



under the Right-of-Way, oil and sewer lines, and other facilities, in such manner as not to create an unreasonable interference with the use of the Right-of-Way.

24. Any authorized use or occupation of the subject military lands in connection with the construction, operation, maintenance or termination of the Pipeline System shall be subject to such rules and regulations as the installation commanders may from time to time prescribe. The military departments reserve the right to modify or change conditions to protect military interests as circumstances may from time to time warrant.

25. Transportation, storage and use of explosives during construction of the Pipeline System shall be permitted only in conformance with the applicable installation regulations. Permittees shall secure copies of these regulations from the installation commanders. Use of all explosives on military reservations shall be in strict conformance with U.S. Army Corps of Engineers Safety Manual, and Permittees shall secure copies of this manual from the installation commander. At least thirty (30) days in advance of any underwater blasting, Permittees shall submit to the installation commander a plan for such blasting. The plan shall set forth blasting locations, types and amounts of explosives, date or dates of blasting, and the reason for blasting.

26. The use of pesticides and herbicides shall be in accordance with applicable military regulations. An approved list of pesticides and herbicides, together with application constraints shall be obtained from the installation commander.

27. Permittees shall locate and/or install the Pipeline System in such manner so as to preclude the creation of ground fog and/or ice fog conditions which will in any way decrease the operational capability of the air fields located on Eielson Air Force Base, Fort Wainwright and Fort Greely. Studies or other data supporting the location or construction techniques utilized by Permittees to accomplish the requirements of this condition shall be submitted to the installation commander for review and approval thirty (30) days prior to commencement of construction on the lands herein described.

28. Prior to commencement of construction, Permittees shall submit a schedule of their construction activities on the military installation involved. This schedule shall be in such detail as may be required by the installation commander and during the course of construction this schedule shall be updated and resubmitted as may be required by the installation commander.

B. Definitions

As used above, the following terms have the meanings indicated:

1. "Installation Commander": The Commanding Officer of a military installation, e.g., Fort Wainwright, Fort Greely, Eielson Air Force Base.
2. "District Engineer": The District Engineer, U.S. Army Engineer District, Alaska, Anchorage, Alaska.

DEPARTMENT OF THE ARMY,
OFFICE OF THE CHIEF OF ENGINEERS,
Washington, D.C., November 23, 1973.

Mr. DAVID E. LINDGREN,
Deputy Solicitor,
Department of the Interior,
Washington, D.C.

DEAR MR. LINDGREN: By letter dated 14 November 1973 we furnished you certain provisions to be included in the right-of-way permit for the construction of the Trans-Alaska Pipeline. These provisions protect military interests where the pipeline right-of-way crosses or otherwise affects military installations.

In this letter we reserved the right to make reasonable modifications or changes from time to time. We are furnishing herewith a revision of Exhibit E which clarifies the intent of various paragraphs and eliminates certain paragraphs in which the provision is already adequately covered in the stipulations of the Final Environmental Impact Statement.

It is the intention of the Department of the Army and the Department of the Air Force to permit the construction, operation, maintenance, and termination of the Trans-Alaska



Pipeline in a way that is compatible with both military operations and the Pipeline System, and that the necessary approvals requested by the Pipeline System will not be unreasonably withheld.

Sincerely,

WOODROW BERGE,
Director of Real Estate.

NOTE.—The “revision” referred to above in this letter was modified in certain respects before being incorporated into this Agreement and the Director of Real Estate, D.O.A., Office of Chief of Engineers, has been apprised of the modifications in all material respects.

DEPARTMENT OF THE ARMY,
OFFICE OF THE CHIEF OF ENGINEERS,
Washington, D.C., November 14, 1973.

