real property described therein and to this Property to the extent not modified herein.

AGREEMENT

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

1. Incorporation of Recitals. The foregoing Recitals are hereby incorporated into this Agreement, as a substantive part hereof.

2. Property Development. Subject to City Council approval, the Project, which consists of the 17.45 acres identified previously herein and as more particularly set forth in attachments hereto, shall be developed consistent with a project plan attached hereto, Bluffdale Zoning Ordinance, the Bluffdale Subdivision Ordinance, all other applicable city ordinance, the Bluffdale Standard Drawings and Specifications, all as adopted by the City and in existence as of the date of this Agreement ("City Ordinances") as well as design guidelines, project plans and the Agreement itself. For purposes of this Agreement, the term "Bluffdale Standard Drawings and Specifications" shall include the City's own standards as well as all adopted codes, including but not limited to the Utah State Construction Code, the Utah State Fire Code, American Association of State Highway Transportation Officials (AASHTO) standards, American Public Works (APWA) and American Water Works Association (AWWA) standards, as such standards exist and have been adopted by the City on the Effective Date.

3. Project Plan and Design Guidelines.

a. Approval of the Project Plan. The "Project Plan," attached hereto and incorporated herein as Exhibit B, establishes the land use and development rights for the Property and general configuration for the Project. The Project shall be developed by the Developer in accordance with the Project Plan, Design Guidelines and City Ordinances. The City's approval and execution of this Agreement grants the Developer the right to develop the Property and construct the Project in accordance with the uses approval processes,

improvements and general configuration of development set forth in this Agreement, the Project Plan and the Design Guidelines. All Developer submittals must comply with the Design Guidelines and Project Plan. The Design Guidelines and Project Plan may be amended from time to time with the approval of the City Council and the Developer after receiving a recommendation from the Planning Commission as set forth in Section 3(b) below. Developer acknowledges and agrees that the Developer's ability to develop the Property according to the general configurations set forth in the Project Plan and Design Guidelines is contingent upon the Developer providing all engineering required by the City under the Subdivision Ordinance and the City's approval of such engineering in accordance with the City Ordinances.

b. Amendment to Project Plan or Design Guidelines. The Project Plan satisfies the concept plat requirement for the Project. If the Developer is seeking change from existing zoning to another use, the Developer shall be required to obtain an appropriate recommendation from the Planning Commission and approval from the City Council. Planning Commission recommendations and City Council approval of the amendment may require public hearings. For purposes of this Agreement, the Developer requests to: (i) change the width of a road within the Project identified in the Project Plan if a proposed road width in a preliminary or final plat differs from the road widths approved in the Design Guidelines and Project Plan, (ii) change the connection points of collector or major roads within the Project as identified in the Project Plan (i.e. changes in the location of intersections and connection points as opposed to changes in the location or alignment of collector or major roads), (iii) change the location of land uses within the Project (i.e. commercial to mixed use), and (iv) change of use shall constitute Major changes as defined in prior Development Agreements, and shall require approval by the City Council. All other changes shall be "minor changes", which shall only require approval of the City Managers or designee.

4. Subdivision of the Property. The Design Guidelines and Project Plan do not constitute a subdivision of the Property or any portion thereof. All subdivisions of the Property shall comply with the City Ordinances, Design Guidelines, Project Plan, and this Agreement. Subdivision plat approval, obtained in accordance with the provisions of the Mixed Use Ordinance and the relevant provisions of the Subdivision Ordinance, will be required for each subdivision plat. The Developer shall work with the City Staff to create the final plat and construction drawings for the Project. The City Staff shall submit the Developer's proposed preliminary and final plats to the Planning Commission for recommendation and the City Council for review and approval at such time as the Developer (i) has submitted a preliminary plat and construction drawings that comply with the Design Guidelines, Project Plan, this Agreement and City Ordinances and (ii) has received initial comments from the Bluffdale City Development Review Committee ("DRC") on its submissions, provided, however, that if the DRC identifies any significant design or engineering problems in the plat or construction drawings, the Developer shall be required to resolve such problems to the reasonable satisfaction of the DRC prior to having the Planning Commission or City Council review such plat and construction drawings. The Developer shall be entitled to apply for approval of the preliminary and final plats concurrently for a subdivision if such plats are documented and approved in accordance with City Ordinances.

Execution of this Development Agreement does not constitute final subdivision approval by the City which subdivision approval will be granted pursuant to City Ordinance and after appropriate hearings on the matter.

5. Development of the Property. The Property shall be developed by the Developer in accordance with the requirements contained herein:

a. Compliance with City Ordinances and Development Standards. The Property, all portions thereof, and each Phase shall be developed in accordance with this Agreement, the Design Guidelines and Project Plan, and the City Ordinances. Specifically, the Project Plan shall act as the concept plan for the Project, and the Design Guidelines establish the specific standards for the Project.

b. Density Requirements: Existing Property in the Project: The maximum number of commercial buildings, and square footage is as set forth in Exhibit B.

c. Roads and Traffic.

i. Street Plan. The general layout and location of public roads as depicted in the Project Plan constitute general guiding principles the Developer shall observe in establishing the layout and design for each Phase of the Project. All public roads shall provide service to the general areas depicted in the Master Street Plan and the Project Plan and shall be constructed consistent with City Ordinances including the widths set forth therein, unless changes are required by City Council, in which case roads may realign with approval of City Council on the advice and consent of City Staff. Final location of 14600 South Porter Rockwell Boulevard and any other public streets are subject to City staff and engineering input including compliance of City Ordinances and City Engineers review and approval. Signage and traffic signals relating to roads constructed by the Developer shall comply with the City Ordinances. Except as otherwise provided in the Design Guidelines and Project Plan or in this Agreement, the Project shall be designed and constructed according to the Design Guidelines and Project Plan, and the asphalt and road base requirements set forth in the City Ordinances as of the Effective Date. The Developer agrees to use commercially reasonable efforts to work with the City, the canal companies, UDOT, and all other appropriate entities including utility companies to coordinate the alignment of roads accessing the Property.

ii. Road Dedications. The roads designated in the Project Plan as public roads shall be dedicated to the City or to UDOT as the case may be and shall be constructed by the Developer according to the Design Guidelines and Project Plan and the asphalt and road base requirements set forth in the City Ordinances as of the Effective Date or as otherwise required by UDOT.

d. Architectural Requirements; Design Guidelines. Attached to this Agreement as Exhibit B and incorporated herein are the Design Guidelines for the Property, which are consistent with the standards set forth in the Mixed Use Zone. All structures erected in the Project shall comply with the Design Guidelines.

e. Utilities and Infrastructure.

i. General. The Developer shall install or pay for the installation by the appropriate entity of the following utilities and infrastructure: roads, curb, gutter, sidewalks, natural gas, underground electrical service, telephone, cable, storm drain, flood control, sewer, and culinary water for each Phase when developed. In addition, the Developer shall install or pay for installation of a secondary water system. Installations shall be done in accordance with the City's design requirements and construction standards in existence as of the Effective Date, and the design and construction standards imposed by the relevant service provider, except as such standards or specifications are modified by the Design Guidelines or Project Plan. The Developer shall be responsible to pay for all required inspections of such improvements by the City (exclusive of any inspections involving third-party cable service providers).

ii. Culinary Water System Development. Developer shall install or pay for the installation of a culinary water supply system to serve the Property in accordance with the final plats submitted by the Developer and approved by the City, which shall include water transmission and distribution lines within the boundaries of the Property. The culinary water system shall connect to and become part of the City's water system, and shall comply with the City Ordinances.

iii. Storm Drain Facilities. The Developer shall install such on-site storm drains and detention ponds within Open Space as required by City Ordinances in existence as of the Effective Date, and indicated in the final plat for each Phase. Subsequent to the Developer's installation of storm drain improvements within the City and dedication of such improvements to the City, and the expiration of any warranty period, the City shall accept maintenance responsibilities for the storm drain infrastructure in the public street rights-of-way.

