

- 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;
- e. Restrict the power of Utah or the State Engineer to allocate, administer or distribute the waters of the State; or
- f. Settle other federal reserved water right issues of the United States.

14. The federal reserved 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 their character or the attributes of a federal reserved water right as provided under federal law.

15. The provisions of this Agreement and the reserved water rights provided for herein 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 zone or up-gradient of Timpanogos Cave 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 to protect its own rights and to file appropriate protests in any proceedings before the State Engineer.

16. The United States and Utah agree that this Agreement will define the United States' water rights for Timpanogos Cave National Monument in the Utah Lake and Jordan River Adjudication. Utah agrees to issue, within a reasonable time, an Addendum to the Proposed Determination for the area including Timpanogos Cave National Monument (American Fork River Subdivision, Area 55, Book No. 2). The parties hereto will then cooperate to obtain an interlocutory decree on the