

the extent water is withdrawn from the conservation pool by order of the State Engineer, it shall be replaced within a period of one year after repairs or maintenance are completed, provided the availability of water is sufficient to accomplish the replacement.

5. Any loss of storage capacity in Sand Hollow Reservoir due to sedimentation or siltation will be prorated between the Division and the District in proportion to their respective storage capacity rights.

6. The District and the Division shall work cooperatively to provide reasonable public access to the reservoir and will specify in the Sand Hollow Reservoir Operation and Recreation Plan those areas of the reservoir and adjacent shoreline that shall be open to the public.

7. The District shall exercise reasonable diligence and care to provide the conservation pool to the Division and shall not be liable for any damage or loss occasioned by any failure or interruption caused by a state of Force Majeure. For purpose of this Agreement, Force Majeure means acts of God, acts of public enemies, insurrection, riots, fires, explosions, drought, floods, earthquakes, strikes, emergency actions the District may be compelled to take to prevent serious injuries or death to persons, lawful orders or acts of civil or military authority, or other causes of similar nature.

8. The Division assumes no liability whatsoever for the operation, maintenance or repair of Sand Hollow Reservoir, or any of its features, and the Division shall not be liable for any claim of any nature whatsoever arising from the operation or maintenance of said reservoir by the District. As governmental entities, each party