iv. Maintenance of Private Drives. The Developer or an owners' association shall assume full responsibility for the maintenance of any and all private drives in the Project owned by an owners' association or designated as common area. The Developer or an owners' association shall also assume full responsibility for snow removal within all private drives in the Project. The Developer or owners' association shall contract with a professional maintenance company for such responsibilities, and shall require the snow removal provider to not place snow from any private drive within any public right-of-way. If snow is placed in a public right-of-way, the City shall have the right to remove such snow and bill the relevant owners' association for the removal costs.

v. Secondary Water. The Developer shall construct a secondary water system and dedicate the amount of secondary water required by the City Ordinances to the City, to be held in co-ownership with the applicable owners' association, so the open space areas of the Project can be irrigated with secondary water.

vii. Dedication or Donation. The Developer shall dedicate to the City all public streets and public improvements in each Phase as such Phase is developed

together with public utility easements as required by the City. The City shall accept such dedication as provided herein and agrees that the following dedication language shall be acceptable to the City:

KNOW ALL MEN BY THESE PRESENTS that the undersigned owner(s) of all the hereon described tract of land hereafter known as _____, for good and valuable consideration received, does/do hereby dedicate and convey to Bluffdale City for perpetual use of the public, all parcels of land shown on this plat as a public roadway, and does/do hereby dedicate and convey to Bluffdale City and to each public utility providing utility services, non-exclusive easements for installation and maintenance of public utilities over, on under and across the utility easements as shown on this plat. This dedication is subject to any easements of record as of the date hereof.

6. Payment of Fees.

a. General Fees. The Developer, or the subject property owner, as applicable, shall pay to the City in a timely manner all required fees, including, but not be limited, to all subdivision processing and recording fees, and inspection fees, which are due or which may become due in the ordinary course pursuant to the City Ordinances. Such fees shall be based on the City's fee schedule as adopted and amended by City Ordinance from time to time. The Developer and all owners of any portion of the Property shall have a duty to pay all standard required fees assessed by the City in those amounts which are approved and in effect at the time the fees are actually paid to the City.

7. City Obligations. Subject to compliance with the terms of this Agreement by Developer, Permitted Transferees (as defined in Section 17 below) or Developer Affiliates (as defined in Section 17 below), the City agrees as follows:

a. Public Improvements. To maintain the public improvements associated with the Project and dedicated to the City following satisfactory completion thereof by the Developer, its Permitted Transferees or Developer Affiliates, and acceptance of the same by the City and commencement of the warranty period in the manner set forth in City Ordinance or rule.

b. Standard Services. To provide standard municipal services to the project including, without limitation, snow removal on public streets and police and fire protection, subject to the payment of all fees and charges charged or levied therefore by the City that are generally applicable to other similar properties in the City.

c. Culinary Water Service. To provide culinary water service after culinary water systems are constructed by Developer and inspected and approved by the City.

d. Secondary Water. To provide secondary water service after final plats are recorded and the Secondary Water System is constructed by the Developer and approved by the City, utilizing Draper Irrigation Company as the secondary water service provider.

e. Acceptance of Improvements. To maintain project and/or the Improvements dedicated to the City following satisfactory completion thereof by the Developer, a Permitted Transferee or Developer Affiliate, acceptance of the same by the City, subject to all applicable warranty work required by the Developer under the City's Subdivision Ordinance in existence as of the Effective Date.

8. Construction Standards and Requirements.

a. General. All construction on the Property at the direction of the Developer shall be conducted and completed in accordance with the City Ordinances as of the Effective Date, the Design Guidelines, Project Plan and this Agreement. Prior to final City release of construction security for the infrastructure on any Phase of the Property, "as built" drawings in both hard copy and electronic format shall be provided without cost to the City. The electronic format of such "as-builts" shall be designated by the City. Improvements and landscaping for the Property shall be constructed at least to the level of the Design Guidelines and Project Plan. The Developer shall cause to be constructed public improvements, as indicated in this Agreement, the Design Guidelines and the Project Plan, as such improvements are required to provide necessary and customary access and municipal services to each Phase of the Property.

b. Security for Infrastructure. Security to guarantee the installation and completion of all public improvements located within the Property on a Phase-by-Phase basis for each final plat shall be provided by the Developer, Developer Affiliates or Permitted Transferees as required by the City Ordinances. The Developer, Developer Affiliates or Permitted Transferees shall provide an escrow bond for the final plat of the Project, which security shall be reduced periodically upon written request by the Developer and proportionately in a timely manner as such improvements are built by the Developer and are thereafter inspected and approved by the City, following the City's standard practice for such reductions, which inspection and approval shall not be unreasonably withheld, conditioned or delayed. In addition, the Developer shall post revegetation/restoration security on passive Open Space areas as reasonably required by the City to secure completion of any required revegetation and restoration to passive Open Space areas constructed upon by the Developer.

c. Required Studies. The City may require further and/or updated soil and geological studies, which the City, in its sole and reasonable discretion, shall determine are necessary.

d. Indemnification and Insurance during Construction.

i. Developer Indemnification. The Developer agrees to indemnify and hold the City and its officers, employees, agents and representatives harmless from and against all liability, loss, damage, costs, or expenses, including attorneys' fees and court costs incurred or arising from or as a result of the death of any person or any accident, injury, loss, or damage whatsoever caused to any person or to the property of any person (a) which shall occur within the Property during the Developer's construction of

infrastructure improvements or occur in connection with any off-site work done for or in connection with the Property and (b) which shall be directly, substantially and proximately caused by any negligent or intentional acts of the Developer or its agents, servants, employers, or contractors. The Developer shall neither be responsible for (and such indemnity shall not apply to) the negligent or intentional acts of contractors who are not in the Developer's employ, nor to acts of third parties.

ii. Insurance. During the period from the commencement of work on the Property and ending on the date when all work is inspected and approved by the City, the Developer shall furnish or cause to be furnished to the City by general or subcontractors under the Developer's employ satisfactory certificates of liability insurance from reputable insurance companies evidencing commercial general liability insurance policies in the amount of at least \$1,000,000.00 single limit, naming the City as an additional insured. Developer shall maintain or require all contractors and other employers performing any work on the Property to maintain adequate general liability insurance, worker's compensation insurance and public liability coverage.

e. City and Other Governmental Agency Permits. Before commencement of construction or development of any buildings, structures or other improvements upon any portion of the Property by the Developer, the Developer shall, at its expense, secure or cause to be secured, any and all permits which may be required by the City or any other governmental entity having jurisdiction over the Developer's work. The City shall reasonably cooperate with the Developer in seeking to secure such permits from other governmental entities, canal companies, and public or private utility companies.

f. Rights of Access. Representatives of the City shall have a reasonable right of access to the Property and any portion thereof during the period of any construction to inspect or observe any work or proposed development on the Property. For purposes of this provision, "reasonable right of access" shall mean access during normal business hours, or at other such times as necessary to inspect or observe work.

g. Compliance with Law. The Developer shall comply with all applicable federal, state and local laws pertaining to the Developer's activities in connection with the Property, and any Phase thereof.

h. Inspection and Approval by the City. The City may, at its option, perform periodic inspections and quality assurance tests of any public improvements, such as streets and utilities, being installed and constructed by the Developer or its contractors. No work involving excavations shall be covered until the same has been inspected by the City's representatives and the representatives of any other entities having jurisdiction over the particular improvements involved. The City shall promptly inspect any such excavations after notice by the Developer. The Developer shall warrant the materials and workmanship of all infrastructure improvements installed by Developer for a period that is twelve (12) months, or as otherwise provided by Utah law, from and after the date of approval by the City of the improvements in that Phase and commencement of the warranty period. The City shall, at the time of acceptance and/or commencement of the warranty period, if requested by the Developer in writing,

provide written confirmation of the date of acceptance and commencement of the warranty period for the improvements for each Phase, and written confirmation of the end of the warranty period.

i. Use and Maintenance during Construction. The Developer covenants and agrees that, during construction, it shall develop the Property for the uses set forth in the Design Guidelines and Project Plan, as restricted and limited by the Agreement. From the commencement of construction until the City's acceptance of infrastructure improvements constructed by the Developer and the commencement of the warranty period (the "Developer's Construction Period"), the Developer shall keep the subject portion of the Property free and clear from any unreasonable accumulation of debris, waste materials and any nuisances, and shall make its best efforts to contain its construction debris so as to prevent its scattering, due to reasonably anticipated events of wind and water. The Developer shall likewise keep the streets reasonably free from mud, snow, and erosion debris during the Developer's Construction Period.

