

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



**ITEM: 3.6  
(ID # 12020)**

**MEETING DATE:**  
Tuesday, September 22, 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 Kevin T. Merrett and Soap + Pepper Coin Laundry, LLC 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; [\$613,347 - 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 Kevin T. Merrett and Soap + Pepper Coin Laundry, LLC (Coin Laundry) 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 6/24/2020   
Patricia Romo, Director of Transportation 7/8/2020

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**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: September 22, 2020  
xc: FM-RE, TLMA, 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 \$579,272, which includes a \$74,000 contingency amount paid into escrow for any unforeseen and reasonable increases to relocation costs, as a full settlement for relocation assistance under the Settlement Agreement for the business operated by the Coin Laundry 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 \$34,075 for appraisals, relocation consultant, and staff expenses.

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 613,347	\$ 0	\$ 613,347	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> State Funds -Senate Bill 132 funds-100%  There are no General Funds used on this projects			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	2020/21

**C.E.O. RECOMMENDATION:** Approve.

**BACKGROUND:**

**Summary**

The Riverside County Transportation Department (RCTD), 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 of Jurupa Valley, 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. The Project will serve to improve vehicular traffic circulation and safety and will provide uninterrupted efficient access for motorists, residents, businesses, pedestrians and emergency vehicles. 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 Riverside County Transportation Commission, and the City that designated the County as the lead agency to implement the Project.

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

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.

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.

Kevin T. Merrett (Tenant), the manager of Soap + Pepper Coin Laundry, LLC (Coin Laundry), entered into a lease with the Millers on February 1, 2012 for the purpose of operating a laundromat on a portion of the Property (Premises). Coin Laundry operates a laundromat on the Premises under the Lease. The County is in the process of acquiring a portion of the Property to construct the Project. Due to the proposed Project, the Coin Laundry will be relocated, and Tenant will terminate its lease with the Millers.

The 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 the Coin Laundry with the required General Information Notice and Notice of Eligibility for relocation purposes. Under the Settlement Agreement, the County will pay the Coin Laundry the fixed payment amount of \$274,522 for actual moving and related expenses. In addition, the fixture and equipment removed by the Coin Laundry was estimated at \$80,750. The value of the loss of goodwill was estimated at \$150,000. The Settlement Agreement also includes payment of a contingency amount of \$74,000 into escrow to be used in the event of unforeseen and reasonable increases to relocation expenses, with the remaining balance refunded to the County. The total settlement amount for relocation assistance to \$579,272.

There are costs of \$34,075 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 the Coin Laundry.

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

**Impact on Residents and Businesses**

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

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. 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**

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


Fixed Payment of Actual Moving and Related Expenses	\$274,522
Loss of Goodwill	\$150,000
Fixture and Equipment	<u>\$80,750</u>
Total to Coin Laundry	\$505,272
Contingency for unforeseen and reasonable relocation expenses	\$74,000
Fixture and Equipment Appraisal Cost	\$5,200
Loss of Goodwill Appraisal Cost	\$4,875
Relocation Consultant (OPC) Costs	\$10,000
Contingency (OPC costs)	\$4,000
FM Real Property Staff Time	\$10,000
Total Costs – (Not to Exceed)	\$613,347

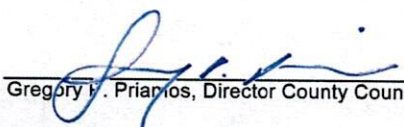
All costs associated with this tenant relocation are fully funded by the approved Senate Bill 132 in the Transportation Department's budget for FY 2020-2021. No net County costs will be incurred as a result of this transaction.

