

**RESOLUTION NO. 2278**

**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING EXECUTION OF A SETTLEMENT AGREEMENT WITH THUNDERBIRD MOBILE CLUB, L.L.C.**

WHEREAS, in 2006, Thunderbird Mobile Club, L.L.C. (TMC), filed a declaratory judgment action in Clackamas County Circuit Court, Case No. CV0511027, challenging the City's Mobile Home Park Closure Ordinance on state and federal constitutional grounds; and

WHEREAS, in 2007, the Circuit Court declared the ordinance invalid and enjoined the City from enforcing the closure ordinance against TMC; and

WHEREAS, the City appealed the judgment to the Oregon Court of Appeals, and in 2010, the Court reversed the trial court and remanded the matter to the Circuit Court for further proceedings; and

WHEREAS, during the pendency of the appeal, TMC closed the mobile home park and evicted park residents; and

WHEREAS, TMC and the City wish to preclude further litigation and provide the manner in which TMC will obtain the Mobile Home Park Closure permit, so as to timely provide a measure of compensation due former tenants under the permit; and

WHEREAS, the parties have negotiated a settlement agreement to achieve these ends; and

WHEREAS, TMC has applied for development plan approval for the southern portion of the former park property; and

WHEREAS, the negotiated agreement draft is attached as Exhibit A, the essential features of which are described as follows:

- 1) A precondition to the settlement agreement is receipt of the development permits by TMC, and approval by other parties to collateral litigation, referenced in the agreement. The approval of development permits involve a discretionary land use hearing process and no promise or guarantees have been made by the City as to outcome.
- 2) Upon these preconditions, TMC will deposit with the City \$750,000.00 into a compensation fund for former tenants.
- 3) The City will deem the deposit full compliance with outstanding mobile home park closure permit requirements.

- 4) The parties will jointly and with due diligence locate former residents who, upon release of the parties, may claim and receive a pro rata portion of the compensation fund.
- 5) Upon payment into the compensation fund, issuance of the park closure permit, and the occurrence of various other requirements, the parties will dismiss all current and potential litigation regarding the closure of the Thunderbird Mobile Home park, and


WHEREAS, entry into the settlement agreement is in the public interest as it efficiently resolves doubtful and disputed claims and facilitates timely payment of some, though not all, of the compensation due former park residents.

NOW, THEREFORE, THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

Section 1. The City Council hereby authorizes the acting City Manager to sign the settlement agreement attached hereto as Exhibit A and, with legal and other staff, administer its terms.

Section 2. This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a special meeting thereof this 24<sup>th</sup> day of February 2011, and filed with the Wilsonville City Recorder this date.

  
TIM KNAPP, Mayor

ATTEST:

  
Sandra C. King, MMC, City Recorder

SUMMARY OF VOTES:

Mayor Knapp	Yes
Councilor Goddard	Yes
Councilor Núñez	Excused
Councilor Hurst	Yes
Councilor Starr	Yes

Attachment: Exhibit A. Draft Settlement Agreement

## SETTLEMENT AGREEMENT

This Settlement Agreement is made effective this 23<sup>rd</sup> day of February, 2011, by and between the City of Wilsonville ("City") and Thunderbird Mobile Club, L.L.C ("Thunderbird").

### RECITALS

**A.** Thunderbird is the owner and future owner of certain real property located in the City and legally described on Exhibit A (the "Property").

**B.** Thunderbird operated a manufactured dwelling park on the Property (the "Park") until 2006, and the Property is now vacant.

**C.** The City adopted a Park Closure Ordinance.

**D.** Thunderbird and the City are parties in a lawsuit entitled Thunderbird Mobile Club, L.L.C v. City of Wilsonville, Oregon, pending in Clackamas County Circuit Court, Case No. CV 0511-0027 (the "Lawsuit"). Thunderbird also filed precautionary claims with the Oregon Land Use Board of Appeals and the Oregon Tax Court, and the Land Use Board of Appeals has been dismissed while the Oregon Tax Court action has been stayed pending resolution of the Lawsuit (the "Other Action").

**E.** The City desires to obtain the benefits of the Park Closure Ordinance for the Park's tenants as soon as possible.

**F.** To avoid the risk and uncertainty of future litigation, and to expedite the funding of the payments to the Closure Fund as defined below, Thunderbird and the City have agreed to settle the Lawsuit and the Other Action on the terms and conditions set forth in this Settlement Agreement ("Settlement Agreement").

**G.** The parties intend for this Agreement to be a global settlement of all matters between the City and Thunderbird, Roger P. Ash, The Ash Organization, Inc., and any related entities and individuals.

