

WHEN RECORDED, MAIL TO:  
David H. Shawcroft, Esq.  
Deputy County Attorney  
Civil Division  
Office of the Utah County Attorney  
100 East Center Street, Suite 2100  
Provo, UT 84606

ENT 60950 BK 5097 PG 594  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
1999 May 26 3:05 pm FEE 33.00 BY SS  
RECORDED FOR UTAH COUNTY ATTORNEY

Space Above for Recorder's Use Only

**MAINTENANCE AND OPEN SPACE PRESERVATION AGREEMENT**

**THIS AGREEMENT** is made and entered into by and between the undersigned owners, herein collectively referred to as the "Owner," and Utah County, herein referred to as the "County."

WHEREAS, the Owner owns certain real property in the unincorporated area of Utah County, more particularly described in Sundance Recreational Resort Plat "A" Amended (8); and

WHEREAS, Owner is desirous of superseding Sundance Recreational Resort Plat "A" Amended (9) with Sundance Recreational Resort Plat "A" Amended (10) (herein referred to as the "development") in conformity with the ordinances of the County, and also desires to continue to provide for the benefit of owners within Sundance Recreational Resort certain open spaces; and

WHEREAS, it is necessary and proper in connection with said development that an agreement be entered into between the Owner and Utah County for the purpose of guaranteeing the integrity, proper management and upkeep of the development; now, therefore,

IN CONSIDERATION of the necessary approval, consents and authorizations to be given by the County for the purpose of allowing the Owner to modify and continue to operate said development, and for the purpose of complying with the ordinances of the County in such cases made and provided, the Owner covenants and agrees with the County, as follows:

1. The County shall have no obligation to construct or provide capital improvements or extended services for said development which are not common to the entire county and which are not provided on a county-wide basis to developments of this type. The County shall have the right, however, to enter upon the premises of the development for inspection and for enforcement of all applicable laws, ordinances, rules, regulations, agreements and covenants relating to the development, the operation of the development, the construction of improvements and their maintenance within the development, and the furnishing of all necessary services for the development.

2. The Owner agrees to continue to provide at its expense the following improvements for said development:

- (a) Open spaces as required by Utah County Ordinances.
- (b) All roadways, with necessary appurtenances, to equal or exceed Utah County standards.
- (c) A culinary water system supplying water to each lot to equal or exceed Utah County standards.
- (d) Fire protection facilities to equal or exceed Utah State and Utah County standards.
- (e) Drainage facilities to equal or exceed Utah County standards.
- (f) Domestic sewage disposal facilities to equal or exceed Utah County standards.

Owner agrees that all construction in the development shall continue to conform to the plans of said development and the documentation submitted to and approved by the County, and also to the requirement of all applicable laws, ordinances, rules and regulations promulgated by governmental authorities having jurisdiction.

3. Wherever in this agreement the County is referred to, it is understood that the reference is to the appropriate board, commission, department or persons to whom authority shall have been delegated by law or ordinance or appropriate action of the board of county commissioners and where so such delegation has been or can lawfully be made, the reference is to the board of county commissioners.

4. Upon execution of this agreement by the parties hereto, the following agreements and each of them shall be amended, completely restated, merged into and entirely superseded by this agreement: (a) Maintenance Agreement dated June 7, 1983, executed by and between C. Robert Redford, Owner, and Utah County, pertaining to Sundance Recreational Resort Plat "A", recorded August 10, 1983 as Entry No. 23973 in Book 2069, Page 736 in the Office of the Recorder of Utah County, Utah; (b) Maintenance Agreement dated March 12, 1985, executed by and between C. Robert Redford, Owner, and Utah County, pertaining to Sundance Recreational Resort Revised Plat "A", recorded March 20, 1985 as Entry No. 7336 in Book 2234, Page 212 in the Office of the Recorder, Utah County, Utah; (c) Maintenance Agreement dated July 10, 1985, executed by and between C. Robert Redford, Owner, and Utah County, pertaining to Sundance Recreational Resort Plat "A" Amended (II), recorded August 1, 1985 as Entry No. 21713 in Book 2235, Page 404 in the Office of the Recorder, Utah County, Utah; (d)

Maintenance Agreement dated June 25, 1986, executed by and between Sundance Development Corporation, Owner, and Utah County, pertaining to Sundance Recreational Resort Plat "A" Amended (3), recorded June 25, 1986 as Entry No. 20004 in Book 2316, Page 11 in the Office of the Recorder, Utah County, Utah; (e) Maintenance Agreement dated September 14, 1988, executed by and between Sundance Development Corporation, Owner, and Utah County, pertaining to Sundance Recreational Resort Plat "A" Amended (4), recorded September 16, 1988 as Entry No. 27754 in Book 2542, Page 803 in the Office of the Recorder, Utah County, Utah; (f) Maintenance and Open Space Preservation Agreement dated November 8, 1991, executed by Sundance Development Corporation, Charles Robert Redford, Jr., Trustee, and Sundance Institute, as Owner, and Utah County, pertaining to Sundance Recreational Resort Plat "A" Amended (5), recorded November 10, 1991 as Entry No. 46037 in Book 2857, Page 438 in the Office of the Recorder, Utah County, Utah; and (g) Maintenance and Open Space Preservation Agreement dated December 16, 1992, executed by Sundance Development Corporation, Sundance Village Partners Limited, Charles Robert Redford, Jr., as Managing Trustee of the Redford Revokable Trust of 1986, Charles Robert Redford, Jr., as Trustee of the Robert Redford 1970 Trust, Charles Robert Redford, Jr., individually, and Sundance Institute, as Owner, and Utah County, pertaining to Sundance Recreational Resort Plat "A" Amended (6), recorded January 22, 1993 as Entry No. 3763 in Book 3075, Page 625 in the Office of the Recorder, Utah County, Utah, and rerecorded January 27, 1993 as Entry No. 4530 in Book 3077, Page 441 in the Office of the Recorder, Utah County, Utah.

