

U. S. DEPARTMENT OF AGRICULTURE Forest Service  <b>SPECIAL-USE PERMIT</b>  Authority: <u>Mineral Leasing Act</u> <u>Act of February 25, 1920</u>	Holder No.	Issue Date	Expir. Date
	4 0 1 2-0 1	0 3/1 4/9 6	1 2/3 1/2
	Type Site(s)	Authority	Auth. Type
	6 3 1	4 4 2	2 0
	Region/Forest/District	State/County	
	0 2/ 1 0 / 01, 02, 05	2 6/ 0 4 1	
		153 097	
	Cong. Dist.	Latitude	Longitude
	0 1	---	---

*Embargo Energy*  
~~Lakehead Pipe Line~~, Limited Partnership, ~~a Delaware Limited Partnership~~  
 (Holder Name)

21 West Superior St., Suite 400                      Duluth                      MN                      55802

(hereinafter called the Holder) is hereby authorized to use or occupy National Forest System lands, to use subject to the conditions set out below, on the Hiawatha National Forest.

This permit covers <sup>24.91</sup> Acres and/or 32.30 miles and is issued for the purpose of:  
A Right-of-Way for a 30" oil pipeline.

Because of a change in Lakehead Pipeline ownership, the issuance of this special use permit is intended to supersede all previous permits and amendments.

Description list and pipeline sketch is attached and made a part of this permit.

The above described or defined area shall be referred to herein as the "permit area".

**TERMS AND CONDITIONS**

**I. AUTHORITY AND GENERAL TERMS OF THE PERMIT**

1. Authority This permit is issued pursuant to the authorities enumerated at Title 36, Code of Federal Regulations, Section 251 Subpart B, as amended. This permit, and the activities or use authorized, shall be subject to the terms and conditions of the Secretary's regulations and any subsequent amendment to them.

2. Authorized Officer The authorized officer is the Regional Forester or a delegated subordinate officer.

3. License This permit is a license for the use of federally owned land and does not grant any permanent, possessory interest in real property, nor shall this permit constitute a contract for purposes of the Contract Disputes Act of 1978 (41 U.S.C. 611). Loss of the privileges granted by this permit by revocation, termination, or suspension is not compensable to the holder.

4. Amendment This permit may be amended in whole or in part by the Forest Service when, at the discretion of the authorized officer, such action is deemed necessary or desirable to incorporate new terms, conditions, and stipulations as may be required by law, regulation, land management plans, or other management decisions.

5. Existing Rights This permit is subject to all valid rights and claims of third parties. The United States is not liable to the holder for the exercise of any such right or claim.

6. Nonexclusive Use Unless expressly provided in additional terms, this permit is not exclusive. The Forest Service reserves the right to use or allow others to use any part of the permit area for any purpose.

7. Public Access and Use Unless specifically limited under additional terms to this permit, the holder agrees to allow the public free and unrestricted access to and use of the permit area at all times for all lawful purposes. To facilitate public use of the permit area, all existing roads or roads as may be constructed by the holder shall remain open to the public, except for roads as may be closed by joint agreement of the holder and the authorized officer.

8. Forest Service Right of Entry and Inspection The Forest Service shall have free and unrestricted access at all times, including the right to enter into all buildings, dwellings, and other facilities to ensure compliance with the terms and conditions of this permit. In addition, the Forest Service may enter the authorized facilities for any purpose or reason consistent with any right or obligation of the United States under any law or regulation.

9. Assignability This permit is not assignable or transferable. If the holder through death, voluntary sale or transfer, enforcement of contract, foreclosure, or other valid legal proceeding shall cease to be the owner of the improvements, this permit shall terminate.

10. Permit Limitations Nothing in this permit allows or implies permission to build or maintain any structure or facility, or to conduct any activity unless specifically provided for in this permit. Any use not specifically identified in this permit must be approved by the authorized officer in the form of a new permit or permit amendment.

## II. TENURE AND ISSUANCE OF A NEW PERMIT

1. Expiration at the End of the Authorized Period This permit will expire at midnight on December 31, 2026. Expiration shall occur by operation of law and shall not require notice, any decision document, or any environmental analysis or other documentation.

