

WHEN RECORDED RETURN TO:  
Mountain West Small Business Finance  
2595 East 3300 South  
Salt Lake City, Utah 84109

ENT 186105 : 2021 PG 1 of 4  
Andrea Allen  
Utah County Recorder  
2021 Nov 02 10:25 AM FEE 40.00 BY LT  
RECORDED FOR Bartlett Title Insurance Agency, Inc.  
ELECTRONICALLY RECORDED

## Lease

1. **The Parties and The Property.** LEHI 850 EAST, LLC, hereinafter referred to as “Lessor”, hereby leases to DOUGHBOY’S PIZZA OF LEHI, LLC, hereinafter referred to as “Lessee”, all those premises situate, lying and being in the County of Salt Lake, State of Utah, commonly known as 380 North 850 East, Lehi, UT 84043-2257, and more particularly described in Exhibit “A” which is attached hereto and incorporated herein by this reference (the “Property”).

2. **The Term.** TO HAVE AND TO HOLD the Property, together with the appurtenances, unto the Lessee for a term of approximately twenty five (25) years commencing October 29, 2021, and terminating on December 31, 2046.

3. **The Lease Payment.** Lessee covenants and agrees to pay Lessor a lease payment in the sum of \$6,500.00 on the first day of each month during the term of this Lease.

4. **The Return of the Property.** Lessee further agrees to deliver up to Lessor at the expiration of said term in as good order and condition as when the same were entered upon by Lessee, reasonable use and wear thereof and damage by the elements excepted.

5. **No Sublease or Assignment.** The Lessee will not let, underlet, assign the Property, or any part thereof, without the prior written consent of Lessor, which consent will not be unreasonably withheld.

6. **Default/Remedies.** And Lessee further covenants and agrees that if any monthly lease payment or any part thereof shall be unpaid for 20 days after the same shall become due; or if default in any of the covenants herein contained to be kept by Lessee is not cured within 20 days from written notice, or if Lessee shall vacate such premises, Lessor may elect, without notice or legal process, to re-enter and take possession of the Property and every and any part thereof and re let the same and apply the net proceeds so received upon the amount due or to become due under this lease, and Lessee agrees to pay any deficiency.

7. **Utilities, Taxes and Insurance.** Responsibility for utilities, taxes and insurance shall be as indicated {Lessee responsible for (T), Lessor responsible for (L)}:

Power T , Heat T , Water T , Sewer T , Telephone T , Real Property Tax T ,  
Personal Property Tax T , Fire Insurance on Personal Property T , Glass Insurance  
T , Others:

None \_\_\_\_\_.

8. **Maintenance and Repair.** Responsibility for the maintenance and repair of the Property shall be as indicated [Lessee responsible for (T), Lessor responsible for (L)]:

Roof L , Exterior Walls L , Interior Walls L , Structural Repair L , Interior Decorating T , Exterior Painting L , Yard Surfacing L, Plumbing Equipment L, Heating and Air Conditioning Equipment L , Electrical Equipment L , Light Globes and Tubes T , Glass Breakage T , Trash Removal T , Snow Removal T , Janitorial T , Others:

None \_\_\_\_\_.

9. **Negligence.** Each party shall be responsible for losses resulting from negligence or misconduct of himself, his employees or invitees.

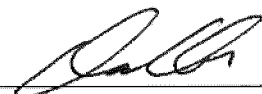
10. **Lessor's Lien.** Furniture, furnishings and personal property of Lessee may not be removed from the premises until all lease payments and other charges are fully paid, and Lessor shall have a lien upon said personal property until the same are paid in full.

11. **Attorney's Fees and Collection Costs.** In case of failure to faithfully perform the terms and covenants herein set forth, the defaulting party shall pay all costs, expenses, and reasonable attorneys' fees resulting from the enforcement of this agreement or any right arising out of such breach.


12. **No Other Agreements.** This agreement supercedes and replaces any and all previous lease agreements between the parties; and said previous lease agreements are hereby canceled by the mutual consent of the parties.

This Lease is executed and effective as of October 29, 2021.

LEHI 850 EAST, LLC  
a Utah limited liability company

By:   
Name: David M. Doty  
Its: Manager

DOUGHIBOY'S PIZZA OF LEHI, LLC  
a Utah limited liability company

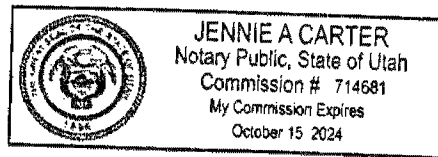
By:   
Name: David M. Doty  
Its: Manager

LEASE NOTARY PAGE

STATE OF UTAH )  
 )  
 ) :SS.  
COUNTY OF Utah )

The foregoing instrument was acknowledged before me this 29th day of October, 2021 by David M. Doty, Manager of LEHI 850 EAST, LLC.

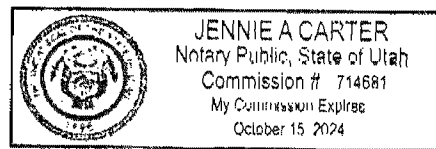
Jennie A. Carter  
Notary Public



STATE OF UTAH )  
 )  
 ) :SS.  
COUNTY OF Utah )

The foregoing instrument was acknowledged before me this 29th day of October, 2021 by David M. Doty, Manager of DOUGHBOY'S PIZZA OF LEHI, LLC.

Jennie A. Carter  
Notary Public



**EXHIBIT A**

The following property is located in Utah County, State of Utah:

Lot 301, LEHI CITY PLAZA, PHASE III, according to the official plat thereof, as recorded in the office of the County Recorder, Utah County, State of Utah. LESS AND EXCEPTING a parcel of land in fee for the widening of existing I-15, known as Project No. S-I15-6(228)280 being part of an entire tract of property situate in Lot 301, LEHI CITY PLAZA, PHASE III, according to the official plat thereof, recorded November 26, 2002, as Entry No. 143100:2002, Map No. 9804 in the office of the Utah County Recorder, in the Southeast quarter of Section 9, and the Northeast quarter of Section 16, Township 5 South, Range 1 East, Salt Lake Base and Meridian, the boundaries of said parcel of land are described as follows: Beginning at the intersection of the existing Westerly highway right of way and no-access line of I-15 and the Southerly highway right of way line of US-89 (State Street) being the Northeast corner of said Lot 301; and running thence South  $17^{\circ}44'36''$  East 53.32 feet along the Easterly boundary line of said entire tract and the existing Westerly highway right of way and no-access line of I-15 to a point 127.00 feet radially distant Southwesterly from the right of way control line of said Project, opposite approximate Engineers Station 2105+38.42; thence North  $31^{\circ}03'08''$  West 71.75 feet to the Northerly boundary line of said Lot 301 at point 125.00 feet radially distant Southwesterly from the right of way control line of said Project, opposite approximate engineers Station 2106+13.00; thence South  $62^{\circ}45'53''$  East 23.35 feet along said Northerly boundary line to the point of beginning as shown on the Official Map of said Project on file in the Office of the Utah Department of Transportation.

Parcel No.: 45:358:0305