5. This agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties to this agreement have caused the same to be executed by their proper officers thereunto duly authorized this 11 day of June 1998.

**SUNDANCE DEVELOPMENT CORPORATION**  
A Utah Corporation

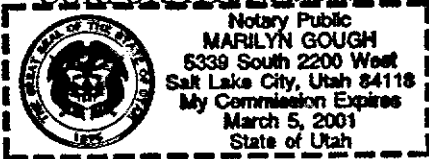
By



Mike L. Washburn, Chief Financial Officer

STATE OF UTAH )  
 : ss.  
COUNTY OF SL )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of June 1998, by **MIKE L. WASHBURN**, Chief Financial Officer of **SUNDANCE DEVELOPMENT CORPORATION**, a Utah Corporation.



Marilyn Gough  
NOTARY PUBLIC  
Residing at: SL

My Commission Expires:  
3/5/01

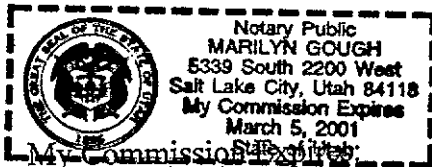
**SUNDANCE VILLAGE PARTNERS LIMITED,**  
A Utah limited partnership

By: **THE SUNDANCE GROUP, INC.,**  
a Utah corporation, General Partner

By [Signature]  
Mike L. Washburn, Chief Financial Officer

STATE OF UTAH )  
 : ss.  
COUNTY OF SL )

The foregoing instrument was acknowledged before me this the 11<sup>th</sup> day of June, 1998 by **MIKE L. WASHBURN**, Chief Financial Officer of **THE SUNDANCE GROUP, INC.**, a Utah corporation, which corporation is the General Partner of **SUNDANCE VILLAGE PARTNERS LIMITED**, a Utah limited partnership.



Marilyn Gough  
NOTARY PUBLIC  
Residing at: SL

My Commission Expires:  
3/5/01

SUNDANCE INSTITUTE, a Utah nonprofit corporation

By [Signature]  
~~Gary M. Beer, President~~  
Charles Robert Redford, Jr.

STATE OF UTAH )  
 )  
 ) : ss.  
COUNTY OF Utah )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_  
1998, by ~~GARY M. BEER~~, President of SUNDANCE INSTITUTE, a Utah nonprofit  
corporation. Charles Robert Redford, Jr.

[Signature]  
NOTARY PUBLIC  
Residing at: Sundance

My Commission Expires:  
11/2/00



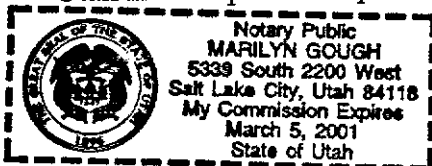
SUNDANCE PARTNERS, LTD.  
a Utah limited partnership

By: THE SUNDANCE GROUP, INC.,  
a Utah corporation, General Partner

By [Signature]  
Mike L. Washburn, Chief Financial Officer

STATE OF UTAH )  
 )  
 ) : ss.  
COUNTY OF SL )

The foregoing instrument was acknowledged before me this 11th day of June,  
1998, by MIKE L. WASHBURN, Chief Financial Officer of THE SUNDANCE GROUP, INC.,  
a Utah corporation, which corporation is a General Partner of SUNDANCE PARTNERS, LTD, a  
Utah limited partnership.



My Commission Expires:  
3/5/01

[Signature]  
NOTARY PUBLIC  
Residing at: SL

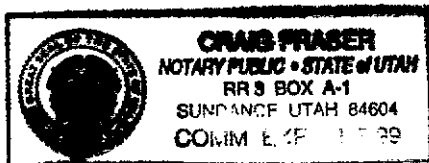
*[Signature]*  
**CHARLES ROBERT REDFORD, JR., AS TRUSTEE  
OF THE ROBERT REDFORD 1970 TRUST**

STATE OF UTAH )  
  : SS.  
COUNTY OF Utah )

The foregoing instrument was acknowledged before me this 23 day of June, 1998, by **CHARLES ROBERT REDFORD, JR., AS TRUSTEE OF THE ROBERT REDFORD 1970 TRUST.**

*[Signature]*  
NOTARY PUBLIC  
Residing at: Sundance

My Commission Expires: 11/7/99



*[Signature]*  
**CHARLES ROBERT REDFORD, JR.,** an individual,  
a.k.a. **CHARLES ROBERT REDFORD, C. ROBERT  
REDFORD AND ROBERT REDFORD**

STATE OF UTAH )  
  : SS.  
COUNTY OF Utah )

The foregoing instrument was acknowledged before me this 23 day of June, 1998, by **CHARLES ROBERT REDFORD, JR.,** an individual, also known as **CHARLES ROBERT REDFORD, C. ROBERT REDFORD AND ROBERT REDFORD.**

*[Signature]*  
NOTARY PUBLIC  
Residing at: Sundance



My Commission Expires: 11/7/99  
1998

UTAH COUNTY

ATTEST:

Carl K. Kuhl  
County Clerk

By Jerry D. Crowe  
Chairman of the Board of County Commissioners

STATE OF UTAH )  
: ss.  
COUNTY OF Utah )

~~1998~~ <sup>1999</sup> The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of May, by Jerry D. Crowe, Chairman of the Board of County Commissioners of UTAH COUNTY.

Linda Strickland  
NOTARY PUBLIC  
Residing at: Bluffdale, Ut

My Commission Expires:  
12/23/99

