

TRANSCANADA KEYSTONE PIPELINE LP

January 19, 2009

Brett Koenecke
May, Adam, Gerdes & Thompson, LLP
P O Box 160
Pierre, SD 57501

NON-ENVIRONMENTAL PERMITS FOR SOUTH DAKOTA QUARTERLY REPORT


Enclosed is one set of Non –Environmental Permits received from state and local governments in the Fourth Quarter, ending December 31, 2008. The permits are being submitted to you for filing as part of the Public Utilities Commission Permit requirements for the Keystone Pipeline.

If you have any questions or need clarification on anything, please contact at the address or phone number listed below:

Kerwin Kostad
Permit Coordinator
7509 NW Tiffany Springs Parkway
Northpointe Circle II, Suite 200
Kansas City, MO 64153

Telephone: 816-880-4609 Ext 133
E-Mail: kkostad@donellis-associates.com

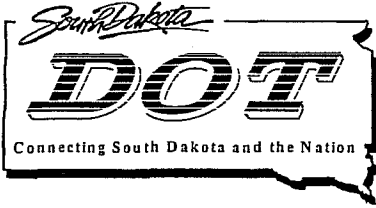
Thank you for your assistance in seeing the permits being filed.



Kerwin Kostad
Permit Coordinator

Enclosure:

COPY



Department of Transportation
Division of Finance & Management
Office of Local Transportation Programs
700 East Broadway Avenue
Pierre, South Dakota 57501-2586
OFFICE: 605/773-3574
FAX: 605/773-4870

November 21, 2008

Mr. Kerwin Kostad
Permit Coordinator
Ellis & Associates
7509 NW Tiffany Springs Park West
North Pointe Circle 2 Suite 200
Kansas City, Missouri 64153

Dear Mr. Kostad,
Enclosed you will find a fully executed copy of Private Temporary Construction Crossing Agreement number CL133 for your files.

Please call 605-773-3046 with any questions or concerns.

Sincerely

Lynn Kennison
Transportation Specialist
SD Dept of Transportation
Office of Local Transportation Programs

lynn.kennison@state.sd.us

lk.

encs.

PRIVATE TEMPORARY CONSTRUCTION CROSSING AGREEMENT

AGREEMENT made this 21st day of September, 2008, between STATE OF SOUTH DAKOTA, acting by and through the South Dakota Department of Transportation, Office of Local Transportation Programs, hereinafter called "STATE", the Dakota Missouri Valley and Western Railroad, the contract operator of the STATE's railroad between Geneseo, ND and Aberdeen, South Dakota, hereinafter called "OPERATOR", and TransCanada Keystone Pipeline, LP, by its agent TC Oil Pipeline Operations, Inc. whose post office address is 7509 NW Tiffany Springs Parkway, Suite 200, Kansas City, Missouri 64153 hereinafter called "PERMITTEE."

WITNESSETH:

WHEREAS, PERMITTEE desires for PERMITTEE's exclusive use, the construction and maintenance upon the right-of-way of STATE of a temporary private/construction, twenty four foot, wooden plank, at-grade crossing, hereinafter sometimes jointly referred to as the "roadway" and sometimes referred to as the "crossing," to be located near Amherst, South Dakota, with its centerline lying at Milepost 82.29 +, and Railroad Station 1918+67 as shown colored red upon the plan which is attached hereto and made a part hereof, marked "Exhibit X" dated September 2, 2008, and STATE and OPERATOR agree to the construction and maintenance thereof and the use thereof by PERMITTEE upon the following terms and conditions:

1.(a) PERMITTEE will, at its sole cost and expense, as directed and approved by STATE's OPERATOR, prepare the grading for the approaches to the said crossing and install the necessary drainage therefor and thereafter maintain, repair, and renew the said approaches and drainage so as to prevent water, mud, or debris from entering the track zone area. All material used and work performed hereunder will be of a quality as will meet the approval of the STATE and OPERATOR.

(b) OPERATOR shall, at PERMITTEE's sole cost and expense, install said crossing.

(c) OPERATOR shall, at PERMITTEE's sole cost and expense, maintain, repair, and renew said crossing. The necessity and extent of such repair and maintenance shall be determined by OPERATOR.

(d) PERMITTEE will, at PERMITTEE's sole cost and expense, provide, install, and thereafter maintain two (2) "PRIVATE CROSSING" signs and two (2) "STOP" signs, one set of such signs on each side of the said crossing. Said signs shall be installed according to current State's Operator Standards.

(e) If the STATE and/or OPERATOR is ordered by competent authority to provide additional crossing protection at the crossing, or should the STATE and/or OPERATOR determine that such protection is appropriate, the cost thereof shall be borne by the PERMITTEE.

2. This Agreement shall be effective as of the 21st day of September of 2008. The PERMITTEE shall pay the STATE, before the effective date hereof, for the privilege and license hereby granted the sum of One Hundred Seventy Five Dollars (\$175.00) application fee, in advance, and Zero

Dollars (\$00.00) for each year thereafter, subject to revision on any anniversary of the effective date hereof.

3.(a) PERMITTEE shall, upon completion of said crossing construction activities performed by OPERATOR, pay to OPERATOR a sum not to exceed One Thousand Two Hundred Dollars (\$1,200.00) for the cost of the work and materials to be furnished by OPERATOR at the expense of PERMITTEE for the construction and future removal costs of said crossing.

(b) PERMITTEE shall also pay to OPERATOR from time to time the cost of the maintenance, additions and betterments done by OPERATOR herein agreed to be borne by PERMITTEE, within twenty (20) days after bills are rendered therefor, provided the improvements, maintenance and betterments are a result of use of the crossing by the PERMITTEE.

(c) If OPERATOR determines that flagging protection is required at any time during PERMITTEE'S use of said crossing, PERMITTEE agrees to reimburse OPERATOR for said flagging expenses to be performed by OPERATOR. The current flagging rate, subject to change without notice, for furnishing OPERATOR's flagman is a minimum daily charge of \$500.00, for the first eight hours, or any part thereof, per day, with an hourly charge of \$95.00 per hour for any time over eight hours per day.

4. PERMITTEE may elect to construct, maintain, and keep repaired at PERMITTEE'S expense, fence gates in a manner satisfactory to the STATE and OPERATOR and said gates shall be kept locked and closed, except when necessary to be open for travel by PERMITTEE. PERMITTEE agrees to assume all damages of every kind whatsoever resulting from PERMITTEE'S failure to keep gates closed, or for failure to keep the same in proper repair, as agreed in this paragraph, and to indemnify and hold harmless the STATE and STATE'S OPERATOR as provided in section 9 of this Agreement.

5. PERMITTEE shall at all times keep the approaches of said crossing free and clear of all snow, dirt or any other obstructions whatsoever which may accumulate by virtue of PERMUTE use of said crossing.

6.(a) PERMITTEE shall not permit said crossing to be used as a public crossing or for any other purpose or use than for access to the PERMITTEE'S property.

(b) PERMITTEE'S use of said crossing shall at all times be subordinate to the rights of the STATE and the OPERATOR and such as not to in any way interfere with or impair the use of the right-of-way, tracks, or other facilities of the STATE and the OPERATOR or in any way interfere with, obstruct, or endanger railroad operations.

7. PERMITTEE shall, at PERMITTEE'S sole cost and expense, remove and keep removed any vegetation that is located off the railroad ballast section at said crossing which may interfere with the view of trains approaching in either direction.

8. The permission hereby granted shall neither be or be deemed or construed to be a grant of land nor shall it constitute ownership by PERMITTEE of the private temporary construction crossing or that portion of the right-of-way of STATE upon which the roadway is located.

9. PERMITTEE shall and hereby does release and discharge STATE and/or OPERATOR of and from any and all liability for damage to or destruction of the said crossing, or any property of PERMITTEE thereon; and shall and hereby does assume any and all liability for injury to or death of persons, or loss of or damage to property in any manner arising from or during the construction, use, maintenance, repair or removal of said crossing, however such injury, death, loss, damage or destruction aforesaid may occur or be caused; and shall and hereby does indemnify and save harmless STATE and OPERATOR of and from any and all claims, demands, suits, actions, damages, recoveries, judgments, costs or expenses arising or growing out of or in connection with any such injury, death, loss, damage or destruction aforesaid. PERMITTEE further agrees to appear and defend in the name of STATE and OPERATOR any suits or actions at law brought on account of any such personal injuries, death or damage to property, and to pay and satisfy any final judgment that may be rendered against the STATE and/or OPERATOR in any such suit or action. The liability assumed by PERMUTE herein shall not be affected or diminished by the fact, if it be a fact, that any such suit or action brought against STATE and/or OPERATOR may arise out of negligence of STATE and/or OPERATOR, their officers, agents, servants or employees, or be contributed to by such negligence.

10.(a) THE STATE OF SOUTH DAKOTA, ACTING BY AND THROUGH THE OFFICE OF LOCAL TRANSPORTATION PROGRAMS AND THE DAKOTA MISSOURI VALLEY AND WESTERN RAILROAD REQUIRE THE FOLLOWING RAILROAD INSURANCE COVERAGE BEFORE PERMITTEE'S CONTRACTOR COMMENCES ANY WORK ACTIVITIES ON RAILROAD RIGHT-OF-WAY.

(b) The PERMITTEE shall furnish a **Railroad Protective Liability Insurance Policy**. This policy shall name "Dakota Missouri Valley and Western Railroad Company" as the insured. The limits of this policy shall not be less than a combined amount of Two Million Dollars (\$2,000,000) per occurrence for bodily injury, death, property damage and physical damage to property; should this policy contain an aggregate limit, that aggregate limit shall not be less than Six Million Dollars (\$6,000,000) per policy period. This policy shall contain a description sufficient to identify the project for which the policy is issued. This insurance policy shall be executed by a corporation qualified to write such policies in the state in which the work is to be performed. Proof of such insurance shall be delivered by the PERMITTEE to and approved by the STATE and the STATE's OPERATOR prior to entry upon or use of STATE property by the PERMITTEE.

(c) PERMITTEE'S shall, at its expense, procure and maintain throughout the term of this Agreement, and thereafter until the improvements are removed from the Crossing, a comprehensive general form of insurance covering liability, including but not limited to, Public Liability, Personal Injury and Property Damage, as well as Contractual Liability in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. PERMITTEE shall also, at its expense, procure and maintain throughout the term of this agreement an automobile liability policy with limits of \$1,000,000 covering 'any auto.' STATE and The Burlington Northern and Santa Fe Railway Company shall be named as additional insured.

(d) PERMITTEE's obligation to indemnify and hold harmless the STATE and STATE's OPERATOR shall not be limited in any way by the establishment of any minimum level or type of insurance coverage. The acceptance by STATE or STATE's OPERATOR of any policy of insurance not meeting the STATE or STATE's OPERATOR's requirements, shall not constitute a waiver of its rights hereunder of or PERMITTEE'S obligations to provide such coverage.

11. It is agreed that the provisions of indemnity and release from liability inuring to the STATE and OPERATOR hereunder are for the equal protection of any other railroad company or companies hereto or hereafter granted the joint use of STATE's property, of which said premises are a part.

12.(a) In the event STATE or OPERATOR shall require the use of premises occupied by the said crossing or any part thereof for any purpose whatsoever, STATE and/or OPERATOR shall have the right to terminate this Agreement at any time upon giving to PERMITTEE Sixty (60) days written notice of intention so to do and shall, upon expiration of said Sixty (60) days, have the right to remove said crossing and barricade said crossing at the cost and expense of PERMITTEE. Said notice shall be good if served personally upon PERMITTEE or posted upon the premises or deposited postpaid in a United States Post Office, addressed to PERMITTEE at PERMITTEE's post office address above stated.

If PERMITTEE shall fail to keep and perform any of the terms and conditions of this Agreement herein agreed by PERMITTEE to be kept and performed, STATE and/or OPERATOR shall have the right to terminate this Agreement at any time upon giving to PERMITTEE thirty (30) days written notice of intention so to do and shall, upon expiration of said thirty (30) days, have the right to remove said crossing and barricade said roadway at the cost and expense of PERMITTEE, provided that such default shall have continued for a period of five (5) days after written notice of such default given by STATE and/or OPERATOR to PERMITTEE. Said notice shall be good if served personally upon PERMITTEE or posted upon the premises or deposited postpaid in a United States Post Office, addressed to PERMITTEE at PERMITTEE's post office address above stated.

Should PERMITTEE request termination by giving thirty (30) days written notice to the STATE and OPERATOR of the right, license and privilege herein granted, the OPERATOR shall, at PERMITTEE's sole cost and expense, remove said crossing as provided in Section 3 of this Agreement and PERMITTEE shall at PERMITTEE's sole cost and expense arrange for removal of said roadway gates in a manner satisfactory to the STATE and OPERATOR. PERMITTEE will, at its sole cost and expense, as directed and approved by STATE's OPERATOR, remove the approaches to the said crossing and install the necessary drainage so as to prevent water, mud, or debris from entering the track zone area. All material used and work performed hereunder will be of a quality as will meet the approval of the STATE and OPERATOR. No portion of any payments made hereunder will be refunded upon termination of this Agreement.

13. PERMITTEE shall not assign or transfer this Agreement without first having obtained the prior written consent of STATE and OPERATOR.

14. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective executors, administrators, successors, and assigns.

15. Nothing herein contained shall imply or import a covenant on the part of STATE and OPERATOR for quiet enjoyment. This agreement will automatically terminate on December 15, 2008, unless a written request for extension is received prior to the aforementioned termination date.

16. Points of contact are as follows:

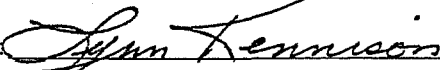
SD Office of Local Transportation Programs
Lynn Kennison
700 E. Broadway Ave.
Pierre, SD 57501
605-773-3046

The Dakota Missouri Valley and Western
Roger Wood, Roadmaster
3501 East Rosser Avenue
Bismarck, ND 58501
701-223-9282

TransCanada Keystone Pipeline, LP
7509 NW Tiffany Springs Parkway, Suite 300
Kansas City, MO 64153
816-880-4603

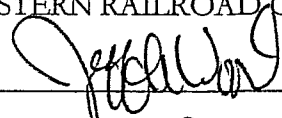
The parties hereto have executed this Agreement the day and year first above written.

STATE OF SOUTH DAKOTA

By: 
Transportation Specialist

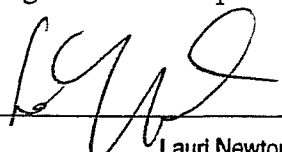
Date: 11/21/2008

THE DAKOTA MISSOURI VALLEY AND
WESTERN RAILROAD CO.

By: 
Title: EMP

Date: 11/6/08

TRANSCANADA KEYSTONE PIPELINE, LP
By its agent: TC Oil Pipeline Operations, Inc.

BY: 
Title: Lauri Newton
Assistant Secretary

DATE: 10/21/08

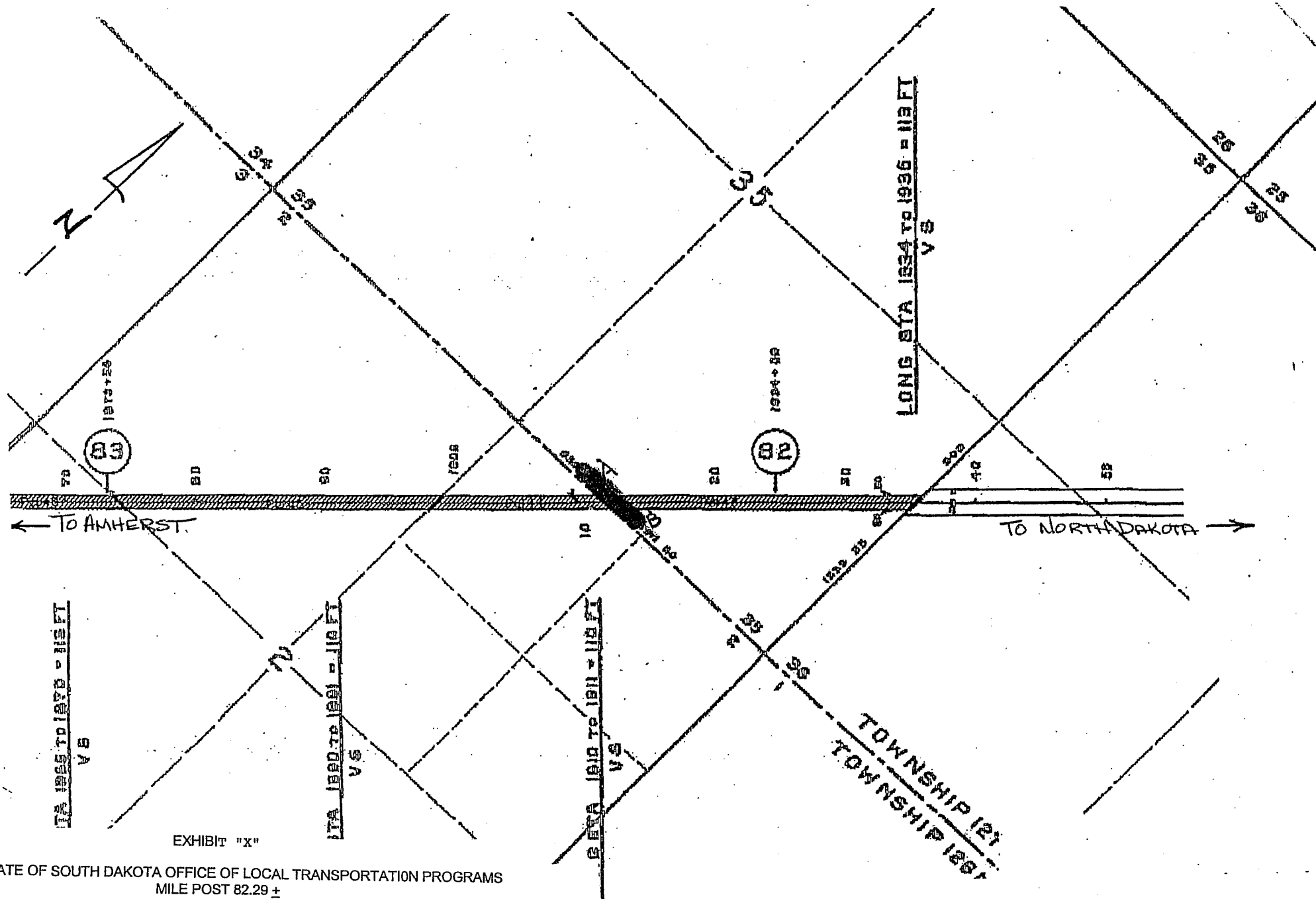


EXHIBIT "X"

STATE OF SOUTH DAKOTA OFFICE OF LOCAL TRANSPORTATION PROGRAMS
MILE POST 82.29 ±

PROPOSED TEMPORARY PRIVATE CROSSING AGREEMENT
NO. CL133 IN FAVOR OF MICHELS CORPORATION

Amherst CITY Marshall COUNTY SOUTH DAKOTA STATE

SCALE: 1" = 400'

September 2, 2008



MARSH

MMC MARSH MERCER KROLL
GUY CARPENTER OLIVER WYMAN

Certificate of Insurance

No. TCC-2008-1-DMV-REV-2

Dated: October 07, 2008

This document supersedes any certificate previously issued under this number

This is to certify that the Policy(ies) of insurance listed below ("Policy" or "Policies") have been issued to the Named Insured identified below for the policy period(s) indicated. This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder named below other than those provided by the Policy(ies).

Notwithstanding any requirement, term or condition of any contract or any other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the Policy(ies) is subject to all the terms, conditions and exclusions of such Policy(ies). This certificate does not amend, extend or alter the coverage afforded by the Policy(ies). Limits shown are intended to address contractual obligations of the Named Insured.

Limits may have been reduced since Policy effective date(s) as a result of a claim or claims.

Certificate Holder:

To Whom It May Concern

Named Insured and Address:

Dakota Missouri Valley and Western Railroad Company
3501 East Rosser Avenue
Bismarck, ND 58501

Type(s) of Insurance	Insurer(s)	Policy Number(s)	Effective/ Expiry Dates	Sums Insured Or Limits of Liability	
COMMERCIAL GENERAL LIABILITY • Railroad Protective Liability	Travelers Indemnity Company	SPS-6344L353-IND	Sep 25, 2008 to Sep 25, 2009	Each Occurrence	USD 2,000,000
				Aggregate	USD 6,000,000

Notice of cancellation:

The insurer(s) affording coverage under the policies described herein will not notify the certificate holder named herein of the cancellation of such coverage.

Marsh Canada Limited

222 - 3rd Avenue SW
Livingston Place, Suite 1100
Calgary, AB T2P 0B4
Telephone: 403-476-3421
Fax: 403-294-3896
cheryl.kassai@marsh.com

Marsh Canada Limited

By: *Cheryl Kassai*
Cheryl Kassai

TransCanada Keystone Pipeline
Malsam
File (0119)

DEC 29 2008 *Kenny*

SD EForm - 0933 V2

DOT - 295 05/05

SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPLICATION FOR PERMIT TO OCCUPY RIGHT-OF-WAY

Highway No. 12 County Day Approximately 2.50 Miles N S E W

From Andover Section 32 Township 123 N Range 59 W
(City or well defined point)

Description of occupancy: DRIVEWAY APPROACH ON NORTH AND SOUTH SIDE OF HIGHWAY TO PROVIDE ACCESS FOR EQUIPMENT APPROACH WILL BE ON EXISTING UTILITY CROSSING PERMIT SITE (SEE ATTACHED UTILITY PERMIT)

Purpose of occupancy: TEMPORARY DRIVEWAY APPROACH 30 FOOT TOP INSTALLED PER SDDOT REQUIREMENTS

Duration of occupancy: PERMANENT TEMPORARY
If temporary, give the estimated date of removal or completion: 10/31/2009

I, the undersigned, request permission to occupy public right-of-way at the above location and as shown on the attached layout sheet. In consideration for this permission, I agree to abide by all conditions as herein stated.

- To furnish all materials, labor, incidentals and pay all costs involved with this occupancy including restoration of any damage to the roadway and right-of-way to equal or better conditions than existed prior to the occupancy covered by this permit.
- To provide protection to highway traffic during occupancy by the use of proper signs, barricades, flagpersons and lights as prescribed in the "Manual of Uniform Traffic Control Devices."
- To indemnify and hold the State of South Dakota, its Department of Transportation, its officers, agents, and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings of any kind or nature brought because of any injuries or damage received or sustained by any person or property on account of the use or occupancy of right-of-way designated in this application.

SIGNATURE *Kenny* Permit Coordinator DATE 12-15-08

ADDRESS **SEE BELOW KANSAS CITY MO 64153 TELEPHONE (816) 880-4609

REPRESENTING TRANSCANADA KEYSTONE PIPELINE, LP
(Name of Individual, Company, Organization, etc.)

To be completed by Department of Transportation

Project (Const.) Station _____ Milepost 316.8

Project (Maint.) 012E-151 + 012W-151 Maintenance Unit 151

1. Prior to commencing occupancy and at completion of occupancy the applicant shall notify at Aberdeen Telephone Phil Dwight 605-626-7885

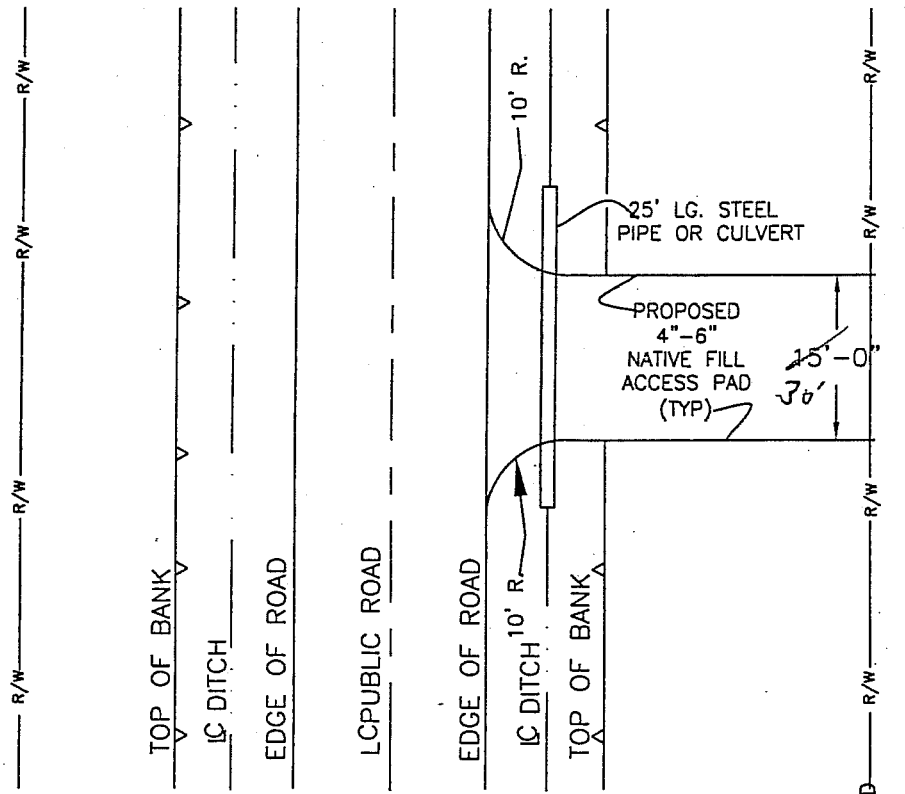
2. Special Conditions Construction shall be in accordance with attached sheets. Traffic control shall be minimum of that shown on sheet R for construction and sheet C for crossing equipment. No other materials shall be placed in the ROW.

3. Failure to accomplish the occupancy in accordance with the provisions of this permit will automatically render this permit null and void and where applicable, constitute grounds for its removal and/or full restoration of the occupancy site all at the applicant's expense.

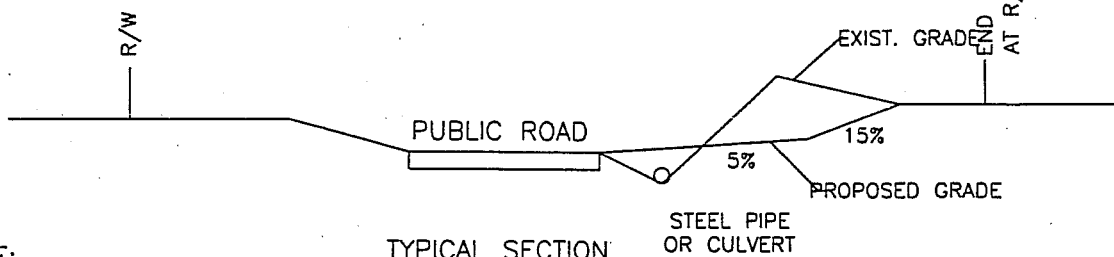
This permit to occupy right-of-way is granted to all conditions as herein stated on this 18th day of December, 20 08.

** 7509 NW Tiffany Springs Parkway
Northpointe Circle II Suite 200
Kansas City MO 64153

Phil Dwight
Region Engineer
Area



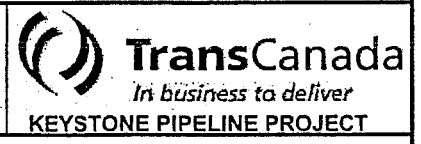
TYPICAL PLAN



TYPICAL SECTION

NOTE:

- FOR PERMANENT TURNOUTS, THE DIAMETER AND TYPE OF CULVERT TO BE IN ACCORDANCE WITH STATE OR COUNTY REQUIREMENTS.



TYPICAL TURNOUT FROM PUBLIC ROAD

REVISIONS						DRAWN BY:		DATE: xx/xx/xx		APPROVED	
NO.	DATE	DESCRIPTION	BY	CHKD	APPR	CHKD. BY:	DATE: xx/xx/xx	ENGINEERING MANAGER			
						APPR. BY:	DATE:	DRAWING NO.		REV.	
						SCALE: N.T.S.	JOB NO.: 9347.000		USTD-03-ML-00-301		0
0	xx/xx/2007	ISSUED FOR XXXX	XX	XX	XX						

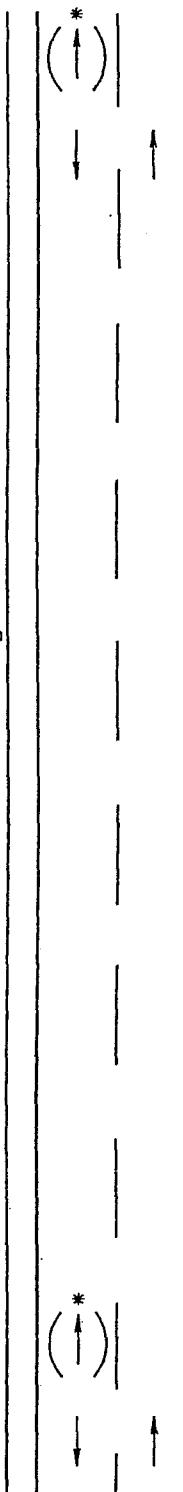
The signs illustrated are not required if the work space is behind a barrier, more than 2 feet behind the curb, or 15 feet or more from the edge of any roadway.

The signs illustrated shall be used where there are distracting situations; such as: vehicles parked on shoulder, vehicles accessing the work site via the highway, and equipment travelling on or crossing the roadway to perform work operations.

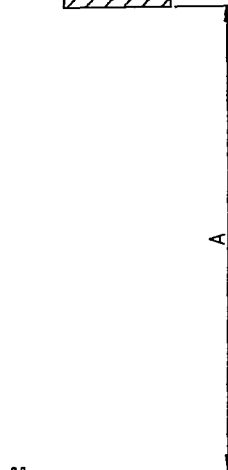
The ROAD WORK AHEAD sign may be replaced with other appropriate signs, such as the SHOULDER WORK sign. The SHOULDER WORK sign may be used for work adjacent to the shoulder.

* If the work space is on a divided highway, an advance warning sign should also be placed on the left side of the directional roadway.

For short term, short duration, or mobile operations, all signs and channelizing devices may be eliminated if a vehicle with an activated flashing or revolving yellow light is used.



Posted Speed Prior to Work (M.P.H.)	Spacing of Advance Warning Signs (Feet) (A)
0 - 30	200
35 - 40	350
45 - 50	500
55	750
60 - 75	1000

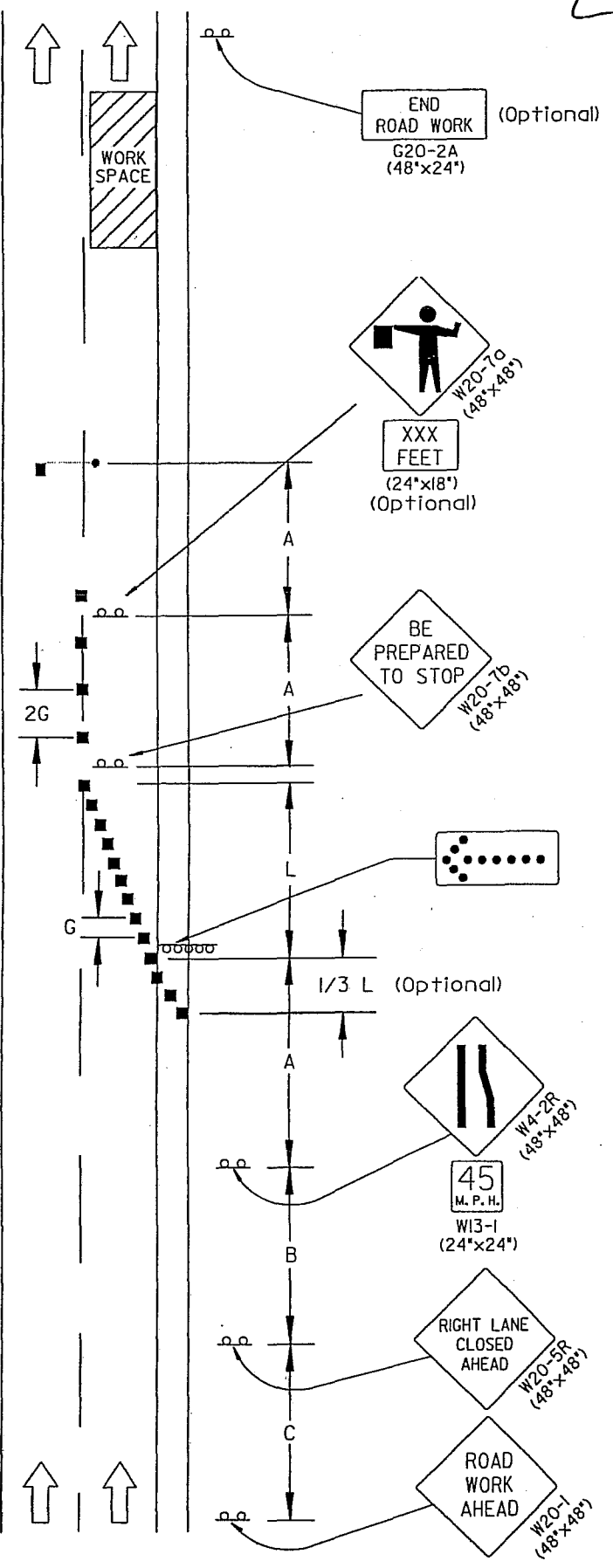
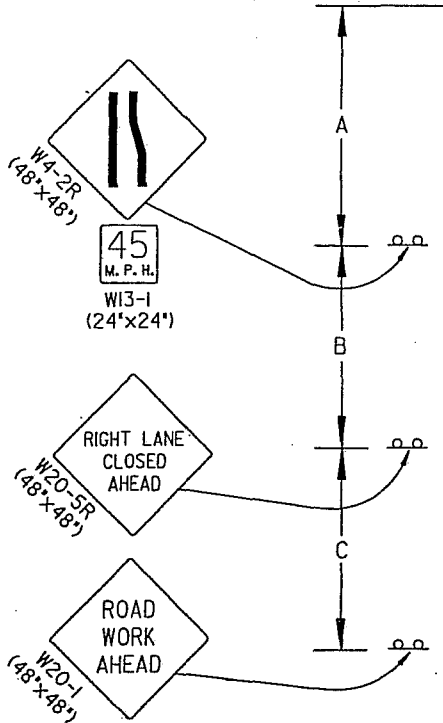


July 1, 2005

C

Posted Speed Prior to Work (M.P.H.)	Spacing of Advance Warning Signs (Feet)			Taper Length (Feet) (L)	Spacing of Channelizing Devices (Feet) (G)
	(A)	(B)	(C)		
0 - 30	200			180	25
35 - 40	350			320	25
45 - 50	500			600	50
55	750			660	50
60 - 65	1000			780	50

- NOTES:
1. Longitudinal dimensions may be adjusted to fit field conditions.
 2. L may be adjusted to fit project conditions.
 3. In the case of a left lane closure, signs W4-2R and W20-5R shall be adjusted accordingly.



