

## **STORMWATER IMPROVEMENT AGREEMENT**

This is an agreement ("Agreement") by and between the City of Portland, a municipal corporation of the State of Oregon, by and through its Water Bureau ("City") and Meadowland Mobile Home Park, LLC, a corporation in good standing in the state of Oregon, and James M. Larson and Marcella Teran, as Trustees for the Larson Family Trust, and Robert J. Zimmer and Wanda J. Zimmer, collectively known for the purposes of this Agreement as "Meadowland".

### **RECITALS**

WHEREAS, the City maintains low traffic facilities related to its water system on Powell Butte; and

WHEREAS, Powell Butte rises several hundred feet above Powell Boulevard; and

WHEREAS, after the installation of the City's facilities Meadowland purchased the property at the bottom of Powell Butte, which property sits below the steep slope of Powell Butte and had previously been in use as a dairy, and developed by a predecessor owner into a mobile home park before it was purchased by Meadowland; and

WHEREAS, the natural drainage for Powell Butte includes the slope above the mobile home park; and

WHEREAS, some storms have resulted in periodic storm runoff reaching the mobile home park; and

WHEREAS, this periodic runoff is a disputed matter between Meadowland and its seller; and

WHEREAS, this periodic runoff has also led to discussions between Meadowland and the City regarding the runoff and other issues including property line issues between the City and Meadowland properties; and

WHEREAS, both the City and Meadowland desire, without any admissions of liability, to mitigate damages, if any, and to resolve any and all issues between them.

NOW, THEREFORE, the Parties agree as follows:

1. City's Obligations

- a. Perform the following stormwater improvements to substantially mitigate, but not totally eliminate, flows to the Meadowland property. This work will be designed to store and infiltrate stormwater from up to and including a 10-year, 24-hour storm as defined by the City of Portland, Stormwater Management Manual, Revision 3, of September 1, 2004 (which is incorporated herein by this reference).
  - i. Construct an infiltration swale adjacent to the 158<sup>th</sup> Avenue access road on Water Bureau property south of S.E. Powell Boulevard.
  - ii. Remove culverts No. 2, No. 3, No. 4 and No. 5 as identified in the project plans for Water Bureau Project #1118, Powell Butte Maintenance – Stormwater, which project plans are incorporated herein by this reference.
  - iii. Install ditch inlets, manholes and piping to convey the water currently going to culverts No. 2, No. 3, No. 4 and No. 5 away from the MHP.
  - iv. Maintain all stormwater mitigation improvements in good working order.
- b. Install and maintain an 8-foot high chain link fence along the new property line resulting from this Agreement between City property and the Meadowland Mobile Home Park.

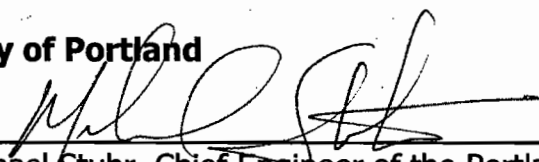
2. Obligations of Meadowland

- a. Deed to the City 0.625 acres of land, legally described in Exhibit A to this agreement and incorporated herein by this reference, within two months of the City's signature on this Agreement.
- b. Provide all surveying, plans, paperwork, and fees required to perform any required property line adjustment to its existing property, and all costs associated therewith, in order to deed the above described property to the City.
- c. Meadowland (as defined in this Agreement) shall not pursue legal action against the City of Portland, or any of its bureaus, in the name

of any of the entities or persons designated "Meadowland" for the purposes of this Agreement or in the name of any other party or through any other party for any possible, actual or alleged effects of past, present or future stormwater runoff onto the Meadowland Mobile Home Park property and in no case pursue legal action against the City for any effects or consequences of a weather event that exceeds a 10-year, 24-hour storm or for any effects arising out of any failure on the part of Meadowland to provide stormwater disposal facilities on the Meadowland property adequate to drain the Meadowland property as needed to permit any intended use of the said property.

