

CONSOLIDATED WATER POWER COMPANY
P.O. BOX 8050
WISCONSIN RAPIDS, WISCONSIN 54495-8050

BOAT STORAGE AND ACCESS PERMIT

This permit, made this day, _____, between Consolidated Water Power Company, a Wisconsin corporation with offices located at Wisconsin Rapids, Wisconsin, "Permitter", and _____ "Permittee", Witnesseth:

(LDBSA member full name and address)

WHEREAS, Permitter has entered into a permit agreement with the Lake DuBay Sailing Association for the construction and maintenance of a boat storage facility on a parcel of land on the DuBay Flowage, described as follows and as shown on attached Exhibit "A".

Part of the SE1/4, NW1/4, Section 11, T25N, R7E, Town of Dewey, Marathon County, Wisconsin

WHEREAS, Permittee is an active member of the Lake DuBay Sailing Association and desires to store their personal sailboat at this storage facility.

NOW, THEREFORE, Permitter does hereby grant to Permittee the right to store their personal sailing boat and Permittee does hereby agree to the following terms and conditions:

1. This permit is strictly for the storage of Permittee's personal sailboat; no other improvements are allowed.
2. The term of this permit is one (1) calendar year, beginning the execution date of this permit and ending the thirty-first day of December, 2010; unless the term shall be sooner terminated as hereinafter provided.
3. The term of this permit will extend from year to year unless terminated sooner for whatever reason as stipulated in paragraph 4 below.
4. Permitter may terminate this permit at any time during the term of the permit by giving the Permittee 30 days' notice in writing of its desire to terminate the same.
5. This permit is not assignable.
6. This permit does not grant Permittee the right to exclude the public from using any portion of the above described property for lawful activities in accordance with Permitter's current land use policy. However, the Permittee has the right to exclude the public from using the gravel storage area and access drive leading to the storage area or personal property stored on the LDBSA storage facility. Permitter reserves the right of access and entry onto the property and Permittee shall allow Permitter and its agents and employees upon the subject property at any and all times.
7. Permittee will be responsible that any personal items associated with their sailboat are properly secured. At no time will flammable liquids or gases be stored at the storage facility other than the gasoline contained in approved boat motor containers on the boat. Bulk storage of flammable liquids or gases is strictly prohibited. Permittee will be responsible for any and all normal and customary legal fees, fines, remediation, restoration of the Permitter's property or other surrounding properties damaged as a result of Permittee's or Permittee's agents' activities or negligence which might cause environmental or other damage to the Permitter's property.
9. Permitter shall not be liable for injuries to any person or persons or damage to any property sustained by any person or persons on, in, or about said premises arising out of or incidental to the occupation and use thereof by the Permittee, and without limiting the generalities of the foregoing, Permitter shall not be liable for any damages to any property or injuries to any person or persons on said premises by water from the Wisconsin River and its tributaries due to any cause whatsoever. Permittee agrees to hold harmless, indemnify and defend Permitter from the same. Permittee further agrees that he/she will indemnify and defend Permitter against any loss, damages, claims, demands, expenses (including attorneys' fees), liabilities, assessments, fines, penalties, remedial actions and/or orders caused by or in any manner related to Permittee's use or occupancy of the property covered by this Agreement. No liability shall accrue to Permitter by reason of the operation of the DuBay hydroelectric project, including damages or inconveniences that may result from raising or lowering the flowage level.

10. The Permittee shall not use the premises in such a way as to endanger health, create a nuisance, or otherwise be incompatible with overall project recreational use, public access, aesthetic conditions, or other licensed project purposes as contemplated by the Federal Energy Regulatory Commission for Project No. 1953, DuBay Flowage.

11. The Permittee shall take all reasonable precautions to ensure that their use, operation, and maintenance of the boat storage area will occur in a manner that will protect the scenic, recreational and environmental values of the project.

12. Permittee shall contact Consolidated Water Power Company prior to considering any other activities than that already agreed upon in this permit.

13. The covenants contained herein shall be binding on both parties, their heirs, executors, administrators, successors and assigns.

14. This Agreement constitutes the entire agreement between the parties with respect to the premises described herein and supercedes any and all previous agreements, whether verbal or written, between the parties respecting such subject matter. No change or modification of this Agreement shall be valid unless in writing and signed by the party sought to be bound thereby.

IN WITNESS WHEREOF, The Permitter has caused this Permit to be signed by its authorized representative and the Permittee has signed the day and year first above written.

Permittee's Name

CONSOLIDATED WATER POWER COMPANY

By: _____

By: _____
Consolidated Water Power
Resources Manager