GUIDES FOR TRAFFIC CONTROL DEVICES 4-LANE DIVIDED, RIGHT LANE CLOSED

UTILITY PERMIT

ISSUED TO:

TRANSCANADA KEYSTONE PIPELINE LP
450 1ST STREET SW
CALGARY, ALBERTA CANADA, T2O5H1

Permit No.: 081105
Date: 11/10/2008
Project(s): 020-191

Gentlemen:

The South Dakota Department of Transportation on 11/10/2008 has approved your request to occupy highway right-of-way as outlined in your application. You are required to notify the DOT maintenance supervisor prior to utility installation.

Therefore, permission is hereby granted, in accordance with the laws of the State of South Dakota relative thereto, to install OIL PIPELINE facilities within the highway right-of-way of Highway Number(s) SD20 in CLARK County, South Dakota, provided same is done at the expense of the permittee, under the supervision and to the satisfaction of the Area Engineer and according to Exhibit(s) A attached.

IN THE EVENT IT IS DEEMED NECESSARY BY THE SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION TO MOVE OR ALTER THE LINE IN ANY WAY DUE TO MAINTENANCE OR HIGHWAY RECONSTRUCTION WITHIN ITS PRESENT RIGHT-OF-WAY WIDTH, THE ALTERATION WILL BE ACCOMPLISHED BY THE OWNER WITHOUT COST TO THE STATE.

Very truly yours,

DEPARTMENT OF
TRANSPORTATION
Right of Way
Pierre, South Dakota

Scott Pretzer

Permit Manager

SD EForm - 0929 V2 SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPLICATION FOR UTILITY PERMIT 081105

DOT-200
(10/05)

Highway No. 20 County Clark Approximately 1845 FT. Mi. N S E W

from MP 352 (City or well defined point) for construction of CRUDE OIL PIPELINE (type of utility facility)

Begin Section 17 Township 119-N Range 59-W End Section 20 Township 119-N Range 59-W

Intended usage or rating TRANSPORTATION OF CRUDE OIL

Cable size and type 30 INCH STEEL X-70 DSAW PIPE WITH 12 TO 14 MILS FUSION BONDED EXPOXY

Outsize pipe diameter 30 INCH Maximum pipeline operation pressure 1440 PSIG

Size and type of metal casing N/A

Minimum depth of cable or pipeline: (Rural Roadway 48") (Curb-Gutter 24") (Other Areas 36")

Method of installation DRY BORE

Approximate construction dates - Start 5/1/2009 Finish 12/31/2009

Special conditions _____

I, the undersigned, request permission to construct and maintain a utility facility on public right-of-way at the above location and as shown on the attached layout sheet and in accordance with provisions of Administrative Rules of South Dakota, Chapter 70:04:05. In consideration for this permission, I agree to abide by all conditions of said rules and in addition, the following:

- To furnish all materials, labor, incidentals and pay all costs involved with the construction and maintenance of the utility facility. To perform approved open cut trench operations in accordance with current DOT Open Cut Method of Utility Installation or Repair, Administrative Rule Chapter 70:04:05, Appendix A. To restore any damaged portions of the roadway and right-of-way to equal or better conditions than existed prior to beginning work covered by this permit. To not install a utility over the top of any highway drainage structure.
- To provide protection to highway traffic during construction and maintenance by the use of proper signs, barricades, flagpersons and lights as prescribed in the "Manual on Uniform Traffic Control Devices."
- To indemnify and hold the State of South Dakota, its Department of Transportation, its officers, agents and employees harmless, from and against any and all actions, suits, damages, liability or other proceedings of any kind or nature brought because of any injuries or damage received or sustained by any person or property on account of the use or occupancy of highway right-of-way designated in this application.

Company TRANSCANADA KEYSTON PIPELINE LP Date 10/1/2008

Address 450 1ST STREET SW City Calgary, Alberta State Canada Zip T2O5H1 Telephone (403) 920-2000

By: (Sig.) Kerwin Kostad (Typed) KERWIN KOSTAD Title Permit Coordinator

To be completed by the Department of Transportation

Project (Const.) - Station - Milepost 352.35

Project (Maint.) 020-191 Maintenance Unit 191

1. Prior to commencing construction and upon completion of work the applicant shall notify Robert Badhura or Brad Letcher at Huron Area Office telephone (605) 353-7140

2. Special Conditions: All disturbed areas must be returned to existing conditions. All areas requiring seeding must be completed with an approved seed mixture.

3. Failure to construct and maintain the utility facility in accordance with the provisions of this permit will automatically render this permit null and void and constitute grounds for its removal and/or full restoration of the site at the applicant's expense.

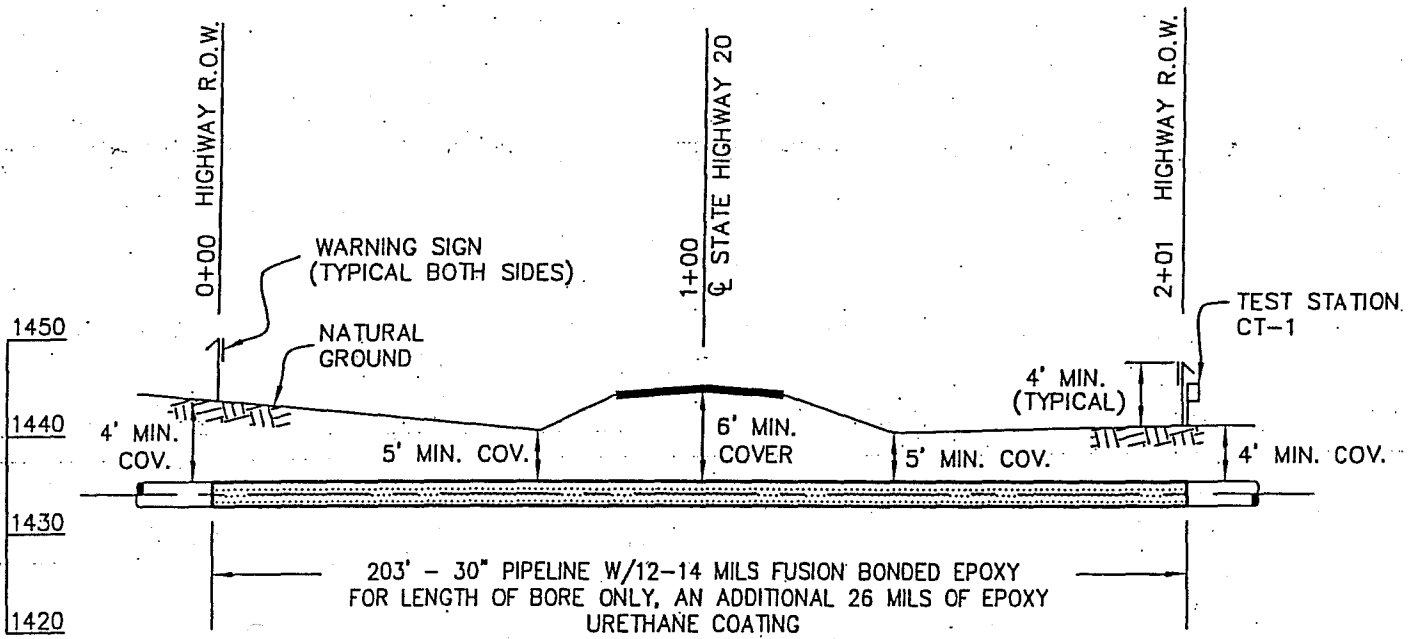
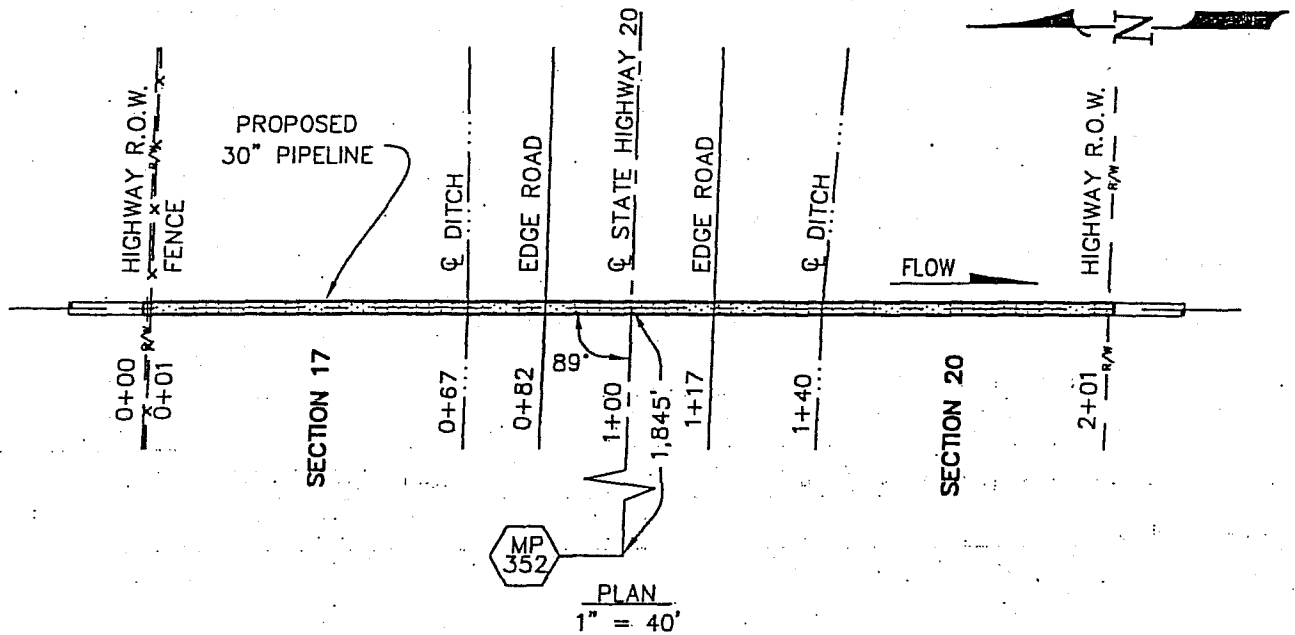
Recommended: _____ 20 _____ 20
City Representative Bridge/Roadway Design/Date

Recommended: _____ 20 _____
Area Engineer/Date
Approved: Wayne A. Crow "1/6" 20 08
Region Engineer/Date

This permit to construct and maintain a utility facility is granted subject to all conditions as herein stated.

Issued this 10th day of Nov. 2008 Scott Preiner

SECTIONS 17 & 20, T119N - R59W
 CLARK COUNTY, SOUTH DAKOTA
 TRACT NO. ML-SD-CK-0626.0000-RD, MP-276.43



PRODUCT: CRUDE OIL
 CARRIER PIPE: 30" O.D. X 0.515" W.T.
 X-70 DSAW PIPE W/12 TO 14 MILS FUSION BONDED EPOXY
 MINIMUM TEST PRESSURE: 1,801 PSIG
 MAXIMUM OPERATING PRESSURE: 1,440 PSIG
 CARRIER PIPE TO BE EXTERNALLY COATED FOR CORROSION CONTROL
 PIPELINE TO BE CATHODICALLY PROTECTED
 PIPELINE DESIGN AS PER REQUIREMENTS OF PART 195 OF THE CODE OF FEDERAL REGULATIONS (LATEST EDITION)
 TRAFFIC TO BE MAINTAINED DURING INSTALLATION PIPELINE

TBM-CENTER OF HIGHWAY ELEV. 1,445'

		 In business to deliver KEYSTONE PIPELINE PROJECT	
NO.	REVISION		DATE
0	ISSUED FOR REVIEW HOUSTON	10/12/07	PROPOSED 30" PIPELINE CROSSING UNDER STATE HIGHWAY 20 CLARK COUNTY, SOUTH DAKOTA PROJECT: 9347.000
1	ISSUED FOR PERMITTING	06/11/08	
		EXHIBIT A	

DOT 241
(3-1-85)

UTILITY PERMIT

ISSUED TO:

TRANSCANADA KEYSTONE PIPELINE LP
450 1ST STREET SW
CALGARY, ALBERTA CANADA, T2O5H1

Permit No.: 081103
Date: 11/10/2008
Project(s): 212-191

Gentlemen:

The South Dakota Department of Transportation on 11/10/2008 has approved your request to occupy highway right-of-way as outlined in your application. You are required to notify the DOT maintenance supervisor prior to utility installation.

Therefore, permission is hereby granted, in accordance with the laws of the State of South Dakota relative thereto, to install OIL PIPELINE facilities within the highway right-of-way of Highway Number(s) US212 in CLARK County, South Dakota, provided same is done at the expense of the permittee, under the supervision and to the satisfaction of the Area Engineer and according to Exhibit(s) A attached.

IN THE EVENT IT IS DEEMED NECESSARY BY THE SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION TO MOVE OR ALTER THE LINE IN ANY WAY DUE TO MAINTENANCE OR HIGHWAY RECONSTRUCTION WITHIN ITS PRESENT RIGHT-OF-WAY WIDTH, THE ALTERATION WILL BE ACCOMPLISHED BY THE OWNER WITHOUT COST TO THE STATE.

Very truly yours,

DEPARTMENT OF
TRANSPORTATION
Right of Way
Pierre, South Dakota

Scott Pretzer

Permit Manager

SP:jr
cc: Records Center

SD EForm - 0929 V2 SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION
 APPLICATION FOR UTILITY PERMIT 08/103

DOT-200
(10/05)

Highway No. 212 County Clark Approximately 5,405 Mi. N S E W

from MP 335 (City or well defined point) for construction of CRUDE OIL PIPELINE (type of utility facility)

Begin Section 04 Township 116-N Range 59-W End Section _____ Township _____ Range _____

Intended usage or rating TRANSPORTATION OF CRUDE OIL

Cable size and type 30 INCH STEEL X-70 DSAW PIPE WITH 12 TO 14 MILS FUSION BONDED EXPOXY

Outsize pipe diameter 30 INCH Maximum pipeline operation pressure 1440 PSIG

Size and type of metal casing N/A

Minimum depth of cable or pipeline: (Rural Roadway 48") (Curb-Gutter 24") (Other Areas 36")

Method of installation DRY BORE

Approximate construction dates - Start 5/1/2009 Finish 12/31/2009

Special conditions _____

I, the undersigned, request permission to construct and maintain a utility facility on public right-of-way at the above location and as shown on the attached layout sheet and in accordance with provisions of Administrative Rules of South Dakota, Chapter 70:04:05. In consideration for this permission, I agree to abide by all conditions of said rules and in addition, the following:

- To furnish all materials, labor, incidentals and pay all costs involved with the construction and maintenance of the utility facility. To perform approved open cut trench operations in accordance with current DOT Open Cut Method of Utility Installation or Repair, Administrative Rule Chapter 70:04:05, Appendix A. To restore any damaged portions of the roadway and right-of-way to equal or better conditions than existed prior to beginning work covered by this permit. To not install a utility over the top of any highway drainage structure.
- To provide protection to highway traffic during construction and maintenance by the use of proper signs, barricades, flagpersons and lights as prescribed in the "Manual on Uniform Traffic Control Devices."
- To indemnify and hold the State of South Dakota, its Department of Transportation, its officers, agents and employees harmless, from and against any and all actions, suits, damages, liability or other proceedings of any kind or nature brought because of any injuries or damage received or sustained by any person or property on account of the use or occupancy of highway right-of-way designated in this application.

Company TRANSCANADA KEYSTON PIPELINE LP Date 10/1/2008

Address 450 1ST STREET SW City Calgary, Alberta State Canada Zip T2O5H1 Telephone (403) 920-2000

By: (Sig.) [Signature] (Typed) KERWIN KOSTAD Title Permit Coordinator

To be completed by the Department of Transportation

Project (Const.) _____ Station _____ Milepost 336.02

Project (Maint.) 212-191 Maintenance Unit 191

1. Prior to commencing construction and upon completion of work the applicant shall notify Robert Beckmann or Brad Letcher at Huron Area Office telephone (405) 353-7140

2. Special Conditions: All disturbed areas must be returned to existing conditions. All areas requiring seeding shall be completed with an approved seed mixture.

3. Failure to construct and maintain the utility facility in accordance with the provisions of this permit will automatically render this permit null and void and constitute grounds for its removal and/or full restoration of the site at the applicant's expense.

Recommended: _____ 20 _____ 20 _____
 City Representative Bridge/Roadway Design/Date

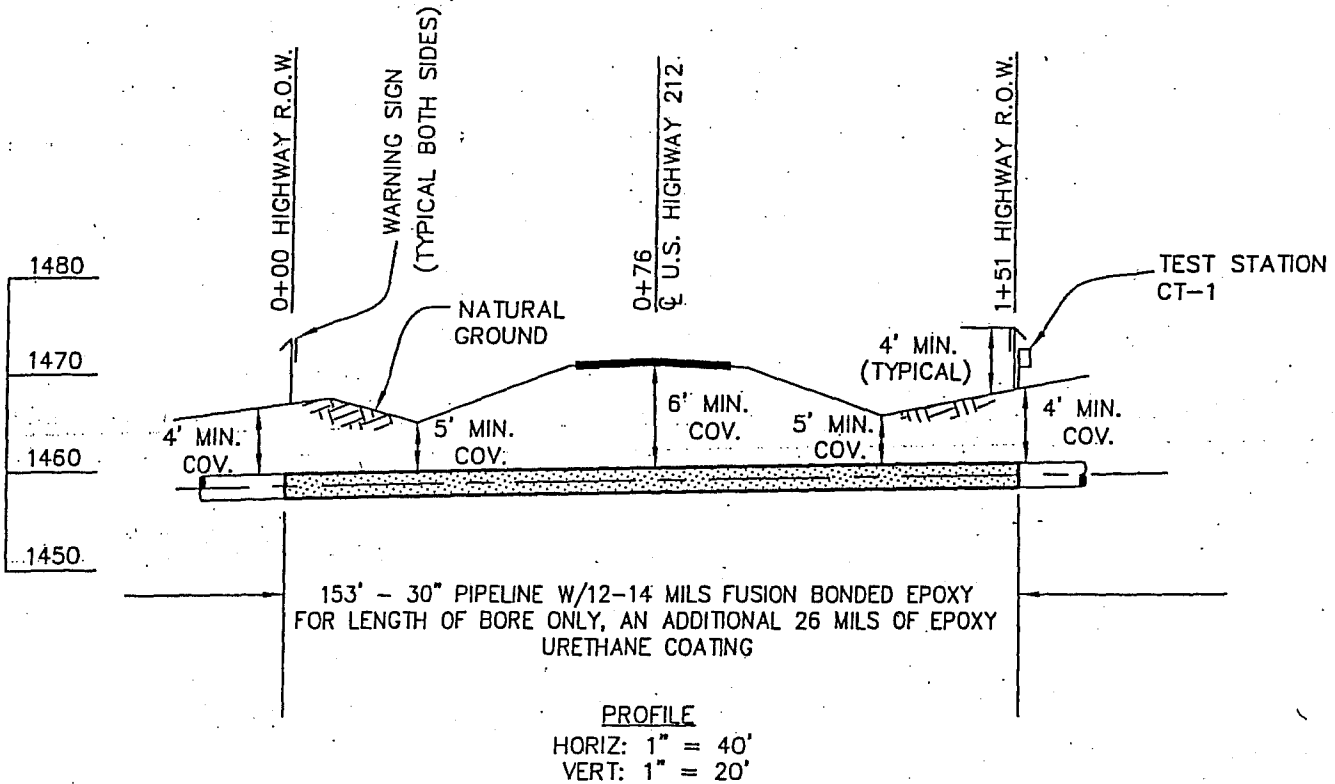
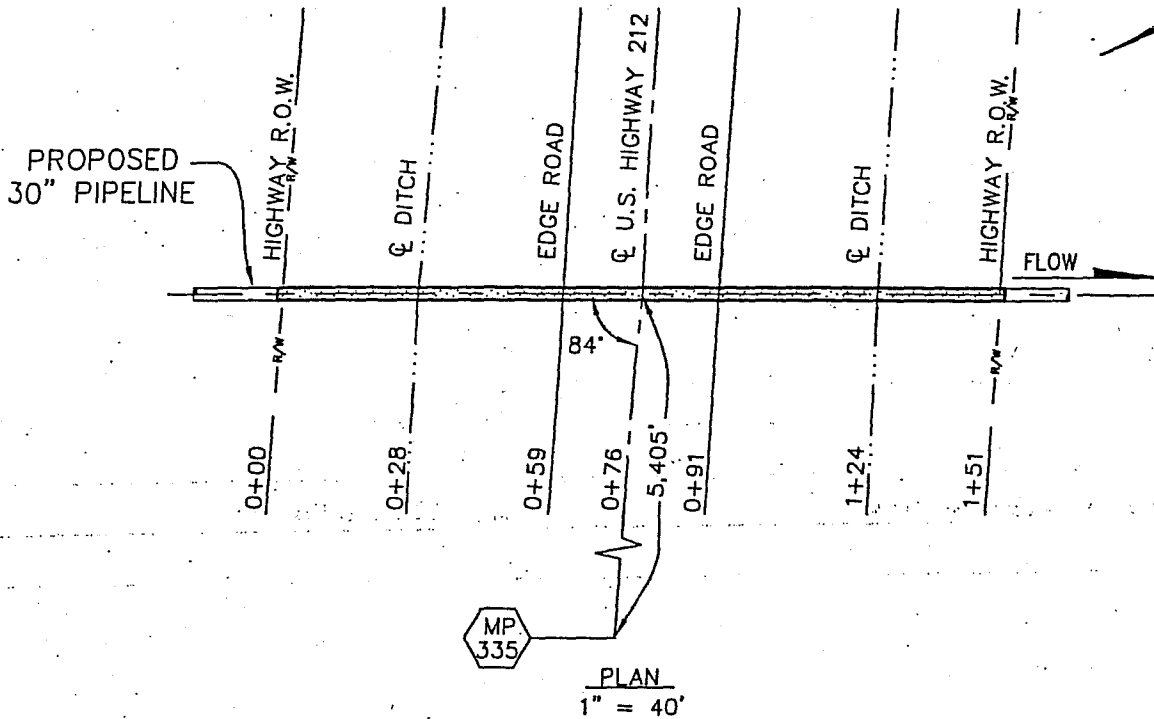
Recommended: _____ 20 _____
 Area Engineer/Date

Approved: Wayne A. Crum 11/6 20 08 _____
 Region Engineer/Date

This permit to construct and maintain a utility facility is granted subject to all conditions as herein stated.

Issued this 10th day of Nov., 2008 _____
 [Signature]

SECTION 4, T116N - R59W
 CLARK COUNTY, SOUTH DAKOTA
 TRACT NO. SD-CK-0657.0000-RD, MP-292.03



TBM-CENTER OF HIGHWAY ELEV 1,471'

PRODUCT: CRUDE OIL
 CARRIER PIPE: 30" O.D. X 0.515" W.T.
 X-70 DSAW PIPE W/12 TO 14 MILS
 FUSION BONDED EPOXY
 MINIMUM TEST PRESSURE: 1,801 PSIG
 MAXIMUM OPERATING PRESSURE: 1,440 PSIG
 CARRIER PIPE TO BE EXTERNALLY COATED
 FOR CORROSION CONTROL
 PIPELINE TO BE CATHODICALLY PROTECTED
 PIPELINE DESIGN AS PER REQUIREMENTS OF PART 195
 OF THE CODE OF FEDERAL REGULATIONS (LATEST EDITION)
 TRAFFIC TO BE MAINTAINED DURING INSTALLATION
 PIPELINE TO BE INSTALLED BY BORING

			 In business to deliver KEYSTONE PIPELINE PROJECT	
NO.	REVISION	DATE	PROPOSED 30" PIPELINE CROSSING UNDER U.S. HIGHWAY 212 CLARK COUNTY, SOUTH DAKOTA	
0	ISSUED FOR REVIEW HOUSTON	10/12/07	PROJECT:	
1	ISSUED FOR PERMITTING	06/11/08	9347.000	EXHIBIT A
SCALE	DATE	DRAWN BY	CHECKED BY	APPROVED BY

DOT 241
(3-1-85)

UTILITY PERMIT

ISSUED TO:

TRANSCANADA KEYSTONE PIPELINE LP
450 1ST STREET SW
CALGARY, ALBERTA CANADA, T205H1

Permit No.: 081104
Date: 11/10/2008
Project(s): 028-191

Gentlemen:

The South Dakota Department of Transportation on 11/10/2008 has approved your request to occupy highway right-of-way as outlined in your application. You are required to notify the DOT maintenance supervisor prior to utility installation.

Therefore, permission is hereby granted, in accordance with the laws of the State of South Dakota relative thereto, to install OIL PIPELINE facilities within the highway right-of-way of Highway Number(s) SD28 in CLARK County, South Dakota, provided same is done at the expense of the permittee, under the supervision and to the satisfaction of the Area Engineer and according to Exhibit(s) A attached.

IN THE EVENT IT IS DEEMED NECESSARY BY THE SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION TO MOVE OR ALTER THE LINE IN ANY WAY DUE TO MAINTENANCE OR HIGHWAY RECONSTRUCTION WITHIN ITS PRESENT RIGHT-OF-WAY WIDTH, THE ALTERATION WILL BE ACCOMPLISHED BY THE OWNER WITHOUT COST TO THE STATE.

Very truly yours,

DEPARTMENT OF
TRANSPORTATION
Right of Way
Pierre, South Dakota

Scott Pretyer

Permit Manager

SP:jr
cc: Records Center

SD EForm - 0929 V2 SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPLICATION FOR UTILITY PERMIT 081104

DOT-200
(10/05)

Highway No. 28 County Clark/ Beadle Approximately 2670 ft Mi. N S E W

from MP 299 (City or well defined point) for construction of CRUDE OIL PIPELINE (type of utility facility)

Begin Section 33 Township 114-N Range 59-W End Section 04 Township 113-N Range 59-W

Intended usage or rating TRANSPORTATION OF CRUDE OIL

Cable size and type 30 INCH STEEL X-70 DSAW PIPE WITH 12 TO 14 MILS FUSION BONDED EXPOXY

Outsize pipe diameter 30 INCH Maximum pipeline operation pressure 1440 PSIG

Size and type of metal casing N/A

Minimum depth of cable or pipeline: (Rural Roadway 48") (Curb-Gutter 24") (Other Areas 36")

Method of installation DRY BORE

Approximate construction dates - Start 5/1/2009 Finish 12/31/2009

Special conditions _____

I, the undersigned, request permission to construct and maintain a utility facility on public right-of-way at the above location and as shown on the attached layout sheet and in accordance with provisions of Administrative Rules of South Dakota, Chapter 70:04:05. In consideration for this permission, I agree to abide by all conditions of said rules and in addition, the following:

- To furnish all materials, labor, incidentals and pay all costs involved with the construction and maintenance of the utility facility. To perform approved open cut trench operations in accordance with current DOT Open Cut Method of Utility Installation or Repair; Administrative Rule Chapter 70:04:05, Appendix A. To restore any damaged portions of the roadway and right-of-way to equal or better conditions than existed prior to beginning work covered by this permit. To not install a utility over the top of any highway drainage structure.
- To provide protection to highway traffic during construction and maintenance by the use of proper signs, barricades, flagpersons and lights as prescribed in the "Manual on Uniform Traffic Control Devices."
- To indemnify and hold the State of South Dakota, its Department of Transportation, its officers, agents and employees harmless, from and against any and all actions, suits, damages, liability or other proceedings of any kind or nature brought because of any injuries or damage received or sustained by any person or property on account of the use or occupancy of highway right-of-way designated in this application.

Company TRANSCANADA KEYSTON PIPELINE LP Date 10/1/2008

Address 450 1ST STREET SW City Calgary, Alberta State Canada Zip T2O5H1 Telephone (403) 920-2000

By: (Sig.) [Signature] (Typed) KERWIN KOSTAD Title Permit Coordinator

To be completed by the Department of Transportation

Project (Const.) _____ Station _____ Milepost 298.50

Project (Maint.) 028+191 Maintenance Unit 191

- Prior to commencing construction and upon completion of work the applicant shall notify Robert Brackhaus or Brad Letcher at Home Area Office telephone (605) 353-7140
- Special Conditions: All disturbed areas will be returned to existing conditions. All areas requiring seeding shall be completed with an approved seed mixture.
- Failure to construct and maintain the utility facility in accordance with the provisions of this permit will automatically render this permit null and void and constitute grounds for its removal and/or full restoration of the site at the applicant's expense.

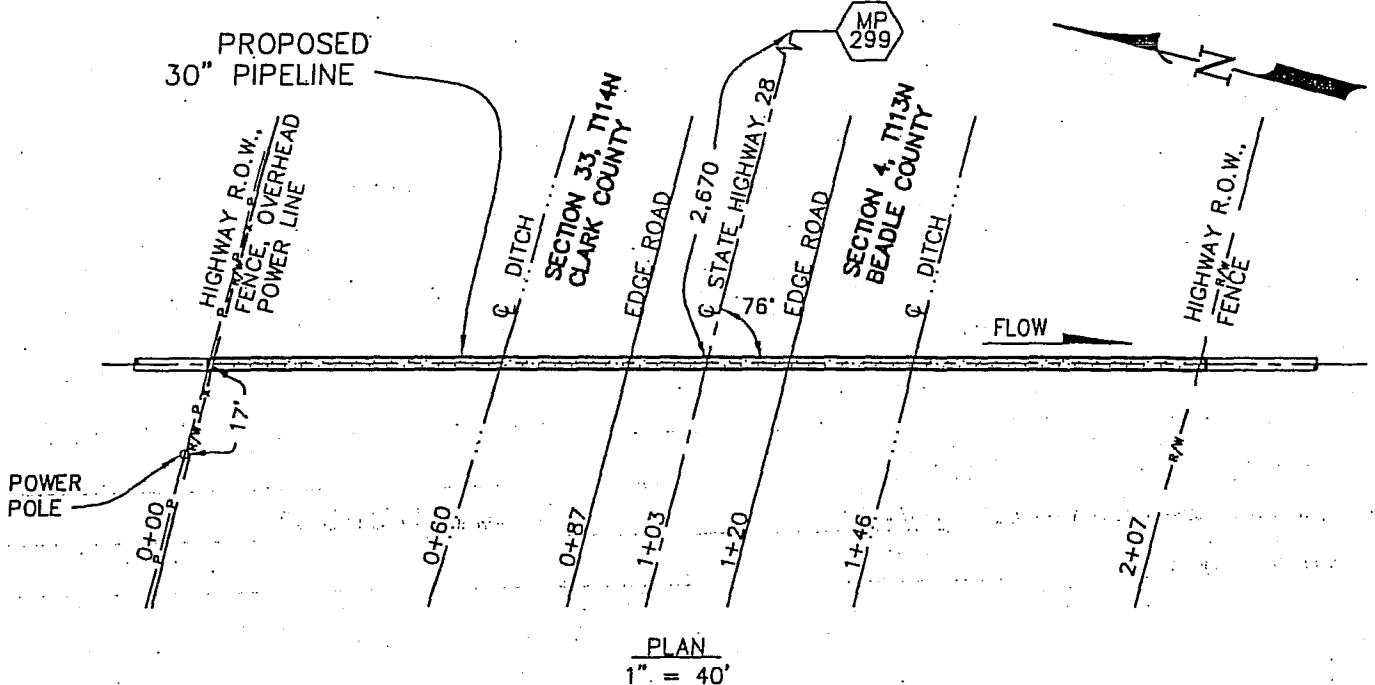
Recommended: _____ 20 _____ 20 _____
City Representative Bridge/Roadway Design/Date

Approved: Wayne A. Cronin 11/20 08
Area Engineer/Date
[Signature]
Region Engineer/Date

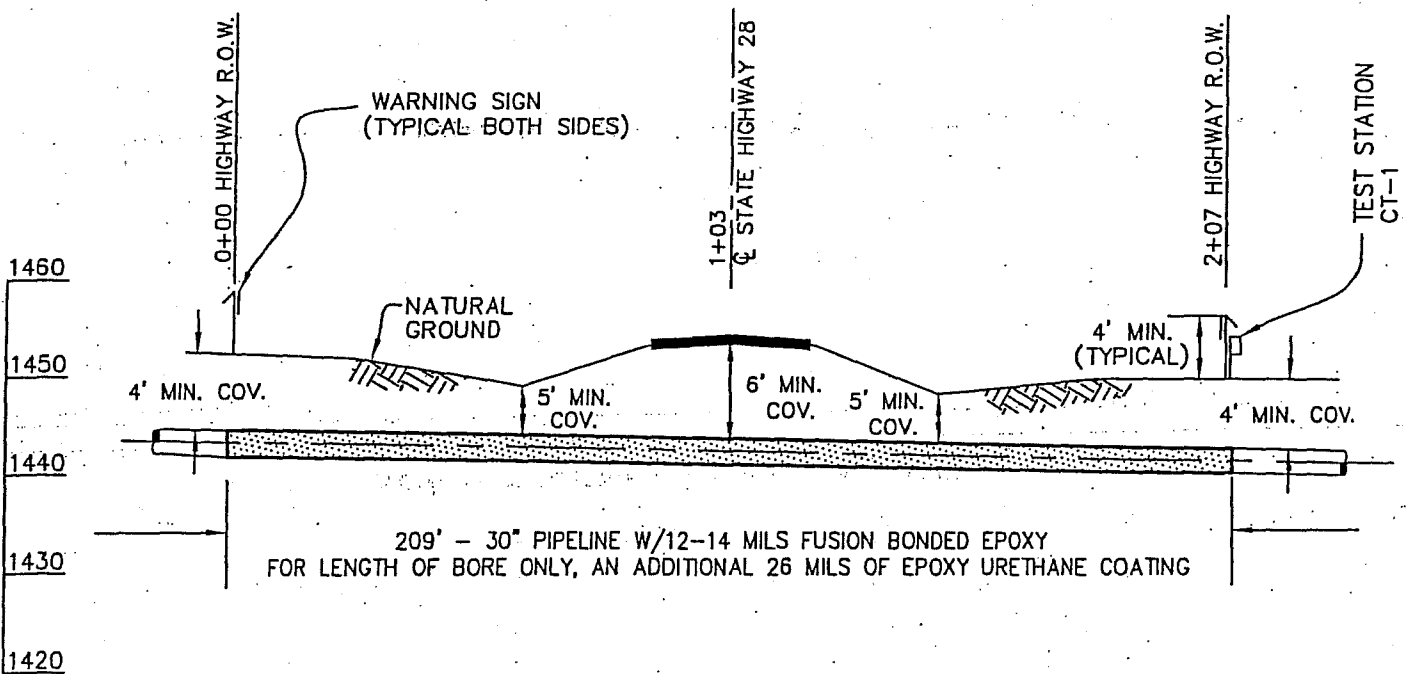
This permit to construct and maintain a utility facility is granted subject to all conditions as herein stated.

