

other federal reserved water right claim in the State of Utah.

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

- a. in any way affect the water rights of the United States for agencies and interests other than Cedar Breaks National Monument;
- b. establish any standard to be used for the quantification of federal reserved water rights in any other judicial or administrative proceeding;
- c. limit in any way the rights of the parties or any person to litigate any issue or question not resolved by this Agreement;
- d. restrict the power of the United States to reserve water in the future, or to acquire additional rights to the use of water under the laws of Utah; or
- e. restrict the power of Utah or the State Engineer to allocate, administer, or distribute the waters of the State.

15. The water rights of the United States, as set forth and quantified herein, shall be protected under State law in the same manner as any water right originating under State law, without losing its character as or the attributes of a federal reserved water right as provided under federal law.

16. The provisions of this Agreement shall be taken into consideration by the State Engineer in acting upon applications, under State law, for new appropriations or change applications located adjacent to Cedar Breaks National Monument and shall be afforded the same consideration in such proceedings as state appropriative rights; however, the United States shall have the primary responsibility for protecting its own rights and for filing appropriate protests in any proceedings before the State Engineer.