

SSD
Box 3122
PC

AGREEMENT

THIS AGREEMENT is made as of the 25th day of June, 1982, by and between SILVER SPRINGS HOMEOWNER'S ASSOCIATION, a Utah nonprofit corporation, hereinafter referred to as "Association," RDF ASSOCIATES, INC., a Utah corporation, hereinafter referred to as "Developer," and SUMMIT COUNTY, hereinafter referred to as "County."

R E C I T A L S:

A. Developer is the successor in interest to SSD Partnership, and is in the process of completing platting and development of the Silver Springs Subdivision located in Summit County, Utah.

B. Association was formed to manage and maintain the common areas and improvements at the Silver Springs Subdivision.

C. County desires to clarify the responsibility for maintaining the the underdrain system at Silver Springs Subdivision, Phases 1A and 1B.

D. Until such question is clarified, County will not release the bond posted by Developer for the underdrain system; and Developer will not be able to complete the improvements in the remaining portion of the Silver Springs Subdivision.

E. It is in the best interests of Association that Developer complete the improvements in the Silver Springs Subdivision.

NOW THEREFORE, in consideration of their mutual promises and covenants set forth hereinafter, the parties agree as follows:

Entry No.	153367	Book	M225
RECORDED	7-6-82	at	4:55 M Page 191-3
REQUEST of	S.S.D.		
FEE	WANDA Y. SPRIGGS, SUMMIT CO. RECORDER		
\$	6.00	By	Wanda Y. Spriggs
INDEXED		ABSTRACT	

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To Winder + Davis
7-2-85
600

1. Responsibility. Association hereby acknowledges and agrees that Association is and shall be solely responsible for maintaining the underdrain system in Silver Springs Subdivision Phases 1A and 1B, and such future phases phases of such Subdivision as may be approved by County hereafter.

2. Amendment to Covenants. Developer agrees to amend the Declaration of Covenants, Conditions and Restrictions of Silver Springs Development Subdivision to clarify the responsibility for maintaining the underdrain system. Developer further agrees that any similar Declaration of Covenants, Conditions and Restrictions filed for future Phases will clearly provide that Association is responsible for maintaining the underdrain system.

3. Release. Subject to any other conditions of such bond, County hereby agrees to release \$150,000.00-- of the escrow being held by American Savings & Loan Association, which represents that portion of the bond designated for completion of the underdrain system in Phases 1A and 1B.

4. Binding. This Agreement shall be binding upon the parties hereto and upon their successors and assigns.

5. Authority. The persons signing this Agreement hereby acknowledge that they have been duly authorized to execute this Agreement in behalf of the respective parties hereto.

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*Everything was released
except \$5,000.00 7-6-82*

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

ASSOCIATION:

SILVER SPRINGS HOMEOWNER'S ASSOCIATION

BY: [Signature]
Its: President

STATE OF UTAH)
: ss.
COUNTY OF SUMMIT)

On the 28th day of June, 1982, before me personally appeared Raymond D. Fry and acknowledged that he did execute the same for said Silver Springs Homeowner's Association

Residing At: Summit County, Utah [Signature]
My Commission Expires: May 24, 1983 NOTARY PUBLIC

DEVELOPER:

RDF ASSOCIATES, INC.

BY: [Signature]
Its: President

STATE OF UTAH)
: ss.
COUNTY OF SUMMIT)

On the 28th day of June, 1982, before me personally appeared Raymond D. Fry and acknowledged that he did execute the same for said RDF Associates, Inc.

Residing At: Summit County, Utah [Signature]
My Commission Expires: May 24, 1983 NOTARY PUBLIC

COUNTY:

SUMMIT COUNTY

BY: Bill Wallin
Its: CHAIRMAN

STATE OF UTAH)
: ss.
COUNTY OF SUMMIT)

On the 6th day of July, 1982, before me personally appeared Bill Wallin and acknowledged that he did execute the same for said Summit County

Residing At: Cosville, ut. [Signature]
My Commission Expires: Jan 1-1983 NOTARY PUBLIC