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 3/7/2006 2:26:00 PM \$35.00
 Book - 9263 Pg - 6659-6669
 Gary W. Ott
 Recorder, Salt Lake County, UT
 BONNEVILLE SUPERIOR TITLE
 BY: eCASH, DEPUTY - EF 11 P.

WHEN RECORDED, MAIL TO:

Martin K. Banks, Esq.
 Stoel Rives LLP
 201 South Main Street, Suite 1100
 Salt Lake City, UT 84111

106160

DEVELOPMENT AGREEMENT AND
 DECLARATION AND GRANT OF RECIPROCAL EASEMENTS

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into as of the 22 day of February, 2006, by and between SKY PINES OF HOLLADAY HOMEOWNERS ASSOCIATION, INC., a Utah non profit corporation ("Sky Pines"), on behalf of the "Owners" as defined below, and JAR FAMILY INVESTMENT CO., LTD., a Utah limited partnership ("JAR"). Sky Pines, the Owners and JAR are sometimes collectively referred to as the "Parties" and individually as a "Party."

RECITALS:

A. The "Owners", as of the date of this Agreement are set forth below as signatories, and as defined in the Declaration of Condominium of Sky Pines of Holladay Condominiums and in the Bylaws of the Sky Pines of Holladay Homeowners Association, Inc. (together attached hereto as Exhibit "A"), are the owners of certain real property located in Salt Lake County, State of Utah, more particularly described in Exhibit "B" attached hereto (the "Sky Pines Property").

B. JAR is the owner of certain real property located in Salt Lake County, State of Utah, more particularly described in Exhibit "C" attached hereto (the "JAR Property").

C. The Sky Pines Property and the JAR property are adjacent properties located in the City of Holladay.

D. The Parties desire through this Agreement to grant to one another the right to use and to provide for the maintenance of that portion of their respective properties (the "Common Drive") more particularly depicted in the plat attached hereto as Exhibit "D", in accordance with the terms hereof.

E. The Common Drive is a driveway located partially within the Sky Pines Property and partially within the JAR Property and is used by both Parties for ingress and egress to their respective properties.

NOW, THEREFORE, in consideration of the parties' exchange of the grants of easements, covenants, and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties hereby agree as follows:

AGREEMENT:

I. Grant of Easements for Ingress and Egress. Sky Pines hereby grants and conveys to the JAR a perpetual, non-exclusive easement for vehicular and pedestrian ingress and egress, over that portion of the Common Drive owned by Sky Pines for the use and benefit of JAR and JAR's residents, invitees, successors and assigns, over, upon and across the Common Drive, as the area now exists on the Sky Pines Property and as the same may from time to time be repaired, altered or modified. JAR hereby grants and conveys to Sky Pines a non-exclusive easement for vehicular and pedestrian ingress and egress over that portion of the Common Drive owned by JAR for the use and benefit of Sky Pines and Sky Pines' residents, invitees, successors and assigns, over, upon and across the Common Drive, as the area now exists on the JAR Property and as the same may from time to time be repaired, altered or modified.

2. Easements for Utilities. Any Party to this Agreement may use the Common Drive to reasonably locate or relocate public utilities or similar services, including, without limitation, natural gas, electricity, water, sanitary sewer, telephone, cable television, internet access and similar services (collectively, "Utilities") under, upon, over, across and through the Common Drive to service such Party's parcel. The installation or relocation of any Utilities within the Common Drive will be at the sole cost and expense of the requesting Party. Any Party installing or relocating Utilities within the Common Drive shall have such work completed within ninety (90) days and each Party agrees to minimize any interference with the other Party's use of the Common Drive during such time. Each Party agrees to restore the Common Drive to the condition that existed before the new Utilities were installed.

3. Entry Gate. The Parties agree that JAR will be responsible for paying for the initial costs and supervising the installation of a "double fly" automatic entry gate (the "Gate"), as designed by McNeil Engineering and Land Surveying, L.C., to be located at the entrance to the Common Drive.

4. New Pre-Cast Panel Wall and Landscape Strip. The Parties agree that JAR will be responsible for the costs associated with the removal of the existing wood wall located along 2300 East Street and for the installation of a new pre-cast panel wall, of uniform design, along the entire west property line of the Sky Pines Property and the JAR Property, together with the installation of a landscape strip, approximately four and a half feet wide, between the sidewalk and the wall.

