



Elizabeth Comfort  
Finance Director

**Department of Finance**

Public Services Building  
2051 Kaen Road, Suite 490 | Oregon City, OR 97045

May 16, 2024

BCC Agenda Date/Item: \_\_\_\_\_

Board of County Commissioners  
Clackamas County

**Approval of a Parking Lot Lease Agreement with Edington Properties, LLC for nine (9) parking spaces at the 713 Main Street Parking Lot. Total lease amendment value is \$14,625.00 from July 1, 2024 through July 31, 2025. Funding is through the Facilities Management allocated budget. No County General Funds are involved.**

<b>Previous Board Action/Review</b>	Briefed at Issues May 14, 2024		
<b>Performance Clackamas</b>	Supporting the building of strong infrastructure and public trust through good government and safe and secure facilities.		
<b>Counsel Review</b>	Yes	<b>Procurement Review</b>	No
<b>Contact Person</b>	Jeff Jorgensen	<b>Contact Phone</b>	971-221-8033

**EXECUTIVE SUMMARY:**

This lease agreement is creating a legal document for the lease of nine (9) parking spaces for the County and State Courts staff in a parking lot in close proximity to the current Clackamas County Courthouse. These parking space have been leased by the County since 2013 just after completion of the Courthouse Sally Port Expansion Project. When numerous parking spaces were given up for the expansion of the Courthouse Building footprint. An agreement was made between the County and State Courts to lease additional parking spaces to support continued Courthouse operations into the future.

This lease agreement will be in effect from July 1, 2024 through July 31, 2025 (13 months) to allow for the moving of County and State Courts staff into the new Clackamas County Courthouse during the summer of 2025.

**RECOMMENDATION:** Staff respectfully recommends that the Board approve and sign the Lease Agreement with Edington Properties, LLC.

Respectfully submitted,

*Elizabeth Comfort*

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Director Finance

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**PARKING SPACE LEASE AGREEMENT**

- I. **The Parties.** This agreement dated May 6, 2024 is by and between Edginton Properties, LLC with a mailing address of PO Box 1321, Manzanita, OR 97130 \*Hereinafter known as the "Lessor") and **Clackamas County, with a street address of 1710 Red Soils Court, Oregon City, OR 97045** (Hereinafter known as the 'Lessee') for **nine (9)** parking spaces located at 713 Main Street, Oregon City, OR 97045. **Spaces: 5, 6, 9, 10, 34, 35, 37, 38, 39.** This agreement is effective upon execution by both parties. This agreement shall supersede all previous communications, representations, or agreements, either oral or written between the parties.
  
- II. **Term.** The tenancy shall be on a fixed term.  
This agreement is effective **July 1, 2024 and ends on July 31, 2025.**
  
- III. **Rent.** The payment of rent by the Lessee to the Lessor shall be due on the first (1st) of every month in the amount of **\$1,125** (\$125/space) USD. Payment shall be delivered to the Lessor by the Lessee in the following manner: via check to the Lessor's mailing address provided, via Quickbooks, or via ACH transfer. A \$25 late fee will be assessed on the 11th day if payment has not been received by the 10th day.
  
- IV. **Subletting.** The lessee is not allowed to sublease (sublet) the space without the direct written consent from the Lessor.
  
- V. **Current Registration & Insurance.** Lessee may only use the space for vehicles that are up-to-date with all State and local registrations. In addition, all vehicles must maintain current insurance that is legal under the State of registration.
  
- VI. **Maintenance.** Lessee is required to keep the vehicle in good repair and free of hazardous leaks of oils or liquids. No repairs of any type are allowed on the parking space and, if needed, must be towed to a location that allows such activities.
  
- VII. **Use of Space & Damage.** The use of the space may only be for the parking of a vehicle that is owned/leased by the owner. No storage of personal property may be allowed in the space. Lessor is not liable for any damage done to the vehicle or personal property taken from it. All liability to the vehicle and personal property will be the responsibility of the Lessee.
  
- VIII. **Termination.** Either party may terminate this Agreement by providing a 30 day written notice to the other party. Any such notice shall be directed to a party at the party's address as listed below in this Agreement.
  
- IX. **Governing Law.** This agreement shall be governed under the laws in the State of Oregon.

Lessor's Signature:  \_\_\_\_\_ Date: 05/06/24  
Edginton Properties, LLC / Jenna Edginton

Lessee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
BCC / Tootie Smith