Parties in a Below Average Water Year from the Gunlock Well Field, and shall be prorated among the Santa Clara Project water users in accordance with subsection 7.2 of this Agreement.

8.5.5 The water made available for use in the Santa Clara Project by St. George pursuant to this Agreement constitutes an exchange of water and is a compromise and settlement of water right claims of the Parties from the Santa Clara System and thus does not constitute a lease or sale of St. George's water rights, water supply or waterworks contrary to Article XI, Section 6 of the Utah Constitution.

8.6 Water User Delivery Systems. St. George Clara, New Santa Clara, Ivins Irrigation, and the Shivwits Band shall be responsible, at their sole cost and expense and without any obligation to the other Parties, for the construction, installation, operation, maintenance, repair and replacement of their respective water delivery systems from the Santa Clara Project pipelines to their respective places of use. The water delivered shall be metered from the Santa Clara Project pipelines and the meters shall constitute a Project expense.

8.7 Substitute Water. The WCWCD may provide substitute water to St. George Clara, New Santa Clara, Ivins Irrigation, and the Shivwits Band from sources other than from the Santa Clara System. The substitute water shall be of equal quantity and quality, shall not include sewer effluent water, and shall be made available at the points of delivery set forth in subsection 8.2. The substitute water will be provided in exchange for water from the Santa Clara System and the WCWCD would be entitled to utilize an amount of Santa Clara River water equal to the substitute water provided by the WCWCD for WCWCD purposes.

9.0 Santa Clara Project Deliveries for Non-Project Water Rights.

The Santa Clara Project shall be configured and used to deliver Santa Clara River water to satisfy such rights that Edward Bowler has as a shareholder in the Gunlock Irrigation Company for delivery of Santa Clara River water below Gunlock Reservoir. Edward Bowler shall not be obligated to pay any construction or operation, maintenance, repair or replacement costs for the Santa Clara Project.