



Memorandum

To: Town Council
From: Thomas Dansie
Date: July 3, 2025
Re: Parunuweap Canyon LLC Cost Sharing Agreement

Executive Summary

In partnership with Utah Forestry, Fire, and State Lands, the Town has been awarded a Landscape Scale Restoration (LSR) Grant from the US Forest Service. The grant will help fund a project to remove invasive Russian olive and tamarisk trees from the Virgin River watershed in Springdale and on Trees Ranch. The total project cost is \$614,262. The LSR grant reimburses \$300,000¹ of that total project cost. The remaining \$314,262 is the Town's responsibility.

The Town has recruited a number of partners to help cover the project costs. The Town's partners in this project are:

- Parunuweap Canyon, LLC (owners of Tree's Ranch): commitment for \$153,000 (\$150,000 split between cash and in-kind donations, \$3,000 in the value of willow cuttings from the property used for revegetation)
- Hurricane Valley Fire Protection District: commitment for \$70,500 in-kind labor and machinery
- The Nature Conservancy: commitment for \$15,000 cash
- The Virgin River Program: commitment for \$3,845 in technical assistance and in-kind volunteer labor
- Utah FFSL: commitment for \$2,000 in technical assistance
- Zion National Park: commitment for \$4,400 in in-kind donations (cannot be used as match for the grant since the source is a federal agency)

The Town's portion of the match (approximately \$60,000) will be met primarily through in-kind labor. The Town will contribute a small cash match (approximately \$10,000).

The Council has already approved a sub-award agreement between the Utah Forestry, Fire, and State Lands and the Town associated with this project and the grant award.

A significant portion of the work associated with this project will be done on Tree's Ranch. To formalize the partnership and cost sharing between the Town and Parunuweap Canyon, LLC (owners of Tree's Ranch) staff is proposing a formal agreement between the parties.

¹ Of that total, \$60,000 is directed to Utah Forestry, Fire, and State Lands to cover administrative costs related to the grant.

The proposed agreement does the following:

- Ensures access to the property for the Town's agents associated with the project. Also outlines standards and expectations for the Town's agents when on the property.
- Assigns the Town responsibility for the general administration and oversight of the project.
- Commits Parunuweap Canyon, LLC to \$150,000 in match for the project. This match is expected to be split between cash match and in-kind labor. The exact amount of the cash vs. in-kind labor is not established in the agreement. But the total amount of \$150,000 is fixed. The Town will work with Parunuweap Canyon, LLC on ongoing accounting of both in-kind and cash match to ensure the total is met.
- Allows the Town to harvest native willow cuttings on the property to use in revegetation of the areas where the invasive trees are removed (valued at \$3,000 in grant match).
- Includes various legal provisions.

Both the Town's Attorney and Parunuweap Canyon, LLC have reviewed the agreement and have given approval.

A copy of the proposed agreement is attached to this report.

Council Action

Staff recommends the Council approve the cost sharing agreement between the Town and Parunuweap Canyon, LLC and authorize the Mayor to sign the document.



**TOWN OF SPRINGDALE AND PARUNUWEAP CANYON LLC COST SHARING
AGREEMENT FOR THE LANDSCAPE RESTORATION PROJECT OF THE
VIRGIN RIVER WATERSHED**

This Town of Springdale and Parunuweap Canyon LLC Cost Sharing Agreement for the Landscape Restoration Project of the Virgin River Watershed (“Agreement”) is made on this _____ day of _____, 2025 (the “Effective Date”) by and between the Town of Springdale, a Utah municipal corporation (“Springdale”), and Parunuweap Canyon LLC, a Utah limited liability company (“Parunuweap”). Springdale and Parunuweap are collectively referred to as the “Parties”.

