

APPENDIX 4

COOPERATIVE AGREEMENT

This agreement made and entered into this 9th day of May, 19 69, by and between WISCONSIN MICHIGAN POWER COMPANY, having its principal office in Appleton, Wisconsin, hereinafter called the Company and the STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES, hereinafter called the Department.

WHEREAS, one of the functions and purposes of the Department is to promote public recreation programs and sound natural resource management, and

WHEREAS, the Company desires to both continue and expand its support of and active participation in the promotion of said programs and management utilizing the lands and waters contained within the Company's developed hydroelectric projects in Wisconsin.

NOW THEREFORE, the Company and Department do hereby join together to achieve said programs and, subject to paragraphs 10 and 11 below, do mutually agree as follows:

1. Except for those lands required for plant or other operating facilities, the Company shall, during its continued ownership thereof, continue to retain those Company lands adjacent to water courses and impoundments in a primitive wilderness-like condition.
2. The Company shall initiate sound forest management and timber resource utilization practices on its lands, modifying such practices where practical to give full recognition to desirable wildlife and aesthetic management practices and the provision of Number 1 above.
3. The Company shall continue to permit wide public use of its holdings for recreational purposes consistent with adequate protection for the public, the resources, the Company facilities and plant operations.
4. The Company shall continue the operation and maintenance of the present system of water access sites.

5. To aid the public in the full enjoyment of the resources, the Company shall employ the standard marking system recommended by the Department to identify canoe portage routes around each of its hydroelectric plants, and shall construct and maintain basic facilities necessary to facilitate the use of such routes, consistent with the topography and physical features at each location and with proper plant operations.
6. In recognition of the growing need for public recreational opportunities, the Company may, upon mutual agreement with the Department, lease, exchange, give or sell to qualified local or state agencies such additional lands or rights in lands as may be reasonably required to accommodate an orderly scheme of recreational development by local or state agencies, consistent with provisions for adequate protection for the public, and, in the judgment of the Company, the Company's facilities and operations, together with reasonable assurance of continued sound management and production by the Company.
7. The Department shall provide technical assistance in planning public recreational projects or programs on Company property and in periodic evaluations of the Company's forest management plans.
8. The Department shall continue to work with local units of government in providing technical assistance and, where appropriate, funds for development of access sites or other public recreation facilities on water bodies created by Company structures where compatible with Company operations.
9. In the event additional public recreation facilities become necessary and desirable, the Department shall, upon mutual agreement with the Company, acquire and develop intensive-use recreation sites, including the possible

lease, easement or purchase of lands from the Company, and shall encourage and assist Wisconsin counties to acquire and develop available lands.

10. Nothing contained herein shall preclude the Company from the use or disposal of any of its hydroelectric projects, including the lands associated therewith, or other lands, in such a manner as may, in the judgment of its management, be in its best interest.

11. The Department recognizes that where federally licensed project lands are involved, requisite approval of the Federal Power Commission must be obtained prior to the execution of any lease, easement or transfer of Company lands.

12. This agreement is subject to termination by either party upon one year's written notice to the other.

This agreement shall serve to further cooperative efforts in the planning and managing of lands of the Menominee River watershed in Wisconsin for sound resource management and public recreation.

IN WITNESS WHEREOF, the WISCONSIN MICHIGAN POWER COMPANY and the STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES have caused these presents to be executed on their behalf on the day and year first above written.

John G. Quale  
John G. Quale,  
President  
Wisconsin Michigan Power Company

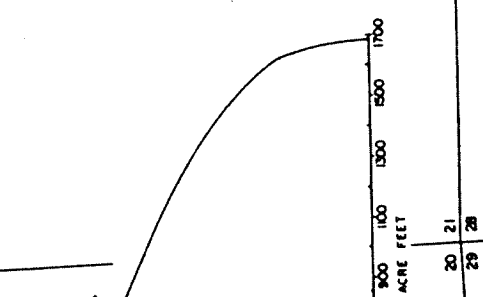
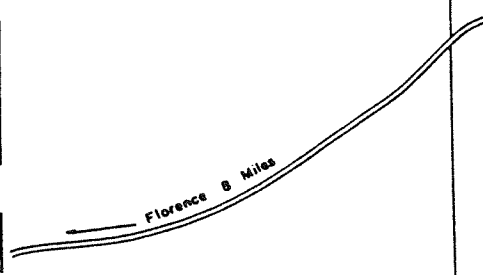
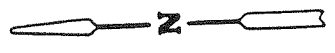
J. K. Babbitt  
J. K. Babbitt,  
Vice-President and General Manager  
Wisconsin Michigan Power Company

