

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 3.34
(ID # 12912)

MEETING DATE:
Tuesday, August 25, 2020

FROM: FACILITIES MANAGEMENT AND TLMA - TRANSPORTATION DEPARTMENT:

SUBJECT: FACILITIES MANAGEMENT - REAL ESTATE (FM-RE) AND TRANSPORTATION AND LAND MANAGEMENT AGENCY (TLMA) TRANSPORTATION DEPARTMENT: Approval of Settlement Agreement with Wily Rodriguez and El Colima Mexican Grill Inc. for relocation assistance regarding a portion of Assessor's Parcel Number 167-160-007, Jurupa Road Grade Separation Project, Jurupa Valley, CEQA Exempt; District 2; [\$1,004,984 - Total Cost]; State Funds 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that nothing further is required pursuant to the California Environmental Quality Act (CEQA) because the project was previously approved and found to be exempt pursuant to State CEQA Guidelines Section 15282 (g);
2. Approve the attached Settlement Agreement between the County of Riverside and Wily Rodriguez and El Colima Mexican Grill Inc. (El Colima) and authorize the Chairman of the Board to execute said agreement on behalf of the County;
3. Authorize the Director of Facilities Management, or designee, to execute any other documents and administer all actions necessary to complete this transaction;

ACTION: Policy


Rose Salgado, Director of Facilities Management 7/20/2020


Patricia Romo, Director of Transportation 8/4/2020

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: August 25, 2020
xc: FM, Transp.

Kecia R. Harper
Clerk of the Board

By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

4. Authorize and allocate the amount of \$970,784 as a full settlement for relocation assistance under the Settlement Agreement for the business operated by El Colima located within a portion of Assessor's Parcel Number 167-160-007; and
5. Ratify and authorize reimbursement to Facilities Management-Real Estate (FM-RE) in the amount not-to-exceed \$34,200 for appraisals, relocation consultant, and staff expenses.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 1,004,984	\$ 0	\$ 1,004,984	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: State – Senate Bill 132 funds – 100%			Budget Adjustment:	No
			For Fiscal Year:	2020/21

C.E.O. RECOMMENDATION: Approve.

BACKGROUND:

Summary

The Riverside County Transportation Department (County), in cooperation with the City of Jurupa Valley (City), desires to construct a new grade separation to replace the existing Union Pacific Railroad (UPRR) at-grade crossing located on Jurupa Road in the City, east of Van Buren Boulevard (Project). Jurupa Road is a two-lane arterial highway that provides access to commercial, industrial and residential land uses in the City.

The Project will grade separate Jurupa Road and the UPRR mainline tracks with an undercrossing structure. This improvement will improve vehicular traffic circulation and safety and will provide uninterrupted and efficient access for motorists, residents, businesses, pedestrians and emergency vehicles in the area. Additionally, the Project will enhance the operational characteristics (i.e. speed, efficiency and reliability) of freight and passenger trains by eliminating conflicts between railroad operations and vehicular traffic.

On October 24, 2017 (Minute Order 3.14), the Board of Supervisors approved an agreement between the County, the City and Riverside County Transportation Commission that designated the County as the lead agency to implement the Project.

On October 16, 2018 (Minute Order 3.23), the Board of Supervisors adopted Resolution 2018-183, Agreeing to Hear Future Resolutions of Necessity for the Project, and found the Project statutorily exempt under the California Environmental Quality Act (CEQA) per State CEQA Guidelines Section 15282(g). Therefore, CEQA compliance has been completed, the 35-day statute of limitations for a statutory exemption has expired, and no further action is required under CEQA.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

Richard and Karen Miller (Millers) currently own property identified as Assessor's Parcel Number 167-160-007 (Property) located near the at-grade crossing of Jurupa Road and Van Buren Boulevard in the City. The Millers currently have existing improvements on the Property with lessee's occupying the space.

Wily Rodriguez (Tenant), the Chief Executive Officer, Chief Financial Officer, and Secretary of El Colima Mexican Grill Inc., a California Corporation, (El Colima) entered into a lease with the Millers on March 28, 2016 for the purpose of operating a restaurant business on a portion of the Property (Premises). El Colima operates a fast food restaurant on the Premises under the Lease. Due to the proposed Project, El Colima will relocate its business, and Tenant will terminate its lease with the Millers.

This business displacement triggers relocation assistance obligations under federal law (49 CFR § 24.301 et seq.), State Relocation Law (California Government Code § 7260 et seq.), and the State Relocation Guidelines (California Code of Regulations, Title 25, § 6000 et seq.). Facilities Management – Real Estate (FM-RE) contracted with Overland, Pacific & Cutler, Inc. (OPC) for relocation services. OPC provided El Colima with the required General Information Notice and Notice of Eligibility for relocation purposes. Under the Settlement Agreement, the County will pay the fixed payment amount of \$744,544 for actual moving and related expenses. In addition, the estimated value of the fixture and equipment removed by El Colima was estimated at \$47,240. Finally, the value of the loss of goodwill was estimated at \$179,000. This brings the total settlement amount for relocation assistance to \$970,784.

There are costs of \$34,200 associated with this transaction which include relocation consultant costs, fixture and equipment appraisal, goodwill appraisal, and FM-RE staff time. However, an additional contingency amount not-to-exceed \$4,000 is requested for OPC in the event of any unforeseen delays in completing the relocation efforts of El Colima.

