

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



**ITEM: 3.33  
(ID # 17733)**

**MEETING DATE:**

Tuesday, January 11, 2022

**FROM :** TLMA - AVIATION:

**SUBJECT:** TRANSPORTATION AND LAND MANAGEMENT AGENCY/AVIATION: Discharge Delinquent and Uncollectible Receivables Associated with an Abandoned Hangar at Hemet-Ryan Airport, District 3. [\$1,200 Total Cost - Aviation Department Budget 100%]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. **Adopt** Resolution 2021-025, a resolution of the Board of Supervisors of the County of Riverside, authorizing the Transportation Land Management Agency (TLMA) to discharge delinquent and uncollectible receivables associated with an abandoned hangar at Hemet-Ryan Airport;
2. **Authorize** and direct the Riverside County Auditor Controller (ACO) to discharge the delinquent and uncollectible rent and late fees owed for the use of T-Hangar D05 located at Hemet-Ryan Airport pursuant to Government Code Section 25259; and
3. **Delegate** authority to the Assistant CEO/TLMA Director to approve the write-off of uncollectible rent and late fees.

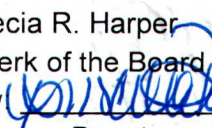
**ACTION:Policy**

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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: January 11, 2022  
xc: TLMA-Aviation

Kecia R. Harper  
Clerk of the Board  
By   
Deputy

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

<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>	\$1,200	\$0	\$1,200	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS: Aviation Department Budget 100%</b>			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year: 21/22</b>	

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

**BACKGROUND:**

**Summary**

Riverside County Aviation Transportation and Land Management Department – Aviation Division (“Aviation”) operates the Blythe Airport, the Chiriaco-Summit Airport, the Hemet-Ryan Airport, the French Valley Airport, and the Jacqueline Cochran Regional Airport. These five (5) general aviation airports provide various services including the leasing of T-Hangars for the purpose of aircraft storage only.

Per California Government Code Sections 25257-25259, any department may apply to the board of supervisors for a discharge from accountability for the collection thereof if the amount is too small to justify the cost of collections, the likelihood of collection does not warrant the expense involved, or the amount thereof has been otherwise lawfully compromised or adjusted.

Discharge of accountability is a routine element of annual financial accounting and is legally provided for under California Government Code Sections 25257-25259. A discharge of accountability facilitates a more accurate reflection of current collectable accounts in annual financial reports and records. Aviation will maintain historical data on these accounts outside the current accounts receivable inventory; however, the discharge does not relieve any individual's liability to Aviation. The customer's legal obligation to pay the debt remains.

Mr. Marvin Imm, as lessee, and the County of Riverside, as lessor, (“County”) entered into that certain Hemet Ryan Airport T-Hangar Lease Agreement (“Lease”) on August 9, 2017. The Lease provides for the lease of 1,209 square feet for aircraft storage, also known as T-Hangar Number D05 (“Leased Premises”). Mr. Imm has failed to pay rent as provided in Section 4 of his Lease. The total outstanding rent and late fee charges is \$15,469.98 (fifteen thousand four hundred sixty-nine dollars and ninety-eight cents). The determination that no anticipated additional payment will likely be received was made after the Aviation Division took the following steps to collect the delinquent rent and late fees.

1. November 2018 – Notices, phone calls and emails were sent with no reply, and invoices were returned undeliverable.
2. April 2021 – Notice of Breach of Lease, Notice of Default returned undeliverable.

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3. June 2021 – Three Day Notice to Pay or Quit, signed for on June 19, 2021
4. July 2021 – Notice of Right to Reclaim Abandoned Property, returned undeliverable.

Mr. Imm, as lessee, violated the Lease provisions by failing to pay rent, improper use of the Leased premises by abandoning personal property in the T-Hangar and failing to pay rent and reclaim the abandoned property after proper notice was served on him. Despite best efforts, staff have been unable to locate and contact Mr. Imm. This has led aviation to determine that no payment of the rent and late fees will be received and therefore, Aviation request to write-off the amount owed.

**Impact on Residents and Businesses**

There is no impact to existing residents or businesses.

**ATTACHMENTS:**

- Resolution 2021-025
- Verification of Facts
- November 2018 Notices, Emails, and Invoices; April 14, 2021 Notice of Breach and Default; June 16, 2021 Three Day Notice to Pay or Quit; July 12, 2021 Notice of Right to Reclaim Abandoned Property.



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Charissa Leach, PLMA Director

1/3/2022



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Jason Farin, Principal Management Analyst

1/6/2022



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Gregory V. Priaplos, Director County Counsel

1/6/2022

**VERIFICATION OF FACTS**  
**Application for Discharge from Accountability**  
**Government Code Section 25259**

I, Angela Jamison, apply for a discharge from accountability for the collection thereof and attest that the facts stated in the Background Summary and Attachment A are true and correct to the best of my knowledge.

A discharge from accountability does not constitute a release of any person from liability for payment of any amount owed.

The name of the person liable and the amount owed are as shown in the attached Attachment A. For the uncollectible receivables shown on Attachment A, the likelihood of collection does not warrant the expense involved.

**Total amount requested to be discharged from accountability: \$15,469.98**

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

  
\_\_\_\_\_  
Angela Jamison  
County Airport Manager

# ATTACHMENT A

**Name of person liable:** Marvin Imm

**Amount owed:** \$15,469.98

**Estimated cost of collection:** \$7,500

Mr. Imm violated the Lease provisions by failing to pay rent, improper use of the Leased Premises by abandoning personal property in the T-Hangar and failing to pay rent and reclaim the abandoned property after proper notice was served.

**August 2017** – Lease signed - T-Hangar Number D05 at Hemet Ryan Airport

**November 2018** – Notices, phone calls and emails were sent with no reply, and invoices were returned undeliverable.

**April 2021** – Notice of Breach of Lease, Notice of Default returned as undeliverable

**June 2021** – Three Day Notice to Pay or Quit, signed for on June 19, 2021

**July 2021** – Notice of Right to Reclaim Abandoned Property, returned undeliverable.

Despite best efforts, staff have been unable to locate and contact Mr. Imm. This led Aviation to determine that no payment of the rent and late fees will be received and therefore, Aviation intends to write-off the amount owed.

## Powszok, Vicki

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**From:** Powszok, Vicki  
**Sent:** Thursday, November 01, 2018 4:56 PM  
**To:** hotrodguy52@gmail.com  
**Subject:** Hemet-Ryan T-Hangar D05  
**Attachments:** Invoice - M. Imm 11.1.18.pdf; Executed Lease HRTH-D05 - Marvin Imm 8.9.17.pdf

**Importance:** High

Hello Marvin,

In looking back through documents I had from my former co-worker, Audrey, I have an email from her that she spoke to you in November and you told her that you would be extending your lease with us. I also discovered that you had prepaid for your initial 3 month term. However, since then, you have not paid for this lease and currently are in arrears in the amount of \$7,482.02 which includes finance charges for unpaid rent. (see attached invoice)

This afternoon, I had our maintenance supervisor see if he could find out if your aircraft is still in this hangar; he said he could see through a small crack that it is not but there is quite a few other items in this hangar and your lock is still on the door. Since your lease agreement states that you must give 30-day notice when you intend to vacate (which we have not received) and termination of this lease does not relieve you of your obligation to pay the fees owed as per Section 9 of said lease, you still owe these fees (see attached executed lease).

Please contact me on Monday (I am off tomorrow) and let me know when you will bring your account current and when you intend to vacate this hangar.

Thank you for your prompt attention.

