

RESOLUTION NO. 2231

A RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO SIGN THE CONSENT TO THE ASSIGNMENT AND ASSUMPTION OF LEASE (OPERATING AGREEMENT) BETWEEN JACK GLASS AND MARK CRAMLET

THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. Jack Glass has been operating a snack, tackle and supply shop in a building that he remodeled for the City at Glenn Otto Park. According to the initial operating agreement, Mr. Glass is authorized to use the building "for retail sales of snack foods and fishing tackle and supplies and for no other purpose."
2. Mr. Glass requested and was granted June 26, 2012 by Resolution 2165, the third and final five (5) year extension under Section 2 of the agreement, with a lease rate of \$300 per month.
3. The terms of the agreement provide that it may not be assigned without the written consent of the City, in the City's sole discretion.
4. Mr. Glass has requested to assign all his rights, title and interest under the agreement to Mr. Mark Cramlett, and to be relieved of any further obligations thereunder.
5. Mr. Mark Cramlet, intends to accept the assignment and assume all obligations of the Operator and be responsible for complying with all the provisions of the agreement.
6. Mr. Glass and Mr. Cramlet anticipate executing an Assignment and Assumption Agreement to which the City must consent in order for it to become effective.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TROUTDALE:

Section 1. The City Manager is authorized to sign a Consent to Assignment and Assumption Agreement in substantial conformity with Exhibit "B" of the Staff Report.

Section 2. This Resolution shall take effect upon adoption.

YEAS: 7
NAYS: 0
ABSTAINED: 0

Doug Daoust

Doug Daoust, Mayor

Date 11/14/13

Debbie Stickney

Debbie Stickney, City Recorder

Adopted: November 12, 2013

ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

DATE: October 15, 2013
BETWEEN: Jack Glass ("Operator");
AND: Mark Cramlet ("Assignee")

Jack Glass ("Operator") is a party to a Fourth Amended Construction and Operating Agreement dated June 26, 2012 (the "Lease"), a copy of which is attached to this Assignment and Assumption of Lease Agreement ("this Agreement") as Exhibit A, and by this reference incorporated herein, pertaining to certain real property and improvements located in Troutdale, Oregon particularly described in the Lease (the "Premises").

Operator desires to assign and Mark Cramlet ("Assignee") desires to accept all Operator's rights, duties and continuing obligations pursuant to the Lease.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Operator, Assignee, and the City agree as follows:

Section 1. Assignment and Assumption

1.1 Assignment. Operator hereby assigns to Assignee all rights, title, and interests under the Lease, effective on September 1, 2013 (the "Effective Date").

1.2 Assumption. Assignee hereby accepts the assignment and assumes and agrees to perform all obligations of Operator under the Lease and in strict accordance with the terms of the Lease, from and after the Effective Date.

1.3 Notices. From and after the Effective Date, the addresses for the Assignor, Assignee, and the Lessor for all notices shall be:

To (Lessor):
City of Troutdale
219 E. Historic Columbia River Hwy
Troutdale, OR 97060
Attn: City Manager

To (Assignor):
Jack V. Glass
1409 Historic Columbia River Hwy
Troutdale, OR 97060

To (Assignee):
Mark Cramlet
2905 SE Palmquist Road #22,
Gresham, OR 97080

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first set forth above.

Operator:

Assignee:

Jack Glass

Mark Cramlet

Consent; Release

Lessor's Consent. Lessor hereby consents to the assignment of the Lease in accordance with, and subject to, the terms, conditions, and covenants of the foregoing Assignment. Consent by Lessor to this transfer is not consent to other, future transfers or a waiver of the assignment restriction provision in the Lease.

Release. The City hereby releases Jack Glass, as Operator, from any and all continuing duties, responsibilities, and liabilities arising from the Lease. Further, the City hereafter agrees it shall seek enforcement of any and all rents, duties, responsibilities, and remedies arising from the Lease exclusively against Mark Cramlet, Assignee, from and after the Effective Date.

City of Troutdale:

By: _____
City Manager