2. Minimum Use or Occupancy of the Permit Area Use or occupancy of the permit area shall be exercised at least 365 days each year, unless otherwise authorized in writing under additional terms of this permit.

3. Notification to Authorized Officer If the holder desires issuance of a new permit after expiration, the holder shall notify the authorized officer in writing not less than six (6) months prior to the expiration date of this permit.

4. Conditions for Issuance of a New Permit At the expiration or termination of an existing permit, a new permit may be issued to the holder of the previous permit or to a new holder subject to the following conditions:

a. The authorized use is compatible with the land use allocation in the Forest Land and Resource Management Plan.

b. The permit area is being used for the purposes previously authorized.

c. The permit area is being operated and maintained in accordance with the provisions of the permit.

X d. The holder has shown previous good faith compliance with the terms and conditions of all prior or other existing permits, and has not engaged in any activity or transaction contrary to Federal contracts, permits, laws, or regulation.

5. Discretion of Forest Service Notwithstanding any provisions of any prior or other permit, the authorized officer may prescribe new terms, conditions, and stipulations when a new permit is issued. The decision whether to issue a new permit to a holder or successor in interest is at the absolute discretion of the Forest Service.

### III. RESPONSIBILITIES OF THE HOLDER

1. Plans If required by the authorized officer, all plans for development, layout, construction, reconstruction, or alteration of improvements on the permit area, as well as revisions of such plans, must be prepared by a licensed engineer, architect, and/or landscape architect. Such plans must be approved in writing by the authorized officer or a designated representative before the commencement of any work. A holder may be required to furnish as-built plans, maps, or surveys, or other similar information, upon completion of construction.

2. Maintenance The holder shall maintain the improvements and permit area to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the authorized officer, and consistent with applicable Federal, State, and local health and safety and other requirements.

3. Hazard Analysis The holder has a continuing responsibility to identify and abate hazardous conditions on the permit area which could affect the improvements or pose a risk of injury to individuals. Any actions to abate such hazards shall be performed after consultation with the authorized officer.

X 4. Compliance with Laws, Regulations, and other Legal Requirements The holder, in exercising the uses authorized by this permit, will assume responsibility for compliance with the regulations of the Department of Agriculture and all Federal, State, county, and municipal laws, ordinances, or regulations which are applicable to the area or operations covered by this permit. The obligations of the holder under this permit are not contingent upon any duty of the Forest Service to inspect the premises. A failure by the Forest Service, or other governmental officials, to inspect is not a defense to noncompliance with any of the terms and conditions of this permit.

5. Fire Prevention and Suppression The holder shall take all reasonable precautions to prevent and suppress forest fires. Open fires are prohibited except with written permit from the authorized officer or the authorized officer's agent.

6. Change of Address The holder shall immediately notify the authorized officer of a change in address.

7. Change in Ownership of the Authorized Improvements This permit is not assignable and terminates upon change of ownership of the improvements. The holder shall immediately notify the authorized officer when a change in ownership is pending. Notification by the present holder and potential owner shall be executed using Form FS-2700-3, Special Use Application and Report, or Form FS-2700-3a, Request for Termination of and Application for Special-Use Permit. Upon receipt of the proper documentation, the authorized officer may issue a permit to the new owner of the improvements.

#### IV. LIABILITY

For purposes of this section, "holder" includes the holder's heirs, assigns, agents, employees, and contractors.

1. Risk of Loss The holder assumes all risk of loss of the property. Loss to the property may result from, but is not limited to, theft, vandalism, fire, avalanches, rising waters, winds, falling limbs or trees, and acts of God. If the authorized

improvements are destroyed or substantially damaged, the authorized officer shall conduct an analysis to determine whether the improvements can be safely occupied in the future and whether rebuilding should be allowed.