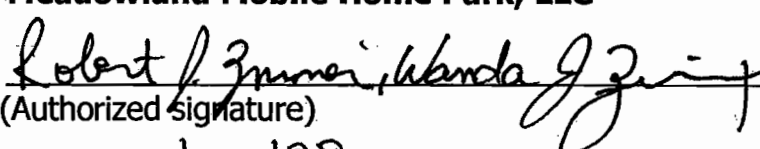
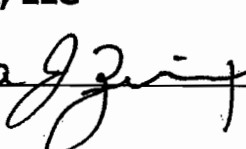
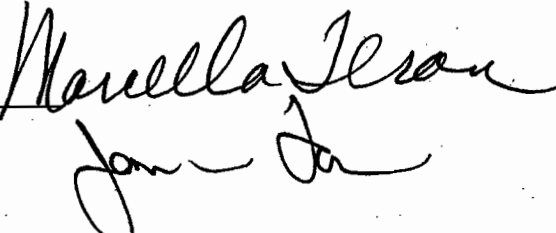
- d. Record the property transfer, with the City of Portland as Grantee and Meadowland MHP as Grantor, with Multnomah County within two months of the City's signature on this Agreement.
- e. Provide the City with a notarized copy of the recorded deed and filing no later than one month after the filing of the deed with the County.

**City of Portland**

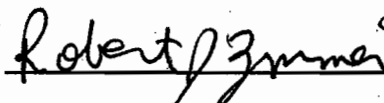
  
\_\_\_\_\_  
Michael Stuhr, Chief Engineer of the Portland Water Bureau

Date: 9/5/08

**Meadowland Mobile Home Park, LLC**


  
(Authorized signature)  
  
  
Date: 8/22/08

**Robert J. Zimmer**

  
\_\_\_\_\_

Date: 8/22/08

**Wanda J. Zimmer**

  
\_\_\_\_\_

Date: 8/22/08

James M. Larson  
James M. Larson – Trustee for The Larson Family Trust

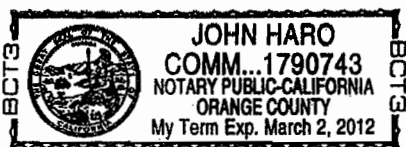
Date: 8/22/08

Marcella Teran  
Marcella Teran – Trustee for The Larson Family Trust

Date: 8/22/08

STATE OF CALIFORNIA )  
County of ORANGE ) ss.

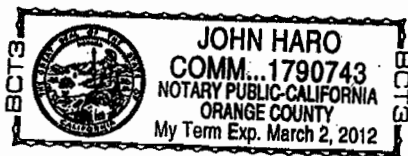
This instrument was acknowledged before me on 22ND AUG 2008,  
2008, by James M. Larson.



[Signature]  
Notary Public  
My Commission Expires: MAR 2, 2012

STATE OF CALIFORNIA )  
County of ORANGE ) ss.

This instrument was acknowledged before me on 22ND AUG 2008,  
2008, by Marcella Teran.



[Signature]  
Notary Public  
My Commission Expires: MAR 2, 2012

STATE OF CALIFORNIA

)

) ss.

County of ORANGE

)

This instrument was acknowledged before me on 22ND AUG 2008,  
2008, by Robert J. Zimmer.



  
Notary Public  
My Commission Expires: MAR 2 2012

STATE OF CALIFORNIA

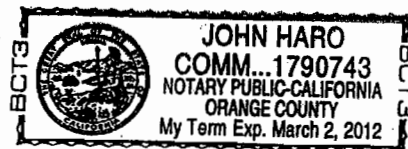
)

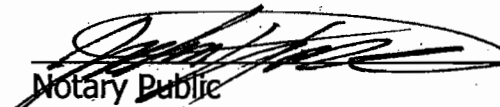
) ss.

County of ORANGE

)

This instrument was acknowledged before me on 22ND AUG 2008,  
2008, by Wanda J. Zimmer.



