possible after the interruption occurs. If, in circumstances other than Force Majeure, St. George is unable to deliver the Shivwits Reuse Water to the Shivwits Band as required by this Agreement for five or more consecutive days, St. George shall deliver an interim water supply to the Shivwits Band at the Point of Delivery; provided, however, that the water quality for the interim water supply shall be equal to or better than the quality of the water St. George is then using for irrigation on its own golf courses and parks in the Santa Clara System; and provided further that St. George shall not deliver an interim water supply to the Shivwits Band for longer than it reasonably takes St. George to resume delivery of the Shivwits Reuse Water. Nothing in this Agreement shall excuse St. George from any water quality requirement under any applicable law.

6.5 St. George shall provide the Parties with copies of the Reuse Project Plan, including the operations and maintenance plan and the contingency plan, submitted to the State of Utah Department of Environmental Quality, Division of Water Quality, pursuant to Utah Admin. Code R317-1-4, in regard to the St. George Water Reuse Project, for the Parties' review and comment in advance of the State's approval of each such document. The operations and maintenance plan and the contingency plan shall include a provision for revisions to the plan, subject to review and comment by the Parties. The Parties shall have at least 60 days to review each of the above documents after its receipt. St. George shall operate the St. George Water Reuse Project in compliance with the Reuse Project Plan and all applicable federal, State, and local requirements, including any applicable National Pollutant Discharge Elimination System Permits promulgated under the Clean Water Act and the requirements of Utah Admin. Code R317-1-4.

7.0. <u>ST. GEORGE WATER REUSE PROJECT WATER RIGHTS</u>.

St. George shall file and seek the approval of the State Engineer of Utah on all change applications required to satisfy St. George's obligations to deliver Shivwits Reuse Water in accordance with this Agreement. The Shivwits Reuse Water delivered by St. George to the Shivwits Band pursuant to this Agreement constitutes a contractual commitment and is a compromise and settlement of certain water rights claims of the Parties to this Agreement in the