

2801 GIANT ROAD
Richmond, CA 94806
Storage Agreement

THIS RENTAL AGREEMENT is made and entered into this 2nd day of June, 2015, between NORTH RICHMOND PROPERTIES INC
INC., hereinafter referred to as "LANDLORD" and City of Richmond

hereinafter referred to as "TENANT", under terms and conditions as follows:

IT IS AGREED: 10,000 sq ft of yard space at: 2801 Giant Rd, Richmond

TERM: The term of this Agreement shall begin on August 1st, 2015, and shall continue on a month-to-month basis.
Minimum tenancy is one month.

RENT: Rent shall be \$1,000 per month, payable in advance of the first day of each and every calendar month, to LANDLORD, or LANDLORD's designated agent. In the event that rent is not received at LANDLORD's office by 5:00 P.M. on the 10th day of the month, TENANT agrees to pay ten percent (10%) of the rental amount as liquidated damages for said late payment. In the event of a dishonored bank check from TENANT to LANDLORD, TENANT agrees to pay Ten Dollars (\$10) for each dishonored bank check as additional rental due. TENANT agrees to pay all costs associated with the collection of outstanding indebtedness, including process of certified letters which are required by State law; such costs will be considered part of the rental.

First month's rent or prorated portion hereof: \$1,000
Security and Cleaning Deposit: \$1,000
Total due upon occupancy: \$2,000

Please provide an additional address to whom a preliminary lien notice and all subsequent notices may be sent, as provided for under Chapter 10 of Division 8 of the California Business and Professions Code (Section 21700 through 21716):

TENANT: City of Richmond

NAME: Public Works, Parks & Landscape NAME: _____
ADDRESS: Division ADDRESS: _____
CITY: _____ CITY: _____
STATE/ZIP: 3201 Leona Ave STATE/ZIP: _____
WORK PHONE: Richmond, CA 94804 WORK PHONE: _____
HOME PHONE: 510-231-3004 HOME PHONE: _____
DRIVER'S LICENSE NO.: _____

CONDITIONS

DEPOSITS: TENANT shall pay in advance a security, cleaning and damage deposit to be held by LANDLORD for the faithful performance of the terms of this Agreement and for security purposes and for cleaning and repair of the Premises after surrender of the same by TENANT. The deposit shall be mailed to the TENANT after TENANT vacates the Premises, less all charges for cleaning, repairing, replacement of any missing items, or other amounts necessary to compensate LANDLORD for delinquent rent owed by TENANT. At the termination of this tenancy, it shall be TENANT's responsibility to return the Premises in the same condition as they were in when rented and to notify LANDLORD that he has actually vacated. TENANT will provide thirty (30) days' written notice of intent to vacate.

USE OF PREMISES AND COMPLIANCE WITH LAW: The use of the Premises is for the storage of vehicles only. TENANT shall not store on the Premises personal property in or to which any other person has any right, title or interest. It is specifically understood and agreed that LANDLORD is not concerned with the quantity or value of personal property or other goods stored by TENANT pursuant to this Agreement. TENANT shall not store any improperly packaged food or perishable goods, petroleum products, flammable or toxic materials, explosives or other inherently dangerous material, nor perform any welding on the Premises. TENANT shall not store or use any type of Hazardous Substances on the Premises. "Hazardous Substances" shall include, but not be limited to, hydrocarbons, petroleum, gasoline, crude oil or any products, by-products or fractions thereof. TENANT shall remain in compliance with all environmental laws, including any and all federal, state or local laws, ordinances, rules or regulations pertaining to health, industrial hygiene or environmental conditions, including without limitation CERCLA, RCLAA, PCWAQCA, CWC, Cal HWCA, California Water Code and Carpenter-Presley-Tanner Hazardous Substance Account Act. TENANT shall indemnify and hold harmless LANDLORD from and against any claims arising from the storage, release, threatened-release, discharge, disposal or presence of any Hazardous Material on the Premises. TENANT shall not use the Premises for human or animal occupancy. TENANT shall not store any personal property which would result in the violation of any law of any government authority and TENANT shall comply with all laws, rules, regulations and ordinances of any and all governmental authorities concerning the Premises or the use thereof. TENANT shall not use the Premises in any manner that will constitute waste, nuisance or annoyance to other TENANTS. TENANT agrees to abide by all rules and policies posted on the Premises and as may be put into effect from time to time.