**ATTACHMENTS:**

- Project Location Map
- Subject Property Map
- Settlement Agreement

MT:dr/081820/477TR/30.208

  
Steven Atkeson 9/11/2020

  
Gregory L. Priamos, Director County Counsel 9/10/2020

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 KEVIN T. MERRETT ("Tenant") and SOAP + PEPPER COIN LAUNDRY LLC  
10 ("Coin Laundry"), a California limited liability company. County, Tenant, and Coin  
11 Laundry are sometimes 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 February 1, 2012 ("Lease") whereby Tenant leased a certain  
15 portion ("Premises") of the property located at 9245 Jurupa Road in the City of Jurupa  
16 Valley, County of Riverside, State of California, owned by Richard Miller and Karen  
17 Miller, Trustees for The Miller Family Trust dated May 7, 1980 (collectively, the  
18 "Millers"), identified by Assessor's Parcel Number 167-160-007 ("Property"), as  
19 depicted on the Plat Map identified as Attachment 1, attached hereto and made a part  
20 hereof, for the purpose of operating a laundromat for the general public; and

21 WHEREAS, Tenant is the manager of the Coin Laundry, which operates a  
22 laundromat on the Premises under the Lease; and

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

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



1 Dollars (\$505,272) ("Payment") for the loss of goodwill, fixtures and equipment and for  
2 payment of actual moving and related expenses, as set forth below.

3 B. Loss of Goodwill: It is understood and agreed between the Parties  
4 hereto that included in the payment under Paragraph 2(A) above, is the amount of One  
5 Hundred Fifty Thousand Dollars (\$150,000) to compensate Coin Laundry for any and  
6 all loss of goodwill. Coin Laundry agrees and acknowledges that the statute which  
7 authorizes this payment also provides that compensation for such loss will not be  
8 duplicated in the compensation (if any) otherwise awarded to the Coin Laundry.

9 C. Fixtures and Equipment: The Parties acknowledge that the  
10 payment by the County to the Coin Laundry includes compensation in the amount of  
11 Eighty Thousand Seven Hundred Fifty Dollars (\$80,750) for Items 1 through 31 on  
12 Attachment 3 that will be removed by Coin Laundry upon Coin Laundry's vacation of  
13 the Premises.

14 D. Payment of Actual Moving and Related Expenses: The Parties  
15 acknowledge the Coin Laundry is eligible for a Fixed Payment of Actual Moving and  
16 Related Expenses in the amount of Two Hundred Seventy-Four Thousand Five  
17 Hundred Twenty-Two Dollars (\$274,522).

18 E. Contingency for Payment of Actual, Reasonable and Related  
19 Expenses: It is understood and agreed between the Parties hereto that a  
20 contingency in the amount of Seventy-Four Thousand Dollars (\$74,000) ("Contingency  
21 Payment") will be deposited for reimbursement to Coin Laundry of any approved  
22 reestablishment services.

23 3. County Responsibilities.

24 A. Upon the mutual execution of this Agreement, County will open  
25 escrow ("Escrow") with Lawyers Title Company ("Escrow Holder"). Promptly on the  
26 Escrow Holder's request, the Parties shall execute such additional Escrow instructions  
27 as are reasonably required to consummate the transaction contemplated by this  
28 Agreement and are not inconsistent with this Agreement. In the event of any conflict

1 between the terms of this Agreement and any additional Escrow instructions, the terms  
2 of this Agreement shall control. The Escrow Holder will hold all funds deposited by the  
3 County in an escrow account ("Escrow Account") that is interest bearing and at a bank  
4 approved by County with interest accruing for the benefit of County. The Escrow  
5 Account shall remain open until all charges due and payable have been paid and  
6 settled; any remaining funds shall be refunded to the County.

7 B. Upon the opening of Escrow, the County shall deposit the  
8 Payment as follows:

9 i. Payment. Deposit into Escrow the Payment in the amount  
10 of Five Hundred Five Thousand Two Hundred Seventy-Two Dollars (\$505,272).

11 ii. Contingency Payment. Deposit into Escrow the  
12 Contingency Payment in the amount of Seventy-Four Thousand Dollars (\$74,000).

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

19 iv. County will deposit all other such documents consistent with  
20 this Agreement as are reasonably required by Escrow Holder or otherwise to close  
21 escrow.

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

23 i. County shall authorize Escrow Holder to distribute fifty  
24 percent (50%) of the Payment in the amount of Two Hundred Fifty-Two Thousand Six  
25 Hundred Thirty-Six Dollars (\$252,636) to Coin Laundry upon submission of all  
26 necessary escrow documents from Tenant and Coin Laundry required by Escrow  
27 Holder and upon written satisfaction by County.

