

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



ITEM: 3.31  
(ID # 27119)

MEETING DATE:  
Tuesday, March 11, 2025

FROM : TLMA - AVIATION

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/AVIATION: Discharge Delinquent and Uncollectible Receivables Associated with Abandoned Property Located at the Industrial Park at Hemet-Ryan Airport, District 5. [\$1,200 Total Cost - Aviation Department Budget 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. **Adopt** Resolution 2025-054, 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 property located at the Industrial Park at Hemet-Ryan Airport;
2. **Authorize** and direct the Riverside County Auditor Controller (ACO) to discharge the delinquent and uncollectible rent owed for the use of the property located at the Industrial Park at Hemet-Ryan Airport pursuant to Government Code Section 25259; and
3. **Delegate** authority to the TLMA Director to approve the write-off of uncollectable rent.

ACTION:Policy

*Rania Odenbaugh*  
Rania Odenbaugh, TLMA Director 3/3/2025

---

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Medina, Spiegel, Washington, Perez and Gutierrez  
Nays: None  
Absent: None  
Date: March 11, 2025  
xc: TLMA-Aviation

Kimberly A. Rector  
Clerk of the Board

By: *[Signature]*  
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:</b> Aviation Department Budget 100%			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 24/25	

**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 industrial property at the Hemet-Ryan Airport.

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.

Colinas Contractors, Inc., a California Corporation (“Colinas”), as lessee, and the County of Riverside, as lessor, (“County”) entered into that certain Hemet Ryan Airport Lease Agreement on January 10, 2020 for property located at 4015 Industrial Ave., Hemet, CA 92545 and that certain Hemet Ryan Airport Temporary Lease Agreement on February 24, 2022 for property located at 3969 Industrial Ave., Unit C, Hemet, CA 92545 (collectively, the “Leases”). The Leases provide for the lease of 1.02 acres at the Hemet-Ryan Airport, improved with 6,786 square foot metal industrial building and adjacent parking area, and 7,082 square foot metal industrial building known as “Unit C”, respectively (“Leased Premises”). Colinas has failed to pay rent as provided in Section 4 of their Leases. The total outstanding rent charges is **\$40,132.13** (forty thousand one hundred thirty-two dollars and thirteen cents). **\$36,532.13** (thirty-six thousand five hundred thirty-two dollars and thirteen cents) for 4015 Industrial Ave, and \$3,600.00 (three thousand six hundred dollars) for 3969 Industrial Ave., Unit C. The



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

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.

1. December 5, 2023 – Seven Day Notice to Pay or Quit was sent to Colinas via email and certified mail. The certified mail receipt was signed and returned.
2. December 13, 2023 – Three Day Notice to Pay or Quit was sent to Colinas via email and certified mail. The certified mail receipt was signed and returned.
3. March 5, 2024 – Seven Day Notice to Pay or Quit regarding both Leases were sent to Colinas via certified mail. The certified mail receipt was signed and returned.
4. March 15, 2024 – Three Day Notice to Pay or Quit was sent to Colinas via email and certified mail. The certified mail receipt was signed and returned.
5. March 20, 2024 – 60 Day Notice of Lease Termination for 4015 Industrial Ave. was sent pursuant to the lease via certified mail. The certified mail receipt was signed and returned.
6. March 20, 2024 – 30 Day Notice of Lease Termination for 3969 Industrial Ave., Unit C, was sent pursuant to the lease via certified mail. The certified mail receipt was signed and returned.
7. In addition to the above referenced notices, phone calls and emails were sent to Colinas. Some payments were made after the December no reply from Colinas or with a promise to pay from Colinas.
8. June 4, 2024 – The 60 Day Notice of Lease Termination was approved by the Board of Supervisors. The 30-Day Notice of Lease Termination did not need board approval as Colinas had already vacated the property.

Colinas, as lessee, violated the Leases' provisions by failing to pay rent, improper use of the leased premises by abandoning personal property on the premises and failing to pay rent after proper notice was served on them. Despite best efforts, staff have been unable to collect the outstanding rent from Colinas. This has led Aviation to determine that no payment of the rent 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 2025-054
- Verification of Facts

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

- Invoices, Notices, Emails, and Executed Leases

  
Jason Farin, Principal Policy Analyst 3/5/2025

  
Aaron Gettis, Chief of Deputy County Counsel 2/18/2025



**BOARD OF SUPERVISORS**

**COUNTY OF RIVERSIDE**

**RESOLUTION NO. 2025-054**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE AUTHORIZING THE TRANSPORTATION LAND MANAGEMENT AGENCY - AVIATION DIVISION (TLMA) TO DISCHARGE DELINQUENT AND UNCOLLECTIBLE RECEIVABLES ASSOCIATED WITH AN ABANDONED PROPERTY LOCATED AT THE INDUSTRIAL PARK AT HEMET-RYAN AIRPORT**

**WHEREAS**, pursuant to Section 25257 of the Government Code, any department, officer, or employee of a county charged by law with the collection of any county or district tax assessment, penalty, cost, license fees, or any money, which is due and payable to the county or district for any reason, 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 collection, the likelihood of collection does not warrant the expense involved; and

**WHEREAS**, the Board of Supervisors of Riverside County (Board) has given the Transportation Land Management Agent (TLMA) responsibility for management and administration of the County airport property; and

**WHEREAS**, the Riverside County Transportation and Land Management Division-Aviation operates the Blythe Airport, the Chiriaco-Summit Airport, the Hemet-Ryan Airport, the French Valley Airport, and the Jacqueline Cochran regional Airport; and

**WHEREAS**, the five (5) general aviation airports provide various services including the leasing of industrial space on Hemet-Ryan Airport property; and

**WHEREAS**, the County entered into a Hemet-Ryan Aviation Lease Agreement (Lease) with Colinas Contractors, Inc., a California Corporation (Colinas) as lessee, on January 10, 2020 for the lease of 1.02 acres at the Hemet-Ryan Airport, improved with 6,786 square foot metal industrial building and adjacent parking area located at 4015 Industrial Ave., Hemet, CA 92545; and

**RESOLUTION NO. 2025-054**

1           **WHEREAS**, the County entered into a Hemet-Ryan Aviation Temporary Lease  
2 Agreement (Temporary Lease) with Colinas, as lessee, on February 24, 2022, for the lease of 7,082  
3 square foot metal industrial building, located at 3969 Industrial Ave., Unit C, Hemet, CA 92545;  
4 and

5           **WHEREAS**, the Lease and Temporary Lease are hereinafter collectively referred to as the  
6 Leases; and

7           **WHEREAS**, Colinas has failed to pay rent as provided in Section 4 of their Leases, the  
8 total outstanding rent charges is **\$40,132.13** (forty thousand one hundred thirty-two dollars and  
9 thirteen cents); and

10           **WHEREAS**, despite best efforts staff have been unable to locate and contact Colinas,  
11 which has led TLMA to determine that no payment of the rent will be received and therefore  
12 TLMA requests to write-off the amount owed; and

13           **WHEREAS**, these efforts and the amount owed by Colinas is described in further detail  
14 in Attachment A, attached hereto; and

15           **WHEREAS**, due to the foregoing, the likelihood of collection does not warrant the  
16 expense involved.

17           **NOW THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED** the  
18 Board of Supervisors of the County of Riverside, assembled in regular session on February 25,  
19 2025, as follows:

- 20  
21           1. That the Board hereby finds and declares that the above recitals are true and correct.  
22           2. That the Board authorizes the Riverside County Auditor Controller (ACO) to exercise  
23 the powers set forth in Government Code Sections 25257 through 25259 and discharge the  
24 delinquent and uncollectable rent owed for the use of industrial space located at the industrial park  
25 at Hemet-Ryan Airport.  
26           3. The Board hereby designates the Assistant County Executive Officer/TLMA, or  
27 designee, to approve the discharge of uncollectable rent as it relates to Colinas Contractors, Inc.,  
28

**RESOLUTION NO. 2025-054**



1 as lessee, for its violations of the Leases' provisions in failing to pay rent, improper use of  
2 the leased premises by abandoning personal property on the premises and failing to pay rent  
3 after proper notice was served.

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

6 APPROVED AS TO FORM:

7 Minh C. Tran,  
8 County Counsel

9 By: 

Ryan Yabko  
Deputy County Counsel

11  
12  
13  
14 ROLL CALL:

15 Ayes: Medina, Spiegel, Washington, Perez, and Gutierrez

16 Nays: None

17 Absent: None

18  
19 The foregoing is certified to be a true copy of a resolution duly adopted by said  
20 Board of Supervisors on the date therein set forth.

21 KIMBERLY A. RECTOR, Clerk of said Board

22  
23 By: 

Deputy

24  
25  
26  
27  
28 **RESOLUTION NO. 2025-054**

**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: \$40,132.13**

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:** Colinas Contractors, Inc., a California Corporation (Colinas)

**Amount owed:** \$40,132.13

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

Colinas violated the Leases' provisions by improper use of the leased premises by abandoning personal property on the premises and failing to pay rent pursuant to their lease.

**January 10, 2020** – Hemet-Ryan Airport Lease Agreement for 4015 Industrial Ave., was signed.

**February 24, 2022** – Hemet-Ryan Airport Temporary Lease Agreement for 3969 Industrial Ave., Unit C was signed.

**December 5, 2023** – Seven Day Notice to Pay or Quit was sent to Colinas via email and certified mail. The certified mail receipt was signed and returned.

**December 13, 2023** – Three Day Notice to Pay or Quit was sent to Colinas via email and certified mail. The certified mail receipt was signed and returned.

**March 5, 2024** – Seven Day Notice to Pay or Quit was sent to Colinas via certified mail. The certified mail receipt was signed and returned.

**March 15, 2024** – Three Day Notice to Pay or Quit was sent to Colinas via email and certified mail. The certified mail receipt was signed and returned.

**March 20, 2024** – 60 Day Notice of Lease Termination for 4015 Industrial Ave. was sent pursuant to the lease via certified mail. The certified mail receipt was signed and returned.

**March 20, 2024** – 30 Day Notice of Lease Termination for 3969 Industrial Ave., Unit C, was sent pursuant to the lease via certified mail. The certified mail receipt was signed and returned.

In addition to the above referenced notices, phone calls and emails were sent to Colinas. Partial payments were made after the December Notices were sent, but did not bring Colinas's accounts current.

**June 4, 2024** – The 60 Day Notice of Lease Termination was approved by the Board of Supervisors. The 30-Day Notice of Lease Termination did not need board approval as Colinas had already vacated the property.

Despite best efforts, staff have not received any response from Colinas about paying their outstanding balance. This led Aviation to determine that no payment of the outstanding rent will be received and therefore, Aviation intends to write-off the amount owed.

INVOICES

4015 Industrial Ave.

Riverside County Aviation  
P.O Box 1605  
Riverside, CA 92502-1605



#### Invoice Notice

Prop Name: HMT  
Assigned Spaces: HRI0019  
Date: 03/15/2024  
Payment: \$ \_\_\_\_\_

Marisol Castillo  
Colinas Contractors Inc.  
1990 S. Santa Fe Avenue  
Vista CALIFORNIA 92083

This is an invoice notice that the below described amount, which represents the monthly rental, is due and owing on or before first of the month. Delinquent balances, if any, may be shown on this notice. Billing questions should be addressed to Accounting at (951) 955-3254, or via email at [AviationInvoices@rivco.org](mailto:AviationInvoices@rivco.org). The County of Riverside accepts Visa, Mastercard, Discover & American Express and echeck for all transactions. Riverside County has contracted with Heartland Payment Systems to accept Credit Card payments. As part of our agreement, Heartland will charge a 2.28% additional per-transaction service fee for credit card payments. Echeck transactions are free.

We now have an online payment option. There is an option to pay by credit card, which has a 2.28% convenience fee, or an option to pay via an e-check/linked bank account, which has no fee. Once you've created your account using the link below, our office will be notified to link your specific lease(s) to your account after which you will be able to log in and make payments. If you have any questions, please reach out to Kimberly at (951) 955-6923 or [kloomis@rivco.org](mailto:kloomis@rivco.org).

To get started, here is the link:  
<https://riverside.prodigiq.com/ims/pub>

Date	Charge ID	Description	Charges	Payments	Balance
11/01/2023	5849	Base Rent	4,043.51		4,043.51
11/30/2023	5849	Check #1248 received on 12/26/23		2,399.98	1,643.53
12/01/2023	6120	Base Rent	4,043.51		5,687.04
01/01/2024	6379	Base Rent	4,043.51		9,730.55
02/01/2024	7118	Base Rent	4,043.51		13,774.06
03/01/2024	7176	Base Rent	4,043.51		17,817.57

**Riverside County Aviation**

P.O Box 1605  
Riverside, CA 92502-1605

**Invoice Notice**

Prop Name: HMT  
Assigned Spaces: HRI0019  
Date: 04/16/2024  
Payment: \$ \_\_\_\_\_

Marisol Castillo .  
Colinas Contractors Inc.  
1990 S. Santa Fe Avenue  
Vista CALIFORNIA 92083

This is an invoice notice that the below described amount, which represents the monthly rental, is due and owing on or before first of the month. Delinquent balances, if any, may be shown on this notice. Billing questions should be addressed to Accounting at (951) 955-3254, or via email at [AviationInvoices@rivco.org](mailto:AviationInvoices@rivco.org). The County of Riverside accepts Visa, Mastercard, Discover & American Express and echeck for all transactions. Riverside County has contracted with Heartland Payment Systems to accept Credit Card payments. As part of our agreement, Heartland will charge a 2.28% additional per-transaction service fee for credit card payments. Echeck transactions are free.

We now have an online payment option. There is an option to pay by credit card, which has a 2.28% convenience fee, or an option to pay via an e-check/linked bank account, which has no fee. Once you've created your account using the link below, our office will be notified to link your specific lease(s) to your account after which you will be able to log in and make payments. If you have any questions, please reach out to Kimberly at (951) 955-6923 or [kloomis@rivco.org](mailto:kloomis@rivco.org).

To get started, here is the link:  
<https://riverside.prodigiq.com/lms/pub>

Date	Charge ID	Description	Charges	Payments	Balance
11/01/2023	5849	Base Rent	4,043.51		4,043.51
11/30/2023	5849	Check #1248 received on 12/26/23		2,399.98	1,643.53
12/01/2023	6120	Base Rent	4,043.51		5,687.04
01/01/2024	6379	Base Rent	4,043.51		9,730.55
02/01/2024	7118	Base Rent	4,043.51		13,774.06
03/01/2024	7176	Base Rent	4,043.51		17,817.57
04/01/2024	7471	Base Rent	4,043.51		21,861.08

**Riverside County Aviation**

P.O Box 1605  
Riverside, CA 92502-1605

**Invoice Notice**

Prop Name: HMT  
Assigned Spaces: HRI0019  
Date: 05/15/2024  
Payment: \$ \_\_\_\_\_

Marisol Castillo  
Colinas Contractors Inc.  
1990 S. Santa Fe Avenue  
Vista CALIFORNIA 92083

This is an invoice notice that the below described amount, which represents the monthly rental, is due and owing on or before first of the month. Delinquent balances, if any, may be shown on this notice. Billing questions should be addressed to Accounting at (951) 955-3254, or via email at [AviationInvoices@rivco.org](mailto:AviationInvoices@rivco.org). The County of Riverside accepts Visa, Mastercard, Discover & American Express and echeck for all transactions. Riverside County has contracted with Heartland Payment Systems to accept Credit Card payments. As part of our agreement, Heartland will charge a 2.28% additional per-transaction service fee for credit card payments. Echeck transactions are free. We now have an online payment option. There is an option to pay by credit card, which has a 2.28% convenience fee, or an option to pay via an e-check/linked bank account, which has no fee. Once you've created your account using the link below, our office will be notified to link your specific lease(s) to your account after which you will be able to log in and make payments. If you have any questions, please reach out to Kimberly at (951) 955-6923 or [kloomis@rivco.org](mailto:kloomis@rivco.org). To get started, here is the link: <https://riverside.prodigiq.com/lms/pub>

Date	Charge ID	Description	Charges	Payments	Balance
11/01/2023	5849	Base Rent	4,043.51		4,043.51
11/30/2023	5849	Check #1248 received on 12/26/23		2,399.98	1,643.53
12/01/2023	6120	Base Rent	4,043.51		5,687.04
01/01/2024	6379	Base Rent	4,043.51		9,730.55
02/01/2024	7118	Base Rent	4,043.51		13,774.06
03/01/2024	7176	Base Rent	4,043.51		17,817.57
04/01/2024	7471	Base Rent	4,043.51		21,861.08
05/01/2024	7724	Base Rent	4,043.51		25,904.59



INVOICES

3969 Industrial Ave.

**Riverside County Aviation**

P.O Box 1605  
Riverside, CA 92502-1605

**Invoice Notice**

**Prop Name:** HMT  
**Assigned Spaces:** HRI0029  
**Date:** 03/15/2024  
**Payment:** \$ \_\_\_\_\_

Rocio Lopez  
Colinas Contractors Inc.  
1990 S. Santa Fe Avenue  
Vista CALIFORNIA 92083

This is an invoice notice that the below described amount, which represents the monthly rental, is due and owing on or before first of the month. Delinquent balances, if any, may be shown on this notice. Billing questions should be addressed to Accounting at (951) 955-3254, or via email at [AviationInvoices@rivco.org](mailto:AviationInvoices@rivco.org). The County of Riverside accepts Visa, Mastercard, Discover & American Express and echeck for all transactions. Riverside County has contracted with Heartland Payment Systems to accept Credit Card payments. As part of our agreement, Heartland will charge a 2.28% additional per-transaction service fee for credit card payments. Echeck transactions are free.

We now have an online payment option. There is an option to pay by credit card, which has a 2.28% convenience fee, or an option to pay via an e-check/linked bank account, which has no fee. Once you've created your account using the link below, our office will be notified to link your specific lease(s) to your account after which you will be able to log in and make payments. If you have any questions, please reach out to Kimberly at (951) 955-6923 or [klloomis@rivco.org](mailto:klloomis@rivco.org).

To get started, here is the link:  
<https://riverside.prodigiq.com/lms/pub>

Date	Charge ID	Description	Charges	Payments	Balance
01/01/2024	6380	Base Rent	1,200.00		1,200.00
02/01/2024	6651	Base Rent	1,200.00		2,400.00
03/01/2024	6902	Base Rent	1,200.00		3,600.00
04/01/2024	7177	Base Rent	1,200.00		4,800.00

**Riverside County Aviation**

P.O Box 1605  
Riverside, CA 92502-1605

**Invoice Notice**

Prop Name: HMT  
Assigned Spaces: HRI0029  
Date: 04/16/2024  
Payment: \$ \_\_\_\_\_

Rocio Lopez  
Colinas Contractors Inc.  
1990 S. Santa Fe Avenue  
Vista CALIFORNIA 92083

This is an invoice notice that the below described amount, which represents the monthly rental, is due and owing on or before first of the month. Delinquent balances, if any, may be shown on this notice. Billing questions should be addressed to Accounting at (951) 955-3254, or via email at [AviationInvoices@rivco.org](mailto:AviationInvoices@rivco.org). The County of Riverside accepts Visa, Mastercard, Discover & American Express and echeck for all transactions. Riverside County has contracted with Heartland Payment Systems to accept Credit Card payments. As part of our agreement, Heartland will charge a 2.28% additional per-transaction service fee for credit card payments. Echeck transactions are free.

We now have an online payment option. There is an option to pay by credit card, which has a 2.28% convenience fee, or an option to pay via an e-check/linked bank account, which has no fee. Once you've created your account using the link below, our office will be notified to link your specific lease(s) to your account after which you will be able to log in and make payments. If you have any questions, please reach out to Kimberly at (951) 955-6923 or [kloomis@rivco.org](mailto:kloomis@rivco.org).

To get started, here is the link:  
<https://riverside.prodigiq.com/lms/pub>

Date	Charge ID	Description	Charges	Payments	Balance
01/01/2024	6380	Base Rent	1,200.00		1,200.00
02/01/2024	6651	Base Rent	1,200.00		2,400.00
03/01/2024	6902	Base Rent	1,200.00		3,600.00
04/01/2024	7177	Base Rent	1,200.00		4,800.00
05/01/2024	7472	Base Rent	1,200.00		6,000.00

December 5, 2023

Seven Day Notice to Pay or Quit



## Riverside County Aviation

December 5, 2023

VIA CERTIFIED MAIL & EMAIL

Colinas Contractors, Inc.  
Attn: Modesto Lopez  
4015 Industrial Avenue  
Hemet, CA 92545

### SEVEN-DAY NOTICE TO PAY OR QUIT

Dear Mr. Lopez:

You are hereby notified that you have defaulted on your lease agreement for industrial building, located at 4015 Industrial Ave., Hemet, CA 92545 - Hemet-Ryan Airport. The amount due is \$16,174.04, representing the fees due and late fees as per the attached lease agreement dated January 10, 2020.

Within seven (7) days after service of this notice, 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 seven 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 seven days, the undersigned will commence legal proceedings against you to (1) declare a forfeiture of your lease agreement dated January 10, 2020 for industrial building located at 4015 Industrial Ave., Hemet, CA 92545 - Hemet-Ryan Airport, under which you hold possession of Premises, (2)

---

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

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





## Riverside County Aviation

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.

Please provide your prompt attention and response to this matter. For any questions, please contact Kimberly Loomis at 951.955.6923 or by email at [klloomis@rivco.org](mailto:klloomis@rivco.org).

Sincerely,

Angela Jamison  
County Airports Manager

cc: Charissa Leach, Assistant County Executive Officer/TLMA

7019 2970 0002 1940 4645

U.S. Postal Service™  
**CERTIFIED MAIL® RECEIPT**  
 Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

**OFFICIAL USE**

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$

☐ Return Receipt (electronic) \$

☐ Certified Mail Restricted Delivery \$

☐ Adult Signature Required \$

☐ Adult Signature Restricted Delivery \$

Postage

\$

Total Postage and Fees

\$

Sent to

Colinas Contractors, Inc.

Street and Apt. No., or PO Box No.

4015 Industrial Ave

City, State, Zip+4®

Hemet, CA 92545

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

Postmark  
Here

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Colinas Contractors, Inc.  
 Attn: Moses to Lopez  
 4015 Industrial Ave  
 Hemet, CA 92545



9590 9402 6094 0125 8077 98

2. Article Number (Transfer from service label)

7019 2970 0002 1940 4645

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

☒ [Signature]

☐ Agent

☐ Addressee

B. Received by (Printed Name)

Rocio Lopez

C. Date of Delivery

12/07/23

D. Is delivery address different from item 1? ☐ Yes  
 If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Insured Mail

☐ Insured Mail Restricted Delivery

(over \$500)

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Return Receipt for Merchandise

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt



## Riverside County Aviation

December 5, 2023

VIA CERTIFIED MAIL & EMAIL

Colinas Contractors, Inc.  
Attn: Modesto Lopez  
6150 Yarrow Drive, Suite H  
Carlsbad, CA 92011

### SEVEN-DAY NOTICE TO PAY OR QUIT

Dear Mr. Lopez:

You are hereby notified that you have defaulted on your lease agreement for industrial building, located at 4015 Industrial Ave., Hemet, CA 92545 - Hemet-Ryan Airport. The amount due is \$16,174.04, representing the fees due and late fees as per the attached lease agreement dated January 10, 2020.