9. Vested Rights and Reserved Legislative Powers.

a. Vested Rights. As of the Effective Date of this Agreement Developer shall have the vested right to develop and construct the Project in accordance with the uses, maximum permissible density, intensity, and general configuration of development established in the Design Guidelines and Project Plan, as supplemented by this Agreement (and all Exhibits), subject to compliance with the City Ordinances in existence as of the Effective Date.

b. Reserved Legislative Powers. The Developer acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the City all of its police power that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation of the police powers such legislation shall not modify the Developer's vested right as set forth herein unless facts and circumstances are present which meet the exceptions to the vested rights doctrine as set forth in Section 10-9a-509 of the Municipal Land Use, Development, and Management Act, as adopted on the Effective Date, *Western Land Equities, Inc. v. City of Logan*, 617 P.2d 388 (Utah 1980), its progeny, or any other exception to the doctrine of vested rights recognized under state or federal law.

10. Default. An "Event of Default" shall occur under this Agreement if any party fails to perform its obligations hereunder where due and the defaulting party has not performed the delinquent obligations within sixty (60) days following delivery to the delinquent party of written notice of such delinquency. Notwithstanding the foregoing, if the default cannot reasonably be cured within that 60-day period, a party shall not be in default so long as that party commences to cure the default within that 60-day period and diligently continues such cure in good faith until complete. Notwithstanding the foregoing, any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes; labor disputes; inability to obtain labor, materials, equipment or reasonable substitutes therefore; acts of nature; governmental restrictions, regulations or

controls; judicial orders; enemy or hostile government actions; war; civil commotions; fires or other casualties or other causes beyond the reasonable control of the party obligated to perform hereunder shall excuse performance of the obligation by that party for a period equal to the duration of that prevention, delay or stoppage.

a. Remedies. Upon the occurrence of an Event of Default, the non-defaulting party shall have the right to exercise all of the following rights and remedies against the defaulting party:

- i. All rights and remedies available at law and in equity, including injunctive relief, specific performance and/or damages as to the defaulting party.
- ii. The right to withhold all further approvals, licenses, permits, including building permits, or other rights associated with the Project or development activity as described in this Agreement until such default has been cured.
- ii. The right to draw upon any security posted or provided in connection with the Project by the defaulting party.

The rights and remedies set forth herein shall be cumulative.

11. Notices. Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the party for whom intended, or if mailed, by certified mail, return receipt requested, postage prepaid, to such party at its address shown below:

To the Developer: Simple Products Corporation
Brian Christensen
138 E. 12300 S. #C-165
Draper, UT 84020

With a copy to: James Dunn
1108 West South Jordan Parkway Ste A
South Jordan, UT 84095

To the City: City Manager
Bluffdale City
14350 South 2200 West
Bluffdale, UT 84065

With a copy to: Vaughn Pickell
Bluffdale City Attorney
14350 South 2200 West
Bluffdale, UT 84065

All Developer Affiliates and Permitted Transferees shall receive notice in the manner set forth in this Section, and their addresses shall be included in this Agreement at the time that they become parties to this Agreement. Any party may change its address for notice by giving written notice to the other party in accordance with the provisions of this Section.

12. General Term and Conditions.

a. Attorneys' Fees. In the event of any lawsuit between the parties hereto arising out of or related to this Agreement, or the Project, the prevailing party or parties shall be entitled in addition to the remedies and damages, if any awarded in such proceeding, to recover its or their costs and reasonable attorneys' fees.

b. Integration. This Agreement, together with the Exhibits hereto, integrates all of the terms and conditions pertaining to the subject matter hereof and supersedes all prior negotiations, representations, promises, inducements or previous agreements between the Parties, whether oral or written with respect to the subject matter hereof. Any amendments hereto must be in writing and signed by the Parties hereto.

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

d. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, representatives, officers, agents, employees, members, successors and assigns (to the extent that assignment is permitted).

e. Non Liability of City Officials and Employees. No officer, representative, consultant, attorney, agent or employee of the City shall be personally liable to the Developer, or any successor in interest or assignee of the Developer, for any default or breach, by the City, or for any amount which may become due to the Developer, or its successors or assignees, or for any obligation arising under the terms of this Agreement. Nothing herein will release any person from personal liability for their own individual acts or omissions.

f. No Third Party Rights. The obligations of the Developer set forth herein shall not create any rights in and/or obligations to any persons or parties other than the City, the Developer and any Permitted Transferees or Developer Affiliates.

g. Further Documentation. This Agreement is entered into by the parties with the recognition and anticipation that subsequent agreements, plans, profiles, engineering and other documentation implementing and carrying out the provisions of this Agreement may be necessary. The Parties agree to negotiate in good faith with respect to all such future agreements.

h. Relationship of Parties. This Agreement does not create any joint venture, partnership; undertaking, business arrangement or fiduciary relationship between the City and the Developer.

i. Agreement to Run With the Land. This Agreement shall be recorded in the Office of the Salt Lake County Recorder against the Property and is intended to and shall be deemed to run with the land, and shall be binding on all successors in the ownership of any portion of the Property.

j. Performance. Each party, person and/or entity governed by this Agreement shall perform its respective obligations under this Agreement in a manner that will not unreasonably or materially delay, disrupt or inconvenience any other party, person and/or entity governed by this Agreement, the development of any portion of the Property or the issuance of final plats, certificates of occupancy or other approvals associated therewith.

k. Applicable Law. This Agreement is entered into under and pursuant to and is to be construed and enforceable in accordance with the laws of the State of Utah.

l. Construction. This Agreement has been reviewed and revised by legal counsel for both the City and the Developer, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

m. Consents and Approvals. Except as expressly stated in this Agreement, the consent, approval, permit, license or other authorization of any party under this Agreement shall be given in a prompt and timely manner and shall not be unreasonably withheld, conditioned or delayed. Any consent, approval, permit, license or other authorization required hereunder from the City shall be given or withheld by the City in compliance with this Agreement, the Design Guidelines, Project Plan and the City Ordinances.

n. Approval and Authority to Execute. Each of the parties represents and warrants as of the Effective Date this Agreement, it/he/she has all requisite power and authority to execute and deliver this Agreement, being fully authorized so to do and that this Agreement constitutes a valid and binding agreement.

o. Termination.

i. Notwithstanding anything in this Agreement to the contrary, it is agreed by the parties hereto that in the event the final plat for the Project has not been recorded in the Office of the Salt Lake County Recorder within ten (10) years from date of this Agreement (the "Term"), or upon the occurrence of an Event of Default that is not cured as set forth in this Agreement, the City shall have the right, but not the obligation at the sole discretion of the City Council, to terminate this Agreement as to the defaulting party (i.e., the Developer, a Permitted Transferee or Developer Affiliate, as the case may be).

ii. Any termination may be effected by the City by giving written notice of intent to terminate to the defaulting Party. Whereupon the defaulting Party shall have sixty (60) days during which such Party shall be given an opportunity to correct any alleged deficiencies and to take appropriate steps to complete its Phase of the Project (or in the case of the Developer, the remainder of the Project). Such notice and cure period shall be in addition to any notice and cure period provided under Section 10, the "Default" Section, above. Notwithstanding the foregoing, if the default cannot

reasonably be cured within that 60-day period, a Party shall not be in default so long as that Party commences to cure the default within that 60-day period and diligently continues such cure in good faith until complete. In the event of a default by a Party other than the Developer, the City shall provide a notice of default to the Developer upon the defaulting Party's failure to cure within the notice and cure period and the Developer shall have the right, but not the obligation, to cure such default(s) bring an additional thirty (30) day period or such additional time as reasonably necessary provided that the Developer commences and diligently pursues such cure within the 30-day period. In the event the defaulting Party fails to satisfy the concerns of the City with regard to such matters, and the Developer declines in writing to cure such default(s), the City shall be released from any further obligations under this Agreement to the specific defaulting Party and the same shall be terminated as to such defaulting Party.

iii. Upon termination of this Agreement for the reasons set forth herein, following the notice and process required hereby, the obligations of the City and the defaulting Party to each other hereunder shall terminate, but none of the licenses, building permits, or certificates of occupancy granted prior to expiration of the Term or termination of this Agreement shall be rescinded or limited in any manner. This Agreement shall remain in full force and effect as to the non-defaulting Parties.

13. Developer's Assignment of Ownership or Development of Any Portion of the Project.

a. Assignment of Obligation to Construct the Infrastructure Improvements on Property. The Developer shall not assign its obligation to construct infrastructure improvements to any unaffiliated third party without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. In determining whether to approve an assignee, the City shall limit its inquiry to whether the proposed assignee has a sufficient amount of development experience and sufficient financial capacity to perform the obligations of the Developer under this Agreement. If the City does not object in writing to a proposed assignment within fifteen (15) calendar days of receiving the Developer's notice of a proposed assignment, the City shall be deemed to have provided consent hereunder. Nothing in this Section shall be construed as limiting the Developer's right to enter into a contract with an unaffiliated third party for the construction or installation of such infrastructure improvements on behalf of the Developer.

b. Sale or Transfer of Parcels or Lots by Developer after Completion of Project Improvements. The Developer shall not be required to notify the City with regard to the sale or transfer of any platted lot or parcel in the Property after completion of project improvements for a given Phase and purchasers of such platted lots and parcels shall not accede to any of the rights of the Parties hereto. Any conveyances to the City, an entity designated by the City, any other governmental entity or owners' association as contemplated in the Design Guidelines and Project Plan and this Agreement shall also be exempt from any notice requirement to the City.

c. Transfer of All or Any Portion of the Property to an Affiliate. Nothing in this Agreement shall be construed as prohibiting the Developer from transferring all or any

portion of the Property, or any of its obligations with regard to the construction of infrastructure improvements, to one or more affiliates of the Developer (each, a "Developer Affiliate"). Developer Affiliate means a legal entity whose members or shareholders include some of the same persons or entities as the members of the Developer. In such an event, the Developer shall be entitled to make such transfer upon written notice to the City, provided, that such Developer Affiliate(s) assume the obligations of the Developer under this Agreement that pertain to the property transferred, as evidenced by such Developer Affiliate(s) execution of an assignment and assumption agreement to that effect.

d. Developer's Control over Remaining Property. In the event of a transfer or sale by the Developer of less than all of the Property, the Developer shall, nevertheless, retain exclusive control over the portions of the Property not sold or transferred, and the transferee(s) shall have no right to control or object to any subsequent amendment of this Agreement, and the Developer may make any modifications thereto without notice to, or the consent of, any such transferee(s).

e. No Transfer of City Obligations. The City shall not have the right to convey, assign or be released from its obligations under this Agreement.

f. Transfer of Assets; Continuing Obligation. If the Developer sells or transfers all or any portion of the Property, then (i) the City shall require the purchaser of the assets to assume the Developer's obligations under this Agreement; and (ii) the City shall be named as third party beneficiary of (and shall be permitted to enforce directly against the purchaser) such assumed obligations.

14. No Waiver. Any Party's failure to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce such provision. The provisions may be waived only in writing by the Party intended to be benefited by the provisions, and a waiver by a Party of a breach hereunder by the other Party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

15. Severability. If any portion of this Agreement is held to be unenforceable for any reason, the remaining provisions shall continue in full force and effect.

16. Force Majeure. Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefore; acts of nature; governmental restrictions, regulations or controls; judicial orders; enemy or hostile government actions; wars, civil commotions; fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.

17. Priority and Subordination. The Developer agrees to use commercially reasonable efforts to obtain subordination from all lenders with liens senior to the encumbrance created by this Agreement on the Property.

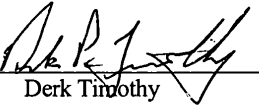
18. Amendment. This Agreement may be amended only in writing signed by the Parties hereto.

[SIGNATURE PAGE FOLLOWS]

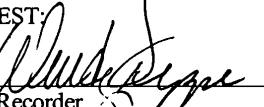
IN WITNESS WHEREOF the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first herein above written.

"CITY"

CITY OF BLUFFDALE



By: 
Derk Timothy
Its: Mayor



ATTEST: 
City Recorder

"DEVELOPER"

SIMPLE PRODUCTS CORPORATION

By: 
Its: 

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

On the 3 day of Jan, 2017 personally appeared before me, Derk

Timothy, signer of the foregoing Amended Development Agreement, who duly acknowledged to me that he executed the same.



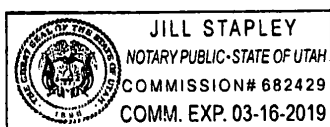
Cathy Quinney
Notary Public

STATE OF UTAH)

:ss.

COUNTY OF SALT LAKE)

On the 24 day of JANUARY, 2017 personally appeared before me, Brian Christensen, signer of the foregoing Amended Development Agreement, who duly acknowledged to me that he executed the same.



Jill Stapley
Notary Public

EXHIBIT A

BLAND PROPERTY DESCRIPTION

The Bland Property is as described as Lot 1 on the attached plan, which is preliminary in nature and not to be construed as approval of a subdivision plat.

BOUNDARY DESCRIPTION

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF 14600 SOUTH STREET, SAID POINT BEING SOUTH 89°55'42" EAST 1998.11 FEET AND SOUTH 53.00 FEET FROM THE WEST QUARTER CORNER OF SECTION 12, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN;
THENCE SOUTH 0°04'08" WEST 865.38 FEET;
THENCE SOUTH 58°27'59" WEST 477.16 FEET;
THENCE 197.72 FEET ALONG THE ARC OF A 533 FOOT RADIUS CURVE TO THE LEFT THRU A CENTRAL ANGLE OF 21°15'16" (CHORD BEARS SOUTH 47°50'21" WEST 196.59 FEET);
THENCE SOUTH 37°12'44" WEST 250.50 FEET;
THENCE NORTH 51°44'50" WEST 161.28 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF PORTER ROCKWELL BLVD;
THENCE ALONG SAID PORTER ROCKWELL BLVD THE FOLLOWING THREE(3) COURSES:
THENCE 587.31 FEET ALONG THE ARC OF A 1053.50 RADIUS CURVE TO THE LEFT THRU A CENTRAL ANGLE OF 31°56'26" (CHORD BEARS NORTH 16°23'35" EAST 579.74 FEET);
THENCE NORTH 0°25'21" EAST 746.49 FEET;
THENCE NORTH 45°14'50" EAST 63.44 FEET TO SAID RIGHT-OF-WAY LINE OF 14600 SOUTH;
THENCE SOUTH 89°55'42" EAST 617.44 FEET TO THE POINT OF BEGINNING

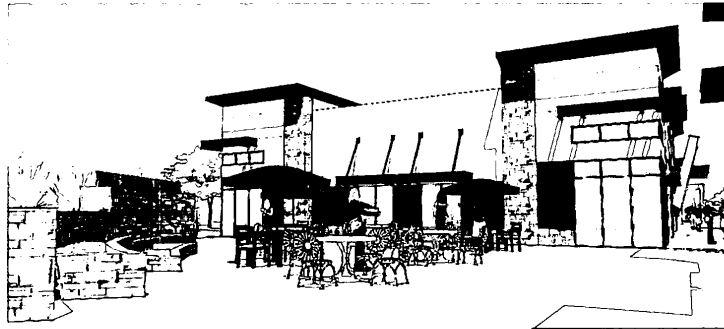
CONTAINS 17.477 ACRES OR 761,287 SQUARE FEET, MORE OR LESS

Affecting Parcel Nos.