RECITALS

WHEREAS, Parunuweap is the owner of approximately 2,000 acres of property situated in Washington County, Utah, generally located along the East Fork of the Virgin River near Springdale, Utah, which is described in **Exhibit A** (the “Property”); and

WHEREAS, Springdale’s municipal boundaries contain a small portion of the Property; and

WHEREAS, the Property contains a number of drainages, including portions of the East Fork of the Virgin River, the North Fork of the Virgin River, Shunes Creek, South Creek, and others; and

WHEREAS, dense growth of tamarisk and Russian olive trees has occurred in the areas around these drainages; and

WHEREAS, both tamarisk and Russian olive trees are non-native invasive species which elevate wildfire risk in the area, and which have well-documented negative impacts on healthy riparian ecosystems; and

WHEREAS, both Springdale and Parunuweap desire to remove the invasive tamarisk and Russian olive trees in order to promote riparian area health and decrease wildfire risks; and

WHEREAS, Springdale has applied for and been awarded a Western Landscape Scale Restoration Grant (“LSR Grant”) for a project to remove the invasive trees from Springdale and the Property, including those areas of the Property outside of Springdale’s municipal boundaries (the “Grant Project”), which is described in **Exhibit B**; and

WHEREAS, Parunuweap has committed support for the Grant Project through both in-kind labor and a cash payment match; and

WHEREAS, Springdale and Parunuweap wish to memorialize their mutual commitments and responsibilities related to the Grant Project.

NOW THEREFORE, in consideration of their mutual promises and covenants set forth herein, and for good and valuable consideration, the Parties agree as follows:

AGREEMENT

1. **RECITALS INCORPORATED.** All Parties acknowledge the accuracy of the above Recitals and the Recitals are incorporated into and made a material part of this Agreement.
2. **ACCESS TO PROPERTY.** Parunuweap grants access to the Property for Springdale and its agents, employees, and contractors (including professional tree removal crews, as well as volunteer crews such as American Conservation Experience crews) for the duration of the Grant Project and will allow the removal of invasive species associated with the Grant Project to be performed on the Property.
3. **RIGHTS GRANTED TO SPRINGDALE.** All of the following rights are granted by Parunuweap to Springdale, each of which Springdale may (but without obligation) exercise without liability to Parunuweap. The exercise of such rights by Springdale shall not be deemed an eviction, disturbance or disruption of Parunuweap's use of the Property.
 - A. **ACCESS TO PROPERTY.** Parunuweap expressly grants to Springdale and its agents, employees, and contractors, for the duration of the Grant Project the right to enter upon the Property and take all reasonable and appropriate actions for the purpose of completing the Grant Project, subject to the following limitations:
 - (1) Springdale and/or its agents, employees, and contractors will give Parunuweap notice pursuant to paragraph 16 at least five (5) business days prior to the commencement of planned work on the Property.
 - (2) Springdale and/or its agents, employees, and contractors will access the Property between the hours of 7:00 a.m. and 5:00 p.m. only, unless Parunuweap has given specific allowance for access outside of these hours. All Springdale representatives shall check-in with the security guard at the gated entrance to the Property prior to accessing the Property.
 - (3) Springdale and/or its agents, employees, and contractors will access the Property solely for the purpose of completing work on the Grant Project, and not for recreational purposes or other activities not related to the Grant Project.

- (4) Springdale and/or its agents, employees, and contractors will only access areas of the Property necessary for work on the Grant Project. Springdale representatives will not be allowed near any structure on the Property.
- B. **INSPECTION, REPAIR, AND INSTALLATION.** Parunuweap expressly grants Springdale and its agents, employees, and contractors, for the duration of the Grant Project the right to go upon the Property and complete the Grant Project, and to enforce and carry out the provisions of this Agreement. Parunuweap expressly grants to Springdale and its agents, employees, and contractors, for the duration of the Grant Project the right to use and operate equipment such as saws, chainsaws, wood chippers, vehicles, machinery, and other similar equipment upon the Property for the completion of the Grant Project, provided the same shall not materially impair the structural integrity of the Property or interfere with Parunuweap's occupancy of the Property by itself or any of its tenants or invitees.
- C. **CUTTINGS FROM NATIVE WILLOWS.** Parunuweap shall allow Springdale and its agents, employees, and contractors to take cuttings from native willows on the Property to be used to revegetate riparian areas where the invasive tamarisk and Russian olive trees have been removed.
4. **RELEASE FOR MANAGEMENT OF LSR GRANT.** Parunuweap acknowledges and accepts all features and aspects of the LSR Grant and hereby releases Springdale from all legal liability for its management of the LSR Grant and the Grant Project, including but not limited to accidents or property damage that may occur on the Property, selection of subcontractors, and the ultimate success and quality of the Grant Project. Both Springdale and Parunuweap acknowledge that the LSR Grant may not be sufficient to remove all the invasive tamarisk and Russian olive trees from the Property, given the financial limitations of the LSR Grant.
5. **PROJECT MANAGEMENT.** Springdale will manage the Grant Project and will take the following actions in managing the Grant Project:
- A. Hire and provide general oversight to contractors (including professional tree removal crews, as well as volunteer crews such as American Conservation Experience crews);
 - B. Manage payment of contractors involved in the Grant Project;
 - C. Provide ongoing monitoring and oversight inspections on the Grant Project;
 - D. Ensure progress on the Grant Project moves forward according to established timelines; and
 - E. Manage LSR Grant relationships with the Utah Division of Forestry, Fire, and State Lands and the United States Forest Service.

