

# PARKING CONTRACT

## Pertaining To Property Located At

1900 North Canyon Road

(Known As) Timpanogos Gateway Condominiums

ENT 60932:2006 PG 1 of 4  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2006 May 17 1:42 pm FEE 0.00 BY SB  
RECORDED FOR PROVO CITY CORPORATION

**THIS AGREEMENT** made and entered into this 6th Day of April, 20 06, by and between PROVO CITY CORPORATION, hereinafter referred to as the CITY, acting through its Community Development Department, and Greg Moffit, acting for and in behalf of Castlewood Development, hereinafter referred to as APPLICANT.

### 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 1900 North Canyon, known as Timpanogos Gateway Condominiums, was approved by the Provo City Planning Commission on March, 20 05, included a requirement that 171 (3 per unit) parking spaces must be available for the tenants of Timpanogos Gateway Condominiums and an additional 28 spaces shall be available for visitor and handicap parking.

APPLICANT agrees to monitor and restrict by contractual controls the number of vehicles parked or stored by tenants of Timpanogos Gateway Condominiums. 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 Timpanogos Gateway Condominiums 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 over hundred or more (199) on-site parking spaces. As of the date this Contract is executed and continuing thereafter, there shall be no more than 199 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 three (3) 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.

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 Timpanogos Gateway Condominiums

Having read the foregoing and agreeing thereto, I hereby execute this Agreement this 6th Day of April, 2006.

ENT 60932:2006 PG 2 of 4

### APPLICANT

Title: SENIOR PARTNER

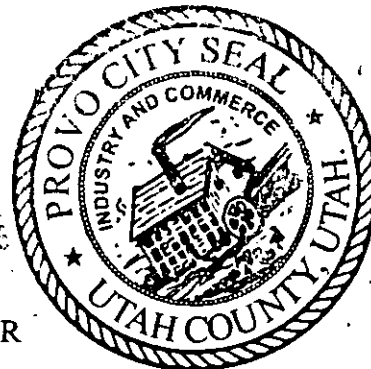
By (Print Name): GREGORY S. MOFFAT

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

Date Signed: 6 - APRIL 2006

### PROVO CITY

ATTEST:



MAYOR, Or  
CHIEF ADMINISTRATIVE OFFICER

CITY RECORDER

(Print Name): Wayne Parker

(Print Name): Lallice Groesbeck

Signature: [Handwritten Signature]

Signature: [Handwritten Signature]

Date Signed: 20 April 2006

Date Signed: 4-26-06

### APPROVED BY DEPARTMENT DIRECTOR:

(Print Name): Gary McGinn

Department: Community Development

Date Signed: 13 April 06

(Complete only if APPLICANT is an Individual)

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

ENT 60932:2006 PG 3 of 4

On this \_\_\_\_ Day of \_\_\_\_\_, 20 \_\_, 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 \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

On this \_\_\_\_ Day of \_\_\_\_\_, 20 \_\_, personally appeared before me, \_\_\_\_\_,  
who being by me duly sworn did say that s/he is the \_\_\_\_\_  
Of \_\_\_\_\_, 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**

(Print Name): \_\_\_\_\_ My Commission Expires: \_\_\_\_\_  
Signature: \_\_\_\_\_ Residing in \_\_\_\_\_ County.

(Complete only if APPLICANT is a Corporation)

STATE OF Utah )  
COUNTY OF Utah ) ss.

On this 6<sup>th</sup> Day of April, 2006, personally appeared before me, Gregory Moffitt,  
who being by me duly sworn did say that s/he is the Castlewood Development Of \_\_\_\_\_  
partner, 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): Ann T. Gulley My Commission Expires: February 5, 2008  
Signature: Ann T. Gulley Residing in Utah County.

FORMS\PARKCNTR

