

SETTLEMENT AGREEMENT

The parties hereto, LBC IRWINDALE, LLC DBA ATWOOD SALES ("LBC"), a limited liability company, and THE CITY OF PLACENTIA ("City"), a municipal corporation, hereby enter into the following Settlement Agreement ("Agreement"). LBC and the City are sometimes referred to in this Agreement collectively as the "Parties," and individually as a "Party."

RECITALS

WHEREAS, there currently exist disputes between the City, on one hand, and LBC, on the other hand, with regard to the business operations on the 3.2 acres on the west side of the Lakeview Loop that LBC is leasing at 719 South Lakeview Avenue, Placentia, CA ("the Property").

WHEREAS, the City contends that LBC's operations on the Property are beyond the scope of the Use Permit 1981-32 issued on September 22, 1981 ("Use Permit"), and LBC disputes the City's contention;

WHEREAS, the City contends that LBC's operations are being done without the proper Building and Recycling permit as required by the Placentia Municipal Code, and LBC disputes the City's contention;

WHEREAS, LBC asserts that its operations are within the scope of the Use Permit and an authorization received from Charles Rangel dba Ragged Robin Ranch (RRR), who had contracted with the City help provide certain planning services and who LBC contends was the City's authorized agent with actual or apparent authority, and the City disputes this contention;

WHEREAS, LBC filed an action against the City in the Orange County Superior Court, LBC Irwindale, LLC v. City of Placentia (30-2017-00961052-CU-MC-CJC), seeking declaratory relief regarding LBC's and the City's rights and obligations with respect to the Property, and seeking monetary damages for detrimental reliance on Charles Rangel's alleged representations and actions ("LBC Action");

WHEREAS, the City issued a number of administrative citations against LBC, which LBC has appealed;

WHEREAS, the City took action to declare the Property a Public Nuisance, which LBC has

appealed;

WHEREAS, the City took action to initiate a revocation of the Use Permit for the Property;

WHEREAS, resolution of these disputes will permit the Parties to avoid the costs and uncertainty of litigation, whether judicial or administrative proceedings; and,

WHEREAS, the City and LBC wish to resolve these disputes;

NOW THEREFORE, this Agreement is made and entered into by and between the City and LBC on the date of last execution below in mutual resolution of these disputes, pursuant to the following terms and conditions:

AGREEMENT

- 1) Wind Down Terms. LBC shall have a total of 11 (eleven) months, starting on April 1, 2018 and ending on March 1, 2019 (the "Business Wind Down Period"), to completely and forever cease all business or personal operations on the Property, and the operations of any of its agents, licensees, sublessees, and invitees on the Property, and to remove all equipment, fixtures, rubble, concrete, asphalt and/or other materials from the Property, whether utilized as part of LBC's operations or not, and whether owned by LBC or not (collectively the "LBC Materials"). If LBC fails to meet this deadline, the provisions of Section 4 below apply. The term LBC Materials shall include not only the LBC Materials present on the Property as of the Effective Date of this Agreement, but also any and all equipment, fixtures, rubble, concrete, asphalt and/or other materials brought onto the Property during the Business Wind Down Period, whether authorized by this Agreement or not.
- 2) During the Business Wind Down Period, LBC's operations on the property shall be subject to the following:
 - a. During the Business Wind Down Period, LBC may receive and process new materials deliveries on the Property, but only during the hours of operation set forth below.
 - b. Between April 1, 2018 until November 4, 2018, inclusive, LBC shall conduct

business activities on the Property only between the hours of 6:00 a.m. to 7:00 p.m. Between the period from November 5, 2018 until March 1, 2019, inclusive, LBC shall conduct its business activities on the Property only between the hours of 6:00 a.m. to 6:00 p.m. LBC's strict compliance with these operating hours is a material term of this Agreement. LBC shall pay \$5,000.00 (Five Thousand Dollars) to the City for each instance that it conducts business activities on the Property outside the aforementioned hours of operations. For the purposes of this Agreement "conducting business activities" shall mean the delivery, processing or sale of any materials, on or from the Property.

