

1 use of Ivins Reservoir that accrued at any time up to and including the Effective Date determined
2 by section 14(a) of the Settlement Act. The continued use of the Ivins Reservoir is addressed in
3 the Santa Clara Project Agreement.

4 9.4 Waiver of Claims by the Shivwits Band Against the United States.

5 Except as otherwise provided in this Settlement Agreement, the Settlement Act, or the
6 Judgment and Decree, the Shivwits Band on behalf of itself and its Members, by virtue of their
7 execution of this Settlement Agreement, hereby waive and release:

8 9.4.1 All claims for water rights that accrued at any time up to and including the
9 Effective Date determined by section 14(a) of the Settlement Act, and any continuation thereafter
10 of any of these claims, that the Shivwits Band or its Members may have against the United States,
11 its agencies or employees.

12 9.4.2 All claims for injuries to water rights, or failure to protect, acquire or
13 develop water rights that accrued at any time up to and including the Effective Date determined
14 by section 14(a) of the Settlement Act, and any continuation thereafter of any of these claims, that
15 the Shivwits Band or its Members may have against the United States, its agencies or employees.

16 9.4.3 All claims for uncompensated rights of way and trespasses by any person or
17 entity regarding the presence and use of Ivins Reservoir, Winsor Dam, Ivins Canal (aka the Santa
18 Clara Bench Canal), the City of St. George underground domestic water pipeline and water
19 storage tank, and any other uncompensated uses or trespasses related to water conveyance or
20 storage on the Shivwits Reservation that accrued at any time up to and including the Effective
21 Date determined by section 14(a) of the Settlement Act, and any continuation thereafter of any of
22 these claims, that the Shivwits Band or its Members may have against the United States, its
23 agencies or employees. The continued use of Ivins Reservoir is addressed in the Santa Clara
24 Project Agreement.

25 9.4.4. All claims arising out of or resulting from the negotiation or the adoption
26 of this Settlement Agreement, exhibits to this Settlement Agreement, the Settlement Act, or any
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