

PARKING CONTRACT

Pertaining To Property Located At

650 North, 672 North and 680 North 500 West Provo, Utah 84601
(Known As) Parkside Apartments, Phases I and II.

THIS AGREEMENT made and entered into this 18th Day of October, 19 96
by and between PROVO CITY CORPORATION, hereinafter referred to as the CITY, acting through its Community
Development Department, and N. Gregory Soter, General Partner, acting for and in behalf of
the N. Gregory Soter Family Limited Partnership, hereinafter referred to as APPLICANT

WITNESSETH:

RANDALL A. COVINGTON
UTAH COUNTY RECORDER
1996 Nov 13 11:31 am FEE 0.00 BY BLT
RECORDED FOR PROVO CITY

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 650/672/680 N. 500 W., known as
Parkside Apartments, was approved by the Provo City Planning Commission on
March 10, 19 93, included a requirement that 79 (seventy nine) parking spaces must
be available for the tenants of Parkside Apartments, Phases I and II.

APPLICANT agrees to monitor and restrict by contractual controls the number of vehicles parked or stored by
tenants of Parkside Apartments. 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 Parkside Apartments
unless they are initially and specifically authorized to do so. Further, all contracts shall include a statement that
public streets are not to be used for parking purposes, except within the time allowances and under the
circumstances permitted by pertinent laws and ordinances.

The above mentioned complex has seventy nine (79) on-site parking spaces. As of the date this
Contract is executed and continuing thereafter, there shall be no more than seventy nine (79)
vehicles parked or stored at this location.

APPLICANT also agrees to monitor and restrict, by contractual control, the number of tenants who are of legal
driving age, to two (2) 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 of this occupancy restriction.

APPLICANT accepts full responsibility to enforce these provisions of the tenant contracts and understand that
should s/he fail to do so, 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.

APPLICANT also agrees to provide reasonable information regarding occupancy and parking at the Project
herein named upon request from Provo City representatives.

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APPLICANT recognizes that this Agreement is a covenant running with the land. APPLICANT further agrees and understands this agreement binds him/her, heirs, assignees, and any persons or subsequent purchasers owning or operating the Project known as Parkside Apartments Phases I and II,

Having read the foregoing and agreeing thereto, I hereby execute this Agreement this 18th Day of October, 19 96.

APPLICANT

Title: General Partner, The N. Gregory Soter Family Limited Partnership
By (Print Name): N. Gregory Soter

Signature: [Handwritten Signature]
(Signature must be notarized, as applicable, on page Three of this document.)

ENT 92007 BK 4119 PG 41

Date Signed: October 18, 1996

PROVO CITY

ATTEST:

**MAYOR, Or
CHIEF ADMINISTRATIVE OFFICER**

CITY RECORDER

(Print Name): _____

(Print Name): Marilyn T. Perry

Signature: [Handwritten Signature]

Signature: [Handwritten Signature]

Date Signed: _____

Date Signed: 11-9-96

APPROVED BY DEPARTMENT DIRECTOR:

(Print Name): Leland A Gamette [Handwritten Signature]

Department: COO

Date Signed: 5 NOV 96



APPLICANT NOTARY - Use Appropriate Acknowledgment

(Complete only if APPLICANT is an Individual)

STATE OF _____)
COUNTY OF _____) ss.

On this ____ Day of _____, 19 __, personally appeared before me, _____, the signer(s) of the foregoing instrument, who duly acknowledged to me that s/he executed the same.

NOTARY PUBLIC

(Print Name): _____ My Commission Expires: _____

Signature: _____ Residing in _____ County.

(Complete only if APPLICANT is a Partnership)

STATE OF Utah)
COUNTY OF Utah) ss.

ENT 92007 BK 4119 PG 42

On this 18th Day of October, 19 96, personally appeared before me, N. Gregory Soter, who being by me duly sworn did say that s/he is the general partner Of the N. Gregory Soter Family Ltd P'ship, a partnership, and that the foregoing instrument was signed in behalf of said partnership after a lawful meeting held or by authority of its by-laws and signed in behalf of said partnership.

NOTARY PUBLIC



RUTH ANN ELDRIDGE
NOTARY PUBLIC - STATE of UTAH
111 NORTH 200 WEST
PROVO, UT 84601
COMM. EXP. 10-26-1997

(Print Name): Ruth Ann Eldredge My Commission Expires: 10-26-97

Signature: Ruth Ann Eldredge Residing in Utah County.

(Complete only if APPLICANT is a Corporation)

STATE OF _____)
COUNTY OF _____) ss.

On this ____ Day of _____, 19 __, personally appeared before me, _____, who being by me duly sworn did say that s/he is the _____ Of _____, a Corporation, and that the foregoing instrument was signed in behalf of said Corporation by authority of its Board of Directors, and s/he acknowledged to me that said Corporation executed the same.

NOTARY PUBLIC

(Print Name): _____ My Commission Expires: _____

Signature: _____ Residing in _____ County.

(ATTACHED SCHEDULE A:)

The following described tract of land situated in Utah County, State of Utah:

PARCEL #1:

Commencing at a point which is South 1330.643 feet and West 167.669 feet from the North one-quarter corner of Section 1, Township 7 South, Range 2 East, Salt Lake Base and Meridian (basis of bearing is the State Plane Coordinate System); thence South $89^{\circ} 48' 36''$ East 111.38 feet; thence South $0^{\circ} 58' 27''$ West along the West line of North Park Subdivision 109.00 feet to a point on the North line of Sowiatt Park; thence along the North line of Sowiatt Park North $89^{\circ} 57' 46''$ West 239.06 feet to a point on the East line of 500 West Street, Provo, Utah; thence along the East line of said street North $0^{\circ} 18' 45''$ East 81.64 feet; thence South $89^{\circ} 41' 15''$ East 129.00 feet; thence North $00^{\circ} 11' 24''$ East 28.27 feet to the point of beginning.