- c. During the Business Wind Down period, LBC shall strictly comply with the following terms related to the closing down of its business on the Property, and towards the 100% removal of the LBC Materials, including but not limited to the mounds of rubble and processed materials present on the Property (the mounds of rubble and processed materials are referred to collectively in this Agreement as the "LBC Rubble"):
 - i. The Third-Party Monitor, as identified by the Parties in Section 3 of this Agreement, shall establish a baseline of all the LBC Rubble located on the Property as of April 1, 2018 ("Baseline").
 - ii. Each month, during the first five (5) months following April 1, 2018, LBC must remove eight percent (8%) of the LBC Rubble from the Property, as measured from the pre-established Baseline (i.e., 8% of the LBC Rubble must be removed by 11:59 p.m. on April 30, 2018, 16% by 11:59 p.m. on May 31, 2018, 24% by 11:59 p.m. on June 30, 2018, etc.). By 11:59 p.m. on August 31, 2018, forty percent (40%) percent of the LBC Rubble, as measured from the Baseline, must be removed from the Property.
 - iii. Starting September 1, 2018 and continuing until the expiration of the Business Wind Down Period, LBC must remove ten percent (10%) of the LBC Rubble from the Property each month, as measured from the pre-established Baseline.
 - iv. By the morning of March 1, 2019, one hundred percent (100%) of all the LBC Rubble must have been removed from the Property, and no further activity shall be conducted on the Property by LBC, or by any

of its officers, officials, agents, employees, lessees, subcontractors or invitees. If LBC fails to meet this deadline, the provisions of Section 4 below apply.

- v. The Third-Party Monitor identified in Section 3 below shall monitor the “percentage of reduction” each month to ensure that progress is being made and maintained by LBC as required in this Agreement. The reduction of the LBC Rubble shall adhere to the following schedule:

Month	Percentage of Reduction from April 1, 2018 Baseline
By 11:59 p.m. on April 30, 2018	8%
By 11:59 p.m. on May 31, 2018	16%
By 11:59 p.m. on June 30, 2018	24%
By 11:59 p.m. on July 31, 2018	32%
By 11:59 p.m. on August 31, 2018	40%
By 11:59 p.m. September 30, 2018	50%
By 11:59 p.m. on October 31, 2018	60%
By 11:59 p.m. on November 30, 2018	70%
By 11:59 p.m. on December 31, 2018	80%
By 11:59 p.m. on January 31, 2019	90%

By 11:59 p.m. on February 28, 2019	100%
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- 3) Third-Party Monitor. The Parties shall agree on an independent third-party monitor (“Third-Party Monitor”), whose services shall be entirely paid for by LBC. The Third-Party Monitor shall generate reports to track compliance with the percentage of the reduction of the materials. The Third-Party Monitor shall inspect the Property once per month, after each deadline set forth above, and shall generate a report each month documenting LBC’s progress in removing LBC Rubble from the Property.
- a. If the Third-Party Monitor’s report states that LBC has not met or exceeded a designated cumulative percentage reduction by the deadline set forth in the chart above, LBC shall pay One Thousand dollars (\$1000.00) to the City. The amount due to the City for LBC’s failure to timely meet a designated percentage reduction shall increase by an additional one thousand dollars (\$1000.00) for each consecutive month thereafter where LBC fails to meet the designated cumulative percentage of reduction for that month. However, when LBC reaches the cumulative reduction amount for a given month after having missed prior the cumulative reduction amount for prior months, the payment for a future failure to meet the designated cumulative reduction amount resets to one thousand dollars (\$1,000.00). (So, for example, if LBC fails to meet the designated cumulative reduction amounts for two consecutive months the payment shall be \$2,000 for the second month, in addition to the one thousand (\$1,000) payment from the first month [Total \$3,000]. For further example, if LBC fails to meet the designated cumulative reduction amounts for four consecutive months, the total payment due by LBC to the City would be Ten Thousand dollars (\$10,000.00) (i.e. \$1,000 for month one + \$2,000 for month two + \$3,000 for month three + \$4,000 for month four). For further example, if LBC fails to meet the designated percentage reduction at the end of months one and two, but has caught up and meets the designated percentage reduction by the end of month three, but then fails to meet the designated percentage reduction amount by the end of month four, the total payment due by LBC to the City would be Four Thousand dollars (\$4,000) (i.e., \$1,000 for month one + \$2,000 for month two + \$1,000 for month

four).