Within seven (7) days after service of this notice, 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 seven 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 seven days, the undersigned will commence legal proceedings against you to (1) declare a forfeiture of your lease agreement dated January 10, 2020 for industrial building located at 4015 Industrial Ave., Hemet, CA 92545 - Hemet-Ryan Airport, under which you hold possession of Premises, (2)

---

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

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





## Riverside County Aviation

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.

Please provide your prompt attention and response to this matter. For any questions, please contact Kimberly Loomis at 951.955.6923 or by email at [kloomis@rivco.org](mailto:kloomis@rivco.org).

Sincerely,

Angela Jamison  
County Airports Manager

cc: Charissa Leach, Assistant County Executive Officer/TLMA

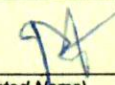

7019 2970 0002 1940 4638

U.S. Postal Service™  
**CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

**7-DAY Notice**

Certified Mail Fee \$  
Extra Services & Fees (check box, add fee as appropriate)  
☐ Return Receipt (hardcopy) \$  
☐ Return Receipt (electronic) \$  
☐ Certified Mail Restricted Delivery \$  
☐ Adult Signature Required \$  
☐ Adult Signature Restricted Delivery \$  
Postage \$  
Total Postage and Fees \$  
Sent To Colinas contractor, inc  
Street and Apt. No., or PO Box No. 6150 Yarrow Drive, Suite H  
City, State, ZIP+4® Carlsbad, CA 92011  
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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>		<b>A. Signature</b> <b>X</b>  <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
<b>1. Article Addressed to:</b> Colinas Contractors, inc. Attn: Modesto Lopez 6150 Yarrow Drive, Suite H Carlsbad, CA 92011		<b>B. Received by (Printed Name)</b>	<b>C. Date of Delivery</b>
<b>2. Article Number (Transfer from service label)</b> 7019 2970 0002 1940 4638		<b>D. Is delivery address different from item 1?</b> <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
 9590 9402 6094 0125 8078 04		<b>3. Service Type</b> <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 \$500) <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input 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



## **Loomis, Kimberly**

---

**From:** Loomis, Kimberly  
**Sent:** Tuesday, December 5, 2023 10:18 AM  
**To:** marisol@colinascabinets.com  
**Subject:** Aviation - Notice of Default  
**Attachments:** 12.5.23 Colinas 7-Day Notice to Pay or Quit - 4015 Industrial Ave.pdf

Good morning,

Please see the attached notice of default. Please make arrangement for payment. Feel free to reach out if you have any questions.

*Kimberly Loomis*  
**Development Specialist II**  
**TLMA-Aviation**  
**County of Riverside**  
4080 Lemon St., 14<sup>th</sup> Floor  
Riverside, CA 92501  
Office: (951) 955-6923  
[KLoomis@rivco.org](mailto:KLoomis@rivco.org)



December 13, 2023

Three Day Notice to Pay or Quit



## Riverside County Aviation

December 13, 2023

VIA CERTIFIED MAIL & EMAIL

Colinas Contractors, Inc.  
Attn: Modesto Lopez  
6150 Yarrow Drive, Suite H  
Carlsbad, CA 92011

### THREE-DAY NOTICE TO PAY OR QUIT

Dear Mr. Lopez:

You are hereby notified that you have defaulted on your lease agreement for industrial building, located at 4015 Industrial Ave., Hemet, CA 92545 - Hemet-Ryan Airport. The amount due is \$16,174.04, representing the fees due and late fees as per the attached lease agreement dated January 10, 2020.

Within three (3) days after service of this notice, 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 lease agreement dated January 10, 2020 for industrial building located at 4015 Industrial Ave., Hemet, CA 92545 - Hemet-Ryan Airport, under which you hold possession of Premises, (2)

---

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

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



## Riverside County Aviation

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.

Please provide your prompt attention and response to this matter. For any questions, please contact Kimberly Loomis at 951.955.6923 or by email at [kloomis@rivco.org](mailto:kloomis@rivco.org).

Sincerely,

Angela Jamison  
County Airports Manager

cc: Charissa Leach, Assistant County Executive Officer/TLMA



7019 0700 0002 1591 4291

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only	
For delivery information, visit our website at <a href="http://www.usps.com">www.usps.com</a> ®.	
3-DAY Notice	
Certified Mail Fee \$	Postmark Here
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy) \$	
<input type="checkbox"/> Return Receipt (electronic) \$	
<input type="checkbox"/> Certified Mail Restricted Delivery \$	
<input type="checkbox"/> Adult Signature Required \$	
<input type="checkbox"/> Adult Signature Restricted Delivery \$	
Postage \$	
Total Postage and Fees \$	
Sent To Colinas Contractors, Inc. Street and Apt. No., or PO Box No. 6150 Yarrow Dr., Suite H City, State, ZIP+4® Carlsbad, CA 92011	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	

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>	<p>A. Signature X </p> <p><input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>																
<p>1. Article Addressed to: Colinas Contractors, Inc. Attn: Modesto Lopez 6150 Yarrow Drive Suite H Carlsbad, CA 92011</p> <p>9590 9402 2686 6351 1202 40</p>	<p>3. Service Type</p> <table border="0"> <tr> <td><input type="checkbox"/> Adult Signature</td> <td><input type="checkbox"/> Priority Mail Express®</td> </tr> <tr> <td><input type="checkbox"/> Adult Signature Restricted Delivery</td> <td><input type="checkbox"/> Registered Mail™</td> </tr> <tr> <td><input checked="" type="checkbox"/> Certified Mail®</td> <td><input type="checkbox"/> Registered Mail Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail Restricted Delivery</td> <td><input type="checkbox"/> Return Rec Merchandise</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery</td> <td><input type="checkbox"/> Signature C</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery Restricted Delivery</td> <td><input type="checkbox"/> Signature C Restricted</td> </tr> <tr> <td><input type="checkbox"/> Insured Mail</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Insured Mail Restricted Delivery over \$500</td> <td></td> </tr> </table>	<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®	<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™	<input checked="" type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery	<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Rec Merchandise	<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature C	<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature C Restricted	<input type="checkbox"/> Insured Mail		<input type="checkbox"/> Insured Mail Restricted Delivery over \$500	
<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®																
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™																
<input checked="" type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery																
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Rec Merchandise																
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature C																
<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature C Restricted																
<input type="checkbox"/> Insured Mail																	
<input type="checkbox"/> Insured Mail Restricted Delivery over \$500																	
<p>2. Article Number (Transfer from service label) 7019 0700 0002 1591 4291</p>																	

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt





## Riverside County Aviation

December 13, 2023

VIA CERTIFIED MAIL & EMAIL

Colinas Contractors, Inc.  
Attn: Modesto Lopez  
4015 Industrial Avenue  
Hemet, CA 92545

### THREE-DAY NOTICE TO PAY OR QUIT

Dear Mr. Lopez:

You are hereby notified that you have defaulted on your lease agreement for industrial building, located at 4015 Industrial Ave., Hemet, CA 92545 - Hemet-Ryan Airport. The amount due is \$16,174.04, representing the fees due and late fees as per the attached lease agreement dated January 10, 2020.

Within three (3) days after service of this notice, 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 lease agreement dated January 10, 2020 for industrial building located at 4015 Industrial Ave., Hemet, CA 92545 - Hemet-Ryan Airport, under which you hold possession of Premises, (2)

---

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

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



## Riverside County Aviation

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.

Please provide your prompt attention and response to this matter. For any questions, please contact Kimberly Loomis at 951.955.6923 or by email at [kloomis@rivco.org](mailto:kloomis@rivco.org).

Sincerely,

Angela Jamison  
County Airports Manager

cc: Charissa Leach, Assistant County Executive Officer/TLMA

7016 0750 0000 7321 1172

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only	
For delivery information, visit our website at <a href="http://www.usps.com">www.usps.com</a> ®.	
3-DAY Notice	
Certified Mail Fee \$	Postmark Here
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy) \$	
<input type="checkbox"/> Return Receipt (electronic) \$	
<input type="checkbox"/> Certified Mail Restricted Delivery \$	
<input type="checkbox"/> Adult Signature Required \$	
<input type="checkbox"/> Adult Signature Restricted Delivery \$	
Postage \$	
Total Postage and Fees \$	
Sent To Colinas Contractors, Inc.	
Street and Apt. No., or PO Box No. 4015 Industrial Ave.	
City, State, ZIP+4® Hemet, CA 92545	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	

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>	<p>A. Signature X [Signature]</p> <p>B. Received by (Printed Name) X Michelle Gu</p> <p>C. Date of Delivery 12/5/23</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>																
<p>1. Article Addressed to: Colinas Contractors, Inc. Attn: Modesto Lopez 4015 Industrial Ave. Hemet, CA 92545</p>	<p>3. Service Type</p> <table border="0"> <tr> <td><input type="checkbox"/> Adult Signature</td> <td><input type="checkbox"/> Priority Mail Express®</td> </tr> <tr> <td><input type="checkbox"/> Adult Signature Restricted Delivery</td> <td><input type="checkbox"/> Registered Mail™</td> </tr> <tr> <td><input checked="" type="checkbox"/> Certified Mail®</td> <td><input type="checkbox"/> Registered Mail Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail Restricted Delivery</td> <td><input type="checkbox"/> Return Receipt for Merchandise</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery</td> <td><input type="checkbox"/> Signature Confirmation™</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery Restricted Delivery</td> <td><input type="checkbox"/> Signature Confirmation Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Insured Mail</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</td> <td></td> </tr> </table>	<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®	<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™	<input checked="" type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery	<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise	<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™	<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery	<input type="checkbox"/> Insured Mail		<input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	
<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®																
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™																
<input checked="" type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery																
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise																
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™																
<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery																
<input type="checkbox"/> Insured Mail																	
<input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)																	
<p>2. Article Number (Transfer from service label) 7016 0750 0000 7321 1172</p>																	
<p>PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt</p>																	



## Loomis, Kimberly

---

**From:** Loomis, Kimberly  
**Sent:** Wednesday, December 13, 2023 2:37 PM  
**To:** marisol@colinascabinets.com  
**Subject:** Notice of Default - 3-Day Notice  
**Attachments:** 12.13.23 3-Day Notice to Pay or Quit - 4015 Industrial Ave.pdf

Hello,

Please see the attached notice. Feel free to reach out to coordinate payment.

*Kimberly Loomis*  
**Development Specialist II**  
**TLMA-Aviation**  
**County of Riverside**  
4080 Lemon St., 14<sup>th</sup> Floor  
Riverside, CA 92501  
Office: (951) 955-6923  
[KLoomis@rivco.org](mailto:KLoomis@rivco.org)



March 5, 2024

Seven Day Notice to Pay or Quit





## Riverside County Aviation

March 5, 2024

VIA CERTIFIED MAIL & EMAIL

Colinas Contractors, Inc.  
Attn: Modesto Lopez  
6150 Yarrow Drive, Suite H  
Carlsbad, CA 92011

### SEVEN-DAY NOTICE TO PAY OR QUIT

Dear Mr. Lopez:

You are hereby notified that you have defaulted on your lease agreement for industrial building, located at 4015 Industrial Ave., Hemet, CA 92545 - Hemet-Ryan Airport. The amount due is \$17,817.57, representing the fees due and late fees as per the attached lease agreement dated January 10, 2020.

Within seven (7) days after service of this notice, 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 seven 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 seven days, the undersigned will commence legal proceedings against you to (1) declare a forfeiture of your lease agreement dated January 10, 2020 for industrial building located at 4015 Industrial Ave., Hemet, CA 92545 - Hemet-Ryan Airport, under which you hold possession of Premises, (2)

---

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

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



## Riverside County Aviation

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.

Please provide your prompt attention and response to this matter. For any questions, please contact Kimberly Loomis at 951.955.6923 or by email at [kloomis@rivco.org](mailto:kloomis@rivco.org).

Sincerely,

Angela Jamison  
County Airports Manager

cc: Charissa Leach, Assistant County Executive Officer/TLMA



## Riverside County Aviation

March 5, 2024

VIA CERTIFIED MAIL & EMAIL

Colinas Contractors, Inc.  
Attn: Modesto Lopez  
6150 Yarrow Drive, Suite H  
Carlsbad, CA 92011

### SEVEN-DAY NOTICE TO PAY OR QUIT

Dear Mr. Lopez:

You are hereby notified that you have defaulted on your lease agreement for industrial building, located at 3969 Industrial Ave., Hemet, CA 92545 - Hemet-Ryan Airport. The amount due is \$3,600.00, representing the fees due and late fees as per the attached lease agreement dated February 24, 2022.

Within seven (7) days after service of this notice, 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 seven 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 seven days, the undersigned will commence legal proceedings against you to (1) declare a forfeiture of your lease agreement dated February 24, 2022, for industrial building located at 3969 Industrial Ave., Hemet, CA 92545 - Hemet-Ryan Airport, under which you hold possession of Premises, (2)

---

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

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





## Riverside County Aviation

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.

Please provide your prompt attention and response to this matter. For any questions, please contact Kimberly Loomis at 951.955.6923 or by email at [kloomis@rivco.org](mailto:kloomis@rivco.org).

Sincerely,

Angela Jamison  
County Airport Manager

cc: Charissa Leach, Assistant County Executive Officer/TLMA

7016 0750 0000 7321 1110

<b>U.S. Postal Service™</b> <b>CERTIFIED MAIL® RECEIPT</b> Domestic Mail Only	
For delivery information, visit our website at <a href="http://www.usps.com">www.usps.com</a> ®.	
<b>7-DAY Notice</b>	
Certified Mail Fee \$ _____	Postmark Here
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy) \$ _____	
<input type="checkbox"/> Return Receipt (electronic) \$ _____	
<input type="checkbox"/> Certified Mail Restricted Delivery \$ _____ <input type="checkbox"/> Adult Signature Required \$ _____ <input type="checkbox"/> Adult Signature Restricted Delivery \$ _____	
Postage \$ _____	
Total Postage and Fees \$ _____	
Sent To Colinas Contractors, Inc. #441 Modesto Lopez Street and Apt. No., or PO Box No. 6150 Yarrow Drive, Suite H City, State, ZIP+4® Carlsbad, CA 92001	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	

<b>SENDER: COMPLETE THIS SECTION</b>	<b>COMPLETE THIS SECTION ON DELIVERY</b>
<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>	<b>A. Signature</b> X <i>TL</i> <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee
<b>1. Article Addressed to:</b> Colinas Contractors, Inc. Attn: Modesto Lopez 6150 Yarrow Drive Suite H Carlsbad, CA 92011	<b>B. Received by (Printed Name)</b> <b>C. Date of Delivery</b>
<b>2. Article Number (Transfer from service label)</b> 7016 0750 0000 7321 1110	<b>D. Is delivery address different from item 1?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:
9590 9402 2686 6351 1202 33	<b>3. Service Type</b>
	<input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™ <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Registered Mail Restricted Delivery (over \$500)
PS Form 3811, July 2015 PSN 7530-02-000-9053	Domestic Return Receipt



March 15, 2024

Three Day Notice to Pay or Quit

## Loomis, Kimberly

---

**From:** Loomis, Kimberly  
**Sent:** Friday, March 15, 2024 3:56 PM  
**To:** rl@colinascontractors.com; marisol@colinascabinets.com  
**Cc:** Ruiz, Jose  
**Subject:** Colinas 3-Day Notice to Pay or Quit  
**Attachments:** 3.15.24 Colinas 3-Day Notice to Pay or Quit - 3969 Industrial Ave..pdf; 3.15.24 Colinas 3-Day Notice to Pay or Quit - 4015 Industrial Ave..pdf

Hello,

Please see the attached 3-day notices to pay or quit. The same has been placed in the mail to your office. Feel free to give me a call or respond to this email with any questions.

*Kimberly Loomis*

*Development Specialist II*

*TLMA-Aviation*

*County of Riverside*

*4080 Lemon St., 14<sup>th</sup> Floor*

*Riverside, CA 92501*

*Cell: (951) 538-9629*

*Office: (951) 955-6923*

[KLoomis@rivco.org](mailto:KLoomis@rivco.org)





## Riverside County Aviation

March 15, 2024

VIA CERTIFIED MAIL & EMAIL

Colinas Contractors, Inc.  
Attn: Modesto Lopez  
6150 Yarrow Drive, Suite H  
Carlsbad, CA 92011

### THREE-DAY NOTICE TO PAY OR QUIT

Dear Mr. Lopez:

You are hereby notified that you have defaulted on your lease agreement for industrial building, located at 3969 Industrial Ave., Unit C, Hemet, CA 92545 - Hemet-Ryan Airport. The amount due is \$3,600.00, representing the fees due and late fees as per the attached lease agreement dated February 24, 2022.

Within three (3) days after service of this notice, 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 lease agreement dated February 24, 2022 for industrial building located at 3969 Industrial Ave., Unit C, Hemet, CA 92545 - Hemet-Ryan Airport, under which you hold possession of Premises, (2)

---

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

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



## Riverside County Aviation

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.

Please provide your prompt attention and response to this matter. For any questions, please contact Kimberly Loomis at 951.955.6923 or by email at [kloomis@rivco.org](mailto:kloomis@rivco.org).

Sincerely,

Angela Jamison  
County Airports Manager

cc: Charissa Leach, Assistant County Executive Officer/TLMA





## Riverside County Aviation

March 15, 2024

VIA CERTIFIED MAIL & EMAIL

Colinas Contractors, Inc.  
Attn: Modesto Lopez  
6150 Yarrow Drive, Suite H  
Carlsbad, CA 92011

### THREE-DAY NOTICE TO PAY OR QUIT

Dear Mr. Lopez:

You are hereby notified that you have defaulted on your lease agreement for industrial building, located at 4015 Industrial Ave., Hemet, CA 92545 - Hemet-Ryan Airport. The amount due is \$17,817.57, representing the fees due and late fees as per the attached lease agreement dated January 10, 2020.

Within three (3) days after service of this notice, 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 lease agreement dated January 10, 2020 for industrial building located at 4015 Industrial Ave., Hemet, CA 92545 - Hemet-Ryan Airport, under which you hold possession of Premises, (2)

---

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

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



## Riverside County Aviation

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.

Please provide your prompt attention and response to this matter. For any questions, please contact Kimberly Loomis at 951.955.6923 or by email at [kloomis@rivco.org](mailto:kloomis@rivco.org).

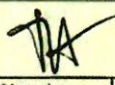

Sincerely,

Angela Jamison  
County Airports Manager

cc: Charissa Leach, Assistant County Executive Officer/TLMA

7019 2970 0002 1940 4652

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only	
For delivery information, visit our website at <a href="http://www.usps.com">www.usps.com</a> ®.	
3 day Notice USE	
Certified Mail Fee \$	Postmark Here
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy) \$	
<input type="checkbox"/> Return Receipt (electronic) \$	
<input type="checkbox"/> Certified Mail Restricted Delivery \$	
<input type="checkbox"/> Adult Signature Required \$	
<input type="checkbox"/> Adult Signature Restricted Delivery \$	
Postage \$	
Total Postage and Fees \$	
Sent To Colinas Contractors Street and Apt. No., or PO Box No. 4150 Yarrow drive, suite H City, State, ZIP+4® Carlsbad CA 92011	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	

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>	<p>A. Signature X  <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name)</p> <p>C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>																
<p>1. Article Addressed to: Colinas Contractors Attn: Modesto Lopez 4150 Yarrow drive, suite H Carlsbad, CA 92011</p> <p> 9590 9402 7954 2305 0030 13</p>	<p>3. Service Type</p> <table border="0"> <tr> <td><input type="checkbox"/> Adult Signature</td> <td><input type="checkbox"/> Priority Mail Express®</td> </tr> <tr> <td><input type="checkbox"/> Adult Signature Restricted Delivery</td> <td><input type="checkbox"/> Registered Mail™</td> </tr> <tr> <td><input checked="" type="checkbox"/> Certified Mail®</td> <td><input type="checkbox"/> Registered Mail Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail Restricted Delivery</td> <td><input type="checkbox"/> Signature Confirmation™</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery</td> <td><input type="checkbox"/> Signature Confirmation Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery Restricted Delivery</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Insured Mail</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</td> <td></td> </tr> </table>	<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®	<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™	<input checked="" type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery	<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Signature Confirmation™	<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery	<input type="checkbox"/> Collect on Delivery Restricted Delivery		<input type="checkbox"/> Insured Mail		<input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	
<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®																
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™																
<input checked="" type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery																
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Signature Confirmation™																
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery																
<input type="checkbox"/> Collect on Delivery Restricted Delivery																	
<input type="checkbox"/> Insured Mail																	
<input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)																	
<p>2. Article Number (Transfer from service label) 7019 2970 0002 1940 4652</p>																	
PS Form 3811, July 2020 PSN 7530-02-000-9053	Domestic Return Receipt																





## Riverside County Aviation

March 15, 2024

VIA CERTIFIED MAIL & EMAIL

Colinas Contractors, Inc.  
Attn: Modesto Lopez  
3969 Industrial Ave., Unit C  
Hemet, CA 92545

### THREE-DAY NOTICE TO PAY OR QUIT

Dear Mr. Lopez:

You are hereby notified that you have defaulted on your lease agreement for industrial building, located at 3969 Industrial Ave., Unit C, Hemet, CA 92545 - Hemet-Ryan Airport. The amount due is \$3,600.00, representing the fees due and late fees as per the attached lease agreement dated February 24, 2022.

Within three (3) days after service of this notice, 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 lease agreement dated February 24, 2022 for industrial building located at 3969 Industrial Ave., Unit C, Hemet, CA 92545 - Hemet-Ryan Airport, 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

---

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

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





## Riverside County Aviation

each day that you occupy the Premises after the periods covered by this notice (*plus statutory damage*) and costs of suit.

Please provide your prompt attention and response to this matter. For any questions, please contact Kimberly Loomis at 951.955.6923 or by email at [klloomis@rivco.org](mailto:klloomis@rivco.org).