MR. DAVID E. LINDGREN,
*Deputy Solicitor,
Department of the Interior,
Washington, D.C.*

DEAR MR. LINDGREN: This refers to our DAEN-CWZ-W letter dated 9 November 1973 concerning review of your 20 July 1973 draft permit on the construction of the Trans-Alaska Pipeline. We indicated then that the permit should contain conditions to protect military interests where the pipeline right-of-way crosses or otherwise affects military installations.

We have prepared and are inclosing a set of such provisions to be incorporated in the draft permit as Exhibit E.

While these conditions are as accurate as we can foresee at this time, military exigencies and local circumstances may require that reasonable modifications or changes be made from time to time and the discretion to make such changes has been reserved in our proposed Exhibit E.

Sincerely,

WOODROW BERGE,
Director of Real Estate.



EXHIBIT C

Requirements of the Federal Power Commission Relating to Power Sites

A. With respect to any Federal Lands that are classified, withdrawn or reserved for power purposes, the grant of the Right-of-Way is, in accordance with the findings of the Federal Power Commission (Docket No. DA-112-Alaska, U.S. Department of the Interior, issued on December 6, 1973), made subject to:

* * * the retention of prior rights for reservoir or power development, and subject to the condition that in

the event the said land is required for such purposes, any improvements or structures placed thereon which shall be found to interfere with such development shall be removed or relocated as may be necessary to eliminate interference with reservoir or power development at no cost to the United States, its permittees or licensees.

B. The Permittees herein shall not be deemed to be "permittees or licensees" within the meaning of the aforesaid findings of the Federal Power Commission.



EXHIBIT D

Stipulations for the Agreement and Grant of Right-of-Way for the Trans-Alaska Pipeline

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1. GENERAL

1.1. Definitions

1.1.1. As used in these Stipulations and elsewhere in this "Agreement and Grant of Right-of-Way for Trans-Alaska Pipeline", the following terms have the following meanings:

1.1.1.1. "Access Roads" means the roads constructed or used by Permittees within, or for ingress to and egress from, the Pipeline System. It does not include the proposed State highway from the Yukon River to Prudhoe Bay, Alaska, or any other State highway.

1.1.1.2. "Affiliate" means (a) a Subsidiary of a Parent, or (b) the Parent of the Subsidiary, or (c) in the case of a corporate Subsidiary, one or more corporations that share the Parent with the Subsidiary by reason of the fact that all of the outstanding capital stock of each of the corporations that share the Parent is owned directly or indirectly by the Parent, or (d) in the case of Sohio Pipe Line Company, any corporation of which all of the outstanding capital stock is owned directly or indirectly by The Standard Oil Company, an Ohio corporation, or The British Petroleum Company, Limited, a United Kingdom corporation, or both.

1.1.1.3. "Authorized Officer" means the employee of the Department, designated by the Secretary, to whom the Secretary delegates the authority to act on behalf of the Secretary pursuant to this Agreement or such other Person to whom the Authorized Officer redelegates his authority pursuant to the delegation of authority to the Authorized Officer from the Secretary.

1.1.1.4. "Business Entity" means an artificial legal entity, formed to conduct one or more ventures for profit, or not for profit, that is duly authorized and empowered to sue and be sued, and to hold the title to property, in its own name.

1.1.1.5. "Category 1(c) Lands" means lands selected by the State and not tentatively approved and not withdrawn under section 11(a)(2) of the Alaska Native Claims Settlement Act.

1.1.1.6. "Category 1(d) Lands" means lands selected by the State and not tentatively approved and which were withdrawn under section 11(a)(2) of the Alaska Native Claims Settlement Act but which are not available for village or regional selection under section 22(1) of the Alaska Native Claims Settlement Act, 85 Stat. 713, 43 U.S.C. § 1621 (1970).

1.1.1.7. "Commissioning" means the acceptance and custody by Permittees of the first Oil tendered for shipment through the Pipeline after provision for line fill and tank bottoms. Permittees shall, by written notice, promptly advise the Authorized Officer of the date upon which such acceptance and custody takes place.