Issued this 10th day of Nov. 2008 [Signature]

SECTION 33, T114N & SECTION 4, T113N - R59W
 CLARK & BEADLE COUNTIES, SOUTH DAKOTA
 TRACT NO. SD-CK-0692.0000-RD, MP-310.12



PLAN
 1" = 40'



PROFILE
 HORIZ: 1" = 40'
 VERT: 1" = 20'

TBM-CENTER OF HIGHWAY ELEV. 1,454'

PRODUCT: CRUDE OIL
 CARRIER PIPE: 30" O.D. X 0.515" W.T.
 X-70 DSAW PIPE W/12 TO 14 MILS
 FUSION BONDED EPOXY
 MINIMUM TEST PRESSURE: 1,801 PSIG
 MAXIMUM OPERATING PRESSURE: 1,440 PSIG
 CARRIER PIPE TO BE EXTERNALLY COATED
 FOR CORROSION CONTROL
 PIPELINE TO BE CATHODICALLY PROTECTED
 PIPELINE DESIGN AS PER REQUIREMENTS OF PART 195
 OF THE CODE OF FEDERAL REGULATIONS (LATEST EDITION)
 TRAFFIC TO BE MAINTAINED DURING INSTALLATION
 PIPELINE TO BE INSTALLED BY BORING

			In business to deliver KEYSTONE PIPELINE PROJECT		
			PROPOSED 30" PIPELINE CROSSING UNDER STATE HIGHWAY 28 CLARK & BEADLE COUNTIES, SOUTH DAKOTA		
			PROJECT:		EXHIBIT A
			9347.000		
SCALE	DATE	DRAWN BY	CHECKED BY	APPROVED BY	DRAWING NUMBER

DOT 241
(3-1-85)

UTILITY PERMIT

ISSUED TO:

TRANSCANADA KEYSTONE PIPELINE LP
450 1ST STREET SW
CALGARY, ALBERTA CANADA, T2O5H1

Permit No.: 081106
Date: 11/10/2008
Project(s): 014-191

Gentlemen:

The South Dakota Department of Transportation on 11/10/2008 has approved your request to occupy highway right-of-way as outlined in your application. You are required to notify the DOT maintenance supervisor prior to utility installation.

Therefore, permission is hereby granted, in accordance with the laws of the State of South Dakota relative thereto, to install OIL PIPELINE facilities within the highway right-of-way of Highway Number(s) US14 in KINGSBURY County, South Dakota, provided same is done at the expense of the permittee, under the supervision and to the satisfaction of the Area Engineer and according to Exhibit(s) A attached.

IN THE EVENT IT IS DEEMED NECESSARY BY THE SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION TO MOVE OR ALTER THE LINE IN ANY WAY DUE TO MAINTENANCE OR HIGHWAY RECONSTRUCTION WITHIN ITS PRESENT RIGHT-OF-WAY WIDTH, THE ALTERATION WILL BE ACCOMPLISHED BY THE OWNER WITHOUT COST TO THE STATE.

Very truly yours,

DEPARTMENT OF
TRANSPORTATION
Right of Way
Pierre, South Dakota

Scott Pretzer

Permit Manager

SD EForm - 0929 V2 SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION
 APPLICATION FOR UTILITY PERMIT 081106

DOT-200
(10/05)

Highway No. 14 County KINGSBURY Approximately 2,640 FT Mi. N S E W

from MP 365 for construction of CRUDE OIL PIPELINE
 (City or well defined point) (type of utility facility)

Begin Section 06 Township 110-N Range 58-W End Section _____ Township _____ Range _____

Intended usage or rating TRANSPORTATION OF CRUDE OIL

Cable size and type 30 INCH STEEL X-70 DSAW PIPE WITH 12 TO 14 MILS FUSION BONDED EXPOXY

Outsize pipe diameter 30 INCH Maximum pipeline operation pressure 1440 PSIG

Size and type of metal casing N/A

Minimum depth of cable or pipeline: (Rural Roadway 48") (Curb-Gutter 24") (Other Areas 36")

Method of installation DRY BORE

Approximate construction dates - Start 5/1/2009 Finish 12/31/2009

Special conditions _____

I, the undersigned, request permission to construct and maintain a utility facility on public right-of-way at the above location and as shown on the attached layout sheet and in accordance with provisions of Administrative Rules of South Dakota, Chapter 70:04:05. In consideration for this permission, I agree to abide by all conditions of said rules and in addition, the following:

- To furnish all materials, labor, incidentals and pay all costs involved with the construction and maintenance of the utility facility. To perform approved open cut trench operations in accordance with current DOT Open Cut Method of Utility Installation or Repair; Administrative Rule Chapter 70:04:05, Appendix A. To restore any damaged portions of the roadway and right-of-way to equal or better conditions than existed prior to beginning work covered by this permit. To not install a utility over the top of any highway drainage structure.
- To provide protection to highway traffic during construction and maintenance by the use of proper signs, barricades, flagpersons and lights as prescribed in the "Manual on Uniform Traffic Control Devices."
- To indemnify and hold the State of South Dakota, its Department of Transportation, its officers, agents and employees harmless, from and against any and all actions, suits, damages, liability or other proceedings of any kind or nature brought because of any injuries or damage received or sustained by any person or property on account of the use or occupancy of highway right-of-way designated in this application.

Company TRANSCANADA KEYSTON PIPELINE LP Date 10/1/2008

Address 450 1ST STREET SW City Calgary, Alberta State Canada Zip T2O5H1 Telephone (403) 920-2000

By: (Sig.) [Signature] (Typed) KERWIN KOSTAD Title Permit Coordinator

To be completed by the Department of Transportation

Project (Const.) _____ Station _____ Milepost 364.50

Project (Maint.) 014-191 Maintenance Unit 191

1. Prior to commencing construction and upon completion of work the applicant shall notify Robert Badhams or Brad Letcher at Home Area Office telephone (605) 353-7140

2. Special Conditions: All disturbed areas shall be returned to existing conditions. All areas requiring seeding shall be completed with an approved seed mixture.

3. Failure to construct and maintain the utility facility in accordance with the provisions of this permit will automatically render this permit null and void and constitute grounds for its removal and/or full restoration of the site at the applicant's expense.

Recommended: _____ 20 _____ 20 _____
 City Representative Bridge/Roadway Design/Date

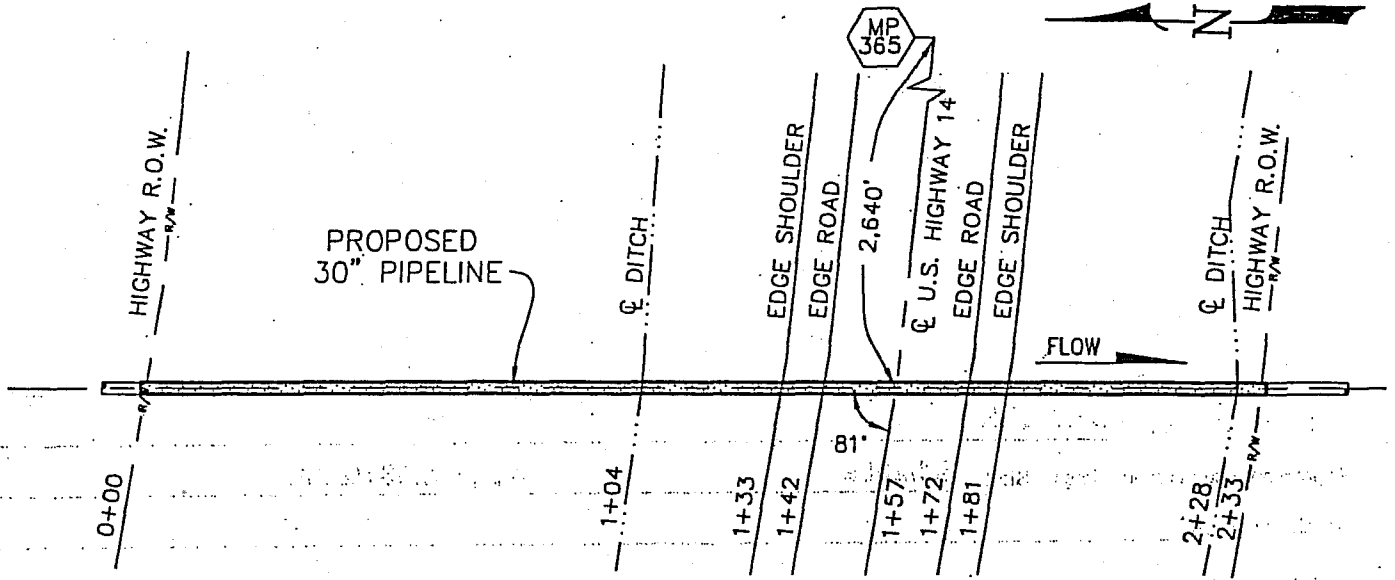
Recommended: _____ 20 _____
 Area Engineer/Date

Approved: Wayne A. Cronin 11/6 20 08
 Region Engineer/Date

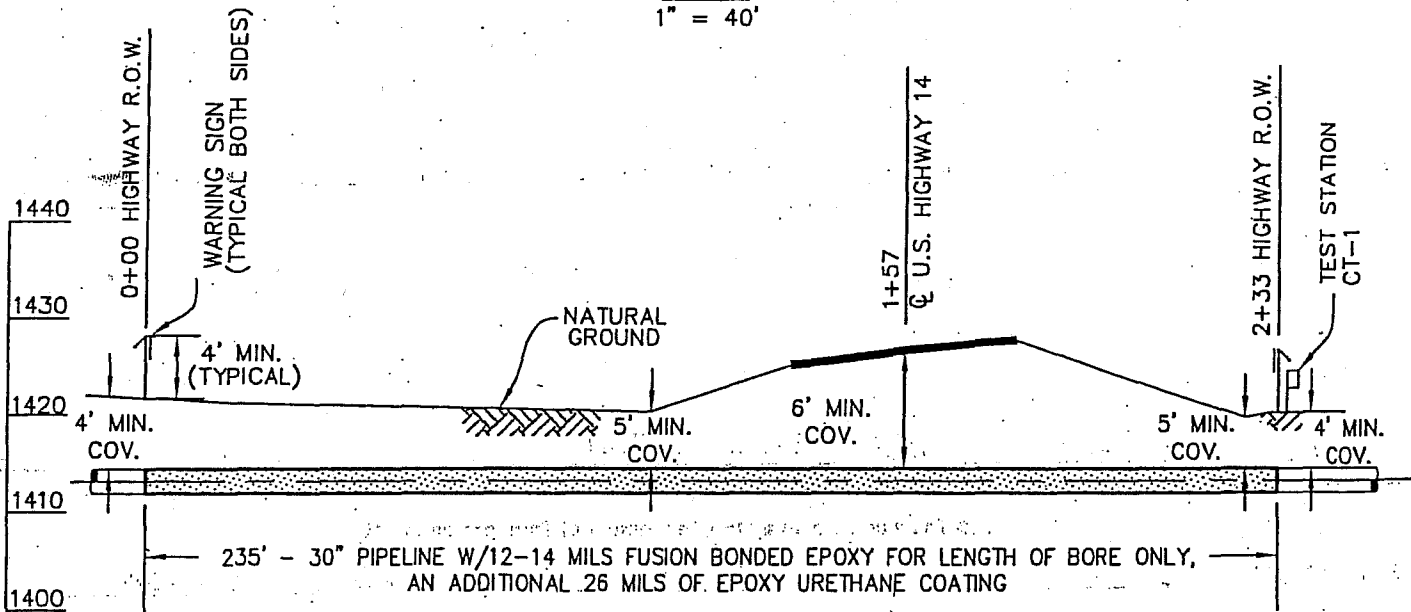
This permit to construct and maintain a utility facility is granted subject to all conditions as herein stated.

Issued this 10th day of Nov. 20 08 Scott Dietmer

SECTION 6, T110N - R58W
 KINGSBURY COUNTY, SOUTH DAKOTA
 TRACT NO. ML-SD-KB-0733.0000-RD, MP 329.06



PLAN
 1" = 40'



235' - 30" PIPELINE W/12-14 MILS FUSION BONDED EPOXY FOR LENGTH OF BORE ONLY,
 AN ADDITIONAL 26 MILS OF EPOXY URETHANE COATING

PROFILE
 HORIZ: 1" = 40'
 VERT: 1" = 20'

TBM-CENTER OF HIGHWAY ELEV 1,427'

PRODUCT: CRUDE OIL
 CARRIER PIPE: 30" O.D. X 0.515" W.T.
 X-70 DSAW PIPE W/12 TO 14 MILS
 FUSION BONDED EPOXY
 MINIMUM TEST PRESSURE: 1,801 PSIG
 MAXIMUM OPERATING PRESSURE: 1,440 PSIG
 CARRIER PIPE TO BE EXTERNALLY COATED
 FOR CORROSION CONTROL
 PIPELINE TO BE CATHODICALLY PROTECTED
 PIPELINE DESIGN AS PER REQUIREMENTS OF PART 195
 OF THE CODE OF FEDERAL REGULATIONS (LATEST EDITION)
 TRAFFIC TO BE MAINTAINED DURING INSTALLATION PIPELINE

UNIVERSAL ENSCO, INC.		
NO.	REVISION	DATE
0	ISSUE FOR REVIEW HOUSTON	10/12/07
1	ISSUED FOR PERMITTING	06/11/08

TransCanada
In business to deliver
KEYSTONE PIPELINE PROJECT

PROPOSED 30" PIPELINE
 CROSSING UNDER
 U.S. HIGHWAY 14
 KINGSBURY COUNTY, SOUTH DAKOTA

PROJECT: 9347.000 **EXHIBIT A**

DOT 241
(3-1-85)

UTILITY PERMIT

ISSUED TO:

TRANSCANADA KEYSTONE PIPELINE LP
450 1ST STREET SW
CALGARY, ALBERTA CANADA, T2O5H1

Permit No.: 082163
Date: 10/23/2008
Project(s): 034

Gentlemen:

The South Dakota Department of Transportation on 10/23/2008 has approved your request to occupy highway right-of-way as outlined in your application. You are required to notify the DOT maintenance supervisor prior to utility installation.

Therefore, permission is hereby granted, in accordance with the laws of the State of South Dakota relative thereto, to install PIPELINE facilities within the highway right-of-way of Highway Number(s) SD34 in MINER County, South Dakota, provided same is done at the expense of the permittee, under the supervision and to the satisfaction of the Area Engineer and according to Exhibit(s) A&B attached.

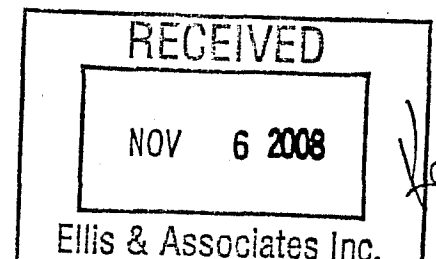
IN THE EVENT IT IS DEEMED NECESSARY BY THE SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION TO MOVE OR ALTER THE LINE IN ANY WAY DUE TO MAINTENANCE OR HIGHWAY RECONSTRUCTION WITHIN ITS PRESENT RIGHT-OF-WAY WIDTH, THE ALTERATION WILL BE ACCOMPLISHED BY THE OWNER WITHOUT COST TO THE STATE.

Very truly yours,

DEPARTMENT OF
TRANSPORTATION
Right of Way
Pierre, South Dakota

Scott Prether

Permit Manager



SP:jr
cc: Records Center

**SD EForm - 0929 V2 SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPLICATION FOR UTILITY PERMIT 082163**

DOT-200 (10/05)
 Highway No. 34 County MINER Approximately 75 FT Mi. N S E W
 from MP 357 for construction of CRUDE OIL PIPELINE
 (City or well defined point) (type of utility facility)
 Begin Section 05 Township 106-N Range 57-W End Section 08 Township 106-N Range 57-W
 Intended usage or rating TRANSPORTATION OF CRUDE OIL
 Cable size and type 30 INCH STEEL X-70 DSAW PIPE WITH 12 TO 14 MILS FUSION BONDED EXPOXY
 Outsize pipe diameter 30 INCH Maximum pipeline operation pressure 1440 PSIG
 Size and type of metal casing N/A
 Minimum depth of cable or pipeline: (Rural Roadway 48") (Curb-Gutter 24") (Other Areas 36")
 Method of installation DRY BORE
 Approximate construction dates - Start 5/1/2009 Finish 12/31/2009
 Special conditions _____

I, the undersigned, request permission to construct and maintain a utility facility on public right-of-way at the above location and as shown on the attached layout sheet and in accordance with provisions of Administrative Rules of South Dakota, Chapter 70:04:05. In consideration for this permission, I agree to abide by all conditions of said rules and in addition, the following:

- To furnish all materials, labor, incidentals and pay all costs involved with the construction and maintenance of the utility facility. To perform approved open cut trench operations in accordance with current DOT Open Cut Method of Utility Installation or Repair, Administrative Rule Chapter 70:04:05, Appendix A. To restore any damaged portions of the roadway and right-of-way to equal or better conditions than existed prior to beginning work covered by this permit. To not install a utility over the top of any highway drainage structure.
- To provide protection to highway traffic during construction and maintenance by the use of proper signs, barricades, flagpersons and lights as prescribed in the "Manual on Uniform Traffic Control Devices."
- To indemnify and hold the State of South Dakota, its Department of Transportation, its officers, agents and employees harmless, from and against any and all actions, suits, damages, liability or other proceedings of any kind or nature brought because of any injuries or damage received or sustained by any person or property on account of the use or occupancy of highway right-of-way designated in this application.

Company TRANSCANADA KEYSTON PIPELINE LP Date 10/1/2008
 Address 450 1ST STREET SW City Calgary, Alberta State Canada Zip T2O5H1 Telephone (403) 920-2000
 By: (Sig.) [Signature] (Typed) KERWIN KOSTAD Title Permit Coordinator

To be completed by the Department of Transportation

Project (Const.) _____ Station _____ Milepost Hwy 34 357.01
 Project (Maint.) _____ Maintenance Unit 253
 1. Prior to commencing construction and upon completion of work the applicant shall notify Bill Haines
 _____ at Plankinton telephone (605) 770-7394
 2. Special Conditions: _____
 3. Failure to construct and maintain the utility facility in accordance with the provisions of this permit will automatically render this permit null and void and constitute grounds for its removal and/or full restoration of the site at the applicant's expense.

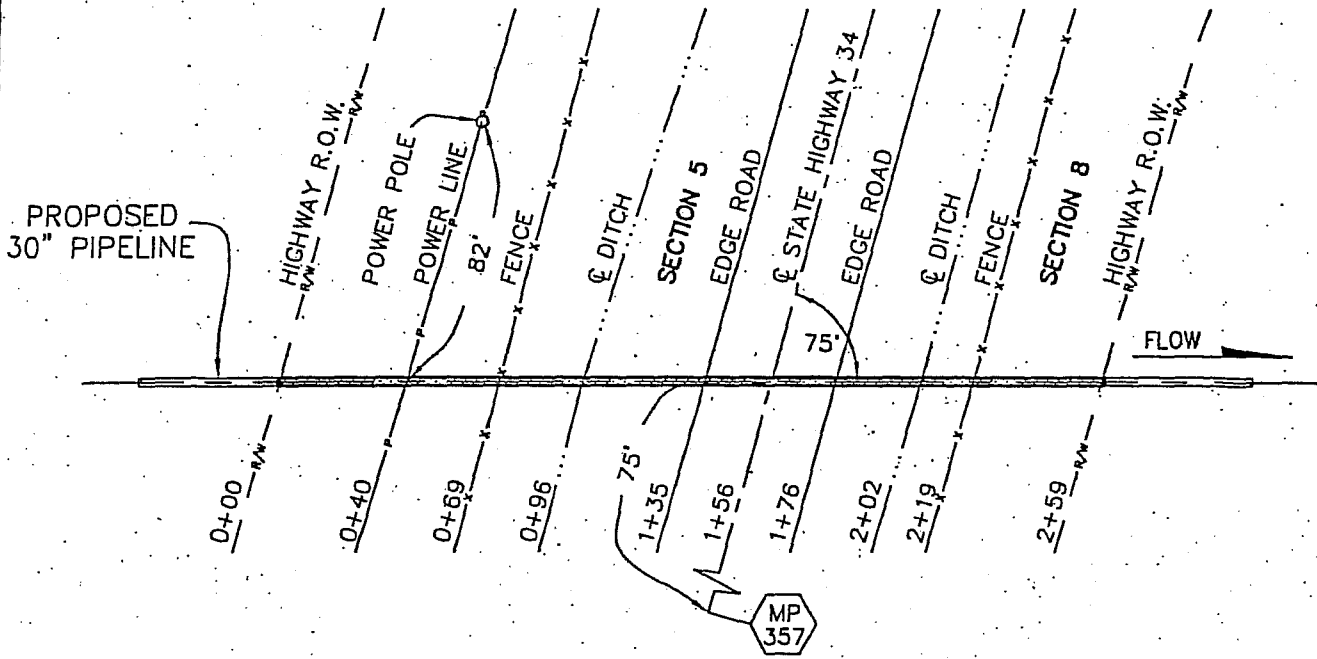
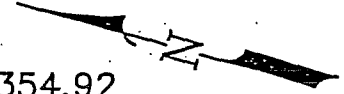
Recommended: _____ 20 _____ 20 _____
 City Representative Bridge/Roadway Design/Date

Recommended: _____ 20 _____
 Area Engineer/Date 10/17/08
 Approved: [Signature] _____ 20 _____
 Region Engineer/Date

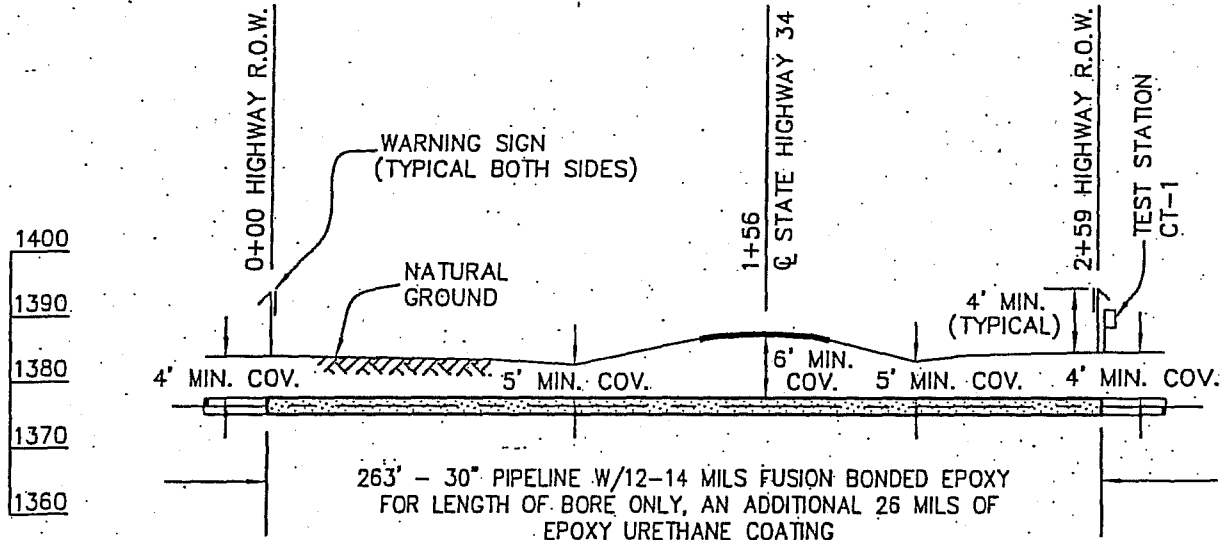
This permit to construct and maintain a utility facility is granted subject to all conditions as herein stated.

12-0 1st 18 [Signature]

SECTIONS 5 & 8, T106N - R57W
 MINER COUNTY, SOUTH DAKOTA
 TRACT NO. ML-SD-MN-0783.0000-RD, MP-354.92



PLAN
 1" = 60'




263' - 30" PIPELINE W/12-14 MILS FUSION BONDED EPOXY FOR LENGTH OF BORE ONLY, AN ADDITIONAL 26 MILS OF EPOXY URETHANE COATING

PROFILE
 HORIZ: 1" = 60'
 VERT: 1" = 30'

TBM - CENTER OF HIGHWAY ELEV 1,387'

PRODUCT: CRUDE OIL
 CARRIER PIPE: 30" O.D. X 0.515" W.T.
 X-70 DSAW PIPE W/12 TO 14 MILS FUSION BONDED EPOXY
 MINIMUM TEST PRESSURE: 1,801 PSIG
 MAXIMUM OPERATING PRESSURE: 1,440 PSIG
 CARRIER PIPE TO BE EXTERNALLY COATED FOR CORROSION CONTROL
 PIPELINE TO BE CATHODICALLY PROTECTED
 PIPELINE DESIGN AS PER REQUIREMENTS OF PART 195

NO.	REVISION	DATE
0	ISSUED FOR REVIEW HOUSTON	10/15/07
1	ISSUED FOR PERMITTING	07/08/08



TransCanada
In business to deliver
KEYSTONE PIPELINE PROJECT

PROPOSED 30" PIPELINE CROSSING UNDER STATE HIGHWAY 34 MINER COUNTY, SOUTH DAKOTA

DOT 241
(3-1-85)

UTILITY PERMIT

ISSUED TO:

TRANSCANADA KEYSTONE PIPELINE LP
450 1ST STREET SW
CALGARY, ALBERTA CANADA T2O5H1

Permit No.: 082162
Date: 10/23/2008
Project(s): 025

Gentlemen:

The South Dakota Department of Transportation on 10/23/2008 has approved your request to occupy highway right-of-way as outlined in your application. You are required to notify the DOT maintenance supervisor prior to utility installation.

Therefore, permission is hereby granted, in accordance with the laws of the State of South Dakota relative thereto, to install PIPELINE facilities within the highway right-of-way of Highway Number(s) SD25 in HANSON County, South Dakota, provided same is done at the expense of the permittee, under the supervision and to the satisfaction of the Area Engineer and according to Exhibit(s) A&B attached.

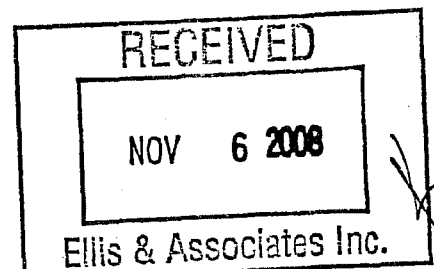
IN THE EVENT IT IS DEEMED NECESSARY BY THE SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION TO MOVE OR ALTER THE LINE IN ANY WAY DUE TO MAINTENANCE OR HIGHWAY RECONSTRUCTION WITHIN ITS PRESENT RIGHT-OF-WAY WIDTH, THE ALTERATION WILL BE ACCOMPLISHED BY THE OWNER WITHOUT COST TO THE STATE.

Very truly yours,

DEPARTMENT OF
TRANSPORTATION
Right of Way
Pierre, South Dakota

Scott Pretzer

Permit Manager



SP:jr
cc: Records Center

**SD EForm - 0929 V2 SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPLICATION FOR UTILITY PERMIT 082162**

DOT-200 (10/05)
 Highway No. 25 County HANSON Approximately 2,235 FT. Mi. N S E W
 from MP 68 (City or well defined point) for construction of CRUDE OIL PIPELINE (type of utility facility)
 Begin Section 21 Township 104-N Range 57-W End Section 22 Township 104-N Range 57-W
 Intended usage or rating TRANSPORTATION OF CRUDE OIL
 Cable size and type 30 INCH STEEL X-70 DSAW PIPE WITH 12 TO 14 MILS FUSION BONDED EXPOXY
 Outsize pipe diameter 30 INCH Maximum pipeline operation pressure 1440 PSIG
 Size and type of metal casing N/A
 Minimum depth of cable or pipeline: (Rural Roadway 48") (Curb-Gutter 24") (Other Areas 36")
 Method of installation DRY BORE
 Approximate construction dates - Start 5/1/2009 Finish 12/31/2009
 Special conditions _____

I, the undersigned, request permission to construct and maintain a utility facility on public right-of-way at the above location and as shown on the attached layout sheet and in accordance with provisions of Administrative Rules of South Dakota, Chapter 70:04:05. In consideration for this permission, I agree to abide by all conditions of said rules and in addition, the following:

- To furnish all materials, labor, incidentals and pay all costs involved with the construction and maintenance of the utility facility. To perform approved open cut trench operations in accordance with current DOT Open Cut Method of Utility Installation or Repair, Administrative Rule Chapter 70:04:05, Appendix A. To restore any damaged portions of the roadway and right-of-way to equal or better conditions than existed prior to beginning work covered by this permit. To not install a utility over the top of any highway drainage structure.
- To provide protection to highway traffic during construction and maintenance by the use of proper signs, barricades, flagpersons and lights as prescribed in the "Manual on Uniform Traffic Control Devices."
- To indemnify and hold the State of South Dakota, its Department of Transportation, its officers, agents and employees harmless, from and against any and all actions, suits, damages, liability or other proceedings of any kind or nature brought because of any injuries or damage received or sustained by any person or property on account of the use or occupancy of highway right-of-way designated in this application.