The Settlement Agreement has been reviewed and approved by County Counsel as to legal form.

Impact on Residents and Businesses

The Project will improve vehicular traffic circulation and safety and will provide uninterrupted and efficient access for motorists, residents, businesses, pedestrians and emergency vehicles in the area. Additionally, the Project will enhance the operational characteristics (i.e. speed, efficiency, and reliability) of freight and passenger trains through Riverside County by eliminating conflicts between railroad operations and vehicular traffic.

Additional Fiscal Information

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**


The following summarizes the not-to exceed funding necessary for the relocation assistance to be provided to the displaced tenant due to the Project:

Fixed Payment of Actual Moving and Related Expenses	\$744,544
Loss of Goodwill	\$179,000
Fixture and Equipment	<u>\$47,240</u>
Total to El Colima	\$970,784
Fixture and Equipment Appraisal Cost	\$5,200
Loss of Goodwill Appraisal Cost	\$5,000
Relocation Consultant (OPC) Costs	\$10,000
Contingency (OPC) Costs	\$4,000
FM-RE Real Property Staff Time	\$10,000
Total Costs – (Not to Exceed)	\$1,004,984

Attachments:

Project Location Map
Subject Property Map
Settlement Agreement

MT:dr/071320/477TR/30.339


Steven Atkeson 8/16/2020


Gregory H. Priamos, Director County Counsel 8/13/2020

1 PROJECT: JURUPA ROAD GRADE
2 SEPARATION PROJECT
3 PARCEL: 0060-004A
4 APN: 167-160-007 (portion)
5

6 **SETTLEMENT AGREEMENT**

7 This Settlement Agreement ("Agreement") is made by and between the
8 COUNTY OF RIVERSIDE, a political subdivision of the State of California, ("County"),
9 and WILY RODRIGUEZ ("Tenant") and EL COLIMA MEXICAN GRILL INC., a
10 California Corporation, ("El Colima"). County, Tenant, and El Colima are sometimes
11 collectively referred to herein as the "Parties".

12 **RECITALS**

13 WHEREAS, Tenant and Richard Miller ("Lessor") entered into that certain Real
14 Estate Lease dated March 28, 2016 ("Lease") whereby Tenant leased a certain portion
15 ("Premises") of the property located at 9279 Jurupa Road in the City of Jurupa Valley,
16 County of Riverside, State of California, owned by Richard Miller and Karen Miller,
17 Trustees for The Miller Family Trust dated May 7, 1980 (collectively, the "Millers"),
18 identified by Assessor's Parcel Number 167-160-007 ("Property"), as depicted on the
19 Plat Map identified as Attachment 1, attached hereto and made a part hereof, for the
20 purpose of operating a fast food restaurant for the general public; and

21 WHEREAS, Tenant is the Chief Executive Officer, Chief Financial Officer, and
22 Secretary of El Colima, which operates a fast food restaurant on the Premises under
23 the Lease; and

24 WHEREAS, the Premises is shown on the image in Attachment 2, attached
25 hereto and made a part hereof; and

26 WHEREAS, County is currently working on a grade separation project located at
27 the at-grade crossing of Jurupa Road and Van Buren Boulevard, separating Jurupa
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1 Road and the Union Pacific Railroad mainline tracks with an underpass where it
2 crosses the tracks ("Project"); and

3 WHEREAS, the County's construction of the Project would impact the
4 improvements located on the Property, and County will offer to acquire a portion of the
5 Property, including the Premises, from the Millers for the Project; and

6 WHEREAS, El Colima is entitled to relocation benefits as El Colima was
7 operating its business on the Premises when the Notice of Decision to Appraise
8 ("NOD") was issued; and

9 WHEREAS, El Colima owns certain fixtures and equipment located on the
10 Premises as described in Attachment 3, attached hereto and made a part hereof; and

11 WHEREAS, the Effective Date is the date on which this Agreement is approved
12 and fully executed by County, Tenant, and El Colima, as listed on the signature page of
13 this Agreement; and

14 WHEREAS, Tenant agrees, among other things, that it is not entitled to any
15 relocation benefits, including, but not limited to, loss of goodwill, fixtures, equipment,
16 actual moving and related expenses, and to execute the Lease Termination
17 Agreement, in the form attached hereto as Attachment 4; and

18 WHEREAS, El Colima agrees, among other things, to accept County's payment
19 for the loss of goodwill and fixtures and equipment and for payment of actual moving
20 and related expenses, as set forth below.

21 NOW, THEREFORE, in consideration of the payment and other obligations set
22 forth below, County, Tenant, and El Colima mutually agree as follows:

23
24 **ARTICLE 1. AGREEMENT**

25 1. Recitals. All the above recitals are true and correct and by this reference
26 are incorporated herein.

27 2. Consideration.

1 A. For good and valuable consideration, County shall pay El Colima
2 in the amount of Nine Hundred Seventy Thousand Seven Hundred Eighty-Four Dollars
3 (\$970,784) ("Payment") for the loss of goodwill, fixtures and equipment and for
4 payment of actual moving and related expenses, as set forth below.