- 4) Payments to the City After the Business Wind Down Period. If LBC fails to complete the removal of the LBC Materials and to cease operations at the Property by the end of the eleven (11) month Business Wind Down Period, LBC shall make the following payments to the City, which amounts are cumulative:
- a. If LBC fails to remove all of the LBC Materials and cease operations on the Property by 11:59 p.m. on March 8, 2019, LBC shall pay One Thousand Dollars (\$1,000.00) to the City.
 - b. In addition to the preceding payment, if LBC fails to remove all of the LBC Materials and cease operations on the Property by 11:59 p.m. on March 15, 2019, LBC shall pay to the City an additional Two Thousand Dollars (\$2,000.00).
 - c. In addition to the preceding payment, if LBC fails to remove all of the LBC Materials and cease operations on the Property by 11:59 p.m. on March 22, 2019, LBC shall pay to the City an additional Four Thousand Dollars (\$4,000.00).
 - d. In addition to the preceding payments, if LBC fails to remove all of the LBC Materials and cease operations on the Property by 11:59 p.m. on March 31, 2019, LBC shall pay to the City an additional Five Thousand Dollars (\$5,000.00). Thus, the total amount due to the City if LBC has not removed all of the LBC Materials and ceased operations on the Property by 11:59 p.m. on March 31, 2019 would be Twelve Thousand Dollars (\$12,000.00) [$\$1,000 + \$2,000 + \$4,000 + \$5,000$].
 - e. Beginning on April 1, 2019, for each day that LBC has not removed all of the LBC Materials and ceased operations on the Property, LBC shall pay to the City Four Hundred Dollars (\$400.00) per day.
 - f. Beginning on May 1, 2019, for each day that LBC has not removed all of the LBC Materials and ceased operations on the Property, LBC shall pay to the City Five Hundred Dollar (\$500.00) per day.
 - g. Beginning on June 1, 2019, for each day that LBC has not removed all of the LBC Materials and ceased operations on the Property, LBC shall pay to the City Six Hundred Dollars (\$600.00) per day.
 - h. Beginning on July 1, 2019, for each day that LBC has not removed all of the LBC Materials and ceased operations on the Property, LBC shall pay to the City Eight Hundred Dollars (\$800.00) per day.

- i. After July 31, 2019, the amount LBC shall pay to the City for each day that it has not removed all of the LBC Materials and ceased operations on the Property shall increase by \$500.00 increments on the first of each month thereafter that LBC has failed to completely remove all of the LBC Materials from the Property and cease its operations on the Property (e.g. \$1300.00 per day for August, \$1800.00 per day for September, \$2300 per day for October, etc.).
 - j. Timing of Payment. All payments by LBC pursuant to Sections 3 and 4 of this Agreement shall be due within thirty days of issuance of a notice by the City that payment is due. All payments shall be made to the Director of Development Services for the City of Placentia.
- 5) Local Impact-Mitigation. LBC agrees to the following steps to reduce the impact of its operations on the Property during the Business Wind Down Period:
 - a. As outlined in Attachment A, LBC will sweep South Lakeview Avenue and the entrance/exit of the Property on a daily basis. Attachment A is attached hereto and is incorporated by this reference.
 - b. As outlined in Attachment A, LBC will sweep neighboring areas surrounding the Property that claim to be impacted by LBC's operations on the Property. LBC shall sweep the area that is referenced in Attachment A and according to the schedule set forth in Attachment A. Upon the reasonable request of the Director of Development Services, LBC shall work in good faith to determine what additional area(s) can reasonably be added by LBC to Attachment A for sweeping.
 - c. LBC shall water the materials on the Property at least every three hours during operating hours. If LBC determines that additional watering is necessary to reduce the amount of dust coming from the Property, LBC can increase the amount of watering as it deems appropriate. Further, upon the reasonable request of the Director of Development Services, LBC shall work in good faith to determine how the watering schedule can reasonably be increased by LBC to address dust blowing from the Property.
 - d. Any property owners or tenants who claim to be impacted by LBC's operations on the Property during the period when LBC's operations are continuing on the Property can contact LBC to schedule a meeting to discuss other possible measures to reduce the impact of LBC's

operations on the neighborhood. LBC shall work in good faith to establish any additional measures which can reasonably be implemented by LBC without substantial additional cost.

- 6) Actions Taken Following Execution of Agreement. Except as indicated below, within ten (10) days following the execution of this Agreement by all Parties, the Parties shall take the following actions:
- a. Civil Lawsuit. LBC shall dismiss LBC Irwindale, LLC v. City of Placentia (30-2017-00961052-CU-MC-CJC) (the "LBC Action") without prejudice.
 - b. Public Nuisance Hearing. The City shall withdraw its January 25, 2018 Declaration of Public Nuisance and Order of Abatement, and the corresponding hearing. LBC shall withdraw its appeal of the January 25, 2018 findings of a Public Nuisance.
 - c. Use Permit Revocation. The City shall withdraw the petition to revoke the Use Permit 1981-32 and the corresponding hearing.
 - d. Administrative Citation Appeal. LBC will withdraw its appeals to the administrative citations issued by the City within ten (10) days of full execution of the agreement. LBC will waive the recovery of any and all appeal costs that have been paid to City and/or the City's vendor as of the date of this Agreement for the administrative citation appeal without any admission of liability or wrongdoing. The City shall not seek to collect any further fines on prior citations.
 - e. Payment. LBC shall make three payments totaling Five Thousand Dollars (\$5,000.00) to the City. The first payment of Two Thousand Dollars (\$2,000.00) shall be due within three (3) days of the execution of this Agreement by all Parties. LBC shall make the second payment of Two Thousand Dollars (\$2,000.00) on or before October 1, 2018. LBC shall make the last payment of One Thousand Dollars (\$1,000.00) on or before March 1, 2019. All payments shall be made to the Director of Development Services for the City of Placentia.
 - f. Substantial Non-Compliance. LBC shall be deemed to be "Substantially Out of Compliance" with this Agreement only if (i) the LBC Rubble is more than 30% of the April 1, 2018 Baseline over the permitted amount in any one month (as set forth in the chart in Section 2(c)(v) of this

Agreement); or (ii) more than 20% of the April 1, 2018 Baseline over the permitted amount for more than three (3) consecutive months; or (iii) LBC fails to cease operations on the Property by July 1, 2019. If LBC is Substantially Out of Compliance, then the City can utilize its police powers against LBC, LBC's members, and/or the Property owner, and LBC's releases set forth in Sections 7 and 8 of this Agreement shall remain in effect and bar LBC from filing an action asserting any of the released claims (including, but not limited to, those set forth in the LBC Action). However, if the City elects to proceed by way of the City's police powers against LBC, LBC's members, and/or the Property owner with respect to LBC's operating hours, as defined by Section 2(b) of this Agreement, or any of the issues that formed the basis of the Parties' existing dispute (as set forth in the July 11, 2017 Notice of Violation to Brent Lauer; the September 20, 2017 letter from Joseph M. Lambert to Titan Industrial Services; the October 4, 2017 letter from Joseph M. Lambert to Atwood Sales and Bruce Degler; the citations issued on November 21, 2017, November 28, 2017, December 4, 2017, and/or December 7, 2017 under Case No. CE171159; the December 14, 2017 Notice by the City of Placentia Division of Building & Safety, signed by inspector Bob Burnett; the December 18, 2017 letter from Joseph M. Lambert to Atwood Sales, Ajax Lakeview Development, LLC, and Bruce Degler; the Misdemeanor Complaint in *People v. Degler et. al*, 18NM01478; the Notice of Hearing on January 22, 2018 regarding Atwood Sales Declaration of Public Nuisance; the January 25, 2018 Declaration of Public Nuisance and Order of Abatement; the Notice of Public Hearing on February 13, 2018 regarding Revocation of Use Permit (UP) 1981-32; and/or the Notice of Public Hearing on February 13, 2018 regarding Appeal of the City of Placentia Public Hearing Officer's Declaration of Public Nuisance; and/or as argued in the January 22, 2018 nuisance hearing prior) (collectively with operating hours, the "Precluded Issues") when LBC is Substantially Out of Compliance, then LBC's future duties and obligations pursuant to this Agreement (including, but not limited to, LBC's payments to the City pursuant to Sections 3 and 4 of the Agreement) shall cease as of the date of the