Vicki



Vicki Powszok  
Development Specialist III/Airports  
Riverside County EDA  
36700 Sky Canyon Drive, #501  
Murrieta, CA 92563  
(951) 600-6380  
[vpowszok@rivco.org](mailto:vpowszok@rivco.org)

**MAILING ADDRESS:**  
3403 10<sup>th</sup> St., Suite 400  
Riverside, CA 92501

Riverside County Economic Development Agency - Aviation  
 3133 Mission Inn Avenue, Riverside, CA 92507  
 951-955-9925



Customer Statement - November, 2018

Imm, Marvin (HRT-H-D05)  
 Mr. Marvin Imm  
 1573 Vejar St  
 Pomona CA 91766

Item Number	Type	Activity Period	Trans Date	Due Date	Disposition	Original Amount	Balance
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305991	IN	October, 2017	09/25/2017	10/01/2017	Payment cash on 09/11/2017 applied on 09/26/2017	\$392.00	\$214.90
306156	IN	November, 2017	10/19/2017	11/01/2017		\$392.00	\$392.00
306234	FC	October, 2017	10/19/2017	11/18/2017		\$21.49	\$21.49
306317	IN	December, 2017	11/20/2017	12/01/2017		\$392.00	\$392.00
306451	FC	November, 2017	11/22/2017	12/01/2017		\$21.49	\$21.49
306452	FC	November, 2017	11/22/2017	12/01/2017		\$39.20	\$39.20
306565	IN	January, 2018	12/18/2017	01/01/2018		\$392.00	\$392.00
306641	FC	December, 2017	12/18/2017	01/17/2018		\$78.40	\$78.40
306768	IN	February, 2018	01/19/2018	02/01/2018		\$392.00	\$392.00
306837	FC	January, 2018	01/22/2018	01/22/2018		\$139.09	\$139.09
306921	IN	March, 2018	02/15/2018	03/01/2018		\$392.00	\$392.00
307094	IN	April, 2018	03/16/2018	04/01/2018		\$392.00	\$392.00
307306	IN	May, 2018	04/16/2018	05/01/2018		\$392.00	\$392.00
307380	FC	April, 2018	04/16/2018	05/01/2018		\$256.69	\$256.69
307493	IN	June, 2018	05/21/2018	06/01/2018		\$392.00	\$392.00
307602	FC	May, 2018	05/21/2018	06/01/2018		\$295.89	\$295.89
307684	IN	July, 2018	06/25/2018	07/01/2018		\$392.00	\$392.00
307804	FC	June, 2018	06/28/2018	07/15/2018		\$335.09	\$335.09
307926	IN	August, 2018	07/20/2018	08/01/2018		\$392.00	\$392.00
307997	FC	July, 2018	07/20/2018	08/01/2018		\$39.20	\$39.20
308082	IN	September, 2018	08/21/2018	09/01/2018		\$392.00	\$392.00
308171	FC	August, 2018	08/21/2018	09/15/2018		\$413.49	\$413.49
308250	IN	October, 2018	09/18/2018	10/01/2018		\$392.00	\$392.00
308346	FC	September, 2018	09/25/2018	10/01/2018		\$39.20	\$39.20



**Riverside County Economic Development Agency - Aviation**

**3133 Mission Inn Avenue, Riverside, CA 92507**

**951-955-9925**

**Customer Statement - November, 2018**

Imm, Marvin (HRTD-D05)  
Mr. Marvin Imm  
1573 Vejar St.  
Pomona CA 91766

<b>Item Number</b>	<b>Type</b>	<b>Activity Period</b>	<b>Trans Date</b>	<b>Due Date</b>	<b>Disposition</b>	<b>Original Amount</b>	<b>Balance</b>
308459	IN	November, 2018	10/23/2018	11/01/2018		\$392.00	\$392.00
308527	FC	October, 2018	10/23/2018	11/01/2018		\$491.89	\$491.89
<b>Hemet Ryan Airport Entity Total:</b>							<b>\$7,482.02</b>
<b>Company Total:</b>							<b>\$7,482.02</b>



1 RIVERSIDE COUNTY AIRPORTS

2 T-HANGAR LEASE AGREEMENT HEMET-RYAN AIRPORT

3 This Short-Term Lease Agreement ("Lease") is entered into as August 9, 2017, by and  
4 between County of Riverside ("County"), owner of Hemet-Ryan Airport, and **Marvin Imm**  
5 ("Lessee"). In consideration of the payment of rent and the performance of the covenants and  
6 conditions hereinafter contained, the parties mutually agree as follows:

7 1. GENERAL DEFINITIONS.

8 (a) "Default": For the purpose of this Lease, the term "default" shall be  
9 defined as failure to timely perform or comply with any requirement, term, provision or  
10 condition of this Lease.

11 (b) "Material Breach": For the purpose of this Lease, the term "Material  
12 Breach" shall be defined as any default not cured by the time specified in this Lease.

13 (c) "Lessee": For the purpose of this Lease, the term "Lessee" shall, when  
14 referred to, include Lessee as specified above, and Lessee's agents, employees, contractors,  
15 partners, subsidiaries, personal representatives, successors in interest and assigns.

16 2. DESCRIPTION OF LEASED PREMISES. The premises leased hereby is  
17 located at Hemet-Ryan Airport, 4200 Walden Weaver Rd., Hemet, CA 92545, consists of  
18 1,209 square feet and is known as aircraft T-Hangar Number **D-05** shown on Exhibit A,  
19 attached hereto and by this reference made a part of this Lease.

20 3. TERM. The term of this lease shall commence on August 18, 2017; shall end  
21 on November 18, 2017. At the conclusion of this initial Lease Period, the term shall convert to  
22 a month-to-month tenancy. Either party may terminate this Lease on thirty (30) day's written  
23 notice as provided in Paragraph 9 below.

24 4. RENT.

25 (a) Lessee shall pay the sum of Three Hundred, Ninety-two Dollars (\$392)  
26 per month to County as rent for the Leased Premises, payable in advance on the first day of  
27 each month. Rent for any partial month of the rental period shall be pro-rated.

28 0 (b) The monthly rent is due and payable on or before the first of the

1 appropriate month during the term of this Lease Agreement and shall be considered  
2 delinquent if not paid by the 15th of the month. If the monthly rent becomes delinquent,  
3 Lessee will be charged a late fee equivalent to ten percent (10%) of the delinquent rental  
4 amount, exclusive of late fees, for each month that rent is delinquent.

5 (c) Should Lessee remain in possession pursuant to this Lease for one (1)  
6 year or more, the rent specified shall be increased on July 1 of every year thereafter by the  
7 same percentage as the increase in the Consumer Price Index, All Urban Consumers, Los  
8 Angeles-Riverside-Orange County Index, for the twelve (12) month period ending three (3)  
9 months prior to the anniversary date. Nothing herein shall be deemed to provide for any  
10 reduction in the existing amount of current rent.

11 5. PAYMENT PROCEDURE. The rent is payable to Riverside County at P.O. Box  
12 1180, Riverside, California 92502.

13 6. SECURITY DEPOSIT. Prior to the commencement date of this Lease, Lessee  
14 shall deposit with County the sum of Three Hundred, Ninety-two Dollars (\$392) as security for  
15 the full and faithful performance of each term, provision, covenant and condition of the Lease.  
16 Said security deposit shall be remitted by cashier's check. County agrees to refund the  
17 security deposit or to render an accounting of County's complete or partial use thereof within  
18 fourteen (14) days following Lessee's surrender of the Leased Premises.

19 7. NOTICES. The addresses of the parties for delivery of all invoices and other  
20 official notices pursuant to Paragraph 16 are as follows:

21	LESSEE:	LESSOR:
22	Marvin Imm	Riverside County, Attn: EDA Aviation Division
23	1573 Vejar St.	3403 10 <sup>th</sup> St., Suite 400
24	Pomona, CA 91766	Riverside, CA 92501
25	(626) 343-8290	(951) 955-8916

26 /////  
27 /////  
28 /////  
29

1           8.     USE OF THE LEASED PREMISES.

2           (a)     County agrees to furnish and Lessee agrees to rent the Leased  
3 Premises for the purpose of AIRCRAFT STORAGE only. Lessee's use of the Leased  
4 Premises is subject to Regulations For County Airports attached hereto, and by this reference  
5 incorporated herein, as Exhibit B, and unless otherwise approved in writing by County, all  
6 aircraft stored on the Leased Premises shall be in an operable condition except during the  
7 course of actual repair work. Unless approved in writing by County, this Lease does not  
8 authorize storage of any other items including, but not limited to, parts, equipment, boats,  
9 watercraft, travel trailers, motorhomes or other vehicles except where storage of an  
10 automobile is incidental to the use of the aircraft. No personal equipment may be stored  
11 outside of the Leased Premises.

12           Only minor maintenance allowed under Federal Aviation Regulation Part 91 is  
13 permitted within the Leased Premises. Other aircraft repair, service and maintenance are  
14 prohibited. Such work may be performed only at such times and in such places as may be  
15 specifically authorized by County for such purposes. If Lessee desires to engage or use the  
16 services of any third party in connection with any work or repair other than those currently  
17 available at the Airport, Lessee shall give prior written notice to County and must secure a  
18 permit allowing such third party to perform work or repairs from the County prior to the  
19 commencement of any work. Said notice to the County shall state the name, address, phone  
20 number and qualifications of said third party, which Lessee desires to perform repairs. County  
21 shall have sole discretion whether to issue the permit, as well as the sole discretion to  
22 withdraw said permit or otherwise order the work by said third party to cease at any time prior  
23 to or after the commencement of the work.

24           Lessee shall not use or store any flammable or polluting substance (other than fuel in  
25 aircraft or small amounts of oil in proper containers) on the Leased Premises or elsewhere at  
26 the Airport except with the express written consent of County. The use of combustible  
27 chemicals, cleaning solvents, paint stripper, aircraft washing, painting or welding is strictly  
28 prohibited except as may be authorized in writing by the County at its sole discretion.

