

SETTLEMENT AGREEMENT AND RELEASE

This SETTLEMENT AGREEMENT AND RELEASE (“Agreement”) is made and entered into by and between the CITY OF GRANTSVILLE, a municipal corporation of the State of Utah (“Grantsville”), and the TOWN OF STOCKTON, a municipal corporation of the State of Utah (“Stockton”); Grantsville and Stockton may be referred to herein collectively as the “Parties”).

RECITALS: THE LITIGATION

A. Grantsville and Stockton (the Plaintiffs) filed a Complaint on June 22, 2001, in the Third District Court, Civil No. 010300671 (the “Litigation”) against the Redevelopment Agency of Tooele (the “RDA”) and Tooele City Corporation, (the Defendants), alleging breach of contract and other causes of action against Defendants as a result of Defendants’ actions related to the Tooele Army Depot Conversion and Reuse Plan.

B. Grantsville City agreed to and has fully funded the litigation against Defendants, and Stockton agreed to and has been named along with Grantsville City as a party plaintiff in these proceedings.

C. The Parties and the Defendants intend to resolve the Litigation pursuant to a separate “Settlement Agreement and Release” (the “Settlement Agreement”) which has been or is in process of being approved and executed by each of said entities. This agreement is conditioned upon each of the entities involved in the foregoing litigation, having approved and executed said separate “Settlement Agreement and Release.”

D. The Settlement Agreement provides for a cash payment to Grantsville, a portion of which will be paid to Stockton. The Settlement Agreement also provides for the financing, design and construction of a library in Grantsville.

AGREEMENT

In consideration of the mutual promises, covenants, releases, and agreements contained herein, the Parties agree as follows:

1. Cash Payment. Within 15 days of Grantsville’s receipt of the cash payment proposed in the Settlement Agreement with Defendants, Grantsville shall pay Stockton the sum of \$40,000.00.

2. Library and Other Obligations. Grantsville expressly assumes all responsibilities defined in paragraph 2 of the Settlement Agreement and Release executed by Grantsville, Stockton, Tooele and the Tooele RDA, including without limitation any and all obligations associated with the financing, design and construction of a library to be located within the corporate boundaries of Grantsville. In the event of any dispute related to or arising from said paragraph 2 Grantsville shall defend, indemnify, and hold Stockton harmless from any liabilities, claims, demands, damages, costs, expenses, and attorneys fees related thereto.

3.. Fees and Expenses. The Parties to this agreement shall each bear their own respective costs and expenses, including attorneys' fees, incurred in connection with the Litigation, the Settlement Agreement with Defendants and this Agreement.

4. General Release by the Parties. Except as provided in paragraph 2, above, each party hereto agrees to hereby release and forever discharge the other, their officers, successors, heirs, assigns, agents, employees, insurers, representatives, lawyers and all persons acting by, through, under, or in concert with them, or any of them, of and from any and all manner of claims, action or actions, cause or causes of action, in law or in equity, and any suits, debts, liens, demands, damages, losses, costs or expenses, of any nature whatsoever, known or unknown, fixed or contingent that they now have or may hereafter have against each other, by reason of any matter, cause, or thing whatsoever, including, without limitation, any and all claims arising out of, based upon, or in any way relating to their agreement to be Co-plaintiffs in their claims or lawsuit against Defendants, related to the above referenced Litigation, or any other contractual or other claims related thereto which could have been raised in the Litigation. The general release set forth herein shall not extend to or be construed as releasing the Defendants, or any of them, from their responsibilities, promises, obligations, covenants, and agreements under or arising out of Defendants' separate "Settlement Agreement and Release."

5. Severability. In the event that any provision in or obligation under this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction against one or more of the Parties, the validity, legality, or enforceability of other provisions in or obligations under this Agreement shall not in any way be affected or impaired thereby, provided the intent and purpose of this Agreement can still be fulfilled. In the event such a court is asked to interpret any provision of this Agreement, the court shall be asked to do so broadly in such a manner as to effectuate the intent of the Parties.

6. Authority. The individuals executing this Agreement represent and warrant to the Parties that they have obtained the legal authority to execute this Agreement pursuant to the terms herein, such authority being granted and evidenced by duly adopted resolutions of each of the Parties.