X 2. Damage to Property of the United States The holder has an affirmative duty to protect from injury and damage the land, property, and other interest of the United States. Damage includes, but is not limited to, fire suppression costs and all costs and damages associated with or resulting from the release or threatened release of a hazardous substance occurring during or as a result of the holder's activities on, or related to, the lands property, and other interests covered by the permit.

a. The holder shall compensate in full the United States for damages occurring under the terms of this permit or under any law or regulation applicable to the National Forests. The holder shall be liable for all injury, loss, or damage, including fire suppression, or other costs associated with rehabilitation or restoration of natural resources, associated with the holder's use or occupancy. Compensation shall include, but is not limited to, the value of resources damaged or destroyed, the costs of restoration, cleanup, or other mitigation, fire suppression or other types of abatement costs, and all administrative, legal (including attorney fees), and other costs in connection therewith.

b. With respect to roads, the holder shall be liable for damages to all roads and trails of the United States open to public use caused by the holder's use to the same extent as provided under paragraph IV (B)(1), except that liability shall not include reasonable and ordinary wear and tear.

c. In addition to liability provided in this paragraph, the holder may incur strict liability for certain high hazard situations if so provided by additional clauses appended to this permit.

3. Indemnification and Liability of the United States The holder shall comply with all applicable federal, state, and local laws and regulations, including but not limited to the Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq, the Oil Pollution Act, 33 U.S.C. 2701 et seq, the Clean Air Act, 42 U.S.C. 7401 et seq, the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq, and the Comprehensive Environmental Response, Control, and Liability Act, 42 U.S.C. 9601 et seq, as subsequently amended. The holder shall indemnify, defend, and hold the United States harmless for any violations incurred under any such laws and regulations or for any costs, damages, claims, liabilities, and judgements arising from past, present, and future acts or omissions of the holder in connection with the use and/or occupancy authorized by this permit. This indemnification and hold harmless agreement includes, but is not limited to, acts and omissions of the holder in connection with the use and/or occupancy authorized by this permit which result in: (1) violations of the above or any applicable laws and regulations; (2) judgements, claims, or demands assessed against the United States; (3) costs, expenses, and damages incurred by the United States; or (4) other releases or threatened releases on or into land, property, and other interest of the United States by solid waste and/or hazardous substance(s).

The holder's indemnification of the United States shall also include any damage to life or property arising from the holder's occupancy or use of land, property, and other interest of the United States. The United States has no duty to inspect permit area or to warn of hazards and, if the United States does inspect the permit area, it shall

incur no additional duty nor liability for identified or non-identified hazards. This covenant may be enforced by the United States in a court of competent jurisdiction.

#### V. TERMINATION, REVOCATION, AND SUSPENSION

1. General For purposes of this permit, "termination", "revocation", and "suspension" refer to the cessation of uses and privileges under the permit.

"Termination" refers to the cessation of the permit under its own terms without the necessity for any decision or action by the authorized officer. Termination occurs automatically when, by the terms of the permit, a fixed or agreed upon condition, event, or time occurs. For example, the permit terminates at expiration. Terminations are not appealable.

"Revocation" refers to an action by the authorized officer to end the permit because of noncompliance with any of the prescribed terms, or for reasons in the public interest. Revocations are appealable.

"Suspension" refers to a revocation which is temporary and the privileges may be restored upon the occurrence of prescribed actions or conditions. Suspensions are appealable.

2. Revocation or Suspension The Forest Service may suspend or revoke this permit in whole or part for:

- a. Noncompliance with Federal, State, or local laws and regulations.
- b. Noncompliance with the terms and conditions of this permit.
- c. Reasons in the public interest.
- d. Abandonment or other failure of the holder to otherwise exercise the privileges granted.

3. Opportunity to Take Corrective Action Prior to revocation or suspension for cause pursuant to Section V (B), the authorized officer shall give the holder written notice of the grounds for each action and a reasonable time, not to exceed 90 days, to complete the corrective action prescribed by the authorized officer.

4. Removal of Improvements Upon abandonment, revocation, termination, or expiration of this authorization, the holder shall remove within a reasonable time prescribed by the authorized officer all structures and improvements, except those owned by the United States, and shall restore the site. If the holder fails to remove all structures or improvements within the prescribed period, they shall become the property of the United States and may be sold, destroyed or otherwise disposed of without any liability to the United States. However, the holder shall remain liable for all cost associated with their removal, including costs of sale and impoundment, cleanup, and restoration of the site.

#### VI. FEES

1. Termination for Nonpayment This permit shall automatically terminate without the necessity of prior notice when land use rental fees are 90 calendar days from the due date in arrears.

