

## **MUTUAL RELEASE AND SETTLEMENT AGREEMENT**

This Global Mutual Release and Settlement Agreement (hereinafter referred to as the "Agreement") is made and entered into between CITY OF OREGON CITY (hereinafter "Plaintiff") and EDWARD HAROLD LINDQUIST, BRADLEY G. HANSON, GWYN L. HANSON, RICHARD D. INGRAM, and MAUREEN D. INGRAM, their heirs, family members, agents, insurers, and successors (hereinafter collectively referred to as "Defendants").

### **FACTS**

Plaintiff owns Waterboard Park in Oregon City, Oregon (hereinafter "Waterboard Park"). Plaintiff filed a lawsuit against Defendant Lindquist and Defendant Terry Zearing in the Circuit Court of the State of Oregon for Clackamas County, Case No. 17CV09685, seeking damages arising out of alleged cutting of trees in Waterboard Park, including but not limited to any alleged cutting up to and including the date of this agreement (hereinafter "the alleged trespass"). Defendant Lindquist filed a third-party complaint against Third-Party Defendants Bradley G. Hanson, Gwyn L. Hanson, Richard D. Ingram, and Maureen A. Ingram seeking contribution for their proportional share of fault of damages arising out of alleged cutting of trees. Plaintiff then filed an amended complaint against Third-Party Defendants Bradley G. Hanson, Gwyn L. Hanson, Richard D. Ingram, and Maureen A. Ingram seeking damages arising out of the same alleged cutting of trees in Waterboard Park.

### **COMPROMISE SETTLEMENT (FULL AND FINAL)**

It is agreed that in consideration of the discharge of Plaintiff's past, present, and future claims, demands, and claims for relief against Defendants, including all expenses, costs and interest from the trial and appeal of the suit which are recoverable against Defendants for money and for damages of every kind and of whatsoever nature or basis, known as well as unknown and unanticipated, in any way caused by or arising out of the above mentioned alleged trespass, Defendants agree to settle with Plaintiff in the amount of TWO HUNDRED SIXTY THOUSAND DOLLARS AND ZERO CENTS (\$260,000.00). This settlement is inclusive of all attorneys' fees and costs, including investigation costs. The undersigned specifically requests that the settlement funds referenced herein be made payable to the Client Trust Account of Garvey Schubert Barer PC fbo City of Oregon City. The settlement payment will be made in one or more payments to be delivered to Garvey Schubert Barer within thirty (30) days of the date this Agreement is fully executed.

Plaintiff and Defendants acknowledge that this Agreement is a full and final compromise, settlement, satisfaction and discharge of all claims, damages, claims for attorneys' fees, losses and expenses, which have resulted from the allegations of Plaintiff's Complaint and Amended Complaint, and Defendant's Third-Party Complaint.

These payments are hereby accepted voluntarily and irrevocably by Plaintiff in final compromise, settlement, satisfaction and discharge of Defendants from all claims, damages, claims for attorney fees, investigation costs, losses and expenses, of which have resulted from the alleged trespass, as well as all claims, damages, and losses which at any time hereafter may arise or in any way result from the alleged trespass.

Plaintiff and Defendants agree that the terms of this Agreement are a compromise settlement of disputed claims and that such actions are not to be regarded as an admission by Defendants of any liability or fault.

### **COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

### **PHOTOCOPIES EFFECTIVE AS ORIGINAL**

The parties agree that a photocopy, facsimile copy, electronic copy, or other signed copy of this Agreement is as effective as the original.

### **DISMISSAL OF LAWSUIT**

The parties direct their respective attorneys to properly execute a stipulated dismissal with prejudice of the above described lawsuit with each side bearing their own attorney fees and costs. It is agreed that when the above described lawsuit is dismissed, it will terminate the lawsuit and each and every cause of action or claim for relief against Defendants Edward Harold Lindquist and Terry Weldon Zearing and Third-Party Defendants Bradley G. Hanson, Gwyn L. Hanson, Richard D. Ingram, and Maureen A. Ingram forever. Plaintiff expressly agrees to dismiss the lawsuit as to all Defendants, including Terry Zearing, with prejudice.

It is further agreed that when the above described lawsuit is dismissed, it will terminate any and all claims arising from the subject matter of the lawsuit between Defendant Edward Harold Lindquist and Third-Party Defendants Bradley G. Hanson, Gwyn L. Hanson, Richard D. Ingram, and Maureen A. Ingram.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Representative of City of Oregon City, Plaintiff

APPROVED AS TO FORM:

\_\_\_\_\_  
Paul H. Trincherro, OSB No. 014397  
Attorney for Plaintiff

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Edward Harold Lindquist, Defendant/Third-Party Plaintiff

APPROVED AS TO FORM:

\_\_\_\_\_  
Katie D. Buxman, OSB No. 061452  
Attorney for Defendant/Third-Party Plaintiff

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Bradley G. Hanson, Third-Party Defendant

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Gwyn L. Hanson, Third-Party Defendant

APPROVED AS TO FORM:

\_\_\_\_\_  
Charlene J. McCarthy, OSB No. 114541  
Attorney for Third-Party Defendants Hansons

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Richard D. Ingram, Third-Party Defendant

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Maureen A. Ingram, Third-Party Defendant

APPROVED AS TO FORM:

\_\_\_\_\_  
Lawrence P. Blunck, OSB No. 841780  
Attorney for Third-Party Defendants Ingrams