5 B. Loss of Goodwill: It is understood and agreed between the Parties
6 hereto that included in the payment under Paragraph 2(A) above, is the amount of One
7 Hundred Seventy-Nine Thousand Dollars (\$179,000) to compensate El Colima for any
8 and all loss of goodwill. El Colima agrees and acknowledges that the statute which
9 authorizes this payment also provides that compensation for such loss will not be
10 duplicated in the compensation (if any) otherwise awarded to El Colima.

11 C. Fixtures and Equipment: The Parties acknowledge that the
12 payment by the County to El Colima includes compensation in the amount of Forty-
13 Seven Thousand Two Hundred Forty Dollars (\$47,240) for Items 1 through 21 on
14 Attachment 3 that will be removed by El Colima upon El Colima's vacation of the
15 Premises.

16 D. Payment of Actual Moving and Related Expenses: The Parties
17 acknowledge El Colima is eligible for a Fixed Payment of Actual Moving and Related
18 Expenses in the amount of Seven Hundred Forty-Four Thousand Five Hundred Forty-
19 Four Dollars (\$744,544).

20 3. County Responsibilities.

21 A. Upon the mutual execution of this Agreement, County will open
22 escrow ("Escrow") with Lawyers Title Company ("Escrow Holder"). Promptly on the
23 Escrow Holder's request, the Parties shall execute such additional Escrow instructions
24 as are reasonably required to consummate the transaction contemplated by this
25 Agreement and are not inconsistent with this Agreement. In the event of any conflict
26 between the terms of this Agreement and any additional Escrow instructions, the terms
27 of this Agreement shall control. The Escrow Holder will hold all funds deposited by the
28 County in an escrow account ("Escrow Account") that is interest bearing and at a bank

1 approved by County with interest accruing for the benefit of County. The Escrow
2 Account shall remain open until all charges due and payable have been paid and
3 settled; any remaining funds shall be refunded to the County.

4 B. Upon the opening of Escrow, the County shall deposit the
5 Payment as follows:

6 i. Payment. Deposit into Escrow the Payment in the amount
7 of Nine Hundred Seventy Thousand Seven Hundred Eighty-Four Dollars (\$970,784).

8 ii. Closing Costs. County will deposit to Escrow Holder
9 amounts sufficient for all escrow, recording and reconveyance fees incurred in this
10 transaction and if title insurance is desired by County, the premium charged therefor.
11 Said escrow and recording charges shall not include documentary transfer tax as
12 County is exempt pursuant to Cal. Govt. Code section 6103 and Cal. Revenue and
13 Taxation Code section 11922.

14 iii. County will deposit all other such documents consistent with
15 this Agreement as are reasonably required by Escrow Holder or otherwise to close
16 escrow.

17 C. The County shall authorize distribution of the Payment as follows:

18 i. County shall authorize Escrow Holder to distribute fifty
19 percent (50%) of the Payment in the amount of Four Hundred Eighty-Five Thousand
20 Three Hundred Ninety-Two Dollars (\$485,392) to El Colima upon submission of all
21 necessary escrow documents from Tenant and El Colima required by Escrow Holder
22 and upon written satisfaction by County.

23 ii. Escrow Holder shall retain in the Escrow Account the
24 remaining fifty percent (50%) of the Payment in the amount of Four Hundred Eighty-
25 Five Thousand Three Hundred Ninety-Two Dollars (\$485,392) until instructed by
26 County. Tenant and El Colima shall submit to County's relocation consultant written
27 documentation evidencing Tenant and El Colima's vacation of the Premises. Upon
28 submittal, County shall have its relocation consultant perform a final inspection of the

1 Premises to confirm vacation of the Premises. County's relocation consultant will then
2 provide written notification to County of the vacation of the Premises by Tenant and El
3 Colima.

4 iii. Authorize Escrow Holder to disburse to El Colima the
5 remaining fifty percent (50%) of the Payment in the amount of Four Hundred Eighty-
6 Five Thousand Three Hundred Ninety-Two Dollars (\$485,392) upon County's written
7 authorization.

8 D. Upon Close of Escrow, County shall authorize Escrow Holder to:

9 i. Deliver to County the fully executed Lease Termination
10 Agreement and any other documents (or copies thereof) deposited into Escrow by
11 Tenant and El Colima; and

12 ii. Deliver to Tenant and El Colima any other documents (or copies
13 thereof) deposited into Escrow by County.

14 4. El Colima and Tenant Responsibilities.

15 A. Upon the release of Payment in Section 3(C)(i), Tenant shall
16 deliver, or cause to be delivered, to Escrow Holder a Lease Termination Agreement, in
17 the form attached hereto as Attachment 4, duly executed and acknowledged by the
18 parties thereto ("Lease Termination Agreement").

19 B. Retain the contractor(s) necessary to complete the
20 reestablishment of El Colima at another location. El Colima shall directly compensate
21 each contractor for all costs, fees and/or expenses. The County is not responsible for
22 any payment to the selected contractor(s) and El Colima shall indemnify, defend,
23 protect and hold harmless the County, its officers, employees, successors, and assigns
24 free and hold harmless from and against any and all claims, liabilities, penalties,
25 forfeitures, losses or expenses, including without limitations, attorney's fees,
26 whatsoever arising from or caused by any actions or omissions of El Colima in
27 connection with El Colima's selection and use of any of the contractor(s).

