

APPENDIX B

SAMPLE PERMIT

State of Wisconsin
County of Rusk

File No: _____

PERMIT

THIS AGREEMENT, made and entered into the _____ day of _____, between Dairyland Power Cooperative, a corporation under the laws of the State of Wisconsin, with principal offices in La Crosse County, Wisconsin (hereinafter referred to as the "Cooperative"), whose Post Office address is 3200 East Avenue South, PO Box 817, La Crosse, Wisconsin 54602-0817 and

(Hereinafter referred to as the "Permittee", whose Post Office Address is _____)

WITNESSETH:

WHEREAS, DPC is the holder of a FERC license #1960, which authorizes the hydro project which creates the Dairyland Reservoir in Rusk County, Wisconsin and owns and operates a dam known as the Flambeau Hydroelectric Project in connection with the Reservoir, the waters of which are used or intended to be used by DPC in its own business and for the purpose of generating electrical energy (sometimes collectively referred to herein as the "Project"); and

WHEREAS the Permittee has requested permission to erect and maintain a dock, boat ramp, or other structure(s) on property or waters of DPC (shoreline in fee or Reservoir bottom), said structures and facilities to be located on property of DPC substantially as shown on a plat hereto attached as Exhibit "A" and made part hereof by reference thereto; and

WHEREAS it is proper that an agreement be entered into so that there will be no misunderstanding as to the ownership and control of the Reservoir and lands in, on, or adjacent thereto, or of said dock, boat ramp, or other structure(s).

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which are hereby acknowledged, DPC hereby grants to the Permittee, subject to the use of the land or waters by DPC for Project purposes, a permit to erect and maintain a recreational structure on the following described lands or waters in, on and/or adjacent to the Dairyland Reservoir.

This permit is granted by DPC and accepted by the Permittee subject to the following terms and conditions:

1. This permit is a personal privilege and will not be used by the Permittee for any commercial or business purpose.
2. Plans for any recreational structure to be built or constructed in, or and/or adjacent to the Reservoir shall be approved in writing by DPC in advance of construction.
3. Permittee shall not permit the discharge of sewage or other objectionable matter into the water of said Reservoir and shall comply with all federal, state, and local laws, ordinances, and regulations.
4. Subject to the rights herein granted, Permittee shall use all necessary precautions to protect the environmental features of the area including measures to prevent soil erosion and protect existing vegetative cover and the water quality of the Reservoir.
5. Permittee shall not use the above described premises in such a manner as to endanger health, create a nuisance, or otherwise be incompatible with overall Project use.
6. All electrical work shall be in accordance with the current version of the National Electrical Code (N.E.C.) Standards for Wet Location, Marinas, and Boatyards, the National Electrical Safety Code and all other federal, state and local electrical codes.
7. Permittee agrees that the use of the premises is subject to such orders, rules and regulations as the FERC or its successors has issued or may issue for the Project.
8. Permittee acknowledges that, subject to FERC authority and consistent with its license, DPC has full, unconditional, unrestricted and complete right and privilege to raise or lower, restrict, control, store, retain, withhold, increase, decrease, retard, stop, obstruct, divert or use the waters of the Dairyland Reservoir in any manner DPC, its successors and assigns may deem expedient; and the erection, operation and maintenance by the Permittee of a permitted structure or facility shall in no way interfere with the use, regulation or control of the Reservoir by DPC, its successors or assigns, and the rights and privileges granted by this permit are subordinate to the use, regulation and control of said Reservoir by DPC, its successors and assigns.
9. Permittee agrees that the Permittee does not now nor will the Permittee, the Permittee's heirs, administrators, successors or assigns, hereafter set up any claim or property rights in or to submerged lands or to lands or property owned in fee by DPC in, on and/or adjacent to the Reservoir by reason of the occupancy or use of said property under this Agreement.
10. The authority hereby granted is not exclusive, is not transferable or assignable by the Permittee without the written consent of DPC, and is subject to revocation or cancellation at any time by DPC or by Permittee; such revocation or cancellation may be either verbal or written and is to be effective immediately and

without further notice. If this permit is revoked, any improvements or structures and facilities on said described property are to be removed within a reasonable time, not exceeding sixty (60) days from the date of notice, at the expense of the Permittee; and if not so removed by the Permittee, the recreational structures and facilities shall forthwith become the property of DPC and without expense or cost to DPC.

11. The Permittee agrees to indemnify, hold harmless and defend DPC, its directors, officers, shareholders, agents, servants, and employees from and against any action, cause of action, claim, cost or expense of any kind and nature relating to the construction, maintenance, occupancy and use of the permitted structure or facility, by any person whomsoever, including without limitation, third parties, subcontractors of the Permittee or Cooperative, and agents and employees of them, including but not limited to, claims for personal injury, property damage, or product damages, and reasonable attorney fees, environmental consultant fees, and the costs of investigating and defending against any claims or proceedings that may be incurred by DPC relating to or arising out of the use of the above described lands by the Permittee as herein provided, excepting only those situations where the personal injury or property damage claims have been directly caused by reason of the sole negligence of DPC, its agents or employees.

12. Within the Project Boundary, the Permittee must abide by the following covenants: (i) the use of the lands conveyed shall not endanger health, create a nuisance, or otherwise be incompatible with overall project recreational use; (ii) the grantee shall take all reasonable precautions to ensure that the construction, operation, and maintenance of structures or facilities on the conveyed lands will occur in a manner that will protect the scenic, recreational, and environmental values of the project; and (iii) the grantee shall not unduly restrict public access to project waters.

PERMITTEE

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
Rusk County)

Personally came before me this _____ day of _____, _____
the above named _____ to me known to be the person who
executed the foregoing instrument and acknowledge the same.

Notary Public, State of Wisconsin
My Commission expires _____.

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
Rusk County)

 Personally came before me this _____ day of _____, _____
the above named _____ to me known to be the person who
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