City's action. However, if the City exercises its police powers against LBC, LBC's members, and/or the Property owner with respect to any of the Precluded Issues when LBC is not Substantially Out of Compliance, then LBC's releases of its claims against the City and the City's related parties set forth in Sections 7 and 8 of this Agreement shall be deemed ineffective, terminated, null, void, and rescinded in their entirety as of the Effective Date of this Agreement, and LBC shall be permitted bring its claims, including (but not limited to) the claims asserted in the LBC Action. If the City elects to proceed by way of police powers against LBC, LBC's members, and/or the Property owner with respect to any of the Precluded Issues when LBC is not Substantially Out of Compliance, then LBC's future duties and obligations pursuant to this Agreement (including, but not limited to, LBC's payments to the City pursuant to Section 3 and 4 of the Agreement) shall cease as of the date of the City's action.

g. Covenant Not to Re-File LBC Action. LBC covenants that LBC will not seek to re-file causes of actions related to LBC Irwindale, LLC v. City of Placentia (30-2017-00961052-CU-MC-CJC) unless the City exercises its police powers against LBC, LBC's members, and/or the Property owner with respect to any of the Precluded Issues when LBC is not Substantially Out of Compliance as outlined within Section 6(f) of this Agreement.

h. Dismissal of LBC Action With Prejudice. Upon the removal of all of the LBC Materials from the Property and complete cessation of LBC's operations on the Property, so long as the City has not exercised its police powers against LBC, LBC's members, and/or the Property owner after the Effective Date of this Agreement with respect to any of the Precluded Issues when LBC was not Substantially Out of Compliance, LBC shall dismiss the LBC Action with prejudice.

7) Release. Except for the rights, obligations, representations, and warranties set forth in, created by, arising out of or reserved under the express terms of this Agreement (including, but not limited to, the provisions of Section 6(f) of this Agreement), each Party, for itself and its current, former, and future successors, predecessors, partners, members, employees, agents, assigns, representatives, elected officials, officers, and

insurers, do hereby release each other Party and each of the other Party's current, former, and future successors, predecessors, partners, members, employees, agents, assigns, representatives, elected officials, officers, and insurers of and from any and all claims, actions, causes of action, damages, costs, contracts, covenants, representations, warranties, promises, undertakings, obligations, losses, liabilities, rights of action and demands of any kind whatsoever, whether known or unknown, accrued or to accrue, anticipated or unanticipated, arising out of, in any way related to, or in connection with (whether in whole or in part) any act, omission, fact or event whatsoever occurring any tie on or before the Effective Date of this Agreement.

- 8) Civil Code Section 1542 Release. The Parties are aware of all rights that may be granted to them pursuant to California Civil Code section 1542, which provides in full as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

The Parties nevertheless expressly waive and relinquish any and all rights granted to them by California Civil Code section 1542, and any similar statute, code, law, or regulation of any state of the United States, or of the United States, and agree that the releases set forth in Section 7 above extend to all claims of every nature whatsoever, known and unknown, suspected and unsuspected, disclosed and undisclosed, fixed and contingent, except as set forth in Section 6(f) of this Agreement. Furthermore, each Party acknowledges that it is aware that it may hereafter discovery facts different from or in addition to the facts now known or believed to be true in respect to the matters herein released. Nevertheless, the Parties accept and assume the risk that such facts may turn out to be different and agree that the terms of the release in this Agreement shall in all respects be effective and not subject to termination, rescission, or modification by any such different or additional the facts, except as set forth in Section 6(f) of this Agreement. However, this Agreement does not intend to or expressly waive any of the City's constitutionally granted "police powers" for initiating any civil, criminal and/or administrative action to address nuisance conditions on the Property, or any defenses that LBC may assert in any action brought by the City under its "police powers." Further, this Agreement and the releases set forth herein do not impact the criminal proceeding, *People v. Degler et. al*, 18NM01478, and do not in any way limit the defenses the defendants may assert in the criminal proceeding.