          The aircraft to be stored in the Leased Premises shall be owned by the Lessee and is

1 described as follows:

2           Make and Model: Hummingbird Ultralight

3           Identification Number: Being worked on

4           Should the above aircraft be sold, it must be replaced with another aircraft owned by  
5 Lessee within sixty (60) days. Lessee agrees to notify County within ten (10) days of any such  
6 sale and supply County with the make, model and identification number of the replacement  
7 aircraft. In addition, Lessee shall provide all required Certificates of Insurance, endorsements  
8 and any other documentation required herein with respect to the replacement aircraft being  
9 stored in the hangar.

10           Unless authorized to enter onto the Airport's aircraft movement area by County  
11 issuing a gate card, all motor vehicles and trailers occupying the Airport because of Lessee's  
12 use of the Leased Premises must be parked in public parking lots designated by County,  
13 display current license tags and meet any and all California environmental and insurance  
14 requirements. Lessee must ensure the safe operation of vehicles or trailers while on the  
15 Airport. Aircraft always have the right-of-way on airport property. Vehicles will not enter any  
16 aircraft operations area. Conditions may arise where it may be necessary for County to  
17 withdraw, temporarily or permanently, without prior notice, the privilege of parking motor  
18 vehicles in any assigned area.

19           Lessee shall not exercise the rights granted herein in any manner which would  
20 interfere with the departure or arrival of aircraft at the Airport or interfere with rights granted by  
21 County to other Lessees, users or customers at the Airport.

22           (b) Lessee hereby accepts the Leased Premises in its condition existing as  
23 of the Commencement Date of this Agreement and acknowledges that it has satisfied itself by  
24 its own independent investigation that the Leased Premises is in good condition and suitable  
25 for its intended use.

26           (c) Lessee is obligated to keep the Leased Premises in a clean and good  
27 condition during the term of this Lease and return said Leased Premises in the same clean  
28 and good condition as delivered.

(d) Any alterations, improvements or installation of fixtures or temporary

1 structures to be undertaken by Lessee must first have the prior written consent of County, after  
2 Lessee has submitted specific site plans in writing to County.

3 (e) All alterations and improvements made, and fixtures and structures  
4 installed by Lessee shall remain the property of Lessee and may be removed by Lessee at or  
5 prior to the expiration of this Lease or tenancy; provided, however, that such removal does not  
6 cause injury or damage to the leased premises, or, in the event it does, the premises shall be  
7 restored either by Lessee or County at Lessee's expense.

8 (f) County, through its duly authorized agents, shall have access, at any  
9 time during normal business hours, and at all reasonable times thereafter with notice, except  
10 in the case of emergency, during which, or in anticipation of which, shall have access at any  
11 and all times, for the purpose of monitoring and evaluating the obligations of Lessee  
12 hereunder and for the purpose of doing any and all things which it is obligated and has a right  
13 to do under this Lease.

#### 14 9. TERMINATION.

15 Either party may terminate this Lease upon thirty (30) day's prior written notice to the  
16 other party. County may summarily terminate this Lease without prior written notice in the  
17 event of violation of laws, rules, regulations, signs or the lawful instructions of County or in the  
18 event of the disregard or breach of any of the terms or conditions set forth herein. Termination  
19 for any reason shall not relieve Lessee from liability incurred prior to such termination and prior  
20 to removal of Lessee's property from the Airport.

21 County may terminate this Lease forthwith in the event of abandonment of the leased  
22 premises by Lessee. Even though Lessee has abandoned the leased premises, this lease  
23 shall continue in effect for so long as County does not terminate Lessee's right to possession,  
24 and County may enforce all of its rights and remedies under this lease, including, but not  
25 limited to, the right to recover rent as it becomes due hereunder.

26 For the purpose of this Paragraph 9, acts of maintenance or preservation or efforts by  
27 County to relet the premises, or the appointment of a receiver or initiative of County to protect  
28 its interest under this lease do not constitute a termination of Lessee's right to possession.

Upon termination, Lessee agrees to remove all personal property from the Leased  
Premises. Should Lessee fail to do so, County may, at Lessee's sole expense, in addition to

1 other expenses, forthwith remove said personal property and restore the Leased Premises to  
2 the same state and condition prior to its occupation by Lessee.

3 10. LESSEE'S OBLIGATIONS TO COMPLY.

4 (a) Lessee agrees to and shall, at Lessee's sole expense, promptly comply  
5 with all statutes, ordinances, resolutions, rules, and regulations of any applicable federal, state  
6 or local agencies, the covenants and restrictions of this Lease, any and all directives  
7 concerning airport operations and flight safety issued by County and requirements of any fire  
8 insurance underwriters or rating bureaus, now in effect or which may hereafter come into  
9 effect, whether or not they reflect a change in law or policy from that now existing, during the  
10 term or any part of the term hereof relating in any manner to the occupation or use by the  
11 Lessee of the Leased Premises.

12 Lessee understands and agrees that it is subject to severe restrictions on its activities  
13 at the Airport due to environmental concerns, statutes, regulations, ordinances and rules.  
14 Lessee agrees to use the Leased Premises for lawful uses only. County may elect to treat any  
15 violation of a statute, ordinance, rule, resolution or directive not corrected immediately after  
16 notice by County as a material breach of this Lease by Lessee.

17 (b) Lessee agrees to and shall pay all taxes, fees and assessments, which  
18 at any time may be levied by the state, county, city or any other tax or assessment-levying  
19 body before such tax and/or assessment becomes delinquent. Lessee shall be solely  
20 responsible for the payment of such taxes, fees or charges. In the event any such taxes or  
21 fees are charged to County, County shall notify Lessee in writing of the amount due, and  
22 Lessee shall pay County said amount within thirty (30) days of such notice. Lessee hereby  
23 agrees to indemnify County for all costs, including attorneys' fees, incurred in enforcement of  
24 this provision.

25 (c) Lessee, in utilizing Airport premises, shall not discriminate against any  
26 person or class of persons by reason of race, color, creed, sex or national origin and shall be  
27 bound by the provisions of Part 15 of the Federal Aviation Regulations and any amendments  
28 thereto which are incorporated by reference as if set forth herein in full.

11. INDEMNITY, CASUALTY AND FORCE MAJEURE.

1 (a) Lessee shall indemnify and hold harmless all Agencies, Districts,  
2 Special Districts and Departments of the County of Riverside, its respective directors, officers,  
3 Board of Supervisors, elected and appointed officials, employees, agents and representatives  
4 from any liability whatsoever based or asserted upon any services, or activities of Lessee, its  
5 officers, employees, subcontractors, agents or representatives, if any, arising out of or in any  
6 way relating to this Agreement including, but not limited to, property damage, bodily injury, or  
7 death or any other element of any kind or nature whatsoever, or resulting from any reason  
8 whatsoever arising out of or from the performance of Lessee, its officers, agents, employees,  
9 subcontractors, sublessees, agents or representatives from this Agreement.

10 Lessee shall defend at its sole cost and expense all costs and fees including, but not  
11 limited to, attorney fees, cost of investigation, defense and settlements or awards of all  
12 Agencies, Districts, Special Districts and Departments of the County of Riverside, its directors,  
13 officers, Board of Supervisors, elected and appointed officials, employees agents and  
14 representatives in any claim or action based upon such alleged acts or omissions.

15 With respect to any action or claim, Lessee shall at its sole cost and expense have the  
16 right to use counsel of its own choice and shall have the right to adjust, settle or compromise  
17 any such action or claim without the prior consent of County provided, however, that any such  
18 adjustment, settlement or compromise in no manner whatsoever limits or circumscribes  
19 Lessee's indemnification to County as set forth herein. Lessee's obligation hereunder shall be  
20 satisfied when Lessee has provided to County the appropriate form of dismissal relieving  
21 County from any liability for the action or claim involved.

22 (b) The County shall not be liable for failure to perform this Agreement or for  
23 any loss, injury, damage or delay of any nature whatsoever caused by or resulting from any  
24 act of God, fire, flood, accident, strike, labor dispute, riot, insurrection, civil disturbance,  
25 terrorism, war or any other cause beyond its control.

26 (c) Lessee further agrees to keep the Leased Premises and any  
27 improvements constructed thereon free and clear of liens for labor and material and shall hold  
28 County harmless from any liability with respect thereto.

1           12.    INSURANCE. Lessee shall procure and maintain or cause to be maintained, at  
2 its sole cost and expense, the following insurance coverages during the term of this Lease.  
3 The procurement and maintenance of insurance required below will not diminish or limit  
4 Lessee's obligation to indemnify or hold the County harmless.

5           (a)    Workers' Compensation:    If Lessee has employees as defined by the  
6 State of California, Lessee shall maintain Workers' Compensation Insurance (Coverage A) as  
7 prescribed by the laws of the State of California. Policy shall include Employers' Liability  
8 (Coverage B) including Occupational Disease with limits not less than One Million Dollars  
9 (\$1,000,000) per person per accident. Policy shall be endorsed to waive subrogation in favor  
10 of the County of Riverside.

