

Parking Lot Lease Agreement

This Agreement made effective as of the 1st day of November 2017

Between:

Terry-Phillips Properties LLC, as Lessor
156 Boynton Rd.
Layton, Utah 84040

and

SMHG Management LLC, as Lessee
PO Box 1119
Eden UT 84310

WHEREAS Lessor is the owner of record of that certain property located at 2620 N Hwy 162 Eden, Utah and legally described as (Parcel #2 Little Bear Subdivision) which property is developed for the purpose of parking of multiple vehicles (the "Parking Lot");

AND WHEREAS Lessee's business premises are located near to the Parking Lot, and Lessee requires additional parking for its customers.

AND WHEREAS Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, a portion of the Parking Lot, all on the following terms and conditions.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements contained in this Agreement, the parties hereby agree as follows:

1. Grant of Lease

For and in consideration of the rents to be paid and the covenants to be performed by Lessee, Lessor does hereby lease and let unto the Lessee a portion of the Parking Lot consisting of the area set out in Appendix A attached hereto (the "Leased Property"), to be used exclusively for the purpose of off-street parking and for no other purpose.

2. Term

The term of this Lease shall be for a 12 month period. This lease will begin on Nov. 1, 2017 and terminate on Oct. 31, 2018.

3. Rent

Lessee shall pay Lessor a total of \$9,000 (nine thousand dollars) as rent for the leased property. Payment shall be made as follows: Lessee shall make 3 payments of \$3,000 (Three Thousand Dollars). The payments shall be made as follows: the first payment is due on the 1st day of November 2017, and subsequent payments are due on the 1st day of December 2017, and the 1st day of January 2018.

4. Covenants of Lessee

Lessee does hereby covenant and agree with Lessor that Lessee will, at all times during the term of this Lease and any renewals hereof:

- (a) use and occupy the Leases Property in a careful and proper manner and not commit any waste thereon;
- (b) not use or occupy the Leased Property for any unlawful purpose;
- (c) conform and obey all present and future laws, ordinances, and all rules and regulations of all governmental authorities or agencies, respecting the use and occupation of the Leased Property;
- (d) not assign the lease, nor sublet the Leased Property or any part thereof, without the written consent of the Lessor, which shall not be unreasonably withheld; (by signing this lease, Lessor grants permission for Lessee to allow the Utah Transit Authority (UTA) to use the leased premises for the purposes of loading and unloading passengers and further allows the installation of such signage as deemed necessary by Lessee.
- (e) not use or occupy the Leased Property or permit the same to be used or occupied, for any purpose deemed to be hazardous on account of fire or otherwise;
- (f) clean up after Lessee's patrons, removing trash and debris left at the end of the ski season;
- (g) pay for the costs of snow and ice removal from Leased Property;
- (h) indemnify and save Lessor harmless from and against any loss, damage and liability occasioned by, growing out of, or arising or resulting from any default hereunder, or any negligent act on the part of the Lessee or Lessee's agents, employees or patrons;
- (i) at the termination of this agreement, **SMHG Management LLC** shall be responsible for returning the Leased Property in the same condition as it existed prior to the lease agreement and/or to the satisfaction of the Owner, Terry-Philips Properties LLC.
- (j) **SMHG Management LLC** shall have permission to use a portion of (Parcel#1, Little Bear Subdivision) located behind and adjacent to the current Park & Ride Lot known as Parcel #2, for a water retention basin, and maintain this basin.

5. Covenants of Lessor

Lessor shall not permit or allow any use of the Leased Property, without Lessee's written consent, that would interfere with Lessee's permitted use as a parking lot for Lessee's business.

6. Mutual Covenants

It is mutually agreed by and between Lessor and Lessee that:

- (a) If Lessee shall pay the rent as herein-above provided and shall keep, observe and perform all of the other covenants of this Lease by Lessee to be kept, performed and observed, Lessee shall, and may, peaceable and quietly, have, hold and enjoy the Leased Property for the term of this Lease and any renewal terms;
- (b) This Lease and all the covenants and provisions herein contained shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto; provided, however, that no assignment by, from, through or under Lessee in violation of any of the provisions hereof shall vest in the assigns any right, title or interest whatsoever; and
- (c) If Lessee shall at any time be in default in the payment or rent, or in the performance of any of the covenants or provisions of this Lease, and Lessee shall fail to remedy such default within fifteen (15) days after written notice thereof from Lessor, it shall be lawful for Lessor to enter upon the Leased Property and repossess and enjoy the same as if this Lease had not been made, and thereupon this Lease and everything herein contained on the part of Lessor to be done and performed shall cause and terminate, without prejudice, however, to the right of the Lessor to recover from the Lessee all rent due up to the time of such entry.

7. Termination

The Lessee may terminate this Lease at any time by giving 30 days written notice, provided that the Lessee shall not be in default hereunder at the time of giving notice.

8. Notices

All notices required or permitted to be given pursuant to this Agreement shall be delivered by hand to the party for which it is intended, or sent by telex, fax, telegram, electronic email or other form of transmitted or electronic message or sent by prepaid courier directly to such party at the following addresses, receptively:

If to Lessor:
TERRY-PHILLIPS PROPERTIES LLC
156 Boynton Rd.
Layton, Utah 84040
soleagent@aol.com

If to Lessee:
SMHG Management LLC
PO Box 1119
Eden Utah 84310
mschroetel@powdermountain.com


or at such other address as either party may stipulate by notice to each other. Any notice delivered by hand or prepaid courier or sent by facsimile or electronic email shall be deemed to be received on the date of actual delivery thereof. Any notice so sent by telex telegram or similar form of transmitted message shall be deemed to have been received on the next day following transmission.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. Any legal actions, claims or demands shall be handled in a court of competent jurisdiction within the State of Utah.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

LESSOR:


Signature

ROGER D. TERRY PARTNER
Print Name & Title

SEP. 6 2017
Date

LESSEE:


Signature

MARK SCHORTELL, G.M.
Print Name & Title

10/9/2017
Date