

## **RIGHTS AND REMEDIES**

Disputes under this Agreement will be decided by arbitration. Each side shall select an arbitrator and the two arbitrators shall select a third arbitrator. If a party is dissatisfied with the results after the arbitration is concluded, this paragraph does not preclude subsequent judicial remedies, wherein the parties shall have all rights and remedies provided under applicable law. Each Party confirms that damages may be an inadequate remedy for a breach or threatened breach of any provision hereof and the respective rights and obligations of the Parties shall be enforceable by specific performance, injunction or other equitable remedy.

## **ENTIRE AGREEMENT**

This Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Agreement concerning the subject of this Agreement shall not be binding upon either Party except to the extent incorporated in this Agreement.

## **EARLIER AGREEMENTS PARTIALLY SUPERSEDED**

Certain select portions of the August 15, 1966 right-of-way agreement, the April 30, 1991 Lease and Right of Way Agreement, and the January 30, 1995 Right of Way Agreement concerning the City's obligations to sell potable water to the Band are superseded hereby. Specifically, the reference to "out of city water tapings" in the 1966 agreement is superseded; the limit to "needs of inhabitants of City" in 1966 agreement is superseded; the limit to 45 residential connections and culinary and fire protection purposes in Para 4. of the 1991 Agreement is superseded; the provisions concerning lack of surplus water in Section 4 of the 1991 agreement are superseded; and the first four lines of Para. 2 of the 1995 agreement (preserving the provisions of the 1991 agreement regarding supply of water to the Band from the Water Tank) are superseded. All other terms of those three prior agreements remain in effect unless directly inconsistent with express provisions of this Agreement, in which case this Agreement controls.

## **MODIFICATION**

Any modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement shall be binding only if evidenced in writing signed by each Party or an authorized representative of each Party.