

1 F. Upon a proper showing of necessity, the provisions of this Agreement may be
2 modified, with proper notice and concurrence of the Court, only upon the mutual
3 consent of the parties to this Agreement, which consent shall not be unreasonably
4 withheld.

5 G. Because of the unique nature of Zion National Park, nothing in this Agreement
6 shall constitute an admission, waiver or precedent as to any party for any other
7 federal reserved water right claim in the State of Utah.

8 H. Nothing in this Agreement shall be construed or interpreted to:

9 1. in any way affect the water rights of the United States in the Virgin River
10 Basin for agencies and interests other than Zion National Park;

11 2. establish any standard to be used for the quantification of federal reserved
12 water rights in any other judicial or administrative proceeding;

13 3. limit in any way the rights of the parties or any person to litigate any issue
14 or question not resolved by this Agreement;

15 4. restrict the power of the United States to reserve water in the future, or
16 to acquire additional rights to the use of water under the laws of the State of Utah;
17 or

18 5. restrict the power of the State of Utah or the State Engineer in allocating,
19 administering or distributing the waters of the State.

20 I. Upon becoming effective, this Agreement will be the subject of a separate
21 proposed determination of water rights issued by the State Engineer specifically
22 covering the portion of the Virgin River Basin encompassing Zion National Park, and