33-12-326-007-0000
33-12-326-008-0000
33-12-326-009-0000
33-12-326-010-0000
33-12-326-011-0000

EXHIBIT B
PROJECT PLAN & DESIGN GUIDELINES

Exhibit B
Project Plan Amendment
Rockwell Ridge Business Park
Bluffdale, UT



Property Owner / Applicant:
Simple Products Corporation

138 East 12300 South C-165
Draper, UT 84020

Representative:
Jason Hagblom - Newmark Grubb Acres
376 East 400 South Suite 120
Salt Lake City, UT 84111

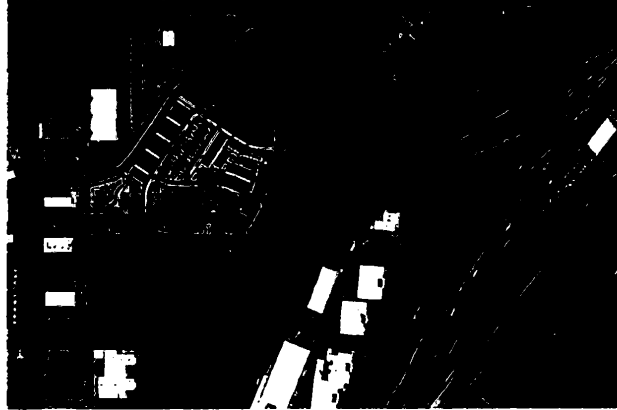
Preparers:
Aeurbia
CIR Engineering, llc
stevemplan, llc

November 10, 2016

A. PURPOSE

The Marketplace Development Agreement and Project Plan were approved by the City in February 2014. At that time the development of the commercial parcel east of Porter Rockwell Boulevard was left conceptual with the understanding that at the time actual development was considered, an amended Development Agreement and Project Plan would be submitted, reviewed and approved.

Simple Products Corporation (known hereafter as SPC) has purchased the roughly 14.04 acre parcel and is currently working with Bluffdale city to purchase the 3.44 acre parcel on the northwest corner (shown at right in red color) and proposes to bring their new corporate headquarters, warehouse and retail outlet to Bluffdale City at this location. The \$16 million dollar project will be called Rockwell Ridge Business Park and will create an estimated 100+ jobs along with retail sales tax revenue for Bluffdale City. Currently, SPC has its corporate office in Draper and its warehouse / distribution center in Sandy. These will be consolidated at Rockwell Ridge Business Park. The development will include a mix of retail, service commercial and light industrial.

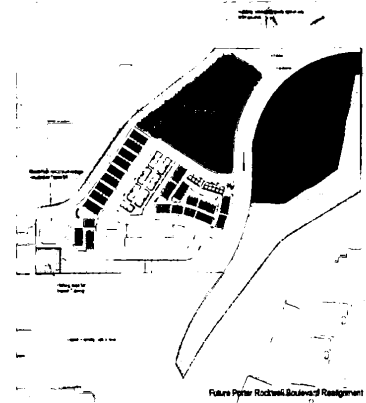


Vicinity Aerial Photo (Site Shown in Red)

The site is currently designated Commercial in The Marketplace Development Agreement and Project Plan with specific zoning use restrictions. SPC is a light industrial company that has retail sales both at its building and online. To allow SPC to operate at the site, the strictly commercial designation will need to be revised. SPC is proposing the revision that will divide the property into a strictly retail commercial area and an area that will allow both retail commercial and light industrial. This Project Plan includes two lists of permitted uses for the property, a retail commercial list and a light industrial list. The retail commercial list will be permitted anywhere on the property. The Light Industrial uses will be restricted to the south half. It is in SPC's interest to lease as much of the site as retail commercial as possible and the planned project has been designed with retail end-users in mind (shallow buildings, small divisible increments, multiple storefronts/signage, etc).

B. CONCEPTUAL SITE PLAN

At the time of review and approval of The Marketplace, it was determined that Porter Rockwell Road would curve in a northeasterly direction allowing traffic to continuously flow from the 14600 South / Interstate 15 interchange to Porter Rockwell Boulevard and ultimately to Redwood Road and the Mountain View Corridor. The figure to the right was used at the public hearings to illustrate the conceptual location of the new curve of Porter Rockwell Boulevard and the intersection of 14600 South.



Since that time, the State of Utah has decided to move the Utah State Prison from its current Draper location to a site near the Salt Lake City Airport. Furthermore, Bluffdale City determined that Porter Rockwell Boulevard will ultimately continue north across 14600 South and through the prison property and connect with Bangerter Highway, passing through the prison property. Therefore, Bluffdale City has agreed to sell SPC the right-of-way purchased from The Aclaime Group that accommodated the Porter Rockwell Boulevard curve and SPC will develop the entire property.

Figure 1 is the Rockwell Ridge Business Park Conceptual Site Plan. The figure at right is the statistical summary from Figure 1. Since the Final Site Plan approval is a separate review, these numbers may be revised in the future.

Table 1, to the right is an enlargement of the Site Plan statistical summary.

| LOT AREAS: | | SQ. FT. / ACRES |
|-------------------------------------|--|---|
| LOT | | 674,354 SQ. FT. / 15.48 ACRES |
| SLOPE AREA (NO IMPROVEMENTS) | | 213,626 SQ. FT. / 4.90 ACRES |
| LOT IMPROVEMENTS AREA | | 460,728 SQ. FT. / 10.58 ACRES |
| BUILDING FOOTPRINT | | 0 SQ. FT. / 0.00 ACRES |
| ASPHALT | | 172,746 SQ. FT. / 3.97 ACRES |
| TOTAL LANDSCAPING | | 66,725 SQ. FT. / 1.53 ACRES |
| PARKING LANDSCAPING | | 0 SQ. FT. / 0.00 ACRES |
| REMAINING LANDSCAPING | | 66,725 SQ. FT. / 1.53 ACRES |
| TOTAL LANDSCAPING (WITH SLOPE AREA) | | 280,351 SQ. FT. / 6.44 ACRES (41.6% PROVIDED) |

NOTE:
1. ALL AREA CALCULATIONS ARE APPROXIMATE AND CAN CHANGE DUE TO CONSTRUCTION TOLERANCES.

| LOT LANDSCAPING AREAS: | | SQ. FT. | CITY REQ'D |
|--------------------------|--|-----------------|---|
| PARKING AREA LANDSCAPING | | 8,036 SQ. FT. | 15 SQ. FT. PER STALL (OR 4,540 SQ. FT. REQ'D) |
| TOTAL LANDSCAPING | | 308,299 SQ. FT. | 66.92% PROVIDED (REQ'D 69,109 SQ. FT.) |

NOTE:
1. PARKING AREA DOES NOT INCLUDE TRUCK MANEUVERING AREA OR LANDSCAPED BUFFER AS DIMENSIONED.
2. LANDSCAPED AREAS DO NOT INCLUDE HARD SURFACE AREAS (WALKWAYS, BIKE RACKS, CURB & GUTTERS).
3. ALL AREA CALCULATIONS ARE APPROXIMATE AND CAN CHANGE DUE TO CONSTRUCTION TOLERANCES.

| LOT PARKING REQUIREMENTS: | | SQ. FT. | CITY REQ'D |
|---------------------------|--|----------------|----------------|
| OFFICE | | 54,000 SQ. FT. | 186.7 (1/300) |
| RETAIL | | 28,500 SQ. FT. | 47.5 (1/600) |
| MANUFACTURING | | 20,000 SQ. FT. | 50.0 (1/400) |
| WAREHOUSE | | 39,590 SQ. FT. | 4.0 (1/10,000) |

| | |
|-------------------|------------------------|
| TOTAL REQUIRED: | 289 (288.2) |
| TOTAL PROVIDED: | 304 (101.33% PROVIDED) |
| ACCESSIBLE SPACES | 8 (7 REQ'D 201 TO 300) |
| BICYCLE SPACES | 32 (18 REQ'D 9999) |

NOTE:
1. ALL AREA CALCULATIONS ARE APPROXIMATE AND CAN CHANGE DUE TO CONSTRUCTION TOLERANCES.

