

FEE AGREEMENT

This Agreement is made and entered into this 3rd day of September, 1996 by and between the City of Redlands, a municipal corporation, ("City"), and Francisco Jara, an individual, ("Applicant").

RECITALS

Whereas, Applicant desires to file and process with the City, applications for a conditional use permit and variances in connection with the operation of a business commonly known as Pancho's Mexican Grill located at 1124 North Orange Street in Redlands, California; and

Whereas, the City's current fee for the processing of Applicant's conditional use permit and variance applications totals to the sum of six thousand seventeen dollars and fifty one-hundredths dollars (\$6,017.50); and

Whereas, for purposes of stimulating economic growth within the City and particularly in and around the north Orange Street community, it is in Applicant's and City's best interests to process the conditional use permit and variance applications in a timely manner; and

Whereas, Applicant has paid to City the sum of one thousand dollars (\$1,000.00) towards the total fees required for the processing of Applicant's conditional use permit and variance applications; and

Whereas, Applicant has requested City consider deferral of Applicant's payment of certain processing fees associated with the conditional use permit and variances in accordance with the terms and conditions of this Agreement;

Now, therefore, in consideration of the mutual covenants contained herein, and for such other good and valuable consideration, the receipt of which is hereby acknowledged, the City of Redlands and Francisco Jara agree as follows:

AGREEMENT

1. Deferral of Fees. City shall defer Applicant's full payment of fees associated with Applicant's conditional use permit and variance applications in the sum of five thousand dollars (\$5,000.00) during the period of time from the date of this Agreement until March 1, 1997.

2. Deferral Payments. Applicant shall make six (6) monthly payments to City in the amounts of \$850.43 commencing October 1, 1996 and ending March 1, 1997. Applicant shall pay

the required monthly payment of principal and interest within ten (10) calendar days of the date due to avoid incurring penalties.

3. Cash Payment. Concurrent with Applicant's execution of this Agreement, Applicant shall pay the sum of seventeen and fifty-one hundredths dollars (\$17.50) to City.

4. Penalties. Applicant's failure to make payment within ten (10) days of the due dates specified herein shall subject Applicant to an immediate late fee penalty of twenty-five percent (25%) of the current amount owed with an additional penalty of five percent (5) of the current amount owed for each day payment is not received beyond the eleventh day. Failure to make payment within thirty (30) days of the current month due date shall subject Applicant to all penalties, and the remaining principal and accrued interest shall immediately become due and payable.

5. Attorney's Fees. In the event any action is commenced to enforce or interpret the terms or conditions of this Agreement, the prevailing party shall, in addition to any cost and other relief, be entitled to the recovery of its reasonable attorney's fees.

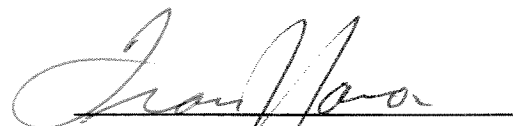
6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

7. Entire Agreement. This Agreement represents the entire agreement of the parties hereto as to the matters contained herein. This Agreement may be amended only by written agreement executed by the parties hereto.

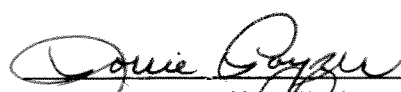
8. Condition of Use Permit. Applicant acknowledges and agrees that the terms and conditions of this Agreement shall become a condition of issuance of Applicant's conditional use permit, if approved by City, and City shall have all remedies available to it, including, but not limited to, revocation of the conditional use permit if Applicant fails to comply with any of the provisions of this Agreement.

CITY OF REDLANDS


Swen Larson, Mayor


Francisco Jara

ATTEST


Lorrie Poyzer, City Clerk

ALL PURPOSE ACKNOWLEDGMENT

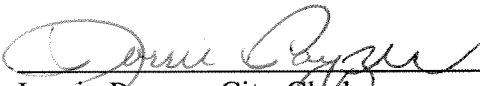
State of California)
County of San Bernardino) SS
City of Redlands)

By the authority granted under Chapter 4, Article 3, Section 1181, of the California Civil Code, and Chapter 2, Division 3, Section 40814, of the California Government Code, on October 2, 1996, before me, Lorrie Poyzer, City Clerk of the City of Redlands, California, personally appeared Francisco Jara

{ x } personally known to me -- OR -- { } proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(SEAL)


Lorrie Poyzer, City Clerk
City of Redlands, California
(Area Code 909) 798-7531

~ ~ ~ ~ ~
CAPACITY CLAIMED BY SIGNER(S)

{ x } Individual(s) signing for oneself/themselves

{ } Corporate Officer(s)

Title(s) _____

Company _____

{ } Partner(s)

Partnership _____

{ } Attorney-In-Fact

Principal(s) _____

{ } Trustee(s)

Trust _____

{ } Other

Title(s) _____

Entity(ies) Represented _____

~ ~ ~ ~ ~
This certificate
must be attached
to the document
described at right:

Title or type of document Fee Agreement

Number of Pages two

Date of Document September 3, 1996

Signer(s) other than named above none

PONCHO'S MEXICAN GRILL

Compound Period : Monthly

Nominal Annual Rate : 7.000 %
 Effective Annual Rate ... : 7.229 %
 Periodic Rate : 0.5833 %
 Daily Rate : 0.01918 %

CASH FLOW DATA

Event	Start Date	Amount	Number	Period	End Date
1 Loan	09/01/1996	5,000.00	1		
2 Payment	10/01/1996	850.43	6	Monthly	03/01/1997

AMORTIZATION SCHEDULE - Normal Amortization

Date	Payment	Interest	Principal	Balance
Loan 09/01/1996				5,000.00
1 10/01/1996	850.43	29.17	821.26	4,178.74
2 11/01/1996	850.43	24.38	826.05	3,352.69
3 12/01/1996	850.43	19.56	830.87	2,521.82
1996 Totals	2,551.29	73.11	2,478.18	
4 01/01/1997	850.43	14.71	835.72	1,686.10
5 02/01/1997	850.43	9.84	840.59	845.51
6 03/01/1997	850.43	4.92	845.51	0.00
1997 Totals	2,551.29	29.47	2,521.82	
Grand Totals	5,102.58	102.58	5,000.00	