Sincerely,

Angela Jamison  
County Airports Manager

cc: Charissa Leach, Assistant County Executive Officer/TLMA

7019 2970 0002 1940 4683

**U.S. Postal Service™**  
**CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

*3-day Notice* **USE**

Certified Mail Fee	
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$
Postage	
Total Postage and Fees	

Postmark Here

Sent To  
Colinas contractors  
Street and Apt. No., or P.O. Box No.  
3969 Industrial Ave, Unit C  
City, State, ZIP+4®  
Hemet, CA 92545

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

<b>SENDER: COMPLETE THIS SECTION</b>	<b>COMPLETE THIS SECTION ON DELIVERY</b>																
<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>	<p>A. Signature <input checked="" type="checkbox"/> <i>Mario</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>Mario</i> C. Date of Delivery <i>03/11/24</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>																
<p>1. Article Addressed to: <i>Colinas contractors</i> <i>3969 Industrial Ave, Unit C</i> <i>Hemet, CA 92545</i></p> <p>2. Article Number (Transfer from service label) 7019 2970 0002 1940 4683</p>	<p>3. Service Type</p> <table border="0"><tr><td><input type="checkbox"/> Adult Signature</td><td><input type="checkbox"/> Priority Mail Express®</td></tr><tr><td><input type="checkbox"/> Adult Signature Restricted Delivery</td><td><input type="checkbox"/> Registered Mail™</td></tr><tr><td><input checked="" type="checkbox"/> Certified Mail®</td><td><input type="checkbox"/> Registered Mail Restricted Delivery</td></tr><tr><td><input type="checkbox"/> Certified Mail Restricted Delivery</td><td><input type="checkbox"/> Signature Confirmation™</td></tr><tr><td><input type="checkbox"/> Collect on Delivery</td><td><input type="checkbox"/> Signature Confirmation Restricted Delivery</td></tr><tr><td><input type="checkbox"/> Collect on Delivery Restricted Delivery</td><td></td></tr><tr><td><input type="checkbox"/> Insured Mail</td><td></td></tr><tr><td><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</td><td></td></tr></table>	<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®	<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™	<input checked="" type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery	<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Signature Confirmation™	<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery	<input type="checkbox"/> Collect on Delivery Restricted Delivery		<input type="checkbox"/> Insured Mail		<input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	
<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®																
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™																
<input checked="" type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery																
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Signature Confirmation™																
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery																
<input type="checkbox"/> Collect on Delivery Restricted Delivery																	
<input type="checkbox"/> Insured Mail																	
<input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)																	

9590 9402 7954 2305 0030 06

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt



## Riverside County Aviation

March 15, 2024

VIA CERTIFIED MAIL & EMAIL

Colinas Contractors, Inc.  
Attn: Modesto Lopez  
4015 Industrial Avenue  
Hemet, CA 92545

### THREE-DAY NOTICE TO PAY OR QUIT

Dear Mr. Lopez:

You are hereby notified that you have defaulted on your lease agreement for industrial building, located at 4015 Industrial Ave., Hemet, CA 92545 - Hemet-Ryan Airport. The amount due is \$17,817.57, representing the fees due and late fees as per the attached lease agreement dated January 10, 2020.

Within three (3) days after service of this notice, 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 lease agreement dated January 10, 2020 for industrial building located at 4015 Industrial Ave., Hemet, CA 92545 - Hemet-Ryan Airport, under which you hold possession of Premises, (2)

---

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

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





## Riverside County Aviation

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.

Please provide your prompt attention and response to this matter. For any questions, please contact Kimberly Loomis at 951.955.6923 or by email at [kloomis@rivco.org](mailto:kloomis@rivco.org).

Sincerely,

Angela Jamison  
County Airports Manager

cc: Charissa Leach, Assistant County Executive Officer/TLMA



7019 2970 0002 1940 4669

**U.S. Postal Service™**  
**CERTIFIED MAIL® RECEIPT**  
 Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

*3-day notice* **OFFICIAL USE**

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

- ☐ Return Receipt (hardcopy) \$  
☐ Return Receipt (electronic) \$  
☐ Certified Mail Restricted Delivery \$  
☐ Adult Signature Required \$  
☐ Adult Signature Restricted Delivery \$

Postmark  
Here

Postage

\$

Total Postage and Fees

\$

Sent To

*Colinas Contractors*  
 Street and Apt. No., or PO Box No.  
*4015 Industrial Ave.*  
 City, State, ZIP+4®  
*Hemet, CA 92545*

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

*Colinas Contractors*  
*ATTN: Modesto Lopez*  
*4015 Industrial Ave.*  
*Hemet, CA 92545*



9590 9402 7954 2305 0030 20

2. Article Number (Transfer from service label)

7019 2970 0002 1940 4669

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

*X Mario*

☐ Agent

☐ Addressee

B. Received by (Printed Name)

*Mario*

C. Date of Delivery

*03/20/24*

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature  
☐ Adult Signature Restricted Delivery  
☒ Certified Mail®  
☐ Certified Mail Restricted Delivery  
☐ Collect on Delivery  
☐ Collect on Delivery Restricted Delivery  
☐ Insured Mail  
☐ Registered Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®  
☐ Registered Mail™  
☐ Registered Mail Restricted Delivery  
☐ Signature Confirmation™  
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

March 20, 2024

60 Day Notice of Lease Termination

30 Day Notice of Lease Termination



## Riverside County Aviation

### 60 DAY NOTICE OF LEASE TERMINATION

March 20, 2024

Via Email: [ml@colinascontractors.com](mailto:ml@colinascontractors.com)

CC: [rl@colinascontractors.com](mailto:rl@colinascontractors.com)

VIA CERTIFIED MAIL AND EMAIL

Colinas Contractors, Inc.  
Attn: Modesto Lopez  
4015 Industrial Avenue  
Hemet, CA 92545

**Re: 60 Day Prior Written Notice of Termination of Lease ("Notice of Termination")**

Mr. Lopez:

PLEASE TAKE NOTICE that effective 60 days after the date of this notice, March 20, 2024 ("Termination Date") your right to use, occupy and possess that certain real property located at 4015 Industrial Avenue, Hemet, CA 92545 within the Hemet-Ryan Airport ("Leased Premises") shall be terminated pursuant to Sections 17(a) of that certain Hemet-Ryan Airport Lease Agreement dated January 10, 2020 and executed by the County of Riverside ("County") and Colinas Contractors, Inc. ("Lessee") (collectively the "Lease").

Pursuant to Section 17(a) of the Lease, the County is hereby exercising its right to terminate the Lease effective 60 days after the date of this written notice to Lessee. As such, effective on the Termination Date set forth above, the Lease shall be terminated, and Lessee shall have no further rights, title or interests thereunder. Termination shall not relieve the Lessee from liability incurred prior to such termination and prior to Lessee's removal of its property from the Leased Premises.

Lessee must peaceably vacate the premises and remove all of its personal property on or before the Termination Date. If you fail to quit and deliver possession, legal proceedings will be instituted against you to obtain possession and such proceedings could result in a judgment against you, which may include attorneys' fees and court costs as allowed by law.





## Riverside County Aviation

This Notice of Termination does not relieve you of payment of any rent owed until the actual date of termination of tenancy. Under California law, you have a right to request an initial inspection of the Leased Premises to determine its condition before you vacate, and you have the right to be present during the inspection. The purpose of the inspection is to allow you an opportunity to remedy identified deficiencies or damage to the premises, if any, caused by you. If you wish to have such an inspection, please contact me via email at [ajamison@rivco.org](mailto:ajamison@rivco.org) or by phone at (951) 955-9418. If you request an inspection, you will be given 48 hours' advance notice of the inspection, but you may waive in writing the required 48 hours' notice and have the inspection done sooner.

Additionally, State law permits former tenants to reclaim abandoned personal property left at the former address of the Lessee, subject to certain conditions. You may or may not be able to reclaim property without incurring additional costs, depending on the cost of storing the property and the length of time before it is reclaimed. In general, these costs will be lower the sooner you contact the former Lessor after being notified that property belonging to you was left behind after you moved out. Personal property shall be defined as moveable fixtures and equipment that are proprietary to Lessee's business operations. Personal property does not include structural infrastructure, items that are permanently anchored/affixed to the property, or items that have been fully amortized throughout the term of the Lease. In the event of any conflict, Lessee and County shall work together to determine what items can be categorized as personal property.

Sincerely,

*Angela Jamison*

Angela Jamison  
**Riverside County Airports Manager**



## Ruiz, Jose

---

**From:** Ruiz, Jose  
**Sent:** Tuesday, March 19, 2024 4:49 PM  
**To:** ml colinascontractors.com  
**Cc:** rl colinascontractors.com; Jamison, Angela; Loomis, Kimberly  
**Subject:** 60-day Notices to Terminate (4015 Industrial Avenue)  
**Attachments:** 60 day Notice of Termination Colinas.pdf

Hello Modesto,

I am writing to follow up on the recent notice sent to you regarding outstanding rent payments for the property located at 4015 Industrial Avenue, Hemet, CA 92545.

As you are aware, on March 15, 2024, we issued a formal 3-day notice to pay rent or vacate the premises in accordance with the terms of our lease agreement. Unfortunately, as of today's date, the outstanding balance remains unpaid.

Regrettably, due to the continued non-payment, we have no choice but to proceed with the termination of your tenancy. Accordingly, attached to this email, you will find a 60-day Notice of Lease Termination. We understand that circumstances can sometimes lead to financial difficulties, and we would have appreciated open communication regarding any challenges you were facing. If there are extenuating circumstances that have led to this situation, please do not hesitate to contact us as soon as possible to discuss potential resolutions that will result in the full payment of the \$17,817.57 currently owed in back rent.

If you have any questions or concerns regarding this notice or the termination process, please feel free to reach out to me or Kimberly Loomis.

Thank you,



### Jose Ruiz

Supervising Development Specialists  
Riverside County Aviation  
4080 Lemon St., 14<sup>th</sup> Floor  
Riverside, CA 92501  
Office: (951) 955-5746  
Cell: (951) 203-7456  
[jruiz@rivco.org](mailto:jruiz@rivco.org)



## Riverside County Aviation

### **30 DAY NOTICE OF LEASE TERMINATION**

March 20, 2024

Via Email: [ml@colinascontractors.com](mailto:ml@colinascontractors.com)

CC: [rl@colinascontractors.com](mailto:rl@colinascontractors.com)

**VIA CERTIFIED MAIL AND EMAIL**

Colinas Contractors, Inc.  
Attn: Modesto Lopez  
3969 Industrial Avenue, Unit C  
Hemet, CA 92545

**Re: 30 Day Prior Written Notice of Termination of Lease ("Notice of Termination")**

Mr. Lopez:

PLEASE TAKE NOTICE that effective 60 days after the date of this notice, March 20, 2024 ("Termination Date") your right to use, occupy and possess that certain real property located at 3969 Industrial Avenue, Unit C, Hemet, CA 92545 within the Hemet-Ryan Airport ("Leased Premises") shall be terminated pursuant to Sections 17(a) of that certain Hemet-Ryan Airport Lease Agreement dated March 12, 2022 and executed by the County of Riverside ("County") and Colinas Contractors, Inc. ("Lessee") (collectively the "Lease").

Pursuant to Section 17(a) of the Lease, the County is hereby exercising its right to terminate the Lease effective 30 days after the date of this written notice to Lessee. As such, effective on the Termination Date set forth above, the Lease shall be terminated, and Lessee shall have no further rights, title or interests thereunder. Termination shall not relieve the Lessee from liability incurred prior to such termination and prior to Lessee's removal of its property from the Leased Premises.

Lessee must peaceably vacate the premises and remove all of its personal property on or before the Termination Date. If you fail to quit and deliver possession, legal proceedings will be instituted against you to obtain possession and such proceedings could result in a judgment against you, which may include attorneys' fees and court costs as allowed by law.



## Riverside County Aviation

This Notice of Termination does not relieve you of payment of any rent owed until the actual date of termination of tenancy. Under California law, you have a right to request an initial inspection of the Leased Premises to determine its condition before you vacate, and you have the right to be present during the inspection. The purpose of the inspection is to allow you an opportunity to remedy identified deficiencies or damage to the premises, if any, caused by you. If you wish to have such an inspection, please contact me via email at [ajamison@rivco.org](mailto:ajamison@rivco.org) or by phone at (951) 955-9418. If you request an inspection, you will be given 48 hours' advance notice of the inspection, but you may waive in writing the required 48 hours' notice and have the inspection done sooner.

Additionally, State law permits former tenants to reclaim abandoned personal property left at the former address of the Lessee, subject to certain conditions. You may or may not be able to reclaim property without incurring additional costs, depending on the cost of storing the property and the length of time before it is reclaimed. In general, these costs will be lower the sooner you contact the former Lessor after being notified that property belonging to you was left behind after you moved out. Personal property shall be defined as moveable fixtures and equipment that are proprietary to Lessee's business operations. Personal property does not include structural infrastructure, items that are permanently anchored/affixed to the property, or items that have been fully amortized throughout the term of the Lease. In the event of any conflict, Lessee and County shall work together to determine what items can be categorized as personal property.

Sincerely,


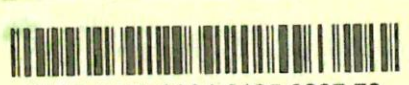
*Angela Jamison*

Angela Jamison  
**Riverside County Airports Manager**



7020 1810 0000 5904 8564

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only	
For delivery information, visit our website at <a href="http://www.usps.com">www.usps.com</a> ®.	
OFFICIAL USE	
Certified Mail Fee \$	3/20/24 Postmark Here 
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy) \$	
<input type="checkbox"/> Return Receipt (electronic) \$	
<input type="checkbox"/> Certified Mail Restricted Delivery \$	
<input type="checkbox"/> Adult Signature Required \$	
<input type="checkbox"/> Adult Signature Restricted Delivery \$	
Postage \$	
Total Postage and Fees \$	
Sent To Attn: Modesto Lopez 6150 Yarrow Dr. Ste. H Carlsbad, CA 92011	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	

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 checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee B. Received by (Printed Name) C. Date of Delivery
1. Article Addressed to:  <b>Colinas Contractors Inc.</b> <b>Attn: Modesto Lopez</b> <b>6150 Yarrow Drive, Sutie H</b> <b>Carlsbad, CA 92011</b>	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 8097 78	3. Service Type <input checked="" type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™ <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)
2. Article Number (Transfer from service label) 7020 1810 0000 5904 8564	Domestic Return Receipt
PS Form 3811, July 2015 PSN 7530-02-000-9053	



7020 1810 0000 5904 8540

U.S. Postal Service <sup>TM</sup>	
CERTIFIED MAIL <sup>®</sup> RECEIPT	
Domestic Mail Only	
For delivery information, visit our website at <a href="http://www.usps.com">www.usps.com</a> .	
OFFICIAL USE	
Certified Mail Fee	\$
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$
Postage	\$
Total Postage and Fees	\$
Sent To	
4015 Industrial Ave	
Hemet, CA 92545	
City, State, ZIP+4 <sup>®</sup>	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for instructions	

3/20/24  
Postmark  
Here  
(mm)

7020 1810 0000 5904 8533

U.S. Postal Service <sup>TM</sup>	
CERTIFIED MAIL <sup>®</sup> RECEIPT	
Domestic Mail Only	
For delivery information, visit our website at <a href="http://www.usps.com">www.usps.com</a> .	
OFFICIAL USE	
Certified Mail Fee	\$
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$
Postage	\$
Total Postage and Fees	\$
Sent To	
4015 Industrial Ave	
Hemet, CA 92545	
City, State, ZIP+4 <sup>®</sup>	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for instructions	

3/20/24  
Postmark  
Here  
(mm)

7020 1810 0000 5904 8557

U.S. Postal Service <sup>TM</sup>	
CERTIFIED MAIL <sup>®</sup> RECEIPT	
Domestic Mail Only	
For delivery information, visit our website at <a href="http://www.usps.com">www.usps.com</a> .	
OFFICIAL USE	
Certified Mail Fee	\$
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$
Postage	\$
Total Postage and Fees	\$
Sent To	
4015 Industrial Ave	
Hemet, CA 92545	
City, State, ZIP+4 <sup>®</sup>	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for instructions	

3/20/24  
Postmark  
Here  
(mm)

## Ruiz, Jose

---

**From:** Ruiz, Jose  
**Sent:** Tuesday, March 19, 2024 4:53 PM  
**To:** ml colinascontractors.com  
**Cc:** rl colinascontractors.com; Jamison, Angela; Loomis, Kimberly  
**Subject:** 30-day Notices to Terminate (3969 Industrial Avenue)  
**Attachments:** 30 day Notice of Termination Colinas (3969 Industrial).pdf

Hello Modesto,

I am writing to follow up on the recent notice sent to you regarding outstanding rent payments for the property located at 3969 Industrial Avenue, Unit C, Hemet, CA 92545.

As you are aware, on March 15, 2024, we issued a formal 3-day notice to pay rent or vacate the premises in accordance with the terms of our lease agreement. Unfortunately, as of today's date, the outstanding balance remains unpaid.

Regrettably, due to the continued non-payment, we have no choice but to proceed with the termination of your tenancy. Accordingly, attached to this email, you will find a 30-day Notice of Lease Termination. You will be receiving a physical copy of the 30-day Notice of Lease Termination via certified mail as well. We understand that circumstances can sometimes lead to financial difficulties, and we would have appreciated open communication regarding any challenges you were facing. If there are extenuating circumstances that have led to this situation, please do not hesitate to contact us as soon as possible to discuss potential resolutions that will result in the full payment of the \$3,600.00 currently owed in back rent.

If you have any questions or concerns regarding this notice or the termination process, please feel free to reach out to me or Kimberly Loomis.

Thank you,



### Jose Ruiz

Supervising Development Specialists  
Riverside County Aviation  
4080 Lemon St., 14<sup>th</sup> Floor  
Riverside, CA 92501  
Office: (951) 955-5746  
Cell: (951) 203-7456  
[jruiz@rivco.org](mailto:jruiz@rivco.org)

June 4, 2024

Board Approved

60-Day Notice to Terminate Lease

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



ITEM: 3.42  
(ID # 25079)

MEETING DATE:

Tuesday, June 04, 2024

FROM : TLMA - AVIATION

**SUBJECT:** TRANSPORTATION AND LAND MANAGEMENT AGENCY/AVIATION: Approval of the 60-Day Notice to Terminate Lease between the County of Riverside, as Lessor, and Colinas Contractors Inc., as Lessee – Hemet-Ryan Airport, CEQA Exempt per State CEQA Guidelines Sections 15301 and 15061(b)(3), District 5. [\$1,500 Total Cost - TLMA Aviation Fund 100%] (Clerk to file Notice of Exemption)

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

1. **Find** that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301, Existing Facilities exemption and Section 15061(b)(3) "Common Sense" exemption;
2. **Approve** the attached 60-Day Notice to Terminate the Lease between the County of Riverside, as Lessor, and Colinas Contractors Inc., as Lessee, and authorize the Riverside County Airport Manager to execute the same on behalf of the County;
3. **Authorize** the Riverside County Airport Director or her designee to execute any other related documents and administer all actions necessary to complete this matter; and
4. **Direct** the Clerk of the Board to file the attached Notice of Exemption with the County Clerk and the State Clearinghouse within five (5) working days of approval by the Board.

**ACTION:**Policy

A handwritten signature in blue ink, appearing to read "Charissa Leach", is written over a horizontal line.

Charissa Leach, TLMA Director

5/28/2024

---

MINUTES OF THE BOARD OF SUPERVISORS



**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>	\$ 1,050	\$ 0	\$ 1,050	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> TLMA Aviation Fund 100%			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 2023/24	

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

**BACKGROUND:**

**Summary**

The County of Riverside, as Lessor, and Colinas Contractors Inc ("Colinas"), a California corporation, as Lessee, entered into a Lease date January 10, 2020 at the Hemet-Ryan Airport ("Lease"). The Lease pertains to Lessee's use of approximately 6,786 square feet of industrial space located at 4015 Industrial Avenue, Hemet, CA 92545 ("Property"). The term of the Lease expired on January 31, 2024, and the Lessee has remained on the Property on a month-to-month tenancy.

Since entering into the Lease, Colinas has fallen into financial hardship, and has been unable to make their monthly rent payment of \$4,043.51. The County of Riverside, Aviation Division ("Aviation Division") has made efforts to work with Colinas to reduce their back due rent, but Colinas has not been able to generate enough business to curtail the rent owed in arrears. To date, Colinas owes \$25,904.59 in back due rent.

On March 5, 2024, the Aviation Division sent Colinas a Certified Letter indicating a 7-Day Notice to Pay or Quit, and followed up on March 15, 2024 with another Certified Letter for a 3-Day Notice to Pay or Quit. Colinas acknowledged and signed the certified receipt but did not submit a payment to reduce or get them in good standing with their rent obligations.

At this point, the Aviation Division has exhausted all options to get Colinas in good standing with their rent obligations and has determined it to be in the County's best interest to make the Property available for lease, by electing to terminate the tenancy. Subsequently, the Aviation Division is seeking Board approval on the attached 60-Day Notice to Terminate Tenancy ("60-Day Notice") per Section 17(a) of the Lease.

The 60-Day Notice has been reviewed and approved by County Counsel.

**Environmental Findings**

The 60-Day Notice is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Sections 15301 (Class 1) and 15061(b)(3) ("Common Sense"

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

Exemption). The 60-Day Notice is merely the termination of an existing lease involving existing facilities with no expansion of existing use and it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, because it does not involve a change or increase in the intensity of the use of the Property.

**Impact on Residents and Businesses**

Approval of the 60-Day Notice to Terminate will allow the Aviation Division to market the Property to businesses in the Hemet and San Jacinto area. Businesses and residents can potentially benefit from a viable business occupying the Property.

**Additional Fiscal Information**

No net County cost will be incurred, and no budget adjustment is necessary, however, the Transportation and Land Management Agency, Aviation Division has incurred costs associated with this transaction. County Counsel and CEQA NOE filing fees to date in the approximate amount of \$1,050 will be reimbursed from the TLMA Aviation Revenue Fund.

County Counsel Review	\$ 1,000
CEQA NOE	\$ 50
<b>Total</b>	<b>\$ 1,050</b>

**Attachments**

- 60-Day Notice to Terminate Lease
- Notice of Exemption
- Aerial Map



Jason Farin, Principal Management Analyst 5/28/2024



Aaron Gettis, Chief of Deputy County Counsel 5/24/2024





## Riverside County Aviation

### **60 DAY NOTICE OF LEASE TERMINATION**

June 4, 2024

Via Email: [ml@colinascontractors.com](mailto:ml@colinascontractors.com)

CC: [rl@colinascontractors.com](mailto:rl@colinascontractors.com)

VIA CERTIFIED MAIL AND EMAIL

Colinas Contractors, Inc.  
Attn: Modesto Lopez  
4015 Industrial Avenue  
Hemet, CA 92545

**Re: 60 Day Prior Written Notice of Termination of Lease ("Notice of Termination")**

Mr. Lopez:

PLEASE TAKE NOTICE that effective 60 days after the date of this notice, August 3, 2024 ("Termination Date") your right to use, occupy and possess that certain real property located at 4015 Industrial Avenue, Hemet, CA 92545 within the Hemet-Ryan Airport ("Leased Premises") shall be terminated pursuant to Sections 17(a) of that certain Hemet-Ryan Airport Lease Agreement dated January 10, 2020 and executed by the County of Riverside ("County") and Colinas Contractors, Inc. ("Lessee") (collectively the "Lease").

