

1 Trust Fund for this purpose, the Shivwits Band and the United States shall pay the Shivwits
2 Band's share of these costs in full to St. George within 60 days from the date St. George has
3 provided the Shivwits Band and the United States with a copy of the Certificate of Substantial
4 Completion for the St. George Water Reuse Project and demonstrated to the Shivwits Band and
5 the United States that St. George is capable of delivering the full quantity of Shivwits Reuse
6 Water pursuant to this Agreement. The Certificate of Substantial Completion shall denote that
7 the engineer and owner of the St. George Water Reuse Project consider the Project ready to
8 deliver water for its intended use, and this shall be documented by the engineer delivering to the
9 owner of and contractor for the St. George Water Reuse Project a definitive Certificate of
10 Substantial Completion applying generally accepted engineering standards.

11 6.3 Upon payment by the Shivwits Band and the United States to St. George of the
12 \$9.5 million for the purposes identified in Section 6.2 of this Agreement, (a) St. George shall be
13 responsible for the operation, maintenance, repair, and replacement of the St. George Water
14 Reuse Project; and (b) the Shivwits Band and the United States shall have no further obligation
15 for the operation, maintenance, repair, and replacement costs necessary for St. George to deliver
16 Shivwits Reuse Water to the Shivwits Band in accordance with this Agreement.

17 6.4 St. George shall exercise reasonable diligence and care to avoid interruptions of
18 delivery of Shivwits Reuse Water. St. George shall consult with the Shivwits Band periodically,
19 but on no less than an annual basis, to schedule in a manner that will avoid or minimize harm to
20 the Shivwits Band, bonafide operational and maintenance activities that are likely to result in
21 interruptions of the delivery of Shivwits Reuse Water. St. George may interrupt delivery of
22 Shivwits Reuse Water for bonafide operational or maintenance reasons that it was not otherwise
23 able to schedule in advance with the Shivwits Band, but only for such reasonable time as may be
24 unavoidable. St. George shall provide reasonable advance notice of such interruptions if the
25 nature of the interruption permits such notice; provided, however, that if reasonable advance
26 notice cannot be given, St. George shall notify the Shivwits Band of the interruption as soon as