9. Tolling. The City agrees that the accrual, running, and lapse of all periods of limitations, repose, and laches as to LBC's claims against the City, and all other time limitations set forth in California Government Code 910 *et seq.* relating to the presentation and consideration of LBC's claims, are hereby suspended, abated, and tolled, effective as of the Effective Date of this Agreement and for a period of thirty (30) calendar days after LBC receives actual notice that the City has exercised its police powers against LBC, LBC's members, and/or the Property owner with respect to any of the Precluded Issues when LBC is not Substantially Out of Compliance. If said thirtieth (30th) day falls on a Saturday, Sunday, or California state court holiday, then such period shall be extended until the next day that is not a Saturday, Sunday, or California state court holiday. The provisions of this Section 9 shall be in addition to any defenses LBC may have based on the terms of this Agreement against the City's exercise of its police powers. However, any claims, filings or causes of action that expired and/or were time barred prior to the execution of the Agreement shall not be extended or revived by this Agreement.

- 10) Counterparts. This Agreement may be executed in counterparts, and all so executed shall constitute an agreement binding on the Parties hereto. The Parties further agree that a facsimile or electronic copy of the executed counterparts shall have the same force and effect as an original.
- 11) Choice of Law. This Agreement shall in all respects be interpreted, enforced, and governed under the laws of the State of California.
- 12) Choice of Venue. The Parties agree that the exclusive venue for any action arising out of or relating to the breach or interpretation of this Agreement shall be the Superior Court of the State of California for the County of Orange.
- 13) Entire Agreement. This Agreement, consisting of fifteen (15) pages, plus the previously identified attachment to this Agreement, constitute the entire understanding between and among the Parties hereto with respect to the subject matter hereof, and supersedes and replaces all prior negotiations and proposed agreements, whether written or oral. Each Party acknowledges that no Party, or agent, or representative of the other Party, has made any promise, representation, or warranty, express or implied, not expressly contained in this

Agreement that induced the other Party to sign this document, and that no Party executed this Agreement in reliance on any promise, representation, or warranty not contained herein.

- 14) Amendments. Both Parties agree that this Agreement shall not be amended or modified, except in a writing that is signed and dated by each Party.
- 15) Additional Acts. The Parties agree to perform such further acts and to execute and deliver such further documents as may be reasonably necessary to carry out this Agreement.
- 16) No Oral Modifications or Waiver. No supplement, modification, or amendment to this Agreement shall be binding unless executed in writing that is signed by all of the Parties. No waiver of any provision of this Agreement shall be binding unless executed in writing by the Party making the waiver. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.
- 17) Severability. If any provision of this Agreement shall be determined to be invalid, void, unenforceable, or illegal, such provision shall be construed and enforced as valid and enforceable to the fullest extent permitted by law consistent with the intent of the Parties hereto as expressed in this Agreement. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each of said other provisions of this Agreement shall be enforced to the fullest extent permitted by law.
- 18) No Duress. Each of the Parties hereto acknowledges, warrants, represents and agrees that in executing and delivering this Agreement, it do so freely, knowingly and voluntarily, that it had an opportunity to discuss the terms and the implications of this Agreement with legal counsel, that it is fully aware of and understands the contents and effect thereof and that such execution and delivery is not the result of any fraud, duress, mistake or undue influence whatsoever.
- 19) It is acknowledged and understood by the Parties hereto that the facts with respect to this instrument as given may hereafter turn out to be other than or different from the facts in that connection now known to them or believed by them to be true, and the Parties therefore expressly assume the risk of the facts being different and agree that this instrument shall be in

all respects effective and not subject to termination or rescission by reason of any such difference in facts, except as set forth in Section 6(f) of this Agreement.