INSURANCE: LANDLORD does not provide insurance covering TENANT's stored property. TENANT, at TENANT's sole expense, shall maintain on all personal property, in, on or about the Premises, a policy of fire, extended coverage, and special form insurance, with theft, vandalism and malicious mischief endorsements, to the extent of at least one hundred percent (100%) of the full replacement value of such personal property, provided that to the extent TENANT does not maintain insurance as described above, TENANT shall be deemed to have "self-insured", and provided further that in lieu of such insurance, TENANT may, in TENANT's sole discretion, elect to "self-insure" totally (licensed insurance company). To the extent TENANT "self-insures" as described above, TENANT shall bear the risk of loss or damage which would have been covered under the aforementioned extended coverage insurance policy. TENANT hereby releases LANDLORD and its agents, authorized representatives and employees from any and all claims for damages or loss to the personal property in, on or about the Premises, that are caused by or result from risks which are or would be insured against under the extended coverage insurance policy described above and hereby waives any and all rights of recovery against LANDLORD's agents in connection with any damage which is or would be covered by any such policy.

LIMITATION OF LANDLORD'S LIABILITY: LANDLORD makes no warranty that the property will be stored safely. TENANT shall indemnify and hold LANDLORD and LANDLORD's agents harmless from any and all damages, loss or expense arising, and legal fees and associated costs, out of or in connection with any damage to any person or property occurring in, on or about the Premises, whether occasioned by LANDLORD's or LANDLORD's agents' active or passive acts, omissions or negligence or otherwise. Notwithstanding anything contained in this Agreement, in no event shall LANDLORD or LANDLORD'S agents be liable to TENANT in an amount in excess of \$5,000 for any damage or loss to any person or for any property stored in, on or about the Premises or the Project arising from any cause whatsoever, including, but not limited to, LANDLORD's or LANDLORD'S agents' active or passive acts, omissions or negligence.

CONDITION AND ALTERATION OF THE STORAGE SPACE: TENANT has examined the storage space and hereby accepts it as being in good order, condition and repair. TENANT agrees to keep the storage space in good order and condition and to pay the LANDLORD promptly for any repairs which LANDLORD must make to the storage space for damage caused by TENANT's misuse or negligence or the misuse or negligence of TENANT's invitees, licensees, agents or guests. TENANT shall make no alteration or improvements of the storage space without the prior written consent of the LANDLORD and should TENANT make any alteration or improvement to the storage space the same shall become and remain part of the storage space and TENANT shall have no right to remove the same. TENANT shall return the storage space to LANDLORD in as good condition as it was in on the date TENANT took possession of it and broom clean, with reasonable wear and tear excepted. TENANT is specifically forbidden to install any extra wiring or heaters in the storage space and is not to operate any electrical equipment.

SECURITY: TENANT shall provide, at TENANT's own expense, locks or security devices for the Premises which TENANT, in the TENANT's discretion, deems sufficient to secure the Premises and TENANT's property.

RIGHT TO ENTER, INSPECT AND REPAIR PREMISES: TENANT shall grant LANDLORD, LANDLORD's agents or the representatives of any governmental authority, including police and fire officials, access to the Premises upon ten (10) days' prior written notice to TENANT. In the event TENANT shall not grant access to the Premises as required or in the event of an emergency or upon default of any of TENANT's obligations under this Agreement, LANDLORD, LANDLORD's agents or the representatives of any governmental authority shall have the right to remove TENANT's lock and enter the Premises for the purpose of examining the Premises or the contents thereof or for the purpose of making repairs or alterations to the Premises and taking such other action as may be necessary or appropriate to preserve the Premises or to comply with applicable law or enforce any of LANDLORD's rights.

TENANT understands and agrees that the State Fire Marshall has the right to inspect the Premises and the contents therein as often as four (4) times per year. TENANT will be given notice of such inspection as set out above and is entitled to be present during such inspection.

NO WARRANTIES: LANDLORD hereby disclaims any implied or express warranties, guarantees or representations of the nature, condition, safety or security of the Premises and the Project and TENANT hereby acknowledges that TENANT has inspected the Premises and hereby acknowledges and agrees that the LANDLORD does not represent or guarantee the safety or security of the Premises or of any property stored therein.

COSTS AND ATTORNEYS' FEES: Should either party bring suit in Court to enforce any of the terms and conditions of this Rental Agreement, the prevailing party shall be awarded costs, expenses of suit and reasonable attorneys' fees.