L. P. Voigt  
L. P. Voigt, Secretary  
State of Wisconsin Department of Natural  
Resources

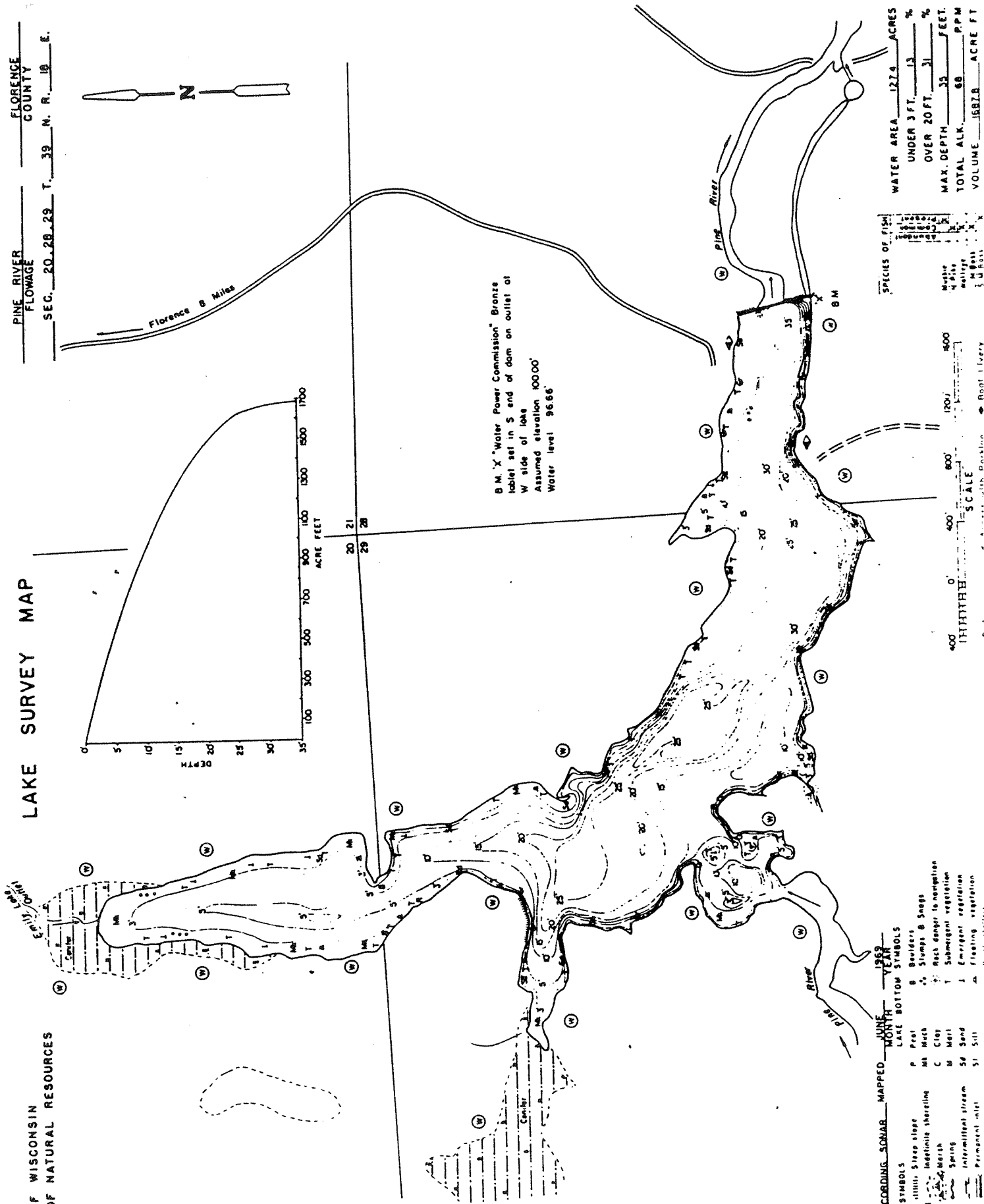
PINE RIVER FLOWAGE FLORENCE COUNTY  
 SEC. 20, 28, 29 T. 39 N. R. 18 E.

# LAKE SURVEY MAP

STATE OF WISCONSIN  
 DEPARTMENT OF NATURAL RESOURCES

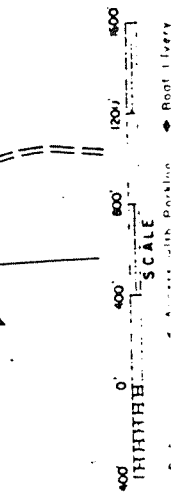


B.M. 'X' Water Power Commission Bronze  
 tablet set in S end of dam on outlet at  
 W side of lake  
 Assumed elevation 100.00'  
 Water level 96.66'



WATER AREA	127.4	ACRES
UNDER 3 FT.	13	%
OVER 20 FT.	31	%
MAX. DEPTH	35	FEET
TOTAL ALK.	68	PPM
VOLUME	1687.8	ACRE FT

SPECIES OF FISH	
Brook Trout	✓
Whitefish	✓
Smallmouth Bass	✓
Rock Bass	✓
Bluegill	✓
Golden Shiner	✓
Common Carp	✓
Channel Catfish	✓
Blackchin Shiner	✓
White Crayfish	✓
Water Penny	✓
Dragonfly	✓
Beetle	✓
Water Bug	✓
Water Snake	✓
Water Mole	✓
Water Frog	✓
Water Toad	✓
Water Snake	✓
Water Bug	✓
Water Penny	✓
Dragonfly	✓
Beetle	✓
Water Bug	✓
Water Snake	✓
Water Mole	✓
Water Frog	✓
Water Toad	✓



EQUIPMENT	RECORDING	SONAR	MAPPED	MONTH	YEAR
LAKE BOTTOM SYMBOLS					
P	Pool				
B	Beaver's				
MS	Mud				
S	Slumps				
C	Clay				
M	Marl				
Sd	Sand				
Sl	Silt				
TOPOGRAPHIC SYMBOLS					
B	Brush				
W	Woods				
C	Cleared				
P	Pastured				
A	Agricultural				
S	Steep slope				
I	Intermittent shoreline				
M	Marsh				
S	Spring				
I	Intermittent stream				
P	Perennial stream				
A	Arroyo				