- 20) Construction. Each Party hereto as been fully and competently represented by counsel of its own choosing in the negotiation and drafting of this Agreement. According, the parties hereto acknowledge and agree that the language of this instrument shall be construed as a whole according to its fair meaning and not strictly for or against either of the parties, and any rule of construction of contracts resolving ambiguities against the drafting party shall be inapplicable to this Agreement and is waived.
- 21) No Admission of Liability. The Parties agree that this Agreement is a compromise of disputed claims and that neither this Agreement nor the performance of any acts hereunder shall constitute or be construed as an admission of liability, facts relating to liability, wrongdoing, or unlawful conduct by any Party, all of which liability is denied by the Parties.
- 22) Signatures. The Agreement may be signed in one or more counterparts, all of which taken together shall constitute one and the same instrument. A photocopy of this Agreement may be used in lieu of an original in any action or proceeding brought to enforce or interpret this Agreement. Furthermore, a signature page of this Agreement executed by any Party and sent via facsimile or electronic mail shall be binding as though it were an executed original.
- 23) Attorneys' Fees. The Parties shall each bear their own attorney's fees and costs incurred in connection with the Civil Lawsuit, this Agreement, and/or the claims and matters released hereunder. However, in any action at law or in equity to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs.
- 24) Gender and Number. Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.
- 25) Warranty of Authority. Each person who signs this Agreement in a representative capacity represents and warrants that he or she is duly authorized to execute the Agreement on behalf of the Party for whom he or she purports to sign.

- 26) Warranty of Non-Assignment. Each Party represents and warrants that said Party has not transferred, pledged, assigned, or hypothecated said Party's respective rights or claims to any other person or entity, and that no other consents, approvals, authorizations, releases, or settlements are necessary from any other person or entity to release and discharge completely the other Party from the claims specified herein.
- 27) Headings. The headings contained in this Agreement are for reference purposes only and shall in no way affect the meaning or interpretation of the Agreement.
- 28) Binding Upon Successors. This Agreement, including the releases herein, shall be binding upon and inure to the benefit if each of the Parties hereto and their respective successors and assigns.
- 29) Effective Date. This Agreement shall be effective as of the last date signed below by the Parties.

LBC IRWINDALE, LLC

Dated: May 2, 2018

By: 

CITY OF PLACENTIA

Dated: May 24, 2018

By: 

Its:

- 26) Warranty of Non-Assignment. Each Party represents and warrants that said Party has not transferred, pledged, assigned, or hypothecated said Party's respective rights or claims to any other person or entity, and that no other consents, approvals, authorizations, releases, or settlements are necessary from any other person or entity to release and discharge completely the other Party from the claims specified herein.
- 27) Headings. The headings contained in this Agreement are for reference purposes only and shall in no way affect the meaning or interpretation of the Agreement.
- 28) Binding Upon Successors. This Agreement, including the releases herein, shall be binding upon and inure to the benefit if each of the Parties hereto and their respective successors and assigns.
- 29) Effective Date. This Agreement shall be effective as of the last date signed below by the Parties.

LBC IRWINDALE, LLC

Dated: _____, 2018

By: _____

CITY OF PLACENTIA

Dated: May 24, 2018

By: 

Its: _____

APPROVED AS TO FORM AND CONTENT:
LAW OFFICE OF IONES & MAYER

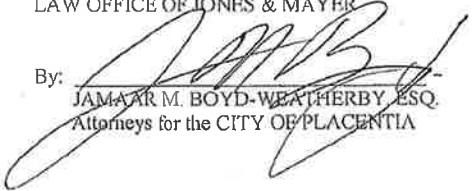
By: 
JAMAAR M. BOYD-WEATHERBY, ESQ.
Attorneys for the CITY OF PLACENTIA

EXHIBIT A

LBC Irwindale, LLC – Street Sweeping Schedule



Lakeview Loop

Minimum Sweeping Schedule: Daily at 12:00 p.m. and 4:00 p.m.

Heavy Trucking Schedule: Daily at 10:00 a.m., 12:00 p.m., 2:00 p.m. and 4:00 p.m.
In addition to Regular Schedules, LBC will sweep Lakeview Loop as needed to minimize tracking

Veterans Way

Minimum Sweeping Schedule: At Least one time Daily

S. Lakeview Avenue

Minimum Sweeping Schedule: Once Per Week

In addition to Regular Schedules, LBC will sweep the West Side of Lakeview Avenue between Lakeview Loop and Miraloma as needed to minimize tracking