

AGREEMENT PERTAINING TO PROPERTY AT

885 North 900 East

known as

THE SQUIRE

ENT 25714 BK 2624 PG 106
NINA B REID UTAH CO RECORDER BY MR
1989 SEP 1 10:40 AM FEE .00
RECORDED FOR PROVO CITY

THIS AGREEMENT made and entered into this day of August,
1989, by and between PROVO CITY CORPORATION, hereinafter referred to
as the "City" acting through its Community Development Department, and
Verl Jensen, acting for and on behalf of The Squire

WITNESSETH:

THAT WHEREAS, the City desires the owner to maintain sufficient
parking spaces for tenants having vehicles in compliance with the
standards under which the property located at 885 North 900 East
known as The Squire was approved by the Planning
Commission on March 16, 1988, included 11 parking
spaces to be available for the tenants of The Squire.

I, Verl Jensen, do agree to monitor and restrict,
by contractual controls, the number of vehicles parked or stored by
tenants of The Squire. All contracts shall have
a clause specifying that tenants will not at any time park a vehicle
on the premises while they are tenants of The Squire
unless initially authorized.

The above-mentioned complex has 11 on-site parking spaces. As of
August, 1989, and continuing thereafter, there shall be
no more than 11 vehicles parked or stored at this location.

I do also agree to monitor and restrict, by contractual control, the
number of tenants to 4 persons occupying each unit. I understand
that it is the responsibility of the Management to enforce this
provision upon knowledge of a violation or to investigate and correct
a suspected violation.

I accept full responsibility to enforce these provisions of the
tenant contracts and understand that should I fail to do so, Provo City
can and will consider noncompliance with either provision a violation
of the Provo City Zoning Ordinance and will take the necessary legal
action including, but not limited to, the restriction of the number of
vehicles parked on the premises and/or the reduction of tenants
occupying this complex. I also agree to provide reasonable information
regarding occupancy and parking at The Squire upon
request from Provo City.

I recognize that this agreement is a covenant running with the land. I hereby agree and understand this agreement binds myself, my heirs, assignees and any persons or subsequent purchasers owning or operating
The Squire

This contract will be renegotiated in one year from the recording date of this document. If the City has received any complaints regarding occupancy and parking at that time, the owner agrees to reduce the occupancy of these units to two (2) persons per unit and record a new contract with the limitation of two (2) persons per unit.

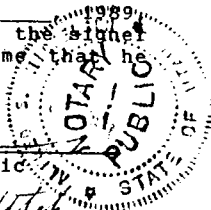
Having read the foregoing and agreeing thereto, I sign this agreement this 7th day of August, 1989.

Veel Jensen
577 38-1014

STATE OF UTAH)
) ss
County of Utah)

On this 7th day of August, 1989, personally appeared before me, Veel Jensen, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

Alfred A. Mitchell
Notary Public
Residing at P.O., Utah



My Commission Expires:
7-21-92

PROPERTY DESCRIPTION
 PROVO, UTAH
 8-9-89

Commencing at a point on the back of the sidewalk on the South side of 900 North Street, said point being located North 89°17'37" East along the section line 999.88 feet and South 305.18 feet from the North one-quarter corner of Section 6, Township 7 South, Range 3 East, Salt Lake Base and Meridian; thence North 89°54'51" East along said back of sidewalk 77.04 feet to a point of curvature; thence along the arc of a 15.00 foot radius curve to the right 23.72 feet (chord bears South 44°47'02" East 21.33 feet); thence South 0°31'05" West along the back of the sidewalk on the West side of 900 East Street 78.52 feet to an iron pin; thence North 89°53'22" West 91.83 feet to an iron pin; thence North 0°17'37" East 93.36 feet to an iron pin on the back of the sidewalk on the South side of 900 North Street and the point of beginning.

AREA = 0.196 ACRES