11           If Lessee does not have employees, Lessee will provide County with a written  
12 statement to that effect.

13           (b)    Airport General Liability:  If Lessee does not have Premises Liability  
14 included within their Aircraft Liability coverage, then Lessee shall maintain Airport General  
15 Liability insurance coverage including, but not limited to, premises liability, and contractual  
16 liability covering claims or occurrences, which may arise from or out of Lessee's performance  
17 of its obligations hereunder. Policy shall name all Agencies, Districts, Special Districts and  
18 Departments of the County of Riverside, its respective directors, officers, Board of  
19 Supervisors, employees, elected or appointed officials, agents or representatives as Additional  
20 Insureds. Policy's limit of liability shall not be less than One Million Dollars (\$1,000,000) per  
21 occurrence and in the aggregate if applicable.

22           (c)    Vehicle Liability:        If Lessee's vehicles or mobile equipment enter the  
23 aircraft movement areas of French Valley Airport, then Lessee shall maintain liability insurance  
24 for all owned, non-owned or hired vehicles used in an amount not less than the limits specified  
25 in the application to obtain the gate card referred to in paragraph 8(a) above. Policy shall  
26 name the County of Riverside, its Agencies, Districts, Special Districts and Departments, their  
27 respective directors, officers, Board of Supervisors, employees, elected or appointed officials,  
28 agents or representatives as Additional Insureds



1 (d) Aircraft Liability Insurance. Lessee shall provide Aircraft Liability  
2 insurance for all owned and non-owned aircraft operated by the Lessee in an amount not less  
3 than One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury,  
4 including death and property damage, and coverage shall include but is not limited to,  
5 premises liability. The policy will be endorsed to include all Agencies, Districts, Special  
6 Districts and Departments of the County of Riverside, their respective directors, officers, Board  
7 of Supervisors, employees, elected or appointed officials, agents or representative as  
8 Additional Insureds. If Lessee maintains premises liability coverage under a separate policy  
9 which provides coverage for exposures arising from this Lease, Lessee is not required to  
10 maintain premises liability within the Aircraft Liability coverage.

11 (e) General Insurance Provisions – All lines:

12 (1) Any insurance carrier providing insurance coverage hereunder  
13 shall be admitted to the State of California and have an AM BEST rating of not less than A: VIII  
14 (A:8), unless such requirements are waived in writing by the County Risk Manager. If the  
15 County's Risk Manager waives a requirement for a particular insurer, such waiver is only valid  
16 for that specific insurer and only for one (1) policy term.

17 (2) The Lessee's insurance carrier must declare its insurance  
18 deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed  
19 Fifty Thousand Dollars (\$50,000) per occurrence, such deductibles and/or retentions shall  
20 have the prior written consent of the County Risk Manager before the commencement of  
21 operations under this Agreement. Upon notification of deductibles or self-insured retentions  
22 unacceptable to the County, and at the election of the County's Risk Manager, Lessee's  
23 carriers shall either; 1) reduce or eliminate such deductibles or self-insured retentions as  
24 respects this Agreement with the County, or 2) procure a bond which guarantees payment of  
25 losses and related investigations, claims administration and defense costs and expenses.

26 Lessee shall cause its insurance carrier to furnish the County of Riverside with a  
27 properly executed original Certificate of Insurance and certified original copies of  
28 endorsements effecting coverage as required herein, and if requested to do so in writing by

1 the County Risk Manager, provide original Certified copies of policies including all  
2 endorsements and all attachments thereto, showing such insurance is in full force and effect.  
3 Further, said Certificates and policies of insurance shall contain the covenant of the insurance  
4 carriers that thirty (30) days' written notice shall be given to the County of Riverside prior to  
5 any cancellation, expiration or reduction in coverage of such insurance. In the event of a  
6 cancellation, expiration or reduction in coverage, this Agreement shall terminate forthwith,  
7 unless the County of Riverside receives, prior to such effective date, another properly  
8 executed original Certificate of Insurance and original copies of endorsements or certified  
9 original policies, including all endorsements and attachments thereto evidencing coverages set  
10 forth herein and that the insurance required herein is in full force and effect.

11 Lessee shall not commence operations under this Lease until the County has been  
12 furnished an original Certificates of Insurance and certified original copies of endorsements  
13 and, if requested, certified original policies of insurance including all endorsements and any  
14 and all other attachments as required in this section. An individual authorized by the  
15 insurance carrier to do so on its behalf shall sign the original endorsements for each policy and  
16 the Certificate of Insurance.

17 It is understood and agreed to by the parties hereto that the Certificates of Insurance  
18 and policies shall so covenant and shall be construed as primary insurance, and the County's  
19 insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not  
20 be construed as contributory

21 (f) Upon failure of Lessee to procure or maintain required insurance,  
22 County may elect to treat such failure as a Material Breach of this Lease Agreement by  
23 Lessee.

24 13. ENVIRONMENTAL HAZARD.

25 (a) "Environmental Damages" means all claims, judgments, damages,  
26 losses, penalties, fines, liabilities (including reasonable attorneys' and consultants' fees) of  
27 investigation and defense of any claim, whether or not such claim is ultimately defeated, and  
28 of any good faith settlement, which are incurred as a result of the existence of Hazardous  
Material on, under or about the Leased Premises, including without limitation:

1 (1) Damages for personal injury or injury to property or natural  
2 resources occurring on the Leased Premises, foreseeable or unforeseeable,

3 (2) Fees incurred for attorneys, consultants, contractors, experts,  
4 laboratories and all other costs incurred in connection with the investigation or remediation of  
5 Hazardous Material including, but not limited to, the preparation of any feasibility studies or  
6 reports or any cleanup, remediation, removal, abatement, containment, closure, restoration, or  
7 monitoring required by any federal, state or local governmental entity.

8 (b) "Hazardous Materials" means any hazardous or toxic substance,  
9 material or waste that is, or becomes, regulated by any federal, state or local governmental  
10 entity. The term includes, without limitation, any material or substance which is defined or  
11 listed as a hazardous waste, extremely hazardous waste, or restricted waste under the  
12 Hazardous Waste Control Law, California Health and Safety Code Sections 25115, 25117,  
13 25122.7, 25140; defined as a hazardous substance under the Hazardous Substance Account  
14 Act, Section 25316 of the California Health and Safety Code; defined as a hazardous material,  
15 substance or waste under the Hazardous Materials Response Plans and Inventory, California  
16 Health and Safety Code Section 25501 or 25281 (Underground Storage of Hazardous  
17 Substances); listed or defined as hazardous or extremely hazardous pursuant to Title 22,  
18 Article 9, California Code of Regulations; designated as a hazardous substance pursuant to  
19 Section 300 of the Water Pollution Control Act, 33 U.S.C. 1317 et seq.; defined as a  
20 hazardous waste or substance pursuant to the Resource Conservation and Recovery Act, 42  
21 U.S.C. 6901 et seq.; or the Comprehensive Environmental Response, Compensation and  
22 Liability Act, 42 U.S.C. 9601, et seq.; petroleum; asbestos.

23 (c) In no event shall County be liable for incidental, special, exemplary or  
24 consequential damages including, but not limited to, loss of profits or products, interference  
25 with business operations or relationships or inability to use the Leased Premises. Lessee shall  
26 be primarily liable for environmental damages due to any act or omission of Lessee with  
27 respect to the use, storage or disposal of any hazardous material or with respect to damage  
28 on the Leased Premises caused by Lessee.

(d) Lessee shall not cause or permit any hazardous material to be brought

1 on, treated, kept, used, stored, disposed of, discharged, released, produced or generated in,  
2 on, under or about the Leased Premises by Lessee, its agents, employees, contractors,  
3 subtenants, assignees, or invitees without the prior written consent of County which shall not  
4 be unreasonably withheld if Lessee demonstrates to County's satisfaction that such hazardous  
5 material is necessary to Lessee's business and will be brought on, treated, kept, used, stored,  
6 disposed of, discharged, released, or produced in a manner which complies with all laws  
7 regulating such hazardous material.

8 (e) Lessee shall defend, indemnify and hold County harmless from any and  
9 all environmental damages relating to any hazardous material brought on, treated, kept used,  
10 stored, disposed of, discharged, released produced or generated by Lessee, its employees,  
11 agents, contractors, assignees, tenants or invitees during Lessee's occupation of the Leased  
12 Premises, even if done with County's consent, and in addition, from any and all environmental  
13 damages on, under or about the Leased Premises as a result of Lessee's occupancy of the  
14 Leased Premises.