### AGREEMENT

NOW, THEREFORE, in consideration of the above Recitals (which are acknowledged to be true and correct, are contractual in nature and not mere recitals, and are hereby incorporated into this Agreement) and the promises and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party, the parties agree as follows:

**1. Abatement and Dismissal of Lawsuit.** Upon execution of this Agreement, the parties shall apply to Clackamas County Circuit Court for an order abating further action in the Lawsuit pending satisfaction of the conditions of this Agreement. Upon satisfaction of all conditions set forth in this Agreement, the parties will dismiss the Lawsuit and Other Action, with prejudice and without the award of attorney fees, costs, or disbursements to either party.

**2. Conditions.** The conditions to dismissal of the Lawsuit and the Other Action are:  
(a) the establishment and funding of a Park closure fund ("Closure Fund") pursuant to the terms

and conditions of Section 4; (b) the issuance by the City of a mobile home closure permit ("Park Closure Permit") pursuant to the terms and conditions of Section 3; and (c) the approval by the City of a Thunderbird site plan for the development of the Property acceptable to Thunderbird pursuant to the terms and conditions herein.

**3. Waiver of Requirements.** Due to the vacancy of the Park, certain issues relating to the Park closure are moot. Accordingly, except as provided in this Section 3, the City will not require Thunderbird to submit a closure impact report, relocation plan, notification of tenants, required findings or other reports, narratives, plans, or other relief relating to prospective mobile home park closures as provided for in the City's Mobile Home Park Closures ordinance. Thunderbird will, however, apply for a Park Closure Permit upon approval of Thunderbird's site plan for the Property. The City will waive the application fee for the Park Closure Permit and will not require any other conditions for the issuance of the Park Closure Permit other than those set forth herein.

**4. Closure Permit.** A condition to the City's issuance of the Park Closure Permit is the establishment and funding of a Closure Fund and payment of the water bill/utility charges set forth in Section 5. The agreed upon amount to be deposited into the Closure Fund is \$750,000. The Closure Fund shall be governed by the following terms:

**4.1** Subject to written approval of Wells Fargo Bank, N.A., as trustee for the registered holders of Banc of America Commercial Mortgage, Inc., Commercial Mortgage Pass-Through Certificates, Series 2004-3, and serviced by Midland Loan Services, Inc., the lender secured by the Property, the Closure Fund will be fully funded when the Entitlements Contingency, as defined below, is satisfied, and the City has issued a Park Closure Permit.

**4.2** As used below, the term "Phase 1 Project" means the development of 367 units on the land south of the natural resource area of the Property. The Phase 1 Project will include approximately 314 multifamily rental units on land designated as "Parcel 1" and approximately 53 for-sale units on land designated as "Parcel 2".

Entitlement Contingency – means that the Property shall have received approval from the City of Wilsonville and/or other applicable government agencies of the entitlements required to develop the Phase I Project, Application DB11-0005, 6, 7, 9, 10, 11, 12, and SI11-001, including, to the extent required:

- (1) Preliminary Approval of the Planned Development (Stage I) for the Phase 1 Project (including both Parcel 1, Parcel 2, and Parcel 3);
- (2) Land Partition - Tentative and Final Plat Approval to separate the Property into three parcels (Parcel 1, Parcel 2, and Parcel 3), with conditions acceptable to Thunderbird;
- (3) Final Approval of the Planned Development (Stage II) for Parcel 1 and Parcel 2 only;
- (4) SROZ/SRIR Review for the Phase 1 Project (including both Parcel 1 and Parcel 2);

- (5) Site Design Review for the Planned Development (Stage III) for Parcel 1 and Parcel 2 only;
- (6) Type C Tree Removal Permit for the Phase 1 Project (including both Parcel 1 and Parcel 2);
- (7) Division of State Lands permits related to sewer connections for Parcel 1 and Parcel 2 only;
- (8) Other required discretionary land use approvals for the Phase 1 Project;
- (9) Confirmation of availability of infrastructure and impact credits for the entire Property;
- (10) Confirmation of availability of utilities and vehicular and pedestrian ingress and egress to and from public roads for the Phase 1 Project; and
- (11) A development agreement, if required, between Thunderbird and the City.

Items 1-11 are collectively referred to as the "Entitlements". The Entitlements must be on terms and conditions acceptable to Thunderbird in its commercially reasonable discretion, and all applicable appeal periods for the Entitlements shall have expired without an appeal or challenge being filed (or if an appeal or challenge is filed, a final non-appealable judgment shall have been rendered that is satisfactory to Thunderbird).

**4.3** Compliance with the payment of funds into the Closure Fund and payment of the utility/water bill, as set forth below in Section 5, will be a development permit condition of approval and a necessary precondition for issuance of building permits for the Property, or portion thereof, and appropriately specified in the records of the City.

**4.4** Upon satisfaction of all conditions set forth in this Agreement and dismissal of the Lawsuit and Other Action, notice of the establishment of the Closure Fund ("Fund Notice") will be given to the tenants who were given notice of closure of the Park pursuant to Oregon law, as set forth on the list of tenants attached hereto as Exhibit B. The Fund Notice shall be given jointly by the City and Thunderbird. The Fund Notice shall include the claim form a tenant must file. The Fund Notice shall be given to the tenants at such tenants' last known addresses. Reasonable efforts will be made by Thunderbird and the City to locate tenants who have moved from their last known addresses. The time period for tenants to file claims, and the timing of the payments to be made from the Closure Fund, shall be at the discretion of the City.