5. Shared Mailbox Structure. The Parties agree that JAR will be responsible for the costs associated with and for the supplying and installing of a new, shared mailbox structure to be located at the entryway on the north corner of the Common Drive (as shown on Exhibit "D"), to service the residents of both the Sky Pines Property and the JAR Property.

6. Existing Trees on the North side of the Sky Pines Property. The Parties agree that JAR shall be responsible for the removal and transplanting (if possible) of all of the existing trees located along the north side of the Sky Pines Property line, including a large pine tree, to allow for the widening of the Common Drive as depicted in Exhibit "D".

7. Maintenance. The Parties agree to share in the cost of reasonable maintenance of the Common Drive and the Gate. Given that the JAR Property has six (6) home owners and the Sky Pines Property has five (5) home owners, JAR shall bear fifty-five percent (55%) of the reasonable maintenance costs for the Common Drive and the Gate, and Sky Pines shall bear forty-five percent (45%) of the reasonable maintenance costs for the Common Drive and the Gate; provided however, that, any Party that causes damage to the Common Drive or the Gate shall be responsible to repair such damage. The obligation of the Parties to maintain and keep in repair the Common Drive and the Gate shall, without limiting the generality thereof, include the following:

A. Maintaining and repairing, as necessary, the curb and gutter and the asphalt surfaces at such grades and levels that they may be used and enjoyed as contiguous and homogeneous common area and maintaining the surfaces in a level, smooth and evenly-covered condition with a quality, durable type of surfacing material for such use;

B. Removing all papers, debris, snow, ice, filth and refuse from the area to the extent reasonably necessary to keep the area in a neat, clean and orderly condition; and

C. Placing, operating, keeping in repair, and replacing, as necessary, any necessary or appropriate artificial lighting facilities and striping markers and lines as shall be reasonably as required, as determined by the parties.

The Parties further covenant and agree that the maintenance, repairs and costs associated with all other landscaping, drives, parking, walks and any other improvements located within their respective property boundaries shall be the responsibility of the respective property owners.

8. No Obstructions. Except to the extent necessary, and not to exceed ninety (90) days, for reasonable construction, for repair and maintenance, for traffic regulation and control, or to prevent a public dedication or the accrual of any rights to the public, neither Party shall cause any fence, gate, wall, barricade, or other obstruction, whether temporary or permanent in nature, to be constructed or situated upon the Common Drive which limits or impairs the free and unimpeded use of the rights-of-way and easements granted and confirmed herein, nor shall the Parties in any other way obstruct or interfere with the use of such easement.

9. Not a Public Dedication. The rights herein conveyed are private and are not for the use or benefit of the general public. Nothing herein contained shall be construed or deemed to be a dedication of any easement or right to, or for the use of, the general public.

10. Covenants Run With the Land. The Sky Pines Property and the JAR Property shall be held, transferred, improved, sold, conveyed, used and occupied subject to the rights and restrictions described herein, which rights and restrictions shall be covenants running with each property and enforceable against all subsequent owners thereof.

11. Successors and Assigns. This Agreement shall be binding upon the successors and assigns of the Parties in the ownership or development of any portion of the respective properties. Notwithstanding the foregoing, a purchaser of either property or any portion thereof shall be responsible for performance of the obligations of the Party named herein who owned such property at the time of the execution of this Agreement. The Parties shall be entitled to transfer any portion of their respective properties subject to the terms of this Agreement without the consent or approval of the other Party. In the event of any transfer of all or any portion of a Party's property, the transferee shall be deemed to be a Party under this Agreement for all purposes under this Agreement with respect to that Property (or portion thereof) transferred.

12. JAR Warranty. JAR represents and warrants to Sky Pines that at the time of the execution and delivery of this Agreement, JAR is the sole owner of fee simple title to the JAR Property, and has full right, power, and authority to enter into and perform JAR's obligations under this Agreement.

13. Sky Pines Warranty. Sky Pines represents and warrants to JAR that the undersigned is the duly elected president of Sky Pines and that the signatories below represent all of the Owners of the Sky Pines of Holladay Condominiums at the time of the execution and delivery of this Agreement.

14. Rights Superior. The rights created by this Agreement shall be superior to any deed of trust, mortgage, or lease against the Sky Pines Property and/or the JAR Property.

15. Modification. The provisions of this Agreement may be modified from time to time or terminated at any time by the written agreement of all of the owners of the properties.