15 (f) Notwithstanding Lessee's obligation to indemnify County, Lessee shall,  
16 at Lessee's sole cost and expense, promptly take action to remediate the Leased Premises  
17 necessitated by the presence of hazardous material in, on, under or about the Leased  
18 Premises and caused by Lessee's use or occupancy of the Leased Premises. Such action  
19 includes, but is not limited to, investigation of the environmental condition of the Leased  
20 Premises, the preparation of any feasibility studies, reports or remedial plans, and the  
21 performance of any cleanup or remediation.

22 (g) Lessee shall proceed continuously and diligently with such investigation  
23 and remedial action. All action shall be performed in a good, safe and workman-like manner.  
24 Lessee shall promptly provide to County copies of testing results and reports in connection  
25 with Lessee's action pursuant to this paragraph.

26 (h) Lessee shall comply with the notice requirements of California Health  
27 and Safety Code Section 25359.7 and any successor or related statute regarding notice to  
28 County or any other party of the discovery by Lessee of the presence or suspected presence  
of any hazardous materials on the Leased Premises.

1 (i) Lessee shall comply with all permits, regulations or orders of the  
2 Regional Water Quality Board, the County or any other state, local or federal governmental  
3 entity having jurisdiction or authority over matters relating to removal and/or discharge of  
4 waters or other liquids from the Leased Premises.

5 14. REMEDIES.

6 (a) In the event of a material breach of this Lease by Lessee, County may  
7 elect to: (1) continue under the Lease; (2) terminate the Lease and seek damages; or (3)  
8 seek injunctive relief.

9 (b) In the event of material breach of this Lease by County, Lessee may  
10 elect to: (1) terminate the Lease and seek damages; or (2) terminate the Lease only.

11 (c) Each term and provision of this Lease performable by Lessee shall be  
12 construed to be both a covenant and a condition. Lessee's performance of each of the  
13 covenants and conditions set forth in this Lease is a substantial inducement to the County in  
14 the making of this Lease, and a violation of any such covenant or condition shall give the  
15 County a right to terminate this Lease immediately and any interest created by or through it.  
16 No remedy or election of County hereunder shall be deemed exclusive but shall be  
17 cumulative whenever possible with all other remedies at law or in equity.

18 15. MISCELLANEOUS.

19 (a) Modification. No modification, amendment, revision or extension of this  
20 Lease shall be effective unless the same is in writing and approved in advance by the County.  
21 This Lease is not assignable. Neither the Leased Premises nor any portion thereof shall be  
22 sublet to any third party whatsoever.

23 (b) Entire Agreement. This Lease constitutes the entire and sole  
24 agreement of the parties hereto, contains all agreements and understandings of the parties,  
25 and constitutes a written integration of all negotiations between the parties relating to the  
26 subject matter hereof, incorporating each and every representation, promise or warranty,  
27 whether oral or written, among the parties with respect hereto. This Lease solely governs all  
28 the remaining rights and obligations of all parties to this Lease with respect to the Leased

1 Premises to which it pertains. No party has made any representation, promise or warranty to  
2 the other with respect to the matters addressed herein except as expressly set forth in the  
3 Lease. The parties hereto agree to execute and deliver any and all additional papers,  
4 documents, and other assurances and shall do any and all acts and things reasonably  
5 necessary in connection with the performance of their obligations hereunder and to carry out  
6 the intent of the parties to this Lease.

7 (c) Attorney Fees. If any legal action or proceeding be brought by  
8 either party to enforce any part of this Lease, each party shall be responsible for its own  
9 attorneys' fees and court costs incurred in prosecution or defense of the action.

10 (d) Severability. The invalidity of any provision of this Lease as  
11 determined by a court of competent jurisdiction shall in no way affect the validity of any other  
12 provision hereof.

13 (e) Notice Procedure. Any notice required or permitted to be given  
14 hereunder shall be in writing and shall be given by personal delivery or by posting said notice  
15 and mailing by certified mail the same business day and shall be deemed sufficiently given if  
16 personally delivered or addressed to the Lessee at the address provided herein above in  
17 Paragraph 7 of this Lease.

18 (f) Waiver. No waiver by County of any provision hereof shall be  
19 deemed a waiver of any other provision hereof or of any subsequent breach by Lessee of the  
20 same or any other provision.

21 (g) Consent. County's consent to, or approval of, any act shall not be  
22 deemed to render unnecessary the obtaining of County's consent to or approval of any  
23 subsequent act by Lessee.

24 (h) Authority to Execute. Each of the persons executing this Lease  
25 represents and warrants that he/she is signing and agrees to indemnify and hold the parties  
26 hereto harmless in the event such authority is found lacking.

27 (i) Advice of Counsel. The parties represent and warrant that they have  
28 had the advice of counsel of their own choosing in the negotiation for and the preparation of

1 this Lease and that they have read this Lease, or have had the same read to them by  
2 counsel, and that they have had this Lease fully explained to them by their counsel, and they  
3 are fully aware of the Lease's legal effect and are signing this Lease voluntarily of their own  
4 free will.

5 (j) Effect on Agents. The terms of this Lease shall bind and inure to  
6 the benefit of the parties and each of their respective agents, employees, successors, heirs,  
7 administrators, executives, assigns, partners, devisees, legatees or new corporation or other  
8 new business entity, as applicable.

9 (k) Multiple Originals. This Lease may be executed in counterparts,  
10 and, when each party has signed and delivered at least one such counterpart, each  
11 counterpart shall be deemed an original and taken together, shall constitute one (1) and the  
12 same Lease, which shall be binding and effective as to all parties. A telefax signature shall  
13 have the same force and effect as an original.

14 (l) Governing Law. This Lease shall be construed and interpreted in  
15 the courts of and pursuant to the laws of the State of California. The parties hereby agree  
16 that at the time of execution of this Lease, the terms of this Agreement are reasonable and  
17 effectuate the intent and purpose of Lessee and County with respect to the terms thereof.

18 ///  
19 ///  
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28

1 IN WITNESS WHEREOF, the Lessee has executed this Lease, or caused it to be duly  
2 executed. The County of Riverside, by Resolution N. 98-364 of its Board of Supervisors, has  
3 caused this Lease to be executed on its behalf by the Assistant County Executive Officer -  
4 Economic Development Agency.

5 Dated: 9. 29. 2017

LESSEE:

6 Marvin Imm


7  
8 Marvin Imm

9 BY:  \_\_\_\_\_

10 Marvin Imm

11  
12 Dated: 8/17

COUNTY OF RIVERSIDE

13  
14 By:  \_\_\_\_\_

15 Tim Miller  
16 Aviation Director/EDA

17  
18 Attachments:  
19 Exhibit A – Leased Premises  
20 Exhibit B – Regulations For County Airports

21  
22  
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24  
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26  
27  
28





## Riverside County Aviation

April 14, 2021

VIA CERTIFIED MAIL

Marvin Imm  
1573 Vejar St.  
Pomona, CA 91766

**REGARDING: NOTICE OF BREACH OF LEASE, NOTICE OF  
DEFAULT**  
**SUBJECT PROPERTY: 1209 SQUARE FEET AT HEMET RYAN AIRPORT,  
KNOWN AS T-HANGAR NUMBER D-05**

DEAR MR. IMM:

The purpose of this letter is to notify you of the delinquent rent and late fees owed for the use of the T-Hangar D05 at Hemet Ryan Airport.

Mr. Marvin Imm, as lessee, and the County of Riverside, as lessor, ("County") entered into that certain Hemet Ryan Airport T-Hangar Lease Agreement. The Lease provides for the lease of 1209 square feet for aircraft storage, also known as T-Hangar Number D05 ("Leased Premises"). All capitalized terms not defined herein shall have the meaning ascribed to such term in the Lease.

**PLEASE TAKE NOTICE** that you are in default of the following duty and obligation under the Lease:

You failed to pay rent as provided in Section 4 of the Lease. The total outstanding rent and late fee charges as of the date of this notice and the full amount required to cure this breach is \$15,469.98 (fifteen thousand four hundred sixty nine dollars and ninety eight cents). Attached to this notice, is a customer statement summarizing the past due rent and late fees incurred for the months rent was not received on the date specified in the lease agreement.

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4080 Lemon Street, 14th Floor • Riverside, California 92501 • (951) 955-9722

P. O. Box 1605 • Riverside, California 92502-1605



## Riverside County Aviation

You are hereby notified that it is the purpose and intent of this notice to cure the above referenced monetary defaults within SEVEN (7) calendar day period from the date this notice is received. Failure to cure this default within SEVEN (7) calendar day period will result into issuance of a THREE (3) day notice to pay or quit.

**PLEASE TAKE NOTICE** that within seven calendar days after service of this notice upon you, the total overdue amount, as stated in this notice, must be made by cash or check, payable to the COUNTY OF RIVERSIDE and must be delivered Riverside County Aviation Division P.O Box 1605, Riverside, CA 92502.

The County of Riverside's acceptance of a partial rent payment after service of this notice upon you or after commencement of a civil action predicated upon a formal notice of default shall not constitute a waiver of any rights, including any rights the County may have to recover possession of the Leased Premises.

Please provide your prompt attention and response to this matter.

Sincerely,

A handwritten signature in black ink that reads "Angela Jamison".

Angela Jamison  
County Airport Manager

cc: Charissa Leach, Assistant County Executive Officer/TLMA

Riverside County Aviation Division  
P.O. Box 1605, Riverside, CA 92502  
951-955-9927

## Customer Statement - April, 2021

Imm, Marvin (HRT-H-D05)  
Mr. Marvin Imm  
1573 Vejar St.  
Pomona CA 91766

Item Number	Type	Activity Period	Trans Date	Due Date	Disposition	Original Amount	Balance
305991	IN	October, 2017	09/25/2017	10/01/2017	Payment cash on 09/11/2017 applied on 09/26/2017	\$392.00	\$214.90
306156	IN	November, 2017	10/19/2017	11/01/2017		\$392.00	\$392.00
306234	FC	October, 2017	10/19/2017	11/18/2017		\$21.49	\$21.49
306317	IN	December, 2017	11/20/2017	12/01/2017		\$392.00	\$21.49
306451	FC	November, 2017	11/22/2017	12/01/2017		\$21.49	\$392.00
306452	FC	November, 2017	11/22/2017	12/01/2017		\$39.20	\$21.49
306565	IN	January, 2018	12/18/2017	01/01/2018		\$392.00	\$39.20
306641	FC	December, 2017	12/18/2017	01/17/2018		\$78.40	\$392.00
306768	IN	February, 2018	01/19/2018	02/01/2018		\$392.00	\$78.40
306837	FC	January, 2018	01/22/2018	01/22/2018		\$139.09	\$392.00
306921	IN	March, 2018	02/15/2018	03/01/2018		\$392.00	\$139.09
307094	IN	April, 2018	03/16/2018	04/01/2018		\$392.00	\$392.00
307306	IN	May, 2018	04/16/2018	05/01/2018		\$392.00	\$392.00
307380	FC	April, 2018	04/16/2018	05/01/2018		\$256.69	\$392.00
307493	IN	June, 2018	05/21/2018	06/01/2018		\$392.00	\$256.69
307602	FC	May, 2018	05/21/2018	06/01/2018		\$295.89	\$392.00
307684	IN	July, 2018	06/25/2018	07/01/2018		\$392.00	\$295.89
307804	FC	June, 2018	06/28/2018	07/15/2018		\$335.09	\$392.00
307926	IN	August, 2018	07/20/2018	08/01/2018		\$392.00	\$335.09
307997	FC	July, 2018	07/20/2018	08/01/2018		\$39.20	\$392.00
308082	IN	September, 2018	08/21/2018	09/01/2018		\$413.49	\$39.20
308171	FC	August, 2018	08/21/2018	09/15/2018		\$392.00	\$413.49
308250	IN	October, 2018	09/18/2018	10/01/2018		\$392.00	\$392.00
308346	FC	September, 2018	09/25/2018	10/01/2018		\$39.20	\$392.00

Riverside County Aviation Division  
 P.O. Box 1605, Riverside, CA 92502  
 951-955-9927

**Customer Statement - April, 2021**

Imm, Marvin (HRTH-D05)  
 Mr. Marvin Imm  
 1573 Vejar St.  
 Pomona CA 91766

Item Number	Type	Activity Period	Trans Date	Due Date	Disposition	Original Amount	Balance
308459	IN	November, 2018	10/23/2018	11/01/2018		\$392.00	\$392.00
308527	FC	October, 2018	10/23/2018	11/01/2018		\$491.89	\$392.00
308665	IN	December, 2018	11/20/2018	12/01/2018		\$392.00	\$392.00
308730	FC	November, 2018	11/20/2018	11/20/2018		\$39.20	\$392.00
308843	IN	January, 2019	12/20/2018	01/01/2019		\$39.20	\$392.00
308928	FC	December, 2018	12/21/2018	12/21/2018		\$570.29	\$392.00
309009	IN	February, 2019	01/24/2019	02/01/2019		\$570.29	\$392.00
309102	FC	January, 2019	02/01/2019	02/01/2019		\$610.80	\$392.00
309196	IN	March, 2019	02/21/2019	03/01/2019		\$610.80	\$392.00
309299	FC	February, 2019	02/21/2019	02/21/2019		\$392.00	\$392.00
309450	IN	April, 2019	03/21/2019	04/01/2019		\$648.69	\$392.00
309529	FC	March, 2019	03/21/2019	04/21/2019		\$687.89	\$392.00
309666	IN	May, 2019	04/19/2019	05/01/2019		\$687.89	\$392.00
309750	FC	May, 2019	04/21/2019	05/01/2019		\$705.60	\$392.00
309876	IN	June, 2019	05/15/2019	06/01/2019		\$705.60	\$392.00
309995	FC	May, 2019	05/17/2019	05/17/2019		\$805.49	\$392.00
310146	IN	July, 2019	06/18/2019	07/01/2019		\$805.49	\$392.00
310358	IN	August, 2019	07/17/2019	08/01/2019		\$392.00	\$392.00
310609	IN	September, 2019	08/19/2019	09/01/2019		\$392.00	\$392.00
<b>Hemet Ryan Airport Entity Total:</b>							<b>\$15,469.98</b>
<b>Company Total:</b>							<b>\$15,469.98</b>



## Riverside County Aviation

June 16, 2021

VIA CERTIFIED MAIL

Mr. Marvin Imm  
1573 Vejar St.  
Pomona, CA 91766

### **THREE-DAY NOTICE TO PAY OR QUIT**

Dear Mr. Imm:

You are hereby notified that you have defaulted in your lease of the premises at 4200 Walden Weaver Rd., Hemet, CA 92545 at Hemet-Ryan Airport. The amount due is \$15,469.98, representing the rent due and late fees as per the attached most recent customer statement.

Within three days after service of this notice upon you, the total overdue rent payment and late fees, in the amount stated above, must be made by cash or check, payable to the COUNTY OF RIVERSIDE, and must be delivered to 4080 Lemon St., 14<sup>th</sup> floor, Riverside, CA 92501, Attention: Aviation Department. Payments may be delivered to this office Monday through Friday between the hours of 7:30 a.m. and 5:00 p.m., holidays excluded.

In the alternative, you are required to vacate and deliver the Premises to Ms. Angela Jamison, County Airports Manager, representative of the County of Riverside ("Lessor"), within three days after service of this notice upon you.

If you fail either to pay the amount of rent and late fees demanded in this notice or to vacate and deliver the Premises to the person designated above within three days, the undersigned will commence legal proceedings against you to (1) declare a forfeiture of your T-Hangar Lease Agreement dated, August 9, 2017, under which you hold possession of Premises, (2) recover possession of the Premises, (3) recover the rent and late fees demanded herein, due for the periods covered by this notice, and (4) recover damages for each day that you occupy the Premises after the periods covered by this notice (*plus statutory damage*) and costs of suit.

---

4080 Lemon Street, 14th Floor • Riverside, California 92501 • (951) 955-9722

P. O. Box 1605 • Riverside, California 92502-1605



## Riverside County Aviation

Please provide your prompt attention and response to this matter. For any questions, please contact Michelle Moore at 951.955.9762.

Sincerely,

A handwritten signature in black ink that reads "Angela Jamison". The signature is written in a cursive, flowing style.