**4.5** To participate in the Closure Fund, tenants to whom a Fund Notice is given will be required to complete and provide claim forms to the manager of the Closure Fund (as determined by the City pursuant to Section 4.8) specifying whether they relocated or abandoned their manufactured dwelling units. The City will resolve any dispute as to the class of claimant. The manager of the Closure Fund will allow or deny the claims submitted by tenants who received Fund Notices.

**4.6** On approval of a tenant's claims, the tenant will be paid from the Closure Fund in amounts agreed upon jointly by the parties. Payments will be for approved amounts and will be made only when the Closure Fund has been fully funded and upon each tenant's execution of a satisfaction of all claims, *i.e.* a global release, against Thunderbird and related parties in the

form attached hereto as Exhibit C, and conveyance of the original fully executed release to Thunderbird. Any funds remaining in the Closure Fund after payment of all claims, will be paid to the City, or as the City may designate in its sole discretion. In the event that claims exceed the funds available in the Closure Fund, the City will designate a payment allocation among tenants who file claims that are approved for payment.

4.7 The obligation of Thunderbird to fund the Closure Fund will be unsecured and will not encumber the Property or Thunderbird's development of the Property, except as noted above as a condition of approval of the issuance of development permits and issuance of building permits.

4.8 The City will manage the Closure Fund. Thunderbird will have access to all documents and oversight at its discretion.

**5. Payment of Water Bill/Utility Charges.** When the Entitlements Contingency is satisfied, and the City has issued a Park Closure Permit, Thunderbird will pay the City \$181,943 at 2% per annum, with interest commencing January 20, 2011 for water and utility services. Payment will be accepted by the City as payment in full of all funds owed for utility services to the Property or owed by Thunderbird or any other parties released by this Settlement Agreement through the date of the obligation to fund the Closure Fund.

## **6. Mutual Release.**

6.1 In exchange for the covenants and obligations contained in this Agreement, the City, for itself, its successors, assigns, agents, and legal representatives, hereby releases and forever discharges Thunderbird, The Ash Organization, Inc., Roger P. Ash, their successors, assigns, agents, heirs, legal representatives, past, present, and future officers, directors, members, managers, shareholders, attorneys, parent companies, subsidiaries, affiliates, partners, predecessors and successors in interest, and all other persons or entities with respect to which Thunderbird, The Ash Organization, Inc., or Roger P. Ash, or any of them, may now or hereafter be affiliated (collectively, the "Thunderbird Releasees"), of and from any and all manner of action or actions, suits, debts, covenants, warranties, contracts, torts, claims, demands, and any and all other liabilities of any kind whatsoever, in law or equity, whether past, present, or future, known or unknown, that the City has, may have had, or may have in the future against the Thunderbird Releasees, or any of them, arising from or related to the Lawsuit, the Other Action, or the closure of the Park (the "City Release"). The City Release includes, but is not limited to, all claims and actions that have been or could have been asserted or pled by the City against the Thunderbird Releasees, or any of them, in the Lawsuit or the Other Action or that have or could have arisen out of the closure of the Park. The City understands and agrees that it is permanently barred from making any claim against the Thunderbird Releasees, or any of them, in the future with respect to claims arising from or related to those claims raised, or which could have been raised, in the Lawsuit or the Other Action or arising from or could have arisen from the closure of the Park.

6.2 In exchange for the covenants and obligations contained in this Agreement, the Thunderbird Releasees, and each of them, for themselves, their heirs, successors, assigns, agents, and legal representatives, hereby release and forever discharge the City, its successors, assigns,

agents, and legal representatives (collectively, the "City Releasees"), of and from any and all manner of action or actions, suits, debts, covenants, warranties, contracts, torts, claims, demands, and any and all other liabilities of any kind whatsoever, in law or equity, whether past, present, or future, known or unknown, that the Thunderbird Releasees, or any of them, has or may have had, or may have in the future, against the City Releasees, or any of them, arising from or related to the Lawsuit, the Other Action, or the closure of the Park (the "Thunderbird Release"). The Thunderbird Release includes, but is not limited to, all claims and actions that have been or could have been asserted or pled by the Thunderbird Releasees, or any of them, against the City Releasees, or any of them, in the Lawsuit or the Other Action or that have or could have arisen out of the closure of the Park. The Thunderbird Releasees understand and agree that they are permanently barred from making any claim against the City Releasees, or any of them, in the future with respect to claims arising from or related to those claims raised, or which could have been raised, in the Lawsuit or the Other Action or arising from the closure of the Park.

