

Exhibit A

SETTLEMENT AGREEMENT

The parties to this settlement agreement are Terry Vinocur ("Owner"), and the City of Portland ("City"), a municipal corporation of the State of Oregon (together, "the Parties").

WHEREAS, City has begun construction of the SW 86th Avenue Pump Station and Appurtenances ("the Project"), the site of which is located near Owner's residence at 7090 SW 84th Avenue, Portland, Oregon ("the Property").

WHEREAS, the Washington County Hearings Officer, in Condition of Approval I.B.9 in land use case 12-174-SU/D/FP, required City to "determine what additional measures are feasible to implement in order to reduce . . . impacts" to "any household [with] particular sensitivities to construction . . .";

WHEREAS, Owner asserts that she suffers from particular sensitivities to construction such as that required by the Project;

WHEREAS, Owner has represented to City that Owner intends to relocate permanently in an effort to mitigate the potential effects of the Project on her sensitivities and that Owner has entered into a contract to purchase residential property;

WHEREAS, City has determined that it would be feasible and reasonable to pay a portion of the purchase price of residential property of Owner's choosing ("the Compensation");

WHEREAS, the Parties have agreed upon an amount for the Compensation;

WHEREAS, City will pay the Compensation to Owner upon presentation to City of a copy of Owner's deed for the new residential property; and

WHEREAS, the Parties intend for the Compensation to represent the full extent of City's financial assistance to Owner with regard to the Project.

NOW, THEREFORE, Owner and City agree as follows:

1. Upon the acquisition of residential property of Owner's choosing, Owner will provide City a copy of a fully-executed and recorded deed transferring ownership of the property to Owner.
2. City will mail or otherwise deliver to Owner a check in the amount of \$27,800, which amount will represent the entirety of the Compensation.

3. Owner will not solicit further financial assistance with regard to the Project from any elected officials, officers, employees, or agents of the City of Portland.

4. Owner forever waives all claims against the City or its elected officials, officers, employees, or agents related to or arising from any actual or potential impacts from the Project to her physical or mental health or to her real or personal property.

5. This settlement agreement represents the full and complete agreement between the Parties and supersedes any prior written or oral agreements. The terms of this settlement agreement are contractual and not a mere recital.

6. The Parties, through their respective signatories, represent and warrant that they have carefully read the terms of this settlement agreement and that they are authorized to execute this settlement agreement on behalf of their respective entities.

7. This settlement agreement shall be governed by and construed in accordance with the laws of the State of Oregon with the exception of Oregon's choice-of-law rules if such rules would require application of the law of a different state.

DATED this _____ day of _____, 2013.

CITY OF PORTLAND

OWNER

Bureau of Environmental Services
Director or designee

City Attorney

APPROVED AS TO FORM:
APPROVED AS TO FORM *JVD*
James H. Van Dyke

CITY ATTORNEY
City Attorney