6. **PROJECT PAYMENT**. Parunuweap will provide a total of One Hundred Fifty Thousand Dollars (\$150,000) in matching funds for the LSR Grant for activities related to the Grant Project on the Property. These matching funds will be split between cash payment match and provision of in-kind labor.
 - A. CASH PAYMENT MATCH REIMBURSEMENT. Springdale will invoice Parunuweap for reimbursement of money spent to complete work on the Grant Project on the Property. Springdale will invoice Parunuweap pursuant to paragraph 16 on an as-needed basis as work is completed on the Property. Springdale will confirm that any work for which it submits an invoice to Parunuweap has been completed in conformity with the LSR Grant. The Parties anticipate the approximate amount of Parunuweap's cash payment match reimbursement to Springdale will be Seventy-five Thousand Dollars (\$75,000).
 - B. RECORD OF IN-KIND LABOR. Parunuweap will keep a record of all in-kind labor spent on the Grant Project. Parunuweap shall submit monthly documentation to Springdale (by email to Kyndal Sagers, ksagers@springdale.utah.gov) pursuant to Paragraph 9 of all in-kind labor, which shall include the number of hours each Parunuweap representative spends on the Grant Project, as well as total compensation for that number of hours each individual worked. The Parties anticipate the approximate total value of in-kind labor spent on the Grant Project by Parunuweap will be Seventy-five Thousand Dollars (\$75,000).
 - C. TOTAL CASH PAYMENT MATCH/IN-KIND INVESTMENT. The amount of cash payment reimbursement that Parunuweap pays to Springdale may change relative to the amount of in-kind labor spent on the Grant Project. However, the total amount of cash payment reimbursement to Springdale from Parunuweap plus the in-kind labor spent by Parunuweap on the Grant Project shall equal One Hundred Fifty Thousand Dollars (\$150,000). Springdale shall keep a running accounting of the total value of cash match plus in-kind investment (based on Parunuweap's monthly record of in-kind labor). Parunuweap shall have access to this accounting upon request to Springdale.
7. **PAYMENT OF GRANT PROJECT PAY REQUESTS**. Springdale will pay the entire amount of all pay requests received from its agents, employees, and contractors who perform work on the Grant Project. Springdale will then invoice Parunuweap for its portion of the costs, as outlined in paragraph 6.
8. **PAYMENT OF INVOICES**. Springdale shall send each notice of payment to Parunuweap via regular United States Mail or by email at the addresses listed for such

notices under paragraph 16. Parunuweap shall pay Springdale all amounts for which Parunuweap receives an invoice within fifteen (15) business days following receipt. Payments shall be forwarded in the form of cashier's check or personal check made out to Town of Springdale and received at the address listed for such under paragraph 16; or, alternatively, Parunuweap may pay by ACH bank transfer. If Parunuweap does not provide full payment of an invoice from Springdale within fifteen (15) business days following receipt, all due amounts shall be assessed a ten percent (10%) late fee and will bear interest at a rate of eighteen percent (18%) per annum from the date of such notice until paid in full.

9. **SUBMISSION OF RECORDS OF IN-KIND LABOR.** Parunuweap shall submit to Springdale a monthly summary of in-kind labor performed, including records of its in-kind labor, by email to Kyndal Sagers (ksagers@springdale.utah.gov) by the fifth (5th) day of each month for the duration of the Grant Project.
10. **EVENTS OF DEFAULT.** The occurrence of any of the following shall constitute an event of default by Parunuweap hereunder:
 - A. The filing of a petition by or against Parunuweap or any of its respective guarantors for adjudication as a bankrupt or insolvent, or for a reorganization or the appointment of a receiver or trustee of the Property; an assignment by Parunuweap for the benefit of creditors or the taking of possession of the Property by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of Parunuweap.
 - B. Failure of Parunuweap to pay when due any invoices received from Springdale in relation to the Grant Project as outlined under paragraph 8 or any other sum herein required to be paid by Parunuweap, and the continuance of such nonpayment for five (5) business days after such payment is due. Springdale shall have no obligation to give Parunuweap any written notice of its failure to pay when due any payment under this Agreement or any other sum herein required to be paid by Parunuweap to pursue Springdale's statutory and contractual remedies under this Agreement or in law or equity, including foreclosure of the contractual lien granted in paragraph 12.
 - C. Abandonment or misuse of the Property by Parunuweap so as to interfere with the timely and proper completion of the Grant Project on the Property.
 - D. Failure on the part of Parunuweap to perform any obligation of this Agreement other than the payment of due invoices as set forth in paragraph 8, within ten (10) business days after written notice and demand from Springdale.

- E. If Parunuweap fails more than three (3) times in a one (1) year period to observe or perform any covenant, condition or obligation of this Agreement, including the payment of due invoices, regardless of whether such defaults shall have been cured by Parunuweap, the third default shall at the election of Springdale, in its sole and absolute discretion, be deemed a non-curable event of default.
 - F. The death of any guarantor of Parunuweap's obligations; or the commencement of steps or proceedings toward the dissolution, winding, up, or other termination of the existence of Parunuweap or any guarantor of Parunuweap's obligations, or toward liquidation of any of their respective assets.
 - G. Evidence of the inability of Parunuweap or any of its guarantors to pay its debts as they become due. Such evidence shall include, but not be limited to, the following: (a) an admission in writing by Parunuweap or any of its guarantors of its inability to pay its debts when due; or (b) if one or more judgments are docketed against Parunuweap or any of its guarantors and is not paid, bonded or otherwise discharged within fifteen (15) calendar days.
 - H. The occurrence of any other event described elsewhere in the Agreement or any amendment thereto, regardless of whether such event is described as an event of default.
11. **REMEDIES FOR DEFAULT.** Upon the occurrence of an event of default, Springdale shall have the right, then or at any time thereafter, and while such event of default shall continue, and in addition to and not in lieu of any other remedies, relief or rights available to Springdale at law or equity or contained in this Agreement, to do any of the following:
- A. Springdale by itself or its authorized agents may cure the default and charge Parunuweap for the costs of such cure, which charge shall be due and payable as a payment under this Agreement immediately upon written notice to Parunuweap.
 - B. Springdale may enforce every provision of this Agreement in accordance with its terms, including but not limited to enforcement of the payment of invoices due by a lawsuit or lawsuits in equity or at law.
 - C. Springdale shall have the right of reimbursement from Parunuweap for the total costs of the Grant Project and all costs in connection with Springdale's enforcement of its rights and remedies hereunder, including court costs and reasonable attorneys' fees.

- D. Springdale shall have the right to pursue any and all other rights and remedies available at law and in equity.
- E. To the extent required by applicable law, Springdale shall use reasonable efforts to mitigate the damages it suffers as a result of Parunuweap's default under this Agreement; provided, however, that Parunuweap agrees that Springdale will have satisfied its obligation to mitigate damages if Springdale endeavors, in good faith, to minimize its costs in the event of default on the part of Parunuweap.