**7. Confidentiality of Settlement.** With the exception of disclosure of the Closure Fund, Thunderbird and the City each agree to keep the terms and conditions of this Agreement completely confidential until receipt of written approval under Section 4.1, or necessary during the development approval process. Thunderbird and the City each may disseminate the terms of this Agreement only: (a) as necessary for internal administrative purposes; and (b) to its legal and tax advisors for the purpose of legal or tax advice. All persons receiving this Agreement or the information contained in it must be informed of these confidentiality requirements. This provision does not prohibit disclosure of information compelled by legal process or otherwise required by law.

**8. Statement on Liability.** Thunderbird and the City agree and understand that this Agreement is a compromise of disputed claims and that there is a valid dispute between Thunderbird and the City concerning certain matters, including, without limitation, those asserted in the Lawsuit and the Other Action. The fact that this Agreement has been entered into shall not be construed as an admission of liability by Thunderbird or the City.

## **9. Miscellaneous.**

**9.1** Neither party may assign its rights or obligations under this Agreement without the written consent of the other party, which shall not be unreasonably withheld, conditioned, or delayed; provided, however, that Thunderbird has entered into a Contribution Agreement with Holland Acquisition Co., LLC, pursuant to which Thunderbird and Holland may, on satisfaction of specified conditions, form a joint venture to own and develop the Property. The Property may be conveyed into the joint venture.

**9.2** This Agreement sets forth the complete understanding of the parties relating to the subject matter of this Agreement and supersedes any and all prior or contemporaneous written or oral agreements, understandings, and representations relating to such matters.

**9.3** This Agreement may only be modified in writing signed by the parties. No oral statements, representations, or course of conduct inconsistent with the provisions of this Agreement shall be effective or binding on any party regardless of any reliance thereon by the other.

**9.4** All notices and other communications under this Agreement must be in writing and will be deemed to have been given if delivered personally, sent by facsimile or electronic mail (with confirmation), mailed by certified mail, postage prepaid, return receipt requested, or delivered by an overnight delivery service (with confirmation), to the parties at the following addresses or facsimile numbers (or at such other address or facsimile number as a party may designate by like notice to the other parties):

To Thunderbird: Thunderbird Mobile Club, L.L.C  
Attn: Joyce O'Donnell  
625 Victoria Pl  
West Linn OR 97068  
Email: joyceod@comcast.net

Thunderbird Mobile Club, L.L.C.  
Attn: Stanley Ash  
1925 SW Childs Rd  
Lake Oswego OR 97034  
Facsimile: (503) 454-0407  
Email: stanash@teleport.com

With Copy to: Robert F. Blackmore  
Jordan Schrader Ramis PC  
Two Centerpointe Dr 6th Fl  
Lake Oswego OR 97035  
Facsimile: (503) 598-7373  
Email: bob.blackmore@jordanschrader.com

To the City: City of Wilsonville  
Attn: Michael E. Kohlhoff  
29799 SW Town Center Lp E  
Wilsonville OR 97070  
Facsimile: (503) 682-1015  
Email: kohlhoff@ci.wilsonville.or.us

Any notice or other communication will be deemed to be given (a) on the date of personal delivery, (b) three days after the date of deposit in the United States mail, or (c) on the date of confirmed delivery by facsimile, electronic mail, or overnight delivery service.

**9.5** This Agreement shall be construed and enforced in accordance with the laws of the State of Oregon, except that (notwithstanding any rules of construction to the contrary) no provision or ambiguity shall be strictly construed against any party by virtue of that party having drafted or prepared the same.

**9.6** Captions of any section or paragraph of this Agreement are for the convenience of reference only and shall not define or limit the scope of any provisions contained therein.



9.7 Whenever possible, each provision of this Agreement shall be interpreted in such a manner so as to be effective and valid under applicable law. However, if any provision is prohibited by or found to be invalid or unenforceable under applicable law or for any other reason or under particular circumstances: (a) the same shall not affect the validity or enforceability of such provision under any other circumstances or of the remaining provisions of this Agreement; (b) such provision shall be deemed automatically amended with the least changes necessary so as to be valid and enforceable and consistent with the intent of such provision as originally stated.

9.8 This Agreement shall be binding on and inure to the benefit of the parties and their respective agents, representatives, successors, and assigns.

9.9 This Agreement shall not create any right or responsibility which is legally enforceable by any person or entity against any party and creates no right in third parties of the right to judicial review regarding the acts or omissions of any Party. There are no third-party beneficiaries to this Agreement.

9.10 In entering into this Agreement, the parties represent that they have completely read the Agreement, fully understand its legal consequences, and voluntarily accept its terms.

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9.11 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original. All counterparts shall constitute one agreement binding on all parties, notwithstanding that not all the parties are signatories to the same counterpart.

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

**THUNDERBIRD**

**CITY**

**Thunderbird Mobile Club, L.L.C,**  
an Oregon limited liability company

**City of Wilsonville**

By: The Ash Organization, Inc., an Oregon Corporation, its sole Member

By: Jeanna Troha

Name: Jeanna Troha

By: Joyce O'Donnell, Pres.  
Joyce O'Donnell, President

Its: City manager Pro Tem

As to Section 6.2 only.

