

1 Change in ownership of the Santa Clara Project shall only be by unanimous consent of New Santa
2 Clara, St. George Clara, the Shivwits Band, and Ivins Irrigation.

3 7.0 Santa Clara Project Operation, Maintenance, Repair, and Replacement.

4 7.1 WCWCD, or any successor operator of the Santa Clara Project, shall be responsible
5 for the operation, maintenance, repair and/or replacement of the Santa Clara Project, pursuant to a
6 contract to be negotiated and executed by WCWCD, St. George, the Shivwits Band, New Santa
7 Clara, St. George Clara, and Ivins Irrigation. The WCWCD shall remain the operator of the Santa
8 Clara Project for a period of not less than twenty (20) years unless otherwise agreed to by the
9 Parties identified in this subsection 7.1. Subsequent operators of the Santa Clara Project shall be
10 selected by consensus vote of the WCWCD, St. George, the Shivwits Band, New Santa Clara, St.
11 George Clara, and Ivins Irrigation.

12 7.2 St. George Clara, New Santa Clara, Ivins Irrigation and the Shivwits Band shall each
13 be responsible for their proportionate share of the operation, maintenance, repair and/or
14 replacement costs of the Santa Clara Project. The proportionate share of such costs for each of
15 these water users shall be calculated based on the percentage that each of the water user's acre
16 foot allocation bears to the total acre foot allocation as provided in subsection 8.3. These costs
17 shall include those incurred in connection with the Santa Clara Project facilities to and including
18 the Ivins Reservoir facilities and the Gunlock Reservoir facilities, and shall include the annual fees
19 assessed by the State Engineer of Utah to cover the fees associated with the administration by the
20 River Commissioner of the Santa Clara Project Water Rights. Excluding the Gunlock Well Field,
21 these costs shall also include the costs for the wells, pumps, and motors utilized to provide
22 Supplemental Project Water, as further provided in Subsection 8.5. For Supplemental Project
23 Water delivered from the Gunlock Well Field, the Shivwits Band, New Santa Clara, St. George
24 Clara, and Ivins Irrigation are responsible only for the power costs, including 20% surcharge,
25 associated with water actually pumped and delivered to the Santa Clara Project facilities. Costs
26 for system upgrades, modifications or additions required to allow the Santa Clara Project system
27 capacity to be increased beyond that specified in the OMR&R Plan shall be borne by the