

EAGLES #929 PARKING LOT LEASE

Landlord: Eagles Lodge #929, Fraternal Order of Eagles

Tenant: Murray Weaver

Property: Parking Lot located at 215 Scott Street, Folsom, California

- A. Eagles Lodge #929 is the owner of that certain real property, which is located at 215 Scott Street, Folsom, California. This real property consists of a lodge or clubhouse, landscaping, and approximately 15 parking spaces. The parking lot is mainly graveled, not paved.
- B. Murray Weaver is the owner of a building which is located at 608 ½ Sutter Street, Folsom, California. Mr. Weaver desires to locate a business to be known as the Barley Barn Tap House in that building.
- C. The real property at 608 ½ Sutter Street abuts a public parking lot which is currently accessible by the customers and patrons of businesses located in the building on that property. Mr. Weaver wants to provide additional parking for patrons of his 608 ½ Sutter Street establishment at the Eagles' parking lot, and the Eagles are willing to lease their parking lot to Mr. Weaver for that purpose upon the terms and conditions herein stated.

In consideration of these facts and circumstances, Eagles Lodge #929 and Murray Weaver agree to the following:

1. Tenant will pay the sum of \$500, on the first of each month, beginning September 1, 2021, to Landlord, as rent for the use of the Parking Lot owned by Landlord. This lease shall continue for a term of 20 years, unless sooner terminated by the parties in accordance with the terms of this lease. As additional rent, Tenant will provide Landlord with a minimum of four (4) free admittances per month to any event held by Powerhouse Entertainment.
2. During the term of this lease, Landlord retains use of this parking lot for the convenience of its members and guests, in a manner consistent with the Tenant's rights under this Lease.
3. In the event of a request from Landlord, Tenant shall provide a parking lot attendant on Friday and Saturday evenings from 5pm until 10pm. This obligation to provide an attendant shall commence upon the opening of the Barley Barn Tap House at 608 ½ Sutter Street. Tenant will post, at Tenant's sole risk and expense a sign that states: "Parking Exclusively for Members of Eagles #929 and customers of Barley Barn Tap House. All others will be towed at Owner's expense. CVC, Section 22658(A)."
4. Tenant or his designee will maintain general liability insurance coverage for not less than one million dollars with Eagles #929 named as an additional

insured. Tenant hereby agrees to hold Landlord and its property harmless from and against all claims, suits, or the like which may be brought against it by reason of Tenant's leasehold or its actions upon Landlord's subject property.

5. Landlord and Tenant agree that the parking lot is being rented on an "as is" basis and that Landlord disclaims any and all warranties, express or implied.
6. This lease may be terminated by either party upon the giving of one year's written notice of termination to the other party. Landlord may terminate this lease, in the event of non-payment of rent for a continuous period of 45 days from and after the due date, upon 30 days written notice of said non-payment of rent and election to terminate by Landlord to Tenant.
7. This agreement constitutes the entire agreement of the parties and supersedes any prior or contemporaneous agreements or understandings between the Landlord and the Tenant.
8. Any and all notices and communications required under this agreement shall be given to each of the parties as follows:


Landlord:

Sarah Woods
c/o Eagles Lodge #929
215 Scott Street
Folsom, CA. 95630

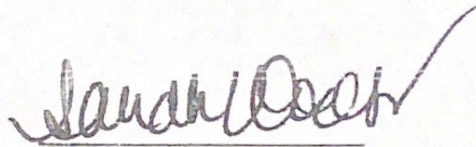
Tenant:

Murray Weaver
608 1/2 Sutter Street
Folsom, CA. 95630

Dated: October 15, 2021



Murray Weaver, Tenant
Barley Barn Tap House
608 1/2 Sutter Street
Folsom, CA. 95630



Sarah Woods, Landlord
Eagles Lodge #929
215 Scott Street
Folsom, CA. 95630