28



1                   ii. Escrow Holder shall retain in the Escrow Account the remaining  
2 fifty percent (50%) of the Payment in the amount of Two Hundred Fifty-Two Thousand  
3 Six Hundred Thirty-Six Dollars (\$252,636) until instructed by County. Tenant and Coin  
4 Laundry shall submit to County's relocation consultant written documentation  
5 evidencing the vacation of the Premises. Upon submittal, County shall have its  
6 relocation consultant perform a final inspection of the Premises to confirm vacation of  
7 the Premises. County's relocation consultant will then provide written notification to  
8 County of the vacation of the Premises by Tenant and Coin Laundry.

9                   iii. Authorize Escrow Holder to disburse to Coin Laundry the  
10 remaining fifty percent (50%) of the Payment in the amount of Two Hundred Fifty-Two  
11 Thousand Six Hundred Thirty-Six Dollars (\$252,636) upon County's written  
12 authorization.

13                   iv. Escrow Holder shall retain in the Escrow Account the  
14 Contingency Payment amount of Seventy-Four Thousand Dollars (\$74,000) until  
15 instructed by County in writing. Tenant and Coin Laundry shall deposit into Escrow the  
16 necessary documentation for authorized release of the Contingency Payment, or any  
17 portion thereof, by the County. The Escrow Holder shall retain the Contingency  
18 Payment until instructed in writing by County to release such funds accordingly. The  
19 Escrow Holder shall refund to the County any funds not needed, expended or  
20 remaining in the Escrow Account to County after all matters related to reestablishment  
21 of the Coin Laundry in accordance with this Agreement have been completed.

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

23                   i. Deliver to County the fully executed Lease Termination  
24 Agreement and any other documents (or copies thereof) deposited into Escrow by  
25 Tenant and Coin Laundry; and

26                   ii. Deliver to Tenant and Coin Laundry any other documents (or  
27 copies thereof) deposited into Escrow by County.

28                   4. Coin Laundry and Tenant Responsibilities.

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

5           B.     Retain the contractor(s) necessary to complete the  
6 reestablishment of the Coin Laundry at another location. Coin Laundry shall directly  
7 compensate each contractor for all costs, fees and/or expenses. The County is not  
8 responsible for any payment to the selected contractor(s) and Coin Laundry shall  
9 indemnify, defend, protect and hold harmless the County, its officers, employees,  
10 successors, and assigns free and hold harmless from and against any and all claims,  
11 liabilities, penalties, forfeitures, losses or expenses, including without limitations,  
12 attorney's fees, whatsoever arising from or caused by any actions or omissions of Coin  
13 Laundry in connection with Coin Laundry's selection and use of any of the  
14 contractor(s).

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

1 costs that directly or indirectly relate to or arise from any misrepresentation or breach  
2 of warranty or covenant by Coin Laundry in this Agreement or the use of the Property  
3 by Coin Laundry or its subtenants, guests, invitees, employees, agents, or  
4 representatives.

5 D. Effective upon the execution of this Agreement, the hereinafter  
6 described release of claims provision shall automatically go into force and effect  
7 without the need for any further action by the Parties. Tenant releases the Releasees  
8 from any and all claims that Tenant may have, or ever may have, against the  
9 Releasees that directly or indirectly relate to or arise from one or more of the following:

10 A) the County's above-described Jurupa Road Grade Separation Project, B) the  
11 Premises, C) the Property, D) the County's acquisition of the Property from the Millers,  
12 E) Tenant's business or personal property on the Premises, or F) any local, state, or  
13 federal laws, including but not limited to the eminent domain laws. Tenant shall  
14 indemnify, defend and hold harmless the County and its departments, officers,  
15 directors, officials, employees, agents, successors, assigns, and independent  
16 contractors from any claims, causes of action, liabilities, damages, attorney's fees, and  
17 costs that directly or indirectly relate to or arise from any misrepresentation or breach  
18 of warranty or covenant by Tenant in this Agreement or the use of the Property by  
19 Tenant or Tenant's subtenants, guests, invitees, employees, agents, or  
20 representatives.