2. Fees - Linear Rights-of-Way, Annual Payment The holder shall pay annually in advance a sum determined by the Forest Service to be the fair market value of the use granted by this authorization. The initial payment is set at \$ 0 for the remainder of the calendar year. Subsequent payments shall be determined by the use of annual fee schedule. The Forest Service may adjust the amount of payment annually by an appropriate factor to reflect more nearly the fair market value of the use. At certain intervals the Forest Service shall review the fee and adjust the fee as necessary to assure that it is commensurate with the value of the authorized rights and privileges.

as determined by appraisal or other sound business management principles. Failure of the holder to make the annual payment, late payment charge, and other charges when due shall terminate this authorization.

3. Payment Due Date The payment due date shall be the close of business on January 1st of each calendar year payment is due. Payments due the United States for this use shall be deposited at Unit Collection Officer, FS, PO Box 60,000 File #21659, San Francisco, CA 94160-1659 in the form of a check, draft, or money order payable to "Forest Service, USDA." Payments shall be credited on the date received by the designated Forest Service collection officer or deposit location. If the due date for the fee or fee calculation statement falls on a non workday, the charges shall not apply until the close of business on the next workday.

4. Late Payment Interest Pursuant to 31 USC 3717, and regulations at 7 CFR Part 3, Subpart B, and 4 CFR Part 102, an interest charge shall be assessed on any payment or financial statement not received by the due date. Interest shall be assessed using the most current rate prescribed by the United States Department of Treasury's Fiscal Requirements Manual (TFRM-6-8020.20). Interest shall accrue from the date the payment or financial statement was due. In the event that two or more billings are required for delinquent accounts, administrative costs to cover processing and handling of the delinquent debt will be assessed.

5. Additional Penalties In the event of permit termination pursuant to provisions VI (A), and prior to the issuance of a new permit, a penalty of 6 percent per year shall be assessed on any fee amount overdue in excess of 90 days from the payment due date. This penalty shall accrue from the due date of the first billing or the date the fee calculation financial statement was due. The penalty is in addition to interest and any other charges specified in the above paragraph.

6. Disputed Fees Disputed fees are due and payable by the due date. No appeal of fees will be considered by the Forest Service without full payment of the disputed amount. Adjustments, if necessary, will be made in accordance with settlement terms or appeal decision.

7. Delinquent Fees a. Delinquent fees and other charges shall be subject to all rights and remedies afforded the United States pursuant to Federal law and implementing regulations (31 U.S.C. 3711 et seq.). b. The authorized officer shall require payment of fees owed the United States under any Forest Service authorization before issuance of a new permit.

## VII. OTHER PROVISIONS

1. Members of Congress No Member of or Delegate to Congress or Resident Commissioner shall benefit from this permit either directly or indirectly, except when the authorized use provides a general benefit to a corporation.

2. Appeals and Remedies Any discretionary decisions or determinations by the authorized officer are subject to the appeal regulations at 36 CFR 251, Subpart C, or revisions thereto.

3. Removal and Planting of Vegetation This permit does not authorize the cutting of timber or other vegetation. Trees or shrubbery may be removed or destroyed only after the authorized officer, or authorized officer's agent, has approved, and has marked or otherwise designated that which may be removed or destroyed. Timber cut or destroyed shall be paid for by the holder as follows: Merchantable timber at appraised value and young-growth timber below merchantable size at current damage appraisal value, **provided** that the Forest Service reserves the right to dispose of the merchantable timber to others than the holder at no stumpage cost to the holder. Trees, shrubs, and other

plants may be planted in such manner and in such places about the premises as may be approved by the authorized officer.

4. Superior Clauses In the event of any conflict between any of the preceding printed clauses or any provision thereof and any of the following clauses or any provision thereof, the preceding printed clauses shall control.

5. Esthetics The holder shall protect the scenic esthetic values of the area under this permit, and the adjacent land, as far as possible with the authorized use, during construction, operation, and maintenance of the improvements.

