

Attachment A

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INDEMNIFICATION AGREEMENT

THIS AGREEMENT is made and entered by and between the County of Monterey (hereinafter called "County") and 101 Red Barn, LLC, a California limited liability company (hereinafter called "Owner"), and shall become as of the last date corresponding to the respective signatures below.

RECITALS

Whereas, Owner is the record owner of the real property described in Exhibit A attached hereto and incorporated herein by reference (hereinafter called the "Subject Property"), commonly known as the Red Barn, in the unincorporated area of Monterey County; and

Whereas, the operation and maintenance of the Subject Property is governed by a Judgment issued by the Superior Court for the County of Monterey in Case No. M104908 ("Judgment").

Whereas, pursuant to the Judgment, and the Monterey County Building Official, the Red Barn structure has been "Red Tagged" and it is not suitable for use or occupancy.

Whereas, Monterey County and Santa Cruz County have declared states of emergency due to unprecedented wildfires.

Whereas, the American Red Cross desires to and has begun using the Red Barn as a staging area to provide emergency supplies to fire victims.

Whereas, the Judgment, provides that the Director of Planning may allow certain uses at the Subject Property and the Director of Planning and County of Monterey desire to allow for the Red Cross to temporarily use of the Red Barn for said purpose as a matter of public health and safety; and

NOW THEREFORE, in consideration of the foregoing the parties agree as follows:

AGREEMENT

1. RECITALS

The above recitals are hereby incorporated by reference.

2. INDEMNIFICATION

The Owner agrees it will immediately defend, indemnify and hold harmless the County of Monterey or its agents, officers and employees from any claim, action or proceeding against the County or its agents, officers or employees to attack, set aside, void or annul this approval, which action is brought within the time period provided for under law. The Owner will reimburse the County for any court costs and attorney's fees which the County may be required by a court or administrative order to pay as a result of such

action. The County may, at its sole discretion, participate in the defense of such action; but such participation shall not relieve Owner of its obligations under this Agreement. The parties hereto shall promptly notify each other of any such claim, action or proceeding, and the County shall cooperate fully in the defense thereof.

3. RECORDATION

The parties agree that this Agreement shall not be recorded. Notwithstanding, the preceding statement, the Owner agrees that during the term of this Agreement, it shall have an affirmative duty to make known to any subsequent Owner, lessee, and/or sub-lessee of the Subject Property, the contents and existence of this Agreement, including providing a copy of this Agreement to any subsequent Owner, lessee and/or sub-lessee, and the Owner shall assign or otherwise make said subsequent Owner, lessee and/or sub-lessee a party to this Agreement, upon the written consent of the County which consent shall not be unreasonably withheld. In the event the ownership interest is transferred and/or sublet to a third party without the assignment of this Agreement, then the Owner, shall remain bound by the terms of this Agreement through its duration.

4. TERM

The term of this Agreement shall be through the duration of the Red Cross' use of the Subject Property and this Agreement shall self-terminate at the conclusion of such use. Notwithstanding such termination, Owner's duty to indemnify pursuant to section 2 above, and the duty of the owner to disclose and assign this Agreement pursuant to section 3 above, shall both survive until such time as any and all applicable statute of limitations has ended.

5. BINDING EFFECT

This Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors in interest, and assigns of the parties hereto.

6. WARRANTY OF AUTHORITY

Any individual executing this Agreement on behalf of an entity represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such entity and to bind the entity to the terms and conditions of the same.

7. ATTORNEY FEES

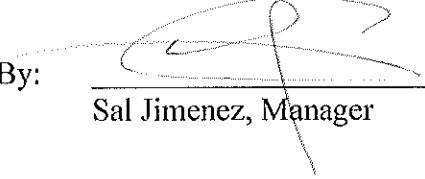
In the event of legal proceedings arising from this agreement, the prevailing party shall be awarded attorney fees and costs.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year set out opposite their respective signatures.

Executed this 11th day of September, 2020 at Salinas, California.

[Signatures Appear on Following Page]

101 RED BARN, LLC
A California limited liability company

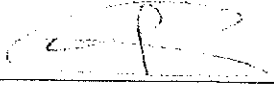
By: 

Sal Jimenez, Manager

COUNTY OF MONTEREY

By: _____
Carl Holm, RMA Director

101 RED BARN, LLC
A California limited liability company

By: 

Sal Jimenez, Manager

COUNTY OF MONTEREY

By: 

Carl Holm, RMA Director