12. **ALLOCATION OF RISKS AND INSURANCE.**

- A. **PROPERTY.** Parunuweap bears the risk of and shall keep the Property and any of its improvements insured against loss or damage by fire or accident. Parunuweap agrees not to keep upon the Property any articles or goods which may be prohibited by the standard form of fire insurance policy.
- B. **PROPERTY ON THE PREMISES.** Parunuweap agrees that all property owned by it or any of its invitees or tenants on the Property shall be at the sole risk of Parunuweap. Springdale shall not, regardless of fault, be liable or responsible for any loss of or damage to Parunuweap, or anyone claiming under or through it, or otherwise, whether caused by or resulting from a peril required to be insured hereunder, or from the elements, whether or not originating on the Property or elsewhere.
- C. **OPERATIONS ON PROPERTY.** All operations conducted by Parunuweap on the Property shall be at its sole risk for the duration of the Grant Project and the term of this Agreement. Parunuweap further agrees to defend and hold harmless Springdale in the event of claims or demands brought against Springdale for death or bodily injury in relation to the Grant Project as a result of negligence on the part of Parunuweap.
- D. **WAIVER OF SUBROGATION.** Without limiting the generality of any other waivers of claims contained in this Agreement, Springdale and Parunuweap hereby waive any and all claims and rights of recovery against the other and their respective officers, directors, employees, agents and representatives for any loss or damage to their respective properties or interests (including business interruption and rent loss), to the extent such loss or damage is insured against, or required to be insured against pursuant to the terms of this Agreement, by Springdale or Parunuweap (as applicable) pursuant to this Agreement, regardless of fault of negligence and regardless of the amount of insurance proceeds actually collected or collectible under any insurance policies in effect, and Springdale and Parunuweap each represent and warrant to the other that all such policies permit such waiver and contain, and will contain, enforceable waiver of subrogation endorsement. Nothing contained herein shall serve as a waiver for any

deductible or self-insured risk. In addition, Springdale and Parunuweap agree that in the event of any loss or damage to their respective properties or interests (including rent interruptions or loss), the party suffering the loss shall resort to its insurance coverage prior to asserting any claim or demand against the party causing the loss.

13. NON-WAIVER OF REMEDIES.

- A. Waiver by Springdale of any default, breach, or failure of Parunuweap under this Agreement shall not be construed as a waiver of any subsequent or different default, breach or failure. In case of any breach by Parunuweap, Springdale nevertheless may accept from Parunuweap any full or partial payments hereunder without in any way waiving Springdale's right to exercise the remedies hereinbefore provided for by reason of any other breach or lapse which was in existence at the time such payment or payments were accepted by Springdale.
- B. The specific remedies to which Springdale may resort under the terms of this Agreement are cumulative and are not intended to be exclusive of any other remedies or means of redress to which it may be lawfully entitled in case of any breach or threatened breach by Parunuweap of any provisions of this Agreement.

14. INDEMNIFICATION AND WAIVER OF CLAIMS.

- A. INDEMNIFICATION. Parunuweap shall indemnify and defend Springdale and hold it harmless from and against any and all claims, actions, damages, liability and expense including, without limitation, court costs and reasonable attorneys' fees suffered, paid or incurred by Springdale (1) in connection with loss of life, personal injury and/or damage to or misappropriation or loss of property occurring in or about, or arising from or out of, the Property and adjacent areas occasioned wholly or in part by any act or omission of Parunuweap, its agents, contractors, invitees, customers or employees unless such claim, action, damage, liability or expense is the result of the intentional and willful misconduct or the gross negligence of Springdale, or (2) as a result of any breach or default on the part of Parunuweap in the performance of any covenant or agreement on the part of Parunuweap to be performed under this Agreement.
- B. WAIVER OF CLAIMS. Springdale and its agents, employees, and contractors shall not be liable for, and Parunuweap hereby releases all claims for, damage or injury to person and property or loss of use of property and loss of business or rents sustained by Parunuweap or any person claiming through them resulting from any theft, fire, accident, occurrence, injury or condition in or upon the Property, including, but not limited to, such claims for damage resulting from the use of heavy or hazardous

equipment. In the event the damage occurs to the Property and its buildings by fire or other insured casualty, the rights, if any, of any party hereto against the others with respect to such damage or destruction are waived, and all policies of fire and/or extended coverage or other insurance covering the Property or its buildings shall contain a clause or endorsement providing in substance that the insurance shall not be prejudiced if the insureds have waived the right of recovery from any person or persons prior to the date and time of loss of damage, if any.