Angela Jamison  
County Airports Manager

cc: Charissa Leach, Assistant County Executive Officer/TLMA

Riverside County Aviation Division  
P.O. Box 1605, Riverside, CA 92502  
951-955-9927

Customer Statement - June, 2021

Imm, Marvin (HRT-H-D05)  
Mr. Marvin Imm  
1573 Vejar St.  
Pomona CA 91766

Hemet Ryan Airport

Item Number	Type	Activity Period	Trans Date	Due Date	Disposition	Original Amount	Balance
305991	IN	October, 2017	09/25/2017	10/01/2017	Payment cash on 09/11/2017 applied on 09/26/2017	\$392.00	\$214.90
306156	IN	November, 2017	10/19/2017	11/01/2017		\$392.00	\$392.00
306234	FC	October, 2017	10/19/2017	11/18/2017		\$392.00	\$21.49
306317	IN	December, 2017	11/20/2017	12/01/2017		\$392.00	\$392.00
306451	FC	November, 2017	11/22/2017	12/01/2017		\$392.00	\$21.49
306452	FC	November, 2017	11/22/2017	12/01/2017		\$392.00	\$21.49
306565	IN	January, 2018	12/18/2017	01/01/2018		\$392.00	\$392.00
306641	FC	December, 2017	12/18/2017	01/17/2018		\$392.00	\$392.00
306768	IN	February, 2018	01/19/2018	02/01/2018		\$392.00	\$78.40
306837	FC	January, 2018	01/22/2018	01/22/2018		\$392.00	\$392.00
306921	IN	March, 2018	02/15/2018	03/01/2018		\$392.00	\$139.09
307094	IN	April, 2018	03/16/2018	04/01/2018		\$392.00	\$392.00
307306	IN	May, 2018	04/16/2018	05/01/2018		\$392.00	\$392.00
307380	FC	April, 2018	04/16/2018	05/01/2018		\$392.00	\$392.00
307493	IN	June, 2018	05/21/2018	06/01/2018		\$392.00	\$256.69
307602	FC	May, 2018	05/21/2018	06/01/2018		\$392.00	\$392.00
307684	IN	July, 2018	06/25/2018	07/01/2018		\$392.00	\$295.89
307804	FC	June, 2018	06/28/2018	07/15/2018		\$392.00	\$392.00
307926	IN	August, 2018	07/20/2018	08/01/2018		\$392.00	\$335.09
307997	FC	July, 2018	07/20/2018	08/01/2018		\$392.00	\$392.00
308082	IN	September, 2018	08/21/2018	09/01/2018		\$392.00	\$392.00
308171	FC	August, 2018	08/21/2018	09/15/2018		\$392.00	\$413.49
308250	IN	October, 2018	09/18/2018	10/01/2018		\$392.00	\$392.00
308346	FC	September, 2018	09/25/2018	10/01/2018		\$392.00	\$392.00

Riverside County Aviation Division  
P.O. Box 1605, Riverside, CA 92502  
951-955-9927

### Customer Statement - June, 2021

Imm, Marvin (HRT-H-D05)  
Mr. Marvin Imm  
1573 Vejar St.  
Pomona CA 91766

Item Number	Type	Activity Period	Trans Date	Due Date	Disposition	Original Amount	Balance
308459	IN	November, 2018	10/23/2018	11/01/2018		\$392.00	\$392.00
308527	FC	October, 2018	10/23/2018	11/01/2018		\$491.89	\$392.00
308665	IN	December, 2018	11/20/2018	12/01/2018		\$392.00	\$392.00
308730	FC	November, 2018	11/20/2018	11/20/2018		\$39.20	\$392.00
308843	IN	January, 2019	12/20/2018	01/01/2019		\$392.00	\$392.00
308928	FC	December, 2018	12/21/2018	12/21/2018		\$570.29	\$392.00
309009	IN	February, 2019	01/24/2019	02/01/2019		\$610.80	\$392.00
309102	FC	January, 2019	02/01/2019	02/01/2019		\$610.80	\$392.00
309196	IN	March, 2019	02/21/2019	03/01/2019		\$392.00	\$392.00
309299	FC	February, 2019	02/21/2019	02/21/2019		\$648.69	\$392.00
309450	IN	April, 2019	03/21/2019	04/01/2019		\$687.89	\$392.00
309529	FC	March, 2019	03/21/2019	04/21/2019		\$705.60	\$392.00
309656	IN	May, 2019	04/19/2019	05/01/2019		\$392.00	\$392.00
309750	FC	May, 2019	04/21/2019	05/01/2019		\$805.49	\$392.00
309876	IN	June, 2019	05/15/2019	06/01/2019		\$392.00	\$392.00
309995	FC	May, 2019	05/17/2019	05/17/2019		\$392.00	\$392.00
310146	IN	July, 2019	06/18/2019	07/01/2019		\$805.49	\$392.00
310358	IN	August, 2019	07/17/2019	08/01/2019		\$392.00	\$392.00
310609	IN	September, 2019	08/19/2019	09/01/2019		\$392.00	\$392.00
<b>Hemet Ryan Airport Entry Total:</b>						<b>\$15,469.98</b>	
<b>Company Total:</b>						<b>\$15,469.98</b>	



Marvin Imm – Three Day Notice to Pay or Quit - Return Receipt for Merchandise

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"><li>■ Complete items 1, 2, and 3.</li><li>■ Print your name and address on the reverse so that we can return the card to you.</li><li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li></ul>		A. Signature <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee	
1. A		B. Received by (Printed Name) <i>M. Imm</i>	C. Date of Delivery <i>10/19</i>
Marvin Imm 1573 Vejar St. Pomona, CA 91766		D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input checked="" type="checkbox"/> No	
9590 9402 6094 0125 8096 48		3. Service Type	
2. Article Number (Transfer from previous label) 7019 2970 0002 1940 4409		<input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$600)	
		<input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation <input type="checkbox"/> Signature Confirmation Restricted Delivery	
PS Form 3811, July 2015 PSN 7530-02-000-9053		Domestic Return Receipt	

USPS TRACKING #		First-Class Mail Postage & Fees Paid USPS Permit No. G-10
9590 9402 6094 0125 8096 48		
United States Postal Service	* Sender: Please print your name, address, and ZIP+4® in this box*	
County of Riverside TLMA/Aviation 4080 Lemon Street, 14th Floor Riverside, CA 925021		
JUN 21 2021		

**Notice of Belief of Abandonment**

**Civil Code Section 1951.3**

To:

Marvin Imm at 1573 Vejar St. Pomona, CA 91766

Name

Tenant(s) in possession of the premises at 4200 Walden Weave Rd., Hemet Ryan Airport  
Street Address

City of Hemet, County of Riverside, California

This notice is given pursuant to Section 1951.3 of the Civil Code concerning the real property leased by you at the above address. The rent on this property has been due and unpaid for 14 consecutive days and the lessor/ landlord or his/her agent believes that you have abandoned the property. Rent has been unpaid since October 2017.

The real property will be deemed abandoned within the meaning of Section 1951.2 of the Civil Code and your lease will terminate on June 30, 2021, a date not less than 18 days after the mailing of this notice (or not less than 15 days after this notice is served personally), unless before such date the undersigned receives at the address indicated below a written notice from you stating both of the following:

- (1) Your intent not to abandon the real property;
- (2) An address at which you may be served by certified mail in any action for unlawful detainer of the real property.

You are required to pay the rent due and unpaid on this real property as required by the lease, and your failure to do so can lead to a court proceeding against you.

July 9, 2021

Date

*Angela Jamison*

Angela Jamison, County Airport Manager

4080 Lemon Street, 14th Floor

Riverside, CA 92502



## Riverside County Aviation

### Notice of Right to Reclaim Abandoned Property

July 12, 2021

Marvin R. Imm  
1573 Vejar Street  
Pomona, Ca 91766

Dear Mr. Imm,

When you vacated the premises at 4200 Walden Weaver Rd., Hemet, CA 92545 at Hemet-Ryan Airport you left the hangar full of personal items including a vehicle (license plate CA 1FHL482), tools, refrigerator, sofa, fire extinguishers, extension cords, ladder, boxes, furniture, car seats, auto parts, microwave, mail, personal effects and other miscellaneous items as shown in the photos on the following pages.

You may claim this property at 4200 Walden Weaver Rd. Hemet-Ryan Airport after paying the rent due and late fees in the amount of \$23,542.68 no later than July 30, 2021.

In addition to the above, unless you pay the reasonable cost of storage for all of the above-described property, and take possession of the property which you claim, not later than July 30, 2021 this property may be disposed of pursuant to Section 1993.07 of the Civil Code.

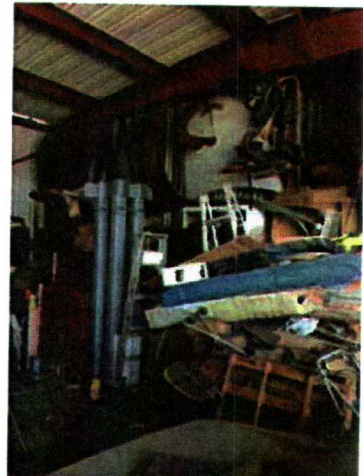
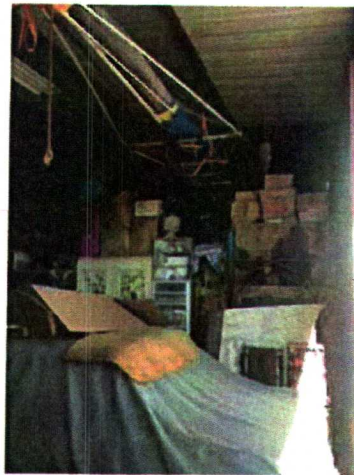
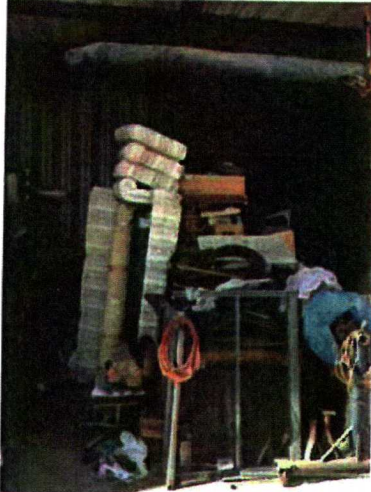
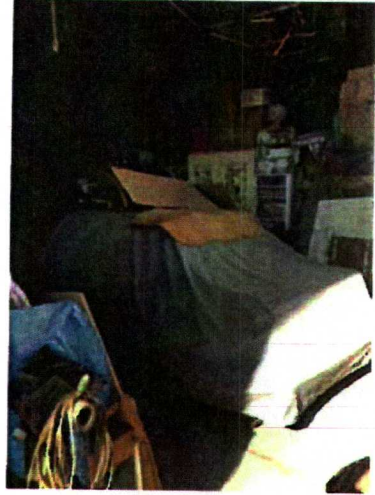
If you fail to reclaim the property, it will be disposed of, or sold at a public sale after notice of the sale has been given by publication. You have the right to bid on the property at this sale. If the property is sold, and the cost of storage, advertising, and sale is deducted, the remaining money will be paid over to the County. You may claim the remaining money at any time within one year after the County receives the money.