Company TRANSCANADA KEYSTON PIPELINE LP Date 10/1/2008
 Address 450 1ST STREET SW City Calgary, Alberta State Canada Zip T205H1 Telephone (403) 920-2000
 By: (Sig.) *Kerwin Kostad* (Typed) KERWIN KOSTAD Title Permit Coordinator

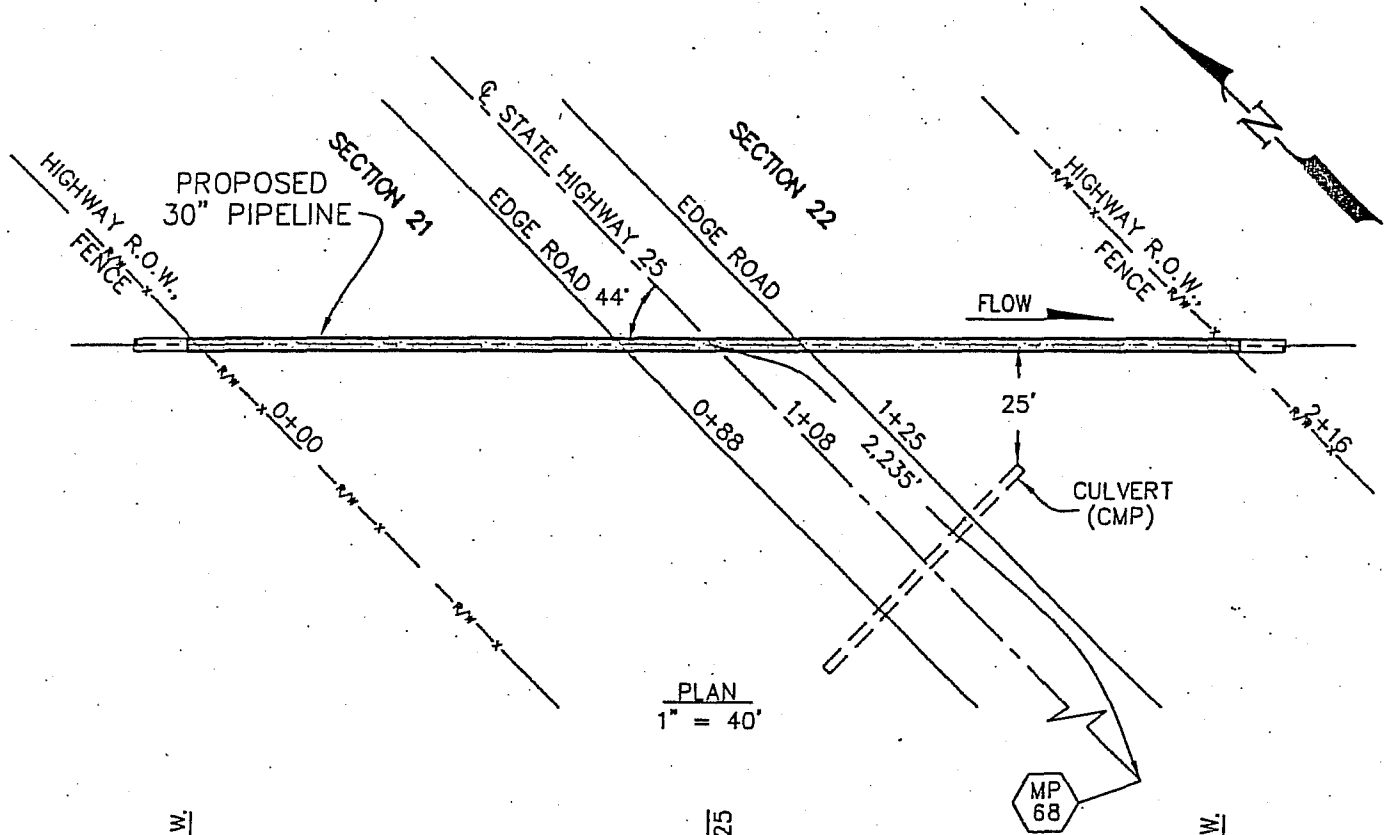
To be completed by the Department of Transportation

Project (Const.) _____ Station _____ Milepost 68.42 *Hwy 25*
 Project (Maint.) _____ Maintenance Unit 252
 1. Prior to commencing construction and upon completion of work the applicant shall notify Charlie Goldammer at Mitchell, SD telephone (605) 770-7389
 2. Special Conditions: _____

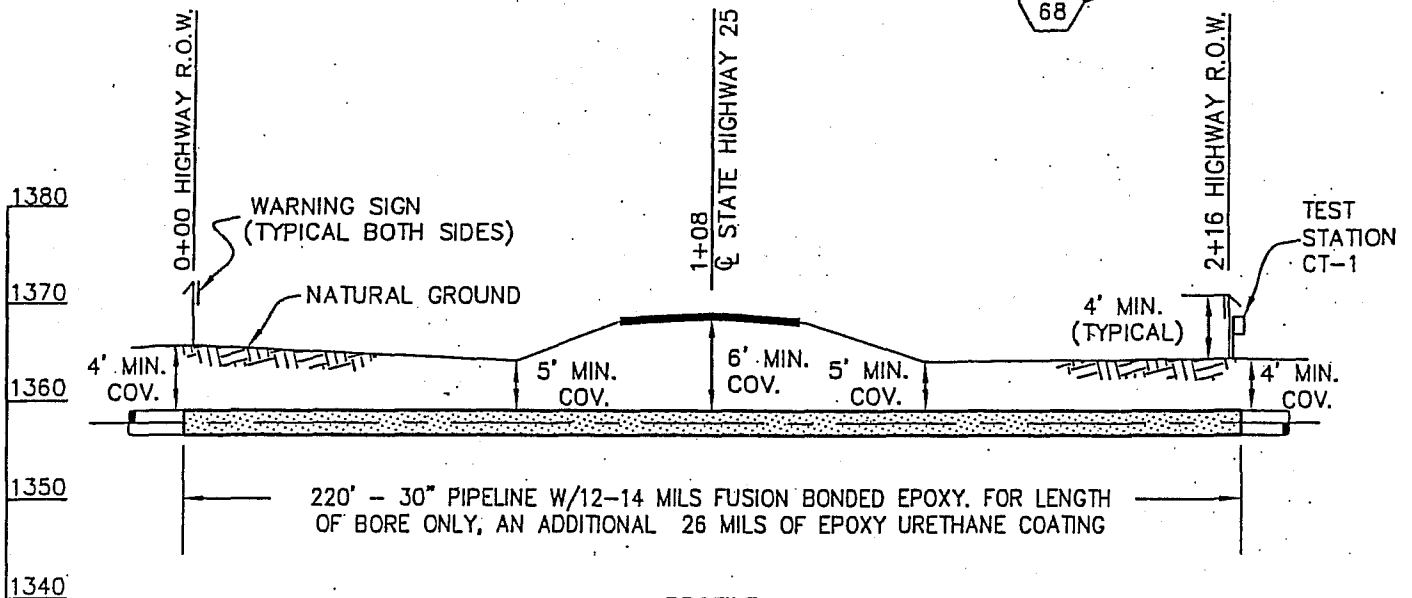
3. Failure to construct and maintain the utility facility in accordance with the provisions of this permit will automatically render this permit null and void and constitute grounds for its removal and/or full restoration of the site at the applicant's expense.

Recommended: _____ 20 _____ 20 _____
 City Representative _____ Bridge/Roadway Design/Date _____
 Recommended by: _____ 20 _____
 Area Engineer/Date 10/17/08
 Approved: *Sammy D. Williams* 20 _____
 Area Engineer/Date _____
 This permit to construct and maintain a utility facility is granted subject to all conditions as herein stated.
Scott D. ...

SECTIONS 21 & 22, T104N - R57-W
 HANSON COUNTY, SOUTH DAKOTA
 TRACT NO. ML-SD-HA-0818.0000-RD, MP-369.72



PLAN
 1" = 40'



PROFILE
 HORIZ: 1" = 40'
 VERT: 1" = 20'

PRODUCT: CRUDE OIL
 CARRIER PIPE: 30" O.D. X 0.515" W.T.
 X-70 DSAW PIPE W/12 TO 14 MILS
 FUSION BONDED EPOXY
 MINIMUM TEST PRESSURE: 1,801 PSIG
 MAXIMUM OPERATING PRESSURE: 1,440 PSIG
 CARRIER PIPE TO BE EXTERNALLY COATED
 FOR CORROSION CONTROL
 PIPELINE TO BE CATHODICALLY PROTECTED
 PIPELINE DESIGN AS PER REQUIREMENTS OF PART 195

TBM-CENTER OF HIGHWAY ELEV 1,369'

NO.	REVISION	DATE
0	ISSUED FOR REVIEW HOUSTON	10/12/07
1	ISSUED FOR PERMITTING	06/11/08



TransCanada
In business to deliver
KEYSTONE PIPELINE PROJECT

PROPOSED 30" PIPELINE
 CROSSING UNDER
 STATE HIGHWAY 25
 HANSON COUNTY, SOUTH DAKOTA

DOT 241
(3-1-85)

UTILITY PERMIT

ISSUED TO:

TRANSCANADA KEYSTONE PIPELINE LP
450 1ST STREET SW
CALGARY, ALBERTA CANADA T2O5H1

Permit No.: 082164
Date: 10/23/2008
Project(s): 038

Gentlemen:

The South Dakota Department of Transportation on 10/23/2008 has approved your request to occupy highway right-of-way as outlined in your application. You are required to notify the DOT maintenance supervisor prior to utility installation.

Therefore, permission is hereby granted, in accordance with the laws of the State of South Dakota relative thereto, to install PIPELINE facilities within the highway right-of-way of Highway Number(s) SD38 in HANSON County, South Dakota, provided same is done at the expense of the permittee, under the supervision and to the satisfaction of the Area Engineer and according to Exhibit(s) A&B attached.

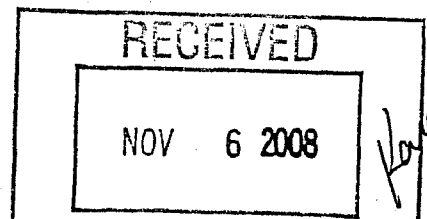
IN THE EVENT IT IS DEEMED NECESSARY BY THE SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION TO MOVE OR ALTER THE LINE IN ANY WAY DUE TO MAINTENANCE OR HIGHWAY RECONSTRUCTION WITHIN ITS PRESENT RIGHT-OF-WAY WIDTH, THE ALTERATION WILL BE ACCOMPLISHED BY THE OWNER WITHOUT COST TO THE STATE.

Very truly yours,

DEPARTMENT OF
TRANSPORTATION
Right of Way
Pierre, South Dakota

Scott Pretzer

Permit Manager



**SD EForm - 0929 V2 SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPLICATION FOR UTILITY PERMIT 082164**

DOT-200
(10/05)

Highway No. 38 County HANSON Approximately 1,290 FT Mi. N S E W
 from MP 320 (City or well defined point) for construction of CRUDE OIL PIPELINE (type of utility facility)

Begin Section 24 Township 103-N Range 57-W End Section 25 Township 103-N Range 57-W

Intended usage or rating TRANSPORTATION OF CRUDE OIL

Cable size and type 30 INCH STEEL X-70 DSAW PIPE WITH 12 TO 14 MILS FUSION BONDED EXPOXY

Outsize pipe diameter 30 INCH Maximum pipeline operation pressure 1440 PSIG

Size and type of metal casing N/A

Minimum depth of cable or pipeline: (Rural Roadway 48") (Curb-Gutter 24") (Other Areas 36")

Method of installation DRY BORE

Approximate construction dates - Start 5/1/2009 Finish 12/31/2009

Special conditions _____

I, the undersigned, request permission to construct and maintain a utility facility on public right-of-way at the above location and as shown on the attached layout sheet and in accordance with provisions of Administrative Rules of South Dakota, Chapter 70:04:05. In consideration for this permission, I agree to abide by all conditions of said rules and in addition, the following:

- To furnish all materials, labor, incidentals and pay all costs involved with the construction and maintenance of the utility facility. To perform approved open cut trench operations in accordance with current DOT Open Cut Method of Utility Installation or Repair, Administrative Rule Chapter 70:04:05, Appendix A. To restore any damaged portions of the roadway and right-of-way to equal or better conditions than existed prior to beginning work covered by this permit. To not install a utility over the top of any highway drainage structure.
- To provide protection to highway traffic during construction and maintenance by the use of proper signs, barricades, flagpersons and lights as prescribed in the "Manual on Uniform Traffic Control Devices."
- To indemnify and hold the State of South Dakota, its Department of Transportation, its officers, agents and employees harmless, from and against any and all actions, suits, damages, liability or other proceedings of any kind or nature brought because of any injuries or damage received or sustained by any person or property on account of the use or occupancy of highway right-of-way designated in this application.

Company TRANSCANADA KEYSTON PIPELINE LP Date 10/1/2008

Address 450 1ST STREET SW City Calgary, Alberta State Canada Zip T2O5H1 Telephone (403) 920-2000

By: (Sig.) [Signature] (Typed) KERWIN KOSTAD Title Permit Coordinator

To be completed by the Department of Transportation

Project (Const.) _____ Station _____ Milepost Hwy 38 320.24

Project (Maint.) _____ Maintenance Unit 252

1. Prior to commencing construction and upon completion of work the applicant shall notify Charlie Goldammer at Mitchell telephone (605) 770-7389

2. Special Conditions: _____

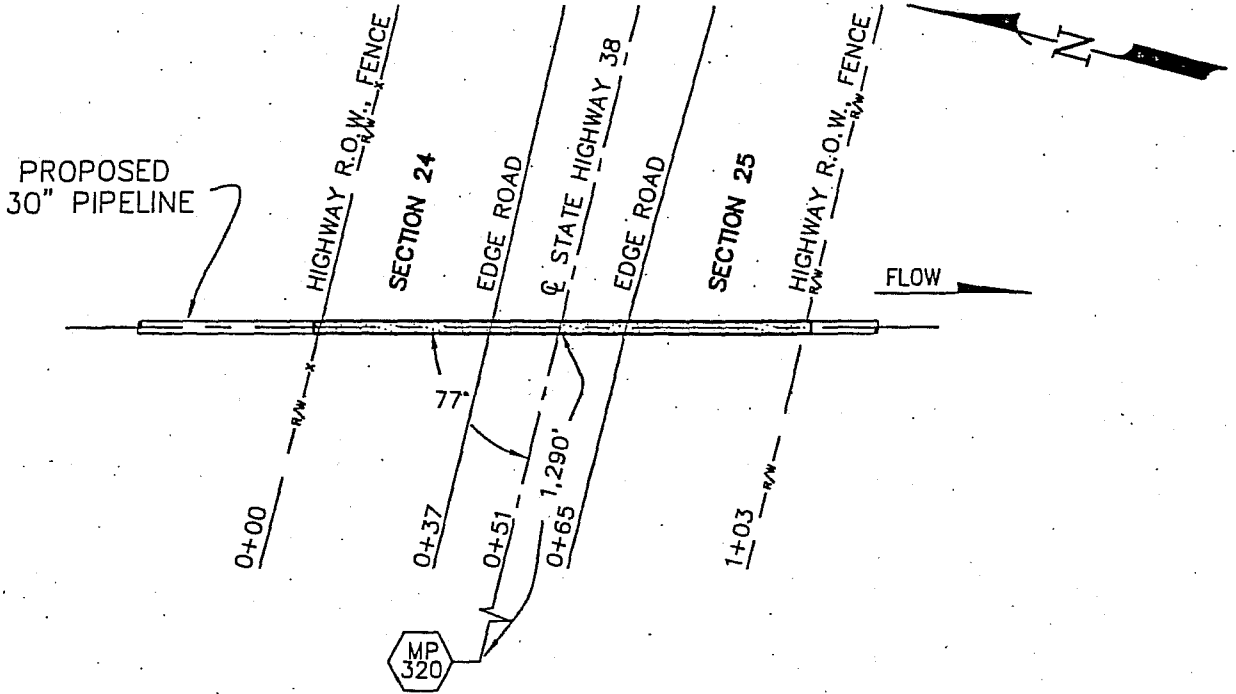
3. Failure to construct and maintain the utility facility in accordance with the provisions of this permit will automatically render this permit null and void and constitute grounds for its removal and/or full restoration of the site at the applicant's expense.

Recommended: _____ 20 _____ 20
 City Representative Bridge/Roadway Design/Date

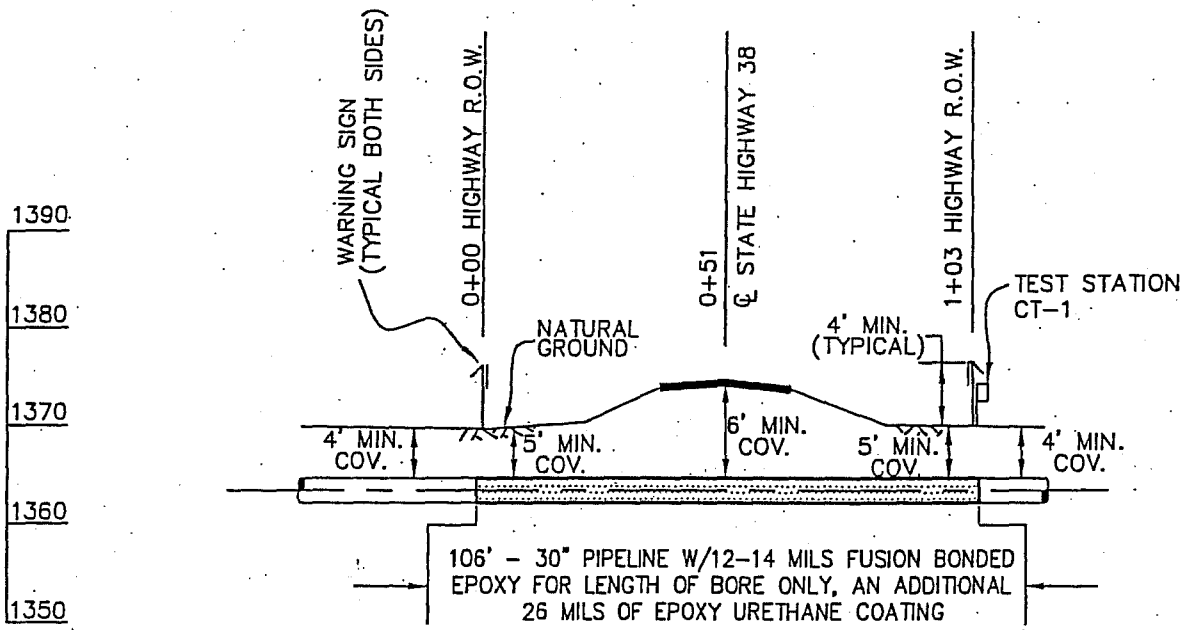
Approved: [Signature] 20 10/17/08
 Area Engineer/Date

Area Engineer/Date This permit to construct and maintain a utility facility is granted subject to all conditions as herein stated.

SECTIONS 24 & 25, T103N - R57W
 HANSON COUNTY, SOUTH DAKOTA
 TRACT NO. ML-SD-HA-0839.0000-RD, MP-376.97



PLAN
 1" = 40'



PROFILE
 HORIZ: 1" = 40'
 VERT: 1" = 20'

TBM - CENTER OF HIGHWAY ELEV. 1,374'

PRODUCT: CRUDE OIL
 CARRIER PIPE: 30" O.D. X 0.515" W.T.
 X-70 DSAW PIPE W/12 TO 14 MILS
 FUSION BONDED EPOXY
 MINIMUM TEST PRESSURE: 1,801 PSIG
 MAXIMUM OPERATING PRESSURE: 1,440 PSIG
 CARRIER PIPE TO BE EXTERNALLY COATED
 FOR CORROSION CONTROL
 PIPELINE TO BE CATHODICALLY PROTECTED
 PIPELINE DESIGN AS PER REQUIREMENTS OF PART 195
 OF THE CODE OF FEDERAL REGULATIONS

NO.	REVISION	DATE
0	ISSUED FOR REVIEW HOUSTON	10/12/07
1	ISSUED FOR PERMITTING	06/11/08

TransCanada
In business to deliver

KEYSTONE PIPELINE PROJECT

PROPOSED 30" PIPELINE
 CROSSING UNDER
 STATE HIGHWAY 38
 HANSON COUNTY, SOUTH DAKOTA

DOT 241
(3-1-85)

UTILITY PERMIT

Copy

ISSUED TO:

TRANSCANADA KEYSTONE PIPELINE LP
450 1ST STREET SW
CALGARY, ALBERTA CANADA, T2O5H1

Permit No.: 082168
Date: 11/5/2008
Project(s): 090

Gentlemen:

The South Dakota Department of Transportation on 11/5/2008 has approved your request to occupy highway right-of-way as outlined in your application. You are required to notify the DOT maintenance supervisor prior to utility installation.

Therefore, permission is hereby granted, in accordance with the laws of the State of South Dakota relative thereto, to install OIL PIPELINE facilities within the highway right-of-way of Highway Number(s) I90E in HANSON County, South Dakota, provided same is done at the expense of the permittee, under the supervision and to the satisfaction of the Area Engineer and according to Exhibit(s) A&B attached.

IN THE EVENT IT IS DEEMED NECESSARY BY THE SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION TO MOVE OR ALTER THE LINE IN ANY WAY DUE TO MAINTENANCE OR HIGHWAY RECONSTRUCTION WITHIN ITS PRESENT RIGHT-OF-WAY WIDTH, THE ALTERATION WILL BE ACCOMPLISHED BY THE OWNER WITHOUT COST TO THE STATE.

Very truly yours,

DEPARTMENT OF
TRANSPORTATION
Right of Way
Pierre, South Dakota

Scott Bretzer

Permit Manager

SD EForm - 0929 V2 SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPLICATION FOR UTILITY PERMIT 082168

DOT-200
(10/05)

Highway No. 90 County HANSON Approximately 693 ^{ft} Mi. N S E W

from MP 353 (City or well defined point) for construction of CRUDE OIL PIPELINE (type of utility facility)

Begin Section 01 Township 102-N Range 57-W End Section 06 Township 102-N Range 57-W

Intended usage or rating TRANSPORTATION OF CRUDE OIL

Cable size and type 30 INCH STEEL X-70 DSAW PIPE WITH 12 TO 14 MILS FUSION BONDED EXPOXY

Outsize pipe diameter 30 INCH Maximum pipeline operation pressure 1440 PSIG

Size and type of metal casing N/A

Minimum depth of cable or pipeline: (Rural Roadway 48") (Curb-Gutter 24") (Other Areas 36")

Method of installation DRY BORE

Approximate construction dates - Start 5/1/2009 Finish 12/31/2009

Special conditions _____

I, the undersigned, request permission to construct and maintain a utility facility on public right-of-way at the above location and as shown on the attached layout sheet and in accordance with provisions of Administrative Rules of South Dakota, Chapter 70:04:05. In consideration for this permission, I agree to abide by all conditions of said rules and in addition, the following:

- To furnish all materials, labor, incidentals and pay all costs involved with the construction and maintenance of the utility facility. To perform approved open cut trench operations in accordance with current DOT Open Cut Method of Utility Installation or Repair, Administrative Rule Chapter 70:04:05, Appendix A. To restore any damaged portions of the roadway and right-of-way to equal or better conditions than existed prior to beginning work covered by this permit. To not install a utility over the top of any highway drainage structure.
- To provide protection to highway traffic during construction and maintenance by the use of proper signs, barricades, flagpersons and lights as prescribed in the "Manual on Uniform Traffic Control Devices."
- To indemnify and hold the State of South Dakota, its Department of Transportation, its officers, agents and employees harmless, from and against any and all actions, suits, damages, liability or other proceedings of any kind or nature brought because of any injuries or damage received or sustained by any person or property on account of the use or occupancy of highway right-of-way designated in this application.

Company TRANSCANADA KEYSTON PIPELINE LP Date 10/1/2008

Address 450 1ST STREET S City Calgary, Alberta State Canada Zip T2O5H1 Telephone (403) 920-2000

By: (Sig.) Kerwin Kostad (Typed) KERWIN KOSTAD Title Permit Coordinator

To be completed by the Department of Transportation

Project (Const.) _____ Station _____ Milepost 352.87⁺

Project (Maint.) _____ Maintenance Unit 252

1. Prior to commencing construction and upon completion of work the applicant shall notify Charlie Goldammer at Mitchell telephone 770-7389

2. Special Conditions: _____

3. Failure to construct and maintain the utility facility in accordance with the provisions of this permit will automatically render this permit null and void and constitute grounds for its removal and/or full restoration of the site at the applicant's expense.

Recommended: _____ 20 _____ 20
City Representative Bridge/Roadway Design/Date

Recommended: _____ 20 _____
Area Engineer/Date

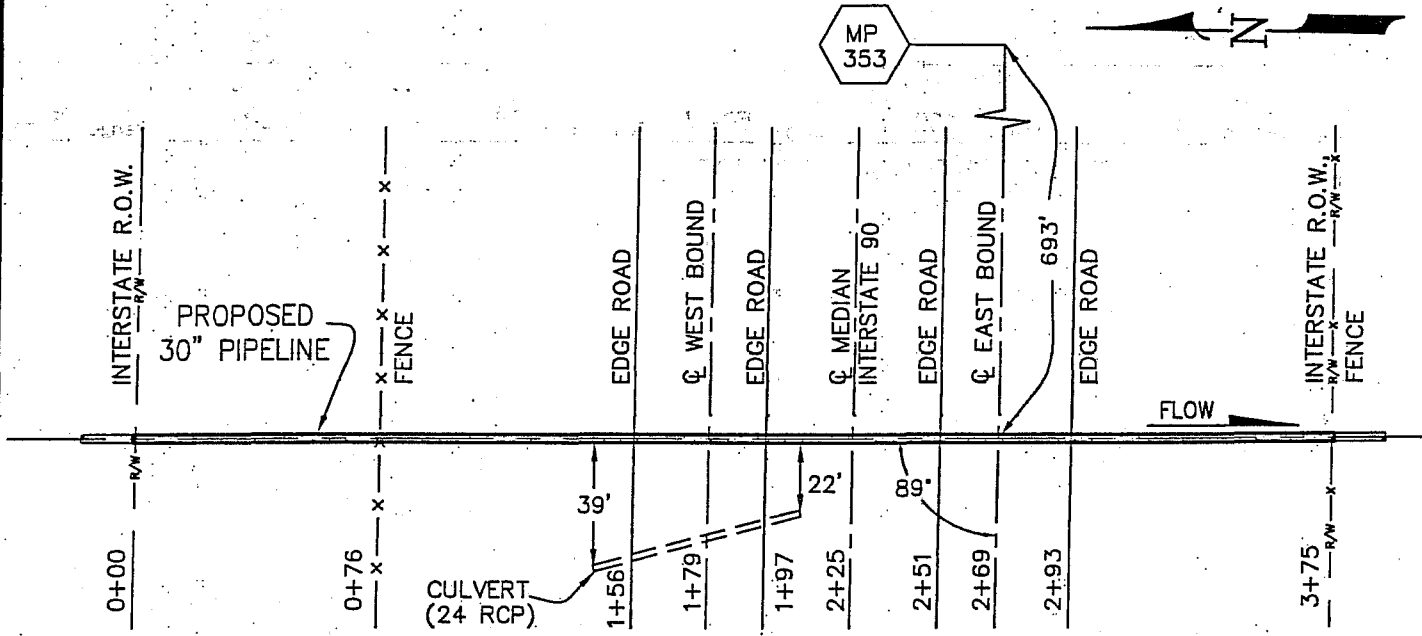
Approved: Jimmy D. Williams 10/31/08 20
Region Engineer/Date

Issued this 5th day of Nov., 2008

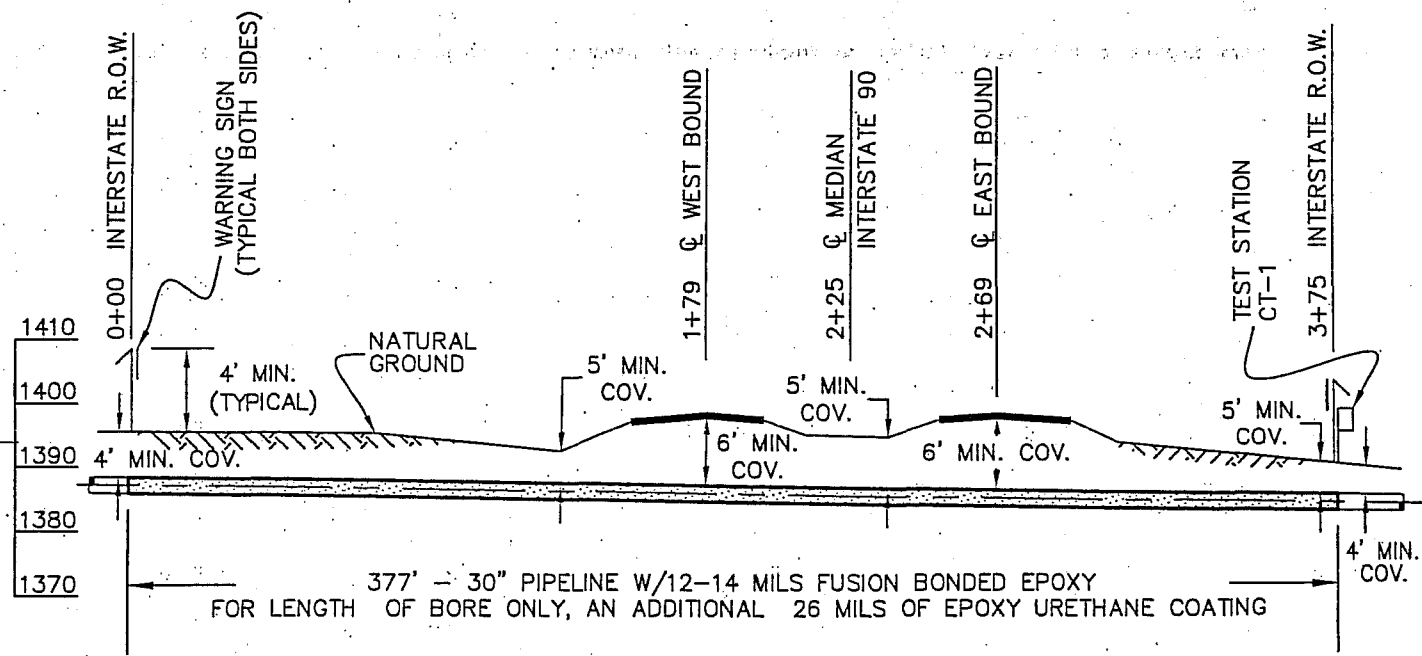
This permit to construct and maintain a utility facility is granted subject to all conditions as herein stated.

Scott Pretzler
PERMIT MANAGER

SECTION 1, T102N - R57W
 HANSON COUNTY, SOUTH DAKOTA
 TRACT NO. ML-SD-HA-0845.0000-RD, MP-379.54



PLAN
 1" = 60'



PROFILE

HORIZ: 1" = 60'
 VERT: 1" = 30'

PRODUCT: CRUDE OIL
 CARRIER PIPE: 30" O.D. 0.515" W.T.
 X-70 DSAW PIPE W/12 TO 14 MILS
 FUSION BONDED EPOXY
 MINIMUM TEST PRESSURE: 1,801 PSIG
 MAXIMUM OPERATING PRESSURE: 1,440 PSIG
 CARRIER PIPE TO BE EXTERNALLY COATED
 FOR CORROSION CONTROL
 PIPELINE TO BE CATHODICALLY PROTECTED
 PIPELINE DESIGN AS PER REQUIREMENTS OF PART 195

TBM - CENTER OF WEST BOUND ELEV 1,398'

		<p>TransCanada <i>In business to deliver</i></p>
<p>KEYSTONE PIPELINE PROJECT</p>		
NO.	REVISION	DATE
0	ISSUED FOR REVIEW HOUSTON	7/27/07
1	ISSUED FOR PERMITTING	10/22/08
<p>PROPOSED 30" PIPELINE CROSSING UNDER INTERSTATE 90 HANSON COUNTY, SOUTH DAKOTA</p>		



TRANSCANADA KEYSTONE PIPELINE LP

October 27, 2008

South Dakota Department of Transportation
Mitchell Area Engineer
Attn: Tammy Williams
West I-90 Bypass
Mitchell, SD 57301

UTILITY PERMIT APPLICATION

TransCanada Keystone Pipeline, LP will be constructing a 30 inch crude oil pipeline in 2009. The pipeline will cross Interstate 90 in your area district. Enclosed are our applications to cross Interstate 90. Previously, I submitted applications to cross five state highways in your district.

Please review the applications for a utility permit for the pipeline to cross state road. If you have any questions or need additional information, please contact as follows:

Kerwin Kostad
Permit Coordinator
7509 NW Tiffany Springs Parkway
Northpointe Circle II, Suite 200
Kansas City, MO 64153

Telephone: 816-880-4609 Extension 133
E-mail: kkostad@donellis-associates.com

Thank you for your assistance in providing the utility permit.

Kerwin Kostad
Permit Coordinator

Enclosures

DOT 241
(3-1-85)

UTILITY PERMIT

ISSUED TO:

TRANSCANADA KEYSTONE PIPELINE LP
450 1ST STREET SW
CALGARY, ALBERTA CANADA T2O5H1

Permit No.: 082161
Date: 10/23/2008
Project(s): 0262

Gentlemen:

The South Dakota Department of Transportation on 10/23/2008 has approved your request to occupy highway right-of-way as outlined in your application. You are required to notify the DOT maintenance supervisor prior to utility installation.

Therefore, permission is hereby granted, in accordance with the laws of the State of South Dakota relative thereto, to install PIPELINE facilities within the highway right-of-way of Highway Number(s) SD262 in MCCOOK County, South Dakota, provided same is done at the expense of the permittee, under the supervision and to the satisfaction of the Area Engineer and according to Exhibit(s) A&B attached.

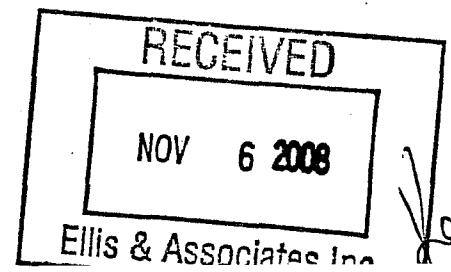
IN THE EVENT IT IS DEEMED NECESSARY BY THE SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION TO MOVE OR ALTER THE LINE IN ANY WAY DUE TO MAINTENANCE OR HIGHWAY RECONSTRUCTION WITHIN ITS PRESENT RIGHT-OF-WAY WIDTH, THE ALTERATION WILL BE ACCOMPLISHED BY THE OWNER WITHOUT COST TO THE STATE.

Very truly yours,

DEPARTMENT OF
TRANSPORTATION
Right of Way
Pierre, South Dakota

Scott Pretzer

Permit Manager



SD EForm - 0929 V2 SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION
 APPLICATION FOR UTILITY PERMIT **082161**

DOT-200
(10/05)

Highway No. 262 County MCCOOK Approximately 1.335 FT Mi. N S E W
 from MP 368 for construction of CRUDE OIL PIPELINE
(City or well defined point) (type of utility facility)

Begin Section 05 Township 101-N Range 56-W End Section _____ Township _____ Range _____

Intended usage or rating TRANSPORTATION OF CRUDE OIL

Cable size and type 30 INCH STEEL X-70 DSAW PIPE WITH 12 TO 14 MILS FUSION BONDED EXPOXY

Outsize pipe diameter 30 INCH Maximum pipeline operation pressure 1440 PSIG

Size and type of metal casing N/A

Minimum depth of cable or pipeline: (Rural Roadway 48") (Curb-Gutter 24") (Other Areas 36")

Method of installation DRY BORE

Approximate construction dates - Start 5/1/2009 Finish 12/31/2009

Special conditions _____

I, the undersigned, request permission to construct and maintain a utility facility on public right-of-way at the above location and as shown on the attached layout sheet and in accordance with provisions of Administrative Rules of South Dakota, Chapter 70:04:05. In consideration for this permission, I agree to abide by all conditions of said rules and in addition, the following:

- To furnish all materials, labor, incidentals and pay all costs involved with the construction and maintenance of the utility facility. To perform approved open cut trench operations in accordance with current DOT Open Cut Method of Utility Installation or Repair, Administrative Rule Chapter 70:04:05, Appendix A. To restore any damaged portions of the roadway and right-of-way to equal or better conditions than existed prior to beginning work covered by this permit. To not install a utility over the top of any highway drainage structure.
- To provide protection to highway traffic during construction and maintenance by the use of proper signs, barricades, flagpersons and lights as prescribed in the "Manual on Uniform Traffic Control Devices."
- To indemnify and hold the State of South Dakota, its Department of Transportation, its officers, agents and employees harmless, from and against any and all actions, suits, damages, liability or other proceedings of any kind or nature brought because of any injuries or damage received or sustained by any person or property on account of the use or occupancy of highway right-of-way designated in this application.

