

(d) Upon conclusion of the stabilization period the Corporation shall resume normal operation of the reservoir in accordance with the needs of its shareholders and the terms and conditions of the agreement.

9. Operation of the Reservoir.

The Corporation shall pay all expenses for operation, maintenance, repair and replacement of the dam and reservoir and all appurtenant structures and facilities, and shall hold the Division free of liability of any nature whatsoever arising out of or in connection with the maintenance, operation, repair and replacement of the dam, reservoir and appurtenant structures and facilities. The Corporation shall have the right to operate the reservoir according to the needs of its shareholders, so long as the reservoir is not lowered below the applicable minimum elevation in accordance with the terms of this agreement.

Additionally, the Corporation will maintain sufficient water in storage at all times to provide the water necessary to replace evaporation, transpiration and seepage from the reservoir. Water required to replace evaporation, transpiration and seepage losses shall be in addition to the water required to maintain the fish conservation pool, less future sedimentation losses, as required by this agreement. Any water stored and not used to replace evaporation, transpiration and seepage losses, as segregated out from Application #11929, may be used for all other authorized purposes by the Corporation in accordance with its ownership interest as reflected herein.

10. Public Access.

The Corporation shall at all times provide free public access for ingress and egress to and from the dam and reservoir, and access to the entire shoreline and surface of said reservoir for fishing, hunting, boating and all other related activities. In the event the Corporation enters into an agreement with another entity to administer the land and water areas of the reservoir, said agreement shall contain