Pursuant to Section 17(a) of the Lease, the County is hereby exercising its right to terminate the Lease effective 60 days after the date of this written notice to Lessee. As such, effective on the Termination Date set forth above, the Lease shall be terminated, and Lessee shall have no further rights, title or interests thereunder. Termination shall not relieve the Lessee from liability incurred prior to such termination and prior to Lessee's removal of its property from the Leased Premises.

Lessee must peaceably vacate the premises and remove all of its personal property on or before the Termination Date. If you fail to quit and deliver possession, legal proceedings will be instituted against you to obtain possession and such proceedings could result in a judgment against you, which may include attorneys' fees and court costs as allowed by law.



## Riverside County Aviation

This Notice of Termination does not relieve you of payment of any rent owed until the actual date of termination of tenancy. Under California law, you have a right to request an initial inspection of the Leased Premises to determine its condition before you vacate, and you have the right to be present during the inspection. The purpose of the inspection is to allow you an opportunity to remedy identified deficiencies or damage to the premises, if any, caused by you. If you wish to have such an inspection, please contact me via email at [ajamison@rivco.org](mailto:ajamison@rivco.org) or by phone at (951) 955-9418. If you request an inspection, you will be given 48 hours' advance notice of the inspection, but you may waive in writing the required 48 hours' notice and have the inspection done sooner.

Additionally, State law permits former tenants to reclaim abandoned personal property left at the former address of the Lessee, subject to certain conditions. You may or may not be able to reclaim property without incurring additional costs, depending on the cost of storing the property and the length of time before it is reclaimed. In general, these costs will be lower the sooner you contact the former Lessor after being notified that property belonging to you was left behind after you moved out. Personal property shall be defined as moveable fixtures and equipment that are proprietary to Lessee's business operations. Personal property does not include structural infrastructure, items that are permanently anchored/affixed to the property, or items that have been fully amortized throughout the term of the Lease. In the event of any conflict, Lessee and County shall work together to determine what items can be categorized as personal property.

Sincerely,

Angela Jamison  
**Riverside County Airports Manager**

FORM APPROVED COUNTY COUNSEL  
BY *R. Yabko* 5/24/24  
RYAN YABKO, DEPUTY DATE



January 10, 2020

4015 Industrial Ave.

Hemet-Ryan Airport Lease Agreement

1 **Hemet-Ryan Airport**

2 **Lease Agreement**

3  
4 This Lease Agreement ("Lease"), dated 1/10/20, is entered into by and between  
5 the **County of Riverside**, a political subdivision of the State of California, as lessor,  
6 ("County"), and Colinas Contractors Inc., a California corporation as lessee ("Lessee"),  
7 collectively referred to herein as the "Parties," and individually as a "Party" under the  
8 following terms and conditions:

9 **RECITALS**

10 **WHEREAS**, County owns a parcel of land totaling 1.02 acres at the Hemet-Ryan  
11 Airport, Hemet, California improved with a 6,786 square foot metal industrial building  
12 ("Industrial Building") and adjacent parking area located at 4015 Industrial Avenue,  
13 Hemet, CA 92545, and as depicted on the Site Map attached hereto as Exhibit "A" and  
14 incorporated herein by this reference ("Property");

15 **WHEREAS**, County desires to lease the Industrial Building to Lessee for the  
16 purpose of conducting a light manufacturing/industrial/commercial business as permitted  
17 in the City of Hemet Ordinance applicable to the property; and

18 **NOW THEREFORE**, in consideration of the payments to be made  
19 hereunder and the covenants and agreements contained herein, County hereby leases  
20 to Lessee and Lessee hereby leases from County the real property described below  
21 under the following terms and conditions.

22 **1. Property Description.** The property leased herein is located within the  
23 Hemet-Ryan Airport, County of Riverside, State of California, and consists of an  
24 Industrial Building, and adjacent parking area as depicted on the Site Map attached  
25 hereto as Exhibit "A" and incorporated herein by this reference. Lessee shall occupy the  
26 Industrial Building which consist of a 1,290 square foot office space and a 5,496 square

1 foot workshop for a total of 6,786 square feet identified, and as shown on the Space Plan  
2 attached hereto as Exhibit "B" ("Leased Premises"). Lessee acknowledges and agrees  
3 that Lessee does not have fee title interest to the Airport or any portion thereof. Lessee  
4 further acknowledges and agrees that Lessee's interest is limited to a leasehold interest  
5 in that certain portion of the Airport defined herein as the Leased Premises.

6       **2.     Term.** This Lease shall commence sixty (60) days following full execution  
7 of this Lease, unless earlier terminated, the term of this Lease shall be for a period of  
8 four (4) years ("Lease Term" or "Term").

9               (a)     Option to Extend Term: Lessee shall have the option to extend the  
10 Lease Term by one (1) additional period of four (4) years ("Option"), subject to (1)  
11 Lessee is not then in breach of any terms or provisions of this Lease, (2) Lessee delivers  
12 to County written notice of its desire to exercise the Option no earlier than twelve (12)  
13 months before and no less than sixty (60) days before the expiration of the Lease Term,  
14 (3) County, through its Board of Supervisors, approves an amendment to this Lease for  
15 such exercise of the Option, and (4) The Federal Aviation Administration (FAA) has no  
16 objection to any terms of the Lease.

17       **3.     Use.**

18               (a)     The Leased Premises is leased hereby for the purposes of  
19 conducting a light manufacturing/industrial/commercial business as permitted in the City  
20 of Hemet Zoning Ordinance applicable to the property.

21               (b)     The Leased Premises shall not be used for any purpose other than  
22 specified in paragraph 3 (a) without first obtaining the written consent of the County,  
23 which such consent shall not be unreasonably withheld. Furthermore, the County does  
24 not permit anyone to reside or stay overnight or for general public traffic at the Leased  
25 Premises.

1 (c) If the Leased Premises is found to be used for any other purposes  
2 other than what is specified in paragraph 3(a); the County shall have the immediate right  
3 to terminate the Lease by providing Lessee with a sixty (60) day notice to vacate the  
4 Leased Premises. Lessee further acknowledges that any residential use of the property  
5 is not permitted within the Leased Premises.

6 **4. Rent.** Lessee shall pay to County as base rent for the use and occupancy  
7 of the Leased Premises, including shared costs for water, sewage, landscaping, and  
8 capital improvements fund equal to a monthly rent of Three Thousand Three Hundred  
9 Ninety-Three Dollars and 00/100 \$3,393 ("Base Rent"), which is based off a calculation  
10 of \$.50 per square foot. Said Base Rent is due and payable in advance on the first of  
11 each month. The Base Rent shall be considered delinquent, if not paid by the 10<sup>th</sup> of the  
12 month.

13 (a) Late Fee. If the monthly rent becomes delinquent, Lessee shall be  
14 charged a late fee equivalent to ten percent (10%) of the delinquent rental amount,  
15 exclusive of late fees, for each month that rent is delinquent.

16 (b) Base Rent Adjustment Mark to Market Value. Beginning July 1,  
17 2025, and every fifth (5<sup>th</sup>) year thereafter, the Base Rent shall be adjusted to one-twelfth  
18 (1/12) of eight percent (8%) of the then-current fair market value of the Leased Premises.  
19 Said fair market value shall be for the land and shall not include the value of the existing  
20 Industrial Building. In no event will application of this Section 4(b) result in a monthly  
21 rental amount lower than the highest previous monthly rental amount. A property  
22 appraisal for the purpose of establishing the adjusted Base Rent is to be performed by  
23 an independent certified appraiser, knowledgeable in aviation appraising and in good  
24 standing with the American Institute of Real Estate Appraisers. The appraiser is to be  
25 procured and paid for by Lessor. Once established, said rent shall be adjusted annually  
26



1 in the manner set forth in Section 4(c) below. Lessee acknowledges and agrees that  
2 failure to pay such adjusted Base Rent amount shall constitute a default hereunder.

3 (c) Rental Increases. Beginning July 1, 2021, and at each July 1<sup>st</sup>  
4 thereafter, except for dates coinciding with the appraisals conducted every fifth year as  
5 referenced in 4(b) above, the Base Rent shall be adjusted by the percentage change in  
6 the Consumer Price Index, All Urban Consumers, Riverside-San Bernardino-Ontario  
7 County Area for the consecutive twelve-month period ending three months before the  
8 month in which such adjustment of Base Rent is supposed to occur pursuant to Section  
9 4(b) above. In no event will application of this Section 4(c) result in a monthly rental  
10 amount lower than the highest previous monthly rental amount.

11 **5. Security Deposit** Prior to the Effective Date, Lessee shall deposit with  
12 County a security deposit in the amount of Three Thousand Three Hundred Ninety-Three  
13 Dollars and 00/100 \$3,393 ("Security Deposit") as security for the full and faithful  
14 performance by Lessee of the terms, conditions and covenants of this Lease.

15 (a) If at any time during the Term of this Lease, Lessee defaults in the  
16 payment of Base Rent, or any portion of the Base Rent, under this Lease, County may  
17 appropriate and apply any portion of the Security Deposit reasonably necessary to  
18 remedy any such default in the payment of rent.

19 (b) If upon termination of this Lease, Lessee fails to leave the Leased  
20 Premises in a clean condition or leaves the Leased premises damaged beyond ordinary  
21 wear and tear; the County may appropriate and apply any portion of the Security Deposit  
22 reasonably necessary to put the hangar in clean and repaired condition.

23 (c) County shall return to Lessee the portion of the Security Deposit  
24 remaining after any deductions authorized by this Section 5 or by applicable law. Lessee  
25 shall not be entitled to any interest earned on any portion of the Security Deposit. Such  
26 interest, if any accrued, shall be the sole property of Lessor.

1           **6.     Utilities.**

2           (a)     During the Term of this Lease, Lessee shall pay or cause to be paid  
3 and shall indemnify, defend and hold County harmless from all charges for trash removal,  
4 gas, heat, air conditioning, light, electricity, steam, internet, telephone service and all  
5 other services and utilities used, rendered or supplied to, on or in the Leased Premises.

6           (b)     During the Term of this Lease, the County shall pay or cause to be paid  
7 the charges for water, and sewage in connection with the Leased Premises.

8           **7.     Maintenance of Leased Premises**

9           (a) During the Term of the Lease including any lease extensions, Lessee shall,  
10 at its sole cost and expense, maintain, or cause to be maintained the Leased Premises  
11 including improvements now or hereafter located thereon in good, safe, and sanitary  
12 order, condition, and in accordance with all applicable laws, including but not limited to  
13 health, fire and safety ordinances and laws, environmental regulations and Government  
14 Restrictions (defined below) hereunder as may be binding upon Lessee with reasonable  
15 wear and tear excepted. The term "Improvements" shall be defined as the improvements  
16 within the Leased Premises that are being used by the Lessee to conduct their daily  
17 business and shall include but not be limited to the following: electrical connections and  
18 outlets, heating and A/C units, plumbing, doors, roll-up doors, windows, carpeting,  
19 flooring, lighting, ceiling panels, and restrooms located in, and attached to the interior of  
20 the Leased Premises. The term "Governmental Restrictions" used herein shall mean and  
21 include any and all laws, statutes, official policies, ordinances, codes, formal decrees,  
22 rulings, regulations, writs, injunctions, orders, rules, conditions of approval or  
23 authorizations of any governmental entity, agency or political subdivision, now in force  
24 or hereafter adopted, which are applicable to the Leased Premises or the use thereof as  
25 of the date such term is being applied. If Lessee fails to perform Lessee's obligations  
26 under this Section 7 (a), County shall have the right to enter upon the Leased Premises

1 after 10 days prior written notice to Lessee (except in the event of an emergency, in  
2 which case no notice shall be required), to perform such maintenance and repair  
3 obligations on Lessee's behalf, and Lessee shall be fully responsible for and shall  
4 promptly pay to County an amount equal to the costs thereof. Lessee acknowledges and  
5 agrees that failure to pay the aforementioned costs shall constitute a default under this  
6 Lease. Lessee will be responsible for all reoccurring and normal maintenance of the  
7 Leased Premises, while County shall be responsible for any Capital Renewal and Capital  
8 Improvement project costs. County responsibility for Capital Renewal and Capital  
9 Improvement costs, and shall be defined as major roof repair and replacement, major  
10 utility repair and replacement, and major structural repairs. Major should be defined as  
11 improvement cost exceeding \$10,000 per occurrence.

12 (b) During the Term of the Lease, including any extensions, County at  
13 County's sole cost and expense shall maintain the landscaping (including plant materials  
14 and irrigation equipment) and hardscaping related to the Industrial Building frontage or  
15 front lawn.

16 **8. Additional Obligations of Lessee During Term.** Lessee shall,  
17 during the Term of this Lease, including any extensions, perform and adhere to the  
18 following obligations:

19 (a) Lessee shall maintain in a clean and sanitary condition, the interior,  
20 exterior, and grounds of Leased Premises at Lessee's own expense;

21 (b) Lessee shall surrender said Leased Premises and improvements  
22 thereon in such good, safe and sanitary condition, reasonable use and wear thereof and  
23 damages by fire, acts of God, war, civil insurrection, or by the elements excepted. Lessee  
24 shall have the full and exclusive use and enjoyment of such improvements, alterations,  
25 and fixtures during the term of this Lease. At or prior to the expiration of this Lease,  
26 Lessee shall remove, at its expense, such trade fixtures and restore Leased Premises

1 to their original shape and condition as nearly as practicable but no less than neat, clean  
2 and appealing. In the event Lessee does not remove such trade fixtures, they shall  
3 become the property of the County for no further consideration of any kind, and Lessee  
4 acknowledges and agrees that County shall have the right to charge Lessee for removal  
5 of any trade fixtures that so remain by Lessee upon the expiration or early termination of  
6 the Lease.

7       **9. Permits, Licenses and Taxes.** Lessee shall secure, at its expense, all  
8 necessary permits and licenses as it may be required to obtain regarding the  
9 construction, operation, maintenance, and termination or abandonment of activities upon  
10 the Leased Premises, and Lessee shall pay for all fees and taxes levied or required by  
11 any authorized public entity. Lessee acknowledges and agrees that this Lease may  
12 create a possessory interest subject to property taxation and that Lessee may be subject  
13 to the payment of property taxes levied on such interest. Lessee acknowledges,  
14 understands and agrees that Lessee is solely responsible for the timely payment and  
15 satisfaction of all taxes incurred as a result of this Lease.

16       **10. Improvements.**

17       (a) Lessee shall not perform any improvements or alterations to the Leased  
18 Premises without Lessor's prior written approval.

19       (b) All improvements shall be completed at Lessee's sole cost. Lessee shall pay  
20 for construction of any required utility extensions and hookups (including all related fees  
21 and charges) and any access road improvements. Lessee shall independently verify  
22 availability of all services required for their use and development. Plans for all  
23 improvements are to be submitted to County for written approval prior to start of any  
24 construction.



1 (c) Lessee, at its sole expense, shall facilitate tenant improvements, and shall be  
2 applied to the exterior and interior of the building, the scope of work is described on  
3 Exhibit "C," attached hereto and by this reference made a part of this Lease.

4 (d) Utility Services. It is understood by the parties hereto that utility services are  
5 available in the general vicinity of the Leased Premises, but if further on-site  
6 improvements are required for the provision of usable and operational utilities, Lessee,  
7 at its sole expense, shall extend and/or connect, or cause to be extended and/or  
8 connected, such utility service facilities that may be required or desired by Lessee in the  
9 use, operation, and maintenance of such on-site improvements. Lessee shall pay all  
10 related fees and charges related to such utility extensions and hookups. Lessee shall be  
11 responsible for all connection costs and fees associated with any improvements beyond  
12 those listed in this paragraph, including, but not limited to, water, sewer, electricity,  
13 telephone, and gas service and internet. Scope and installation of all utilities shall be  
14 submitted to County on construction plans and shall be approved by County prior to  
15 connection.

16 County shall not be required to furnish to Lessee or any other occupant of the  
17 Leased Premises during the Term of this Lease, including any extensions thereto, any  
18 water, sewage, gas, heat, air conditioning, light, power, steam, telephone, or any other  
19 utilities, equipment, labor, materials or services of any kind whatsoever.

20 (e) Any improvements, alterations, and installation of fixtures to be undertaken by  
21 Lessee shall have the prior written approval of the County after Lessee has submitted to  
22 County the proposed site plans, building plans, and specifications in writing. In addition,  
23 Lessee acknowledges and agrees that such improvements, alterations, and installation  
24 of fixtures may be subject to County Ordinance Nos. 348 and 457, as well as other  
25 applicable County ordinances, and that Lessee shall fully comply with such ordinances  
26 prior to the commencement of any construction in connection therewith.

1       **11. Compliance with Law.** Lessee shall, at its sole cost and expense, comply  
2 with all of the requirements of all governmental agencies now in force, or which may  
3 hereafter be in force, pertaining to the Leased Premises, and any improvements  
4 hereafter constructed or maintained thereon, and Lessee shall faithfully observe all laws  
5 and ordinances, including but not limited to, the California Environmental Quality Act  
6 (CEQA) and the National Environmental Protection Act (NEPA), now or hereafter in force  
7 in the use of the Leased Premises. Lessee shall also comply with all applicable federal,  
8 state and local laws and regulations and County ordinances. In the event there is a  
9 conflict between the various laws or regulations that may apply, Lessee shall comply  
10 with the more restrictive law or regulation now or hereafter in force in the use of the  
11 Leased Premises.

12       **12. Lessor's Reserved Rights.**

13               (a) The Leased Premises is accepted by Lessee subject to any and all  
14 existing easements or other encumbrances, and County shall have the right to enter  
15 upon the Leased Premises and to install, lay, construct, maintain, repair and operate  
16 such sanitary sewers, drains, storm water sewers, pipelines, manholes, connections,  
17 water, oil and gas pipelines, and telephone and telegraph power lines and such other  
18 facilities and appurtenances necessary or convenient to use in connection therewith,  
19 over, in, upon, through, across and along the Leased Premises or any part thereof.  
20 County also reserves the right to grant franchises, easements, rights of way and permits  
21 in, over and upon, along or across any and all portions of said Leased Premises as  
22 County may elect; provided, however, that no right of the County provided for in this  
23 paragraph shall be executed so as to interfere unreasonably with Lessee's use  
24 hereunder. County shall cause the surface of the Leased Premises to be restored to its  
25 original condition (as they existed prior to any such entry) upon the completion of any  
26 construction by County or its agents. In the event such construction renders any portion

1 of the Leased Premises unusable, the rent shall abate pro rata as to such unusable  
2 portion during the period of such construction. Any right of County set forth in this  
3 paragraph shall not be exercised unless a prior written notice of five(5) days is given to  
4 Lessee; provided, however, in the event such right must be exercised by reason of  
5 emergency, then County shall give Lessee such notice in writing as is reasonable under  
6 the existing circumstances.

7 (b) This Lease is subject to the provisions set forth in Exhibit "D"  
8 (Federally Required Lease Provisions), attached hereto and incorporated herein by this  
9 reference.

10 **13. Inspection of Premises.**

11 (a) County, through their duly authorized agents, shall have the right to enter  
12 the Leased Premises for the purpose of inspecting, monitoring and evaluating the  
13 obligations of Lessee hereunder and for the purpose of doing any and all things which it  
14 is obligated and has a right to do under this provided that the inspection does not  
15 unreasonably interfere with Lessee's business.

16 (b) If during the course of the inspection, the County, through their duly  
17 authorized agents finds that the Leased Premises is being utilized for any unauthorized  
18 or unlawful activity governed by any local, state, and federal statutes, regulations,  
19 rules, ordinances, and orders now in force or which may be hereafter in force,  
20 pertaining to the Leased Premises, the County shall have the immediate right to  
21 terminate the Lease by providing Lessee with a sixty (60) day notice to vacate the  
22 Leased Premises.

23 **14. Quiet Enjoyment.** Lessee shall have, hold, and quietly enjoy the use of  
24 the Leased Premises so long as Lessee shall fully and faithfully perform the terms and  
25 conditions that the Lessee is required to do under this Lease.  
26

1       **15. Compliance with Government Regulations.** Lessee shall, at Lessee's  
2 sole cost and expense, comply with the requirements of all local, state, and federal  
3 statutes, regulations, rules, ordinances, and orders now in force or which may be  
4 hereafter in force, pertaining to the Leased Premises. Lessee shall also comply with all  
5 rules and regulations of the Federal Aviation Administration. The final judgment, decree,  
6 or order of any Court of competent jurisdiction, or the admission of Lessee in any action  
7 or proceedings against Lessee, whether Lessee is a party thereto or not, that Lessee  
8 has violated any such statutes, regulations, rules, ordinances, or orders in the use of the  
9 Leased Premises, shall be conclusive of that fact as between County and Lessee.

10       **16. Discrimination or Segregation**

11               (a) Lessee shall not discriminate in Lessee's recruiting, hiring,  
12 promotion, demotion or termination practice on the basis of race, religious creed, color,  
13 national origin, ancestry, sex, age, physical handicap, medical condition, or marital status  
14 with respect to its use of the Leased Premises hereunder, and Lessee shall comply with  
15 the provisions of the California Fair Employment and Housing Act (Government Code  
16 Sections 12900 et seq.), the Federal Civil Rights Act of 1964 (P. L. 88-352), and all  
17 amendments thereto, Executive Order No. 11246 (30 Federal Register 12319), as  
18 amended, and all Administrative Rules and Regulations issued pursuant to said acts and  
19 orders with respect to its use of the Leased Premises.

20               (b) Lessee shall not discriminate against or cause the segregation of  
21 any person or group of persons on account of race, religious creed, color, national origin,  
22 ancestry, sex, age, physical handicap, medical condition, or marital status in the  
23 occupancy, use, tenure or enjoyment of the Leased Premises, nor shall Lessee, or any  
24 person claiming under or through Lessee, establish or permit any such practice or  
25 practices of discrimination or segregation with reference to the selection, location,  
26 number, use, or occupancy of any persons within the Leased Premises.



1 (c) Lessee assures that it will undertake an affirmative action program  
2 as required by 49 CFR, Part 21, to insure that no person shall on the grounds of race  
3 creed, color, national origin, or sex be excluded from participating in any employment  
4 activities covered in 49 CFR, Part 21, with respect to its use of the Leased Premises.  
5 Lessee further assures that no person shall be excluded on these grounds from  
6 participating in or receiving services or benefits of any program or activity covered herein  
7 with respect to its use of the Leased Premises. Lessee further assures that it will require  
8 that its subcontractors and independent contractors provide assurance to Lessee that  
9 they similarly will undertake affirmative action programs and that they will require  
10 assurances from their subcontractors and independent contractors, as required by 49  
11 CFR, Part 21, to the same effect with respect to their use of the Leased Premises.

