

10. The United States may, to the extent and upon proof that specific diversions developed in the future are causing or may cause specific and significant adverse impacts to an identifiable resource or resources of Hovenweep National Monument, seek enforcement of the rights described herein through State or Federal law. This notwithstanding, the rights described herein are subordinated to and shall be unenforceable against any water rights presently perfected or approved under State law with priority dates prior to January 1, 1998.

11. If any provision of this Agreement is found to be unlawful and of no effect, the remaining provisions shall remain in effect and fully binding on the parties, and if necessary, the parties hereto shall resume negotiations to revise any such unlawful provision.

12. Upon a proper showing of necessity, the provisions of this Agreement may be modified only upon the mutual consent of the parties to this Agreement, which consent shall not be unreasonably withheld.

13. Because of the unique nature of Hovenweep National Monument, nothing in this Agreement shall constitute an admission, waiver or precedent as to any party for any 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 in the Colorado River Basin within the Southeastern Utah Colorado River Adjudication for federal agencies and federal interests other than Hovenweep National Monument;

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