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1 C. Effective upon the execution of this Agreement, the hereinafter
2 described release of claims provision shall automatically go into force and effect
3 without the need for any further action by the Parties. El Colima releases the County
4 and its departments, officers, directors, officials, employees, agents, successors,
5 assigns, and independent contractors (collectively, the "Releasees") from any and all
6 claims that El Colima may have, or ever may have, against the Releasees that directly
7 or indirectly relate to or arise from one or more of the following: A) the County's above-
8 described Jurupa Road Grade Separation Project, B) the Premises, C) the Property, D)
9 the County's acquisition of the Property from the Millers, E) El Colima's business or
10 personal property on the Premises, or F) any local, state, or federal laws, including but
11 not limited to the eminent domain laws. El Colima shall indemnify, defend and hold
12 harmless the County and its departments, officers, directors, officials, employees,
13 agents, successors, assigns, and independent contractors from any claims, causes of
14 action, liabilities, damages, attorney's fees, and costs that directly or indirectly relate to
15 or arise from any misrepresentation or breach of warranty or covenant by El Colima in
16 this Agreement or the use of the Property by El Colima or its subtenants, guests,
17 invitees, employees, agents, or representatives.

18 D. Effective upon the execution of this Agreement, the hereinafter
19 described release of claims provision shall automatically go into force and effect
20 without the need for any further action by the Parties. Tenant releases the Releasees
21 from any and all claims that Tenant may have, or ever may have, against the
22 Releasees that directly or indirectly relate to or arise from one or more of the following:
23 A) the County's above-described Jurupa Road Grade Separation Project, B) the
24 Premises, C) the Property, D) the County's acquisition of the Property from the Millers,
25 E) Tenant's business or personal property on the Premises, or F) any local, state, or
26 federal laws, including but not limited to the eminent domain laws. Tenant shall
27 indemnify, defend and hold harmless the County and its departments, officers,
28 directors, officials, employees, agents, successors, assigns, and independent

1 contractors from any claims, causes of action, liabilities, damages, attorney's fees, and
2 costs that directly or indirectly relate to or arise from any misrepresentation or breach
3 of warranty or covenant by Tenant in this Agreement or the use of the Property by
4 Tenant or Tenant's subtenants, guests, invitees, employees, agents, or
5 representatives.

6 E. Tenant hereby agrees and acknowledges that (i) El Colima is the
7 sole owner of the fixtures and equipment located on the Premises, as described in
8 Attachment 3, (ii) Tenant is not entitled to any relocation benefits or payments from the
9 County, including, but not limited to, payment for loss of goodwill, fixtures, equipment,
10 or actual moving and related expenses, and (iii) Tenant shall not seek any
11 compensation from the County for the removal of any of Tenant's or El Colima's
12 property from the Property for any reason whatsoever.

13 F. El Colima hereby agrees and acknowledges that all consideration
14 tendered or granted by County to El Colima is accepted as full consideration for any
15 and all loss of goodwill and fixtures and equipment and for payment of actual moving
16 and related expenses, and El Colima shall not seek additional compensation for the
17 removal of any of El Colima's property from the Property for any reason whatsoever.

18 G. Tenant and El Colima represent and warrant that it has the legal
19 power, right and authority to enter into this Agreement and the instruments referenced
20 herein, to perform its obligations hereunder and to consummate the transaction
21 contemplated by this Agreement.

22 H. On or before the date that Escrow is to close ("Close of Escrow"),
23 Tenant and El Colima will deposit all other such documents consistent with this
24 Agreement as are reasonably required by Escrow Holder or otherwise to close Escrow.

25 **Article II. MISCELLANEOUS**

26 1. This Agreement embodies all of the considerations agreed upon between
27 the County, Tenant, and El Colima. This Agreement was obtained without coercion,
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1 promises other than those provided herein, or threats of any kind whatsoever by or to
2 either party.

3 2. This Agreement shall not be changed, modified, or amended except upon
4 the written consent of the Parties hereto.

5 3. This Agreement is the result of negotiations between the Parties and is
6 intended by the Parties to be a final expression of their understanding with respect to
7 the matters herein contained. This Agreement supersedes any and all other prior
8 agreements and understandings, oral or written, in connection therewith. No provision
9 contained herein shall be construed against the County solely because it prepared this
10 Agreement in its executed form.

11 4. Any action at law or in equity brought by either of the Parties for the
12 purpose of enforcing a right or rights provided for by this Agreement shall be tried in a
13 court of competent jurisdiction in the County of Riverside, State of California, and the
14 Parties hereby waive all provisions of law providing for a change of venue in such
15 proceedings to any other county.

16 5. Tenant and El Colima and their respective assigns and successors-in-
17 interest shall be bound by all the terms and conditions contained in this Agreement,
18 and the obligations imposed upon each shall be joint and several.

19 6. This Agreement may be signed in counterpart or duplicate copies, and
20 any signed counterpart or duplicate copy shall be equivalent to a signed original for all
21 purposes.


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23 (REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)
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1 IN WITNESS WHEREOF, the Parties have executed this Agreement the day and
2 year last below written.