Joyce O'Donnell, Pres.  
Joyce O'Donnell, Co-Personal Representative  
for the estate of Roger P. Ash

**The Ash Organization, Inc.,**  
an Oregon corporation

By: Joyce O'Donnell, Pres.  
Joyce O'Donnell, President

**Exhibit A  
Property**

Parcels 1, 2 and 3, PARTITION PLAT NO. 2002-006, a duly filed plat, in the City of Wilsonville, County Clackamas and State of Oregon.

With regard to Parcel 3, it has been, and continues to be, operating property of the Park, Thunderbird is authorized by the owner of record to proceed with planning and land development of Parcel 3 as part of the Park, and Thunderbird will be acquiring fee ownership of Parcel 3 prior to the funding of the Closure Fund.

**Exhibit B  
Tenant List**

Please See Attached List.

Royal and Rosemarie Acker  
28853 SW Thunderbird Drive  
Wilsonville OR 97070

Betty Agnew and Larry Agnew  
8667 SW Indian Lane  
Wilsonville OR 97070

Annette Ahalt  
28121 SW Sioux Terrace  
Wilsonville OR 97070

Laura Alfara and Larry Mitchell  
28676 SW Thunderbird Drive  
Wilsonville OR 97070

Mary Ashford  
28112 SW Navajo Terrace  
Wilsonville OR 97070

Alexander and Jeanne Bailey  
28142 SW Mohave Terrace  
Wilsonville OR 97070

R.J. and Shirley Bolman  
8658 SW Klamath Circle  
Wilsonville OR 97070

Margaret (Peggy) Boss  
28747 SW Pawnee Loop  
Wilsonville OR 97070

Homer Bricker  
28246 SW Pueblo Terrace  
Wilsonville OR 97070

Nancy Brown  
28180 SW Sioux Terrace  
Wilsonville OR 97070

Mickey (Mildred) Brown  
8874 SW Modoc Court  
Wilsonville OR 97070

Vicki Brown  
28546 SW Thunderbird Drive  
Wilsonville OR 97070

Virginia Brown  
8872 SW Cherokee Lane  
Wilsonville OR 97070

Joan Bryans  
28146 SW Navajo Terrace  
Wilsonville OR 97070

Joseph Buxton  
8513 SW Sequoia Circle  
Wilsonville OR 97070

Salvatore "Sam" and Jean  
Campagna  
8801 SW Shoshone Court  
Wilsonville OR 97070

David and Dorene Carnahan  
8872 SW Shoshone Court  
Wilsonville OR 97070

Richard and Velma Berry and  
Hope and Ray Lambert  
8850 SW Modoc Court  
Wilsonville OR 97070

Albert and Catherine Barber  
8579 SW Apache Court  
Wilsonville OR 97070

Sharon Carr  
8886 SW Modoc Court  
Wilsonville OR 97070

Roderick and Genevieve Fenton  
8854 SW Shoshone Court  
Wilsonville OR 97070

Curt Higginbotham  
28657 SW Hopi Place  
Wilsonville OR 97070

Shirley Izatt  
28062 SW Pueblo Terrace  
Wilsonville OR 97070

Oliver Jones  
28631 SW Pawnee Loop  
Wilsonville OR 97070

Bill and Marlene Olson  
8836 SW Shoshone Court  
Wilsonville OR 97070

Gertrude Castle  
29000 SW Thunderbird Drive  
Wilsonville OR 97070

Steven Chevalier  
8657 SW Sequoia Circle  
Wilsonville OR 97070

George & Merle Blue  
28193 SW Mohave Terrace  
Wilsonville OR 97070

Kim Coon  
28646 SW Hopi Place  
Wilsonville OR 97070

Kenneth and Pauline Coursey  
8845 SW Indian Lane  
Wilsonville OR 97070

Doris Child  
28120 SW Sioux Terrace  
Wilsonville OR 97070

Yan Zao Wu, Lian-Jie Lu and  
Maxine O'Neal  
8639 SW Sequoia Circle  
Wilsonville OR 97070