Company TRANSCANADA KEYSTON PIPELINE LP Date 10/1/2008

Address 450 1ST STREET SW City Calgary, Alberta State Canada Zip T2O5H1 Telephone (403) 920-2000

By: (Sig.) *Kerwin Kostad* (Typed) KERWIN KOSTAD Title Permit Coordinator.

To be completed by the Department of Transportation

Project (Const.) _____ Station _____ Milepost Hwy 262 368.25

Project (Maint.) _____ Maintenance Unit 252

1. Prior to commencing construction and upon completion of work the applicant shall notify Charlie Goldammer
 at Mitchell, SD telephone (605) 770-7389

2. Special Conditions: _____

3. Failure to construct and maintain the utility facility in accordance with the provisions of this permit will automatically render this permit null and void and constitute grounds for its removal and/or full restoration of the site at the applicant's expense.

Recommended: _____ 20 _____ 20 _____
City Representative Bridge/Roadway Design/Date

Recommended: _____ 20 _____
Area Engineer/Date

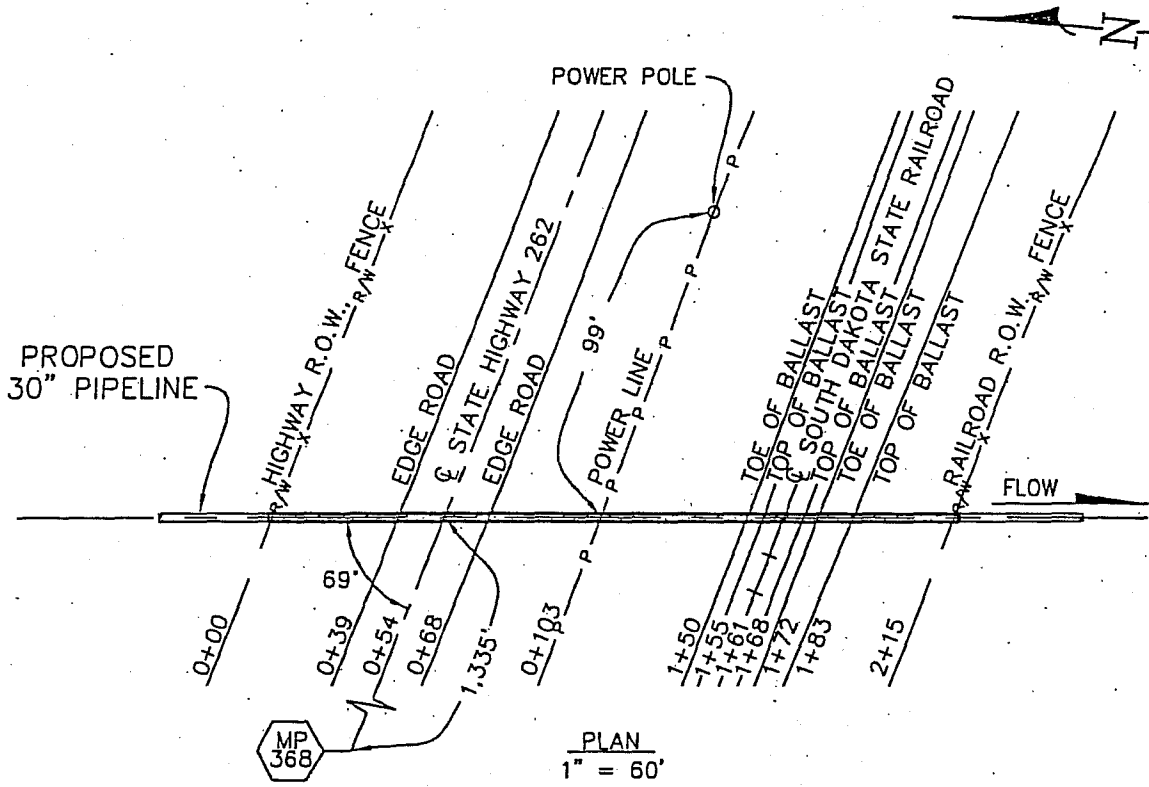
Approved: *Jimmie S. Williams* 20 10/17/08
Area Engineer/Date

This permit to construct and maintain a utility facility is granted subject to all conditions as herein stated.

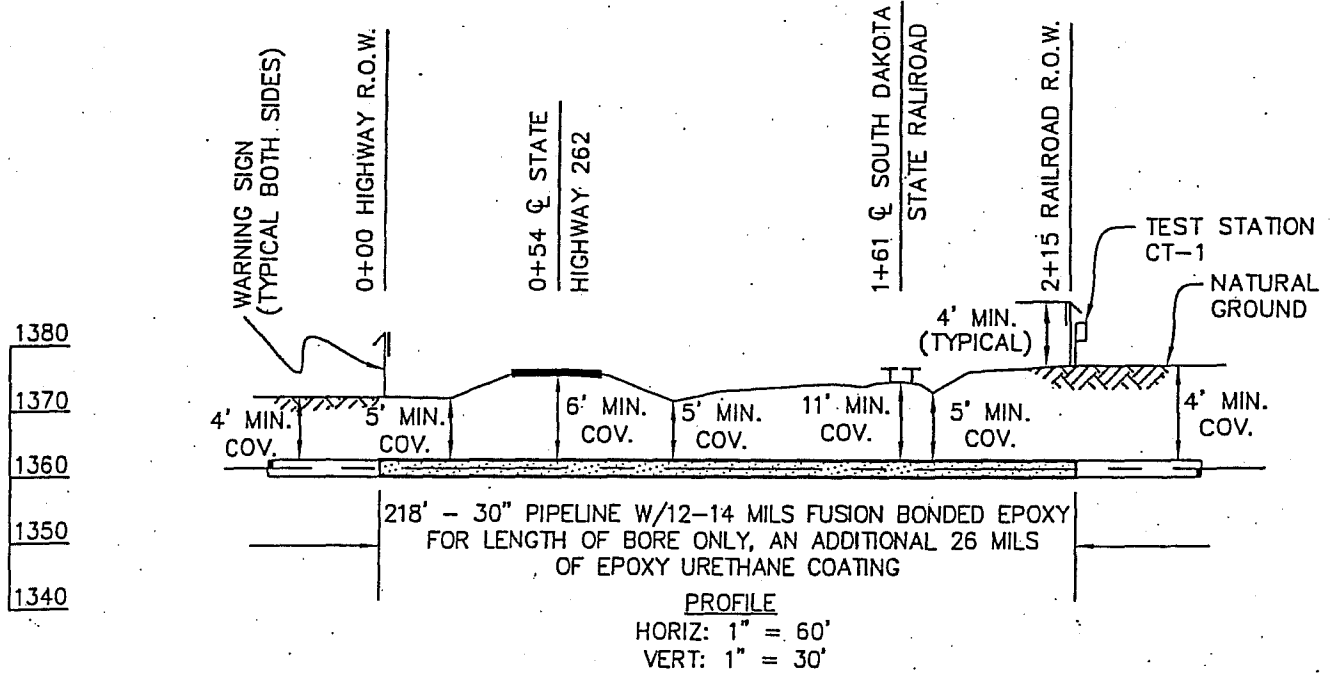
Matt Proctor

23-0 Aut 000

SECTION 5, T101N - R56W
 McCOOK COUNTY, SOUTH DAKOTA
 TRACT NO. ML-SD-MC-0860.0000-RD, MP-385.35



PLAN
 1" = 60'




PROFILE
 HORIZ: 1" = 60'
 VERT: 1" = 30'

TBM-CENTER OF HIGHWAY ELEV. 1,376'

PRODUCT: CRUDE OIL
 CARRIER PIPE: 30" O.D. X 0.515" W.T.
 X-70 DSAW PIPE W/12 TO 14 MILS
 FUSION BONDED EPOXY
 MINIMUM TEST PRESSURE: 1,801 PSIG
 MAXIMUM OPERATING PRESSURE: 1,440 PSIG
 CARRIER PIPE TO BE EXTERNALLY COATED
 FOR CORROSION CONTROL
 PIPELINE TO BE CATHODICALLY PROTECTED

NO.	REVISION	DATE
0	ISSUED FOR REVIEW HOUSTON	6/26/07
1	ADDED HWY MP	10/12/07
2	ISSUED FOR PERMITTING	11/14/07



TransCanada
 In business to deliver
KEYSTONE PIPELINE PROJECT

PROPOSED 30" PIPELINE
 CROSSING UNDER
 STATE HIGHWAY 262

DOT 241
(3-1-85)

UTILITY PERMIT

ISSUED TO:

TRANSCANADA KEYSTONE PIPELINE LP
450 1ST STREET SW
CALGARY, ALBERTA CANADA T2O5H1

Permit No.: 082160
Date: 10/23/2008
Project(s): 042

Gentlemen:

The South Dakota Department of Transportation on 10/23/2008 has approved your request to occupy highway right-of-way as outlined in your application. You are required to notify the DOT maintenance supervisor prior to utility installation.

Therefore, permission is hereby granted, in accordance with the laws of the State of South Dakota relative thereto, to install PIPELINE facilities within the highway right-of-way of Highway Number(s) SD42 in MCCOOK County, South Dakota, provided same is done at the expense of the permittee, under the supervision and to the satisfaction of the Area Engineer and according to Exhibit(s) A&B attached.

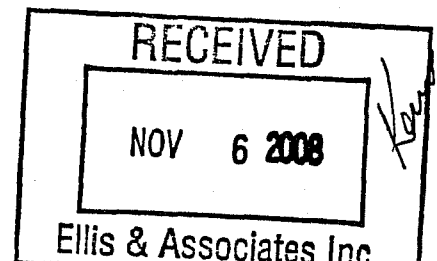
IN THE EVENT IT IS DEEMED NECESSARY BY THE SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION TO MOVE OR ALTER THE LINE IN ANY WAY DUE TO MAINTENANCE OR HIGHWAY RECONSTRUCTION WITHIN ITS PRESENT RIGHT-OF-WAY WIDTH, THE ALTERATION WILL BE ACCOMPLISHED BY THE OWNER WITHOUT COST TO THE STATE.

Very truly yours,

DEPARTMENT OF
TRANSPORTATION
Right of Way
Pierre, South Dakota

Scott Pretyer

Permit Manager



SP:jr
cc: Records Center

**SD EForm - 0929 V2 SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPLICATION FOR UTILITY PERMIT 082160**

DOT-200
(10/05)

Highway No. 42 County MCCOOK Approximately 150 FT Mi. N S E W

from MP 324 (City or well defined point) for construction of CRUDE OIL PIPELINE (type of utility facility)

Begin Section 17 Township 101-N Range 56-W End Section 20 Township 101-N Range 56-W

Intended usage or rating TRANSPORTATION OF CRUDE OIL

Cable size and type 30 INCH STEEL X-70 DSAW PIPE WITH 12 TO 14 MILS FUSION BONDED EXPOXY

Outsize pipe diameter 30 INCH Maximum pipeline operation pressure 1440 PSIG

Size and type of metal casing N/A

Minimum depth of cable or pipeline: (Rural Roadway 48") (Curb-Gutter 24") (Other Areas 36")

Method of installation DRY BORE

Approximate construction dates - Start 5/1/2009 Finish 12/31/2009

Special conditions _____

I, the undersigned, request permission to construct and maintain a utility facility on public right-of-way at the above location and as shown on the attached layout sheet and in accordance with provisions of Administrative Rules of South Dakota, Chapter 70:04:05. In consideration for this permission, I agree to abide by all conditions of said rules and in addition, the following:

- To furnish all materials, labor, incidentals and pay all costs involved with the construction and maintenance of the utility facility. To perform approved open cut trench operations in accordance with current DOT Open Cut Method of Utility Installation or Repair, Administrative Rule Chapter 70:04:05, Appendix A. To restore any damaged portions of the roadway and right-of-way to equal or better conditions than existed prior to beginning work covered by this permit. To not install a utility over the top of any highway drainage structure.
- To provide protection to highway traffic during construction and maintenance by the use of proper signs, barricades, flagpersons and lights as prescribed in the "Manual on Uniform Traffic Control Devices."
- To indemnify and hold the State of South Dakota, its Department of Transportation, its officers, agents and employees harmless, from and against any and all actions, suits, damages, liability or other proceedings of any kind or nature brought because of any injuries or damage received or sustained by any person or property on account of the use or occupancy of highway right-of-way designated in this application.

Company TRANSCANADA KEYSTON PIPELINE LP Date 10/1/2008

Address 450 1ST STREET SW City Calgary, Alberta State Canada Zip T2O5H1 Telephone (403) 920-2000

By: (Sig.) [Signature] (Typed) KERWIN KOSTAD Title Permit Coordinator

To be completed by the Department of Transportation

Project (Const.) _____ Station _____ Milepost Hwy 42 324.03

Project (Maint.) _____ Maintenance Unit 252

1. Prior to commencing construction and upon completion of work the applicant shall notify Charlie Goldammer at Witchell, SD telephone (605) 770-7389

2. Special Conditions: _____

3. Failure to construct and maintain the utility facility in accordance with the provisions of this permit will automatically render this permit null and void and constitute grounds for its removal and/or full restoration of the site at the applicant's expense.

Recommended: _____ 20 _____ 20 _____
City Representative Bridge/Roadway Design/Date

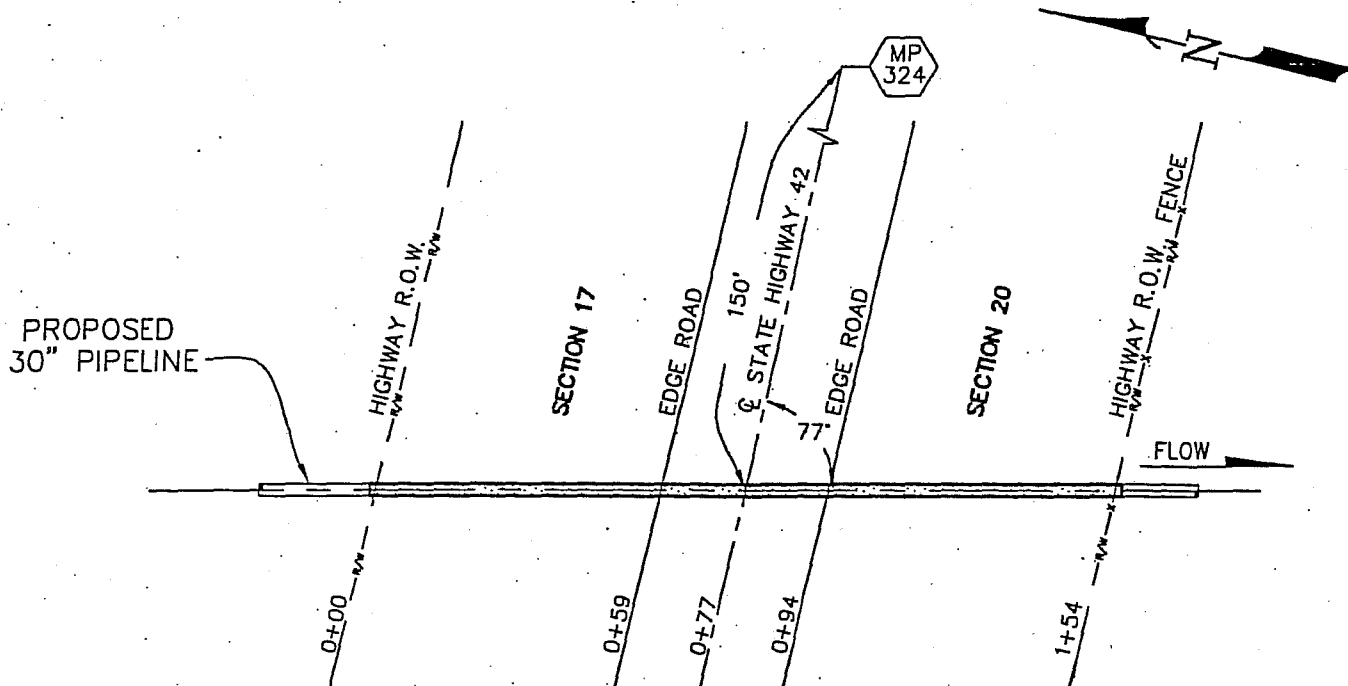
Recommended: _____ 20 _____
Area Engineer/Date

Approved: Jimmy Williams 10/17/08 20
Area Region Engineer/Date

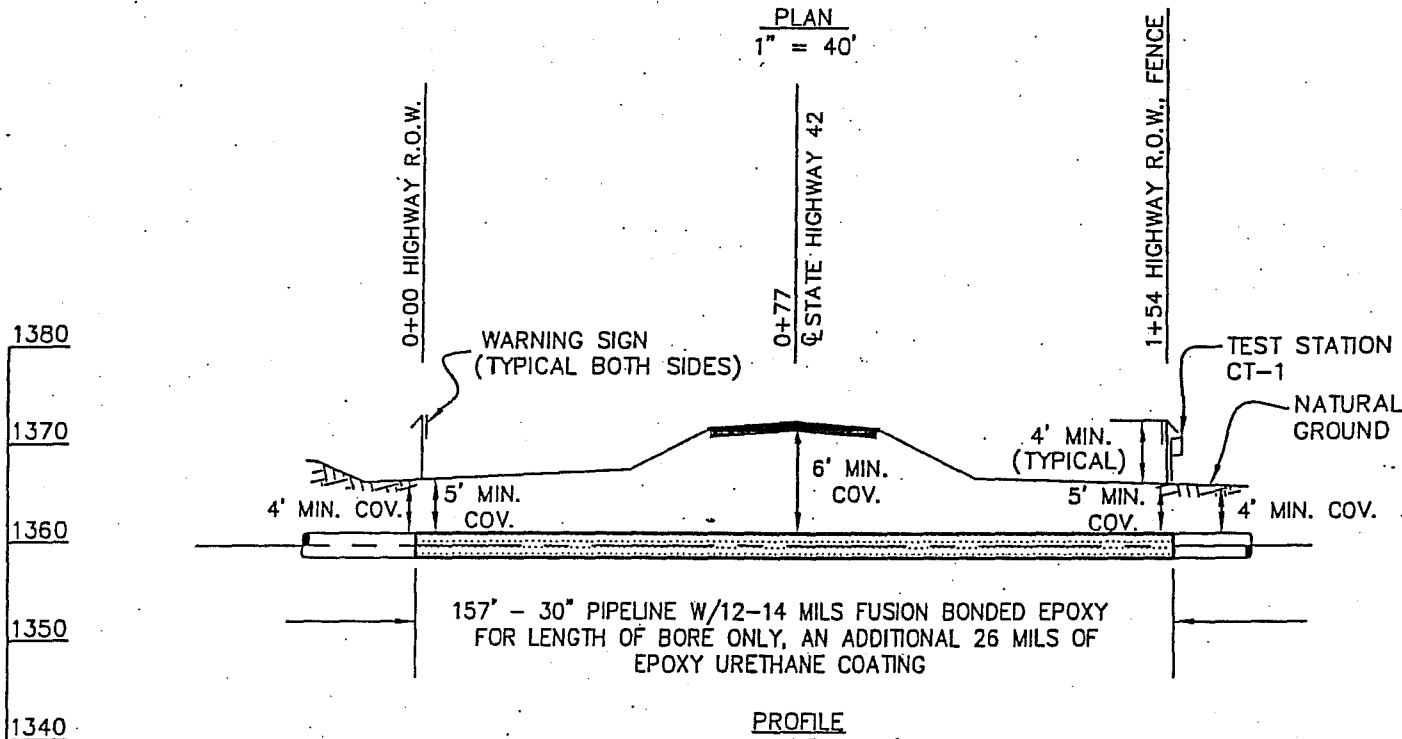
This permit to construct and maintain a utility facility is granted subject to all conditions as herein stated.

[Signature]

SECTIONS 17 & 20, T101N - R56W
 McCOOK COUNTY, SOUTH DAKOTA
 TRACT NO. ML-SD-MC-0868.0000-RD, MP-388.36





PLAN
 1" = 40'



PROFILE
 HORIZ: 1" = 40'
 VERT: 1" = 20'

PRODUCT: CRUDE OIL
 CARRIER PIPE: 30" O.D. X 0.515" W.T.
 X-70 DSAW PIPE W/12 TO 14 MILS
 FUSION BONDED EPOXY
 MINIMUM TEST PRESSURE: 1,801 PSIG
 MAXIMUM OPERATING PRESSURE: 1,440 PSIG
 CARRIER PIPE TO BE EXTERNALLY COATED
 FOR CORROSION CONTROL
 PIPELINE TO BE CATHODICALLY PROTECTED
 PIPELINE DESIGN AS PER REQUIREMENTS OF PART 195
 OF THE CODE OF FEDERAL REGULATIONS (LATEST EDITION)
 TRAFFIC TO BE MAINTAINED DURING CONSTRUCTION

TBM-CENTER OF HIGHWAY ELEV. 1,372'

			 <p>TransCanada <i>In business to deliver</i></p>
<p>KEYSTONE PIPELINE PROJECT</p>			
NO.	REVISION	DATE	<p>PROPOSED 30" PIPELINE CROSSING UNDER STATE HIGHWAY 42 McCOOK COUNTY, SOUTH DAKOTA</p>
0	ISSUED FOR REVIEW HOUSTON	7/20/07	
1	ISSUED FOR PERMITTING	06/11/08	<p>PROJECT: EVUDIT A</p>

DOT 241
(3-1-85)

UTILITY PERMIT

ISSUED TO:

TRANSCANADA KEYSTONE PIPELINE LP
450 1ST STREET SW
CALGARY, ALBERTA CANADA, T2O5H1

Permit No.: 082173
Date: 11/7/2008
Project(s): 044

Gentlemen:

The South Dakota Department of Transportation on 11/7/2008 has approved your request to occupy highway right-of-way as outlined in your application. You are required to notify the DOT maintenance supervisor prior to utility installation.

Therefore, permission is hereby granted, in accordance with the laws of the State of South Dakota relative thereto, to install PIPELINE facilities within the highway right-of-way of Highway Number(s) SD44 in HUTCHINSON County, South Dakota, provided same is done at the expense of the permittee, under the supervision and to the satisfaction of the Area Engineer and according to Exhibit(s) A&B attached.

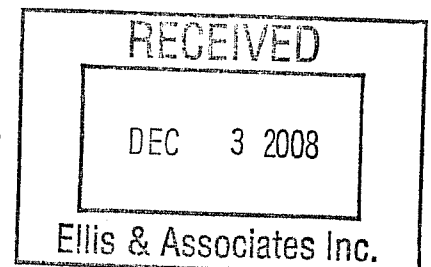
IN THE EVENT IT IS DEEMED NECESSARY BY THE SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION TO MOVE OR ALTER THE LINE IN ANY WAY DUE TO MAINTENANCE OR HIGHWAY RECONSTRUCTION WITHIN ITS PRESENT RIGHT-OF-WAY WIDTH, THE ALTERATION WILL BE ACCOMPLISHED BY THE OWNER WITHOUT COST TO THE STATE.

Very truly yours,

DEPARTMENT OF
TRANSPORTATION
Right of Way
Pierre, South Dakota

Scott Pretzer

Permit Manager



SP:jr
cc: Records Center

SD EForm - 0929 V2 SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION

APPLICATION FOR UTILITY PERMIT 082173 08/11/09

DOT-200 (10/05)

Highway No. 44 County HUTCHINSON Approximately 1,855 FT Mi. N S E W

from MP 373 for construction of CRUDE OIL PIPELINE (City or well defined point) (type of utility facility)

Begin Section 12 Township 99-N Range 57-W End Section 13 Township 99-N Range 57-W

Intended usage or rating TRANSPORTATION OF CRUDE OIL

Cable size and type. 30 INCH STEEL X-70 DSAW PIPE WITH 12 TO 14 MILS FUSION BONDED EXPOXY

Outsize pipe diameter 30 INCH Maximum pipeline operation pressure 1440 PSIG

Size and type of metal casing N/A

Minimum depth of cable or pipeline: (Rural Roadway 48") (Curb-Gutter 24") (Other Areas 36")

Method of installation DRY BORE

Approximate construction dates - Start 5/1/2009 Finish 12/31/2009

Special conditions

I, the undersigned, request permission to construct and maintain a utility facility on public right-of-way at the above location and as shown on the attached layout sheet and in accordance with provisions of Administrative Rules of South Dakota, Chapter 70:04:05. In consideration for this permission, I agree to abide by all conditions of said rules and in addition, the following:

- 1. To furnish all materials, labor, incidentals and pay all costs involved with the construction and maintenance of the utility facility. To perform approved open cut trench operations in accordance with current DOT Open Cut Method of Utility Installation or Repair, Administrative Rule Chapter 70:04:05, Appendix A. To restore any damaged portions of the roadway and right-of-way to equal or better conditions than existed prior to beginning work covered by this permit. To not install a utility over the top of any highway drainage structure.
2. To provide protection to highway traffic during construction and maintenance by the use of proper signs, barricades, flagpersons and lights as prescribed in the "Manual on Uniform Traffic Control Devices."
3. To indemnify and hold the State of South Dakota, its Department of Transportation, its officers, agents and employees harmless, from and against any and all actions, suits, damages, liability or other proceedings of any kind or nature brought because of any injuries or damage received or sustained by any person or property on account of the use or occupancy of highway right-of-way designated in this application.

Company TRANSCANADA KEYSTON PIPELINE LP Date 10/1/2008

Address 450 1ST STREET SW City Calgary, Alberta State Canada Zip T2O5H1 Telephone (403) 920-2000

By: (Sig.) Kerwin Kostad (Typed) KERWIN KOSTAD Title Permit Coordinator

To be completed by the Department of Transportation

Project (Const.) Station Milepost 372.645

Project (Maint.) 044 Maintenance Unit 292

1. Prior to commencing construction and upon completion of work the applicant shall notify Larry Kirschenman

Hwy. Maint. Supr. at Yankton DOT telephone 605.668.2931 Ext. 15

2. Special Conditions: Restoration of disturbed areas shall be to the satisfaction of Larry Kirschenman.

Applicant shall pick up all utility marking flags at the completion of the work.

3. Failure to construct and maintain the utility facility in accordance with the provisions of this permit will automatically render this permit null and void and constitute grounds for its removal and/or full restoration of the site at the applicant's expense.

Recommended: City Representative 20 Bridge/Roadway Design/Date 20

Recommended: Area Engineer/Date 20

Approved: Yankton Area Region-Engineer/Date 11.03.2008

This permit to construct and maintain a utility facility is granted subject to all conditions as herein stated.

Issued this 7th day of Nov, 2008

TRANSCANADA KEYSTONE PIPELINE LP

October 14, 2008

South Dakota Department of Transportation
Yankton Area Engineer
Attn: Ron Peterson
1306 West 31st
Yankton, SD 57078

UTILITY PERMIT APPLICATION

TransCanada Keystone Pipeline , LP will be constructing a 30 inch crude oil pipeline in 2009. The pipeline will cross four South Dakota State Highways in your area district. Enclosed are our applications to cross the following state highways:

- State Highway 44
- State Highway 18
- State Highway 46
- State Highway 81

Please review the applications for a utility permit for the pipeline to cross state roads. If you have any questions or need additional information, please contact as follows:

Kerwin Kostad
Permit Coordinator
7509 NW Tiffany Springs Parkway
Northpointe Circle II, Suite 200
Kansas City, MO 64153

Telephone: 816-880-4609 Extension 133
E-mail: kkostad@donellis-associates.com

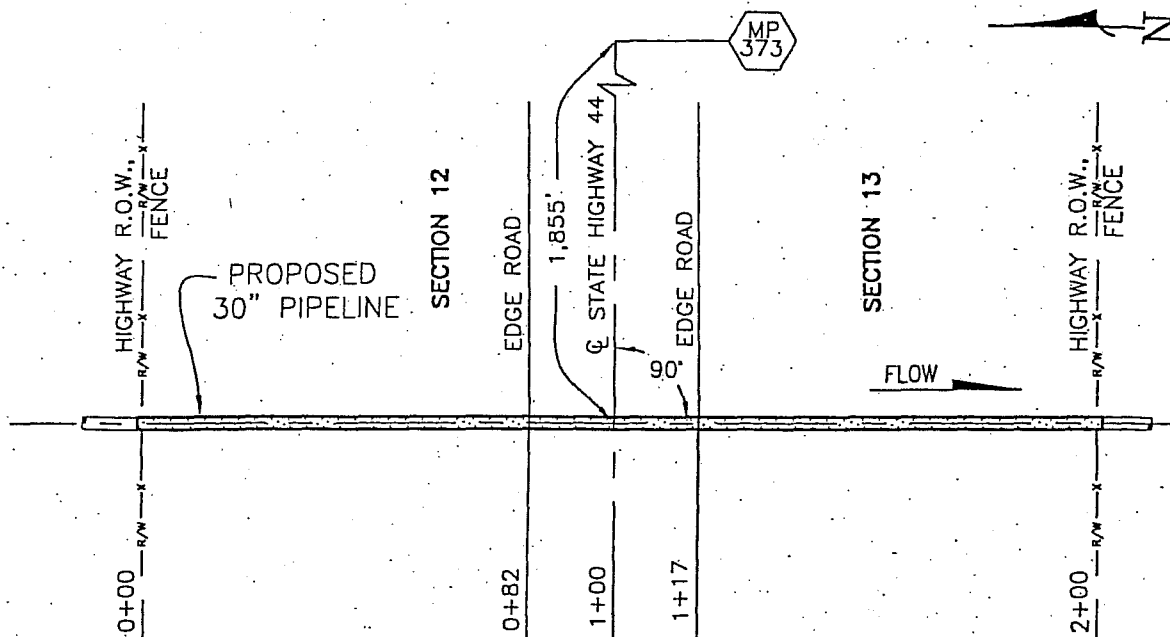
Thank you for your assistance in providing the utility permit.



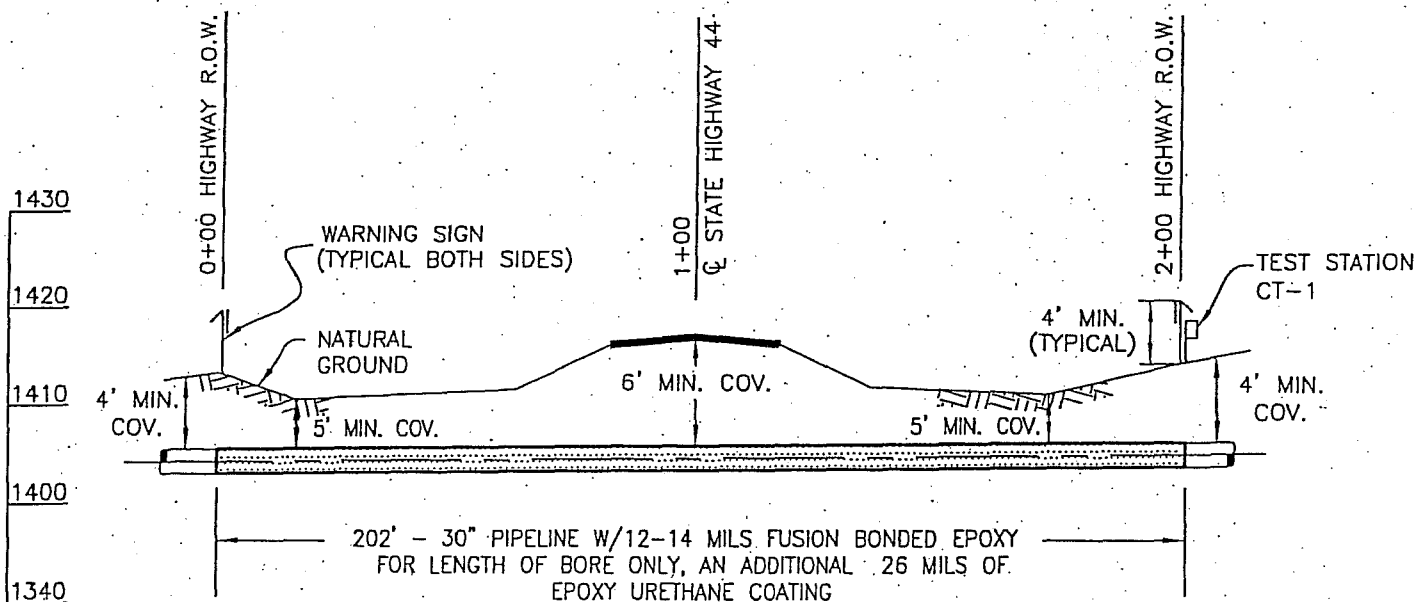
Kerwin Kostad
Permit Coordinator

Enclosures

SECTIONS 12 & 13, T-99-N, R-57-W
 HUTCHINSON COUNTY, SOUTH DAKOTA
 TRACT NO. ML-SD-HU-0902.0000-RD, MP-398.57





PLAN
 1" = 40'



PROFILE
 HORIZ: 1" = 40'
 VERT: 1" = 20'

TBM-CENTER OF HIGHWAY ELEV. 1,417'

PRODUCT: CRUDE OIL
 CARRIER PIPE: 30" O.D. X 0.515" W.T.
 X-70 DSAW PIPE W/12 TO 14 MILS
 FUSION BONDED EPOXY
 MINIMUM TEST PRESSURE: 1,801 PSIG
 MAXIMUM OPERATING PRESSURE: 1,440 PSIG
 CARRIER PIPE TO BE EXTERNALLY COATED
 FOR CORROSION CONTROL
 PIPELINE TO BE CATHODICALLY PROTECTED
 PIPELINE DESIGN AS PER REQUIREMENTS OF PART 195
 OF THE CODE OF FEDERAL REGULATIONS (LATEST EDITION)
 TRAFFIC TO BE MAINTAINED DURING INSTALLATION

		 <p>TransCanada <i>In business to deliver</i></p>
NO.	REVISION	DATE
0	ISSUED FOR REVIEW HOUSTON	10/15/07
1	ISSUED FOR PERMITTING	07/08/08
<p>PROPOSED 30" PIPELINE CROSSING UNDER STATE HIGHWAY 44 HUTCHINSON COUNTY, SOUTH DAKOTA.</p>		
PROJECT:		<p>EXHIBIT A</p>
		<p>9347.000</p>

**ATTACHMENT TO PERMITS
DOT – 200 UTILITIES
DOT – 232 APPROACHES**

Safety Vest Requirements

Workers are required to wear high-visibility safety apparel intended to provide conspicuity during both daytime and nighttime usage, and meeting the Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2004 publication entitled "American National Standard for High-Visibility Safety Apparel and Headwear"

REVEGETATION PLAN

Shaping:

Disturbed areas will be topsoiled and leveled to promote vegetation growth and to remove obstructions of drainage.