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4 Dated: AUG 25 2020

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6 COUNTY:
7 COUNTY OF RIVERSIDE, a political
8 subdivision of the State of California

EL COLIMA:
EL COLIMA MEXICAN GRILL INC., a
Corporation

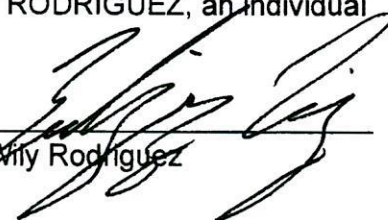
9 By: 
10 V. Manuel Perez
11 Chairman
12 Board of Supervisors

By: 
Wily Rodriguez
Its: 
Chief Executive Officer and Chief
Financial Officer

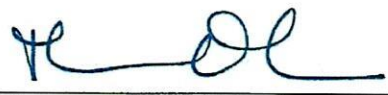
13 Kecia R. Harper
14 Clerk of the Board

15 By: 
16 Deputy

TENANT:
WILY RODRIGUEZ, an individual

By: 
Wily Rodriguez

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20 APPROVED AS TO FORM:
21 GREGORY P. PRIAMOS
22 County Counsel

23 By: 
24 Thomas Oh
25 Deputy County Counsel

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28 MT:dr/07012020/477TR/30.339

1 IN WITNESS WHEREOF, the Parties have executed this Agreement the day and
2 year last below written.

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4 Dated: _____

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6 COUNTY:
7 COUNTY OF RIVERSIDE, a political
8 subdivision of the State of California

EL COLIMA:
EL COLIMA MEXICAN GRILL INC., a
Corporation

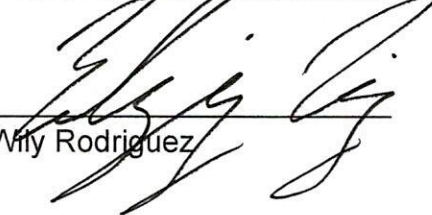
9 By: _____
10 V. Manuel Perez
11 Chairman
12 Board of Supervisors

By: 
Wily Rodriguez
Its: 
Chief Executive Officer and Chief
Financial Officer

13 Kecia R. Harper
14 Clerk of the Board

15 By: _____
16 Deputy

TENANT:
WILY RODRIGUEZ, an individual

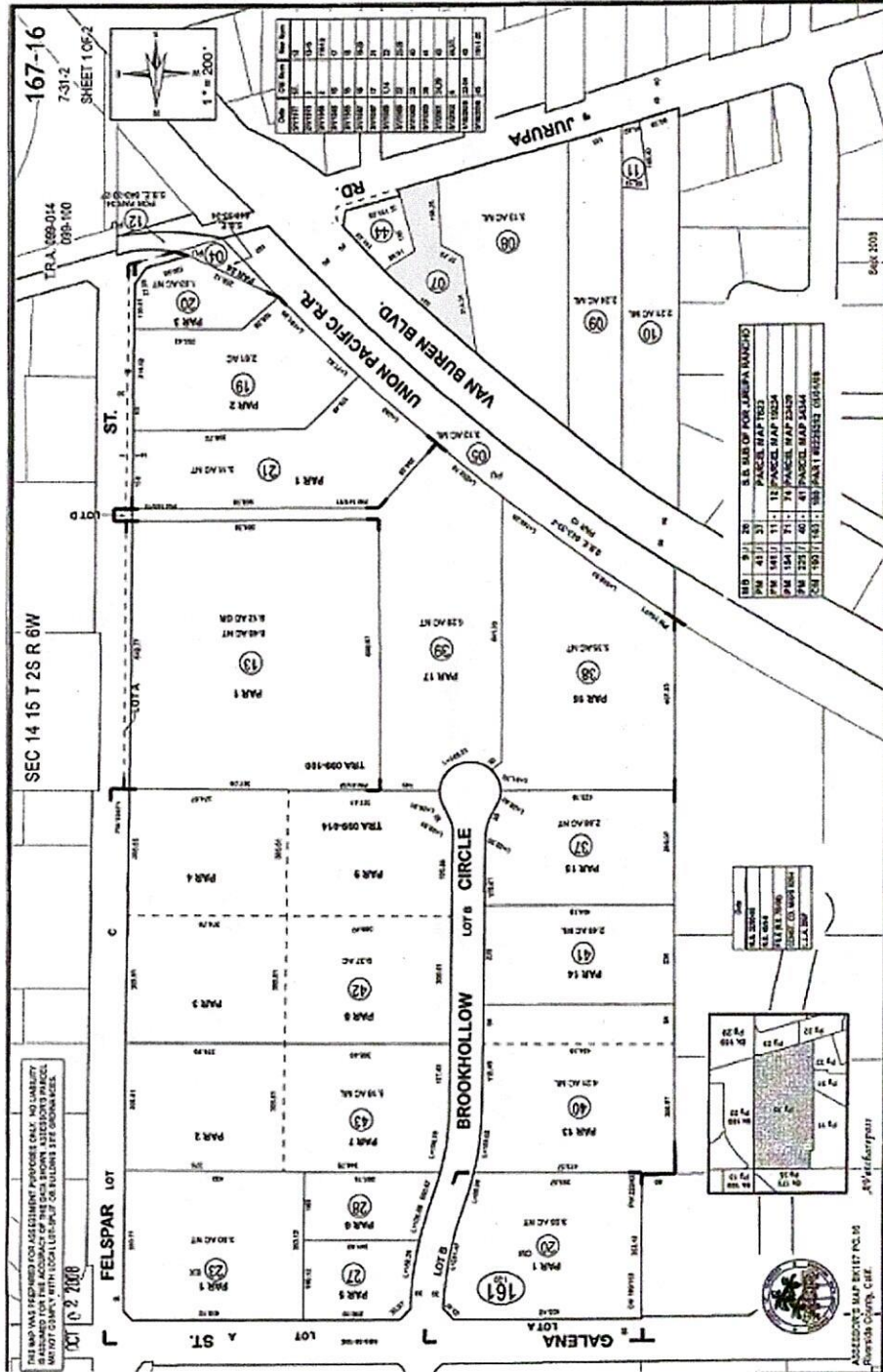
By: 
Wily Rodriguez

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20 APPROVED AS TO FORM:
21 GREGORY P. PRIAMOS
22 County Counsel