Sincerely,

Angela Jamison  
County Airports Manager



# Riverside County Aviation



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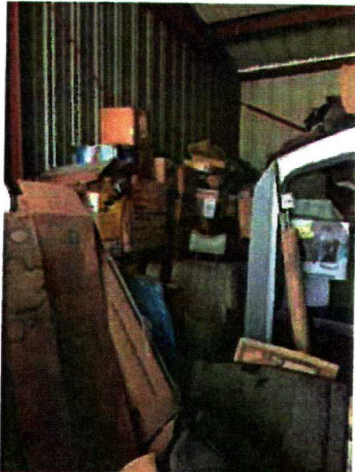
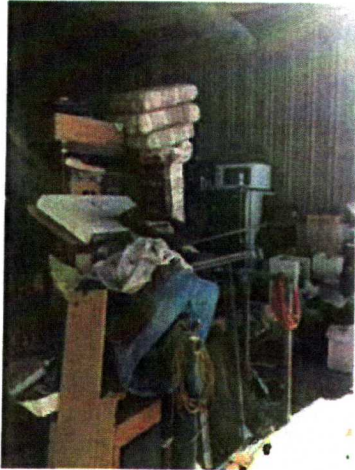
4080 Lemon Street, 14th Floor • Riverside, California 92501 • (951) 955-9722

P. O. Box 1605 • Riverside, California 92502-1605

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# Riverside County Aviation



2 RESOLUTION NO. 2021-025

3 A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF  
4 RIVERSIDE AUTHORIZING THE TRANSPORTATION LAND MANAGEMENT  
5 AGENCY – AVIATION DIVISION (TLMA) TO DISCHARGE DELINQUENT AND  
6 UNCOLLECTIBLE RECEIVABLES ASSOCIATED WITH AN ABANDONED HANGAR  
7 AT HEMET-RYAN AIRPORT

8 WHEREAS, pursuant to Section 25257 of the Government Code, any  
9 department, officer, or employee of a county charged by law with the collection of any  
10 county or district tax assessment, penalty, cost, license fees, or any money, which is  
11 due and payable to the county or district for any reason, may apply to the board of  
12 supervisors for a discharge from accountability for the collection thereof if the amount is  
13 too small to justify the cost of collection, the likelihood of collection does not warrant the  
14 expense involved; and

15 WHEREAS, the Board of Supervisors of Riverside County (Board) has given the  
16 Transportation Land Management Agent (TLMA) responsibility for management and  
17 administration of the County’s airports; and

18 WHEREAS, the Riverside County Transportation and Land Management  
19 Division– Aviation operates the Blythe Airport, the Chiriaco-Summit Airport, the Hemet-  
20 Ryan Airport, the French Valley Airport, and the Jacqueline Cochran Regional Airport;  
21 and

22 WHEREAS, the five (5) general aviation airports provide various services  
23 including the leasing of T-Hangars for the purpose of aircraft storage only; and

24 WHEREAS, the County entered into a T-Hangar Lease Agreement (Lease) with  
25 Mr. Marvin Imm, as lessee, on August 9, 2017 for the lease of 1,209 square feet for  
26 aircraft storage, also known as T-Hangar Number D05; and

27 WHEREAS, Mr. Imm has failed to pay rent as provided in Section 4 of his Lease,  
28 the total outstanding rent and late fee charges is \$15,469.98 (fifteen thousand four  
hundred sixty-nine dollars and ninety-eight cents); and

JAN 11 2022 3.33

1           **WHEREAS**, despite best efforts staff have been unable to locate and contact Mr.  
2 Imm, which has led TLMA to determine that no payment of the rent and late fees will be  
3 received and therefore TLMA requests to write-off the amount owed; and

4           **WHEREAS**, these efforts and the amount owed by Mr. Imm is described in  
5 further detail in Attachment A, attached hereto; and

6           **WHEREAS**, and due to the foregoing, the likelihood of collection does not  
7 warrant the expense involved.

8           **NOW THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED** by  
9 the Board of Supervisors of the County of Riverside, assembled in regular  
10 session on January 11, 2022, as follows:


11           1.     That the Board hereby finds and declares that the above recitals are true  
12 and correct.

13           2.     That the Board authorizes the Riverside County Auditor Controller (ACO)  
14 to exercise the powers set forth in Government Code Sections 25257 through 25259  
15 and discharge the delinquent and uncollectable rent and late fees owed for the use of T-  
16 Hangar D05 located at Hemet-Ryan Airport.

17           3.     The Board hereby designates the Assistant County Executive  
18 Officer/TLMA, or designee, to approve the discharge of uncollectable rent and late fees  
19 as it relates to Mr. Imm, as lessee, for his violations of the Lease provisions in failing to  
20 pay rent, improper use of the Leased premises by abandoning personal property in the  
21 T-Hangar and failing to pay rent and reclaim the abandoned property after proper notice  
22 was served.

23           4.     This Resolution shall take effect immediately upon its adoption.

24 Approved as to Form  
25 Gregory P. Priamos  
26 County Counsel

27 By:   
28 Ryan Yabko  
Deputy County Counsel

2 **RESOLUTION 2022-025**

3 **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF**  
4 **RIVERSIDE AUTHORIZING THE TRANSPORTATION LAND MANAGEMENT**  
5 **AGENCY – AVIAITON DIVISION (TLMA) TO DISCHARGE DELINQUENT AND**  
6 **UNCOLLECTIBLE RECEIVABLES ASSOCIATED WITH AN ABANDONED HANGAR**  
7 **AT HEMET-TYAN AIRPORT**

8 ADOPTED by Riverside County Board of Supervisors on January 11, 2022.

9 ROLL CALL:

10 Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
11 Nays: None  
12 Absent: None

13 The foregoing is certified to be a true copy of a resolution duly adopted by said Board o  
14 Supervisors on the date therein set forth.

15 KECIA R. HARPER, Clerk of said Board

16 By:  Deputy

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19  
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21 01.11.2022 3.33  
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25



## VERIFICATION OF FACTS

### Application for Discharge from Accountability

### Government Code Section 25259

I, Angela Jamison, apply for a discharge from accountability for the collection thereof and attest that the facts stated in the Background Summary and Attachment A are true and correct to the best of my knowledge.

A discharge from accountability does not constitute a release of any person from liability for payment of any amount owed.

The name of the person liable and the amount owed are as shown in the attached Attachment A. For the uncollectible receivables shown on Attachment A, the likelihood of collection does not warrant the expense involved.

**Total amount requested to be discharged from accountability: \$15,469.98**

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

  
Angela Jamison  
County Airport Manager

# ATTACHMENT A

**Name of person liable:** Marvin Imm

**Amount owed:** \$15,469.98

**Estimated cost of collection:** \$7,500

Mr. Imm violated the Lease provisions by failing to pay rent, improper use of the Leased Premises by abandoning personal property in the T-Hangar and failing to pay rent and reclaim the abandoned property after proper notice was served.

**August 2017** – Lease signed - T-Hangar Number D05 at Hemet Ryan Airport

**November 2018** – Notices, phone calls and emails were sent with no reply, and invoices were returned undeliverable.

**April 2021** – Notice of Breach of Lease, Notice of Default returned as undeliverable

**June 2021** – Three Day Notice to Pay or Quit, signed for on June 19, 2021

**July 2021** – Notice of Right to Reclaim Abandoned Property, returned undeliverable.

Despite best efforts, staff have been unable to locate and contact Mr. Imm. This led Aviation to determine that no payment of the rent and late fees will be received and therefore, Aviation intends to write-off the amount owed.