

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is made the day last below written by and between CITY OF REDLANDS (the "City"), on the one hand, and FOOD N' FUEL ("Food N' Fuel"), a California corporation, on the other hand.

RECITALS

A. WHEREAS, the City has filed SAN BERNARDINO SUPERIOR COURT CASE NUMBER CIVDS1315423, naming Food N' Fuel and others as defendants (the "Action").

B. WHEREAS, no objection was made to the taking which is the subject of the Action.

C. WHEREAS, the parties have agreed upon the amount of reasonable compensation for Food N' Fuel as a result of the taking.

D. WHEREAS, the parties hereto desire to settle whatever disputes they may have had as to the contracts, events, transactions, and matters identified in the lawsuit described in Recital Paragraph A, above.

IT IS THEREFORE AGREED, in consideration of the terms, covenants, conditions, and provisions stated below:

1. The City shall pay Food N' Fuel the sum of \$15,000.00 ("Settlement Amount") as reasonable compensation. Food n' Fuel agrees that the Settlement Amount represents the total amount of compensation to be paid to Food n' Fuel by the City for the claims related to the Action, and full satisfaction of any and all of the City's obligations to Food n' Fuel, including without limitation, any compensation for loss of business goodwill, relocation costs, or damages of any other nature.

2. Upon the receipt and successful negotiation of the settlement check, the City is authorized to dismiss the Action as to Food N' Fuel with prejudice.

3. Upon the receipt and successful negotiation of the settlement check, each of the parties hereto, for its heirs, assigns, executors, administrators, successors, representatives, employees, attorneys and agents, fully releases each and every other party hereto, and its heirs, assigns, executors, administrators, successors, representatives, employees, attorneys and agents, from any and all claims, demands, liens, interests, debts, actions, and causes of action of any kind whatsoever, whether known or unknown, suspected or unsuspected, arising out of or in any way connected with the lawsuit described in the RECITALS portion of this Settlement Agreement, or with the transactions described in the pleadings in that lawsuit, including without limitation any

claim for compensation for lost business goodwill, attorney's fees, litigation expenses, or costs

4. It is understood and agreed by and between the undersigned that other damages not now known may develop or be discovered, or other consequences or other results may develop or be discovered, and this Agreement is specially intended to cover and include, and does cover and include, all such future damages or future consequences or results of known or unknown damages, including all rights of action therefor; that the provisions of section 1542 of the Civil Code of the State of California are expressly waived by all parties hereto, and that all parties acknowledge that said Section provides the following:

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 executing the release, which if known by him must have materially affected his settlement with the debtor.

5. Notwithstanding any dismissal of pending litigation as provided in this Settlement Agreement, the parties hereto agree that the terms of this Settlement Agreement are, nonetheless, enforceable pursuant to Code of Civil Procedure section 664.6 and that the Court in which the lawsuit described herein was filed retains jurisdiction to hear and decide any motion brought to enforce this Settlement Agreement pursuant to section 664.6.

6. Each of the signatories hereto represent and warrant that (a) they are duly authorized to execute this Agreement on behalf of any party which is a corporation or other business entity, (b) their execution is intended to and does fully bind each such party hereto, and (c) by their execution of this Agreement, each of the signatories hereto are consenting, on behalf of each such party, to each and all of the terms, conditions, and provisions of this Agreement.

7. Each of the parties hereto represent and warrant that they are aware of no other individual or entity having any interest in, and that they have not previously assigned, transferred, pledged, or hypothecated to (or purported to do so), any individual or entity, any claim released or waived by them through this Agreement, and further agree to indemnify and hold harmless any other party to this Agreement against any claim, action, demand, debt, loss, obligation, liability, cost, or expense, including, without limitation, attorney's fees, arising out of any breach of the representations and warranties set forth in this paragraph.

8. This Agreement is binding upon and shall inure to the benefit of the parties hereto, and to their respective heirs, assigns, executors, administrators, successors, representatives, and agents.

9. The validity, construction, interpretation and enforcement of this

Agreement and its terms and provisions shall be governed by the laws of the State of California. For purposes of interpreting this Agreement, each party acknowledges that he/she/it has participated in its drafting and each party will be deemed the 'drafter' of the Agreement.

10. The parties to this Agreement, and each of them, agree that each shall bear its/their own costs and fees incurred in prosecuting or defending the Action, and in negotiating the terms of this Agreement.

11. This Agreement is a release of disputed claims. It is understood by all parties that this Agreement does not constitute an admission of liability, but is entered into solely as and for a compromise settlement of such disputed claims.

12. The parties to this Agreement, and each of them, hereby acknowledge that this Agreement contains the sole and entire Agreement and understanding of the parties with respect to the entire subject matter hereof, and any and all prior discussions, negotiations, and understandings related to the entire subject matter of this Agreement are hereby merged herein. Each party to this Agreement hereby acknowledges that no other promise, inducement, representation, or agreement not herein expressed has been made or relied upon by any of the parties, and that this Agreement contains the entire agreement between the parties hereto. The terms of this Agreement are contractual, not merely a recital.

13. This Agreement may be modified or amended only by a written instrument executed by all the parties hereto.

14. In the event any Court of competent jurisdiction renders a final judgment that any term or provision of this Agreement is invalid or unenforceable, then such term or provision shall be stricken and of no further force and effect or, if possible, shall be limited such that the term or provision, as so limited, shall not be deemed invalid or unenforceable. In that event, the remaining terms and provisions, and/or such term and provision so limited, shall remain in full force and effect.

15. Copies of this Agreement may be signed as counterparts by one or more parties hereto and shall have the same force and effect as if an original single document had been signed by all parties.

16. The singular number and masculine gender, as used herein, shall be deemed to include and do include, the plural, the feminine, or the neuter, as may be appropriate.

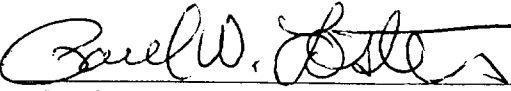
17. All parties hereto will bear their own attorney's fees and expenses not expressly provided for herein.

18. All parties hereto agree to perform whatever acts may be required to effectuate the terms of this Agreement.


19. The undersigned have read the foregoing Agreement, fully understand it, and assent to its terms, conditions and provisions.

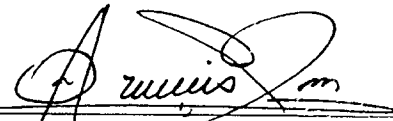
DATED: 5/20/15

CITY OF REDLANDS

By: 
Paul W. Foster, Mayor

DATED: 4-30-2015

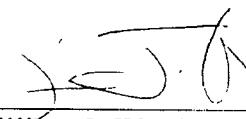
ATTEST:  Sam Irwin, City Clerk:
FOOD N' FUEL, INC.

By: 
Ofelia A. Willis
Its: Vice President

APPROVED AS TO FORM AND CONTENT:

DATED: 4-30-2015

WARD & WARD

By: 
William J. Ward
Attorneys for Defendant

DATED: _____

BEST BEST & KRIEGER LLP

By: _____
Scott W. Ditfurth
Kevin J. Abbott
Attorneys for Plaintiff