Table 1

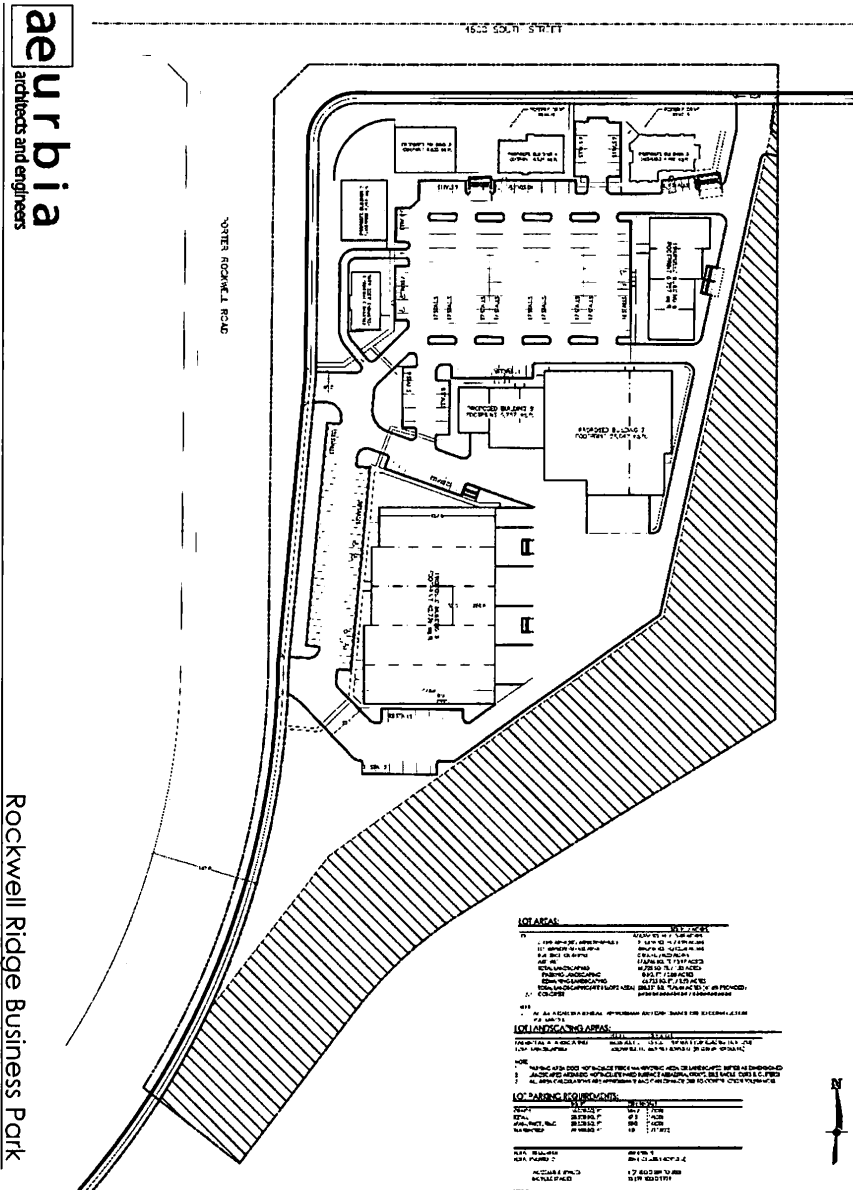


Figure 1 – Conceptual Site Plan

C. PERMITTED USES

Rockwell Ridge Business Park is divided between two areas labeled "A" and "B" on Figure 2 – Permitted Uses. Area A is a retail commercial only area and both the building types and the permitted uses are suitable for a retail commercial center. Area B permits both all the retail commercial uses permitted in Area A and a short list of light industrial uses. The uses permitted in shown in Table 2.

AREA A

COMMERCIAL USES:

| | Approval Required |
|--|----------------------|
| Automotive sales and services (within enclosed building) | P |
| Business services | P |
| Construction sales and services, no outside storage | P |
| Convenience store | P |
| Funeral home | P |
| Gas station | P |
| Hospital | P |
| Hotel | P |
| Loan center | P |
| Medical services | P |
| Office, general | P |
| Personal service and instruction establishments | P |
| Preschool/Daycare center | P |
| Reception center | P |
| Recreation, gym and entertainment (indoor) | P |
| Religious buildings and structures | P |
| Restaurant | P |
| Retail, general | P |
| Trade or technical school | P |
| Veterinary service | P |

AREA B

INDUSTRIAL USES:

| | Approval Required |
|--|----------------------|
| All of the businesses permitted above under the heading "Commercial Uses" | P |
| Commercial and recreational vehicle sales and rental provided no vehicles are stored outside of an enclosed building | P |
| Convention facility | C |
| Laundry services | P |
| Manufacturing, limited | P |
| Wholesale and warehousing (includes major distribution centers) | P |
| Printing shops | P |
| Public or private utilities and maintenance facilities | C |

P = Permitted Use

C = Conditional Use Permit required based upon the requirements of Bluffdale City Code Title 11 Chapter 20.

Table 2

Permitted Uses

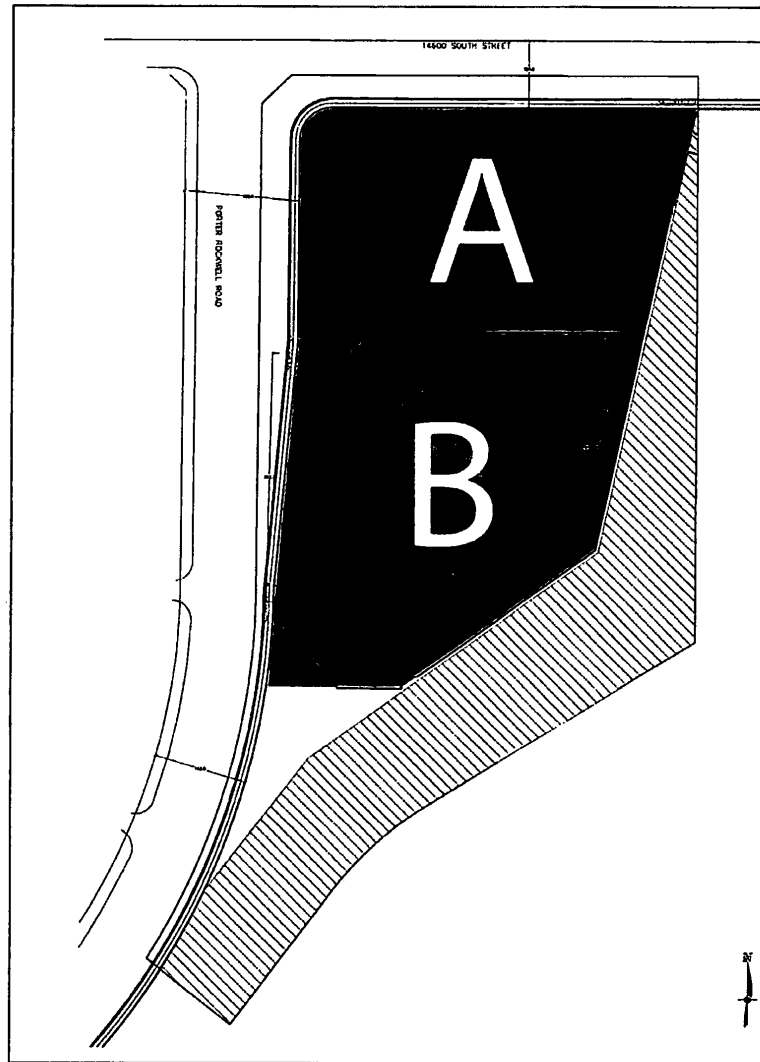


Figure 2

D. DEVELOPMENT STANDARDS

The Conceptual Site Plan proposes a development plan that meets all of requirements of 11-11G-12: Development Requirements and Standards. No additional development standards are required. Site plan approval is required and, based upon compliance with the Development Agreement and Project Plan, may be approved administratively by City Staff.

