

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 08-045

Approving a Lease Termination Agreement and Relocation Settlement for Real Property, Located at 18442 SE Stark Street, Gresham, Oregon, with Summit Cleaning and Laundry, Inc., for the Purpose of Developing the East County Justice Facility and Authorizing County Chair to Execute Appropriate Documents to Complete the Transaction

The Multnomah County Board of Commissioners Finds:

- a. By Resolution 07-038, dated February 22, 2007, the Board Approved the East County Justice Facility Project Plan ("Project Plan"), which created a capital project and directed Facilities and Property Management Division ("Facilities") to proceed with site acquisition.
- b. By Resolution 07-169, dated November 18, 2007, the Board approved the purchase property located at 18430-18510 SE Stark Street, Gresham, Oregon 97233, ("Property") for the purpose of siting the East County Justice Facility. The acquisition closed in December 2007.
- c. The Property was acquired subject to a leasehold interest ("Lease") held by Summit Cleaning and Laundry, Inc. ("Lessee"). Facilities has conducted extensive negotiations and relocation investigations, both independently and with the Lessee in order to terminate the lease. Facilities has negotiated an all-inclusive settlement with the Lessee. The terms include a total payment of \$150,000, which represents compensation for Lessee's interest in the Property and compensation for all relocation costs to which Lessee is entitled by law as a result of the acquisition of Lessee's lease rights. The settlement will allow site work to commence within thirty (30) days of lease termination on May 21, 2008.
- d. It is in the best interests of the County to terminate the Lease and compensate Lessee for relocation costs on the terms and conditions set forth in the attached Letter of Intent (Exhibit 1).

The Multnomah County Board of Commissioners Resolves:

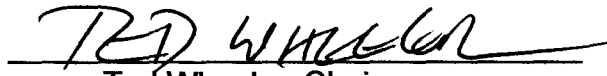
1. It is in the best interests of the County to terminate the Lease with Summit Cleaning and Laundry, Inc., for real property, located at 18442 SE Stark Street, Gresham, OR, and to provide compensation for relocation costs on the terms and conditions outlined in the attached Letter of Intent.

2. The Chair is authorized to execute documents necessary to complete the Lease termination substantially consistent with the terms and conditions set forth in the attached Letter of Intent.

ADOPTED this 17th day of April 2008.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON




Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
John S. Thomas, Deputy County Attorney

SUBMITTED BY:

Carol M. Ford, Director, Dept. of County Management



MULTNOMAH COUNTY OREGON

DEPARTMENT OF COUNTY MANAGEMENT
FACILITIES AND PROPERTY MANAGEMENT DIVISION
401 N DIXON STREET
PORTLAND, OREGON 97227
(503) 988-4149
A. Michael Sublett

BOARD OF COUNTY COMMISSIONERS
TED WHEELER • CHAIR OF THE BOARD
MARIA ROJO DE STEFFEY • DISTRICT 1 COMMISSIONER
JEFF COGEN • DISTRICT 2 COMMISSIONER
LISA NAITO • DISTRICT 3 COMMISSIONER
LONNIE ROBERTS • DISTRICT 4 COMMISSIONER

April 4, 2008

**Summit Cleaning and Laundry, Inc.
c/o Richard Knobeloch
13570 SW 3rd Street
Beaverton, OR 97005**

Dear Dick:

I am pleased that we have reached an agreement on your lease and an all-inclusive settlement for your lease termination and your move and relocation costs:

- 1. PAYMENT:** County will pay \$75,000.00 within fifteen (15) days of execution of a lease termination and settlement agreement. County will pay \$75,000.00 within fifteen (15) days of vacation. The compensation to be paid is for all rights of you and your company in the property currently under lease and all relocation assistance (financial or otherwise) obligations of the County to you and your company under any applicable federal and state laws, codes and regulations as a result of this project. You will not be required to actually relocate your business to another location, or to provide any proof of costs associated with reestablishment of your business at another location. You, on behalf of yourself and your company, agree that prior to payment you will execute documents prepared by the County terminating leasehold rights and acknowledging receipt by you and your company of all relocation compensation and assistance to which you are entitled.
- 2. TERMINATION DATE:** The lease will terminate, and you will vacate no later than, May 21, 2008. No rent or insurance payments will be due from April 1, 2008 to May 21, 2008.
- 3. PROPERTY:** All personal property and fixtures will be removed by that date. Removal of any fixtures by you will be done in a fashion that does not disturb any potential hazardous materials present in the property. Multnomah County may supervise such property removal.

This agreement is subject to approval by the Multnomah County Board of Commissioners.

Please indicate your acceptance of these settlement terms by signing below.

Sincerely,

A. Michael Sublett

Acknowledged:

**Richard Knobeloch, personally and as President of
Summit Cleaning and Laundry, Inc.**