6. Nondiscrimination, Services During the performance of this authorization, the holder agrees that:

a. The holder and employees shall not discriminate by segregation or otherwise against any person on the basis of race, color, or national origin by curtailing or refusing to furnish accommodations.

b. Title VI attaches coverage to the holder's employment practices if discrimination in employment, impeded the delivery of services and benefits to people on the basis of their race, color, or national origin.

c. The holder shall include and require compliance with this nondiscrimination provision in any subcontract made with respect to the operations under this authorization.

d. Signs setting forth this policy of nondiscrimination, to be furnished by the Forest Service, will conspicuously be displayed at the public entrance to the premises, and at other exterior or interior locations as directed by the Forest Service.

7. Liability The holder shall be liable for all injury, loss, or damage, indirectly or directly resulting from or caused by the holder's use and occupancy of the area covered by this authorization, regardless of whether the holder is negligent, provided that the maximum liability without fault shall not exceed \$1,000,000 for any one occurrence. Payment of damages for occurrence where there is liability without fault (strict liability) does not limit the holder's liability for damages in excess of \$1 million where actual negligence is shown or imputed. Liability for injury, loss, or damage in excess of the specified maximum, shall be determined by the laws governing ordinary negligence.

8. Health, Safety, and Environmental Protection Holder shall take all measures necessary to protect the health and safety of all persons affected by its activities performed in connection with the construction, operation, maintenance, or termination of the right-of-way, and shall promptly abate as completely as possible any physical or mechanical procedure, activity, event, or condition, existing or occurring at any time: (1) that is susceptible to abatement by the holder, (2) which arises out of, or could adversely affect the construction, operation, maintenance, or termination of all or any part of the pipeline and (3) that causes or threatens to cause: (a) a hazard to the safety of workers or to public health or safety, or (b) serious and irreparable harm or damage to the environment (including but not limited to areas of vegetation or timber, fish or other wildlife populations, or their habitats, or any other natural resource). Holder shall immediately notify the authorized officer of all serious accidents which occur in connection with such activities.

9. Width of Right-of-Way (pipeline) The width of the right-of-way is limited to 60 feet plus the ground occupied by the pipeline.

10. Standards and Practices - Pipelines, Oil and Gas Transmission All designs, materials, and construction, operation, maintenance, and termination practices employed in connection with this use shall be in accordance with safe and proven engineering practices and shall meet or exceed the following standards: U.S.A. Standard Code for Pressure Piping, ANSI B 31.4, "Liquid Petroleum Transportation Piping System".

11. Pipeline Certification Requirements Pipeline and related mechanical facilities herein authorized shall be designed, constructed, operated and maintained under the supervision of, and certified by, a qualified professional engineer licensed in the State in which the project is located.

Operation of pipelines or related mechanical facilities is not authorized until the holder has furnished to the Forest Service written certification, by the qualified professional engineer who inspected construction, that the pipeline and related mechanical facilities have been constructed in accordance with the standards identified in clause VII-10 and the Forest Service has issued written operating approval.

X 12. Environmental Standards Holder shall conduct all activities associated with the pipeline in a manner that will avoid or minimize degradation of air, land, and water quality. In the construction, operation, maintenance, and termination of the pipeline, holder shall perform its activities in accordance with applicable air and water quality standards, related facility siting standards, and related plans of implementation, including but not limited to standards adopted pursuant to the Clean Air Act, as amended (42 USC 1857) and the Federal Water Pollution Control Act, as amended (33 USC 1321).

13. Surveys, Land Corners The holder shall protect, in place, all public land survey monuments, private property corners, and Forest boundary markers. In the event that any such land markers or monuments are destroyed in the exercise of the privileges authorized by this permit, depending on the type of monument destroyed, the holder shall see that they are reestablished or referenced in accordance with (1) the procedures outlined in the "Manual of Instructions for the Survey of the Public Land of the United States," (2) the specifications of the county surveyor, or (3) the specifications of the Forest Service. Further, the holder shall cause such official survey records as are affected to be amended as provided by law. Nothing in this clause shall relieve the holder's liability for the willful destruction or modification of any Government survey marker as provided at 16 U.S.C. 1858.

14. Revegetation, Surface Restoration of Ground Cover Holder shall be responsible for prevention and control of soil erosion and gullyng on lands covered by this permit and adjacent thereto, resulting from construction, operation, maintenance, and termination of the permitted use. Holder shall so construct permitted improvements to avoid the accumulation of excessive heads of water and to avoid encroachment on streams. Holder shall revegetate or otherwise stabilize all ground where the soil has been exposed and shall construct and maintain necessary preventive measures to supplement the vegetation.