12 **17. Right to Terminate.**

13 (a) Either party shall have the option to terminate this Lease without  
14 cause and by providing sixty (60) days written notice of such intent to terminate to the  
15 other Party.

16 **18. Default.**

17 (a) Failure or delay by either party to perform any term or provision of this  
18 Lease constitutes a default under this Lease. The party who fails or delays must  
19 commence to cure, correct or remedy such failure or delay and shall complete such cure,  
20 correction or remedy with reasonable diligence.

21 (b) The injured party shall give written notice of default to the party in  
22 default ("Notice of Default"), specifying the default complained of by the injured party.  
23 Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall  
24 it change the time of default. Except as otherwise expressly provided in this Lease, any  
25 failures or delays by either party in asserting any of its rights and remedies as to any  
26 default shall not operate as a waiver of any default or of any such rights or remedies.

1 Delays by either party in asserting any of its rights and remedies shall not deprive either  
2 party of its right to institute and maintain any actions or proceeding which it may deem  
3 necessary to protect, assert or enforce any such rights or remedies.

4 (c) Except as otherwise provided herein, if a monetary event of default  
5 occurs, prior to exercising any remedies hereunder, the injured party shall give the party  
6 in default written notice of such default. The party in default shall have a period of seven  
7 (7) calendar days after such notice is received or deemed received within which to cure  
8 the default prior to exercise of remedies by the injured party.

9 (d) If non-monetary event of default occurs, prior to exercising any  
10 remedies hereunder, the injured party shall give the party in default notice of such  
11 default. If the default is reasonably capable of being cured within thirty (30) calendar  
12 days after such notice is received or deemed received, the party in default shall have  
13 such period to affect a cure prior to exercise of remedies by the injured party. If the  
14 default is such that it is not reasonably capable of being cured within thirty (30) calendar  
15 days after such notice is received, and the party in default (1) initiates corrective action  
16 within said period, and (2) diligently, continually, and in good faith works to effect a cure  
17 as soon as possible, then the party in default shall have such additional time as is  
18 reasonably necessary to cure the default prior to exercise of any remedies by the injured  
19 party, but in no event no more than forty-five (45) days of receipt of such notice of default  
20 from the injured party.

21 **19. Eminent Domain.** If any portion of the Leased Premises shall be taken by  
22 eminent domain and a portion thereof remains which is usable by Lessee, in its  
23 discretion, for the purposes set forth in Section 3 herein, this Lease shall, as to the part  
24 taken, terminate as of the date title shall vest in the condemnor, or the date prejudgment  
25 possession is obtained through a court of competent jurisdiction, whichever is earlier,  
26 and the rent payable hereunder shall abate pro rata as to the part taken; provided,

1 however, in such event County reserves the right to terminate this Lease as of the date  
2 when title to the part taken vests in the condemnor or as of such date of prejudgment  
3 possession. If all of the Leased Premises are taken by eminent domain, or such part be  
4 taken so that the Leased Premises are rendered unusable for the purposes set forth in  
5 Section 3 herein, this Lease shall terminate. If a part or all of the Leased Premises be  
6 so taken, all compensation awarded upon such taking shall be apportioned between  
7 County and Lessee according to law.

8       **20. Hold Harmless/Indemnification.** Lessee shall indemnify and hold  
9 harmless the County of Riverside, its Agencies, Districts, Special Districts and  
10 Departments, their respective directors, officers, Board of Supervisors, elected and  
11 appointed officials, employees, agents and representatives (the "Indemnified Parties")  
12 from any liability whatsoever, including but not limited to, property damage, bodily injury,  
13 or death, based or asserted upon any services of Lessee, its officers, employees,  
14 subcontractors, agents or representatives arising out of or in any way relating to this  
15 Lease and Lessee shall defend at its sole expense and pay all costs and fees, including  
16 but not limited to, attorney fees, cost of investigation, defense and settlements or awards,  
17 on behalf of the Indemnified Parties in any claim or action based upon such liability.

18       With respect to any action or claim subject to indemnification herein by Lessee,  
19 Lessee shall, at Lessee's sole cost, have the right to use counsel of their choice and shall  
20 have the right to adjust, settle, or compromise any such action or claim without the prior  
21 consent of Lessor; provided, however, that any such adjustment, settlement or  
22 compromise in no manner whatsoever limits or circumscribes Lessee's indemnification to  
23 the Indemnified Parties as set forth herein.

24       Lessee's obligation hereunder shall be satisfied when Lessee has provided County  
25 the appropriate form of dismissal relieving County from any liability for the action or claim  
26 involved.

1 The specified insurance limits required in this Lease shall in no way limit or  
2 circumscribe Lessee's obligations to indemnify and hold harmless the Indemnified Parties  
3 herein from third party claims.

4 In the event there is conflict between this clause and California Civil Code Section  
5 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation  
6 shall not relieve the Lessee from indemnifying the Indemnified Parties to the fullest extent  
7 allowed by law.

8 Lessee shall require each sub-lessee and/or contractor of every tier to indemnify  
9 the County of Riverside relating to any claim(s) arising from their sub-lease and/or  
10 contract.

11 **21. Insurance.** Without limiting or diminishing the Lessee's obligation to  
12 indemnify or hold the County harmless, Lessee shall procure and maintain or cause to  
13 be maintained, at its sole cost and expense, the following insurance coverages during  
14 the term of this Lease. As respects to the insurance section only, the County herein  
15 refers to the County of Riverside, its Agencies, Districts, Special Districts, and  
16 Departments, their respective directors, officers, Board of Supervisors, employees,  
17 elected or appointed officials, agents or representatives as Additional Insureds.

18 (a) Workers' Compensation:

19 If the Lessee has employees as defined by the State of California, the Lessee  
20 shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed  
21 by the laws of the State of California. Policy shall include Employers' Liability (Coverage  
22 B) including Occupational Disease with limits not less than \$1,000,000 per person per  
23 accident. The policy shall be endorsed to waive subrogation in favor of The County of  
24 Riverside.

25 (b) Commercial General Liability:  
26



1 Commercial General Liability insurance coverage, including but not limited to, premises  
2 liability, unmodified contractual liability, products and completed operations liability,  
3 personal and advertising injury, and cross liability coverage, covering claims which may  
4 arise from or out of Lessee's performance of its obligations hereunder. Policy shall name  
5 the County as Additional Insured. Policy's limit of liability shall not be less than  
6 \$1,000,000 per occurrence combined single limit. If such insurance contains a general  
7 aggregate limit, it shall apply separately to this Lease or be no less than two (2) times  
8 the occurrence limit.

9 (c) Vehicle Liability:

10 If vehicles or mobile equipment are used in the performance of the obligations under this  
11 Lease, then Lessee shall maintain liability insurance for all owned, non-owned or hired  
12 vehicles so used in an amount not less than \$1,000,000 per occurrence combined single  
13 limit. If such insurance contains a general aggregate limit, it shall apply separately to this  
14 Lease or be no less than two (2) times the occurrence limit. Policy shall name the County  
15 as Additional Insureds.

16 (d) General Insurance Provisions - All lines:

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

22 2) The Lessee must declare its insurance self-insured retention for each  
23 coverage required herein. If any such self-insured retention exceed \$500,000 per  
24 occurrence each such retention shall have the prior written consent of the County Risk  
25 Manager before the commencement of operations under this Lease. Upon notification of  
26 self-insured retention unacceptable to the County, and at the election of the County's

1 Risk Manager, Lessee's carriers shall either; 1) reduce or eliminate such self-insured  
2 retention as respects this Lease with the County, or 2) procure a bond which guarantees  
3 payment of losses and related investigations, claims administration, and defense costs  
4 and expenses.

5 3) Lessee shall cause Lessee's insurance carrier(s) to furnish the County of  
6 Riverside with either 1) a properly executed original Certificate(s) of Insurance and  
7 certified original copies of Endorsements effecting coverage as required herein, and 2)  
8 if requested to do so orally or in writing by the County Risk Manager, provide original  
9 Certified copies of policies including all Endorsements and all attachments thereto,  
10 showing such insurance is in full force and effect. Further, said Certificate(s) and policies  
11 of insurance shall contain the covenant of the insurance carrier(s) that a minimum of  
12 thirty (30) days written notice shall be given to the County of Riverside prior to any  
13 material modification, cancellation, expiration or reduction in coverage of such insurance.  
14 If Lessee insurance carrier(s) policies does not meet the minimum notice requirement  
15 found herein, Lessee shall cause Lessee's insurance carrier(s) to furnish a 30 day Notice  
16 of Cancellation Endorsement.

17 4) In the event of a material modification, cancellation, expiration, or reduction  
18 in coverage, this Lease shall terminate forthwith, unless the County of Riverside  
19 receives, prior to such effective date, another properly executed original Certificate of  
20 Insurance and original copies of endorsements or certified original policies, including all  
21 endorsements and attachments thereto evidencing coverage's set forth herein and the  
22 insurance required herein is in full force and effect. Lessee shall not commence  
23 operations until the County has been furnished original Certificate (s) of Insurance and  
24 certified original copies of endorsements and if requested, certified original policies of  
25 insurance including all endorsements and any and all other attachments as required in  
26

1 this Section. An individual authorized by the insurance carrier to do so on its behalf shall  
2 sign the original endorsements for each policy and the Certificate of Insurance.

3 5) It is understood and agreed to by the parties hereto that the Lessee's  
4 insurance shall be construed as primary insurance, and the County's insurance and/or  
5 deductibles and/or self-insured retention's or self-insured programs shall not be  
6 construed as contributory.

7 6) If, during the term of this Lease or any extension thereof, there is a material  
8 change in the scope of services; or, there is a material change in the equipment to be  
9 used in the performance of the scope of work; or, the term of this Lease, including any  
10 extensions thereof, exceeds five (5) years; the County reserves the right to adjust the  
11 types of insurance and the monetary limits of liability required under this Lease, if in the  
12 County Risk Management's reasonable judgment, the amount or type of insurance  
13 carried by the Lessee has become inadequate.

14 7) Lessee shall pass down the insurance obligations contained herein to all  
15 tiers of sublessee's working under this Lease.

16 8) The insurance requirements contained in this Lease may be met with a  
17 program(s) of self-insurance acceptable to the County.

18 9) Lessee agrees to notify County of any claim by a third party or any incident or event  
19 that may give rise to a claim arising from the performance of this Lease.

20 **22. Insurance for Contractors.** During the Lease Term, including any  
21 extensions, Lessee shall require each of its contractors to meet all insurance  
22 requirements imposed by this Lease. These requirements, with the written approval of  
23 the Lessor's Risk Manager, may be modified to reflect the activities associated with the  
24 sublessee or contractor. On every contract the Lessee shall have the contractor name  
25 the Lessee and the County by endorsement as an additional insured and/or have the  
26 contractor provide an endorsement waiving subrogation in favor of the Lessee and the

1 County on every contractor's insurance policy, as applicable. Certificates and  
2 endorsements evidencing compliance with this section will be provided to the Lessor.

3 **23. Acceptance of Leased Premises**. Prior to the commencement of the  
4 Lease Term, Lessee, at Lessee's sole expense, shall have investigated and approved  
5 the physical condition of, and the condition of title with respect to, the Leased Premises.

6 County makes no representation or warranty, expressed or implied, regarding any  
7 conditions of the Leased Premises. Lessee acknowledges and agrees that County  
8 makes no representation or warranty, express or implied, written or oral, with respect to  
9 the condition of the Leased Premises, or its fitness, or availability for any particular use.

10 County makes no representations, express or implied, with respect to the legality,  
11 fitness, or desirability of the Leased Premises for Lessee's intended use. If Lessee  
12 desires to do so, Lessee shall have the right to conduct its own investigation, to its  
13 satisfaction, with respect to any matters affecting lessee's ability to use the Leased  
14 Premises for Lessee's intended use. The Lessee represents that it has inspected the  
15 Leased Premises and acknowledges and agrees that the Leased Premises shall be  
16 delivered from County to Lessee in an "as is" physical condition, with no warranty,  
17 express or implied by County as to the presence of hazardous substances, or the  
18 condition of the soil, its geology or the presence of known or unknown faults, and fully  
19 assumes any and all risk associated with the use thereof. County shall not be liable to  
20 Lessee, its officers, agents, employees, subcontractors or independent contractors for  
21 any bodily injury, personal injury or property damage suffered by them or others which  
22 may result from hidden, latent or other dangerous conditions in, on upon or within the  
23 Leased Premises. If the condition of the Leased Premises is not in all respects entirely  
24 suitable for the use or uses to which such Leased Premises will be put, then it is the sole  
25 responsibility and obligation of Lessee to place the Leased Premises in all respects in a  
26 condition entirely suitable for the development thereof, solely at Lessee's expense.



1 Effective at the commencement of the Lease Term, Lessee waives, releases and  
2 discharges Lessor, its Agencies, Districts, Special Districts and Departments, their  
3 respective directors, officers, Board of Supervisors, Board of Commissioners, elected  
4 and appointed officials, employees, agents, representatives and attorneys, from any and  
5 all present and future claims, demands, suits, legal and administrative proceedings, and  
6 from all liability for damages, losses, costs, liabilities, fees and expenses (including  
7 without limitation, attorneys' fees) arising out of in any way connected with the Lessor's  
8 or Lessee's use, maintenance, ownership or operation of the Leased Premises, any  
9 hazardous substances on the Leased Premises, or the existence of hazardous  
10 substances contamination in any state on the Leased Premises, however the hazardous  
11 substances came to be placed there. Lessee acknowledges that it is aware of and  
12 familiar with the provisions of Section 1542 of the California Civil Code which provides  
13 as follows:

14 "A general release does not extend to claims that the creditor or releasing party  
15 does not know or suspect to exist in his or her favor at the time of executing the release  
16 and that, if known by him or her, would have materially affected his or her settlement with  
17 the debtor or released party."

18 To the extent of the release set forth in this Section 23, Lessee hereby  
19 waives and relinquishes all rights and benefits which it may have under Section 1542 of  
20 California Civil Code.

21 Lessee Initials 

22 **24. Assignment and Subletting.**

23 (a) Lessee shall not assign or attempt to assign all or any part of this Lease or  
24 any right or interest herein, nor make any total or partial sale, transfer, conveyance or  
25 assignment of the whole or any part of the Lessee's interest in the Leased Premises or  
26 the Improvements thereon, or mortgage, hypothecate or otherwise transfer in any manner

1 any of its rights, duties or obligations hereunder to any person or entity without the prior  
2 written and sole subjective consent of County being first obtained. Lessee shall submit  
3 all documents including financial statements and information pertaining to any such  
4 transaction referenced in the foregoing paragraph to County for approval prior to entering  
5 into such agreements. Lessee shall submit all required certificates of insurance and  
6 endorsements to insurance policies, as required herein, to County for County's written  
7 consent in County's sole and absolute discretion prior to assignee occupying the Leased  
8 Premises.

9 (b) For the reasons cited above, Lessee represents and agrees for itself and  
10 any successor in interest that without the prior written approval of the County, there shall  
11 be no significant change in the ownership of Lessee or in the relative proportions thereof,  
12 or with respect to the identity of the parties in control of Lessee or the degree thereof, by  
13 any method or means.

14 (c) Any assignment or transfer of this Lease or any interest herein, or significant  
15 change in ownership of Lessee, shall require the written approval of the County. Lessee  
16 shall promptly notify the County of any proposed subleases, and all changes whatsoever  
17 in the identity of the parties in control of Lessee or the degree thereof, of which it or any  
18 of its officers have been notified or otherwise have knowledge or information. This Lease  
19 may be terminated by the County if there is any significant change (voluntary or  
20 involuntary) in membership, management or control, of Lessee (other than such changes  
21 occasioned by the death or incapacity of any individual), or non-County approved  
22 subleases. In the event of the death or incapacity of any individual who controls Lessee  
23 or the managing member of Lessee, any resulting change in the management of the  
24 Improvements or the control of the day-to-day operations of the Leased Premises and the  
25 Improvements shall be subject to the sole and subjective approval of the Assistant  
26 CEO/ECD or designee.

1 (d) Assignments or transfers approved by the County shall be evidenced by the  
2 Lessee's, and assignee's execution of an assignment and assumption agreement  
3 approved as to form and substance by County.

4 (e) During the term of this Lease, Lessee shall have no right to sublease all or  
5 any part of the Leased Premises.

6 (f) The restrictions on assignment transfer and subleasing contained in this  
7 Section 24 shall be binding on any successors, or heirs of Lessee. The provisions of this  
8 Section 24 shall apply to each successive assignment and transfer in the same manner  
9 as initially applicable to Lessee under the terms set forth herein.

10 **25. Damage or Destruction.**

11 (a) In the event any of the improvements are damaged by an insured  
12 casualty, Lessee shall promptly remove the debris resulting from such event, and within  
13 a reasonable time thereafter shall apply insurance proceeds to the repair or restoration  
14 of the improvements so damaged to their condition immediately prior to such casualty,  
15 such repair or restoration to be performed in accordance with all provisions of this  
16 Lease.

17 (b) In the event any of the Improvements are damaged by an uninsured  
18 casualty, or the insurance proceeds are insufficient to repair or restore the Improvements  
19 to their condition prior to the casualty, Lessee shall promptly remove the debris resulting  
20 from such event, and within a reasonable time thereafter shall either (i) repair or restore  
21 the improvements so damaged to the extent economically feasible, such repair or  
22 restoration to be performed in accordance with all provisions of this Lease, or (ii) erect  
23 other Improvements in such location, provided all provisions of this Lease are complied  
24 with to the extent economically feasible, or (iii) if the damage occurs during the term of  
25 the Lease, Lessee shall demolish the damaged portion of such improvements, restore  
26 any remaining improvements to an architectural whole, remove all rubbish, and pave or

1 plant grass and otherwise restore the area to a neat, orderly, sanitary and attractive  
2 condition. County shall have the option to choose among the aforesaid alternatives, but  
3 Lessee shall be obligated to perform one of such alternatives.

4 Except as expressly provided in this Lease, no deprivation, impairment, or  
5 limitation of use resulting from any damage or destruction or event or work contemplated  
6 by this Section 25 shall entitle Lessee to any offset, abatement, or reduction in Rent, nor  
7 to any termination or extension of the Term hereof.

8 **26. Toxic Materials.**

9 During the term of this Lease and any extensions thereof, Lessee shall not violate  
10 any federal, state, or local law, or ordinance or regulation relating to industrial hygiene  
11 or to the environmental condition on, under or about the Leased Premises including, but  
12 not limited to, soil, air, and groundwater conditions. Further, Lessee, its successors,  
13 assigns and Lessee shall not use, generate, manufacture, produce, store or dispose of  
14 on, under, or about the Leased Premises or transport to or from the Leased Premises  
15 any flammable explosives, asbestos, radioactive materials, hazardous wastes, toxic  
16 substances or related injurious materials, whether injurious by themselves or in  
17 combination with other materials (collectively, "hazardous materials"). For the purpose  
18 of this Lease, hazardous materials shall include, but not be limited to, substances defined  
19 as "hazardous substances," "hazardous materials," or "toxic substances" in the  
20 Comprehensive Environmental Response, Compensation and Liability Act of 1980, as  
21 amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act,  
22 49 U.S.C. Section 5101, et seq.; the Resource Conservation and Recovery Act, 42  
23 U.S.C. Section 6901, et seq.; and those substances defined as "hazardous wastes" in  
24 Section 25117 of the California Health and Safety Code or as "hazardous substances"  
25 in Section 25316 of the California Health and Safety Code; and in the regulations  
26 adopted in publications promulgated pursuant to said laws now and in the future.



1           **27.    National Pollution Discharge Elimination System (NPDES) Permit.**

2 Lessee acknowledges, understands and agrees that it shall comply with California State  
3 Water Resources Control Board general permit requirements now and in the future  
4 relating to storm water discharges associated with business operation activities. Lessee  
5 further acknowledges, understands and agrees that it shall participate in the following  
6 without limitation, the Best Management Practices, Best Available Technology  
7 Economically Achievable, and Best Convention Pollutant Control Technology.

8           **28.    Free from Liens; No Encumbrance of Lessor's Fee Estate.** Lessee

9 shall pay, when due, all sums of money that may become due for any labor, services,  
10 material, supplies, or equipment, alleged to have been furnished or to be furnished to  
11 Lessee, in, upon, or about the Leased Premises, and which may be secured by a  
12 mechanics, materialmen's or other lien against the Leased Premises or Lessor's interest  
13 therein, and will cause each such lien to be fully discharged and released at the time the  
14 performance of any obligation secured by such lien matures or becomes due; provided,  
15 however, that if Lessee desire to contest any such lien, it may do so, but notwithstanding  
16 any such contest, if such lien shall be reduced to final judgment, and such judgment or  
17 such process as may be issued for the enforcement thereof is not promptly stayed, or is  
18 so stayed, and said stay thereafter expires, then and in such event, Lessee shall forthwith  
19 pay and discharge said judgment.

20           Lessee shall not encumber Lessor's fee estate in the Airport property with any  
21 mortgage. Lessee shall not place, or allow to be placed, against the Airport property or  
22 any portion thereof, any mortgage, trust deed, encumbrance or lien not authorized by  
23 this Lease. In addition, Lessee shall remove, or shall have removed, any levy or  
24 attachment made on title to the leasehold estate created by this Lease and/or the Airport  
25 property (or any portion thereof), or shall assure the satisfaction thereof within a  
26 reasonable time but in any event prior to a sale thereunder. Under no circumstances

1 whatsoever shall the Lessee allow any security instruments to be recorded against the  
2 Lessor's fee interest in the Airport property.

3       **29. Employees and Agents of Lessee.** It is understood and agreed that all  
4 persons hired or engaged by Lessee shall be considered to be employees or agents of  
5 Lessee and not of Lessor. It is expressly understood and agreed that Lessee (including  
6 its employees, agents and subcontractors) shall in no event be entitled to any benefits  
7 to which County employees are entitled, including but not limited to overtime, any  
8 retirement benefits, worker's compensation benefits, and injury leave or other leave  
9 benefits. There shall be no employer-employee relationship between the parties, and  
10 Lessee shall hold County harmless from any and all claims that may be made against  
11 County based upon any contention by a third party that an employer-employee  
12 relationship exists by reason of this Lease.

13       **30. Binding on Successors.** Lessee, its assigns and successors in interest,  
14 shall be bound by all the terms and conditions contained in this Lease, and all of the  
15 parties thereto shall be jointly and severally liable hereunder.

16       **31. Waiver of Performance.** Any waiver by County of any breach of any one  
17 or more of the terms of this Lease shall not be construed to be a waiver of any  
18 subsequent or other breach of the same or of any other term of this Lease. Failure on  
19 the part of County to require exact, full and complete compliance with any terms of this  
20 Lease shall not be construed as in any manner changing the terms or preventing County  
21 from enforcement of the terms of this Lease.