Seeding:

All disturbed areas will be seeded within three weeks of completion of the operation with one of the following seed mixtures. Permanent seeding shall not be done between June 1 and August 1, without written authorization from the Area Engineer.

Rural:

Type B Permanent Seed Mixture shall consist of the following: **More than 5 Acres Disturbed**

Grass Species	Variety	Pure Live Seed (PLS) (Pounds/Acre)
Western Wheatgrass	Flintlock, Rodan, Rosana	7
Switchgrass	Dacotah, Forestburg, Nebraska 28, Pathfinder, Summer, Sunburst, Trailblazer	3
Indiangrass	Holt, Tomahawk	3
Big Bluestem	Bison, Bonilla, Champ, Pawnee, Sunnyview	3
Canada Wildrye	Mandan	2
Total:		18

Type C Permanent Seed Mixture shall consist of the following: **Less than 5 Acres Disturbed**

Grass Species	Variety	Pure Live Seed (PLS) (Pounds/Acre)
Western Wheatgrass	Flintlock, Rodan, Rosanna	16
Slender Wheatgrass	Adanac, Pryor, Primar, Revenue	2
Total:		18

Type G Permanent Seed Mixture shall consist of the following:

The following seed mixture can be used as a substitute for Type B Permanent Seed Mixture on projects East of the Missouri River where there are steep grades, long backslopes, or erosive soils.

Ten pounds of oats, spring wheat, or winter wheat are substituted for two pounds of Canada wildrye for quick cover. Canada wildrye is sufficient quick cover for typical projects. Keep in mind that including the oats, spring wheat, or winter wheat will provide competition for the permanent grasses.

Grass Species	Variety	Pure Live Seed (PLS) (Pounds/Acre)
Western Wheatgrass	Flintlock, Rodan, Rosana	7
Switchgrass	Dacotah, Forestburg, Nebraska 28, Pathfinder, Summer, Sunburst, Trailblazer	3
Indiangrass	Holt, Tomahawk	3
Big Bluestem	Bison, Bonilla, Champ, Pawnee, Sunnyview	3
Oats or Spring Wheat: April through July; Winter Wheat: August through November		10
Total:		26

Urban:

Type D Permanent Seed Mixture shall consist of the following: **Urban (Lawn Seed Mixture)**

Grass Species	Variety	Pure Live Seed (PLS) (Pounds/1000 SqFt)
Kentucky Bluegrass	Alene	1.5
Perennial Ryegrass	Turf Type	1.5
Creeping Red Fescue		1.5
Alkali Grass	Fults, Salty	1.5
Total:		6

Mulching:

Shall be performed according to Section 732 of South Dakota DOT Standard Specifications for Road and Bridges. A copy of this section can be viewed at the following location :

<http://www.sddot.com/operations/docs/specbook04/732.pdf>

DOT 241
(3-1-85)

UTILITY PERMIT

ISSUED TO:

TRANSCANADA KEYSTONE PIPELINE LP
450 1ST STREET SW
CALGARY, ALBERTA CANADA, T2O5H1

Permit No.: 082174
Date: 11/7/2008
Project(s): 018

Gentlemen:

The South Dakota Department of Transportation on 11/7/2008 has approved your request to occupy highway right-of-way as outlined in your application. You are required to notify the DOT maintenance supervisor prior to utility installation.

Therefore, permission is hereby granted, in accordance with the laws of the State of South Dakota relative thereto, to install PIPELINE facilities within the highway right-of-way of Highway Number(s) US18 in HUTCHINSON County, South Dakota, provided same is done at the expense of the permittee, under the supervision and to the satisfaction of the Area Engineer and according to Exhibit(s) A&B attached.

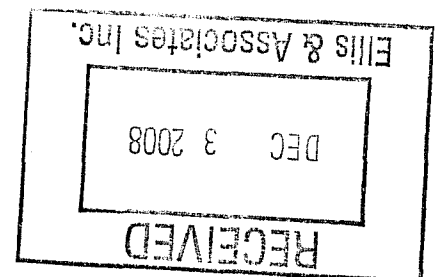
IN THE EVENT IT IS DEEMED NECESSARY BY THE SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION TO MOVE OR ALTER THE LINE IN ANY WAY DUE TO MAINTENANCE OR HIGHWAY RECONSTRUCTION WITHIN ITS PRESENT RIGHT-OF-WAY WIDTH, THE ALTERATION WILL BE ACCOMPLISHED BY THE OWNER WITHOUT COST TO THE STATE.

Very truly yours,

DEPARTMENT OF
TRANSPORTATION
Right of Way
Pierre, South Dakota

Scott Pretzer

Permit Manager



SP:jr
cc: Records Center

SD EForm - 0929 V2 SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION
 APPLICATION FOR UTILITY PERMIT

082174 08YAK-36

DOT-200
(10/05)

Highway No. 18 County HUTCHINSON Approximately 1,290 FT Mi. N S E W

from MP 401 (City or well defined point) for construction of CRUDE OIL PIPELINE (type of utility facility)

Begin Section 04 Township 97-N Range 56-W End Section 9 Township 97-N Range 56-W

Intended usage or rating TRANSPORTATION OF CRUDE OIL

Cable size and type 30 INCH STEEL X-70 DSAW PIPE WITH 12 TO 14 MILS FUSION BONDED EXPOXY

Outsize pipe diameter 30 INCH Maximum pipeline operation pressure 1440 PSIG

Size and type of metal casing N/A

Minimum depth of cable or pipeline: (Rural Roadway 48") (Curb-Gutter 24") (Other Areas 36")

Method of installation DRY BORE

Approximate construction dates - Start 5/1/2009 Finish 12/31/2009

Special conditions _____

I, the undersigned, request permission to construct and maintain a utility facility on public right-of-way at the above location and as shown on the attached layout sheet and in accordance with provisions of Administrative Rules of South Dakota, Chapter 70:04:05. In consideration for this permission, I agree to abide by all conditions of said rules and in addition, the following:

- To furnish all materials, labor, incidentals and pay all costs involved with the construction and maintenance of the utility facility. To perform approved open cut trench operations in accordance with current DOT Open Cut Method of Utility Installation or Repair, Administrative Rule Chapter 70:04:05, Appendix A. To restore any damaged portions of the roadway and right-of-way to equal or better conditions than existed prior to beginning work covered by this permit. To not install a utility over the top of any highway drainage structure.
- To provide protection to highway traffic during construction and maintenance by the use of proper signs, barricades, flagpersons and lights as prescribed in the "Manual on Uniform Traffic Control Devices."
- To indemnify and hold the State of South Dakota, its Department of Transportation, its officers, agents and employees harmless, from and against any and all actions, suits, damages, liability or other proceedings of any kind or nature brought because of any injuries or damage received or sustained by any person or property on account of the use or occupancy of highway right-of-way designated in this application.

Company TRANSCANADA KEYSTON PIPELINE LP Date 10/1/2008

Address 450 1ST STREET SW City Calgary, Alberta State Canada Zip T2O5H1 Telephone (403) 920-2000

By: (Sig.) [Signature] (Typed) KERWIN KOSTAD Title Permit Coordinator

To be completed by the Department of Transportation

Project (Const.) _____ Station _____ Milepost 400.766

Project (Maint.) 018 Maintenance Unit 292

1. Prior to commencing construction and upon completion of work the applicant shall notify Larry Kirschenman
Hwy Maint. Supr. at Yankton DOT telephone 605.668.2931 Ext.15

2. Special Conditions: Restoration of disturbed areas shall be to the satisfaction of Larry Kirschenman.
Applicant shall pick up all utility marking flags at the completion of the work.

3. Failure to construct and maintain the utility facility in accordance with the provisions of this permit will automatically render this permit null and void and constitute grounds for its removal and/or full restoration of the site at the applicant's expense.

Recommended: _____ 20 _____ 20 _____
 City Representative Bridge/Roadway Design/Date

Approved: [Signature] 11.03.2008
Yankton Area Region Engineer/Date

This permit to construct and maintain a utility facility is granted subject to all conditions as herein stated.

Issued this 7th day of Nov, 2008 [Signature]
 PERMIT MANAGER

TRANSCANADA KEYSTONE PIPELINE LP

October 14, 2008

South Dakota Department of Transportation
Yankton Area Engineer
Attn: Ron Peterson
1306 West 31st
Yankton, SD 57078

UTILITY PERMIT APPLICATION

TransCanada Keystone Pipeline , LP will be constructing a 30 inch crude oil pipeline in 2009. The pipeline will cross four South Dakota State Highways in your area district. Enclosed are our applications to cross the following state highways:

State Highway 44
State Highway 18
State Highway 46
State Highway 81

Please review the applications for a utility permit for the pipeline to cross state roads. If you have any questions or need additional information, please contact as follows:

Kerwin Kostad
Permit Coordinator
7509 NW Tiffany Springs Parkway
Northpointe Circle II, Suite 200
Kansas City, MO 64153

Telephone: 816-880-4609 Extension 133
E-mail: kkostad@donellis-associates.com

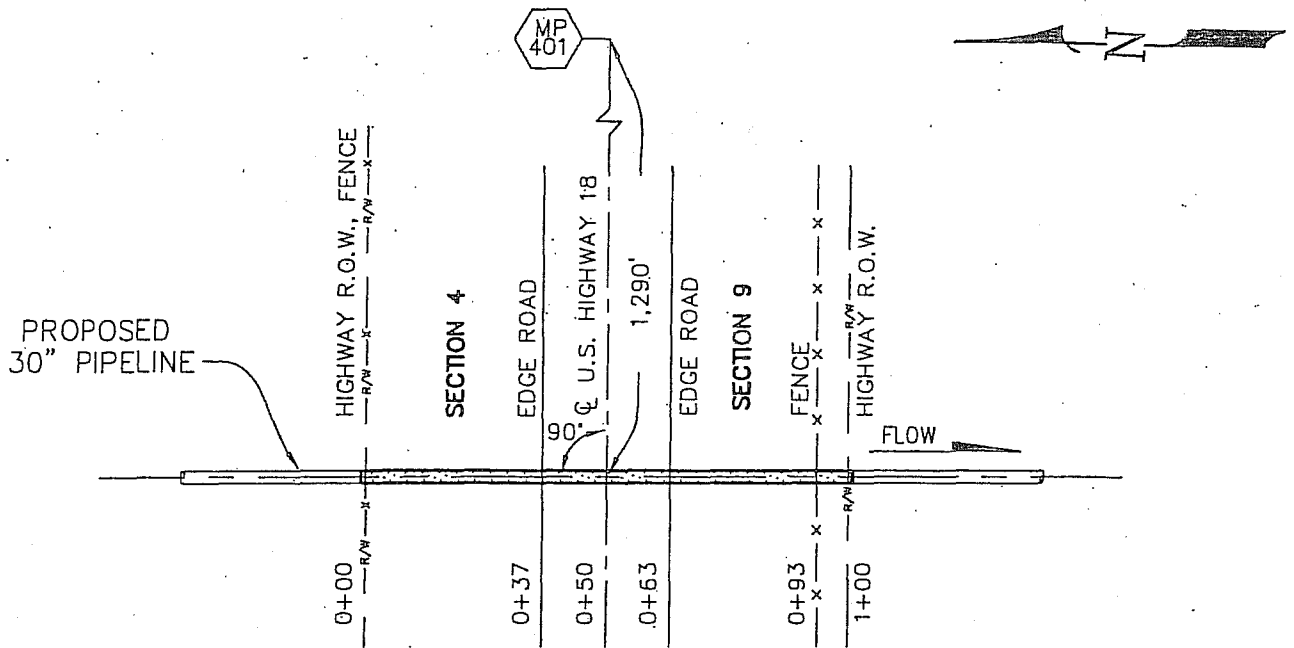
Thank you for your assistance in providing the utility permit.



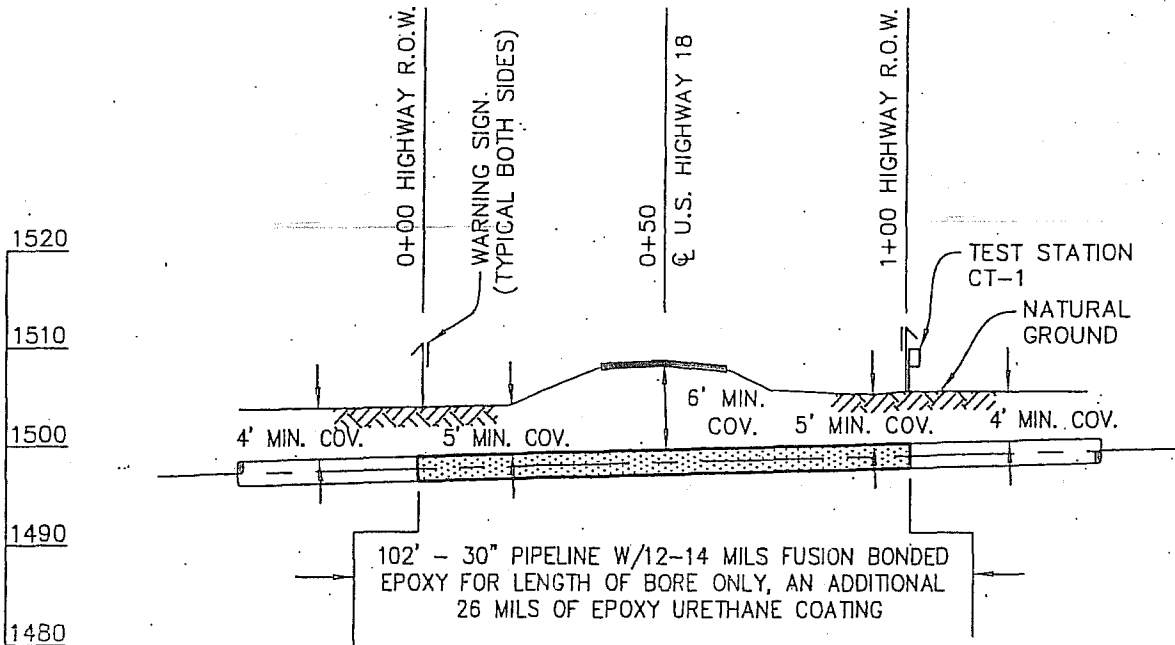
Kerwin Kostad
Permit Coordinator

Enclosures

SECTIONS 4 & 9, T97N - R56W
 HUTCHINSON COUNTY, SOUTH DAKOTA
 TRACT NO. ML-SD-HU-0937.0000-RD, MP-410.23



PLAN
 1" = 40'



PROFILE
 HORIZ: 1" = 40'
 VERT: 1" = 20'

TBM-CENTER OF HIGHWAY ELEV 1,508'

PRODUCT: CRUDE OIL
 CARRIER PIPE: 30" O.D. 0.515" W.T.
 X-70 DSAW PIPE W/12 TO 14 MILS
 FUSION BONDED EPOXY
 MINIMUM TEST PRESSURE: 1,801 PSIG
 MAXIMUM OPERATING PRESSURE: 1,440 PSIG
 CARRIER PIPE TO BE EXTERNALLY COATED
 FOR CORROSION CONTROL.
 PIPELINE TO BE CATHODICALLY PROTECTED
 PIPELINE DESIGN AS PER REQUIREMENTS OF PART 195
 OF THE CODE OF FEDERAL REGULATIONS (LATEST EDITION)
 TRAFFIC TO BE MAINTAINED DURING INSTALLATION

			 In business to deliver KEYSTONE PIPELINE PROJECT
NO.	REVISION	DATE	
0	ISSUED FOR REVIEW HOUSTON	10/15/07	PROPOSED 30" PIPELINE CROSSING UNDER U.S. HIGHWAY 18 HUTCHINSON COUNTY, SOUTH DAKOTA
1	ISSUED FOR PERMITTING	07/08/08	
			PROJECT: 9347.000
			EXHIBIT A

**ATTACHMENT TO PERMITS
DOT – 200 UTILITIES
DOT – 232 APPROACHES**

Safety Vest Requirements

Workers are required to wear high-visibility safety apparel intended to provide conspicuity during both daytime and nighttime usage, and meeting the Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2004 publication entitled "American National Standard for High-Visibility Safety Apparel and Headwear"

REVEGETATION PLAN

Shaping:

Disturbed areas will be topsoiled and leveled to promote vegetation growth and to remove obstructions of drainage.

Seeding:

All disturbed areas will be seeded within three weeks of completion of the operation with one of the following seed mixtures. Permanent seeding shall not be done between June 1 and August 1, without written authorization from the Area Engineer.

Rural:

Type B Permanent Seed Mixture shall consist of the following: **More than 5 Acres Disturbed**

Grass Species	Variety	Pure Live Seed (PLS) (Pounds/Acre)
Western Wheatgrass	Flintlock, Rodan, Rosana	7
Switchgrass	Dacotah, Forestburg, Nebraska 28, Pathfinder, Summer, Sunburst, Trailblazer	3
Indiangrass	Holt, Tomahawk	3
Big Bluestem	Bison, Bonilla, Champ, Pawnee, Sunnyview	3
Canada Wildrye	Mandan	2
Total:		18

Type C Permanent Seed Mixture shall consist of the following: **Less than 5 Acres Disturbed**

Grass Species	Variety	Pure Live Seed (PLS) (Pounds/Acre)
Western Wheatgrass	Flintlock, Rodan, Rosanna	16
Slender Wheatgrass	Adanac, Pryor, Primar, Revenue	2
Total:		18

Type G Permanent Seed Mixture shall consist of the following:

The following seed mixture can be used as a substitute for Type B Permanent Seed Mixture on projects East of the Missouri River where there are steep grades, long backslopes, or erosive soils. Ten pounds of oats, spring wheat, or winter wheat are substituted for two pounds of Canada wildrye for quick cover. Canada wildrye is sufficient quick cover for typical projects. Keep in mind that including the oats, spring wheat, or winter wheat will provide competition for the permanent grasses.

Grass Species	Variety	Pure Live Seed (PLS) (Pounds/Acre)
Western Wheatgrass	Flintlock, Rodan, Rosana	7
Switchgrass	Dacotah, Forestburg, Nebraska 28, Pathfinder, Summer, Sunburst, Trailblazer	3
Indiangrass	Holt, Tomahawk	3
Big Bluestem	Bison, Bonilla, Champ, Pawnee, Sunnyview	3
Oats or Spring Wheat: April through July; Winter Wheat: August through November		10
Total:		26

Urban:

Type D Permanent Seed Mixture shall consist of the following: **Urban (Lawn Seed Mixture)**

Grass Species	Variety	Pure Live Seed (PLS) (Pounds/1000 SqFt)
Kentucky Bluegrass	Alene	1.5
Perennial Ryegrass	Turf Type	1.5
Creeping Red Fescue		1.5
Alkali Grass	Fults, Salty	1.5
Total:		6

Mulching:

Shall be performed according to Section 732 of South Dakota DOT Standard Specifications for Road and Bridges. A copy of this section can be viewed at the following location :
<http://www.sddot.com/operations/docs/specbook04/732.pdf>

DOT 241
(3-1-85)

UTILITY PERMIT

ISSUED TO:

TRANSCANADA KEYSTONE PIPELINE LP
450 1ST STREET SW
CALGARY, ALBERTA CANADA, T2O5H1

Permit No.: 082172
Date: 11/7/2008
Project(s): 046

Gentlemen:

The South Dakota Department of Transportation on 11/7/2008 has approved your request to occupy highway right-of-way as outlined in your application. You are required to notify the DOT maintenance supervisor prior to utility installation.

Therefore, permission is hereby granted, in accordance with the laws of the State of South Dakota relative thereto, to install PIPELINE facilities within the highway right-of-way of Highway Number(s) SD46 in YANKTON County, South Dakota, provided same is done at the expense of the permittee, under the supervision and to the satisfaction of the Area Engineer and according to Exhibit(s) A&B attached.

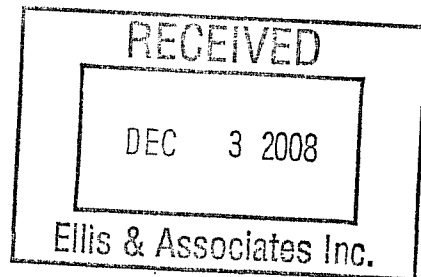
IN THE EVENT IT IS DEEMED NECESSARY BY THE SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION TO MOVE OR ALTER THE LINE IN ANY WAY DUE TO MAINTENANCE OR HIGHWAY RECONSTRUCTION WITHIN ITS PRESENT RIGHT-OF-WAY WIDTH, THE ALTERATION WILL BE ACCOMPLISHED BY THE OWNER WITHOUT COST TO THE STATE.

Very truly yours,

DEPARTMENT OF
TRANSPORTATION
Right of Way
Pierre, South Dakota

Scott Pretzer

Permit Manager



SP:jr
cc: Records Center

DOT EForm - 0929 V2 SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION

APPLICATION FOR UTILITY PERMIT 082172 08YUK-38

DOT-200 (10/05)
 Highway No. 46 County YANKTON Approximately 350 FEET Mi. N S E W
 from MP 334 (City or well defined point) for construction of CRUDE OIL PIPELINE (type of utility facility)
 Begin Section 36 Township 96 N Range 56 W End Section 1 Township 95 N Range 56 W
 Intended usage or rating TRANSPORTATION OF CRUDE OIL
 Cable size and type 30 INCH STEEL X-70 DSAW PIPE WITH 12 TO 14 MILS FUSION BONDED EPOXY
 Outsize pipe diameter 30 INCH Maximum pipeline operation pressure 1440 PSI
 Size and type of metal casing N/A
 Minimum depth of cable or pipeline: (Rural Roadway 48") (Curb-Gutter 24") (Other Areas 36")
 Method of installation DRY BORE
 Approximate construction dates - Start 5/1/2009 Finish 12/31/2009
 Special conditions _____

I, the undersigned, request permission to construct and maintain a utility facility on public right-of-way at the above location and as shown on the attached layout sheet and in accordance with provisions of Administrative Rules of South Dakota, Chapter 70:04:05. In consideration for this permission, I agree to abide by all conditions of said rules and in addition, the following:

- To furnish all materials, labor, incidentals and pay all costs involved with the construction and maintenance of the utility facility. To perform approved open cut trench operations in accordance with current DOT Open Cut Method of Utility Installation or Repair, Administrative Rule Chapter 70:04:05, Appendix A. To restore any damaged portions of the roadway and right-of-way to equal or better conditions than existed prior to beginning work covered by this permit. To not install a utility over the top of any highway drainage structure.
- To provide protection to highway traffic during construction and maintenance by the use of proper signs, barricades, flagpersons and lights as prescribed in the "Manual on Uniform Traffic Control Devices."
- To indemnify and hold the State of South Dakota, its Department of Transportation, its officers, agents and employees harmless, from and against any and all actions, suits, damages, liability or other proceedings of any kind or nature brought because of any injuries or damage received or sustained by any person or property on account of the use or occupancy of highway right-of-way designated in this application.

Company TRANSCANADA KEYSTONE PIPELINE LP Date 10/8/2008
 Address 450 1ST STREET SW City Calgary, Alberta State Canada Zip T2O5H1 Telephone (403) 920-2000
 By: (Sig.) Kerwin Kostad (Typed) KERWIN KOSTAD Title Permit Coordinator

To be completed by the Department of Transportation

Project (Const.) _____ Station _____ Milepost 334.066
 Project (Maint.) 046 Maintenance Unit 292

- Prior to commencing construction and upon completion of work the applicant shall notify Larry Kirschenman Hwy Maint. Supr. at Yankton DOT telephone 605.668.2931. Ext. 15
- Special Conditions: Restoration of disturbed areas shall be to the satisfaction of Larry Kirschenman.
Applicant shall pick up all utility marking flags at the completion of the work.
- Failure to construct and maintain the utility facility in accordance with the provisions of this permit will automatically render this permit null and void and constitute grounds for its removal and/or full restoration of the site at the applicant's expense.

Recommended: _____ 20 _____ 20 _____
 City Representative Bridge/Roadway Design/Date

Recommended: _____ 20 _____
 Area Engineer/Date
 Approved: David Peterson 11.03.2008
Yankton Area Region Engineer/Date

This permit to construct and maintain a utility facility is granted subject to all conditions as herein stated.
Scott Pretmore
 PERMIT MANAGER

Issued this 7th day of Nov., 2008

TRANSCANADA KEYSTONE PIPELINE LP

October 14, 2008

South Dakota Department of Transportation
Yankton Area Engineer
Attn: Ron Peterson
1306 West 31st
Yankton, SD 57078

UTILITY PERMIT APPLICATION

TransCanada Keystone Pipeline , LP will be constructing a 30 inch crude oil pipeline in 2009. The pipeline will cross four South Dakota State Highways in your area district. Enclosed are our applications to cross the following state highways:

State Highway 44
State Highway 18
State Highway 46
State Highway 81

Please review the applications for a utility permit for the pipeline to cross state roads. If you have any questions or need additional information, please contact as follows:

Kerwin Kostad
Permit Coordinator
7509 NW Tiffany Springs Parkway
Northpointe Circle II, Suite 200
Kansas City, MO 64153

Telephone: 816-880-4609 Extension 133
E-mail: kkostad@donellis-associates.com

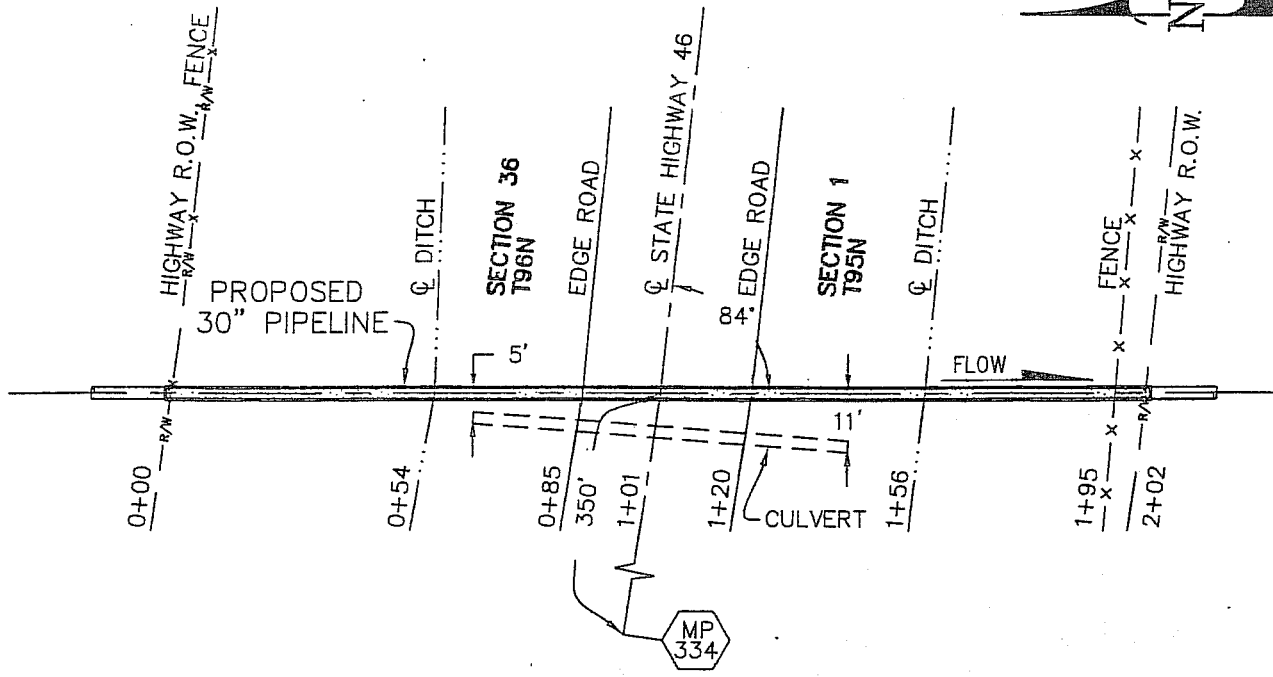
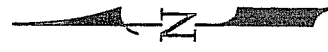
Thank you for your assistance in providing the utility permit.



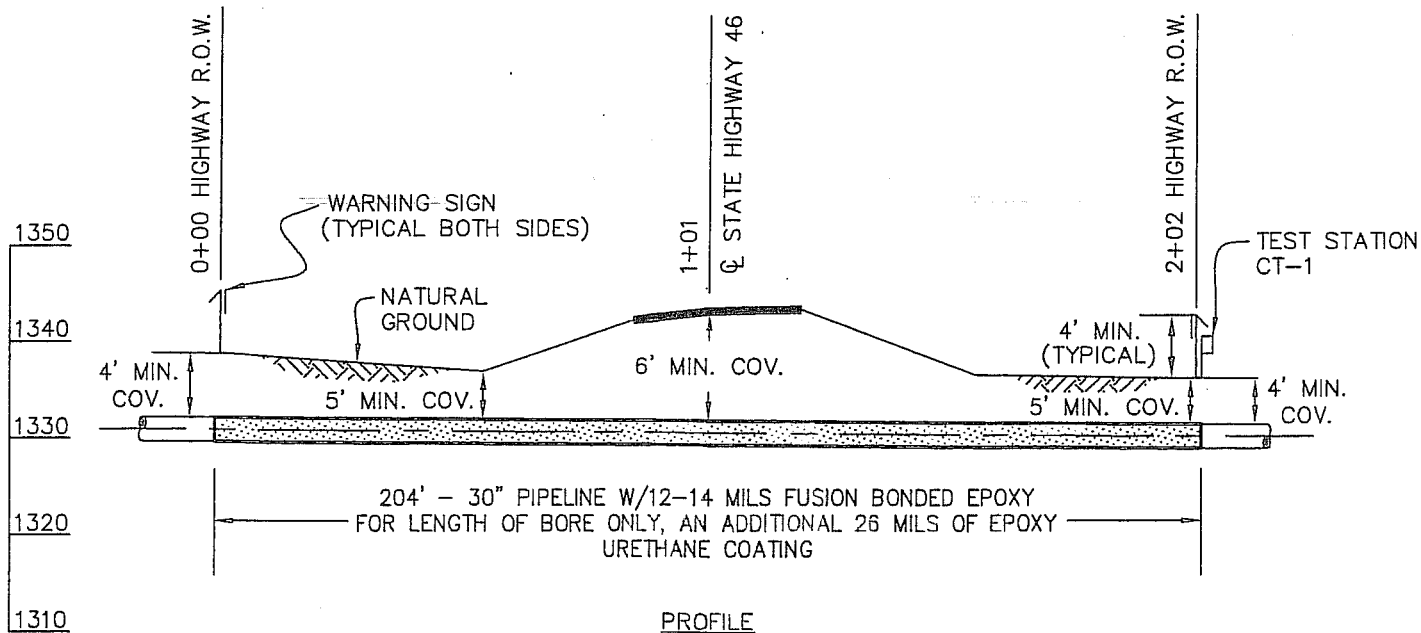
Kerwin Kostad
Permit Coordinator

Enclosures

SECTION 36, T96N - R56W & SECTION 1, T95N - R56W
 YANKTON COUNTY, SOUTH DAKOTA
 TRACT NO. ML-SD-YA-0967.0003-RD, MP-421.72



PLAN
 1" = 40'




PROFILE
 HORIZ: 1" = 40'
 VERT: 1" = 20'

TBM-CENTER OF HIGHWAY ELEV. 1,343'

PRODUCT: CRUDE OIL
 CARRIER PIPE: 30" O.D. X 0.515" W.T.
 X-70 DSAW PIPE W/12 TO 14 MILS
 FUSION BONDED EPOXY
 MINIMUM TEST PRESSURE: 1,801 PSIG
 MAXIMUM OPERATING PRESSURE: 1,440 PSIG
 CARRIER PIPE TO BE EXTERNALLY COATED
 FOR CORROSION CONTROL
 PIPELINE TO BE CATHODICALLY PROTECTED
 PIPELINE DESIGN AS PER REQUIREMENTS OF PART 195
 OF THE CODE OF FEDERAL REGULATIONS (LATEST EDITION)
 TRAFFIC TO BE MAINTAINED DURING INSTALLATION

NO.	REVISION	DATE
0	ISSUED FOR REVIEW	10/01/08
1	REVISED MILEPOST & T.P.	10/03/08
2	ISSUED FOR PERMITTING	10/03/08



TransCanada
In business to deliver

KEYSTONE PIPELINE PROJECT

**PROPOSED 30" PIPELINE
 CROSSING UNDER
 STATE HIGHWAY 46
 YANKTON COUNTY, SOUTH DAKOTA**

PROJECT: 9347.000

EXHIBIT A

**ATTACHMENT TO PERMITS
DOT – 200 UTILITIES
DOT – 232 APPROACHES**

Safety Vest Requirements

Workers are required to wear high-visibility safety apparel intended to provide conspicuity during both daytime and nighttime usage, and meeting the Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2004 publication entitled "American National Standard for High-Visibility Safety Apparel and Headwear"

REVEGETATION PLAN

Shaping:

Disturbed areas will be topsoiled and leveled to promote vegetation growth and to remove obstructions of drainage.

