

1 rights claims filed by the United States on behalf of the Shivwits Band in the Virgin River
2 Adjudication, termination of this Agreement for breach of this Agreement is not a permitted or
3 authorized right or remedy under this Agreement. These rights and remedies shall not be mutually
4 exclusive, and the exercise of one or more of these rights and remedies shall not preclude the
5 exercise of any other rights and remedies. Each Party confirms that damages at law may be an
6 inadequate remedy for a breach or threatened breach of any provision hereof and the respective
7 rights and obligations of the Parties hereunder shall be enforceable by specific performance,
8 injunction, or other equitable remedy. Nothing in this Agreement shall be construed to waive the
9 sovereign immunity of the United States.

10 17.0 MODIFICATION OF AGREEMENT.

11 Any modification of this Agreement or additional obligation assumed by any Party in
12 connection with this Agreement shall be binding only if evidenced in writing and signed by each
13 Party or an authorized representative of each Party.

14 18.0 NECESSARY ACTS AND COOPERATION.

15 18.1 The Parties shall do any act or thing and execute any and all instruments required
16 by this Agreement and which are necessary and proper to make effective the provisions of this
17 Agreement; provided, however, that the United States shall not be required to do any act or thing
18 that is not authorized by law and for which funds have not been appropriated by Congress; and
19 provided, further, that Utah shall not be required to do any act or thing that is not authorized by
20 law and for which funds have not been appropriated by the Utah legislature.

21 18.2 The Parties shall not protest any applications filed with the State Engineer of Utah
22 in furtherance of or as needed to effectuate the provisions of this Agreement, the St. George
23 Water Reuse Agreement, or the Santa Clara Project Agreement.

24 18.3 The Parties shall not file any objection or protest to any Proposed
25 Determination(s) that may be issued by the State Engineer of Utah in furtherance of or as needed
26 to effectuate this Agreement, the St. George Water Reuse Agreement, or the Santa Clara Project
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