1.1.1.8. "Construction Mode" means the type of construction to be employed generally with regard to the Pipeline (e.g., whether the pipe will be buried or elevated).

1.1.1.9. "Construction Segment" means a portion of the Pipeline System that constitutes a complete physical entity or stage, in and of itself, which can be constructed, independently of any other portion or stage of the Pipeline System, in a designated area or between two given geographical points reasonably proximate to one another. It is not to be construed as referring to the entirety of the Pipeline or of the Pipeline System.

1.1.1.10. "Construction Subdivision" means any one of approximately six (6) large, lineal sections of the route of the Pipeline as determined by the Authorized Officer after consulting with Permittees.

1.1.1.11. "Department" means the Department of the Interior of the United States, or any successor department or agency.

1.1.1.12. "Final Design" comprises completed design documents. It shall include contract plans and specifications; proposed Construction Modes; operational requirements necessary to justify designs; schedules; design analysis (including sample calculations for each particular design feature); all functional and engineering criteria; summaries of tests conducted and their results; and other considerations pertinent to design and project life expectancy.

1.1.1.13. "Involuntary Passage of Title" means a Transfer that is made by the exercise of a power of sale primarily for the benefit of creditors, or in accordance with the judgment, order or decree of a court in bankruptcy, eminent domain or other similar proceedings, or pursuant to any act or resolution of a sovereign legislative body directing a lawful taking of property.

1.1.1.14. "Mapping Segment" means a Construction Subdivision, or any part thereof, as determined by the Authorized Officer; *provided, however*, that with respect to a pump station, basic communication site, remote control valve site, mechanical refrigeration equipment site and



any other like Related Facility, a Mapping Segment means the entire site.

1.1.1.15. "Notice to Proceed" means a permission to initiate Pipeline System construction that is issued in accordance with Stipulation 1.7.

1.1.1.16. "Oil" means unrefined liquid hydrocarbons, including gas liquids.

1.1.1.17. "Parent" means a Person or Business Entity whose direct or indirect legal or beneficial ownership interest in, or with respect to, a Transferee or Permittee enables that Person or Business Entity to control the Transferee's or the Permittee's management or policies.

1.1.1.18. "Permittee" means any one of the Permittees.

1.1.1.19. "Permittees" means the Original Permittees, or their respective successors or assigns holding an undivided ownership interest in the Right-of-Way to the extent sanctioned by the Secretary in accordance with the provisions of this Agreement.

1.1.1.20. "Person" means a natural person.

1.1.1.21. "Persons" means more than one Person.

1.1.1.22. "Pipeline System" means all facilities located in Alaska used by Permittees in connection with the construction, operation, maintenance or termination of the Pipeline. This includes, but is not limited to, the Pipeline, storage tanks, Access Roads, communications sites, airfields, construction camps, materials sites, bridges, construction equipment and facilities at the origin station and at the Valdez terminal. This does not include facilities used in connection with production of oil or gathering systems, nor does it include such things as urban administrative offices and similar facilities which are only indirectly involved.

1.1.1.23. "Preliminary Design" means the establishment of project criteria (i.e., construction, including design, and operational concepts) necessary to delineate the project to be constructed. As a minimum it includes the following: design criteria and project concepts; evaluation of field data used to establish the design criteria; drawings showing functional and technical requirements; reports of all test data compiled during the data collection and preliminary design evaluation; standard drawings (if applicable) or drawings to support structural design concepts of each typical facility or structure; proposed Construction Modes; outline project specifications; sample

computations to support the design concepts and bases for project siting.