21 E. Tenant hereby agrees and acknowledges that (i) Coin Laundry is  
22 the sole owner of the fixtures and equipment located on the Premises, as described in  
23 Attachment 3, (ii) Tenant is not entitled to any relocation benefits or payments from the  
24 County, including, but not limited to, payment for loss of goodwill, fixtures, equipment,  
25 or actual moving and related expenses, and (iii) Tenant shall not seek any  
26 compensation from the County for the removal of any of Tenant's or Coin Laundry's  
27 property from the Property for any reason whatsoever.

28

1 F. Coin Laundry hereby agrees and acknowledges that all  
2 consideration tendered or granted by County to Coin Laundry is accepted as full  
3 consideration for any and all loss of goodwill and fixtures and equipment and for  
4 payment actual moving and related expenses, and Coin Laundry shall not seek  
5 additional compensation for the removal of any of Coin Laundry's property from the  
6 Property for any reason whatsoever.

7 G. Tenant and Coin Laundry represent and warrant that it has the  
8 legal power, right and authority to enter into this Agreement and the instruments  
9 referenced herein, to perform its obligations hereunder and to consummate the  
10 transaction contemplated by this Agreement.

11 H. On or before the date that Escrow is to close ("Close of Escrow"),  
12 the Tenant and Coin Laundry will deposit all other such documents consistent with this  
13 Agreement as are reasonably required by Escrow Holder or otherwise to close Escrow.

14 **Article II. MISCELLANEOUS**

15 1. This Agreement embodies all of the considerations agreed upon between  
16 the County, Tenant, and Coin Laundry. This Agreement was obtained without  
17 coercion, promises other than those provided herein, or threats of any kind whatsoever  
18 by or to either party.

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

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

27 4. Any action at law or in equity brought by either of the Parties for the  
28 purpose of enforcing a right or rights provided for by this Agreement shall be tried in a

1 court of competent jurisdiction in the County of Riverside, State of California, and the  
2 Parties hereby waive all provisions of law providing for a change of venue in such  
3 proceedings to any other county.

4 5. Tenant and Coin Laundry and their respective assigns and successors-  
5 in-interest shall be bound by all the terms and conditions contained in this Agreement,  
6 and the obligations imposed upon each shall be joint and several.

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

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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: SEP 22 2020

5  
6 COUNTY:

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

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

13 Kecia R. Harper  
14 Clerk of the Board

15 By: Priscilla Passo  
16 Deputy

17  
18 APPROVED AS TO FORM:  
19 GREGORY P. PRIAMOS  
20 County Counsel

21 By: Thomas Oh  
22 Thomas Oh  
23 Deputy County Counsel

COIN LAUNDRY:

SOAP + PEPPER COIN  
LAUNDRY LLC, a California limited  
liability company

By: Kevin T. Merrett  
Kevin T. Merrett, manager

TENANT:

KEVIN T. MERRETT, an individual

By: Kevin T. Merrett  
Kevin T. Merrett

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27 MT:dr/06302020/477TR/30.208

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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: \_\_\_\_\_

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6 COUNTY:

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

9 By: \_\_\_\_\_

10 V. Manuel Perez  
11 Chairman  
12 Board of Supervisors

13 Kecia R. Harper  
14 Clerk of the Board

15 By: \_\_\_\_\_

16 Deputy

17  
18 APPROVED AS TO FORM:  
19 GREGORY P. PRIAMOS  
20 County Counsel

21 By: \_\_\_\_\_

22 Thomas Oh  
23 Deputy County Counsel

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COIN LAUNDRY:

SOAP + PEPPER COIN  
LAUNDRY LLC, a California limited  
liability company

By:  \_\_\_\_\_

Kevin T. Merrett, manager

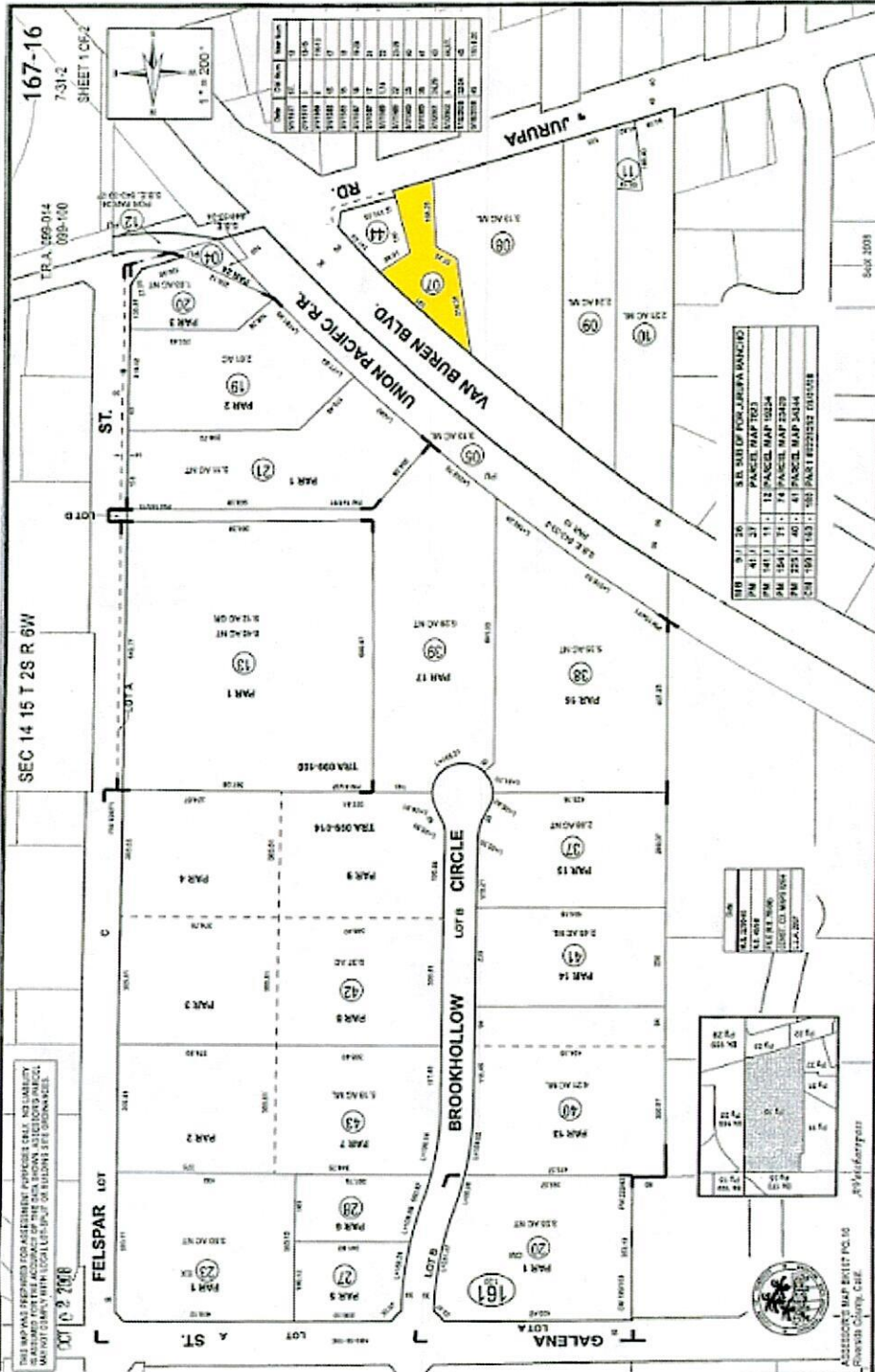
TENANT:

KEVIN T. MERRETT, an individual

By:  \_\_\_\_\_

Kevin T. Merrett

ATTACHMENT 1  
Assessor's Plat Map



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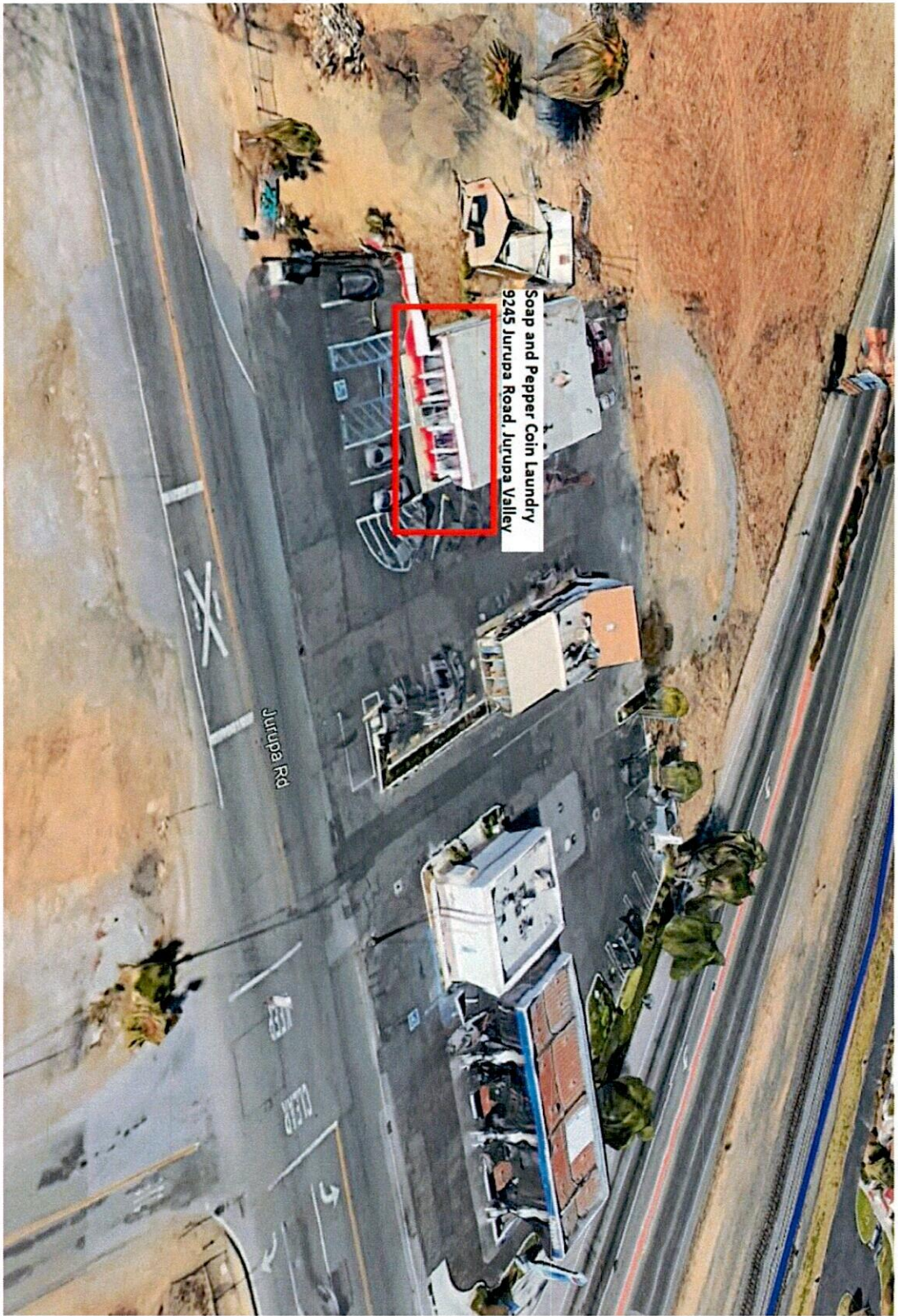
ATTACHMENT 2

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 122" x 26" wd const. plastic top	\$1,400
2	1	Dryer partition "L-shape, 5 1/4' x 28' x 9 1/2" Concrete	\$1,600
3	4	Ceiling fans 42", 5 blade	\$640
4	1	Machine platform 22 3/4' x 2 1/2' x 1/2' Concrete	\$855
5	1	Machine platform 5 1/4' x 2 3/4' x 1/2'	\$225
6	1	Machine platform 2 1/2' x 2 1/2' x 1/2' Concrete	\$105
7	1	Machine platform 3' x 3' x 1/2' Concrete	\$135
8	1	Partition 10 1/2' x 2' x 5' Wood construction with 1 riser (2' x 1 1/2' x 4 1/2') Wood const 1 end panel 7' x 5' oa wd const.	\$1,025
9	1	Partition 22 1/4' x 2' x 5' Wood construction with 1 riser (2' x 1 1/2' x 4 1/2') Wood const. 2 end panel 7' x 5' oa wd const.	\$1,950
10	1	Counter 59" x 26" wd const plastic top with sink	\$1,150
11	1	Counter 75" x 26" wd const plastic top	\$750
12	1	Counter "L" shape 100" x 50" x 26" wd const plastic top	\$1,500
13	10	Dryer roughins Plumbing, electrical, ducting	\$6,600
14	26	Washing machine roughins Plumbing, electrical	\$6,500

