

City of Redlands



AGREEMENT AND RELEASE

FIRE CONTROL III

This Agreement and Release applies to the real property at the following address in the City of Redlands, State of California:

Owner: METRO CALIFORNIA BUSINESS ENTERPRISE/DBA METRO CARWASH

Address: 1737 E. LUGONIA AVENUE / 1555 E. E LUGONIA AVENUE/REDLANDS

Parcel #: 168-171-04-0000 & 168-171-02-0000

The undersigned is the Owner/Agent of said real property*, hereinafter referred to as "property":

Undersigned agrees:

- (1) That all improvements and structures, trees, and shrubs on the property may be destroyed by fires conducted by the Fire Department of the City of Redlands, hereinafter called "City", as part of the City's training program;
- (2) That the City shall not be required to remove, break out or haul away any concrete, pipe, or debris;
- (3) That the improvement, including windows and doors, shall not be changed from the time of its selection until its use by the City;
- (4) That the City shall not be responsible for any destruction or damage to such improvements;
- (5) That any holes in the property shall be filled, and the remaining debris thereon shall



be cleared by Owner within sixty (60) days after the burning is completed;

(6) That any insurance on said property and improvements shall be canceled and terminated, except for liability coverage, which shall remain in effect;

(7) That the City may disconnect all utilities.

The City agrees that there will be no charge to the Owner, provided that all conditions and covenants of this Agreement and Release are strictly complied with.

(8) In consideration of the actions to be taken by METRO CARWASH pursuant to this Agreement, City does hereby release, hold harmless and forever discharge METRO CARWASH and their respective employees, attorneys, agents, spouses, heirs, executors and assigns of and from any and all claims, debts, liabilities, demands, obligations, costs, expenses, actions and causes of action of every nature, character and description, known or unknown, which City owns or holds or has at any time heretofore owned or held or may at any time own or hold, by reason of any manner, cause or thing whatsoever that occurred or was done, omitted or suffered to be done prior to the date of this Agreement, including, without limiting the generality of the foregoing, all claims and causes of action currently pending by City against METRO CARWASH with respect to the matters that are the subject to this Agreement.

(9) Except as otherwise provided in this Agreement, it is the intention of the parties hereto that the releases entered into by the parties to this Agreement shall be effective as a bar to all actions, causes of action, obligations, costs, expenses, attorney's fees, damages, losses, claims, liabilities and demands of whatsoever character, nature and kind, known or unknown, suspected or unsuspected, to be so barred; in furtherance of which intention the parties, individually and collectively, herein expressly waive any and all rights and benefits conferred upon them by the provisions of Section 1542 of the California Civil Code, which reads as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of execution or the release, which if known by him must have materially affected his settlement with the debtor.”

The parties hereby acknowledge that the foregoing waiver of the provisions of Section 1542 of the California Civil Code was bargained for separately. The parties hereto expressly agree that the release provisions herein contained shall be given full force and effect in accordance with each and all of their express terms and provisions, including but not limited to those terms and provisions relating to unknown or unsuspected claims, demands and causes of action hereinabove specified. The parties individually and collectively, assume the risk of the subsequent discovery or understanding of any matter, fact or law which if now known or understood would in any respect have affected this Agreement.

AGREEMENT AND RELEASE

Dated: 2/13/98 [Signature]
(Signature, Owner)

Dated: March 24, 1998 [Signature]
(Signature, Mayor) William E. Cunningham

ATTEST: Beatrice Sanchez
Beatrice Sanchez, Deputy City Clerk

* If Agent, a written appointment of undersigned as Agent for the purpose of making this Agreement and Release shall be attached hereto.

Area Bounded By (Streets & Addresses):