NOTICES: Except as otherwise expressly provided in this Agreement, any written notices or demands required or permitted to be given under the terms of the Agreement may be personally served or may be served by first-class mail deposited in the United States mail with postage thereon fully prepaid and addressed to the party so to be served at the residence, business or alternative address of such party provided for in this Agreement. Service of any such notice or demand shall be deemed complete on the date delivered if personally delivered, or, if mailed, shall be deemed complete on the date of deposit in the United States mail, with postage thereon fully prepaid and addressed in accordance with the provisions hereof.

NOTIFICATION OF CHANGE OF ADDRESS: In the event TENANT shall change TENANT's place of residence or place of business, or should alternate person to be notified change address, from the places herein set forth, TENANT shall give LANDLORD written notice of any change within ten (10) days of such change.

ASSIGNMENT: TENANT shall not assign or sublease the Premises or any portion thereof. TENANT will not store property owned by others.

SUCCESSION: All of the provisions of this Agreement shall apply to bind and be obligatory upon the heirs, executors, administrators, representatives, successors and assigns of the parties hereto.

CONSTRUCTION: Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but, if any provision of this Agreement shall be invalid or prohibited under such applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

DEFAULT IN RENT: In the event that any part of the rent or other charges due from the TENANT shall be in default and due and unpaid for a period of ten (10) consecutive days, TENANT's right to use the Premises may be terminated and TENANT's property stored in Premises will be subject to a claim of lien and may be sold to satisfy such lien, as provided by the provisions of California Business and Professional Code, Division 8, Chapter 10, Section 21700 et seq.

RULES AND REGULATIONS: TENANT acknowledges receipt of a copy of the current Rules and Regulations and understands and agrees that said Rules and Regulations may be amended or augmented as reasonably necessary from time to time.

ENTIRE AGREEMENT: This Rental Agreement is the entire agreement between LANDLORD and TENANT. There are no representations, warranties, or agreements by or between the parties which are not fully set forth herein and no representative of LANDLORD or LANDLORD's agents is authorized to make any representations, warranties, or agreements other than as expressly set forth herein.

In witness whereof, the parties hereto have executed the Rental Agreement the day and year first above written.

PLEASE READ THE ENTIRE AGREEMENT BEFORE SIGNING.

LANDLORD:
Albert O. Engel
President

TENANT:

[Handwritten signature]
6/15/2015

OVERALL LENGTH 100ft X 100ft.
WIDTH .10 per square ft
10,000 square feet = \$1,000 per month

*This lease is contingent upon tenant providing landlord with a certificate of insurance naming North Richmond Properties Inc. as additional insured, as well as a signed Hold Harmless Agreement.

*Yard use: storage of equipment, no material is to be deposited on the premises. Tenant shall use temporary fencing at their own cost, Landlord may need to relocate tenant's leased space within the yard at some point, tenant shall be responsible for its own belongings.

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~~ATTORNEY~~

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OCT 27 1994

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RECORDING REQUESTED BY:

STEPHEN A. CIMPERMAN

WHEN RECORDED, MAIL TO:

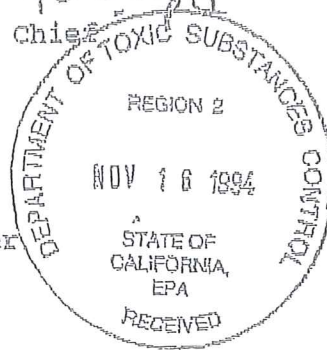
Stephen A. Cimperman, Site Mitigation Branch Chief
Department of Toxic Substances Control
Region 2
790 Heinz Street, 2nd Floor
Berkeley, CA 94710

Attention: 2801 Giant Rd., Richmond
"Cooper Chemical" Project Officer

AT 10 O'CLOCK 4 M.
CONTRA COSTA COUNTY RECORDS
STEPHEN L. WEIR
COUNTY RECORDER

DEPARTMENT OF TOXIC SUBSTANCES CONTROL
OFFICIAL FILE COPY
002322

400000



COVENANT AND AGREEMENT

TO RESTRICT USE OF PROPERTY

("Site R", 2801 Giant Rd., Richmond, CA)

This Covenant and Agreement ("Covenant") is made as of the 17th day of February, 1994, by and between Triple A Machine Shop, Inc. ("Covenantor"), located in Richmond, County of Contra Costa, State of California, and the California Department of Toxic Substances Control ("Department"), with reference to the following facts:

