

1 written notice shall describe the anticipated duration of St. George's inability to deliver Shivwits
2 Reuse Water, the cause or causes of the state of Force Majeure, a description of the measure(s) to
3 be taken by St. George to permit it to meet its obligation to deliver Shivwits Reuse Water, and an
4 estimated timetable for implementation of these measures. St. George shall take all reasonable
5 measures to resume delivery of Shivwits Reuse Water after a state of Force Majeure occurs and
6 written notification of same is provided by St. George.

7 **16.0 GOVERNING LAW AND RIGHTS AND REMEDIES.**

8 16.1 This Agreement shall be construed in accordance with the applicable law of the
9 State of Utah and applicable Federal law. Nothing contained herein waives the right of the United
10 States or the Shivwits Band to object to the jurisdiction of the courts of the State of Utah to
11 adjudicate any dispute arising under this Agreement, or waives the right of any Party to object to
12 the jurisdiction of any federal court to adjudicate any dispute arising under this Agreement.

13 16.2 The Parties shall have all rights and remedies provided under applicable federal or
14 state law for a breach or threatened breach of this Agreement; provided, however, that because
15 this Agreement is intended to supply water in perpetuity to the Shivwits Band in lieu of the water
16 rights claims filed by the United States for the benefit of the Shivwits Band in the Virgin River
17 Adjudication, termination of this Agreement for breach of this Agreement is not a permitted or
18 authorized right or remedy under this Agreement. These rights and remedies shall not be mutually
19 exclusive, and the exercise of one or more of these rights and remedies shall not preclude the
20 exercise of any other rights and remedies. Each Party confirms that damages at law may be an
21 inadequate remedy for a breach or threatened breach of any provision hereof and the respective
22 rights and obligations of the Parties hereunder shall be enforceable by specific performance,
23 injunction, or other equitable remedy. Nothing in this Agreement shall be construed to waive the
24 sovereign immunity of the United States.

25 **17.0 MODIFICATION OF AGREEMENT.**

26 Any modification of this Agreement or additional obligation assumed by any Party in