

RESOLUTION NO.2006-36

**A RESOLUTION AUTHORIZING EXECUTION AND IMPLEMENTATION OF A MEDIATION AGREEMENT
BETWEEN BLUFFDALE CITY AND PORTER ROCKWELL CENTER, LLC**

WHEREAS, Porter Rockwell Center, LLC ("PRC"), has filed a lawsuit against Bluffdale City and now desires to attempt to settle its claims by entering a Mediation Agreement; and

WHEREAS, BLUFFDALE CITY (the "City"), believes that it is in the best interest of the public to attempt to settle PRC's claims against the City by entering the Mediation Agreement.

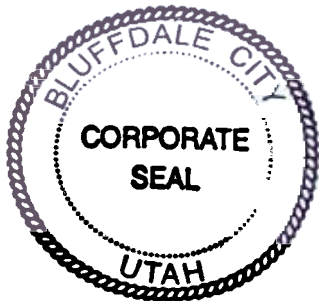
NOW, THEREFORE, BE IT RESOLVED BY THE BLUFFDALE CITY COUNCIL:

Section 1. The Mayor is authorized to execute the Mediation Agreement between Bluffdale City and PRC in the form attached hereto.

Section 2. The Mayor and other appropriate City officials are authorized to perform all acts they deem necessary and appropriate to implement the Agreement and all matters authorized in this Resolution.

Section 3. This Resolution shall become effective immediately upon passage. and authorizes and directs the Mayor to execute and cause to be delivered the same.

PASSED AND APPROVED this 12th day of September, 2006.



BLUFFDALE CITY CORPORATION:

By: 
Claudia Anderson, Mayor

ATTEST:

By: 
Teddie Bell, City Recorder

Voting by the City Council	Yes	No
Councilmember Speed	<u> x </u>	
Councilmember Briggs		
Councilmember Lord	<u> x </u>	
Councilmember Kelley		
Councilmember Maxwell		

MEDIATION AGREEMENT

This **MEDIATION AGREEMENT**(this "Agreement") is made effective as of **Sept. 12, 2006** , by and between Porter Rockwell Center, LLC ("PRC"), and Bluffdale City and the Bluffdale City RDA (hereinafter collectively "Bluffdale"), collectively, the "Parties."

RECITALS

WHEREAS, there is presently a dispute between the Parties regarding impact fees and PRC has filed a lawsuit Bluffdale civil number 040923239; and

WHEREAS, the Parties desire to attempt to settle and terminate all of the claims that exist between them, and to discharge and release each other from all obligations and claims arising out of the dispute;

NOW THEREFORE, in consideration of the mutual covenants set forth below the Parties agree as follows

AGREEMENT

1. **Stay of Litigation.** The Parties agree to stay all litigation while the parties attempt to settle the claims.

2. **EDA Application.** The parties agree to proceed in good faith to prosecute an EDA application through the EDA process. *PRC's [Signature]*

3. **Attorney Communications.** The Parties hereby waive the requirement of their respective attorneys to act as intermediaries for communication purposes while they attempt to settle the claims.

4. **Miscellaneous.** This Agreement represents the entire understanding of the Parties with respect to the claims and supersedes all previous negotiations and understandings. This Agreement is entered into for the sole purpose of settling disputed claims. The signers of this Agreement represent that they have read and understand this Agreement, that they are fully authorized to execute this Agreement on behalf of the Party in the capacity shown, and they have either discussed this Agreement with counsel or have decided to proceed without counsel. *Subject to Bluffdale's City Approval*

PORTER ROCKWELL CENTER, LLC

BLUFFDALE CITY

By

[Signature]
[Signature]

By

[Signature]
Mayor

Its

Its

[Signature]