- A. The property described in Exhibit "A", which is attached hereto and incorporated by this reference, has been used as a hazardous waste disposal site ("the Property").
- B. Drums containing adhesive materials and solvents, including benzene, toluene, xylene and ethylbenzene, were removed from the Property. Although the drums and a substantial amount of the contaminated soil have been removed, traces of the above hazardous substances remain. Additionally, heavy metals including lead, zinc, copper, nickel and arsenic are in the soils on the Property. Lead concentrations exceeding

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Covenant and Agreement
Site R, 2801 Giant Road, Richmond
Page 2
October 21, 1993

002321

002321

the Total Threshold Limit Concentration make this soil hazardous waste pursuant to Division 4.5, Title 22, Section 66261.24 of the California Code of Regulations. The contaminated soil on the Property has been covered with a cap ("the cap") consisting of soil layer one foot in depth.

- C. If the contaminated soil were uncovered, exposure to the contaminated soils could occur via direct contact, surface water run-off or wind dispersal. The potential human health effects resulting from exposure to the lead-containing soil include kidney damage, and at high levels, neurotoxic effects. However, the areas of high contamination are dispersed. The risk of public exposure to the contaminants has been minimized by placing the Cap over the buried soils to eliminate any significant risks to human health or the environment.
- D. Land in the vicinity of the Property is a mixture of vacant land and industrial buildings. Although much of the area in the immediate vicinity of the Property is zoned industrial, areas 1/3 mile to the east are residential.
- E. Covenantor desires and intends that in order to protect the present and future public health and safety, the Property shall be used in such a manner as to avoid potential harm to persons or property which may result from hazardous wastes which have been deposited on the Property. The Property

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Covenant and Agreement
Site R, 2802 Giant Road, Richmond
Page 3
October 21, 1993

002320

shall be used only for heavy industrial purposes.


F. The Covenantor further desires and intends that if the Property is to be used for purposes other than heavy industrial the proposed use shall be submitted in writing to the Department for approval in advance. Additionally, Covenantor, or its successors in interest, shall obtain all other necessary approvals from any other agency with jurisdiction over land use. Any proposed change in the use of the Property from heavy industrial use shall also comply with this Covenant. The Department shall not unreasonably withhold its consent to any such change, provided all of its criteria have been met.

CONFIDENTIAL

ARTICLE I

GENERAL PROVISIONS

1.01 Provisions to Run with the Land. This Covenant sets forth protective provisions, covenants, conditions, and restrictions, (collectively referred to as "Restrictions"), upon and subject to which the Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. Each and all of the Restrictions shall run with the land, and pass with each and every portion of the Property, and shall apply to, inure to the benefit of, and bind the respective successors in interest thereof. Each and all of the Restrictions are for the benefit of and enforceable by the


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Covenant and Agreement
Site R, 2801 Giant Road, Richmond
Page 4
October 21, 1993

002319

002319

Department against the Property and then current owner.

1.02 Concurrence of Owners Presumed. All purchasers, lessees, or possessors of any portion of the Property shall be deemed by their purchase, leasing, or possession of the Property to be in accord with the foregoing and to agree for and among themselves, their heirs, successors, and assignees, and the agency, employees, and lessees of such owners, heirs, successors, and assignees, that the Restrictions as herein established must be adhered to for the benefit of future Owners and Occupants and that their interest in the Property shall be subject to the Restrictions contained herein.

1.03 Incorporation into Deeds and Leases, Notice. Covenantor desires and covenants that all of the Restrictions set forth herein shall be incorporated by reference in each and all deeds and leases for any portion of the Property.

ARTICLE II

DEFINITIONS

2.01 Department. "Department" shall mean the California State Department of Toxic Substances Control and shall include its successor agencies, if any.

2.02 Improvements. "Improvements" shall mean all buildings, roads, driveways, regradings, and paved parking areas; constructed or placed upon any portion of the Property.

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Covenant and Agreement
Site R, 2801 Giant Road, Richmond
Page 5
October 21, 1993

002318

002318

2.03 Occupants. "Occupants" shall mean Owners and those persons entitled by ownership, leasehold, or other legal relationship to the exclusive right to occupy any portion of the Property.

2.04 Owner. "Owner" shall mean the Covenantor or its successors in interest, including heirs, and assigns, who hold title to all or any portion of the Property.