22       **32. Severability.** In the event any provision of this Lease is held by a court of  
23 competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will  
24 never the less continue in full force without being impaired or invalidated in any way.

25       **33. Jurisdiction and Venue.** This Lease is construed under the laws of the  
26 state of California. The Parties agree to the jurisdiction and venue of the Superior Court

1 in the County of Riverside, State of California. Any action at law or in equity brought by  
2 either of the parties hereto for the purpose of enforcing a right or rights provided for by  
3 this Lease shall be tried in a Court of competent jurisdiction in the County of Riverside,  
4 State of California, and the parties hereby waive all provisions of law providing for a  
5 change of venue in such proceedings to any other County.

6 **34. Attorney's Fees.** In the event of any litigation or arbitration between  
7 Lessee and County to enforce any of the provisions of this Lease or any right of either  
8 party hereto, each party to such litigation or arbitration agrees to pay their own respective  
9 costs and expenses, including reasonable attorney's fees, incurred therein.

10 **35. Notices.** Any notices required or desired to be served by either party upon  
11 the other shall be addressed to the respective parties as set forth below:

12 COUNTY

LESSEE

13 County of Riverside, EDA  
14 Aviation Division  
15 3403 10<sup>th</sup> Street, Suite 400  
16 Riverside, CA 92501  
Attn: EDA – Aviation Division

Colinas Contractors Inc.,  
1990 S. Santa Fe Avenue  
Vista, CA 92083  
Attn: Modesto Lopez

17 or to such other addresses as from time to time shall be designated by the respective  
18 parties. A change of notification address is required in writing and must be delivered to  
19 the other party.

20 Formal notices, demands and communications between County and Lessee shall  
21 be sufficiently given if dispatched by registered or certified mail, postage prepaid, return  
22 receipt requested, to the principal offices of the County and Lessee, as designated in  
23 this Section 35. Any such written notice that is transmitted by electronic facsimile  
24 transmission followed by delivery of a "hard" copy, shall be deemed delivered upon its  
25 transmission; any notice that is personally delivered (including by means of professional  
26 messenger service, by personal service, courier service such as United Parcel Service

1 or Federal Express, or by U.S. Postal Service), in which event notice shall be deemed  
2 given when actually received the day after the documented date of delivery; and any  
3 notice that is sent by registered or certified mail, postage prepaid, return receipt required  
4 shall be deemed received on the second day of delivery.

5 County shall use good faith efforts to deliver copies of any notices of default  
6 delivered to Lessee to the Encumbrancer, at such addresses for receipt of notice as shall  
7 be provided to the County in writing.

8 **36. Section Headings.** The Section headings herein are for the convenience  
9 of the parties only, and shall not be deemed to govern, limit, modify or in any manner  
10 affect the scope, meaning or intent of the provisions or language of this Lease.

11 **37. County's Representative.** County hereby appoints the Assistant County  
12 Executive Officer/ECD or his designee as its authorized representative to administer this  
13 Lease.

14 **38. No Partnership.** Nothing contained in this Lease shall be deemed or  
15 construed to create a lending partnership, other partnership, joint venture, or any other  
16 relationship between the parties hereto other than County and lessee according to the  
17 provisions contained herein, or cause County to be responsible in any way for the debts  
18 or obligations of Lessee, or any other party.

19 **39. Non-liability of County Officials and Employees.** No member,  
20 official, employee or consultant of County shall be personally liable to the Lessee, or any  
21 successor in interest, in the event of any default or breach by the County or for any  
22 amount which may become due to the Lessee or to its successor, or on any obligations  
23 under the terms of this Lease.

24 **40. Agent for Service of Process.**

25 (a) It is expressly understood and agreed that, in the event Lessee is not a  
26 resident of the State of California or it is an association or partnership without a member



1 or partner resident of the State of California, or it is a foreign corporation, then in any  
2 such event, Lessee shall file with County's clerk, upon its execution hereof, a designation  
3 of a natural person residing in the State of California, giving his or her name, residence  
4 and business addresses, as its agent for the purpose of service of process in any court  
5 action arising out of or based upon this Lease, and the delivery to such agent of a copy  
6 of any process in any such action shall constitute valid service upon Lessee. It is further  
7 expressly understood and agreed that if for any reason service of such process upon  
8 such agent is not feasible, then in such event Lessee may be personally served with  
9 such process out of this County and that such service shall constitute valid service upon  
10 Lessee. It is further expressly understood and agreed that Lessee is amenable to the  
11 process so served, submits to the jurisdiction of the Court so obtained and waives any  
12 and all objections and protests thereto.

13       **41. FAA Consent to Lease.** Lessee acknowledges that the Hemet-Ryan  
14 Airport was transferred to the County by the Federal Government and, as such, may  
15 require FAA consent to the Lease. If so required, the Federal government's approval  
16 shall be considered a condition precedent to the effectiveness of this Lease.

17       **42. Entire Lease.** This Lease, including any attachments, exhibits or  
18 addendums, constitutes the entire agreement of the Parties with respect to its subject  
19 matter and is intended by the parties hereto as a final expression of their understanding  
20 with respect to the subject matter hereof and as a complete and exclusive statement of  
21 the terms and conditions thereof and supersedes any and all prior and contemporaneous  
22 leases, agreements and understandings, oral or written, in connection therewith. This  
23 Lease may only be changed or modified by a written amendment signed by authorized  
24 representatives of both Parties.


25       **43. Construction of Lease.** The Parties hereto negotiated this Lease at arm's  
26 length and with the advice of their respective attorneys, and no provisions contained

1 IN WITNESS WHEREOF, the parties have executed this Lease as of the dates set forth  
2 below.

3  
4 LESSOR:  
5 COUNTY OF RIVERSIDE, a  
6 Political Subdivision of the State of  
7 California

LESSEE:  
Colinas Contractors Inc, a California  
corporation

8 By:   
9 Robert Field  
10 Assistant County Executive Officer/ECD

By:   
Modesto Lopez  
Chief Executive Officer

11  
12 Date: 1/10/20

Date: 10/29/2018

13  
14 APPROVED AS TO FORM:  
15 Gregory P. Priamos, County Counsel

16  
17  
18 By:   
19 Wesley Stanfield  
20 Deputy County Counsel

21 Attachments:

- 22 1. Exhibit A: Site Map  
23 2. Exhibit B Space Plan of Leased Premises  
24 3. Exhibit C: Tenant Improvements  
25 4. Exhibit D: Federally Required Lease Provisions  
26

Exhibit A  
Site Map

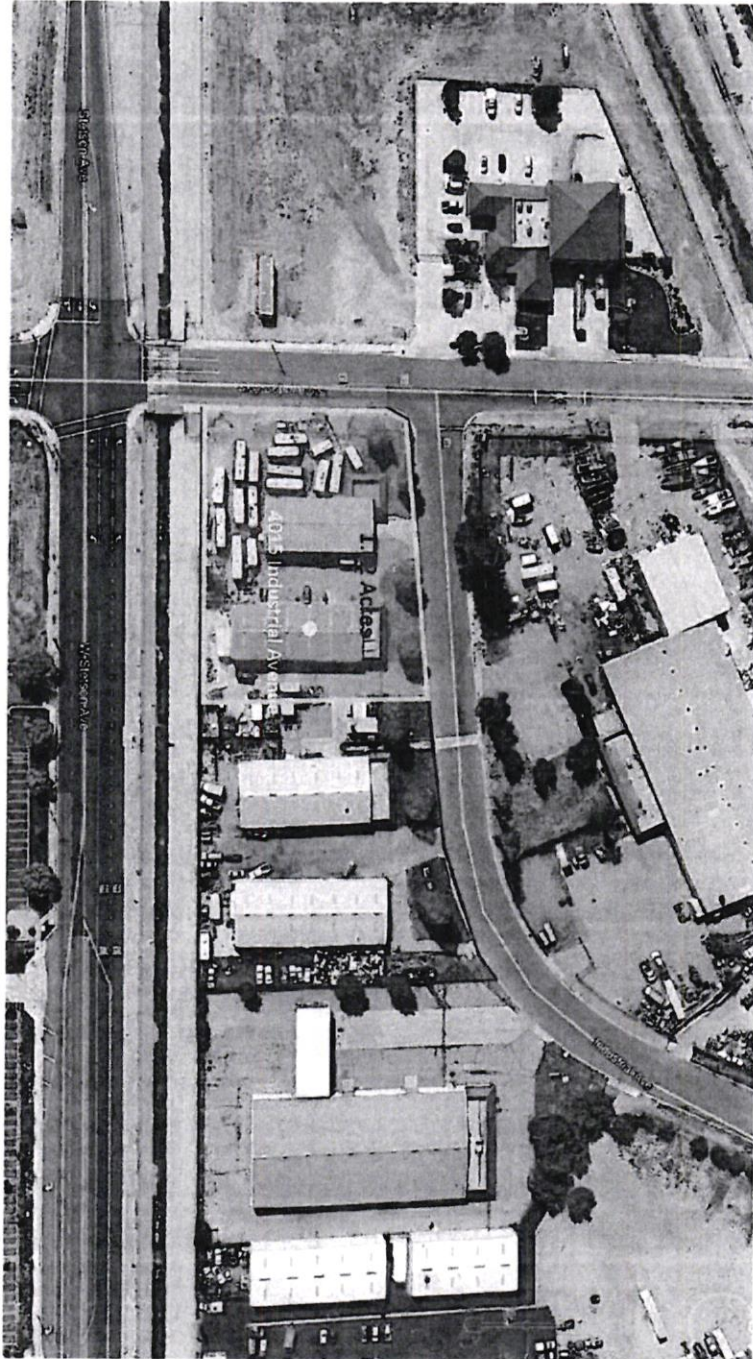


Exhibit B  
Space Plan of Leased Premises

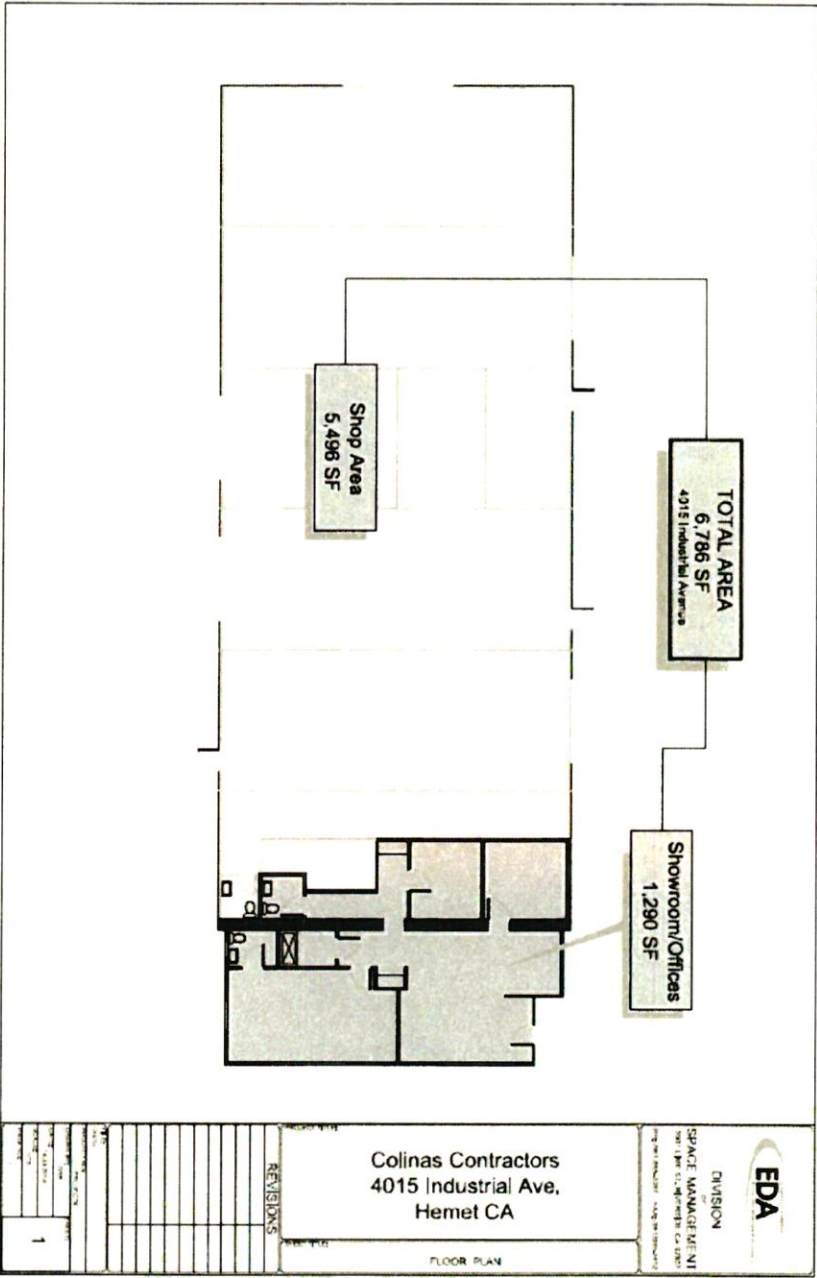




Exhibit C  
Tenant Improvements

**Requisites for work to be performed**

Lessee shall, at Lessee's sole expense and in accordance with the terms of this Lease, repair, replace and maintain in attractive condition, good order and function throughout the Term.

**Office Space**

- Removal of existing flooring, and installation of new flooring throughout the entire office space.
- Removal and replacement all existing windows within the office space.
- Installation of insulation throughout the office space as needed.
- Drywall repairs throughout the office space as needed.
- Apply new paint throughout the interior of the office space.
- Plumbing and aesthetic repairs to the restrooms as needed.

**Workshop Space**

- Installation of new lighting throughout the interior and exterior of the workshop area.
- Upgrades to the electrical paneling for increase amperage in the workshop area.
- Removal and replacement of the two existing coolers within the workshop area.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

Exhibit D  
Federally Required Lease Provisions

(Attached)

February 24, 2022  
3969 Industrial Ave., Unit C  
Hemet-Ryan Airport  
Temporary Lease Agreement

**Hemet-Ryan Airport  
Temporary Lease Agreement**

This Temporary Lease Agreement ("Temporary Lease"), dated 2/24 2022, is entered into by and between the **County of Riverside**, a political subdivision of the State of California, as lessor, ("County"), and **Colinas Contractors Inc.**, a California corporation as lessee ("Lessee"), collectively referred to herein as the "Parties," and individually as a "Party" under the following terms and conditions:

**RECITALS**

**WHEREAS**, County owns a parcel of land totaling 1.70 acres at the Hemet-Ryan Airport, Hemet, California improved with a 7,082 square foot metal industrial building identified as 3969 Industrial Avenue, Hemet, CA 92545, and as depicted on the Site Map attached hereto as Exhibit "A" and incorporated herein by this reference ("Industrial Building");

**WHEREAS**, County desires to lease a portion of the Industrial Building to Lessee for the purpose of conducting a light manufacturing/industrial/commercial business as permitted in the City of Hemet Ordinance applicable to the property.

**WHEREAS**, County and Lessee desire to enter into this Temporary Lease for a portion of the Industrial Building as an interim agreement, while the Parties negotiate a long term lease.

**WHEREAS**, the Parties agree to consummate this Temporary Lease to allow the Parties to consider the negotiation of a formal and long term lease, and under the terms and conditions to be established and which will be subject to approval by the Riverside County Board of Supervisors.

**NOW THEREFORE**, in consideration of the payments to be made hereunder and the covenants and agreements contained herein, County hereby leases to Lessee and



1 Lessee hereby leases from County the real property described below under the following  
2 terms and conditions.

3       **1.     Property Description.** The property leased herein is located within the  
4 Hemet-Ryan Airport, County of Riverside, State of California, and consists of an  
5 Industrial Building, and adjacent parking area as depicted on the Site Map attached  
6 hereto as Exhibit "A" and incorporated herein by this reference. Lessee occupies  
7 approximately 2,400 square feet of the Industrial Building which consist of a workshop  
8 space identified as Unit C, and as shown on the Space Plan attached hereto as Exhibit  
9 "B" ("Leased Premises"). Lessee acknowledges and agrees that Lessee does not have  
10 fee title interest to the Airport or any portion thereof. Lessee further acknowledges and  
11 agrees that Lessee's interest is limited to a leasehold interest in that certain portion of  
12 the Airport defined herein as the "Leased Premises."

13       **2.     Term.** This Temporary Lease shall commence thirty (30) days from  
14 February 1, 2022, and shall expire three (3) years thereafter ("Lease Term" or "Term").  
15 Any such holdover shall be deemed to be a tenancy from month-to-month.

16       **3.     Use.**

17               (a) The Leased Premises is leased hereby for the purposes of  
18 conducting a light manufacturing/industrial/commercial business as permitted in the City  
19 of Hemet Zoning Ordinance applicable to the property.

20               (b) The Leased Premises shall not be used for any purpose other than  
21 specified in paragraph 3 (a) without first obtaining the written consent of the County,  
22 which such consent shall not be unreasonably withheld. Furthermore, the County does  
23 not permit anyone to reside or stay overnight at the Leased Premises.

24               (c) If the Leased Premises is found to be used for any other purposes  
25 other than what is specified in paragraph 3(a); the County shall have the immediate right  
26 to terminate the Temporary Lease by providing Lessee with a thirty (30) day notice to

1 vacate the Leased Premises. Lessee further acknowledges that any residential use of  
2 the property is not permitted within the Leased Premises.

3       **4.     Rent.** Lessee shall pay to County as base rent for the use and occupancy  
4 of the Leased Premises, including shared costs for water, sewage, landscaping, and  
5 capital improvements fund equal to a monthly rent of One Thousand Two Hundred  
6 Dollars and 00/100 \$1,200 ("Base Rent"), which is based off a calculation of \$.50 per  
7 square foot. Said Base Rent is due and payable in advance on the first of each month.  
8 The Base Rent shall be considered delinquent, if not paid by the 10<sup>th</sup> of the month.

9               (a) Late Fee. If the monthly rent becomes delinquent, Lessee shall be  
10 charged a late fee equivalent to ten percent (10%) of the delinquent rental amount,  
11 exclusive of late fees, for each month that rent is delinquent.

12       **5.     Security Deposit** Prior to the Effective Date, Lessee shall deposit with  
13 County a security deposit in the amount of One Thousand Two Hundred Dollars and  
14 00/100 \$1,200 ("Security Deposit") as security for the full and faithful performance by  
15 Lessee of the terms, conditions and covenants of this Lease.

16               (a) If at any time during the Term of this Lease, Lessee defaults in the  
17 payment of Base Rent, or any portion of the Base Rent, under this Lease, County may  
18 appropriate and apply any portion of the Security Deposit reasonably necessary to  
19 remedy any such default in the payment of rent.

20               (b) If upon termination of this Lease, Lessee fails to leave the Leased  
21 Premises in a clean condition or leaves the Leased premises damaged beyond ordinary  
22 wear and tear; the County may appropriate and apply any portion of the Security Deposit  
23 reasonably necessary to put the hangar in clean and repaired condition.

24               (c) County shall return to Lessee the portion of the Security Deposit  
25 remaining after any deductions authorized by this Section 5 or by applicable law. Lessee  
26

1 shall not be entitled to any interest earned on any portion of the Security Deposit. Such  
2 interest, if any accrued, shall be the sole property of Lessor.

3 **6. Utilities.**

4 (a) During the Term of this Lease, Lessee shall pay or cause to be paid and  
5 shall indemnify, defend and hold County harmless from all charges for trash removal,  
6 gas, heat, air conditioning, light, electricity, steam, internet, telephone service and all  
7 other services and utilities used, rendered or supplied to, on or in the Leased Premises.

8 (b) During the Term of this Lease, the County shall pay or cause to be paid  
9 the charges for water, and sewage in connection with the Leased Premises.

10 **7. Maintenance of Leased Premises**

11 (a) During the Term of the Temporary Lease including any lease extensions,  
12 Lessee shall, at its sole cost and expense, maintain, or cause to be maintained the  
13 Leased Premises including tenant improvements now or hereafter located thereon in  
14 good, safe, and sanitary order, condition, and in accordance with all applicable laws,  
15 including but not limited to health, fire and safety ordinances and laws, environmental  
16 regulations and Government Restrictions (defined below) hereunder as may be binding  
17 upon Lessee with reasonable wear and tear excepted. The term "Tenant Improvements"  
18 shall be defined as the improvements within the Leased Premises that are being used  
19 by the Lessee to conduct their daily business and shall include but not be limited to the  
20 following: electrical connections and outlets, heating and A/C units, plumbing, doors, roll-  
21 up doors, windows, carpeting, flooring, lighting, ceiling panels, and restrooms located in,  
22 and attached to the interior of the Leased Premises. The term "Governmental  
23 Restrictions" used herein shall mean and include any and all laws, statutes, official  
24 policies, ordinances, codes, formal decrees, rulings, regulations, writs, injunctions,  
25 orders, rules, conditions of approval or authorizations of any governmental entity, agency  
26 or political subdivision, now in force or hereafter adopted, which are applicable to the

1 Leased Premises or the use thereof as of the date such term is being applied. If Lessee  
2 fails to perform Lessee's obligations under this Section 7 (a), County shall have the right  
3 to enter upon the Leased Premises after 10 days prior written notice to Lessee (except  
4 in the event of an emergency, in which case no notice shall be required), to perform such  
5 maintenance and repair obligations on Lessee's behalf, and Lessee shall be fully  
6 responsible for and shall promptly pay to County an amount equal to the costs thereof.  
7 Lessee acknowledges and agrees that failure to pay the aforementioned costs shall  
8 constitute a default under this Lease. Lessee will be responsible for all reoccurring and  
9 normal maintenance of the Leased Premises, while County shall be responsible for any  
10 Capital Renewal and Capital Improvement project costs. County responsibility for Capital  
11 Renewal and Capital Improvement costs shall include any single maintenance item  
12 which exceeds ten thousand dollars (\$10,000) per occurrence. Capital Improvements  
13 shall be further defined as major roof repair and replacement, major utility repair and  
14 replacement, and major structural repairs. County shall also bear the responsibility for  
15 painting the exterior of the Industrial Building.

16 (b) During the Term of the Lease, including any extensions, County at  
17 County's sole cost and expense shall maintain the landscaping (including plant materials  
18 and irrigation equipment) and hardscaping related to and adjacent to the Industrial  
19 Building.

20 **8. Additional Obligations of Lessee During Term.** Lessee shall,  
21 during the Term of this Lease, including any extensions, perform and adhere to the  
22 following obligations:

23 (a) Lessee shall provide janitorial services for interior, exterior, and  
24 grounds of Leased Premises at Lessee's own expense.

