from the Santa Clara Project, the cause or causes of the state of Force Majeure, a description of the measure(s) to be taken by the WCWCD, or any successor operator of the Santa Clara Project, to permit it to meet its obligation under this Agreement, and an estimated timetable for implementation of these measures. The WCWCD, or any successor operator of the Santa Clara Project, shall take all reasonable measures to resume delivery of water in accordance with this Agreement after a state of Force Majeure occurs and written notification of same is provided by the WCWCD, or any successor operator of the Santa Clara Project.

17.0 Governing Law and Rights and Remedies.

17.1 This Agreement shall be construed in accordance with the applicable law of the State of Utah and applicable Federal law. Nothing contained herein waives the right of the United States or the Shivwits Band to object to the jurisdiction of the courts of the State of Utah to adjudicate any dispute arising under this Agreement, or waives the right of any Party to object to the jurisdiction of any federal court to adjudicate any dispute arising under this Agreement.

17.2 The Parties shall have all rights and remedies provided under applicable federal or state law for a breach or threatened breach of this Agreement; provided, however, that because this Agreement is intended to supply water in perpetuity to the Shivwits Band in lieu of the water rights claims filed by the United States on behalf of the Shivwits Band in the Virgin River Adjudication, termination of this Agreement for breach of this Agreement is not a permitted or authorized right or remedy under this Agreement. These rights and remedies shall not be mutually exclusive, and the exercise of one or more of these rights and remedies shall not preclude the exercise of any other rights and remedies. Each Party confirms that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof and the respective rights and obligations of the Parties hereunder shall be enforceable by specific performance, injunction, or other equitable remedy. Nothing in this Agreement shall be construed to waive the sovereign immunity of the United States.

18.0 Modification of Agreement.

Any modification of this Agreement or additional obligation assumed by any Party in