23 By: _____
24 Thomas Oh
25 Deputy County Counsel

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28 MT:dr/07012020/477TR/30.339

ATTACHMENT 1
Assessor's Plat Map



ATTACHMENT 2

Depiction of Premises

(Attached on following page)

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ATTACHMENT 3

Inventory of Fixtures and Equipment

Item	Quantity	Description	Fair Market Value
(Attached)			
1	1	Counter "U" Shape 8'x1' & 18' x 1 1/2' & 8' x 1' 1 1/2'	\$5,825
2	1	Hood 7 1/2' x 4' SS const w/filters (4) F/X system	\$5,200
3	1	Splash 8' x 8' SS const w/1 shelf 4' x 1' SS const 1 shelf 3' x 1' SS const 1 cabinet 4' x 1' x 2' mtl., 2 dr	\$1,850
4	1	Hand sink	\$870
5	1	CCTV system w/10 cameras 2 monitors 1 controller	\$3,000
6	1	Scullary sink 8' x 2' SS const 3 sinks; 2 drain boards	\$1,575
7	1	Scullary sink 3 1/2' x 2' SS const 1 sink; 1 drain board	\$1,075
8	1	Shelf 6' x 1' SS const wall mount	\$240
9	1	Shelf 9' x 1' SS const wall mount	\$360
10	1	Work table 6' x 2 1/2' SS const w/ 1 sink	\$1,150
11	1	Shelf 3' x 1' SS const wall mount	\$120
12	1	Sign menu board 8' x 4' plastic , sgl face, stone base	\$4,750
13	1	Sign 8' x 4' ptd on wood	\$350

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Item	Quantity	Description	Fair Market Value
		"El Colima"	
14	1	Sign 8' x 4' plastic; sgl face	\$1,750
15	1	Sign 16' x 2' Ptd on wood "El Colima"	\$350
		Subtotal	\$28,465
(Improvements)			
16		Paint exterior	\$3,850
17		Awning 27' x 22'	\$2,250
18		Swamp Coolers (2); roof mount	\$1,850
19		Lights (14) w/wiring	\$2,450
20		Plumbing Water heater; floor drain	\$5,375
21		Driveway resurface	\$3,000
		Subtotal	\$18,775
TOTAL FIXTURES AND EQUIPMENT			\$47,240

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ATTACHMENT 4
Lease Termination Agreement

[Attached on following page]

1 Lease Termination Agreement

2
3 This Lease Termination Agreement is made this ___ day of _____ 2020
4 between Wily Rodriguez ("Tenant") and Richard J. Miller ("Landlord").

5 WITNESSETH:

6 The Landlord and Tenant do hereby covenant, promise, and agree as follows:

- 7 1. That certain Real Estate Lease dated March 28, 2016 ("Lease") between
8 Landlord and Tenant for use of the tenant building located at 9279 Jurupa Road,
9 Jurupa Valley, California (the "Premises") is hereby terminated.
10 2. Tenant gives possession of the Premises to the Landlord. The Landlord accepts
11 possession of the Premises in the condition delivered.
12 3. Tenant has done nothing which would give anyone a claim against the Premises.
13 4. Landlord releases Tenant and Tenant releases Landlord from the obligations of
14 the Lease.
15 5. The conditions, covenants, and agreements contained in this instrument shall be
16 binding upon and inure to the benefit of the parties hereto, their respective heirs,
17 executors, administrators, successors, and assigns.

18 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the
19 day and year first above written.

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21 LANDLORD:

22
23 _____
Richard J. Miller

Date: _____

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26 TENANT:

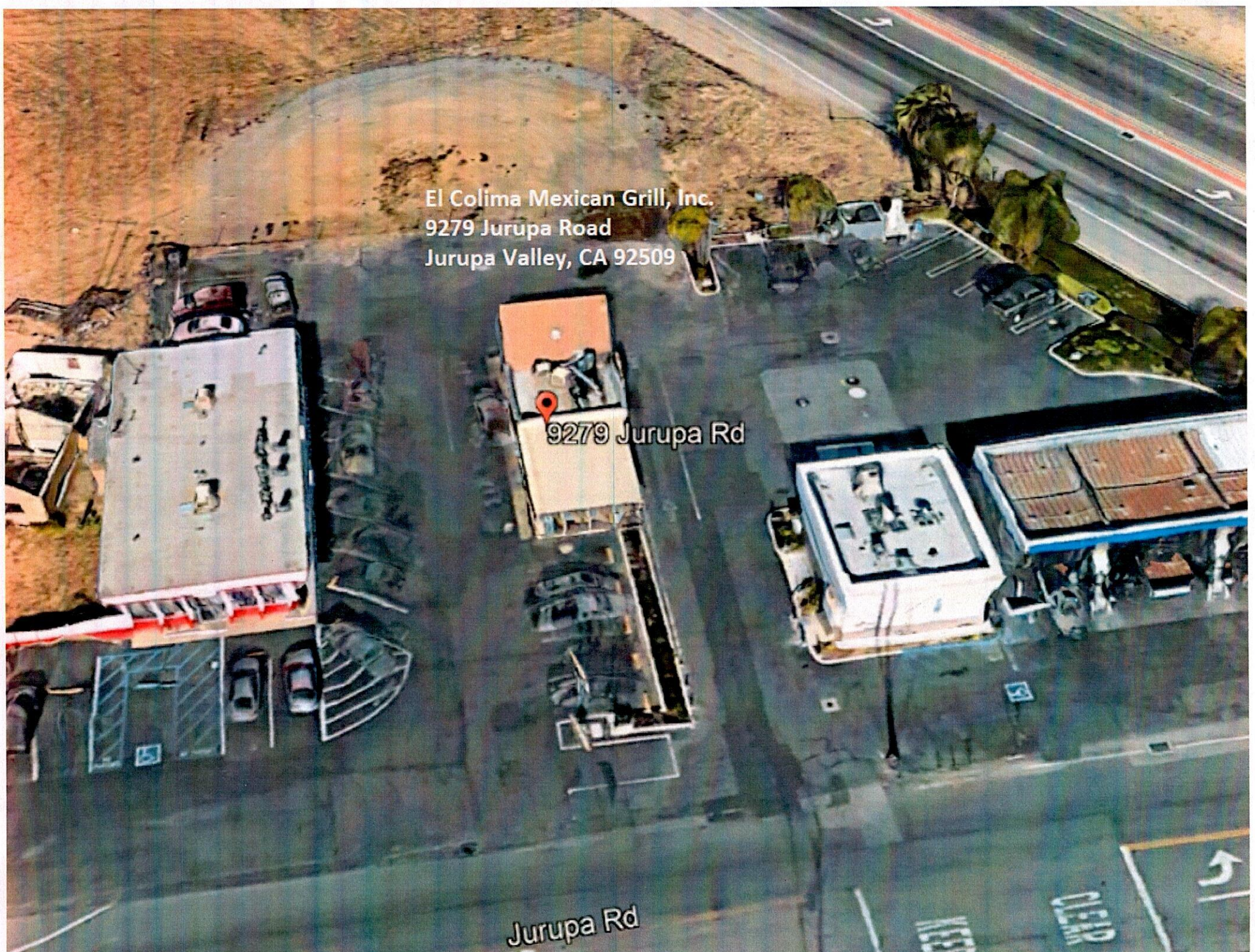
27
28 _____
Wily Rodriguez

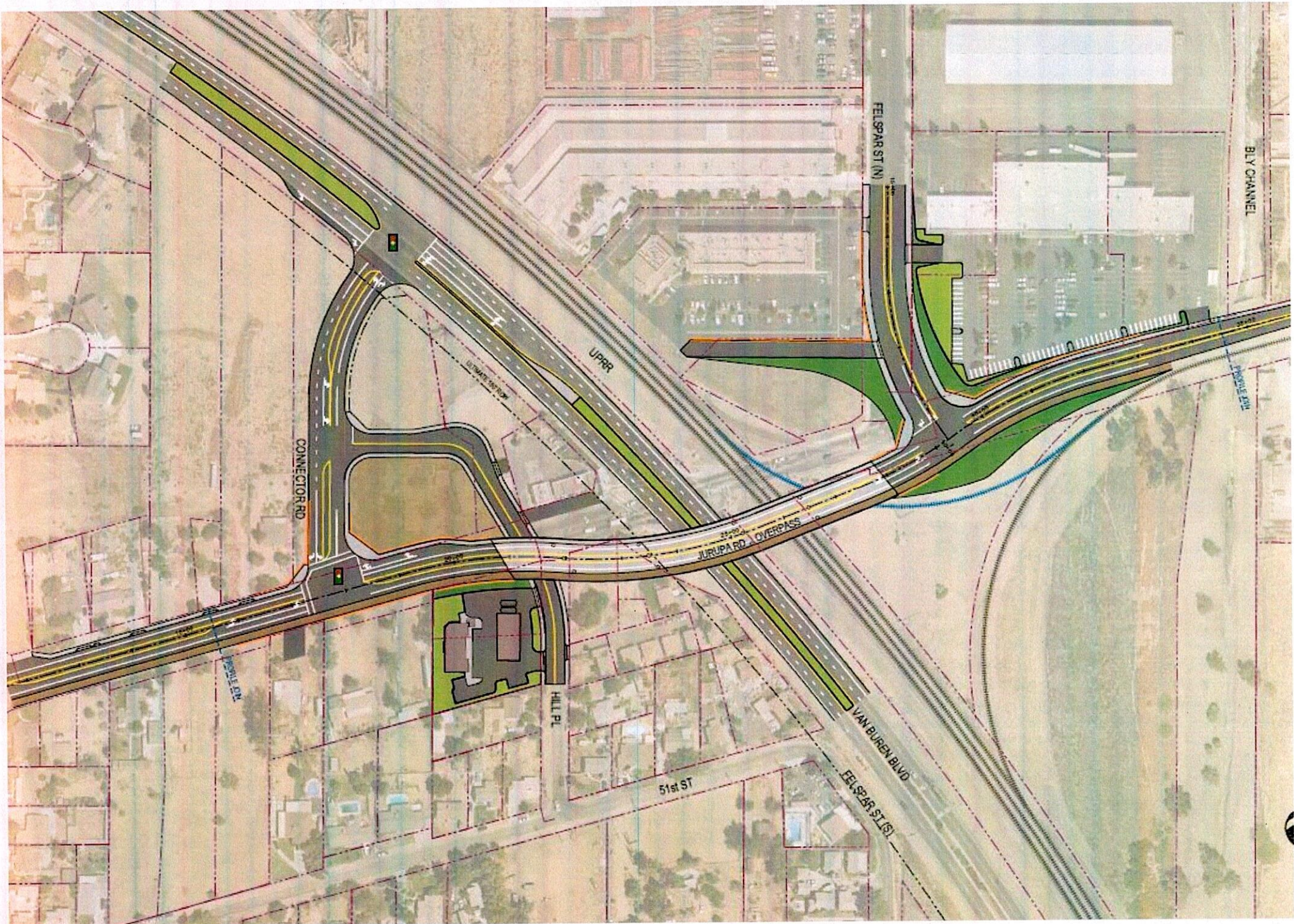
Date: Jul - 31 - 20

El Colima Mexican Grill, Inc.
