

1 10.0 Change Applications.

2 10.1 Pooled Water Rights. The Parties whose water rights are pooled as provided for in
3 subsection 4.2 of this Agreement shall file change applications as required to accomplish the
4 purposes of the Agreement. WCWCD shall assist the Parties in the preparation and filing of such
5 change applications and pay the associated costs and filing fees.

6 10.2 St. George Water Right Applications. St. George shall file applications and seek
7 approval of the State Engineer of Utah to: (a) segregate 6.0 cfs of groundwater from Water Right
8 Number 81-1715 (A33708a); (b) allow 4.0 cfs of the 6.0 cfs of groundwater to be developed from
9 the Gunlock Well Field and used as Supplemental Project Water in Below Average Water Years in
10 accordance with this Agreement; and (c) allow St. George to use the 6.0 cfs of groundwater to be
11 developed from the Gunlock Well Field for municipal purposes in Average Water Years and at
12 least 2.0 cfs in Below Average Years. In the event that the State Engineer of Utah administers the
13 priority of the Gunlock Well Field conjunctively with surface water in the Santa Clara System, St.
14 George shall manage its water supplies to assure that the 4.0 cfs designated as Supplemental
15 Project Water is made available in accordance with this Agreement.

16 11.0 Enforceability Date Of Agreement. This Agreement shall be effective and enforceable only
17 after all of the following have been accomplished:

18 11.1 Execution of this Agreement by the Parties hereto;

19 11.2 Execution of the St. George Water Reuse Project Agreement by all the parties
20 thereto;

21 11.3 Execution of the Settlement Agreement, and the Waivers and Release of Claims
22 contained therein, by the parties thereto;

23 11.4 Ratification and confirmation of the Shivwits Water Right set forth in the Settlement
24 Agreement in legislation duly enacted by the United States Congress;

25 11.5 Authorization and appropriation by the United States Congress and deposit into the
26 Shivwits Trust Fund of: (a) fifteen million dollars (\$15,000,000.00) for the Shivwits Band's share
27 of the costs of the St. George Water Reuse Project as set forth in the St. George Water Reuse