15. Pesticide Use Pesticides may not be used to control undesirable woody and herbaceous vegetation, aquatic plants, insects, rodents, trash fish, etc., without the prior written approval of the Forest Service. A request for approval of planned uses of pesticides will be submitted annually by the holder on the due date established by the authorized officer. The report will cover a 12-month period of planned use beginning 3 months after the reporting date. Information essential for review will be provided in the form specified. Exceptions to this schedule may be allowed, subject to emergency request and approval, only when unexpected outbreaks of pests require control measures which were not anticipated at the time an annual report was submitted. Only those materials registered by the U.S. Environmental Protection Agency for the specific purpose planned will be considered for use on National Forest System lands. Label instructions will be strictly followed in the application of pesticides and disposal of



excess materials and containers.

16. Subsistence, Local Residents The holder shall use care not to damage any fish, wildlife, or biotic resources in the general area of the right-of-way upon which persons living in the area rely for subsistence purposes; and the holder will comply promptly with all requirements and orders of the authorized officer to protect the interests of such persons.

17. Oil and Gas Pipeline Authorization This authorization is issued for a period of 30 years ending on December 31, 2026. If the right-of-way project or facility is still being used for the purpose(s) previously authorized and is being operated and maintained in accordance with all the provisions of the authorization, if renewal is allowed under then existing law, and if the use is determined to be consistent with the then existing resource management plans for the affected land, the authorized officer shall renew the authorization for a term he deems to be reasonable under the circumstances. Abandonment of the right-of-way or noncompliance with any provision of Section 28 of the Mineral Leasing Act, as amended, or terms and conditions of this permit may be grounds for suspension or termination of same, if (1) after due notice to the holder of the right-of-way, (2) a reasonable opportunity to comply, and (3) an appropriate administrative proceeding pursuant to Title V, United States Code, Section 554, the authorized officer determines that any such grounds exist and that suspension or termination is justified.

18. Crude Oil Pipelines Any domestically produced crude oil transported by the permitted pipeline except such crude oil which is either exchanged in similar quantity for convenience or increased efficiency of transportation with persons or the government of an adjacent foreign state, or which is temporarily exported for convenience or increased efficiency of transportation across parts of an adjacent foreign state and reenters the United States, shall be subject to all of the limitations and licensing requirements of the Export Administration Act of 1969 (Act of December 30, 1969; 83 Stat. 841) and, in addition, before any crude oil subject to this section may be exported under the limitation and licensing requirements and penalty and enforcement provisions of the Export Administration Act, the President must make and publish and express finding that such exports will not diminish the total quantity or quality of petroleum available to the United States and are in the national interest and are in accord with the provisions of the Export Administration Act.

If the authorized officer determines that an immediate temporary suspension of activities within the right-of-way or permit area is necessary to protect public health or safety or the environment, such activities may be curtailed prior to an administrative proceeding.

19. Common-Carrier Operation, Oil and Gas Pipelines Pipelines and related facilities authorized herein, shall be constructed, operated, and maintained as common carriers. The holder shall accept, convey, transport, or purchase without discrimination, all oil or gas delivered to the pipeline without regard to whether the oil or gas was produced from Federal lands or nonfederal lands. In the case of oil and gas produced Federal lands or from resources on the Federal lands in the vicinity of the pipeline, the Secretary of the Interior may, after a full hearing with due notice thereof to the interested parties and proper finding of facts, determine the proportionate amounts to be accepted, conveyed, transported, or purchased. Provided, that this stipulation shall not apply to any natural gas pipeline operated by any person subject to regulation under the Natural Gas Act or by any public utility subject to regulation by a State or municipal regulatory agency having jurisdiction to regulate the rates and charges for the sale of natural gas to consumers within the State or municipality. Where natural gas is not subject to State regulatory or conservation laws governing its purchase by pipelines is offered for sale, each such pipeline shall purchase without discrimination, any such natural gas produced in the vicinity of the pipeline.