  
Notary Public  
My Commission Expires: MAR 2 2012

APPROVED AS TO FORM

  
CITY ATTORNEY

JUNE 5, 2008

ACCOUNT NO.: 02160.PLA

(REVISED JUNE 17, 2008)

(REVISED JUNE 24, 2008)

**LEGAL DESCRIPTION FOR ROBERT ZIMMER**

(PROPOSED TRANSFER TRACT – PORTION OF TAX LOT 500 & TAX LOT 600,  
MULTNOMAH CO. ASSESSOR'S MAP NO. 1S 2E 12 & INDEX)

A TRACT OF LAND SITUATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 12, TOWNSHIP 1 SOUTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, AND THE SOUTHWEST ONE-QUARTER OF SECTION 7, TOWNSHIP 1 SOUTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, ALSO BEING A PORTION OF THE ALONZO GATES DONATION LAND CLAIM, IN THE CITY OF PORTLAND, COUNTY OF MULTNOMAH AND STATE OF OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED AS PARCEL II CONVEYED TO MEADOWLAND MOBILE HOME PARK, LLC, A LIMITED LIABILITY COMPANY, ROBERT J. ZIMMER, ET AL, BY DEED RECORDED AND DESCRIBED IN RECORDER'S FEE NO. 2002-202960, MULTNOMAH COUNTY DEED RECORDS; SAID CORNER BEARS N.89 DEGREES 26'16"W., 366.70 FEET AND N.59 DEGREES 23'38"W., 47.98 FEET FROM THE SOUTHEAST CORNER OF SAID GATES DONATION LAND CLAIM; THENCE CONTINUING N.59 DEGREES 23'38"W., ALONG THE SOUTH LINE OF SAID PARCEL II, A DISTANCE OF 292.50 FEET TO THE SOUTHEAST CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED AS PARCEL I IN SAID RECORDER'S FEE NO. 2002-202960; THENCE NORTHWESTERLY, ALONG THE SOUTH LINE THEREOF, THE FOLLOWING COURSES AND DISTANCES: N.62 DEGREES 50'14"W., A DISTANCE OF 458.00 FEET TO AN ANGLE POINT THEREIN; THENCE N.70 DEGREES 22'55"W., A DISTANCE OF 173.67 TO AN ANGLE POINT THEREIN; THENCE N.75 DEGREES 27'15"W., A DISTANCE OF 215.30 FEET TO AN ANGLE POINT THEREIN; THENCE N.25 DEGREES 45'54"W., A DISTANCE OF 57.96 FEET TO THE WESTERLY SOUTHWEST CORNER OF SAID PARCEL I; THENCE N.7 DEGREES 10'48"E., ALONG THE WEST LINE

PAGE TWO  
TRANSFER TRACT  
(CONT'D.)

THEREOF, A DISTANCE OF 32.12 FEET; THENCE S.09 DEGREES 52'49"E., A DISTANCE OF 38.77 FEET; THENCE S.34 DEGREES 28'00"E., A DISTANCE OF 30.30 FEET; THENCE S.51 DEGREES 07'48"E., A DISTANCE OF 39.73 FEET; THENCE S.68 DEGREES 50'37"E., A DISTANCE OF 34.45 FEET; THENCE S.80 DEGREES 43'17"E., A DISTANCE OF 118.79 FEET; THENCE S.73 DEGREES 50'56"E., A DISTANCE OF 111.05 FEET; THENCE S.67 DEGREES 54'17"E., A DISTANCE OF 184.44 FEET; THENCE S.64 DEGREES 06'50"E., A DISTANCE OF 392.23 FEET; THENCE S.67 DEGREES 56'22"E., A DISTANCE OF 235.08 FEET TO A POINT IN THE EAST LINE OF SAID PARCEL II; THENCE S.00 DEGREES 07'07"E., ALONG SAID EAST LINE, A DISTANCE OF 74.91 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 27,229 SQUARE FEET OR 0.625 ACRES, MORE OR LESS.