

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 within the protection zones or up gradient of Hovenweep 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.

17. The United States and Utah agree that this agreement will define the United States' water rights for Hovenweep National Monument in the Southeastern Utah Colorado River Adjudication. The United States has not been served a summons in this adjudication. Upon service of the United States in the adjudication, Utah agrees to issue, within a reasonable time, a Proposed Determination which includes the water rights for Hovenweep National Monument. The parties hereto will cooperate to obtain an interlocutory decree on the Proposed Determination. If the parties hereto are not successful in securing the