7. Successors and Assigns. This Agreement shall be binding on, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns.

8. Enforcement of Agreement. If any of the Parties to this Agreement bring an action or proceeding to enforce its rights hereunder, the prevailing party shall be entitled to recover its costs and expenses, including court costs and attorney's fees, if any, incurred in connection with such action or proceeding, including any court costs or attorneys fees incurred on appeal.

9. Construction of Agreement. This Agreement shall be construed as a whole in accordance with its fair meaning and in accordance with the laws of the State of Utah, without

giving effect to conflict of law principles. The terms of this Agreement have been negotiated by the Parties at arm's length, and the language of the Agreement shall not be construed in favor of or against any particular party. The headings used herein are for reference only and shall not affect the construction of this Agreement.

10. Entire Agreement. This Agreement constitutes the final expression of the Parties as to the terms of this Agreement and the subject matter hereof, and supersedes all prior agreements, negotiations, and discussions between the Parties and/or their respective counsel with respect to the subject matter covered hereby. Except as expressly stated in this Agreement, no party hereto has made any statement or representation to the other party regarding the facts relied upon by said party in entering into this Agreement, and each party hereto specifically does not rely upon any statement, representation, or promise of the other party hereto in executing this Agreement, except as expressly stated in this Agreement. Each party and their attorneys, if the party so chose, had the opportunity to make such investigation of the facts pertaining to this Agreement, and all of the matters appertaining thereto, as they deem necessary.

11. Agreement May Be Executed In Counterparts. This Agreement may be executed in counterparts, which together shall constitute a fully executed original.

12. Facsimile Signatures. Facsimile signatures in one or more counterparts of this Agreement shall be binding.

13. Amendment to Agreement. Any amendment to this Agreement must be in a writing signed by duly authorized representatives of all of the Parties hereto, in conformance with state and local law, and affirmatively stating the intent of the Parties to amend this Agreement.

14. Effective Date. This Agreement shall be effective upon (1) execution of this Agreement by each of the Parties hereto and (2) execution of the separate "Settlement Agreement and Release" between the parties and Defendants in the above referenced litigation.

15. Notices. Any notice or correspondence required or implied by this Agreement shall be sent to the following addresses, as applicable:

City of Grantsville:
Grantsville City Mayor
429 East Main
Grantsville, UT 84029

Town of Stockton:
Stockton Town Mayor
18 North Johnson
Stockton, UT 84071

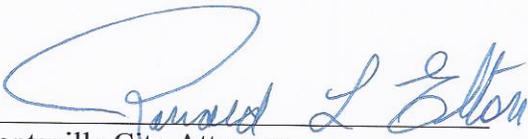
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the indicated date upon which all Parties shall have executed this Agreement.

Dated: 3/18/2011

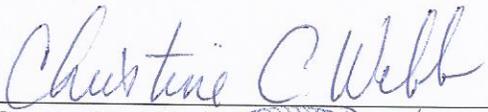
CITY OF GRANTSVILLE, a municipal corporation of the State of Utah


By: Brent K. Marshall
Its: Mayor

Approved as to Form:


Grantsville City Attorney

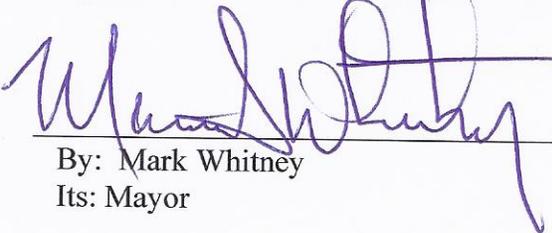
ATTEST:


Grantsville City Recorder
Seal:

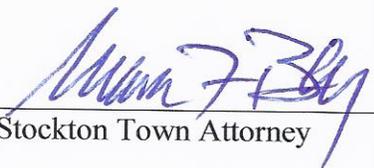


Dated: 3/18/2011

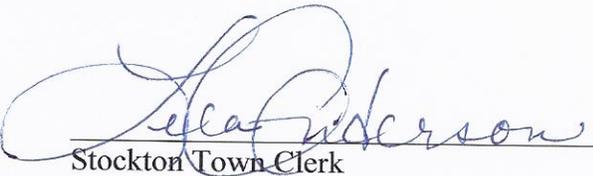
TOWN OF STOCKTON, a municipal corporation of the State of Utah


By: Mark Whitney
Its: Mayor

Approved as to Form:


Stockton Town Attorney

ATTEST:


Stockton Town Clerk
Seal: