

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is entered into by and among JANE UN MacDONALD (hereinafter referred to as "MacDONALD"), TOM BRAND (hereinafter referred to as "BRAND"), and the CITY OF REDLANDS (hereinafter referred to as "CITY"), for the sole purpose of resolving certain disputes among them.

WHEREAS, MacDONALD has concerns regarding the environmental impacts of the proposed fourteen-screen theater and related uses to be located west of Third Street, east of Eureka Street and south of Shoppers Lane, including traffic and off-street parking; and

WHEREAS, MacDONALD has filed an appeal challenging the CITY Planning Commission approval of an Application by BRAND for said proposed theater and related uses, referred to by CITY as Conditional Use Permit No. 613; and

WHEREAS, CITY has imposed conditions on the approval of said proposed theater and related uses to mitigate the impacts; and

WHEREAS, CITY and BRAND desire that MacDONALD withdraw her appeal;

NOW, THEREFORE, in consideration of mutual promises contained herein, the parties hereto enter into this Settlement Agreement and hereby agree as follows:

1. MacDONALD shall withdraw her appeal to CITY Conditional Use Permit No. 613.



2. CITY shall refund in full to MacDONALD all appeal fees heretofore deposited with CITY.

3. BRAND covenants and agrees that neither he nor any party, associate or entity in which he holds any interest, nor any person acting on his behalf or with his support and encouragement, shall file an appeal or protest, or take any action or challenges adverse to MacDONALD, or any development project or business venture in which MacDONALD has any interest.

4. CITY agrees to expeditiously process MacDONALD's pending applications for approval of a theater complex. This includes using its best efforts to combine the concept plan approval and conditional use permit approval processes and to carefully complete and review the environmental documentation to insure it complies in all respects with the requirements of CITY ordinances and State laws.

5. This Settlement Agreement is entered into by the parties for the sole purpose of compromising and settling the matters in dispute. It does not constitute, nor shall it be construed as, an admission by either party of the truth or validity of any claims or defenses asserted. Specifically, no representations as to the adequacy or inadequacy of the challenges to CITY's approval of the Conditional Use Permit and adoption of a Negative Declaration in this matter are made by the parties or can be construed from the terms of the settlement herein.

6. (a) The terms of this Settlement Agreement shall bind and inure to the benefit of the parties hereto, their heirs, legal representatives, successors and assigns.

(b) The parties acknowledge that each has had the opportunity to consult, and has in fact consulted, with legal counsel to obtain advice as to the meaning and significance of the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Settlement Agreement.

Dated: Sep 6 - 94.

Jane Un MacDonald.
JANE UN MacDONALD

Dated: Sep 6 - 94

THOMAS BRAND

Dated: September 6, 1994

CITY OF REDLANDS

By Swen Larson
Swen Larson, Mayor

ATTEST:

By Lorrie Poyzer
Lorrie Poyzer, City Clerk
City of Redlands