water, or any successor facility.

4.0 WATER DELIVERIES BY ST. GEORGE TO THE SHIVWITS BAND.

St. George shall be capable of delivering, and shall begin to deliver upon request of the Shivwits Band, the Shivwits Reuse Water no later than two (2) years after all state and federal approvals, environmental clearances and permits for the construction of the St. George Water Reuse Project are obtained, and shall continue such deliveries, or if the Parties so agree, deliveries of Alternative Water, at Shivwits Capacity when required by the Delivery Schedule, in perpetuity each Reuse Water Delivery Year thereafter.

5.0 PROJECT CONSTRUCTION.

5.1 St. George shall be solely responsible for the design, permitting, engineering and construction of the St. George Water Reuse Project.

5.2 St. George shall cooperate with the Shivwits Band in constructing the St. George Water Reuse Project in a manner that integrates the delivery pipeline with the Shivwits Band's receiving structure; provided, however, that St. George shall have no obligation to deliver the Shivwits Reuse Water at more than zero pressure head.

5.3 St. George and the Shivwits Band each shall pay for their proportionate share of the design, permitting, engineering and construction costs of the St. George Water Reuse Project. The present value of the Shivwits' proportionate share of the design, permitting, engineering and construction costs of the St. George Water Reuse Project is $5.5 million. Subject to the occurrence of the actions identified in Section 10.0 of this Agreement, and subject to the availability of funds appropriated by Congress and deposited into the Shivwits Band Trust Fund for this purpose, the Shivwits Band and the United States shall pay the Shivwits Band's share of these costs to St. George in advance of construction, but only after: (a) the project has been designed and its construction has been bid; (b) St. George has demonstrated to the Shivwits Band and the United States that the St. George Water Reuse Project as designed and bid contains redundancy features consistent with industry standards; (c) St. George has satisfied all permit,