connection with this Agreement shall be binding only if evidenced in writing and signed by each Party or an authorized representative of each Party.

19.0 Necessary Acts and Cooperation.

19.1 The Parties shall do any act or thing and execute any and all instruments required by this Agreement and which are necessary and proper to make effective the provisions of this Agreement; provided, however, that the United States shall not be required to do any act or thing that is not authorized by law and for which funds have not been appropriated by Congress; and provided, further, that Utah shall not be required to do any act or thing that is not authorized by law and for which funds have not been appropriated by the Utah legislature.

19.2 The Parties shall not protest any applications filed with the State Engineer of Utah in furtherance of or as needed to effectuate the provisions of this Agreement, the St. George Water Reuse Agreement, or the Settlement Agreement.

19.3 The Parties shall not file any objection or protest to any Proposed Determination which may be issued by the State Engineer of Utah in furtherance of or as needed to effectuate this Agreement, the St. George Water Reuse Agreement, or the Settlement Agreement; except to the extent that such Proposed Determination may be inconsistent with these agreements.

19.4 The Parties shall not file any objection or protest to the Proposed Judgment and Decree that is filed by stipulation of the Parties in the Virgin River Adjudication.

19.5 The Parties shall file in the Virgin River Adjudication those documents required to obtain a judgment and decree, pursuant to Utah Rule of Civil Procedure 54(b), that is final as to all parties to the Santa Clara Division of the Virgin River Adjudication and from which no further appeals may be taken, which confirms the Utah State Engineer's Proposed Determination regarding the water rights pooled in accordance with this Agreement, the Shivwits Water Right set forth in the Settlement Agreement, and changes all "prior to 1890" water rights set forth in the 1922 adjudication entitled *St. George Santa Clara Field Co., et al. v. Newcastle Reclamation Co., et al.* to "1890" water rights.