16. Term. The covenants, restrictions, rights, terms and provisions of this Agreement are perpetual.

17. Indemnification. The Parties (and each successor owner, respectively) covenant and agree, with respect to their own property, to comply with all laws, rules, regulations and requirements of all public authorities, and to indemnify, defend and hold each other harmless against all claims, demands, loss, damage, liabilities and expenses and all suits, actions and judgments (including but not limited to costs and attorney's fees) arising out of, related to, or caused by a Party's acts or omissions to act, use of, or occupancy of the Common Drive or the Gate or in any way related to any failure to maintain their

respective properties in a safe condition. The Parties (and each successor owner, respectively) shall give prompt and timely notice of any claim made or suit or action commenced which in any way directly or indirectly, contingently or otherwise, affects or might affect the other Party. Each Party shall have the right to participate in the defense of the same to the extent of its own interest.

18. **Default.** If there is a failure by any Party to perform, fulfill or observe any condition contained within this Agreement, continuing for thirty (30) days, or in situations involving potential danger to the health or safety of persons in, on or about or substantial deterioration of the Sky Pines Property or JAR Property, as the case may be, or any portion or any part thereof, in each case after written notice, the other Party may, at its election, cure such failure or breach on behalf of the defaulting Party. Any amount which the Party so electing shall expend for such purpose, or which shall otherwise be due by any Party, shall be paid to the Party to whom due, on demand, without contest, upon delivery of its invoice, together with interest at the lower of (1) the rate of eighteen percent (18%) per annum, or (2) the maximum rate permissible from time to time under applicable law, from the date of the expenditure or the date which it shall have become due to the date of payment in full.

19. **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other, said consent not to be unreasonably withheld.

20. **Applicable Law.** This Agreement shall be construed in accordance with the laws of the State of Utah. This Agreement shall be recorded in the records of the County Recorder of Salt Lake County, Utah.

21. **Notice.** Notice shall be considered given hereunder when given in writing either (i) when delivered in person to the recipient named below, (ii) when delivered during normal business hours to a responsible person at the address indicated below in an envelope or container addressed by name and address to the person indicated below, (iii) three (3) business days after deposit in the United States mail in a sealed envelope or container, either registered or certified mail, return receipt requested, postage prepaid, addressed by name and address to the person to indicated below, or (iv) after being transmitted by facsimile to the person indicated below at the facsimile number indicated below, with machine confirmation of satisfactory transmittal, as follows:

If to JAR, to:

JAR Family Investment Co. Ltd.
4625 So. 2300 E. Suite 201
Salt Lake City, 84117
Attention: Jay Rice
Facsimile: 801.277.2575

And to:

Martin K. Banks, Esq.
STOEL RIVES LLP
201 South Main Street, Suite 1100
Salt Lake City, Utah 84111
Facsimile: 801.578.6999

If to Sky Pines, to:

SKY PINES OF HOLLADAY HOMEOWNERS ASSOCIATION, INC.
2631 East Lockhardt Road
Holladay, Utah 84117
Attention: Edah Shuttleworth
Facsimile: 801.428.2828

or to such other address or addresses as may from time to time hereafter be designated by either party.

22. No Waiver. Acceptance by either Party of any performance less than required hereby shall not be deemed to be a waiver of the rights of such Party to enforce all of the terms and conditions hereof. No waiver of any such right hereunder shall be binding unless reduced to writing and signed by the party to be charged therewith.

23. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and all of which shall together constitute one and the same instrument.

24. Entire Agreement. This Agreement, including the exhibits attached hereto, constitutes the entire agreement between the Parties pertaining to the subject matter contained in this Agreement. All prior and contemporaneous agreements, correspondence, representations and understandings of the Parties, oral or written, relative to the subject matter hereof shall be deemed to be superseded by and merged into this Agreement and shall be of no further force or effect. This Agreement may not be amended or modified except in writing executed by both of the parties hereto.

25. Attorney Fees. In the event of any action to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive its costs and attorney fees.

26. Invalidity of Provision. If any provisions of this Agreement as applied to any Party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permitted by applicable law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of the Agreement as a whole.

27. Authority. The Parties warrant that the signatories below have authority to sign and execute this document on behalf of the entities they represent and that said entities are the proper parties to this Agreement, have duly authorized this Agreement, and that this Agreement is a legally enforceable obligation of such entities.

