

1 the parties hereto will cooperate to obtain an interlocutory decree covering same. If
2 the parties hereto are not successful in securing such interlocutory decree, this
3 Agreement shall nevertheless remain binding as among the parties hereto until a
4 final decree issues covering these water rights. The water rights of the United
5 States, as set forth and quantified herein, shall be protected under State law in the
6 same manner as any water right originating under State law, without losing its
7 character as or the attributes of a federal reserved water right as provided under
8 federal law.

9 J. The provisions of this Agreement, and particularly the provisions of Article II
10 hereof, shall be taken into consideration by the State Engineer in acting upon
11 applications, under State law, for new appropriations or change applications
12 upstream or up gradient of Zion National Park and shall be afforded the same
13 consideration in such proceedings as state appropriative rights; however, the United
14 States shall have the primary responsibility for protecting its own rights and for
15 filing appropriate protests in any proceedings before the State Engineer.

16 K. Upon entry of a decree covering the water rights of the United States for Zion
17 National Park, the East Entrance Well and the Taylor Creek Well, described in
18 Appendix F, will be administered with priority dates of June 13, 1930, and January
19 22, 1937, respectively, pursuant to the terms of Article I.A., and the State
20 appropriative water rights thereon will be withdrawn.