Project Agreement; (b) five million dollars ($5,000,000.00) in consideration of the Shivwits Band's execution of a waiver and release of claims against the United States; and (c) one million dollars ($1,000,000.00) for the Shivwits Band's share of the operation, maintenance, repair and replacement costs associated with this Agreement;

11.6 Approval by the State Engineer of Utah of any and all applications necessary to effectuate the terms of this Agreement, the St. George Water Reuse Agreement, and the Settlement Agreement, from which no further appeals may be taken;

11.7 Execution by Utah Division of Wildlife Resources, WCWCD, and Lower Gunlock of the document required in subsection 8.1.4 of this Agreement;

11.8 Issuance of a judgment and decree in the Virgin River Adjudication, 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; and

11.9 The Secretary of the Interior has published a notice in the Federal Register that all of the actions identified in this Section 11 have been completed.

12.0 Contingent Upon Appropriation of Funds

The expenditure or advance of any money or the performance of any obligation by the United States under this Agreement shall be contingent upon appropriation of funds therefore. No liability shall accrue to the United States or to any other Party in the event funds are not appropriated.

13.0 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.