29. No Joint Venture or Partnership. The provisions of this Agreement are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership or any similar relationship between the parties. This Agreement contains the entire agreement between the parties and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any party.

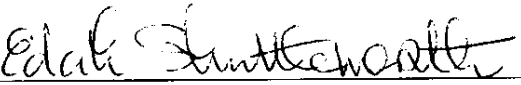
[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

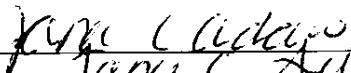
JAR FAMILY INVESTMENT COMPANY, LTD.,
a Utah limited partnership

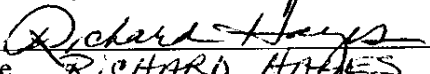
By 
Its GENERAL PARTNER

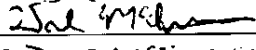
SKY PINES OF HOLLADAY HOMEOWNERS
ASSOCIATION, INC., a Utah non profit corporation

By 
Edah Shuttleworth, President
William Shuttleworth

OWNERS:

By 
Name JANICE C. ADAMS
0322 SKY PINES CRT.

By 
Name RICHARD HAYES
2332 E. Sky Pines Ct.
KC UT 84117

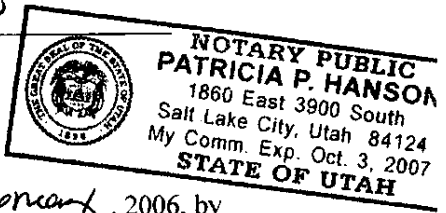
By 
Name DALE MCSWEENEY
2326 SKY PINES CT
HOLLADAY UT 84117

By _____
Name _____

STATE OF Utah)
) : ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 2 day of March, 2006, by Jay R. Rice, the General Partner of JAR FAMILY INVESTMENT CO. LTD., a Utah limited partnership.

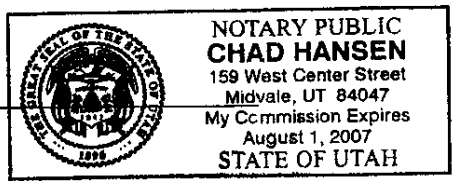
Patricia P. Hanson
NOTARY PUBLIC



STATE OF Utah)
) : ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 22 day of February, 2006, by Edah Shuttleworth, the President of SKY PINES OF HOLLADAY HOMEOWNERS ASSOCIATION, INC., a Utah non profit corporation.

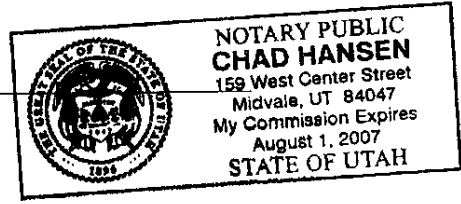
[Signature]
NOTARY PUBLIC



STATE OF Utah)
) : ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 22 day of February, 2006, by Richard Scott Hayes, a Unit Owner of SKY PINES OF HOLLADAY CONDOMINIUMS.

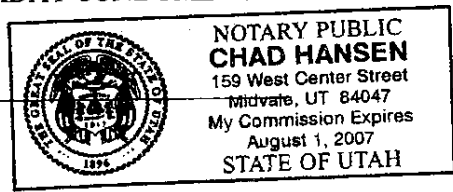
[Signature]
NOTARY PUBLIC



STATE OF Utah)
) : ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 22 day of February, 2006, by Dale McIntosh, a Unit Owner of SKY PINES OF HOLLADAY CONDOMINIUMS.

[Signature]
NOTARY PUBLIC



STATE OF Utah)
) : ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 23 day of Feb, 2006, by Jana C Adams, a Unit Owner of SKY PINES OF HOLLADAY CONDOMINIUMS.

Dean M. Corbett
NOTARY PUBLIC

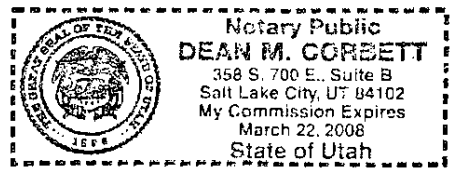


Exhibit A

~~7176811~~

7176811
12/03/98 12:01 PM 94.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
SPECTRUM DEVELOPMENT
3939 S WASATCH BLVD
SLC UT 84124
REC BY:V VEGA DEPUTY - WI

DECLARATION OF CONDOMINIUM
OF
SKY PINES OF HOLLADAY CONDOMINIUMS

~~BK 9263 PG 6666~~

EXHIBIT B

DESCRIPTION OF THE SKY PINES ENTRANCE PARCEL

(ENTRANCE - SOUTH PARCEL)

BEGINNING AT A POINT ON THE EASTERLY LINE OF 2300 EAST STREET, SAID POINT BEING THE NORTHWEST CORNER OF SKY PINES OF HOLLADAY CONDOMINIUM AS FILED IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, SAID POINT BEING SOUTH 0°52'00" WEST 994.078 FEET AND SOUTH 89°08'00" EAST 40.00 FEET AND NORTH 0°52'00" EAST 90.47 FEET FROM THE MONUMENT AT THE INTERSECTION OF 4500 SOUTH STREET AND 2300 EAST STREET, AND RUNNING THENCE NORTH 86°30'00" EAST 192.64 FEET; THENCE SOUTH 03°30'00" EAST 22.17 FEET; THENCE SOUTH 86°30'00" WEST 171.95 FEET; THENCE SOUTH 68°19'58" WEST 23.81 FEET TO SAID EASTERLY LINE OF 2300 EAST STREET, THENCE NORTH 0°52'00" EAST 29.68 FEET TO THE POINT OF BEGINNING.