Seeding:

All disturbed areas will be seeded within three weeks of completion of the operation with one of the following seed mixtures. Permanent seeding shall not be done between June 1 and August 1, without written authorization from the Area Engineer.

Rural:

Type B Permanent Seed Mixture shall consist of the following: **More than 5 Acres Disturbed**

Grass Species	Variety	Pure Live Seed (PLS) (Pounds/Acre)
Western Wheatgrass	Flintlock, Rodan, Rosana	7
Switchgrass	Dacotah, Forestburg, Nebraska 28, Pathfinder, Summer, Sunburst, Trailblazer	3
Indiangrass	Holt, Tomahawk	3
Big Bluestem	Bison, Bonilla, Champ, Pawnee, Sunnyview	3
Canada Wildrye	Mandan	2
Total:		18

Type C Permanent Seed Mixture shall consist of the following: **Less than 5 Acres Disturbed**

Grass Species	Variety	Pure Live Seed (PLS) (Pounds/Acre)
Western Wheatgrass	Flintlock, Rodan, Rosanna	16
Slender Wheatgrass	Adanac, Pryor, Primar, Revenue	2
Total:		18

Type G Permanent Seed Mixture shall consist of the following:

The following seed mixture can be used as a substitute for Type B Permanent Seed Mixture on projects East of the Missouri River where there are steep grades, long backslopes, or erosive soils. Ten pounds of oats, spring wheat, or winter wheat are substituted for two pounds of Canada wildrye for quick cover. Canada wildrye is sufficient quick cover for typical projects. Keep in mind that including the oats, spring wheat, or winter wheat will provide competition for the permanent grasses.

Grass Species	Variety	Pure Live Seed (PLS) (Pounds/Acre)
Western Wheatgrass	Flintlock, Rodan, Rosana	7
Switchgrass	Dacotah, Forestburg, Nebraska 28, Pathfinder, Summer, Sunburst, Trailblazer	3
Indiangrass	Holt, Tomahawk	3
Big Bluestem	Bison, Bonilla, Champ, Pawnee, Sunnyview	3
Oats or Spring Wheat: April through July; Winter Wheat: August through November		10
Total:		26

Urban:

Type D Permanent Seed Mixture shall consist of the following: **Urban (Lawn Seed Mixture)**

Grass Species	Variety	Pure Live Seed (PLS) (Pounds/1000 SqFt)
Kentucky Bluegrass	Alene	1.5
Perennial Ryegrass	Turf Type	1.5
Creeping Red Fescue		1.5
Alkali Grass	Fults, Salty	1.5
Total:		6

Mulching:

Shall be performed according to Section 732 of South Dakota DOT Standard Specifications for Road and Bridges. A copy of this section can be viewed at the following location :

<http://www.sddot.com/operations/docs/specbook04/732.pdf>

DOT 241
(3-1-85)

UTILITY PERMIT

ISSUED TO:

TRANSCANADA KEYSTONE PIPELINE LP
450 1ST STREET SW
CALGARY, ALBERTA CANADA, T2O5H1

Permit No.: 082171
Date: 11/7/2008
Project(s): 081

Gentlemen:

The South Dakota Department of Transportation on 11/7/2008 has approved your request to occupy highway right-of-way as outlined in your application. You are required to notify the DOT maintenance supervisor prior to utility installation.

Therefore, permission is hereby granted, in accordance with the laws of the State of South Dakota relative thereto, to install PIPELINE facilities within the highway right-of-way of Highway Number(s) US81 in YANKTON County, South Dakota, provided same is done at the expense of the permittee, under the supervision and to the satisfaction of the Area Engineer and according to Exhibit(s) A&B attached:

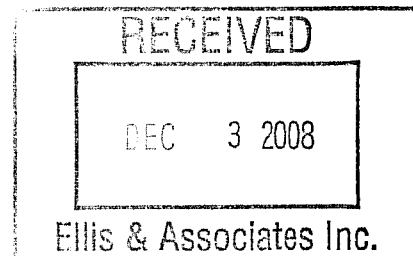
IN THE EVENT IT IS DEEMED NECESSARY BY THE SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION TO MOVE OR ALTER THE LINE IN ANY WAY DUE TO MAINTENANCE OR HIGHWAY RECONSTRUCTION WITHIN ITS PRESENT RIGHT-OF-WAY WIDTH, THE ALTERATION WILL BE ACCOMPLISHED BY THE OWNER WITHOUT COST TO THE STATE.

Very truly yours,

DEPARTMENT OF
TRANSPORTATION
Right of Way
Pierre, South Dakota

Scott Pretzer

Permit Manager



SP:jr
cc: Records Center

APPLICATION FOR UTILITY PERMIT 082171 08YNK-39

DOT-200 (10/05)

Highway No. 81 County YANKTON Approximately 18 FT Mi. N S E W

from MP 09 (City or well defined point) for construction of CRUDE OIL PIPELINE (type of utility facility)

Begin Section 01 Township 94-N Range 56-W End Section 06 Township 94-N Range 55-W

Intended usage or rating TRANSPORTATION OF CRUDE OIL

Cable size and type 30 INCH STEEL X-70 DSAW PIPE WITH 12 TO 14 MILS FUSION BONDED EXPOXY

Outsize pipe diameter 30 INCH Maximum pipeline operation pressure 1440 PSIG

Size and type of metal casing N/A

Minimum depth of cable or pipeline: (Rural Roadway 48") (Curb-Gutter 24") (Other Areas 36")

Method of installation DRY BORE

Approximate construction dates - Start 5/1/2009 Finish 12/31/2009

Special conditions

I, the undersigned, request permission to construct and maintain a utility facility on public right-of-way at the above location and as shown on the attached layout sheet and in accordance with provisions of Administrative Rules of South Dakota, Chapter 70:04:05. In consideration for this permission, I agree to abide by all conditions of said rules and in addition, the following:

- 1. To furnish all materials, labor, incidentals and pay all costs involved with the construction and maintenance of the utility facility. To perform approved open cut trench operations in accordance with current DOT Open Cut Method of Utility Installation or Repair, Administrative Rule Chapter 70:04:05, Appendix A. To restore any damaged portions of the roadway and right-of-way to equal or better conditions than existed prior to beginning work covered by this permit. To not install a utility over the top of any highway drainage structure.
2. To provide protection to highway traffic during construction and maintenance by the use of proper signs, barricades, flagpersons and lights as prescribed in the "Manual on Uniform Traffic Control Devices."
3. To indemnify and hold the State of South Dakota, its Department of Transportation, its officers, agents and employees harmless, from and against any and all actions, suits, damages, liability or other proceedings of any kind or nature brought because of any injuries or damage received or sustained by any person or property on account of the use or occupancy of highway right-of-way designated in this application.

Company TRANSCANADA KEYSTON PIPELINE LP Date 10/1/2008

Address 450 1ST STREET SW City Calgary, Alberta State Canada Zip T2O5H1 Telephone (403) 920-2000

By: (Sig.) [Signature] (Typed) KERWIN KOSTAD Title Permit Coordinator

To be completed by the Department of Transportation

Project (Const.) Station Milepost 9.003

Project (Maint.) 081 Maintenance Unit 292

1. Prior to commencing construction and upon completion of work the applicant shall notify Larry Kirschenman Hwy. Maint. Supr. at Yankton DOT telephone 605.668.2931.Ext. 15

2. Special Conditions: Restoration of disturbed areas shall be to the satisfaction of Larry Kirschenman. Applicant shall remove all utility marking flags at the completion of the work

3. Failure to construct and maintain the utility facility in accordance with the provisions of this permit will automatically render this permit null and void and constitute grounds for its removal and/or full restoration of the site at the applicant's expense.

Recommended: City Representative 20 Bridge/Roadway Design/Date 20

Recommended: Area Engineer/Date 20 Region Engineer/Date 20

Approved: [Signature] 11.03.20 08 Yankton Area Region Engineer/Date

This permit to construct and maintain a utility facility is granted subject to all conditions as herein stated.

Issued this 7th day of Nov, 2008 [Signature]

TRANSCANADA KEYSTONE PIPELINE LP

October 14, 2008

South Dakota Department of Transportation
Yankton Area Engineer
Attn: Ron Peterson
1306 West 31st
Yankton, SD 57078

UTILITY PERMIT APPLICATION

TransCanada Keystone Pipeline , LP will be constructing a 30 inch crude oil pipeline in 2009. The pipeline will cross four South Dakota State Highways in your area district. Enclosed are our applications to cross the following state highways:

State Highway 44
State Highway 18
State Highway 46
State Highway 81

Please review the applications for a utility permit for the pipeline to cross state roads. If you have any questions or need additional information, please contact as follows:

Kerwin Kostad
Permit Coordinator
7509 NW Tiffany Springs Parkway
Northpointe Circle II, Suite 200
Kansas City, MO 64153

Telephone: 816-880-4609 Extension 133
E-mail: kkostad@donellis-associates.com

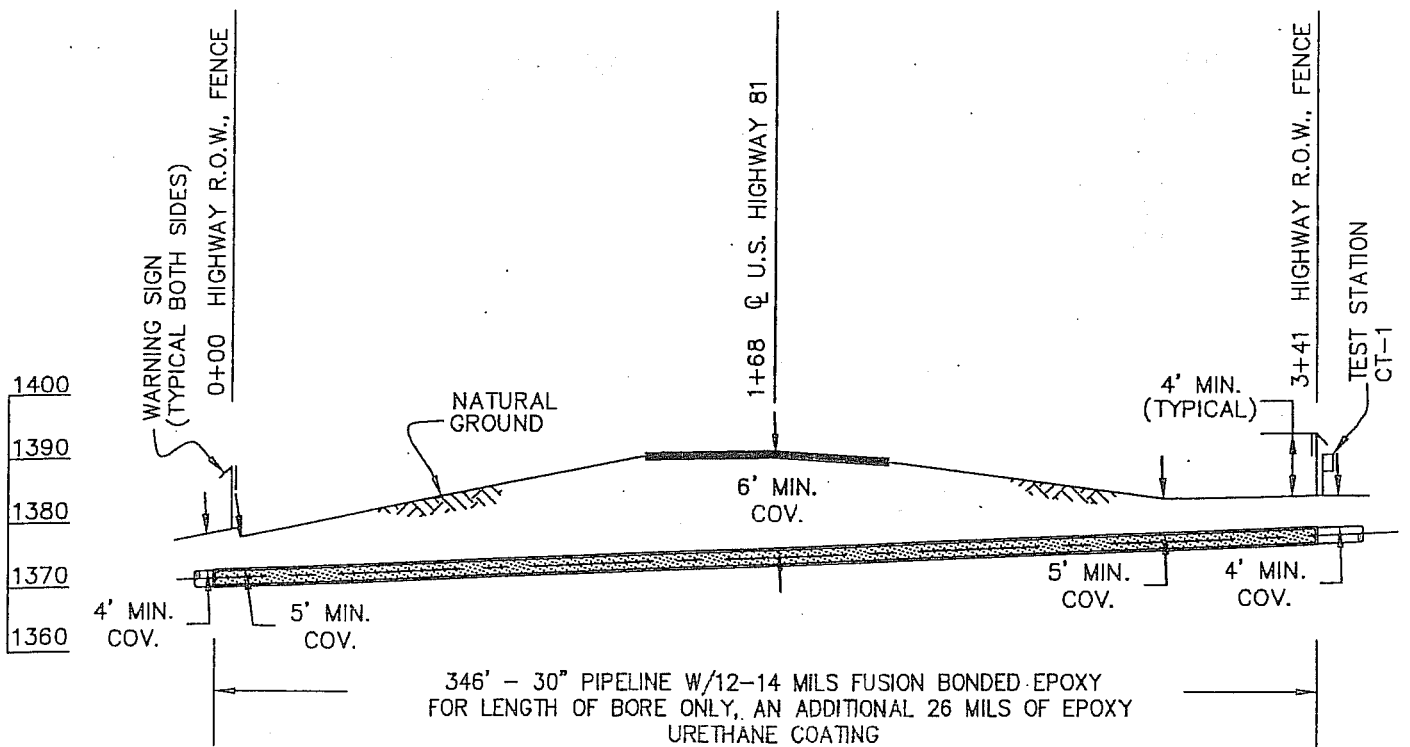
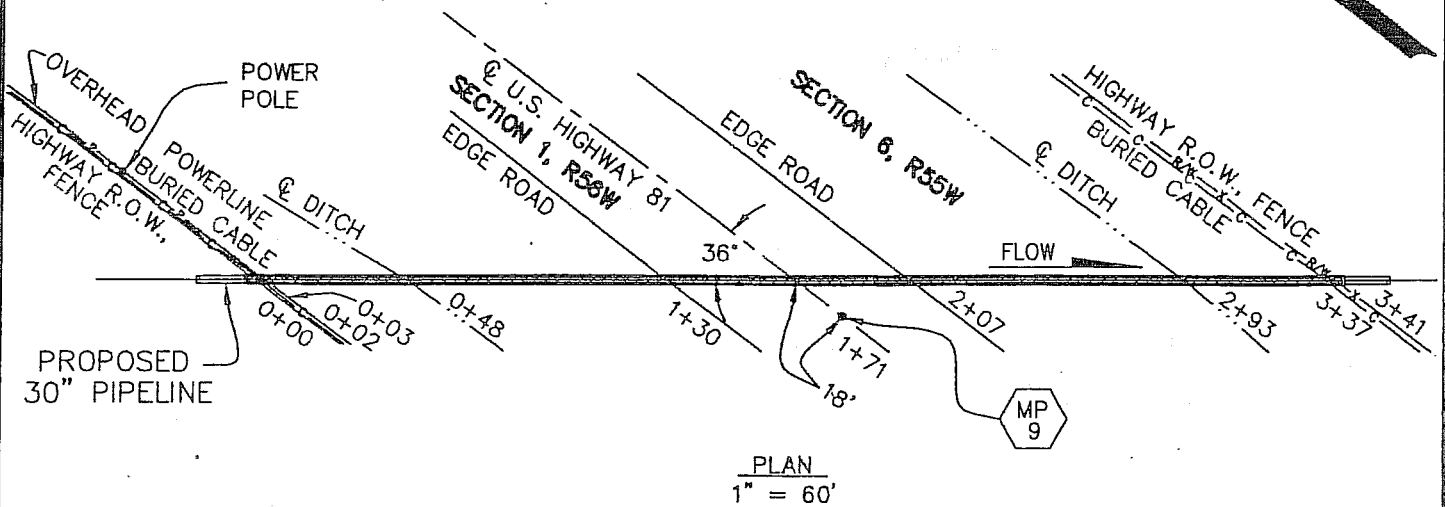
Thank you for your assistance in providing the utility permit.



Kerwin Kostad
Permit Coordinator

Enclosures

SECTION 1, T94N - R56W & SECTION 6, T94N - R55W
 YANKTON COUNTY, SOUTH DAKOTA
 TRACT NO. RD-SD-YA-0980.0000, MP-427.66



346' - 30" PIPELINE W/12-14 MILS FUSION BONDED EPOXY
 FOR LENGTH OF BORE ONLY, AN ADDITIONAL 26 MILS OF EPOXY
 URETHANE COATING

PROFILE
 HORIZ: 1" = 60'
 VERT: 1" = 30'

PRODUCT: CRUDE OIL
 CARRIER PIPE: 30" O.D. X 0.515" W.T.
 X-70 DSAW PIPE W/12 TO 14 MILS
 FUSION BONDED EPOXY
 MINIMUM TEST PRESSURE: 1,801 PSIG
 MAXIMUM OPERATING PRESSURE: 1,440 PSIG
 CARRIER PIPE TO BE EXTERNALLY COATED
 FOR CORROSION CONTROL
 PIPELINE TO BE CATHODICALLY PROTECTED
 PIPELINE DESIGN AS PER REQUIREMENTS OF PART 195
 OF THE CODE OF FEDERAL REGULATIONS (LATEST EDITION)
 TRAFFIC TO BE MAINTAINED DURING INSTALLATION

TBM-CENTER OF HIGHWAY ELEV. 1,391'

			<p>TransCanada In business to deliver</p>	
UNIVERSAL ENSCO, INC.			KEYSTONE PIPELINE PROJECT	
NO.	REVISION	DATE	PROPOSED 30" PIPELINE CROSSING UNDER U.S. HIGHWAY 81 YANKTON COUNTY, SOUTH DAKOTA	
0	ISSUED FOR REVIEW HOUSTON	08/14/07		
1	RE-ROUTE	07/23/08		
2	ISSUED FOR PERMITTING	07/30/08		
			PROJECT:	EXHIBIT A
			9347.000	

**ATTACHMENT TO PERMITS
DOT – 200 UTILITIES
DOT – 232 APPROACHES**

Safety Vest Requirements

Workers are required to wear high-visibility safety apparel intended to provide conspicuity during both daytime and nighttime usage, and meeting the Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2004 publication entitled "American National Standard for High-Visibility Safety Apparel and Headwear".

REVEGETATION PLAN

Shaping:

Disturbed areas will be topsoiled and leveled to promote vegetation growth and to remove obstructions of drainage.

Seeding:

All disturbed areas will be seeded within three weeks of completion of the operation with one of the following seed mixtures. Permanent seeding shall not be done between June 1 and August 1, without written authorization from the Area Engineer.

Rural:

Type B Permanent Seed Mixture shall consist of the following: **More than 5 Acres Disturbed**

Grass Species	Variety	Pure Live Seed (PLS) (Pounds/Acre)
Western Wheatgrass	Flintlock, Rodan, Rosana	7
Switchgrass	Dacotah, Forestburg, Nebraska 28, Pathfinder, Summer, Sunburst, Trailblazer	3
Indiangrass	Holt, Tomahawk	3
Big Bluestem	Bison, Bonilla, Champ, Pawnee, Sunnyview	3
Canada Wildrye	Mandan	2
Total:		18

Type C Permanent Seed Mixture shall consist of the following: **Less than 5 Acres Disturbed**

Grass Species	Variety	Pure Live Seed (PLS) (Pounds/Acre)
Western Wheatgrass	Flintlock, Rodan, Rosanna	16
Slender Wheatgrass	Adanac, Pryor, Primar, Revenue	2
Total:		18

Type G Permanent Seed Mixture shall consist of the following:

The following seed mixture can be used as a substitute for Type B Permanent Seed Mixture on projects East of the Missouri River where there are steep grades, long backslopes, or erosive soils. Ten pounds of oats, spring wheat, or winter wheat are substituted for two pounds of Canada wildrye for quick cover. Canada wildrye is sufficient quick cover for typical projects. Keep in mind that including the oats, spring wheat, or winter wheat will provide competition for the permanent grasses.

Grass Species	Variety	Pure Live Seed (PLS) (Pounds/Acre)
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Big Bluestem	Bison, Bonilla, Champ, Pawnee, Sunnyview	3
Oats or Spring Wheat: April through July; Winter Wheat: August through November		10
Total:		26

Urban:

Type D Permanent Seed Mixture shall consist of the following: **Urban (Lawn Seed Mixture)**

Grass Species	Variety	Pure Live Seed (PLS) (Pounds/1000 SqFt)
Kentucky Bluegrass	Alene	1.5
Perennial Ryegrass	Turf Type	1.5
Creeping Red Fescue		1.5
Alkali Grass	Fults, Salty	1.5
Total:		6

Mulching:

Shall be performed according to Section 732 of South Dakota DOT Standard Specifications for Road and Bridges. A copy of this section can be viewed at the following location :
<http://www.sddot.com/operations/docs/specbook04/732.pdf>

DOT 241
(3-1-85)

UTILITY PERMIT

ISSUED TO:

DEC 19 2008 *KW*

TRANSCANADA KEYSTONE PIPELINE LP
450 1ST STREET SW
CALGARY, ALBERTA CANADA, T2O5H1

Permit No.: 082180
Date: 12/2/2008
Project(s): 050

Gentlemen:

The South Dakota Department of Transportation on 12/2/2008 has approved your request to occupy highway right-of-way as outlined in your application. You are required to notify the DOT maintenance supervisor prior to utility installation.

Therefore, permission is hereby granted, in accordance with the laws of the State of South Dakota relative thereto, to install OIL PIPELINE facilities within the highway right-of-way of Highway Number(s) SD50 in YANKTON County, South Dakota, provided same is done at the expense of the permittee, under the supervision and to the satisfaction of the Area Engineer and according to Exhibit(s) A&B attached.

IN THE EVENT IT IS DEEMED NECESSARY BY THE SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION TO MOVE OR ALTER THE LINE IN ANY WAY DUE TO MAINTENANCE OR HIGHWAY RECONSTRUCTION WITHIN ITS PRESENT RIGHT-OF-WAY WIDTH, THE ALTERATION WILL BE ACCOMPLISHED BY THE OWNER WITHOUT COST TO THE STATE.

Very truly yours,

DEPARTMENT OF
TRANSPORTATION
Right of Way
Pierre, South Dakota

Scott Pretzer

Permit Manager

SP:jr
cc: Records Center

SD EForm - 0929 V2 SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION
 APPLICATION FOR UTILITY PERMIT

082180 08YNK-41

DOT-200
(10/05)

Highway No. 50 County YANKTON Approximately 2,591 Mi. N S E W

from MP 386 (City or well defined point) for construction of CRUDE OIL PIPELINE (type of utility facility)

Begin Section 17 Township 93 N Range 55 W End Section 17 Township 93 N Range 55 W

Intended usage or rating TRANSPORTATION OF CRUDE OIL

Cable size and type 30 INCH STEEL X-70 DSAW PIPE WITH 12 TO 134 MILS FUSION BONDED EPOXY

Outsize pipe diameter 30 INCH Maximum pipeline operation pressure 1440 PSI

Size and type of metal casing N/A

Minimum depth of cable or pipeline: (Rural Roadway 48") (Curb-Gutter 24") (Other Areas 36")

Method of installation DRY BORE

Approximate construction dates - Start 5/1/2009 Finish 12/31/2009

Special conditions _____

I, the undersigned, request permission to construct and maintain a utility facility on public right-of-way at the above location and as shown on the attached layout sheet and in accordance with provisions of Administrative Rules of South Dakota, Chapter 70:04:05. In consideration for this permission, I agree to abide by all conditions of said rules and in addition, the following:

- To furnish all materials, labor, incidentals and pay all costs involved with the construction and maintenance of the utility facility. To perform approved open cut trench operations in accordance with current DOT Open Cut Method of Utility Installation or Repair, Administrative Rule Chapter 70:04:05, Appendix A. To restore any damaged portions of the roadway and right-of-way to equal or better conditions than existed prior to beginning work covered by this permit. To not install a utility over the top of any highway drainage structure.

To provide protection to highway traffic during construction and maintenance by the use of proper signs, barricades, flagpersons and lights as prescribed in the "Manual on Uniform Traffic Control Devices."
- To indemnify and hold the State of South Dakota, its Department of Transportation, its officers, agents and employees harmless, from and against any and all actions, suits, damages, liability or other proceedings of any kind or nature brought because of any injuries or damage received or sustained by any person or property on account of the use or occupancy of highway right-of-way designated in this application.

Company TRANSCANADA KEYSTONE PIPELINE LP Date 10/30/2008

Address 450 1ST ST SW City Calgary, Alberta State Canada Zip T205H1 Telephone (403) 920-2000

By: (Sig.) [Signature] (Typed) KERWIN KOSTAD Title Permit Coordinator

To be completed by the Department of Transportation

Project (Const.) _____ Station _____ Milepost 385.501

Project (Maint.) 050 Maintenance Unit 292

1. Prior to commencing construction and upon completion of work the applicant shall notify Larry Kirschenman
Hwy. Maint. Supr. at Yankton DOT telephone 605.668.2931 Ext 15

2. Special Conditions: Restoration of disturbed areas shall be to the satisfaction of Larry Kirschenman.

Applicant shall pick up all utility marking flags at the completion of the work.
Coordinate city utility issues w/ Kyle Goodmanson 605-668-6704

3. Failure to construct and maintain the utility facility in accordance with the provisions of this permit will automatically render this permit null and void and constitute grounds for its removal and/or full restoration of the site at the applicant's expense.

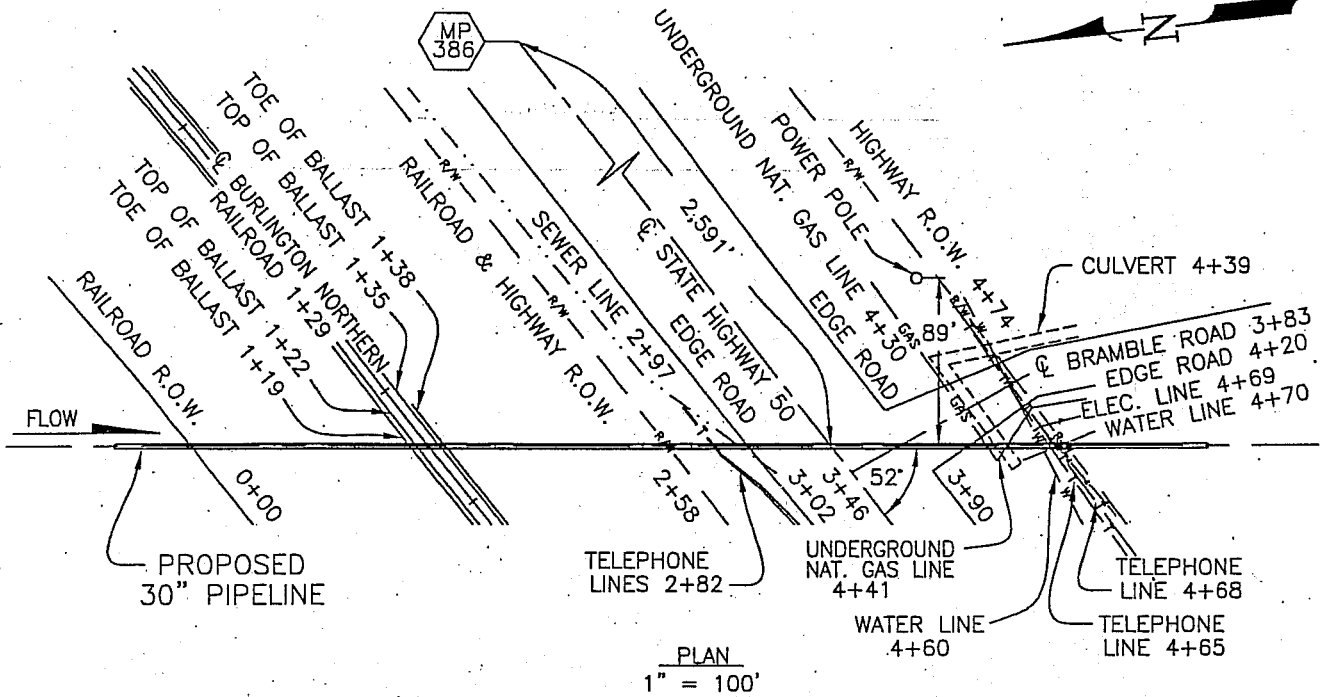
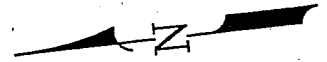
Recommended: [Signature] 11-17-08 _____ 20 _____
 City Representative Bridge/Roadway Design/Date

Approved: [Signature] 11.03.20.08 _____
 Yankton Area Region Engineer/Date

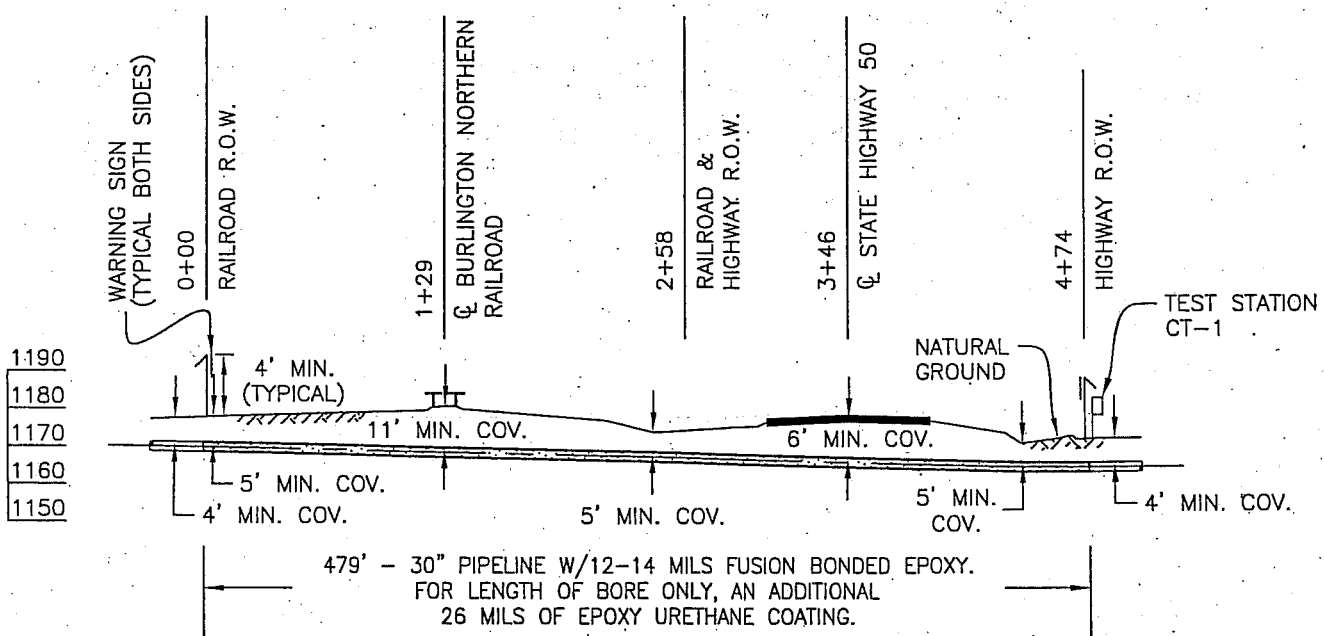
This permit to construct and maintain a utility facility is granted subject to all conditions as herein stated.

Issued this 3rd day of Dec. 2008 [Signature]

SECTION 17, T-93-N, R-55-W
 YANKTON COUNTY, SOUTH DAKOTA
 TRACT NO. RD-SD-YA-1003.1001, MP-436.39



PLAN
 1" = 100'



PROFILE
 HORIZ: 1" = 100'
 VERT: 1" = 50'

479' - 30" PIPELINE W/12-14 MILS FUSION BONDED EPOXY.
 FOR LENGTH OF BORE ONLY, AN ADDITIONAL
 26 MILS OF EPOXY URETHANE COATING.

PRODUCT: CRUDE OIL
 CARRIER PIPE: 30" O.D. X 0.515" W.T.
 X-70 DSAW PIPE W/12 TO 14 MILS
 FUSION BONDED EPOXY
 MINIMUM TEST PRESSURE: 1,801 PSIG
 MAXIMUM OPERATING PRESSURE: 1,440 PSIG
 CARRIER PIPE TO BE EXTERNALLY COATED
 FOR CORROSION CONTROL
 PIPELINE TO BE CATHODICALLY PROTECTED
 PIPELINE DESIGN AS PER REQUIREMENTS OF PART 195
 OF THE CODE OF FEDERAL REGULATIONS (LATEST EDITION)
 TRAFFIC TO BE MAINTAINED DURING INSTALLATION
 PIPELINE TO BE INSTALLED BY BORING

TBM-CENTER OF RAILROAD ELEV. 1,177'

		 <i>In business to deliver</i>	
UNIVERSAL ENERGY SERVICES, INC.		KEYSTONE PIPELINE PROJECT	
PROPOSED 30" PIPELINE CROSSING UNDER STATE HIGHWAY 50 YANKTON COUNTY, SOUTH DAKOTA		EXHIBIT A	
PROJECT: 9347.000		DRAWING NUMBER: K-46-PR-7700-1116	
NO. 0 1	REVISION ISSUED FOR REVIEW ISSUED FOR PERMITTING	DATE 10/23/08 10/29/08	SCALE: 1" = 100' DATE: 06/16/08 DRAWN BY: AP CHECKED BY: GTC APPROVED BY: ML

**ATTACHMENT TO PERMITS
DOT – 200 UTILITIES
DOT – 232 APPROACHES**

Safety Vest Requirements

Workers are required to wear high-visibility safety apparel intended to provide conspicuity during both daytime and nighttime usage, and meeting the Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2004 publication entitled "American National Standard for High-Visibility Safety Apparel and Headwear"

REVEGETATION PLAN

Shaping:

Disturbed areas will be topsoiled and leveled to promote vegetation growth and to remove obstructions of drainage.

Seeding:

All disturbed areas will be seeded within three weeks of completion of the operation with one of the following seed mixtures. Permanent seeding shall not be done between June 1 and August 1, without written authorization from the Area Engineer.

Rural:

Type B Permanent Seed Mixture shall consist of the following: **More than 5 Acres Disturbed**

Grass Species	Variety	Pure Live Seed (PLS) (Pounds/Acre)
Western Wheatgrass	Flintlock, Rodan, Rosana	7
Switchgrass	Dacotah, Forestburg, Nebraska 28, Pathfinder, Summer, Sunburst, Trailblazer	3
Indiangrass	Holt, Tomahawk	3
Big Bluestem	Bison, Bonilla, Champ, Pawnee, Sunnyview	3
Canada Wildrye	Mandan	2
Total:		18

Type C Permanent Seed Mixture shall consist of the following: **Less than 5 Acres Disturbed**

Grass Species	Variety	Pure Live Seed (PLS) (Pounds/Acre)
Western Wheatgrass	Flintlock, Rodan, Rosanna	16
Slender Wheatgrass	Adanac, Pryor, Primar, Revenue	2
Total:		18

Type G Permanent Seed Mixture shall consist of the following:

The following seed mixture can be used as a substitute for Type B Permanent Seed Mixture on projects East of the Missouri River where there are steep grades, long backslopes, or erosive soils.

