

Preamble

Insert Clauses

B I U 

Although this Memorandum is drafted in a form resembling an Agreement, and may be referred to as "The Agreement," it is not intended to be interpreted as a binding agreement between the parties until reviewed by legal counsel. It is intended that this Memorandum will form the basis for a formal settlement agreement between Landmark Mall Development Company (LMDC, here) and Landmark Homeowners (LH, here) and is signed by all parties as a show of good faith in the agreements that are stipulated below. A copy of this Memorandum has been provided to each party on June 28, 2020.

- Inserted Clause "Preamble" from My Clauses
- Edited the Clause to include the names of the Parties and the date

Agreements

Insert Clauses

B I U 

This mediation being concluded, the Parties agree as follows:

- LMDC will install new sewers to fix flooding
- Community can use covered valet parking structure for mkt, with no charge to vendors
- LMDC will put up Farmer's Market signs in courtyard and entrance to the parking lot on Saturdays mornings.
- LMDC will construct and landscape a berm between the parking lot and the residential area.
- Exterior parking lot lights will be turned down to half-power at 10 pm
- LH will call for an end of the boycott
- Any further attempted vandalism will be subject to penalties of law.
- LH will drop the zoning-change suit
- LH will release a public announcement of agreement that has been approved by LMDC.

- Inserted Clause "Agreement Items" from My Clauses
- Selected the agreement text and clicked the **bulleted list** icon
- Edited the agreement text

Other Terms / Non-Digital Signatures

Insert Clauses

B I U 

The parties agree individually to maintain complete confidentiality concerning any details of the mediation process including any positions, arguments, negotiations or terms of the final agreement. The parties may mutually agree on the wording of a joint statement generally announcing that the parties have reached an agreement and providing such details as they may jointly agree to make public.

The Mediator may authenticate this Memorandum and the signatures of the parties (if executed in her presence), but cannot otherwise be compelled to testify, produce, or give any other evidence in any proceeding.

The parties agree that any dispute arising in the future relating to the terms of this Agreement shall be first submitted to mediation before the same mediator, if available. If the same mediator is not available, the parties shall agree on the mediator, or if unable to agree shall request a mediator be selected for them by JAMS, the dispute resolution company. Neither party shall pursue any further claims or remedies before any court or other authority unless the mediator determines, in her/his sole discretion, that the parties have reached an irreconcilable impasse.

- Inserted three (3) Clauses from My Clauses:
 - ✓ Confidentiality
 - ✓ Mediator Role
 - ✓ Future Disputes

Digital Signatures

- Jamie Dorn, President and CEO, Landmark Mall Deve 07/06/2020 8:35 AM
 - Alex Hoefel, Landmark Homeowners representative 07/06/2020 8:35 AM
 - Donna Parsons, mediator and witness 07/06/2020 8:36 AM
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- Received digital signatures from authorized representative of each party and mediator as a witness