Leslee Davis  
28626 SW Thunderbird Drive  
Wilsonville OR 97070

Harold Rolfe  
28149 SW Navajo Terrace  
Wilsonville OR 97070

Anna Maria Dubas  
8668 SW Mohawk Circle  
Wilsonville OR 97070

Patricia Gadoua  
8602 SW Klamath Circle  
Wilsonville OR 97070

Norma Wilson  
8626 SW Klamath Circle  
Wilsonville OR 97070

Edward and Kim Elliott  
28381 SW Thunderbird Drive  
Wilsonville OR 97070

Helen Evans  
28346 SW Thunderbird Drive  
Wilsonville OR 97070

Anny Farmer  
28202 SW Sioux Terrace  
Wilsonville OR 97070

Bonnie Feebeck  
8593 SW Sequoia Circle  
Wilsonville OR 97070

Eugene and Diane Finnell  
28759 SW Thunderbird Drive  
Wilsonville OR 97070

Dale and Jane Powell  
8682 SW Klamath Circle  
Wilsonville OR 97070

Gary and Freya Skiller  
28624 SW Hopi Place  
Wilsonville OR 97070

Jamie Frazier  
28095 SW Navajo Terrace  
Wilsonville OR 97070

Julene Frison  
28613 SW Hopi Place  
Wilsonville OR 97070

Betty Fullerton  
28389 SW Thunderbird Drive  
Wilsonville OR 97070

Lois Stevenson  
8594 SW Klamath Circle  
Wilsonville OR 97070

Arlene Gray  
28178 SW Sioux Terrace  
Wilsonville OR 97070

Betty Gregory  
28194 SW Mohave Terrace  
Wilsonville OR 97070

Carolyn Griesbach  
28435 SW Thunderbird Drive  
Wilsonville OR 97070

Alvin and Barbara Prather  
28533 SW Thunderbird Drive  
Wilsonville OR 97070

Gladys Helsing  
28397 SW Thunderbird Drive  
Wilsonville OR 97070

George Hessevick  
28643 SW Pawnee Loop  
Wilsonville OR 97070

Arlan Nisly  
8799 SW Indian Lane  
Wilsonville OR 97070

Betty Hoen  
28668 SW Hopi Place  
Wilsonville OR 97070

Nadine Hoiland  
28702 SW Thunderbird Drive  
Wilsonville OR 97070

Elinor Hopper  
28374 SW Thunderbird Drive  
Wilsonville OR 97070

Ed Hughes  
28160 SW Pueblo Terrace  
Wilsonville OR 97070

Wayne Instenes  
28231 SW Pueblo Terrace  
Wilsonville OR 97070

Mary Ann Jennings  
8792 SW Mohawk Circle  
Wilsonville OR 97070

Floyd & Patricia Winslow  
28962 SW Thunderbird Drive  
Wilsonville OR 97070

Betty Johnston  
8676 SW Mohawk Circle  
Wilsonville OR 97070

George and Mary Kalousek  
28785 SW Thunderbird Drive  
Wilsonville OR 97070

Roy and Cathy Kaufman  
28893 SW Thunderbird Drive  
Wilsonville OR 97070

Iva Keith  
8601 SW Sequoia Circle  
Wilsonville OR 97070

Annette Langmack  
28419 SW Thunderbird Drive  
Wilsonville OR 97070

Sandra Kennedy  
8636 SW Mohawk Circle  
Wilsonville OR 97070

Estella Mae Kern and Dwane  
Manwiller  
28706 SW Pawnee Loop  
Wilsonville OR 97070

Wayne and Iva Freitag  
28154 SW Sioux Terrace  
Wilsonville OR 97070

Patricia Byers and Marberry  
Benson  
8809 SW Shoshone Court  
Wilsonville OR 97070

David Hoffman  
28182 SW Mohave Terrace  
Wilsonville OR 97070

Anthony Lajcin  
28175 SW Sioux Terrace  
Wilsonville OR 97070

Robert Langmack  
PO Box 3380  
Wilsonville OR 97070

El Frieda Kimmel  
8713 SW Sequoia Circle  
Wilsonville OR 97070

Patricia Lee  
8623 SW Indian Lane  
Wilsonville OR 97070

Vera Loar  
28914 SW Thunderbird Drive  
Wilsonville OR 97070

Eric and Margy Cecil  
8765 SW Indian Lane  
Wilsonville OR 97070

Ted Edlin and Rachel Baggett  
28051 SW Navajo Terrace  
Wilsonville OR 97070

Elvina Johnson  
28668 SW Thunderbird Drive  
Wilsonville OR 97070

Wanda Hendrick  
PO Box 2419  
Wilsonville OR 97070

Sandra Pervine  
8804 SW Cherokee Lane  
Wilsonville OR 97070

Carol Hall  
8862 SW Modoc Court  
Wilsonville OR 97070

Emily Pekarchuk  
28721 SW Thunderbird Drive  
Wilsonville OR 97070

James and Daisy Hutchinson and  
Mary Houts  
28084 SW Mohave Terrace  
Wilsonville OR 97070

Vicki Hopfer  
8531 SW Apache Court  
Wilsonville OR 97070

Ethel Makin  
28662 SW Pawnee Loop  
Wilsonville OR 97070

Maxine Mallicoat  
28839 SW Thunderbird Drive  
Wilsonville OR 97070

William Mann  
8799 SW Mohawk Circle  
Wilsonville OR 97070

Valerie Maxwell  
28600 SW Thunderbird Drive  
Wilsonville OR 97070

Mary McKay  
8558 SW Klamath Circle  
Wilsonville OR 97070

Betty Menconi  
8557 SW Apache Court  
Wilsonville OR 97070

George Meredith  
28224 SW Pueblo Terrace  
Wilsonville OR 97070

Gary Michael  
28193 SW Sioux Terrace  
Wilsonville OR 97070

Linda Michael  
28319 SW Thunderbird Drive  
Wilsonville OR 97070

Mary Michael  
8682 SW Cherokee Lane  
Wilsonville OR 97070

Charles and Willa Miller  
28731 SW Pawnee Loop  
Wilsonville OR 97070

Beverly Mitchell  
28172 SW Pueblo Terrace  
Wilsonville OR 97070

Marjorie Montague  
PO Box 326  
Wilsonville OR 97070

Gary Moon  
8575 SW Sequoia Circle  
Wilsonville OR 97070

Charles Morgan  
28139 SW Sioux Terrace  
Wilsonville OR 97070

Phyllis Mullens  
PO Box 266  
Wilsonville OR 97070

Konrad Obermeier  
28687 SW Pawnee Loop  
Wilsonville OR 97070

Thelma O'Brien  
8743 SW Cherokee Lane  
Wilsonville OR 97070

Evelyn Losinger  
8562 SW Sequoia Circle  
Wilsonville OR 97070

Robert and Lois Walsh  
8800 SW Shoshone Court  
Wilsonville OR 97070

Raymond Parke  
28135 SW Mohave Terrace  
Wilsonville OR 97070

Regena Parker  
8649 SW Klamath Circle  
Wilsonville OR 97070

Glenna Patnode  
8539 SW Sequoia Circle  
Wilsonville OR 97070

Glen and Audrey Peterson  
28821 SW Thunderbird Drive  
Wilsonville OR 97070

Patricia Pittman  
28574 SW Thunderbird Drive  
Wilsonville OR 97070

Lyle and Marla Potapenko  
28592 Thunderbird Drive  
Wilsonville OR 97070

Kathleen Braden  
28065 SW Sioux Terrace  
Wilsonville OR 97070

Donna Holland  
8663 SW Mohawk Circle  
Wilsonville OR 97070

Ethel Rankin  
8818 SW Shoshone Court  
Wilsonville OR 97070

George and Mary Dunford  
28665 SW Pawnee Loop  
Wilsonville OR 97070

Herbert and Gail Richards  
8838 SW Modoc Court  
Wilsonville OR 97070

Herb Brigham  
8758 SW Mohawk Circle  
Wilsonville OR 97070

Jay Sample  
28710 SW Thunderbird Drive  
Wilsonville OR 97070

Richard Sands  
28474 SW Thunderbird Drive  
Wilsonville OR 97070



Patricia Shank  
28438 SW Thunderbird Drive  
Wilsonville OR 97070

Betty Shuell  
28635 SW Hopi Place  
Wilsonville OR 97070

Agnes Smith  
28345 SW Thunderbird Drive  
Wilsonville OR 97070

Kenneth & Claudia Baum and  
James Baum  
28589 SW Thunderbird Drive  
Wilsonville OR 97070

Joe Warner  
8704 SW Mohawk Circle  
Wilsonville OR 97070

Erma Steinfeldt  
8545 SW Apache Court  
Wilsonville OR 97070

Elizabeth Steinmetz  
28427 SW Thunderbird Drive  
Wilsonville OR 97070

Pamela Negra  
28093 SW Sioux Terrace  
Wilsonville OR 97070

Donna Stewart  
28124 SW Navajo Terrace  
Wilsonville OR 97070

Roger and Nancy Stone  
28754 SW Thunderbird Drive  
Wilsonville OR 97070

Warren & Will Foote  
28911 SW Thunderbird Drive  
Wilsonville OR 97070

E.H. Thurstonson  
28221 SW Navajo Terrace  
Wilsonville OR 97070

Dena Kline  
28167 SW Sioux Terrace  
Wilsonville OR 97070

James and Phyllis Tooley  
8675 SW Sequoia Circle  
Wilsonville OR 97070

Carol Tracy  
8687 SW Mohawk Circle  
Wilsonville OR 97070

Jean Webster Tsokos  
28500 SW Thunderbird Drive  
Wilsonville OR 97070

Albert and Evelyn Turner  
28101 SW Mohave Terrace  
Wilsonville OR 97070

Cleason Unruh  
8711 SW Indian Lane  
Wilsonville OR 97070

Shirley Wertz and Ira Card  
28236 SW Sioux Terrace  
Wilsonville OR 97070

Sarah Jane West and Georgiana  
Eversole  
8760 SW Cherokee Lane  
Wilsonville OR 97070

Ronald Willis  
8655 SW Indian Lane  
Wilsonville OR 97070

Richard McDevitt  
28401 SW Thunderbird Drive  
Wilsonville OR 97070

Phebe Arnold  
8821 SW Indian Lane  
Wilsonville OR 97070

Linda Vogel  
28119 SW Mohave Terrace  
Wilsonville OR 97070

Buner & Billie J. Ellis  
8712 SW Mohawk Circle  
Wilsonville OR 97070

Addi Farley  
PO Box 2658  
Wilsonville OR 97070

Marcia Fitzgerald  
8667 SW Klamath Circle  
Wilsonville OR 97070

Mary Hughes  
8557 SW Sequoia Circle  
Wilsonville OR 97070

Clara Kirk  
8672 Klamath Circle  
Wilsonville OR 97070

Allen and Lynnea Kloch  
8704 SW Cherokee Lane  
Wilsonville OR 97070

Ruth Lukens  
28896 SW Thunderbird Drive  
Wilsonville OR 97070

Kathy Murphree  
8695 SW Cherokee Lane  
Wilsonville OR 97070

Elizabeth Palmer  
28403 SW Thunderbird Drive  
Wilsonville OR 97070

Dolores and Faith Payton  
28182 SW Navajo Terrace  
Wilsonville OR 97070

William and Luba Prohoroff  
28178 SW Pueblo Terrace  
Wilsonville OR 97070

Edward and Ruby Root  
8679 Klamath Circle  
Wilsonville OR 97070

Lester & Marlene Chase  
28748 Pawnee Loop  
Wilsonville OR 97070

Alvin Strauss  
PO Box 542  
Wilsonville OR 97070

Raul and Alice Trevino  
28755 SW Pawnee Loop  
Wilsonville OR 97070

C.C. Whitcomb and LaDean Clark  
8733 SW Indian Lane  
Wilsonville OR 97070

Elizabeth "Jane" Miller  
8889 SW Shoshone Court  
Wilsonville OR 97070

Sidney and Linda Shewchuk  
28875 S. W. Thunderbird Drive  
Wilsonville OR 97070

Florence Willson  
28642 S.W. Thunderbird Drive  
Wilsonville OR 97070

Betty Conley  
8521 S.W. Sequoia Circle  
Wilsonville OR 97070

Margaret Baasch  
8828 SW Indian Lane  
Wilsonville OR 97070

Michael Nehl  
28177 SW Navajo Terrace  
Wilsonville OR 97070

Howard & Phyllis Rice  
11440 SW Paulina Drive  
Wilsonville OR 97070

Leroy and Margie Stidhem  
8836 SW Cherokee Lane  
Wilsonville OR 97070

Janyce Rodenmayer  
28650 SW Thunderbird Drive  
Wilsonville OR 97070

Gladys Poarch  
8861 SW Cherokee Lane  
Wilsonville OR 97070

Edward Wilson  
8777 SW Indian Lane  
Wilsonville OR 97070

Michael Grimes  
28154 SW Mohave Terrace  
Wilsonville OR 97070

Barbara Ricker  
8770 SW Indian Lane  
Wilsonville OR 97070

Ann Hodges  
28199 SW Navajo Terrace  
Wilsonville OR 97070

David Strand  
8784 SW Mohawk Circle  
Wilsonville OR 97070

Nancy Downs  
PO Box 525  
Wilsonville OR 97070

Emanuel Soare  
8675 SW Mohawk Circle  
Wilsonville OR 97070

**Exhibit C  
Form of Release**

**TENANT'S RELEASE**

The undersigned ("Tenant") is a former tenant of the Thunderbird Mobile Home Park ("Park") located in Wilsonville, Oregon. In consideration of the payment of \$\_\_\_\_\_ made to Tenant from the Thunderbird Mobile Home Park Closure Fund established by Thunderbird Mobile Club, L.L.C. ("Thunderbird") with the City of Wilsonville ("City"), Tenant, for himself or herself, and his or her heirs, successors, assigns, agents, and legal representatives, hereby releases and forever discharges City, Thunderbird, The Ash Organization, Inc., Roger P. Ash, their successors, assigns, agents, heirs, legal representatives, past, present, and future officers, directors, members, managers, shareholders, attorneys, parent companies, subsidiaries, affiliates, partners, predecessors and successors in interest, and all other persons or entities with respect to which Thunderbird, The Ash Organization, Inc., or Roger P. Ash, or any of them, may now or hereafter be affiliated (collectively, the "Releasees"), of and from any and all manner of action or actions, suits, debts, covenants, warranties, contracts, torts, claims, demands, and any and all other liabilities of any kind whatsoever, in law or equity, whether past, present, or future, known or unknown, that Tenant now has, may have had, or may have in the future against the Releasees, or any of them, arising from or related in any way to the Tenant's tenancy in the Park or the operation or closure of the Park (the "Release").

Tenant understands and agrees that by signing this Release, he or she is permanently barred from making any claim against the Releasees, or any of them, in the future with respect to claims released in this Tenant's Release.

Dated: \_\_\_\_\_

**TENANT**

\_\_\_\_\_  
Printed Name: \_\_\_\_\_