appropriated.

12.0 COUNTERPARTS.

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

13.0 ENTIRE AGREEMENT.

This Agreement supercedes any prior understanding, representation, or agreement of the Parties regarding the subject matter hereof.

14.0 EVIDENTIARY EFFECT OF NEGOTIATIONS.

This Agreement has been arrived at in the process of good faith negotiations for the purpose of resolving legal disputes, including pending litigation, and all Parties agree that no offers and/or compromises made in the course thereof shall be construed as admissions against interest or be used in any legal proceeding other than one for approval, confirmation, interpretation, or enforcement of this Agreement.

15.0 FORCE MAJEURE.

15.1 St. George shall exercise reasonable diligence and care to avoid interruptions of delivery of Shivwits Reuse Water, and shall not be liable for any damage or loss occasioned by any failure or interruption caused by a state of Force Majeure. For purpose of this Agreement, Force Majeure means acts of God, acts of public enemies, insurrection, riots, fires, explosions, floods, earthquakes, strikes, emergency actions St. George may be compelled to take to prevent serious injuries or death to persons, lawful orders or acts of civil or military authority, or other causes of similar nature. St. George shall restore its delivery of Shivwits Reuse Water as soon as is reasonably possible after such delivery is interrupted due to a state of Force Majeure.

15.2 In the event St. George believes a state of Force Majeure exists such that St. George cannot meet its obligation to deliver Shivwits Reuse Water as required by this Agreement, St. George shall provide written notification to the Shivwits Band as expeditiously as possible, but no later than sixty (60) days, after the event that resulted in a state of Force Majeure. This