ARTICLE III

DEVELOPMENT, USE AND CONVEYANCE OF THE PROPERTY

3.01 Restrictions on Use. Covenantor shall restrict the use of the Property to heavy industrial use as follows:

- a. No residence for permanent human habitation shall be permitted;
- b. No hospitals or health care clinics shall be permitted;
- c. No schools of any kind for persons under 21 years of age shall be permitted;
- d. No day care centers for children, the elderly or disabled shall be permitted;
- e. No raising of food of any kind shall be permitted;
- f. All owners, lessors, tenants and lessees shall maintain the integrity of the Cap to prevent access to and exposure of hazardous substances in the soil beneath the Cap. The owners or occupants shall notify the Department in writing of the nature, cause, location,

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Covenant and Agreement
Site R, 2801 Giant Road, Richmond
Page 6
October 21, 1993

002317

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and date of any disturbance of the Cap, within five working days. The owners or occupants shall notify the Department in writing of the nature and date of the repairs of any disturbance of the Cap within five working days; and:

- g. The Covenantor agrees that the Department shall have access to the Property during business hours for the purposes of assuring compliance with the Covenant, as provided for in Chapters 6.5 and 6.8 of Division 20 of the Health and Safety Code; however, the Department shall not interfere with the owner's or tenant's right of quiet enjoyment.

3.02 Conveyance of Property. The Owner or Owners shall provide a fifteen (15) days advance notice to the Department of any sale, lease, or other conveyance of the Property. The Department shall not, by reason of the Covenant, have authority to approve, disapprove, or otherwise affect any sale, lease, or other conveyance of the Property except as otherwise provided by law, by administrative order, or by reason of this Covenant.

3.03 Enforcement. Failure of the Owner to comply with any of the restrictions, as set forth in paragraph 3.01, shall be grounds for the Department, by reason of the Covenant, to require that the Owner modify or remove any improvements constructed in violation of that paragraph. Violation of the Covenant shall be


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Covenant and Agreement
Site R, 2801 Giant Road, Richmond
Page 7
October 21, 1993

002316

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grounds for the Department to file a civil action against the Owner as provided by law.


3.04 Notice in Agreements. All Owners, lessors, tenants, lessees and licensees shall execute a written instrument which shall accompany all purchase, lease, sublease, or rental agreements relating to the Property. The instrument shall contain the following statement:

"The land described herein contains hazardous waste. This condition renders the land and the owner, lessee, or other possessor of the land subject to the requirements, restrictions, provisions, and liabilities contained in Chapter 6.5 and Chapter 6.8 of Division 20 of the Health and Safety Code. This statement is not a declaration that a hazard exists."

ARTICLE IV

VARIANCE AND TERMINATION

4.01 Variance, Modification, or Agreement. Any Owner or, with the Owner's consent any Occupant of the Property, or any portion thereof, may apply to the Department for a written modification of the provisions of this Covenant. Such an application shall be made in accordance with Health and Safety Code Section 25233.

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Covenant and Agreement
Site R, 2801 Giant Road, Richmond
Page 8
October 21, 1993

002315

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4.02 Termination. Any Owner or, with the Owner's consent, an Occupant of the Property or a portion thereof, may apply to the Department for a termination of the restrictions as they apply to all or any portion of the Property. Such an application shall be made in accordance with Health and Safety Code Section 25234.

4.03 Term. Unless terminated in accordance with paragraph 4.02 above, by law or otherwise, this Covenant shall continue in effect in relation to the Property in perpetuity.

ARTICLE V

MISCELLANEOUS

5.01 No Dedication Intended. Nothing set forth herein shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property or any portion thereof to the general public or for any purposes whatsoever.

5.02 Notices. Whenever any person gives or serves any notice, demand, or other communication with respect to this Covenant, each such notice, demand, or other communication shall be in writing and shall be deemed effective: 1) When delivered, if personally delivered to the person being served or to an officer of a corporate party being served or to an official of a government agency being served, or 2) three (3) business days after deposit in the mail if mailed by United States mail, postage paid, certified, return receipt requested, as follows:

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Covenant and Agreement
Site R, 2801 Giant Road, Richmond
Page 9
October 21, 1993

002314

To: "Covenantor"
Albert Engel, President
Triple A Machine Shop, Inc.
2801 Giant Road
Richmond, CA 94806-2246

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Copy to: Department of Toxic Substances Control
Attn: 2801 Giant Road, Richmond
"Cooper Chemical" Project Officer
700 Heinz Avenue, 2nd Floor
Berkeley, CA 94710

5.03 Partial Invalidity. If any portion of the
Restrictions or terms set forth herein is determined to be
invalid for any reason, the remaining portion shall remain in
full force and effect as if such portion had not been included
herein.