9279 Jurupa Road
Jurupa Valley, CA 92509

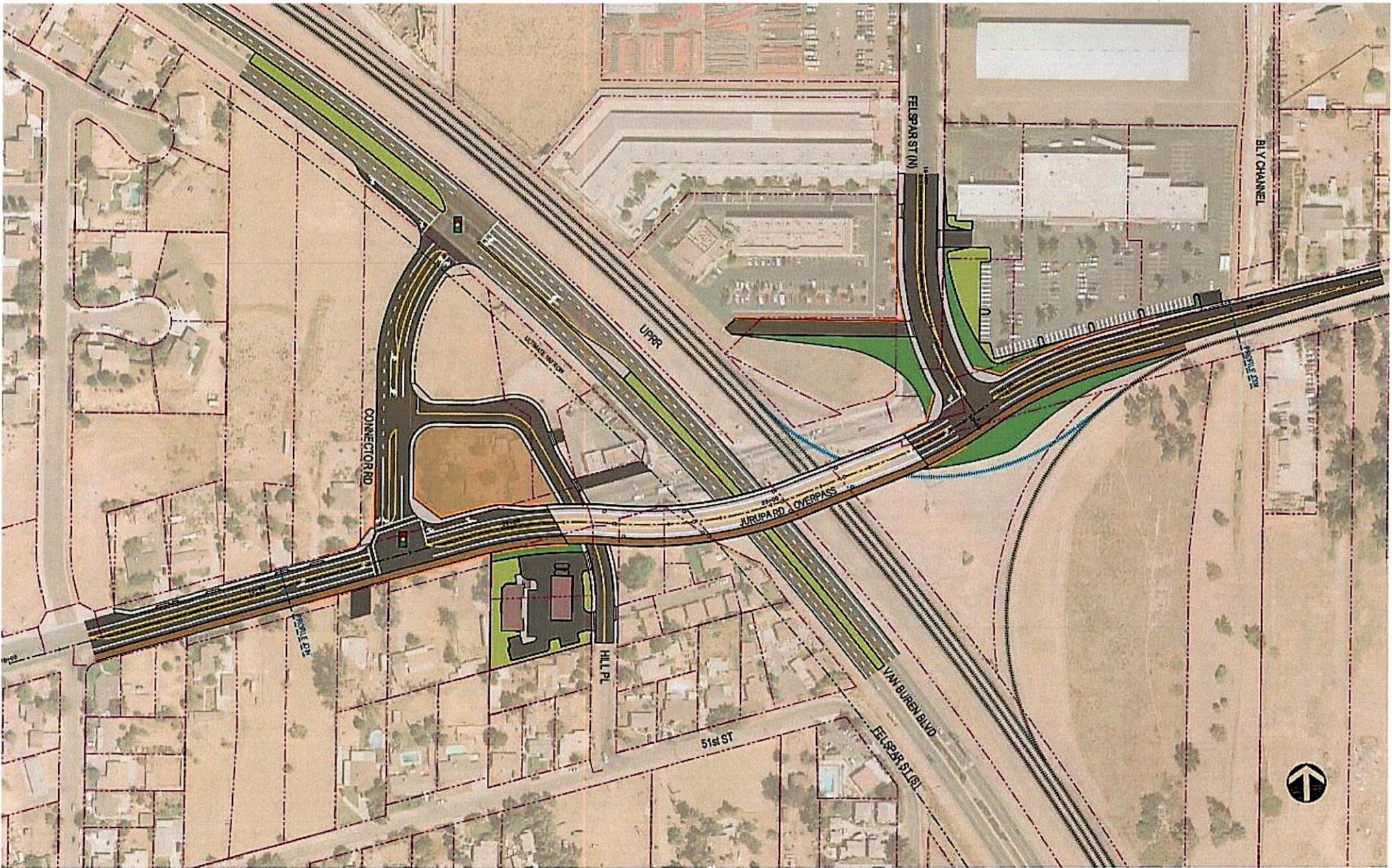
9279 Jurupa Rd

Jurupa Rd





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