15. **NO OBLIGATION TO PURSUE.** The Parties agree that Springdale is not responsible or obligated to pursue any contractors under the LSR Grant for any aspects of the Grant Project unilaterally sought by Parunuweap.
16. **METHOD OF NOTICE.** Wherever in this Agreement it shall be required or permitted that notice or demand be given or served by any party to this Agreement to or on another, such notice or demand shall not be deemed to have been duly given or served unless made in writing and either personally delivered, forwarded by regular U.S. mail, or by email to the addresses listed in this paragraph. Such addresses may be changed from time to time by any party by serving notices as provided in this paragraph. Notice shall be deemed given when delivered (or upon refusal of acceptance of delivery), if given by personal delivery, otherwise three (3) business days following deposit in the United States Mail. Addresses for each party are listed below:

SPRINGDALE:

Town Manager
P.O. Box 187
118 Lion Blvd.
Springdale, UT 84767
rwixom@springdale.utah.gov

PARUNUWEAP:

Parunuweap Canyon LLC
Ryan Lee, Manager
185 S 70 W
Lindon, UT 84042
ryan.lee@treesranchzion.com

17. **SCOPE AND INTERPRETATION OF THIS AGREEMENT.**

- A. **ENTIRE AGREEMENT.** This Agreement shall be considered to be the only agreement between the Parties hereto pertaining to the Grant Project. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement, and this

Agreement supersedes and cancels any and all previous negotiations, arrangements, letters of intent, agreements and understandings, written or oral, if any, between the Parties hereto or displayed by Springdale to Parunuweap with respect to the subject matter thereof, and none shall be used to interpret or construe this Agreement. All negotiations and oral agreements acceptable to Springdale and Parunuweap have been merged into and are included in this Agreement.

- B. PARAGRAPH/SECTION HEADINGS AND CAPTIONS. The headings or captions of paragraphs or sections in this Agreement are for convenience and reference only and they in no way define, limit, or describe the scope or intent of this Agreement or the provisions of such paragraphs or sections.
- C. GENDER AND INTERPRETATION OF TERMS AND PROVISIONS. As used in this Agreement and whenever required by the context thereof, each number, either singular or plural, shall include all numbers, and each gender shall include all genders.
- D. TIME OF ESSENCE. Time is hereby expressly declared to be of the essence of this Agreement and of each and every covenant, term, condition and provision thereof.
- E. IMPARTIAL CONSTRUCTION. The language in all parts of this Agreement shall be in all cases construed as a whole according to its fair meaning and not strictly for or against either Springdale or Parunuweap.
- F. GOVERNING LAW. The laws of the State of Utah shall govern the validity and enforceability of this Agreement. Jurisdiction and venue shall be deemed valid and appropriate in state or federal courts located in Washington County, Utah, which is where this Agreement was entered.
- G. PARTIAL INVALIDITY. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.
- H. AMENDMENT. Oral agreements that modify or are in conflict with any of these terms of this Agreement shall be without force and affect. All amendments must be in writing executed by the parties or their respective successors in interest.

- I. **CONFLICTS.** Parunuweap hereby covenants, warrants and represents that by executing this Agreement, it is not violating, has not violated and will not be violating any restrictive covenant or agreement contained in any other agreement or contract affecting it or any affiliate, associate or any other person or entity with whom or with which Parunuweap is related or connected financially or otherwise. Parunuweap hereby covenants and agrees to indemnify, defend and save harmless Springdale from all liabilities, obligations, damages, penalties, claims, costs and expenses, including attorneys' fees, paid, suffered or incurred by Springdale as a result of any breach of the foregoing covenant. Liability under this covenant for Parunuweap extends to the acts and omissions of any employee, agent, or contractor.
- J. **INDEPENDENT COVENANTS.** The covenants of Parunuweap to pay payments due and any and all other amounts payable by it pursuant to the terms of this Agreement are independent covenants, and Parunuweap shall not have the right to hold back, offset, or fail to pay any such amounts for default by Springdale or any other reason whatsoever.
18. **NO WAIVER.** No waiver of any portion of the Agreement shall be implied by any failure of Springdale or Parunuweap to enforce any remedy on account of the violation of such provision, even if such violation be continued or repeated subsequently, and no express waiver shall affect any provision other than the one specified in such waiver and that one only for the time and in the manner specifically stated. Acceptance by Springdale of less than the entire amount due and owing by Parunuweap shall not constitute a waiver by Springdale of its rights to further collection.
19. **CONTRACT AS INCLUDING ENTIRE AGREEMENT.** This instrument embodies the whole agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the Parties.
20. **MODIFICATION OF AGREEMENT.** No subsequent agreement between Springdale and Parunuweap concerning the subject matter of this Agreement shall be effective or binding unless it is made in writing. No representation, promise, inducement, or statement of intention has been made by any party that is not embodied herein. Any oral representation or modification concerning this Agreement is of no force or effect.
21. **SEVERABILITY.** If any term, covenant, or condition in the Agreement shall, to any extent, be invalid or unenforceable in any respect under the laws governing this Agreement, the remainder of this Agreement shall not be affected thereby, and each term,

covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

22. **PARTNERSHIP NOT INTENDED OR CREATED.** Notwithstanding any other express or implied provision of this Agreement, it is understood that Springdale does not in any way claim to be or propose a partnership or joint venture with Parunuweap in the conduct of Springdale's municipal business and operations.
23. **SUCCESSORS AND ASSIGNS.** All rights, obligations and liabilities herein given to, or imposed upon, the Parties hereto shall extend to and bind the several and respective heirs, executors, administrators, successors, sublessees and assigns of said Parties, provided, however, that the liability of Springdale hereunder shall be limited to its interest in the Grant Project, and no other assets of Springdale other than its interest in the Grant Project shall be affected by reason of any liability which Springdale may have under this Agreement.
24. **MEDIATION.** If the Parties have a dispute about the interpretation of this Agreement or the performance of its terms, the Parties agree that the dispute must first be submitted to mediation and all Parties must, in good faith, submit to at least one (1) session of mediation. The mediator, who shall be legally trained (i.e., licensed Utah attorney or sitting or retired Utah district court judge), shall be jointly selected by the Parties. Springdale shall pay one-half of all fees charged by the mediator, and Parunuweap shall pay one-half of all fees charged by the mediator. If the mediation is unsuccessful, any party may thereafter bring a court action to enforce the terms of this Agreement.
25. **ATTORNEYS' FEES.** In the case of the failure of any party to perform and comply with any of the covenants and conditions hereof within the time herein specified, whether suit be brought or not, the party so failing to perform and comply hereby agrees to pay to the other party hereto all costs, charges, and expenses of such collection or other enforcement of rights in any lawsuit or otherwise, including its reasonable attorneys' fees. The prevailing party in any litigation arising out of this Agreement, including any appellate proceedings and bankruptcy proceedings, shall be entitled to the award of its reasonable attorneys' fees and costs.
26. **ACCORD AND SATISFACTION.** Springdale is entitled to accept, receive and cash or deposit any payment made by Parunuweap for any reason or purpose, or in any amount whatsoever and apply the same at Springdale's option to any obligation of Parunuweap and the same shall not constitute payment of any amount owed except that to which Springdale has applied the same. No endorsement or statement on any check or letter of Parunuweap shall be deemed an accord and satisfaction or otherwise recognized for any

purpose whatsoever. The acceptance of any such check or payment shall be without prejudice to Springdale's right to recover any and all amounts owed by Parunuweap hereunder and Springdale's right to pursue any other available remedy and shall not be deemed to constitute a waiver of any of Springdale's rights hereunder.

27. **OPPORTUNITY TO REVIEW**. Springdale and Parunuweap acknowledge that they have had an opportunity to fully examine this Agreement and completely understand its terms.
28. **COUNTERPARTS**. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
29. **EXHIBITS AND SCHEDULES**. All exhibits and schedules attached to this Agreement are hereby incorporated by reference.
30. **AUTHORITY TO SIGN**. The persons signing this Agreement on behalf of the Parties represent and warrant that they have full authority to sign the Agreement and bind the Parties to the terms of this Agreement.

DATED as of the Effective Date first set forth above.

TOWN OF SPRINGDALE

PARUNUWEAP CANYON LLC

Barbara Bruno, Mayor

Ryan Lee, Manager

Attest:

Aren Emerson, Town Clerk