Item	Quantity	Description	Fair Market Value
15	4	Water heaters Tankless, Rheem mdl	\$5,400
16	1	Water tank 3' dia x 7' stl const.	\$2,275
17	1	Alarm systems	\$400
18	1	CCTV system with cameras 1 computer and 2 monitors	\$1,700
19	2	Signs 3' x 2' plastic sgl face "Coin Laundry"	\$950
20	1	Sign 24' x 1 1/2' painted on bldg. "Coin Laundry"	\$150
		Subtotal	\$35,310
(Moveable)			
21	2	Clothes dryers Speed Queen mdl STT050NBCB1G1N05 50 lb. cap coin op (as is)	\$4,800
22	8	Clothes dryers Speed Queen mdl STT30NBCB262N02 Stacked 2 high 50 lb. cap coin op (as is)	\$30,800
23	10	Washing machines Speed Queen mdl SC30MD2YU60001 30 lb. cap coin op (as is)	\$12,000
24	2	Washing machines Speed Queen mdl SC40MD2YU60001 40 lb. cap coin op (as is)	\$7,200
25	1	Washing machine Speed Queen mdl SC60BCFXU60001 60 lb. cap coin op (as is)	\$4,800
26	7	Washing machines Speed Queen mdl SWTT21WN 21 lb cap coin op (as is)	\$3,850
27	6	Washing machines Speed Queen mdl SWNNC2SP115TW02 21 lb cap coin op	\$10,800
28	1	Change machine Standard Change Makers	\$2,650
29	1	Vending machine Soap ESD Standard 7 product	\$850
30	1	Lot miscellaneous equipment comprising:	\$3,000

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Item	Quantity	Description	Fair Market Value
		3 ladders 1 weed whacker 8 laundry carts 7 garden tools 2 tables 5 shelf units 2 desks 3 chairs 3 trash cans 1 paper towel dispenser 4 fire extinguishers	
31	2	Video games	Not company owned
		Subtotal	\$80,750
<b>TOTAL FIXTURES AND EQUIPMENT</b>			<b>\$80,750</b>

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ATTACHMENT 4  
Lease Termination Agreement

[Attached on following page]

1 Lease Termination Agreement

2 This Lease Termination Agreement is made this \_\_\_\_ day of \_\_\_\_\_ 2020  
3 between Kevin T. Merrett ("Tenant") and Richard J. Miller ("Landlord").

4 WITNESSETH:

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

- 6 1. That certain Real Estate Lease dated February 1, 2012 ("Lease") between  
7 Landlord and Tenant for use of the tenant building located at 9245 Jurupa Road,  
8 Jurupa Valley, California (the "Premises") is hereby terminated.
- 9 2. Tenant gives possession of the Premises to the Landlord. The Landlord accepts  
10 possession of the Premises in the condition delivered.
- 11 3. Tenant has done nothing which would give anyone a claim against the Premises.
- 12 4. Landlord releases Tenant and Tenant releases Landlord from the obligations of  
13 the Lease.
- 14 5. The conditions, covenants, and agreements contained in this instrument shall be  
15 binding upon and inure to the benefit of the parties hereto, their respective heirs,  
16 executors, administrators, successors, and assigns.

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

19  
20 LANDLORD:

21 \_\_\_\_\_

Date: \_\_\_\_\_

22 Richard J. Miller

23  
24 TENANT:

25  \_\_\_\_\_

Date: 9/1/2020

26 Kevin T. Merrett