1.1.1.24. A. "Related Facilities" means those structures, devices, improvements, and sites, the substantially continuous use of which is necessary for the operation or maintenance of the Oil transportation pipeline, including:

- (1) line pipe and supporting structures;
- (2) pump stations, including associated buildings, heliports, structures, yards and fences;
- (3) valves and other control devices, and structures housing them;
- (4) monitoring and communications devices, and structures housing them;
- (5) surge and storage tanks, and related containment structures;
- (6) bridges;
- (7) terminals, including associated buildings, heliports, structures, yards, docks, and fences;
- (8) a gas fuel line and electrical power lines necessary to serve the Pipeline;
- (9) retaining walls, berms, dikes, ditches, cuts and fills, including hydraulic control structures;
- (10) storage buildings and structures, and areas for storage of supplies and equipment;
- (11) administrative buildings;
- (12) cathodic protection devices;
- (13) mechanical refrigeration equipment; and
- (14) such other facilities as the Authorized Officer shall determine to be Related Facilities.

B. "Related Facilities" not authorized by this Agreement include roads and airports. Authorizations for such Related Facilities shall be given by other instruments.

C. "Related Facilities" does not mean those structures, devices, improvements, sites, facilities or areas, the use of which is temporary in nature such as those used only for construction purposes. Among such are: temporary camps; temporary landing strips; temporary bridges; temporary Access Roads; temporary communications sites; temporary storage sites; disposal sites; and construction use areas.



1.1.1.25. "Secretary" means the Secretary of the Interior of the United States, his delegate or lawful successor.

1.1.1.26. "Secretary of Labor" means the Secretary of Labor of the United States, his delegate or lawful successor.

1.1.1.27. "Subsidiary" means a Business Entity, that may or may not be a Permittee; the management and policies of which are controlled by a Parent directly or indirectly through one or more intermediaries.

1.1.1.28. "Transfer" means the passage of any right, title or interest in property (real, personal or mixed) by sale, grant, assignment, operation of law or otherwise, and whether voluntary or not.

1.1.1.29. "Transferee" means any Person, Business Entity or governmental or quasi-governmental body or authority in which there is, or there is proposed to be, vested any right, title, or interest of a Permittee in the Agreement or the Right-of-Way pursuant to a Transfer.

1.1.1.30. "Transferor" means any Permittee that makes, or that seeks to make, a Transfer of any right, title or interest in this Agreement or the Right-of-Way.

1.1.2. Terms defined elsewhere in this Agreement:

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1.2. Responsibilities

1.2.1. Except where the approval of the Authorized Officer is required before Permittees may commence a particular operation, neither the United States nor any of its agents or employees agrees, or is in any way obligated, to examine or review any plan, design, specification, or other document which may be filed with the Authorized Officer by Permittees pursuant to these Stipulations.

1.2.2. The absence of any comment by the Authorized Officer or any other agent or employee or contractor of the United States with respect to any plan, design, specification, or other document which may be filed by Permittees with the Authorized Officer shall not be deemed to represent in any way whatever any assent to, approval of, or concurrence in such plan, design, specification, or other document or of any action proposed therein.

1.2.3. With regard to the construction, operation, maintenance and termination of the Pipeline System: (1) Permittees shall ensure full compliance with the provisions of this Agreement, including these Stipulations, by their agents, employees and contractors (including subcontractors of any tier), and the employees of each of them. (2) Unless clearly inapplicable, the requirements and prohibitions imposed upon Permittees by these Stipulations are also imposed upon each Permittee's agents, employees, contractors, and subcontractors, and the employees of each of them. (3) Failure or refusal of a Permittee's agents, employees, contractors, subcontractors, or their employees to comply with these Stipulations shall be deemed to be the failure or refusal of the Permittee. (4) Each Permittee shall require its agents, contractors and subcontractors to include these Stipulations in all contracts and subcontracts which are entered into by any of them, together with a provision that the other contracting party, together with its agents, employees, contractors and subcontractors, and the employees of each of them, shall likewise be bound to comply with these Stipulations.

1.2.4. Permittees shall make separate application, under applicable statutes and regulations, for authorization to use or occupy Federal Lands in connection with the Pipeline System where the lands are not within the Right-of-Way granted by this Agreement.