

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

3 18.0 NECESSARY ACTS AND COOPERATION.

4 18.1 The Parties shall do any act or thing, and execute any and all instruments required
5 by this Agreement and which are necessary and proper to make effective the provisions of this
6 Agreement; provided, however, that the United States shall not be required to do any act or thing
7 that is not authorized by law and for which funds have not been appropriated by Congress; and
8 provided further, that Utah shall not be required to do any act or thing that is not authorized by
9 law and for which funds have not been appropriated by the Utah legislature.

10 18.2 The Parties shall not protest any applications filed with the State Engineer of Utah
11 in furtherance of or as needed to effectuate the provisions of this Agreement, the Santa Clara
12 Project Agreement, or the Settlement Agreement.

13 18.3 The Parties shall not file any objection or protest to an amended Proposed
14 Determination which may be issued by the State Engineer of Utah in furtherance of or as needed
15 to effectuate this Agreement, the Santa Clara Project Agreement, or the Settlement Agreement,
16 except to the extent that such amended Proposed Determination may be inconsistent with these
17 agreements.

18 18.4 The Parties shall not file any objection or protest to the Proposed Judgment and
19 Decree that is filed by stipulation of the Parties in the Virgin River Adjudication.

20 18.5 The Parties shall file in the Virgin River Adjudication those documents required
21 to obtain a decree, pursuant to Utah Rule of Civil Procedure 54(b), that is final as to all parties to
22 the Santa Clara Division of the Virgin River Adjudication and from which no further appeals may
23 be taken, which confirms the Shivwits Water Right as set forth in the Settlement Agreement.

24 19.0 NO WAIVER.

25 No delay or failure by any Party to exercise any right under this Agreement, and no partial
26 or single exercise of that right, shall constitute waiver of that or any other right, unless expressly