E. DESIGN GUIDELINES

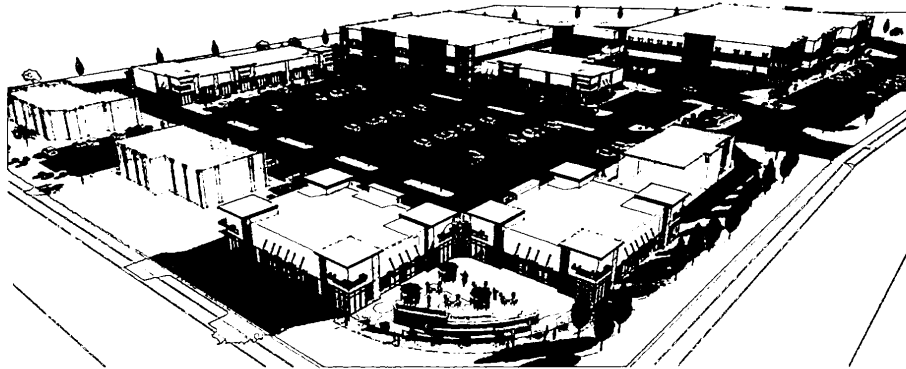
The Rockwell Ridge Business Park Design Guidelines are included to manage the development of the project and ensure that the appearance of buildings, landscaping, parking areas, loading areas and drive aisles and signage reflect the design quality required herein. With review by both The Marketplace Architectural Review Committee (TMARC) and Bluffdale City, as part of the Site Plan Approval, the development of the Rockwell Ridge Business Park will reflect the high quality design wanted by the property owner / user, the neighbors and the community.

a. Architecture

SPC is proposing to develop a Class A retail / business park with high quality buildings designed with multiple architectural features that provide a variety of building appearances. The architectural features include

- glass atrium-like building corner entrances,
- concrete projections, covered entries and capped roof features at interior entrances,
- variable roof lines,
- large expanses of windows and
- use of multiple, complementary color schemes in earthtones.

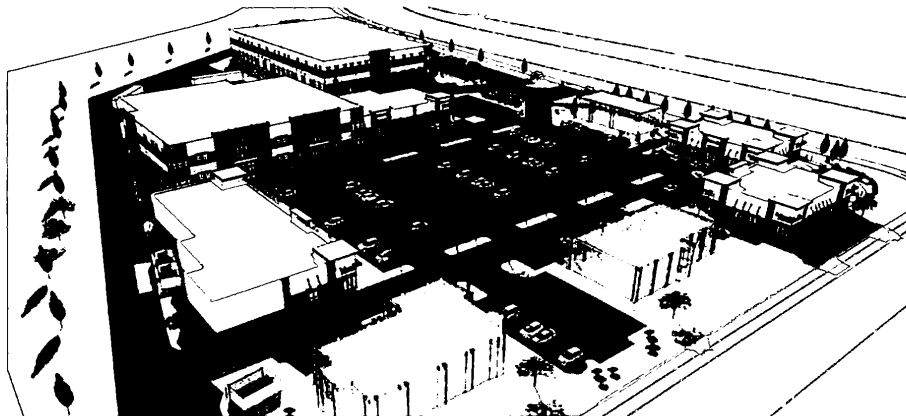
Figures 3 to 12 are illustrations of the buildings to be constructed. The plans are conceptual and subject to change as part of Site Plan Approval.