5.04 Article Headings. Headings at the beginning of each
numbered article of this Covenant are solely for the convenience
of the parties and are not a part of the Covenant.

5.05 Recordation. This instrument shall be executed by the
Covenantor and by the Site Mitigation Branch Chief, Region 2,
Department of Toxic Substances Control. This instrument shall be
recorded by the Covenantor in the County of Contra Costa within
ten (10) days of the date of execution.


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Covenant and Agreement
Site R, 2801 Giant Road, Richmond
Page 10
October 21, 1993

002313

5.06 References. All references to Code sections include
successor provisions.

IN WITNESS WHEREOF, the parties execute this Covenant as of
the date set forth above.

OWNER: TRIPLE A MACHINE SHOP, INC.
By: ALBERT G. ENGEL
By: *[Signature]*
Title: PRESIDENT
Date: February 17, 1994

DEPARTMENT OF TOXIC SUBSTANCES CONTROL
By: *[Signature]*
Title: Branch Chief
Date: 8/10/94

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STATE OF CALIFORNIA)

COUNTY OF Contra Costa)

On February 17, 1994, before me, a
 (Date)
 Notary Public in and for the State of California, personally
 appeared ALBERT O. ENGEL
 (Name)
 personally known to me, or proved to me on the basis of
 satisfactory evidence to be the person(s) whose name(s) is/are
 subscribed to the within instrument and acknowledged to me that
He executed the same in his/her/their
 (he, she, they)
 executed the same in his/her/their authorized capacity(ies) and
 that by his/her/their signature(s) on the instrument the
 person(s), or the entity upon behalf of which the person(s)
 acted, executed the instrument.

WITNESS my hand and official seal.




Betty
 Notary's Signature

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All that real property located in the City of Richmond, County of Contra Costa, State of California described as follows:

Parcel C of Parcel Map MS 756-91 recorded July 27, 1992 in Book 159 of Maps at Pages 3 and 4 as series number 92-187580.

EXHIBIT "A"


Please initial here X

North Richmond Properties Inc.
Hold Harmless Agreement

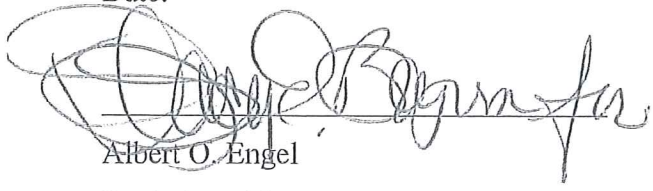
This agreement is executed this 10 day of July, 2015 by and between
(Company name) City of Richmond, and North Richmond Properties, Inc. and California
Properties, Inc., its affiliates, officers, and employees.

Whereas: (Company name) City of Richmond
Is: Leasing yard space for equipment
At (property location): 2801 Giant Rd, Richmond, CA 94806

Now in consideration of the mutual promises contained herein the parties agree (Company
name) City of Richmond shall indemnify, defend and hold North Richmond
Properties, Inc. and California Properties, Inc., its affiliates, owners, heirs, executors, Albert O. Engel,
individually, and Susan J. Alonso, individually, and employees ("indemnified parties") harmless from and
against any and all claims, liabilities, expenses, attorney's fees, and causes of action to or by third persons,
including, but not limited to: (Company name) City of Richmond, its
subcontractors, or their/his/her employees if either for injury to or death of any person and for damage or
destruction of any property, resulting directly or indirectly from and all acts or omissions of (Company
name) City of Richmond, its subcontractors, or of anyone directly or indirectly employed by
either of them in connection with the Leasing yard space for equipment unless
such injury, death, damage and/or destruction is caused by the gross negligence of the "indemnified parties".
(Company name) City of Richmond's obligation to indemnified parties shall include the obligation to
handle or defend at (Company name) City of Richmond own expense any claim or
litigation in connection therewith.

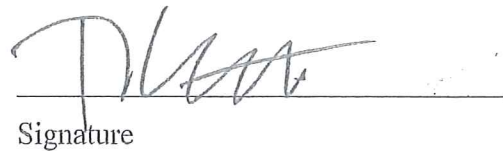
Per this agreement/contract: (Company name) City of Richmond, shall name North
Richmond Properties, Inc., and California Properties Inc., its affiliates, officers, and employees as additional
insured on all necessary insurance and this agreement/contract shall satisfy any additional insured endorsement
requirements.

Date:


Albert O. Engel

For indemnified parties

Date:


Signature

For: City of Richmond