

1 3.4 The Shivwits Band may use the Shivwits Water Rights for any beneficial use off the
2 Shivwits Reservation in accordance with the St. George Water Reuse Agreement (**Exhibit C**),
3 the Santa Clara Project Agreement (**Exhibit B**), or this Agreement, and all applicable Federal and
4 State laws.

5 4.0 SHIVWITS GROUNDWATER RIGHT

6 The Band shall have the right in perpetuity to the use of the groundwater underlying the
7 Shivwits Indian Reservation up to 100 acre-feet annually. The priority of the Shivwits
8 Groundwater Right shall be April 21, 1916.

9 5.0 SHIVWITS REUSE WATER RIGHT

10 The Band shall have the right in perpetuity to 2,000 acre-feet of water annually from the
11 St. George Water Reuse Project, as set forth more fully in the St. George Water Reuse Project
12 Agreement, which is attached as **Exhibit C** and incorporated herein by reference. The Shivwits
13 Band shall have the first priority to the reuse water provided from the St. George Water
14 Reclamation Facility.

15 6.0 SHIVWITS SANTA CLARA WATER RIGHT

16 The Shivwits Band shall have the right in perpetuity to 1,900 acre-feet of water annually
17 from the Santa Clara River System, with an 1890 priority date, in accordance with the terms of
18 the Santa Clara Project Agreement, which is attached as **Exhibit B** and incorporated herein by
19 reference.

20 7.0 ON-RESERVATION SPRINGS AND RUN-OFF

21 The Shivwits Band may use water from the springs and run-off located on the Shivwits
22 Reservation. The amount used from these sources will be reported annually to the Utah State
23 Engineer by the Shivwits Band and shall be counted against the annual 4,000 acre-feet Shivwits
24 Water Rights.

25 8.0 ADDITIONAL PROJECTS

26 8.1 Nothing in this Agreement shall be interpreted or construed to prevent the Shivwits
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