22-03-404-020 + 22-03-0404-021

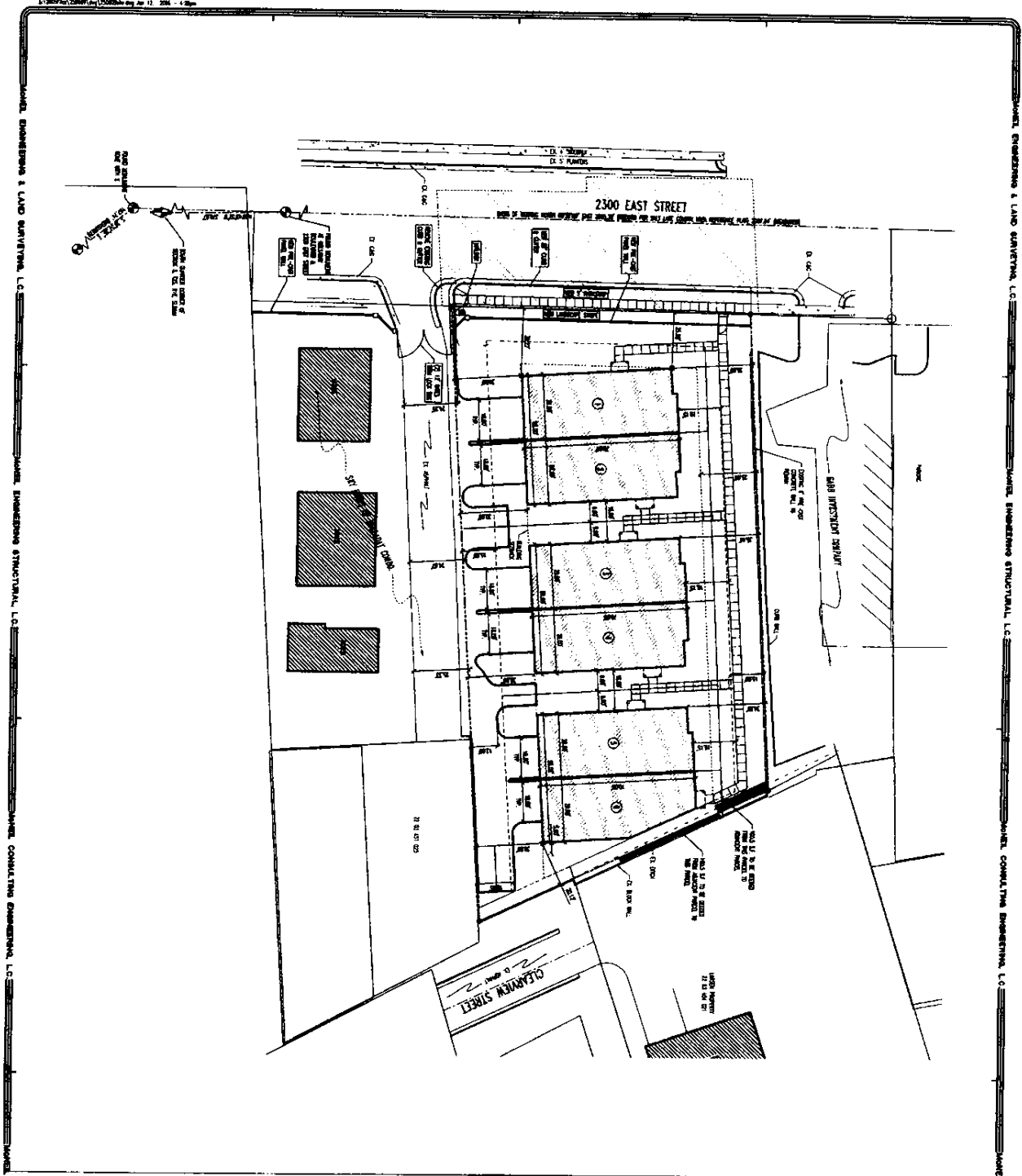
EXHIBIT C

DESCRIPTION OF THE JAR ENTRANCE PARCEL

(ENTRANCE – NORTH PARCEL)

BEGINNING AT A POINT ON THE EASTERLY LINE OF 2300 EAST STREET, SAID POINT BEING THE NORTHWEST CORNER OF SKY PINES OF HOLLADAY CONDOMINIUM AS FILED IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, SAID POINT BEING SOUTH 0°52'00" WEST 994.078 FEET AND SOUTH 89°08'00" EAST 40.00 FEET AND NORTH 0°52'00" EAST 90.47 FEET FROM THE MONUMENT AT THE INTERSECTION OF 4500 SOUTH STREET AND 2300 EAST STREET AND RUNNING THENCE NORTH 0°52'00" EAST 4.17 FEET; THENCE NORTH 86°52'58" EAST 192.34 FEET; THENCE SOUTH 03°07'02" EAST 2.87 FEET; THENCE SOUTH 86°30'00" WEST 192.64 FEET TO THE POINT OF BEGINNING.

Exhibit D



GENERAL NOTES:

- ALL DIMENSIONS ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
- SEE PROJECT'S SITE PLAN FOR ADDITIONAL INFORMATION.
- SEE LANDSCAPE PLAN FOR IRRIGATION AND PLANTING.
- ALL WORK TO COMPLY WITH ORDINANCE CHAPTERS 200B AND 200C, AND ALL APPLICABLE CODES AND ORDINANCES.
- ALL UTILITIES AND CONDUITS ARE TO BE SHOWN AND IDENTIFIED.

FIELD NOTES:

FIELD NOTES AND/OR COMMENTS ARE FOLLOWING FOR THE PROVISIONS CHECKED OR REFERENCED AND THE DETAILS NOTED AND AS SHOWN ON THE CONSTRUCTION DRAWINGS:

1. SHOWN WITH EXISTING SIDEWALK WITH CONCRETE CURB FOR SIDEWALK TO NEW SIDEWALK.
2. CONCRETE SIDEWALK WITH CONCRETE CURB FOR SIDEWALK TO NEW SIDEWALK.
3. AT CONCRETE CURB AND GUTTER, SEE DETAIL, SEE SHEET C1.01.
4. NEW CONCRETE SIDE WALK, SEE PLAN, SEE SHEET C1.01.
5. NEW SIDEWALK TO NEW SIDEWALK.
6. NEW SIDEWALK TO NEW SIDEWALK.
7. NEW SIDEWALK TO NEW SIDEWALK.
8. NEW SIDEWALK TO NEW SIDEWALK.

SCALE: 1" = 20'

North Arrow

DATE	BY	REVISION
10/15/2011	JAY RICE	ISSUED FOR PERMIT
10/15/2011	JAY RICE	ISSUED FOR PERMIT
10/15/2011	JAY RICE	ISSUED FOR PERMIT

McNEIL ENGINEERING AND LAND SURVEYING
 PROFESSIONAL CIVIL ENGINEERING & LAND SURVEYING SERVICES
 4005 SOUTH 800 EAST MIDVALE, UTAH 84047
 TEL: (801) 254-7700 FAX: (801) 254-8001
 EMAIL: info@mcneileng.com WEB: www.mcneileng.com

GARDEN VILLAGE JAY RICE
 4567 SOUTH 2300 EAST
 MIDVALE, UTAH
 LOCATED IN THE SOUTHWEST 1/4 OF SECTION 1, T.2.S., R.1.E., SUBM

Call Dps
 THE COMPANY SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES AND CONDUITS AND SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND CONDUITS.