25 (b) Lessee shall surrender said Leased Premises and improvements  
26 thereon in such good, safe and sanitary condition, reasonable use and wear thereof and



1 damages by fire, acts of God, war, civil insurrection, or by the elements excepted. Lessee  
2 shall have the full and exclusive use and enjoyment of such improvements, alterations,  
3 and fixtures during the term of this Lease. At or prior to the expiration of this Lease,  
4 Lessee shall remove, at its expense, such trade fixtures and restore Leased Premises  
5 to their original shape and condition as nearly as practicable but no less than neat, clean  
6 and appealing. In the event Lessee does not remove such trade fixtures, they shall  
7 become the property of the County for no further consideration of any kind, and Lessee  
8 acknowledges and agrees that County shall have the right to charge Lessee for removal  
9 of any trade fixtures that so remain by Lessee upon the expiration or early termination of  
10 the Lease.

11 **9. Permits, Licenses and Taxes.** Lessee shall secure, at its expense, all  
12 necessary permits and licenses as it may be required to obtain regarding the  
13 construction, operation, maintenance, and termination or abandonment of activities upon  
14 the Leased Premises, and Lessee shall pay for all fees and taxes levied or required by  
15 any authorized public entity. Lessee acknowledges and agrees that this Temporary  
16 Lease may create a possessory interest subject to property taxation and that Lessee  
17 may be subject to the payment of property taxes levied on such interest. Lessee  
18 acknowledges, understands and agrees that Lessee is solely responsible for the timely  
19 payment and satisfaction of all taxes incurred as a result of this Lease.

20 **10. Improvements.**

21 (a) Lessee shall not perform any improvements or alterations to the Leased  
22 Premises without Lessor's prior written approval.

23 (b) All improvements shall be completed at Lessee's sole cost. Lessee shall pay  
24 for construction of any required utility extensions and hookups (including all related fees  
25 and charges) and any access road improvements. Lessee shall independently verify  
26 availability of all services required for their use and development. Plans for all

1 improvements are to be submitted to County for written approval prior to start of any  
2 construction.

3 (c) Utility Services. It is understood by the parties hereto that utility services are  
4 available in the general vicinity of the Leased Premises, but if further on-site  
5 improvements are required for the provision of usable and operational utilities, Lessee,  
6 at its sole expense, shall extend and/or connect, or cause to be extended and/or  
7 connected, such utility service facilities that may be required or desired by Lessee in the  
8 use, operation, and maintenance of such on-site improvements. Lessee shall pay all  
9 related fees and charges related to such utility extensions and hookups. Lessee shall be  
10 responsible for all connection costs and fees associated with any improvements beyond  
11 those listed in this paragraph, including, but not limited to, water, sewer, electricity,  
12 telephone, and gas service and internet. Scope and installation of all utilities shall be  
13 submitted to County on construction plans and shall be approved by County prior to  
14 connection.

15 County shall not be required to furnish to Lessee or any other occupant of the  
16 Leased Premises during the Term of this Lease, including any extensions thereto, any  
17 water, sewage, gas, heat, air conditioning, light, power, steam, telephone, or any other  
18 utilities, equipment, labor, materials or services of any kind whatsoever.

19 (d) Any improvements, alterations, and installation of fixtures to be undertaken by  
20 Lessee shall have the prior written approval of the County after Lessee has submitted to  
21 County the proposed site plans, building plans, and specifications in writing. In addition,  
22 Lessee acknowledges and agrees that such improvements, alterations, and installation  
23 of fixtures may be subject to County Ordinance Nos. 348 and 457, as well as other  
24 applicable County ordinances, and that Lessee shall fully comply with such ordinances  
25 prior to the commencement of any construction in connection therewith.

1           **11. Compliance with Law.** Lessee shall, at its sole cost and expense, comply  
2 with all of the requirements of all governmental agencies now in force, or which may  
3 hereafter be in force, pertaining to the Leased Premises, and any improvements  
4 hereafter constructed or maintained thereon, and Lessee shall faithfully observe all laws  
5 and ordinances, including but not limited to, the California Environmental Quality Act  
6 (CEQA) and the National Environmental Protection Act (NEPA), now or hereafter in force  
7 in the use of the Leased Premises. Lessee shall also comply with all applicable federal,  
8 state and local laws and regulations and County ordinances. In the event there is a  
9 conflict between the various laws or regulations that may apply, Lessee shall comply  
10 with the more restrictive law or regulation now or hereafter in force in the use of the  
11 Leased Premises.

12           **12. Lessor's Reserved Rights.**

13           (a) The Leased Premises is accepted by Lessee subject to any and all  
14 existing easements or other encumbrances, and County shall have the right to enter  
15 upon the Leased Premises and to install, lay, construct, maintain, repair and operate  
16 such sanitary sewers, drains, storm water sewers, pipelines, manholes, connections,  
17 water, oil and gas pipelines, and telephone and telegraph power lines and such other  
18 facilities and appurtenances necessary or convenient to use in connection therewith,  
19 over, in, upon, through, across and along the Leased Premises or any part thereof.  
20 County also reserves the right to grant franchises, easements, rights of way and permits  
21 in, over and upon, along or across any and all portions of said Leased Premises as  
22 County may elect; provided, however, that no right of the County provided for in this  
23 paragraph shall be executed so as to interfere unreasonably with Lessee's use  
24 hereunder. County shall cause the surface of the Leased Premises to be restored to its  
25 original condition (as they existed prior to any such entry) upon the completion of any  
26 construction by County or its agents. In the event such construction renders any portion

1 of the Leased Premises unusable, the rent shall abate pro rata as to such unusable  
2 portion during the period of such construction. Any right of County set forth in this  
3 paragraph shall not be exercised unless a prior written notice of five(5) days is given to  
4 Lessee; provided, however, in the event such right must be exercised by reason of  
5 emergency, then County shall give Lessee such notice in writing as is reasonable under  
6 the existing circumstances.

7 (b) This Temporary Lease is subject to the provisions set forth in Exhibit  
8 "C" (Federally Required Lease Provisions), attached hereto and incorporated herein by  
9 this reference.

10 **13. Inspection of Premises.**

11 (a) County, through their duly authorized agents, shall have the right to enter  
12 the Leased Premises for the purpose of inspecting, monitoring and evaluating the  
13 obligations of Lessee hereunder and for the purpose of doing any and all things which it  
14 is obligated and has a right to do under this provided that the inspection does not  
15 unreasonably interfere with Lessee's business.

16 (b) If during the course of the inspection, the County, through their duly  
17 authorized agents finds that the Leased Premises is being utilized for any unauthorized  
18 or unlawful activity governed by any local, state, and federal statutes, regulations, rules,  
19 ordinances, and orders now in force or which may be hereafter in force, pertaining to the  
20 Leased Premises, the County shall have the immediate right to terminate the Temporary  
21 Lease by providing Lessee with a thirty (30) day notice to vacate the Leased Premises.

22 **14. Quiet Enjoyment.** Lessee shall have, hold, and quietly enjoy the use of  
23 the Leased Premises so long as Lessee shall fully and faithfully perform the terms and  
24 conditions that the Lessee is required to do under this Lease.

25 **15. Compliance with Government Regulations.** Lessee shall, at Lessee's  
26 sole cost and expense, comply with the requirements of all local, state, and federal



1 statutes, regulations, rules, ordinances, and orders now in force or which may be  
2 hereafter in force, pertaining to the Leased Premises. Lessee shall also comply with all  
3 rules and regulations of the Federal Aviation Administration. The final judgment, decree,  
4 or order of any Court of competent jurisdiction, or the admission of Lessee in any action  
5 or proceedings against Lessee, whether Lessee is a party thereto or not, that Lessee  
6 has violated any such statutes, regulations, rules, ordinances, or orders in the use of the  
7 Leased Premises, shall be conclusive of that fact as between County and Lessee.

8 **16. Discrimination or Segregation**

9 (a) Lessee shall not discriminate in Lessee's recruiting, hiring,  
10 promotion, demotion or termination practice on the basis of race, religious creed, color,  
11 national origin, ancestry, sex, age, physical handicap, medical condition, or marital status  
12 with respect to its use of the Leased Premises hereunder, and Lessee shall comply with  
13 the provisions of the California Fair Employment and Housing Act (Government Code  
14 Sections 12900 et seq.), the Federal Civil Rights Act of 1964 (P. L. 88-352), and all  
15 amendments thereto, Executive Order No. 11246 (30 Federal Register 12319), as  
16 amended, and all Administrative Rules and Regulations issued pursuant to said acts and  
17 orders with respect to its use of the Leased Premises.

18 (b) Lessee shall not discriminate against or cause the segregation of  
19 any person or group of persons on account of race, religious creed, color, national origin,  
20 ancestry, sex, age, physical handicap, medical condition, or marital status in the  
21 occupancy, use, tenure or enjoyment of the Leased Premises, nor shall Lessee, or any  
22 person claiming under or through Lessee, establish or permit any such practice or  
23 practices of discrimination or segregation with reference to the selection, location,  
24 number, use, or occupancy of any persons within the Leased Premises.

25 (c) Lessee assures that it will undertake an affirmative action program  
26 as required by 49 CFR, Part 21, to insure that no person shall on the grounds of race

1 creed, color, national origin, or sex be excluded from participating in any employment  
2 activities covered in 49 CFR, Part 21, with respect to its use of the Leased Premises.  
3 Lessee further assures that no person shall be excluded on these grounds from  
4 participating in or receiving services or benefits of any program or activity covered herein  
5 with respect to its use of the Leased Premises. Lessee further assures that it will require  
6 that its subcontractors and independent contractors provide assurance to Lessee that  
7 they similarly will undertake affirmative action programs and that they will require  
8 assurances from their subcontractors and independent contractors, as required by 49  
9 CFR, Part 21, to the same effect with respect to their use of the Leased Premises.

10 **17. Right to Terminate.**

11 (a) Either party shall have the option to terminate this Temporary Lease  
12 without cause and by providing thirty (30) written notice of such intent to terminate to the  
13 other Party.

14 **18. Default.**

15 (a) Failure or delay by either party to perform any term or provision of this  
16 Temporary Lease constitutes a default under this Lease. The party who fails or delays  
17 must commence to cure, correct or remedy such failure or delay and shall complete such  
18 cure, correction or remedy with reasonable diligence.

19 (b) The injured party shall give written notice of default to the party in  
20 default ("Notice of Default"), specifying the default complained of by the injured party.  
21 Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall  
22 it change the time of default. Except as otherwise expressly provided in this Lease, any  
23 failures or delays by either party in asserting any of its rights and remedies as to any  
24 default shall not operate as a waiver of any default or of any such rights or remedies.  
25 Delays by either party in asserting any of its rights and remedies shall not deprive either  
26

1 party of its right to institute and maintain any actions or proceeding which it may deem  
2 necessary to protect, assert or enforce any such rights or remedies.

3 (c) Except as otherwise provided herein, if a monetary event of default  
4 occurs, prior to exercising any remedies hereunder, the injured party shall give the party  
5 in default written notice of such default. The party in default shall have a period of seven  
6 (7) calendar days after such notice is received or deemed received within which to cure  
7 the default prior to exercise of remedies by the injured party.

8 (d) If non-monetary event of default occurs, prior to exercising any  
9 remedies hereunder, the injured party shall give the party in default notice of such  
10 default. If the default is reasonably capable of being cured within thirty (30) calendar  
11 days after such notice is received or deemed received, the party in default shall have  
12 such period to affect a cure prior to exercise of remedies by the injured party. If the  
13 default is such that it is not reasonably capable of being cured within thirty (30) calendar  
14 days after such notice is received, and the party in default (1) initiates corrective action  
15 within said period, and (2) diligently, continually, and in good faith works to effect a cure  
16 as soon as possible, then the party in default shall have such additional time as is  
17 reasonably necessary to cure the default prior to exercise of any remedies by the injured  
18 party, but in no event no more than forty-five (45) days of receipt of such notice of default  
19 from the injured party.

20 **19. Eminent Domain.** If any portion of the Leased Premises shall be taken by  
21 eminent domain and a portion thereof remains which is usable by Lessee, in its  
22 discretion, for the purposes set forth in Section 3 herein, this Temporary Lease shall, as  
23 to the part taken, terminate as of the date title shall vest in the condemnor, or the date  
24 prejudgment possession is obtained through a court of competent jurisdiction, whichever  
25 is earlier, and the rent payable hereunder shall abate pro rata as to the part taken;  
26 provided, however, in such event County reserves the right to terminate this Temporary

1 Lease as of the date when title to the part taken vests in the condemnor or as of such  
2 date of prejudgment possession. If all of the Leased Premises are taken by eminent  
3 domain, or such part be taken so that the Leased Premises are rendered unusable for  
4 the purposes set forth in Section 3 herein, this Temporary Lease shall terminate. If a  
5 part or all of the Leased Premises be so taken, all compensation awarded upon such  
6 taking shall be apportioned between County and Lessee according to law.

7       **20. Hold Harmless/Indemnification.** Lessee shall indemnify and hold  
8 harmless the County of Riverside, its Agencies, Districts, Special Districts and  
9 Departments, their respective directors, officers, Board of Supervisors, elected and  
10 appointed officials, employees, agents and representatives (the "Indemnified Parties")  
11 from any liability whatsoever, including but not limited to, property damage, bodily injury,  
12 or death, based or asserted upon any services of Lessee, its officers, employees,  
13 subcontractors, agents or representatives arising out of or in any way relating to this  
14 Temporary Lease and Lessee shall defend at its sole expense and pay all costs and  
15 fees, including but not limited to, attorney fees, cost of investigation, defense and  
16 settlements or awards, on behalf of the Indemnified Parties in any claim or action based  
17 upon such liability.

18       With respect to any action or claim subject to indemnification herein by Lessee,  
19 Lessee shall, at Lessee's sole cost, have the right to use counsel of their choice and shall  
20 have the right to adjust, settle, or compromise any such action or claim without the prior  
21 consent of Lessor; provided, however, that any such adjustment, settlement or  
22 compromise in no manner whatsoever limits or circumscribes Lessee's indemnification to  
23 the Indemnified Parties as set forth herein.

24       Lessee's obligation hereunder shall be satisfied when Lessee has provided County  
25 the appropriate form of dismissal relieving County from any liability for the action or claim  
26 involved.



1 The specified insurance limits required in this Temporary Lease shall in no way  
2 limit or circumscribe Lessee's obligations to indemnify and hold harmless the Indemnified  
3 Parties herein from third party claims.

4 In the event there is conflict between this clause and California Civil Code Section  
5 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation  
6 shall not relieve the Lessee from indemnifying the Indemnified Parties to the fullest extent  
7 allowed by law.

8 Lessee shall require each sub-lessee and/or contractor of every tier to indemnify  
9 the County of Riverside relating to any claim(s) arising from their sub-lease and/or  
10 contract.

11 **21. Insurance.** Without limiting or diminishing the Lessee's obligation to  
12 indemnify or hold the County harmless, Lessee shall procure and maintain or cause to  
13 be maintained, at its sole cost and expense, the following insurance coverages during  
14 the term of this Agreement. As respects to the insurance section only, the County herein  
15 refers to the County of Riverside, its Agencies, Districts, Special Districts, and  
16 Departments, their respective directors, officers, Board of Supervisors, employees,  
17 elected or appointed officials, agents or representatives as Additional Insureds.

18 (a) Workers' Compensation:

19 If the Lessee has employees as defined by the State of California, the Lessee  
20 shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed  
21 by the laws of the State of California. Policy shall include Employers' Liability (Coverage  
22 B) including Occupational Disease with limits not less than \$1,000,000 per person per  
23 accident. The policy shall be endorsed to waive subrogation in favor of The County of  
24 Riverside.

25 (b) Commercial General Liability:  
26

1 Commercial General Liability insurance coverage, including but not limited to, premises  
2 liability, unmodified contractual liability, products and completed operations liability,  
3 personal and advertising injury, and cross liability coverage, covering claims which may  
4 arise from or out of Lessee's performance of its obligations hereunder. Policy shall name  
5 the County as Additional Insured. Policy's limit of liability shall not be less than  
6 \$1,000,000 per occurrence combined single limit. If such insurance contains a general  
7 aggregate limit, it shall apply separately to this agreement or be no less than two (2)  
8 times the occurrence limit.

9 (c) Vehicle Liability:

10 If vehicles or mobile equipment are used in the performance of the obligations under this  
11 Agreement, then Lessee shall maintain liability insurance for all owned, non-owned or  
12 hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined  
13 single limit. If such insurance contains a general aggregate limit, it shall apply separately  
14 to this agreement or be no less than two (2) times the occurrence limit. Policy shall name  
15 the County as Additional Insureds.

16 (d) General Insurance Provisions - All lines:

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

22 2) The Lessee must declare its insurance self-insured retention for each  
23 coverage required herein. If any such self-insured retention exceed \$500,000 per  
24 occurrence each such retention shall have the prior written consent of the County Risk  
25 Manager before the commencement of operations under this Agreement. Upon  
26 notification of self-insured retention unacceptable to the County, and at the election of

1 the County's Risk Manager, Lessee's carriers shall either; 1) reduce or eliminate such  
2 self-insured retention as respects this Temporary Lease with the County, or 2) procure  
3 a bond which guarantees payment of losses and related investigations, claims  
4 administration, and defense costs and expenses.

5 3) Lessee shall cause Lessee's insurance carrier(s) to furnish the County of  
6 Riverside with either 1) a properly executed original Certificate(s) of Insurance and  
7 certified original copies of Endorsements effecting coverage as required herein, and 2)  
8 if requested to do so orally or in writing by the County Risk Manager, provide original  
9 Certified copies of policies including all Endorsements and all attachments thereto,  
10 showing such insurance is in full force and effect. Further, said Certificate(s) and policies  
11 of insurance shall contain the covenant of the insurance carrier(s) that a minimum of  
12 thirty (30) days written notice shall be given to the County of Riverside prior to any  
13 material modification, cancellation, expiration or reduction in coverage of such insurance.  
14 If Lessee insurance carrier(s) policies does not meet the minimum notice requirement  
15 found herein, Lessee shall cause Lessee's insurance carrier(s) to furnish a 30 day Notice  
16 of Cancellation Endorsement.

17 4) In the event of a material modification, cancellation, expiration, or reduction  
18 in coverage, this Temporary Lease shall terminate forthwith, unless the County of  
19 Riverside receives, prior to such effective date, another properly executed original  
20 Certificate of Insurance and original copies of endorsements or certified original policies,  
21 including all endorsements and attachments thereto evidencing coverage's set forth  
22 herein and the insurance required herein is in full force and effect. Lessee shall not  
23 commence operations until the County has been furnished original Certificate (s) of  
24 Insurance and certified original copies of endorsements and if requested, certified  
25 original policies of insurance including all endorsements and any and all other  
26 attachments as required in this Section. An individual authorized by the insurance carrier

1 to do so on its behalf shall sign the original endorsements for each policy and the  
2 Certificate of Insurance.

3 5) It is understood and agreed to by the parties hereto that the Lessee's  
4 insurance shall be construed as primary insurance, and the County's insurance and/or  
5 deductibles and/or self-insured retention's or self-insured programs shall not be  
6 construed as contributory.

7 6) If, during the term of this Temporary Lease or any extension thereof, there  
8 is a material change in the scope of services; or, there is a material change in the  
9 equipment to be used in the performance of the scope of work; or, the term of this  
10 Agreement, including any extensions thereof, exceeds five (5) years; the County  
11 reserves the right to adjust the types of insurance and the monetary limits of liability  
12 required under this Agreement, if in the County Risk Management's reasonable  
13 judgment, the amount or type of insurance carried by the Lessee has become  
14 inadequate.

15 7) Lessee shall pass down the insurance obligations contained herein to all  
16 tiers of sublessee's working under this Agreement.

17 8) The insurance requirements contained in this Temporary Lease may be  
18 met with a program(s) of self-insurance acceptable to the County.

19 9) Lessee agrees to notify County of any claim by a third party or any incident or event  
20 that may give rise to a claim arising from the performance of this Agreement.

21 **22. Insurance for Contractors.** During the Lease Term, including any  
22 extensions Lessee shall require each of its contractors to meet all insurance  
23 requirements imposed by this Temporary Lease. These requirements, with the written  
24 approval of the Lessor's Risk Manager, may be modified to reflect the activities  
25 associated with the sublessee or contractor. On every contract the Lessee shall have  
26



1 the contractor name the Lessee and the County by endorsement as an additional insured  
2 and/or have the contractor provide an endorsement waiving subrogation in favor of the  
3 Lessee and the County on every contractor's insurance policy, as applicable.  
4 Certificates and endorsements evidencing compliance with this section will be provided  
5 to the Lessor.

6 **23. Acceptance of Leased Premises.** Prior to the commencement of the  
7 Lease Term, Lessee, at Lessee's sole expense, shall have investigated and approved  
8 the physical condition of, and the condition of title with respect to, the Leased Premises.

9 County makes no representation or warranty, expressed or implied, regarding any  
10 conditions of the Leased Premises. Lessee acknowledges and agrees that County  
11 makes no representation or warranty, express or implied, written or oral, with respect to  
12 the condition of the Leased Premises, or its fitness, or availability for any particular use.

13 County makes no representations, express or implied, with respect to the legality,  
14 fitness, or desirability of the Leased Premises for Lessee's intended use. If Lessee  
15 desires to do so, Lessee shall have the right to conduct its own investigation, to its  
16 satisfaction, with respect to any matters affecting lessee's ability to use the Leased  
17 Premises for Lessee's intended use. The Lessee represents that it has inspected the  
18 Leased Premises and acknowledges and agrees that the Leased Premises shall be  
19 delivered from County to Lessee in an "as is" physical condition, with no warranty,  
20 express or implied by County as to the presence of hazardous substances, or the  
21 condition of the soil, its geology or the presence of known or unknown faults, and fully  
22 assumes any and all risk associated with the use thereof. County shall not be liable to  
23 Lessee, its officers, agents, employees, subcontractors or independent contractors for  
24 any bodily injury, personal injury or property damage suffered by them or others which  
25 may result from hidden, latent or other dangerous conditions in, on upon or within the  
26 Leased Premises. If the condition of the Leased Premises is not in all respects entirely

1 suitable for the use or uses to which such Leased Premises will be put, then it is the sole  
2 responsibility and obligation of Lessee to place the Leased Premises in all respects in a  
3 condition entirely suitable for the development thereof, solely at Lessee's expense.

4       Effective at the commencement of the Lease Term, Lessee waives, releases and  
5 discharges Lessor, its Agencies, Districts, Special Districts and Departments, their  
6 respective directors, officers, Board of Supervisors, Board of Commissioners, elected  
7 and appointed officials, employees, agents, representatives and attorneys, from any and  
8 all present and future claims, demands, suits, legal and administrative proceedings, and  
9 from all liability for damages, losses, costs, liabilities, fees and expenses (including  
10 without limitation, attorneys' fees) arising out of in any way connected with the Lessor's  
11 or Lessee's use, maintenance, ownership or operation of the Leased Premises, any  
12 hazardous substances on the Leased Premises, or the existence of hazardous  
13 substances contamination in any state on the Leased Premises, however the hazardous  
14 substances came to be placed there. Lessee acknowledges that it is aware of and  
15 familiar with the provisions of Section 1542 of the California Civil Code which provides  
16 as follows:

17       "A general release does not extend to claims that the creditor or releasing party  
18 does not know or suspect to exist in his or her favor at the time of executing the release  
19 and that, if known by him or her, would have materially affected his or her settlement with  
20 the debtor or released party."