20. Implied Permission Nothing in this permit shall be construed to imply permission to build or maintain any structure not specifically named on the face of this permit, or approved by the authorized officer in the form of a new permit or permit amendment.

21. Archaeological-Paleontological Discoveries If, prior to or during excavation work, items of archaeological, paleontological, or historic value are reported or discovered, or an unknown deposit of such items is disturbed, the holder will immediately cease excavation in the area so affected. Holder will then notify the Forest Service and will not resume excavation until written approval is given by the authorized officer.

If it deems it necessary or desirable, the Forest Service may require the holder to have performed recovery, excavation, and preservation of the site and its artifacts at the holder's expense. At the option of the Forest Service, this authorization may be terminated at no liability by the United States when such termination is deemed necessary or desirable to preserve or protect archaeological, paleontological, or historic sites and artifacts.

22. Superseded Permit This permit supersedes a special-use permit designated 07/17/69.

23. Area Access The holder agrees to permit the free and unrestricted access to and upon the premises at all times for all lawful and proper purposes not inconsistent with the intent of the permit or with the reasonable exercise and enjoyment by the holder of the privileges thereof.

24. Improvement Relocation This permit is granted with the express understanding that should future location of United States Government-owned improvements or road rights-of-way require the relocation of the holder's improvements, such relocation will be done by, and at the expense of, the holder within a reasonable time as specified by the authorized officer.

25. Partnership Representative 1. A copy of the articles of a resolution of the partners specifically authorizing one or more of the partners to represent the permit holder in dealings with the Forest Service if not specified in the articles or partnership. 2. A list of the name and address of each partner.

26. Oil, Gas and Related Materials Pipeline Standards Related mechanical facilities such as pumps, pump stations, and tanks shall be designed, constructed, operated and maintained in accordance with safe and proven engineering practice, and meet or exceed recognized engineering standards for the type of facility.

27. Oil and Gas Pipelines In addition to the annual land rental fee, the holder shall, upon demand, pay to the United States such sums as the Forest Service shall determine to be required to reimburse the United States for all administrative and other costs incurred directly or indirectly by the United States in processing each application, including environmental studies, and in monitoring the construction, operation, maintenance, and termination of the pipeline or related facility, or portions thereof.

Additional extraordinary costs of monitoring such activities as construction, reconstruction, relocation, restoration, and rehabilitation of environmental damage caused by the holder's activities or by presence of the pipeline or related facility shall be determined by the Forest Service on the basis of actual expenditure and will be paid by holder upon demand.

This stipulation covers reimbursement of administrative costs, as required by Public Law 93-153, and does not cover damages to property of the United States which are covered elsewhere in this permit.

28. Operating Plan The holder or designated representative shall prepare and annually revise by January 1st an Operating Plan. The plan shall be prepared in consultation with the authorized officer or designated representative and cover all operations, regardless of season, as appropriate. The provisions of the Operating Plan and the annual revisions shall become a part of this permit and shall be submitted by the holder and approved by the authorized officer or their designated representative prior to commencing operations. The plan shall outline the holder's activities that will protect public health and safety and the environment and shall include sufficient detail and standards to enable the Forest Service to monitor operations for compliance.

Public reporting burden for collection of information, if requested, is estimated to average 1 hour per response for annual financial information; average 1 hour per response to prepare or update operation and/or maintenance plan; average 1 hour per response for inspection reports; and an average of 1 hour for each request that may include such things as reports, logs, facility and user information, sublease information, and other similar miscellaneous information requests. This includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Agriculture, Clearance Officer, OIRM, AG Box 7630, Washington D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OMB # 0596-0082), Washington, D.C. 20503.

This permit is accepted subject to the conditions set out above.

LAKEHEAD PIPE LINE COMPANY, LIMITED  
PARTNERSHIP, A DELAWARE LIMITED PARTNERSHIP

BY: Kevin Beatty  
KEVIN BEATTY  
MANAGER ENVIRONMENT

DATE: MARCH 28, 1966

U.S. DEPARTMENT OF AGRICULTURE  
FOREST SERVICE

BY: Robert T. Jacobs  
ROBERT T. JACOBS  
REGIONAL FORESTER

DATE: 3/14/1966