intervals to determine the extent of additional sedimentation encroachment and the location of the same, and thus to determine the loss of additional storage capacity, and to allocate the additional sedimentation losses between the parties in accordance with the provisions of paragraph 6 above.

Accordingly, the parties agree that the minimum elevation line established in paragraph 4 hereof shall hold for the next five years from the date hereof. Upon conclusion of the this five year period, a sounding study will be conducted by an engineer mutually acceptable to the parties. The costs thereof shall be paid 60% by the Corporation and 40% by the Division. The minimum contour line will then be adjusted as provided for herein to meet the actual conditions as determined by the sounding study.

(a) Sounding studies will then be repeated at five year intervals at the joint and agreed proportionate expense of the parties as provided above.

(b) If the parties mutually agree that such a study is not required at the end of any given five year interval, then the study for that period of time can be mutually waived; provided however, that if either party wants to have the five year study done at that time, the study will be conducted at the joint and proportionate expense of the parties as set forth above.

(c) If either party believes that sedimentation is occurring more heavily in its allocated storage space, then the entity complaining shall be entitled to request a sedimentation study to be conducted earlier than the required five year intervals, but in that event, the study shall be conducted at the sole expense of the party requesting it. If such an earlier study is made by an engineer mutually agreeable to the parties, the contour line and space allocations will be adjusted at that time and shall remain fixed at this level for the next five years or until another study is made in accordance with the terms hereof. In no event shall