21       To the extent of the release set forth in this Section 23, Lessee hereby  
22 waives and relinquishes all rights and benefits which it may have under Section 1542 of  
23 California Civil Code.

24       Lessee Initials 

1           **24.    Assignment and Subletting.**

2           (a)    Lessee shall not assign or attempt to assign all or any part of this Temporary  
3 Lease or any right or interest herein, nor make any total or partial sale, transfer,  
4 conveyance or assignment of the whole or any part of the Lessee's interest in the Leased  
5 Premises or the Improvements thereon, or mortgage, hypothecate or otherwise transfer  
6 in any manner any of its rights, duties or obligations hereunder to any person or entity  
7 without the prior written and sole subjective consent of County being first obtained.  
8 Lessee shall submit all documents including financial statements and information  
9 pertaining to any such transaction referenced in the foregoing paragraph to County for  
10 approval prior to entering into such agreements. Lessee shall submit all required  
11 certificates of insurance and endorsements to insurance policies, as required herein, to  
12 County for County's written consent in County's sole and absolute discretion prior to  
13 assignee occupying the Leased Premises.

14           (b)    For the reasons cited above, Lessee represents and agrees for itself and  
15 any successor in interest that without the prior written approval of the County, there shall  
16 be no significant change in the ownership of Lessee or in the relative proportions thereof,  
17 or with respect to the identity of the parties in control of Lessee or the degree thereof, by  
18 any method or means.

19  
20           (c)    Any assignment or transfer of this Agreement or any interest herein, or  
21 significant change in ownership of Lessee, shall require the written approval of the  
22 County. Lessee shall promptly notify the County of any proposed subleases, and all  
23 changes whatsoever in the identity of the parties in control of Lessee or the degree  
24 thereof, of which it or any of its officers have been notified or otherwise have knowledge  
25 or information. This Lease may be terminated by the County if there is any significant  
26 change (voluntary or involuntary) in membership, management or control, of Lessee  
(other than such changes occasioned by the death or incapacity of any individual), or

1 non-County approved subleases. In the event of the death or incapacity of any individual  
2 who controls Lessee or the managing member of Lessee, any resulting change in the  
3 management of the Improvements or the control of the day-to-day operations of the  
4 Leased Premises and the Improvements shall be subject to the sole and subjective  
5 approval of the Assistant County Executive Officer/TLMA Director or designee.

6 (d) Assignments or transfers approved by the County shall be evidenced by the  
7 Lessee's, and assignee's execution of an assignment and assumption agreement  
8 approved as to form and substance by County.

9 (e) During the term of this Temporary Lease, Lessee shall have no right to  
10 sublease all or any part of the Leased Premises.

11 (f) The restrictions on assignment transfer and subleasing contained in this  
12 Section 24 shall be binding on any successors, or heirs of Lessee. The provisions of this  
13 Section 24 shall apply to each successive assignment and transfer in the same manner  
14 as initially applicable to Lessee under the terms set forth herein.

15 **25. Damage or Destruction.**

16 (a) In the event any of the improvements are damaged by an insured  
17 casualty, Lessee shall promptly remove the debris resulting from such event, and within  
18 a reasonable time thereafter shall apply insurance proceeds to the repair or restoration  
19 of the improvements so damaged to their condition immediately prior to such casualty,  
20 such repair or restoration to be performed in accordance with all provisions of this  
21 Temporary Lease.

22 (b) In the event any of the Improvements are damaged by an uninsured  
23 casualty, or the insurance proceeds are insufficient to repair or restore the Improvements  
24 to their condition prior to the casualty, Lessee shall promptly remove the debris resulting  
25 from such event, and within a reasonable time thereafter shall either (i) repair or restore  
26 the improvements so damaged to the extent economically feasible, such repair or



1 restoration to be performed in accordance with all provisions of this Temporary Lease, or  
2 (ii) erect other Improvements in such location, provided all provisions of this Temporary  
3 Lease are complied with to the extent economically feasible, or (iii) if the damage occurs  
4 during the term of the Temporary Lease, Lessee shall demolish the damaged portion of  
5 such improvements, restore any remaining improvements to an architectural whole,  
6 remove all rubbish, and pave or plant grass and otherwise restore the area to a neat,  
7 orderly, sanitary and attractive condition. County shall have the option to choose among  
8 the aforesaid alternatives, but Lessee shall be obligated to perform one of such  
9 alternatives.

10 Except as expressly provided in this Temporary Lease, no deprivation,  
11 impairment, or limitation of use resulting from any damage or destruction or event or  
12 work contemplated by this Section 28 shall entitle Lessee to any offset, abatement, or  
13 reduction in Rent, nor to any termination or extension of the Term hereof.

14 **26. Toxic Materials.**

15 During the term of this Temporary Lease and any extensions thereof, Lessee shall  
16 not violate any federal, state, or local law, or ordinance or regulation relating to industrial  
17 hygiene or to the environmental condition on, under or about the Leased Premises  
18 including, but not limited to, soil, air, and groundwater conditions. Further, Lessee, its  
19 successors, assigns and Lessee shall not use, generate, manufacture, produce, store or  
20 dispose of on, under, or about the Leased Premises or transport to or from the Leased  
21 Premises any flammable explosives, asbestos, radioactive materials, hazardous wastes,  
22 toxic substances or related injurious materials, whether injurious by themselves or in  
23 combination with other materials (collectively, "hazardous materials"). For the purpose  
24 of this Lease, hazardous materials shall include, but not be limited to, substances defined  
25 as "hazardous substances," "hazardous materials," or "toxic substances" in the  
26 Comprehensive Environmental Response, Compensation and Liability Act of 1980, as

1 amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act,  
2 49 U.S.C. Section 5101, et seq.; the Resource Conservation and Recovery Act, 42  
3 U.S.C. Section 6901, et seq.; and those substances defined as "hazardous wastes" in  
4 Section 25117 of the California Health and Safety Code or as "hazardous substances"  
5 in Section 25316 of the California Health and Safety Code; and in the regulations  
6 adopted in publications promulgated pursuant to said laws now and in the future.

7 **27. National Pollution Discharge Elimination System (NPDES) Permit.**

8 Lessee acknowledges, understands and agrees that it shall comply with California State  
9 Water Resources Control Board general permit requirements now and in the future  
10 relating to storm water discharges associated with business operation activities. Lessee  
11 further acknowledges, understands and agrees that it shall participate in the following  
12 without limitation, the Best Management Practices, Best Available Technology  
13 Economically Achievable, and Best Convention Pollutant Control Technology.

14 **28. Free from Liens; No Encumbrance of Lessor's Fee Estate.** Lessee

15 shall pay, when due, all sums of money that may become due for any labor, services,  
16 material, supplies, or equipment, alleged to have been furnished or to be furnished to  
17 Lessee, in, upon, or about the Leased Premises, and which may be secured by a  
18 mechanics, materialmen's or other lien against the Leased Premises or Lessor's interest  
19 therein, and will cause each such lien to be fully discharged and released at the time the  
20 performance of any obligation secured by such lien matures or becomes due; provided,  
21 however, that if Lessee desire to contest any such lien, it may do so, but notwithstanding  
22 any such contest, if such lien shall be reduced to final judgment, and such judgment or  
23 such process as may be issued for the enforcement thereof is not promptly stayed, or is  
24 so stayed, and said stay thereafter expires, then and in such event, Lessee shall forthwith  
25 pay and discharge said judgment.

1 Lessee shall not encumber Lessor's fee estate in the Airport property with any  
2 mortgage. Lessee shall not place, or allow to be placed, against the Airport property or  
3 any portion thereof, any mortgage, trust deed, encumbrance or lien not authorized by  
4 this Temporary Lease. In addition, Lessee shall remove, or shall have removed, any  
5 levy or attachment made on title to the leasehold estate created by this Temporary Lease  
6 and/or the Airport property (or any portion thereof), or shall assure the satisfaction thereof  
7 within a reasonable time but in any event prior to a sale thereunder. Under no  
8 circumstances whatsoever shall the Lessee allow any security instruments to be  
9 recorded against the Lessor's fee interest in the Airport property.

10 **29. Employees and Agents of Lessee.** It is understood and agreed that all  
11 persons hired or engaged by Lessee shall be considered to be employees or agents of  
12 Lessee and not of Lessor. It is expressly understood and agreed that Lessee (including  
13 its employees, agents and subcontractors) shall in no event be entitled to any benefits  
14 to which County employees are entitled, including but not limited to overtime, any  
15 retirement benefits, worker's compensation benefits, and injury leave or other leave  
16 benefits. There shall be no employer-employee relationship between the parties, and  
17 Lessee shall hold County harmless from any and all claims that may be made against  
18 County based upon any contention by a third party that an employer-employee  
19 relationship exists by reason of this Temporary Lease.

20 **30. Binding on Successors.** Lessee, its assigns and successors in interest,  
21 shall be bound by all the terms and conditions contained in this Temporary Lease, and  
22 all of the parties thereto shall be jointly and severally liable hereunder.

23 **31. Waiver of Performance.** Any waiver by County of any breach of any one  
24 or more of the terms of this Temporary Lease shall not be construed to be a waiver of  
25 any subsequent or other breach of the same or of any other term of this Lease. Failure  
26 on the part of County to require exact, full and complete compliance with any terms of

1 this Lease shall not be construed as in any manner changing the terms or preventing  
2 County from enforcement of the terms of this Temporary Lease.

3       **32. Severability.** In the event any provision of this Temporary Lease is held  
4 by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining  
5 provisions will nevertheless continue in full force without being impaired or invalidated in  
6 any way.

7       **33. Jurisdiction and Venue.** This Temporary Lease is construed under the  
8 laws of the state of California. The Parties agree to the jurisdiction and venue of the  
9 Superior Court in the County of Riverside, State of California. Any action at law or in  
10 equity brought by either of the parties hereto for the purpose of enforcing a right or rights  
11 provided for by this Temporary Lease shall be tried in a Court of competent jurisdiction  
12 in the County of Riverside, State of California, and the parties hereby waive all provisions  
13 of law providing for a change of venue in such proceedings to any other County.

14       **34. Attorney's Fees.** In the event of any litigation or arbitration between  
15 Lessee and County to enforce any of the provisions of this Temporary Lease or any right  
16 of either party hereto, each party to such litigation or arbitration agrees to pay their own  
17 respective costs and expenses, including reasonable attorney's fees, incurred therein.

18       **35. Notices.** Any notices required or desired to be served by either party upon  
19 the other shall be addressed to the respective parties as set forth below:

20       COUNTY

21       Riverside County TLMA/Aviation  
22       4080 Lemon St., 14<sup>th</sup> Floor  
23       Riverside, CA 92501

20       LESSEE

21       Colinas Contractors Inc.,  
22       1990 S. Santa Fe Avenue  
23       Vista, CA 92083  
24       Attn: Modesto Lopez

24 or to such other addresses as from time to time shall be designated by the respective  
25 parties. A change of notification address is required in writing and must be delivered to  
26 the other party.



1 Formal notices demands and communications between County and Lessee shall  
2 be sufficiently given if dispatched by registered or certified mail, postage prepaid, return  
3 receipt requested, to the principal offices of the County and Lessee, as designated in  
4 this Section 35. Any such written notice that is transmitted by electronic facsimile  
5 transmission followed by delivery of a "hard" copy, shall be deemed delivered upon its  
6 transmission; any notice that is personally delivered (including by means of professional  
7 messenger service, by personal service, courier service such as United Parcel Service  
8 or Federal Express, or by U.S. Postal Service), in which event notice shall be deemed  
9 given when actually received the day after the documented date of delivery; and any  
10 notice that is sent by registered or certified mail, postage prepaid, return receipt required  
11 shall be deemed received on the second day of delivery.

12 County shall use good faith efforts to deliver copies of any notices of default  
13 delivered to Lessee to the Encumbrancer, at such addresses for receipt of notice as shall  
14 be provided to the County in writing.

15 **36. Section Headings.** The Section headings herein are for the convenience  
16 of the parties only, and shall not be deemed to govern, limit, modify or in any manner  
17 affect the scope, meaning or intent of the provisions or language of this Temporary  
18 Lease.

19 **37. County's Representative.** County hereby appoints the Assistant County  
20 Executive Officer/TLMA Director or his designee as its authorized representative to  
21 administer this Temporary Lease.

22 **38. No Partnership.** Nothing contained in this Lease shall be deemed or  
23 construed to create a lending partnership, other partnership, joint venture, or any other  
24 relationship between the parties hereto other than County and lessee according to the  
25 provisions contained herein, or cause County to be responsible in any way for the debts  
26 or obligations of Lessee, or any other party.

39. **Non-liability of County Officials and Employees.** No member, official, employee or consultant of County shall be personally liable to the Lessee, or any successor in interest, in the event of any default or breach by the County or for any amount which may become due to the Lessee or to its successor, or on any obligations under the terms of this Temporary Lease.

**40. Agent for Service of Process.**

(a) It is expressly understood and agreed that, in the event Lessee is not a resident of the State of California or it is an association or partnership without a member or partner resident of the State of California, or it is a foreign corporation, then in any such event, Lessee shall file with County's clerk, upon its execution hereof, a designation of a natural person residing in the State of California, giving his or her name, residence and business addresses, as its agent for the purpose of service of process in any court action arising out of or based upon this Temporary Lease, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon Lessee. It is further expressly understood and agreed that if for any reason service of such process upon such agent is not feasible, then in such event Lessee may be personally served with such process out of this County and that such service shall constitute valid service upon Lessee. It is further expressly understood and agreed that Lessee is amenable to the process so served, submits to the jurisdiction of the Court so obtained and waives any and all objections and protests thereto.

41. **FAA Consent to Lease.** Lessee acknowledges that the Hemet-Ryan Airport was transferred to the County by the Federal Government and, as such, may require FAA consent to the Temporary Lease. If so required, the Federal government's approval shall be considered a condition precedent to the effectiveness of this Temporary Lease.

1       **42.    Entire Lease.** This Temporary Lease, including any attachments, exhibits  
2 or addendums, constitutes the entire agreement of the Parties with respect to its subject  
3 matter and is intended by the parties hereto as a final expression of their understanding  
4 with respect to the subject matter hereof and as a complete and exclusive statement of  
5 the terms and conditions thereof and supersedes any and all prior and contemporaneous  
6 leases, agreements and understandings, oral or written, in connection therewith. This  
7 Temporary Lease may only be changed or modified by a written amendment signed by  
8 authorized representatives of both Parties.

9       **43.    Construction of Lease.** The Parties hereto negotiated this Temporary  
10 Lease at arm's length and with the advice of their respective attorneys, and no provisions  
11 contained herein shall be construed against County solely because it prepared this  
12 Lease in its executed form.

13       **44.    Effective Date.** The effective date ("Effective Date") of this Temporary  
14 Lease is the date the Parties execute this Lease. If the Parties execute this Lease on  
15 more than one date, then the date this Lease is executed by the Assistant County  
16 Executive Officer/TLMA Director shall be the Effective Date.

17 //

18 //

19 //

20 //

21 //

22 //

23 //

24 //

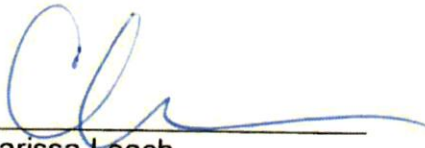
25


26

1 IN WITNESS WHEREOF, the parties have executed this Lease as of the dates set forth  
2 below.

3  
4 LESSOR:  
5 COUNTY OF RIVERSIDE, a  
6 Political Subdivision of the State of  
7 California

LESSEE:  
Colinas Contractors Inc., a California  
corporation


8 By:   
9 Charissa Leach  
10 Assistant CEO/TLMA Director

By:   
Modesto Lopez  
Chief Executive Officer

11  
12 Date: 3/17/22

Date: 2/24/2022

13  
14 APPROVED AS TO FORM:  
15 Gregory P. Priamos, County Counsel

16  
17 By:   
18 Ryan Yabko  
19 Deputy County Counsel

20  
21 Attachments:

- 22 1. Exhibit A: Site Map  
23 2. Exhibit B Space Plan of Leased Premises  
24 3. Exhibit C: Federally Required Lease Provisions  
25  
26



Exhibit A  
Site Map



# Exhibit B Space Plan of Leased Premises

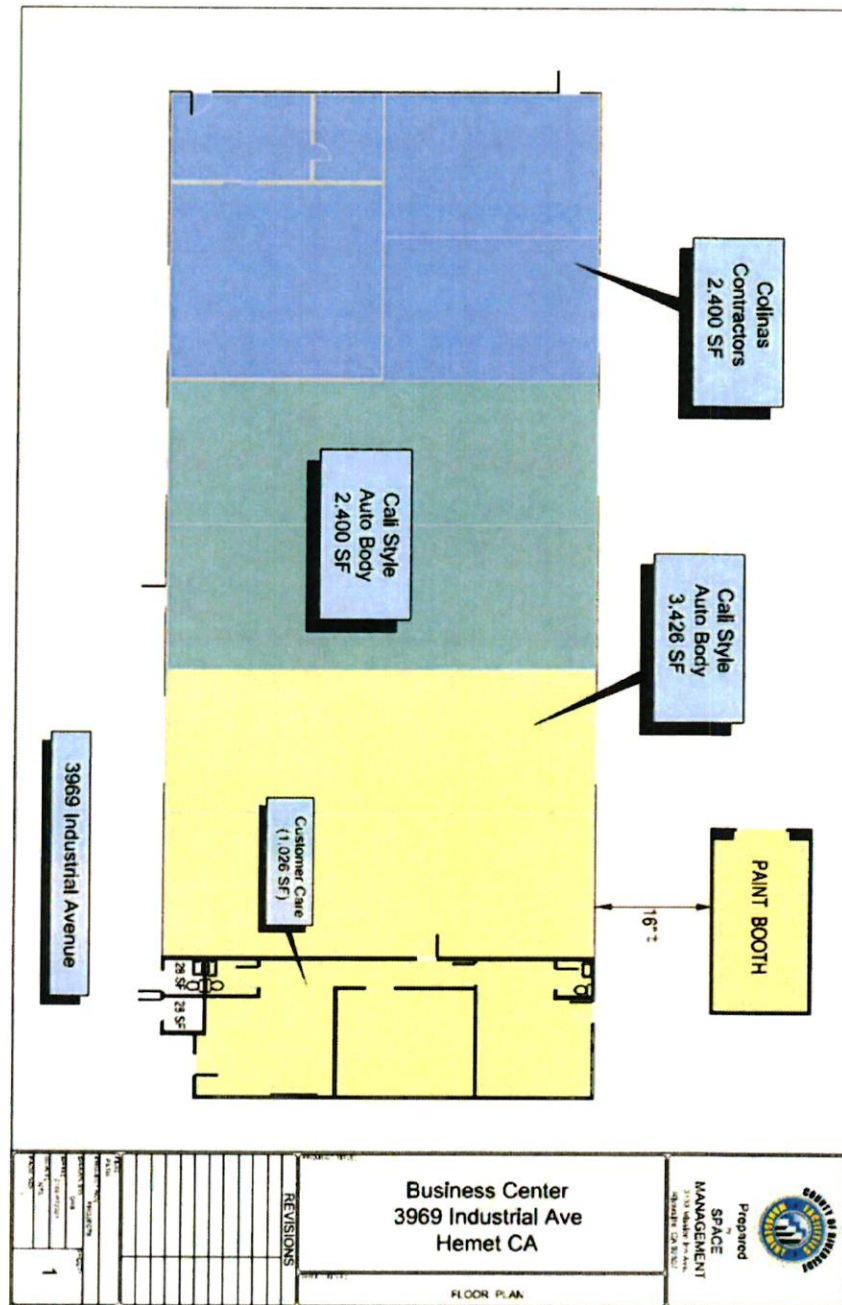


Exhibit C  
Federally Required Lease Provisions

(Attached)

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

## **FEDERALLY REQUIRED LEASE PROVISIONS**

1. The Lessee for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease agreement for a purpose for which a U.S. Department of Transportation (DOT) program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
2. The Lessee for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, and (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
3. That in the event of breach of any of the above nondiscrimination covenants, the County of Riverside, herein called the County, shall have the right to terminate the lease agreement and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease agreement had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed, including expiration of appeal rights.
4. The Lessee shall furnish its accommodations and/or services on a fair, equal, and not unjustly discriminatory basis to all users thereof, and it shall charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; provided, however, that the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar type of price reductions to volume purchasers.



5. Non-compliance with Provision 4 above shall constitute a material breach thereof, and in the event of such noncompliance, the County shall have the right to terminate this lease agreement and the estate thereby created without liability therefore or, at the election of the County or the United States, either or both said Governments shall have the right to judicially enforce these Provisions.
6. The Lessee agrees that it shall insert the above five provisions in any sublease agreement by which said Lessee grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the premises herein leased.
7. The Lessee assures that it will undertake an affirmative action program as required by 14 CFR Par 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Lessee assures that it will require that its covered suborganizations provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR 152, Subpart E, to the same effort.
8. The County reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of the Lessee and without interference or hindrance.
9. The County reserves the right, but shall not be obligated to the Lessee, to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of the Lessee in this regard.
10. This lease agreement shall be subordinate to the provisions and requirements of any existing or future agreement between the County and the United States relative to the development, operation, or maintenance of the airport.
11. There is hereby reserved to the County, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises herein leased. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from, or operating on the Hemet-Ryan Airport.

12. The Lessee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the leased premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the leased premises.
13. The Lessee, by accepting this lease agreement, expressly agrees for itself, its successors and assigns that it will neither erect nor permit the erection of any structure or object, nor permit the growth of any tree, on land leased hereunder with a height that exceeds the height limitation formula specified in Part 77 of the Federal Aviation Regulations without first obtaining the approval of the DOT and the County, which approval can be sought by submitting FAA Form 7460-1 (copy attached). In the event that the aforesaid covenants are breached, the County reserves the right to enter upon the land leased hereunder and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of the Lessee.
14. The Lessee, by accepting this lease agreement, agrees for itself, its successors and assigns that it will not make use of the leased premises in any manner, which might interfere with the landing and taking off of aircraft from Hemet-Ryan Airport or otherwise constitute a hazard. In the event that the aforesaid covenant is breached, the County reserves the right to enter upon the premises hereby leased and cause the abatement of such interference at the expense of the Lessee.
15. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 USC 1349a)
16. This lease agreement and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire affecting the control, operation, regulation, and taking over of said airport or the exclusive or non-exclusive use of the airport by the United States during time of war or national emergency.

