AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

2.0 PARTIES.

2.1 City of St. George ("St. George") is a Utah municipal corporation.

2.2 Shivwits Band of the Paiute Indian Tribe of Utah ("Shivwits Band") is one of five constituent bands of the Paiute Indian Tribe of Utah.

2.3 State of Utah, acting by and through its Department of Natural Resources ("Utah").

2.4 United States of America ("United States"), acting by and through the Secretary of the Interior.

3.0 DEFINITIONS.

3.1 "Alternative Water" means water, other than water from the St. George Water Reuse Project, that St. George shall deliver to the Point of Delivery to meet the Delivery Schedule for the Shivwits Reuse Water if the source, quality, terms, and conditions for the delivery of the alternative water are set forth in a written agreement between St. George and the Shivwits Band and approved by the United States acting in its capacity as trustee for the Shivwits Band; provided, however, that the delivery and use of the Alternative Water is approved by the State Engineer of Utah.

3.2 "Delivery Schedule" means the notice by the Shivwits Band to St. George for the timing and delivery of Shivwits Reuse Water. The Shivwits Band may request, and St. George shall deliver, up to 2.8 million gallons per day. St. George shall adjust the flow rate on a daily basis upon verbal request by the Shivwits Band.

3.3 "Enforceability Date" means that date which is determined by Section 10 of this Agreement.

3.4 "Point of Delivery" of the Shivwits Reuse Water means the eastern boundary of the Shivwits Reservation north of Ivins Reservoir near where the Santa Clara Bench Canal exits the