

1 14.0 Entire Agreement.

2 This Agreement supersedes any prior understanding, representation, or agreement of the
3 Parties regarding the subject matter hereof.

4 15.0 Evidentiary Effect of Negotiations.

5 This Agreement has been arrived at in the process of good faith negotiation for the purpose
6 of resolving legal disputes, including pending litigation, and all Parties agree that no offers and/or
7 compromises made in the course thereof shall be construed as admissions against interest or be
8 used in any legal proceeding other than one for approval, confirmation, interpretation, or
9 enforcement of this Agreement.

10 16.0 Force Majeure.

11 16.1 The WCWCD, or any successor operator of the Santa Clara Project, shall exercise
12 reasonable diligence and care to avoid interruptions of delivery of water from the Santa Clara
13 Project, and shall not be liable for any damage or loss occasioned by any failure or interruption
14 caused by a state of Force Majeure. For purpose of this Agreement, Force Majeure means acts of
15 God, acts of public enemies, insurrection, riots, fires, explosions, floods, earthquakes, strikes,
16 emergency actions the WCWCD, or any successor operator of the Santa Clara Project, may be
17 compelled to take to prevent serious injuries or death to persons, lawful orders or acts of civil or
18 military authority, or other causes of similar nature. The WCWCD, or any successor operator of
19 the Santa Clara Project, shall restore its delivery of water from the Santa Clara Project as soon as
20 is reasonably possible after such delivery is interrupted due to a state of Force Majeure.

21 16.2 In the event the WCWCD, or any successor operator of the Santa Clara Project,
22 believes a state of Force Majeure exists such that the WCWCD, or any successor operator of the
23 Santa Clara Project, cannot meet its obligation as required by this Agreement, the WCWCD, or
24 any successor operator of the Santa Clara Project, shall provide written notification as
25 expeditiously as possible to any affected Party, but no later than sixty (60) days after the event that
26 resulted in a state of Force Majeure. This written notice shall describe the anticipated duration of
27 the inability of WCWCD, or any successor operator of the Santa Clara Project, to deliver water