

1 C. If any federal legislative or administrative action hereafter prevents the State of  
2 Utah from permitting development and use of water in any drainage or subdrainage  
3 subject to the subordination of the United States' federal reserved water right for  
4 Zion National Park herein contained, the undeveloped remainder of the water herein  
5 listed as available for future development in such drainage or subdrainage shall be  
6 made available in one or more other drainages covered by this Agreement. In the  
7 event of such federal legislative or administrative action, the parties hereto shall  
8 attempt to agree as to the drainage or drainages in which any such relocated  
9 quantity may be developed and how the limitations of the United States'  
10 subordination will be modified to facilitate the transfer of such water, provided that  
11 such development must occur within the drainages herein identified, and that no  
12 party will unreasonably withhold consent to such relocation.

13 D. The subordination to listed quantities and locations of future water development  
14 shall not be effective to the extent and upon proof that specific wells have caused,  
15 are causing, or may cause specific and significant adverse impacts to an identifiable  
16 resource or resources of Zion National Park. This notwithstanding, the provisions  
17 of this paragraph shall not apply to any groundwater rights presently perfected or  
18 approved under State law, with priority dates prior to January 1, 1996.

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