aeurbia
architects and engineers

ROCKWELL BUSINESS PARK
Boulder, Utah

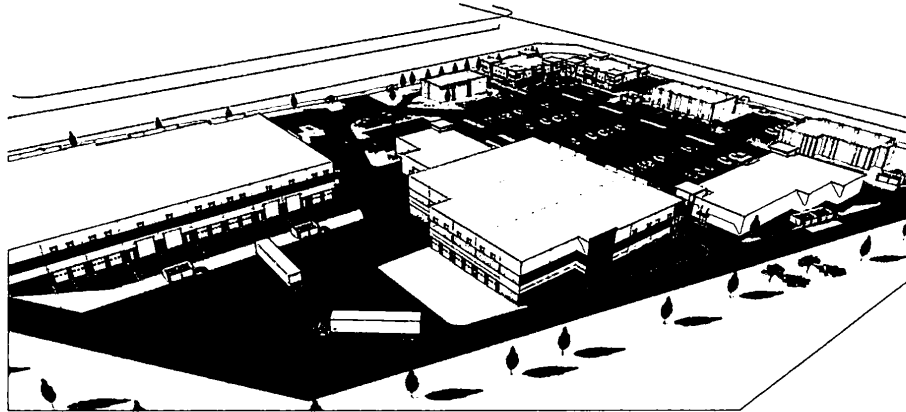
Figure 3



aeurbia
architects and engineers

ROCKWELL BUSINESS PARK
Boulder, Utah

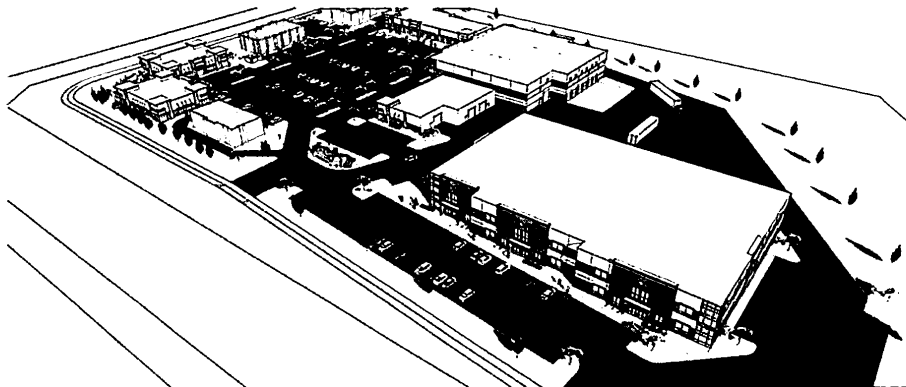
Figure 4



aeurbia
architects and engineers

ROCKWELL BUSINESS PARK
Bluffdale, Utah

Figure 5



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architects and engineers

ROCKWELL BUSINESS PARK
Bluffdale, Utah

Figure 6



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architects and engineers

ROCKWELL BUSINESS PARK
Burrhead, Utah

Figure 7



aeurbia
architects and engineers

ROCKWELL BUSINESS PARK
Burrhead, Utah

Figure 8



aeurbia
architects and engineers

ROCKWELL BUSINESS PARK
Bluffdale, Utah

Figure 9



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architects and engineers

ROCKWELL BUSINESS PARK
Bluffdale, Utah

Figure 10

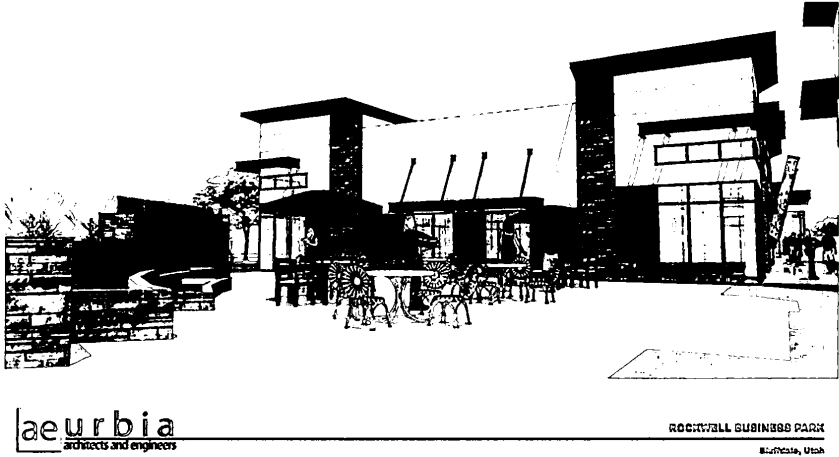


Figure 11



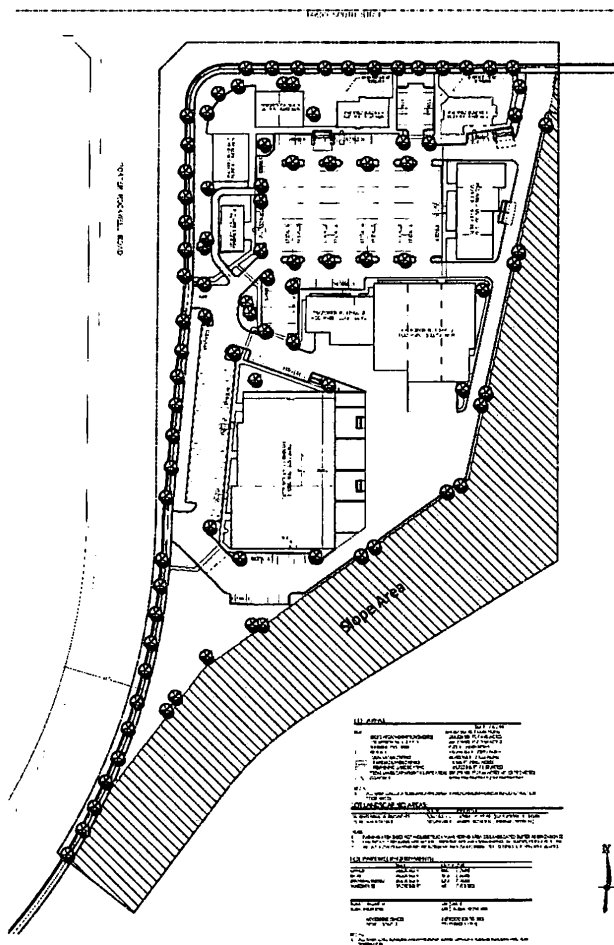
Figure 12

b. Signs

The Rockwell Ridge Business Park will have a comprehensive sign program that includes a monument sign on corner of 14600 South and Porter Rockwell Boulevard, building business park identification signs and wall signs for building tenants. Examples of proposed signage is included on Figures 3 – 12. Figure 14 is a conceptual illustration of the proposed wall signs and monument sign. It includes general sizes, materials and construction. The Site Plan approval will include details of the signs to be constructed.

c. Landscaping

Figure 13 the Concept Landscape Plan. It is a conceptual plan and illustrates the areas to be landscaped. Final design and numbers will be approved with Site Plan approval.



Concept Landscape Plan – Figure 13

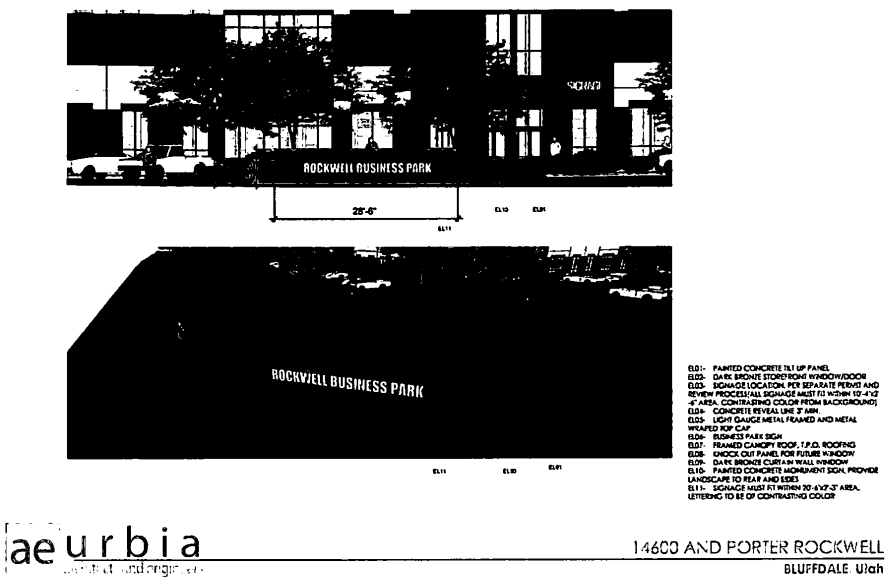
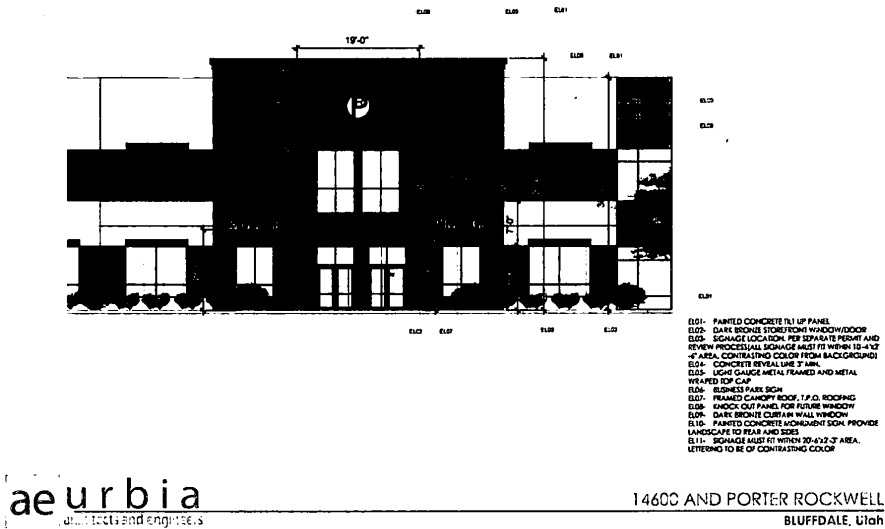


Figure 14

CITY OF BLUFFDALE, UTAH

RESOLUTION No. 2016-61

**A RESOLUTION AUTHORIZING EXECUTION OF AN AMENDED
DEVELOPMENT AGREEMENT WITH SIMPLE PRODUCTS CORPORATION.**

WHEREAS on February 11, 2014, the City of Bluffdale ("City") and BLR Development, Inc., BLC Investment, LLC, L.H. Perry Investments, LLC, and Quest Development Company, LLC, entered into a development agreement with the City of Bluffdale for the Aclaime at Independence (Bland Property/Rockwell Neighborhood) ("Market Place Development Agreement");

WHEREAS Simple Products Corporation ("Developer") has purchased a portion of the Market Place project and now desires to amend the Market Place Development Agreement to accommodate Developer's business, "a light industrial company that has both retail sales and online sales," and the "intended use for the [Developer's property] more closely mirrors a light industrial/mixed use designation rather than a commercial designation";

WHEREAS the parties to the attached Amended Development Agreement for Aclaime at Independence desire to memorialize the terms of the agreement between them; and

WHEREAS the Bluffdale City Council finds that proposed agreement will further the public health, welfare, and safety;

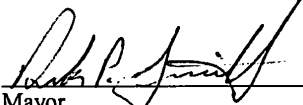
**NOW, THEREFORE, BE IT RESOLVED BY THE BLUFFDALE CITY COUNCIL AS
FOLLOWS:**

Section 1. Authorization to Execute Amended Development Agreement. The City Council hereby authorizes and directs the Mayor to execute the Amended Development Agreement in substantially the same or similar form attached hereto.

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

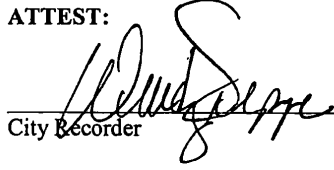
PASSED AND APPROVED: November 16, 2016.

CITY OF BLUFFDALE

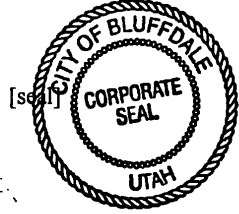


Mayor

ATTEST:



City Recorder



Voting by the City Council:

Yes No

| | | |
|------------------------|---------------|---------------|
| Councilmember Jackson | <u> X </u> | <u> </u> |
| Councilmember Nielsen | <u> X </u> | <u> </u> |
| Councilmember Preece | <u> </u> | <u> X </u> |
| Councilmember Westwood | <u> X </u> | <u> </u> |
| Councilmember Wingate | <u> </u> | <u> X </u> |