

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement ("Agreement") is entered into by and between Frances Riguis (Riguis) and City of Redlands ("Redlands") who are sometimes referred to herein as the "Parties."

RECITALS

A. Riguis alleges that on July 8, 2000 she slipped in water and algae in front of 1324 Arlene, Redlands, and fell resulting in injury.

B. It is the intention of the Parties to resolve and settle their dispute and to discharge all claims, demands, causes of action, obligations, damages and liabilities each Party may have against the other that arises from, or are related to, the incident which is the subject of the Tort Claim.

C. This Agreement is a compromise of the claims and liabilities asserted by the Parties and shall not be treated as an admission of liability by any Party.

AGREEMENT

1. The Parties acknowledge that the Recitals are true and correct and incorporate the Recitals into this Agreement.

2. Redlands shall pay to the Frances Riguis the sum of Five Thousand Dollars (\$5,000) within fifteen (15) days from the date Redlands has executed this Agreement. The payment shall be made by check payable to Frances Riguis and John A. Henley, Attorney at Law.

3. Riguis, through her Attorney of Record, shall execute a Dismissal With Prejudice pursuant to Code of Civil Procedure section 581 of all lawsuits on file arising out of the incident giving rise to the Lawsuit, and provide the Dismissal to City within five (5) days of their receipt of the check described in paragraph 2, above. City shall file the Dismissal and provide a conformed copy to Riguis' Attorney of Record.

4. The Parties shall bear their own attorneys' fees and costs incurred in connection with the Lawsuit.

5. Riguis, on behalf of herself and respective agents, attorneys, representatives, assigns and successors-in-interest hereby release and forever discharge Redlands, and its Councilmembers, agents, attorneys, officers, employees, representatives, assigns and successors-in-interest from any and all claims, causes of action, actions, damages, losses, demands, accounts, rights, debts, liabilities, obligations, disputes, controversies, payments, costs and attorneys' fees, of every kind and character, known or unknown, existing or contingent, latent or patent, regarding any matter arising from or related to the incident which was the subject of the Lawsuit.

6. Riguis represent and warrant that she has the legal authority to settle any and all causes of action and claims they may have against Redlands with regard to any and all claims and/or causes of action which relate or pertain to the Lawsuit. By executing this Agreement, Riguis hereby release and waive all claims or causes of action which in any way relate or pertain to the Lawsuit. To the extent any person or entity should file, subsequent to the execution of this Agreement, any claim or cause of action against Redlands arising out of or which is related to the incident which is the subject of the Lawsuit, Riguis shall indemnify, defend and hold Redlands harmless from any and all damages, including any attorneys' fees and costs, that result therefrom.

7. Riguis expressly waive the rights afforded under Civil Code section 1542 which provides that:

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.

8. Riguis represent and warrant that they have received the advice of their attorney with respect to the advisability of making the release provided for herein, and the meaning of Civil Code section 1542. Riguis is aware that she may hereafter discover claims or facts in addition to or different from those they now know or believe to be true with respect to the matters related herein. Nevertheless, it is the intention of Riguis to fully, finally and forever settle and release all such matters, and all claims related to those matters.

9. Riguis represent and warrant that she has not assigned or transferred, or purported to assign or transfer, and shall not hereafter assign or transfer, any obligations, liabilities, demand, claims, costs, expenses, debts, controversies, damages, actions and causes of action released pursuant to this Agreement. Riguis also agrees to defend, indemnify and hold Redlands harmless against any obligation, liability, demand, claim, cost, expense (including, but not limited to

attorneys' fees incurred), debt, controversy, damage, action or cause of action based on, arising out of or in connection with any such transfer or assignment or purported transfer or assignment.

10. Riguis, acknowledges that she has read this Agreement; that she has had the Agreement explained to her by counsel of her choice; that she is aware of the content and legal effect of the Agreement; that she is acting on the advice of counsel of her choice; and that she is not relying on any representations made by any other party or any of the employees, agents, representatives, or attorneys of any other party.

11. The Parties agree to execute and deliver any other instrument or document convenient or necessary to carry out the terms of this Agreement.

12. This Agreement constitutes the entire agreement between the Parties as to the matters contained herein. No modification of this Agreement shall be valid unless made in writing, signed by the Parties. The Parties shall not be bound by any representation, warranty, promise, statement or information, unless it is specifically set forth in this Agreement.

13. Failure of any Party to insist upon strict observance of, or compliance with all of the terms of this Agreement in one or more instances, shall not be deemed to be a waiver of a Party's right to insist upon such observance or compliance with the other terms of this Agreement.

14. This Agreement shall bind and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the Parties.

15. This Agreement has been jointly negotiated and drafted. The language of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any of the Parties.

16. Each person executing this Agreement represents and warrants to the other signatories that they have the authority to execute this Agreement on behalf of the entity for whom they are signing this Agreement.

17. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

18. Should an action be brought to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees and costs incurred in prosecuting the action.

PLAINTIFF/CLAIMANTS

Dated: 8/16/2001

Frances Riguis
Francis Riguis
Frances Riguis

CITY OF REDLANDS

Dated: September 4, 2001

Pat Gilbreath
Pat Gilbreath, Mayor

Attest:

Devin Payne
City Clerk