Ten pounds of oats, spring wheat, or winter wheat are substituted for two pounds of Canada wildrye for quick cover. Canada wildrye is sufficient quick cover for typical projects. Keep in mind that including the oats, spring wheat, or winter wheat will provide competition for the permanent grasses.

Grass Species	Variety	Pure Live Seed (PLS) (Pounds/Acre)
Western Wheatgrass	Flintlock, Rodan, Rosana	7
Switchgrass	Dacotah, Forestburg, Nebraska 28, Pathfinder, Summer, Sunburst, Trailblazer	3
Indiangrass	Holt, Tomahawk	3
Big Bluestem	Bison, Bonilla, Champ, Pawnee, Sunnyview	3
Oats or Spring Wheat: April through July; Winter Wheat: August through November		10
Total:		26

Urban:

Type D Permanent Seed Mixture shall consist of the following: **Urban (Lawn Seed Mixture)**

Grass Species	Variety	Pure Live Seed (PLS) (Pounds/1000 SqFt)
Kentucky Bluegrass	Alene	1.5
Perennial Ryegrass	Turf Type	1.5
Creeping Red Fescue		1.5
Alkali Grass	Fults, Salty	1.5
Total:		6

Mulching:

Shall be performed according to Section 732 of South Dakota DOT Standard Specifications for Road and Bridges. A copy of this section can be viewed at the following location :

<http://www.sddot.com/operations/docs/specbook04/732.pdf>

MINER COUNTY
NOTICE OF APPEAL
CONDITIONAL USE VARIANCE APPLICATION

PERMIT NUMBER 53

APPLICANT (PRINT): TransCanada Keystone Pipeline, LP PHONE: (816) 880-4881
ADDRESS: 2509 NW Tiffany Springs Parkway, Northpointe Circle II, Suite 200; Kansas City, MO 64153
OWNER (PRINT): Edward Clark and Janet K. Schmit PHONE: (605) 336-3890 c/o Beth Lewis
ADDRESS: 300 S. Phillips Ave., Suite 300, Sioux Falls, SD 57104 c/o Beth Lewis

I/WE, THE UNDERSIGNED, DO HEREBY PETITION THE BOARD OF ADJUSTMENT OF MINER COUNTY SOUTH DAKOTA, TO ISSUE A CONDITIONAL USE PERMIT OR VARIANCE FOR THE PROPERTY DESCRIBED AS:
(CIRCLE APPROPRIATE)

LEGAL DESCRIPTION (Please print or type):

.027 acres in the NW 1/4 of Section 8, Township 106 North, Range 57 West of the 5th P.M., Miner County, South Dakota
NW 1/4 ex c Lot 1 of Schmit's Add 8-106-57
Roswell Village

PARCEL NUMBER: _____
GENERAL AREA OR STREET ADDRESS: Off of Highway 34
EXISTING LAND USE: Agricultural EXISTING ZONING: Agricultural
SIZE OF PARCEL: ACRES .027 LOT DIMENSIONS: WIDTH 30 ft LENGTH 40 ft DEPTH _____

SURROUNDING LAND USE
NORTH: Agricultural
SOUTH: Agricultural
EAST: Agricultural
WEST: Agricultural

PLEASE DESCRIBE WHAT YOU PROPOSE TO DO AND WHY YOU ARE SEEKING A CONDITIONAL USE PERMIT (attach a separate sheet of paper if necessary)

Construction of Transcanada Keystone Pipeline requires valve site

IF YOU ARE SEEKING A VARIANCE PLEASE PROVIDE A BRIEF STATEMENT OF THE VARIANCE DESIRED AND PLEASE STATE THE HARDSHIP REQUIRING RELIEF. (Proof of hardship is on the applicant - Hardship examples are odd size or shape of the lot, unusual topography, etc. attach a separate sheet of paper if necessary)

Signature of Applicant(s):

TRANSCANADA KEYSTONE PIPELINE, LP

By its agent:
TC OIL PIPELINE OPERATIONS INC.

By David Montemurro
Its David Montemurro
Vice President

By Kelly J. James
Its Vice President

Note: A sketch of proposed property shall accompany this application, showing the following:

- | | |
|--|--|
| 1. North Direction | 5. Location of Proposed Structure On Lot |
| 2. Dimensions of Proposed Structure | 6. Dimensions of Front and Side Set Backs |
| 3. Street Names | 7. Location of Adjacent Existing Buildings |
| 4. Other Information As May Be Requested | |

THE BOARD OF ADJUSTMENT MAY REQUIRE THAT SUCH PLANS BE PREPARED BY A REGISTERED ENGINEER OR LAND SURVEYOR.

****PLEASE USE THE ATTACHED SKETCH INSTRUCTION SHEET FOR AN EXAMPLE.**

FOR OFFICIAL USE ONLY

DATE FILED WITH ZONING ADMINISTRATOR: 8/28/08 FEE PAID (NON-REFUNDABLE): X YES NO
DATE OF HEARING: 10/7/08 ACTION BY BOARD OF ADJUSTMENT: APPROVED

[Handwritten Signature]
COB 5

Miner County Building Permit Application

Date: 10/7/08 Permit Number: 53

Applicant's Name: TransCanada Keystone Pipeline, LP Phone Number: (816) 880-4881
Address: 7509 NW Tiffany Springs Parkway, Northpointe Circle II, Suite 200, Kansas City, MO 64153
Owner's Name: TransCanada Keystone Pipeline, LP Phone Number: (816) 880-4881
Owner's Address: 7509 NW Tiffany Springs Parkway, Northpointe Circle II, Suite 200,
Kansas City, MO 64153

Development Site Legal Description: .027 acres in the NW¼ of Section 8, Township 106 North,
Range 57 West of the 5th P.M., Miner County, South Dakota

Development Site Parcel Number: not assigned

Development Site Street Address: not assigned

Existing Zoning Designation: Agricultural

Type of Application (Check All That Apply)

New Structure Alteration/Addition Accessory Building Moving
 Demolition Excavation

Building Size (in Sq. Ft.) *** Building Eave Height Foundation Type
Lot Area: 30' x 40' Roof Type Roofing Material
Heating System Basement Area: None Partial Full
Type of Siding Estimated Project Construction Cost (including labor): \$

***See the attached site plan.

Required Application Submissions

- N/A Residential Development in the Agricultural Zone – Documentation showing that the building site meets the minimum lot requirement of five (5) acres and only one dwelling per quarter/quarter section.
- N/A Development in Commercial/Industrial Zoning District – Documentation showing that the building site meets the minimum lot requirement of two (2) acres.
- N/A Residential Development – Signed Agricultural Easement.
- N/A Moved in Buildings – Signatures as required in Section 1205 of Miner County Zoning Ordinance
- N/A Name of installer of the private sewage system
- A sketch of the proposed property, showing the following, shall accompany this application:

1. North Direction
2. Dimensions of Proposed Structure
3. Street Names
4. Location of Proposed Structure on Lot
5. Dimension and Location of Existing Buildings on Site
6. Front and Side Yard Set Backs
7. Other Information as May be Required

Site Sketch

See the attached site plan.

I hereby certify that I have read and examined this application and know the information contained herein to be true and correct. Further, it is hereby agreed between the undersigned, as owner, his agent or servant, and Miner County that for and in consideration of the premises and the permit to construct, erect, alter, install, move, excavate, and the occupancy of the structure as above described, to be issued and granted by the Zoning Administrator, that the work thereon will be done in accordance with the description herein set forth in this statement, and as more fully described in the specifications and plans herewith filed; and it is further agreed to construct, erect, alter, install, move, excavate, and occupy in strict compliance with the ordinances of Miner County and to obey any and all lawful orders of the Zoning Administrator and all State Laws and regulations relating to construction, alteration, repairs, removal, safety and regulations pertaining to construction and installation of a sanitary sewage disposal system. This permit is revocable for cause. The permit shall become void unless substantial progress has been made within six (6) months from the date of issuance. If completion date is beyond one (1) year, the reason for the delay must be submitted to the Board of Adjustment and a request for extension made.

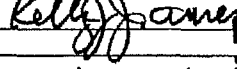
APPLICANT/OWNER:

TRANSCANADA KEYSTONE PIPELINE, LP

By its agent:

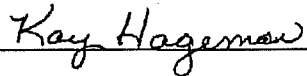
TC OIL PIPELINE OPERATIONS INC.

By  Lauri Newton
Its Assistant Secretary

By  Kelly J. Jameson
Its Secretary

Date: September 4, 2008

Permit issued this 7th day of Oct, 2008.



Miner County Zoning Administrator

FOR OFFICIAL USE ONLY

Fee Paid: 10⁰⁰

Date: 10/7/08

Permit Issued: 10/7/08

Date: _____

Permit Expires: 4/7/09

Reasons For Denying Permit:

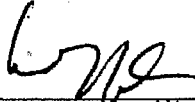
**CERTIFICATION OF INTENT TO COMPLY WITH THE
EROSION AND SEDIMENT CONTROL ORDINANCE**

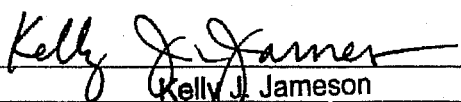
TransCanada Keystone Pipeline, LP acknowledges that it is aware of the local standards regulating the amount of erosion and off-site sedimentation that may occur as a result of non-agricultural land disturbing activities and further states that its ply of operation is designed to contain silt on the property concerned in a manner that will not exceed the adopted standards of the Soil Erosion and Sediment Control Standards of Miner County.

Signature of Applicant:

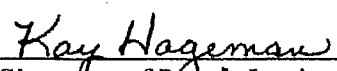
TRANSCANADA KEYSTONE PIPELINE, LP

By its agent:
TC OIL PIPELINE OPERATIONS INC.

By 
Its Lauri Newton
Assistant Secretary

By 
Its Kelly J. Jameson
Secretary

Date: September 4, 2008


Signature of Permit Issuing Representative

Date: 10/7/08

Kerwin Kostad

From: ELIZABETH Lewis [ELIZABETH.Lewis@woodsfuller.com]
Sent: Tuesday, October 07, 2008 2:12 PM
To: kkostad@donellis-associates.com
Cc: pkliest@donellis-associates.com
Subject: Miner County valve site

Attachments: SCAN0751_000.pdf; SCAN0750_000.pdf



SCAN0751_000.pdf (48 KB)



SCAN0750_000.pdf (86 KB)

Kerwin,

Attached for your records are the conditional use permit and building permit for the valve site in Miner County.

Sincerely,

Elizabeth A. Lewis
Woods, Fuller, Shultz & Smith P.C.
300 South Phillips Avenue, Suite 300
P.O. Box 5027
Sioux Falls, SD 57117-5027
Phone: (605) 336-3890
E-mail: Elizabeth.Lewis@woodsfuller.com

****CONFIDENTIALITY NOTICE****

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26

APPLICATION FOR OCCUPANCY
ON
RIGHT OF WAY OF COUNTY HIGHWAYS

TO: The Board of Day County Commissioners, Webster, South Dakota
Application is made by TRANS CANADA Keystone Pipeline LP for occupancy of
Highway Number Co. Rd # 26 (14751) in Section 29+32, Township 127 N
Range 59W, Day County, South Dakota.
(See attached sketch).

A sketch showing the approximate location and approximate elevation is attached.

The following information is pertinent to the proposed installation:

1. Intended usage
Crude oil Pipeline

2. Cable, pipe, wire, etc. size and type
30 inch steel

3. Outside Diameter
30 inch

4. Method of Installation
Bore

That as consideration for this grant, applicant agrees to indemnify and hold harmless Day County, its officers and employees from any and all liability, damages, claims, demands or otherwise, whether the same is based upon contract or otherwise in law or in equity associated with the design, construction, installation, laying, operating, inspecting, repairing, maintaining, replacing and removing pipes, mains, valves, cables, wires, guy wires, and all other devices used in connection with system located pursuant to this grant, except such liability, damages, claims, or demands which arise as a result of the negligence of the county, its officers, employees, or agents.

That as further or additional consideration for this grant, applicant agrees to restore, at its expense, the affected areas in as good condition as before said work was commenced and replace any structures affected, i.e. culverts, signs and if the county road should be rebuilt or construction or maintenance of the county road requires the removal or relocation of the pipe, cable, or wire, etc. it shall be solely at the expense of applicant.

That should any road crossing be required by any utility it shall be a road boring. No open trenches or ditches across any county road will be allowed.

That the rights and conditions imposed by this grant shall be binding upon the successors and assigns of applicant and shall be subject to all national and state safety codes and codes and regulations relating to the installation undertaken and inadvertable and necessary and required to insure the safety during construction and installation.

NOTE: Any rip-rap rock protection or erosion blanket encountered on the in-slopes of the in-place road raises shall not be plowed or dug through for the purpose of laying buried cable, power lines, water lines, etc. This practice destroys the integrity of the rip-rap and erosion blanket protection.

This grant shall not be effective until accepted by applicant.

SUBMITTED October 6, 2006

RECOMMENDED FOR APPROVAL

By *Charles Fromelt*
Charles Fromelt
County Highway Superintendent

APPROVED BY
DAY COUNTY BOARD OF COMMISSIONERS

By *Walter*
Chairman

CONTRACTOR

By _____
Its _____

Address _____

ACCEPTANCE BY APPLICANT

TRANS CANADA Registrars Pipeline LP
By *Kerwin Kouted* Kerwin Kouted
Its Permit Coordinator
Address 7509 NW HILARY SPRINGS PARKWAY
North Pointe Circle II Suite 200
KATONAH OK 74103

34

APPLICATION FOR OCCUPANCY
ON
RIGHT OF WAY OF COUNTY HIGHWAYS

TO: The Board of Day County Commissioners, Webster, South Dakota
Application is made by TRANS CANADA Keystone Pipeline LP for occupancy of
Highway Number Co Rd # 34 (15057) in Section 7 & 18, Township 120 N
Range 59 W, Day County, South Dakota.
(See attached sketch).

A sketch showing the approximate location and approximate elevation is attached.

The following information is pertinent to the proposed installation:

- 1. Intended usage
Crude oil Pipeline

- 2. Cable, pipe, wire, etc. size and type
30 inch steel

- 3. Outside Diameter
30 inch

- 4. Method of installation
Bore

That as consideration for this grant, applicant agrees to indemnify and hold harmless Day County, its officers and employees from any and all liability, damages, claims, demands or otherwise, whether the same is based upon contract or otherwise in law or in equity associated with the design, construction, installation, laying, operating, inspecting, repairing, maintaining, replacing and removing pipes, mains, valves, cables, wires, guy wires, and all other devices used in connection with system located pursuant to this grant, except such liability, damages, claims, or demands which arise as a result of the negligence of the county, its officers, employees, or agents.

That as further or additional consideration for this grant, applicant agrees to restore, at its expense, the affected areas in as good condition as before said work was commenced and replace any structures affected, i.e. culverts, signs and if the county road should be rebuilt or construction or maintenance of the county road requires the removal or relocation of the pipe, cable, or wire, etc. it shall be solely at the expense of applicant.

That should any road crossing be required by any utility it shall be a road boring. No open trenches or ditches across any county road will be allowed.

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NOTE: Any rip-rap rock protection or erosion blanket encountered on the in-slopes of the in-place road raises shall not be plowed or dug through for the purpose of laying buried cable, power lines, water lines, etc. This practice destroys the integrity of the rip-rap and erosion blanket protection.

This grant shall not be effective until accepted by applicant.

SUBMITTED October 6, 2006

RECOMMENDED FOR APPROVAL

By [Signature]
Charles Fromelt
County Highway Superintendent

SR

APPROVED BY
DAY COUNTY BOARD OF COMMISSIONERS

By [Signature]
Chairman

CONTRACTOR

By _____
Its _____
Address _____

ACCEPTANCE BY APPLICANT

TRANS CANADA Keystone Pipeline LP
By [Signature] Korwin Koutad
Its permit coordinator
Address 7509 NW T. BRAY SPRINGS PARKWAY
North Pointe Circle II Suite 202
KATONAH Cty. MD. 20453

41

APPLICATION FOR OCCUPANCY
ON
RIGHT OF WAY OF COUNTY HIGHWAYS

TO: The Board of Day County Commissioners, Webster, South Dakota
Application is made by TRANS CANADA Keystone Pipeline LP for occupancy of
Highway Number Clark Co Rd #1 (1545T) in Section 31 & 6, Township 120N & 119N
Range 59W, Day County, South Dakota.
(See attached sketch).

A sketch showing the approximate location and approximate elevation is attached.

The following information is pertinent to the proposed installation:

- 1. Intended usage
Crude oil Pipeline

- 2. Cable, pipe, wire, etc. size and type
30 inch steel

- 3. Outside Diameter
30 inch

- 4. Method of Installation
Bore

That as consideration for this grant, applicant agrees to indemnify and hold harmless Day County, its officers and employees from any and all liability, damages, claims, demands or otherwise, whether the same is based upon contract or otherwise in law or in equity associated with the design, construction, installation, laying, operating, inspecting, repairing, maintaining, replacing and removing pipes, mains, valves, cables, wires, guy wires, and all other devices used in connection with system located pursuant to this grant, except such liability, damages, claims, or demands which arise as a result of the negligence of the county, its officers, employees, or agents.

That as further or additional consideration for this grant, applicant agrees to restore, at its expense, the affected areas in as good condition as before said work was commenced and replace any structures affected, i.e. culverts, signs and if the county road should be rebuilt or construction or maintenance of the county road requires the removal or relocation of the pipe, cable, or wire, etc. it shall be solely at the expense of applicant.

That should any road crossing be required by any utility it shall be a road boring. No open trenches or ditches across any county road will be allowed.

That the rights and conditions imposed by this grant shall be binding upon the successors and assigns of applicant and shall be subject to all national and state safety codes and codes and regulations relating to the installation undertaken and inadvertable and necessary and required to insure the safety during construction and installation.

NOTE: Any rip-rap rock protection or erosion blanket encountered on the in-slopes of the in-place road raises shall not be plowed or dug through for the purpose of laying buried cable, power lines, water lines, etc. This practice destroys the integrity of the rip-rap and erosion blanket protection.

This grant shall not be effective until accepted by applicant.

SUBMITTED October 6, 2008

RECOMMENDED FOR APPROVAL

By *Charles Fromelt*
Charles Fromelt
County Highway Superintendent

APPROVED BY
DAY COUNTY BOARD OF COMMISSIONERS

By *M. M. Watter*
Chairman

CONTRACTOR

By _____
Its _____

Address _____

ACCEPTANCE BY APPLICANT

TRANS CANADA Keystone Pipeline LP
By *Kevin Koster* Kevin Koster
Its Permit Coordinator
Address 7509 NW F. BERRY SPRINGS PARKWAY
NORTH POINTE CIRCLE II SUITE 200
KATONAH CT. MD. 20853

41

APPLICATION FOR OCCUPANCY
ON
RIGHT OF WAY OF COUNTY HIGHWAYS

TO: The Board of Day County Commissioners, Webster, South Dakota
Application is made by TRANS CANADA Keystone Pipeline LP for occupancy of
Highway Number Co Rd # 41 (413 Ave) in Section 7 & 8, Township 120 N
Range 59 W, Day County, South Dakota.
(See attached sketch).

A sketch showing the approximate location and approximate elevation is attached.

The following information is pertinent to the proposed installation:

- 1. Intended usage
Crude oil Pipeline

- 2. Cable, pipe, wire, etc. size and type
30 inch steel

- 3. Outside Diameter
30 inch

- 4. Method of Installation
Bore

That as consideration for this grant, applicant agrees to indemnify and hold harmless Day County, its officers and employees from any and all liability, damages, claims, demands or otherwise, whether the same is based upon contract or otherwise in law or in equity associated with the design, construction, installation, laying, operating, inspecting, repairing, maintaining, replacing and removing pipes, mains, valves, cables, wires, guy wires, and all other devices used in connection with system located pursuant to this grant, except such liability, damages, claims, or demands which arise as a result of the negligence of the county, its officers, employees, or agents.

That as further or additional consideration for this grant, applicant agrees to restore, at its expense, the affected areas in as good condition as before said work was commenced and replace any structures affected, i.e. culverts, signs and if the county road should be rebuilt or construction or maintenance of the county road requires the removal or relocation of the pipe, cable, or wire, etc. it shall be solely at the expense of applicant.

That should any road crossing be required by any utility it shall be a road boring. No open trenches or ditches across any county road will be allowed.

That the rights and conditions imposed by this grant shall be binding upon the successors and assigns of applicant and shall be subject to all national and state safety codes and codes and regulations relating to the installation undertaken and inadvertable and necessary and required to insure the safety during construction and installation.

NOTE: Any rip-rap rock protection or erosion blanket encountered on the in-slopes of the in-place road raises shall not be plowed or dug through for the purpose of laying buried cable, power lines, water lines, etc. This practice destroys the integrity of the rip-rap and erosion blanket protection.

This grant shall not be effective until accepted by applicant.

SUBMITTED October 6, 2008

RECOMMENDED FOR APPROVAL

By *Charles Fromelt*
Charles Fromelt
County Highway Superintendent

APPROVED BY
DAY COUNTY BOARD OF COMMISSIONERS

By *W. M. Prator*
Chairman

CONTRACTOR

By _____
Its _____
Address _____

ACCEPTANCE BY APPLICANT

TRANS CANADA Kegistone Pipeline LP
By *Kevin Kates* Kerwin Koutal
Its permit coordinator
Address 7509 NW Spring Springs Parkway
North Pointe Circle II Suite 200
KATONAH CT. MD. 20453

SCOTLAND TOWNSHIP UTILITY PERMIT

Whereas Scotland Township, Day County, SD referred to as "Grantor", does now grant to TransCanada Keystone Pipeline, LP of 7509 Tiffany Springs Parkway, Northpointe Circle II, Suite 200; Kansas City, MO 64153, "Grantee," a utility permit to cross all roads necessary for the installation of the Keystone Pipeline.

The Grantor and Grantee specifically agree as follows:

1. The utility shall be placed at a minimum of 48 inches below the surface.
2. The utility shall be placed below the surface of any blacktop road by means of pipe or boring tool.
3. All trenches and excavations shall be carefully backfilled so as to eliminate settlement and the surface of the ground shall be returned to its original condition.
4. Grantor shall not be responsible or liable for any costs in connection with the placement or the maintenance of the utility.
5. If Grantor chooses to excavate in the area where the utility is located, Grantee shall move the utility at its own expense and upon Grantor's request to do so.
6. No above ground structures shall be placed in the road right of way without written permission of the Grantor.
7. Grantee shall pay a fee as follows:
Crossing fee, per road crossing or section line - \$300 each.

Dated: 10-29-08

Dated: 9.24.08

Grantor:

Grantee:

By: Jerry Bonn

By: Kerwin Kostad

Chairman
Scotland Township Board of Supervisors

Kerwin Kostad, Senior Land Agent
TransCanada Keystone Pipeline, LP
Utility & Representative

KEYSTONE PIPELINE PROJECT

SCOTLAND TOWNSHIP, DAY COUNTY

LIST OF TOWNSHIP ROADS UTILITY PERMIT

145TH STREET

146th STREET

148TH STREET – North Half - *No road - Section line*

NOTE: COUNTY AND STATE ROADS ARE NOT INCLUDED AS THE COUNTY AND STATE ISSUE PERMITS TO CROSS THEIR ROADS.

OAK GULCH TOWNSHIP UTILITY PERMIT

Whereas Oak Gulch Township, Day County, SD referred to as "Grantor", does now grant to TransCanada Keystone Pipeline, LP of 7509 Tiffany Springs Parkway, Northpointe Circle II, Suite 200; Kansas City, MO 64153, "Grantee," a utility permit to cross all roads necessary for the installation of the Keystone Pipeline.

The Grantor and Grantee specifically agree as follows:

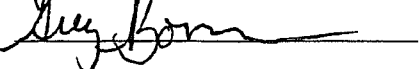
1. The utility shall be placed at a minimum of 48 inches below the surface.
2. The utility shall be placed below the surface of any blacktop road by means of pipe or boring tool.
3. All trenches and excavations shall be carefully backfilled so as to eliminate settlement and the surface of the ground shall be returned to its original condition.
4. Grantor shall not be responsible or liable for any costs in connection with the placement or the maintenance of the utility.
5. If Grantor chooses to excavate in the area where the utility is located, Grantee shall move the utility at its own expense and upon Grantor's request to do so.
6. No above ground structures shall be placed in the road right of way without written permission of the Grantor.
7. Grantee shall pay a fee as follows:
Crossing fee, per road crossing or section line - \$300 each.


Dated: 10-28-08

Dated: 9-24-08

Grantor:

Grantee:

By: 

By: 

Chairman
Oak Gulch Township Board
Of Supervisors

Kerwin Kostad, Senior Land Agent
TransCanada Keystone Pipeline, LP
Utility & Representative

KEYSTONE PIPELINE PROJECT

OAK GULCH TOWNSHIP, DAY COUNTY

LIST OF TOWNSHIP ROADS FOR UTILITY PERMIT

148TH STREET – South Half - *No road-section line*
149TH STREET
151st STREET
152nd STREET
153^d STREET

NOTE: COUNTY AND STATE ROADS ARE NOT INCLUDED AS THE COUNTY AND STATE ISSUE PERMITS TO CROSS THEIR ROADS.

ASH TOWNSHIP UTILITY PERMIT

Whereas Ash Township, Clark County, SD referred to as "Grantor", does now grant to TransCanada Keystone Pipeline, LP of 7509 Tiffany Springs Parkway, Northpointe Circle II, Suite 200; Kansas City, MO 64153, "Grantee," a utility permit to cross all roads necessary for the installation of the Keystone Pipeline.

The Grantor and Grantee specifically agree as follows:

1. The utility shall be placed at a minimum of 48 inches below the surface.
2. The utility shall be placed below the surface of any blacktop road by means of pipe or boring tool.
3. All trenches and excavations shall be carefully backfilled so as to eliminate settlement and the surface of the ground shall be returned to its original condition.
4. Grantor shall not be responsible or liable for any costs in connection with the placement or the maintenance of the utility.
5. If Grantor chooses to excavate in the area where the utility is located, Grantee shall move the utility at its own expense and upon Grantor's request to do so.
6. No above ground structures shall be placed in the road right of way without written permission of the Grantor.
7. Grantee shall pay a fee as follows:
Crossing fee, per road crossing or section line - \$300 each.

Dated: 6 NOV 2008

Dated: 11-18-2008

Grantor:

Grantee:

By: FRED OBERHEISER

By: Mark F. Wattier

Chairman
Township Board of Supervisors

Mark F. Wattier, Senior Land Agent
TransCanada Keystone Pipeline, LP

Utility & Representative

NOTE: See attached sheet for summary of township roads:

KEYSTONE PIPELINE PROJECT

ASH TOWNSHIP, CLARK COUNTY

LIST OF TOWNSHIP ROADS FOR UTILITY PERMIT

160th STREET – South Half – Road is maintained by _____ TWP.

162nd STREET

163rd STREET

165th STREET

166th STREET – North Half – Road is maintained by _____ TWP.

NOTE: COUNTY AND STATE ROADS ARE NOT INCLUDED AS THE COUNTY AND STATE ISSUE PERMITS TO CROSS THEIR ROADS.

WARREN TOWNSHIP UTILITY PERMIT

Whereas Warren Township, Clark County, SD referred to as "Grantor", does now grant to TransCanada Keystone Pipeline, LP of 7509 Tiffany Springs Parkway, Northpointe Circle II, Suite 200; Kansas City, MO 64153, "Grantee," a utility permit to cross all roads necessary for the installation of the Keystone Pipeline.

The Grantor and Grantee specifically agree as follows:

1. The utility shall be placed at a minimum of 48 inches below the surface.
2. The utility shall be placed below the surface of any blacktop road by means of pipe or boring tool.
3. All trenches and excavations shall be carefully backfilled so as to eliminate settlement and the surface of the ground shall be returned to its original condition.
4. Grantor shall not be responsible or liable for any costs in connection with the placement or the maintenance of the utility.
5. If Grantor chooses to excavate in the area where the utility is located, Grantee shall move the utility at its own expense and upon Grantor's request to do so.
6. No above ground structures shall be placed in the road right of way without written permission of the Grantor.
7. Grantee shall pay a fee as follows:
Crossing fee, per road crossing or section line - \$300 each.

Dated: 10-31-08

Dated: 10-17-2008

Grantor:

Grantee:

By: Dawal Nuber

By: Mark F. Wattier

Chairman
Township Board
Of Supervisors

Mark F. Wattier, Senior Land Agent
TransCanada Keystone Pipeline, LP

Utility & Representative

NOTE: See attached sheet for summary of township roads:

KEYSTONE PIPELINE PROJECT

WARREN TOWNSHIP, CLARK COUNTY

LIST OF TOWNSHIP ROADS FOR UTILITY PERMIT

155 TH	STREET
413 th	AVENUE
156 TH	STREET
158 TH	STREET
159 th	STREET
160 th	STREET – North Half

NOTE: COUNTY AND STATE ROADS ARE NOT INCLUDED AS THE COUNTY AND STATE ISSUE PERMITS TO CROSS THEIR ROADS.

Haul Route Agreement

THIS AGREEMENT, made and entered into this 31 day of Oct, 2008 by and between Warren Township, ("Township"), and TransCanada Keystone Pipeline, LP ("Contractor").

WHEREAS, the Contractor plans to use township roads in transporting any item, including but not limited to products, equipment, materials, and/or supplies over township roads; and

WHEREAS, the Township is responsible for constructing, altering, improving, and maintaining township roads under the supervision and direction of the Public Works Director and/or the Township Engineer; and

WHEREAS, the Township and the Contractor anticipate that as a result of the Contractor's use of Township roads, accelerated deterioration may occur. Thus, repairs or improvements may be required and additional maintenance expenses may be incurred by the Township; and

NOW, THEREFORE, in consideration of the terms, conditions, and covenants contained herein, it is mutually agreed as follows:

1. PURPOSE:

This Haul Route Agreement shall be completed for existing, new, and expanded hauling operations that may cause accelerated deterioration of township roads. These hauling operations shall include but not be limited to: contractors and developers.

2. DEFINITIONS:

A. Additional Maintenance. "Additional Maintenance" means grading, reshaping, repair, and/or modification performed on Township roads in excess of the same operations performed as routine maintenance by the Township.

B. Township Road. "Township Road" means a street, road, or other public way, including shoulders, designated for the purpose of vehicular traffic and under the jurisdiction of the Township.

C. Haul Road. "Haul Road" means any Township road, bridge, or other structure which is used for transporting items including, but not limited to products, equipment, materials, and/or supplies and as a result incurs deterioration.

D. Haul Route. "Haul Route" means the system of haul roads between a source site and the destination and/or the source site and the nearest major intersection as determined by the Township.

E. Improvements. "Improvements" mean roadway improvements required by the Director because of the Contractor's use of the haul road.

3. GENERAL AGREEMENT AS TO ROAD USE:

The Contractor understands and agrees that, although the haul roads covered by this Agreement are on the Township Road System and are subject to normal traffic use the Contractor, by virtue of its use of the road as a haul route, assumes responsibility for additional maintenance and signing costs on such roads resulting from its use of such roads as a haul route.

The Township hereby agrees to the Contractor's use of the haul roads covered by this Agreement subject to the conditions contained herein. The Contractor shall be responsible for obtaining any other permits or licenses which the Township or any other governmental entity may require to operate or move its vehicles on township roads. This Agreement shall not serve to relieve any operator of a Contractor's vehicle from complying with applicable speed limits, weight restrictions, or other posted restrictions.

Any improvements to or widening of the road necessitated by the Contractor's operations, including modification of roadway approaches to accommodate transport vehicles, shall be considered incidental to the hauling performed, shall be made at the Contractor's sole expense unless otherwise authorized in addendum to this Agreement. Any such improvement shall be authorized by Township permit.

4. GENERAL TERMS:

a. Compliance with Laws and Regulations

The Contractor shall comply with all Federal, State, and local laws and regulations.

b. Severability

If any portion of this Agreement is held invalid it shall have no effect upon the validity of the remaining portions of this Agreement.

c. Scope and Construction of Terms

The definitions in this Agreement shall control the meaning of terms used herein. Where no definition is expressly stated herein, a term shall have that meaning clearly indicated by, or reasonably implied from, the context in which such term is used.

d. Notification

All notices and oral or written communications relating to this agreement may be forwarded to:

On behalf of the Township:

David Huber

41350 1605+

Conde S.D 57434

On behalf of the TRANSCANADA KEYSTONE PIPELINE, LP, by its agent, TC OIL PIPELINE OPERATIONS INC.

TransCanada Keystone Pipeline
7509 NW Tiffany Springs Parkway
Northpointe Circle II, Suite 200
Kansas City, MO 64153
(816) 880-4609

IN WITNESS WHEREOF, the Parties hereto executed this Haul Route Agreement as of the first date hereinabove written.

TRANSCANADA KEYSTONE PIPELINE, LP, By
Its Agent, TC OIL PIPELINE OPERATIONS INC.

Township

Signed: Kelly J. Jameson

Name: Kelly J. Jameson

Title: Secretary

Signed: David Huber

Name: Warren Township

Title: Supervisor

Signed: Lauri Newton

Name: Lauri Newton

Title: Asst Secre

IROQUOIS TOWNSHIP UTILITY PERMIT

Whereas Iriquois Township, Kingsbury County, SD referred to as "Grantor", does now grant to TransCanada Keystone Pipeline, LP of 7509 Tiffany Springs Parkway, Northpointe Circle II, Suite 200; Kansas City, MO 64153, "Grantee," a utility permit to cross all roads necessary for the installation of the Keystone Pipeline.

The Grantor and Grantee specifically agree as follows:

1. The utility shall be placed at a minimum of 48 inches below the surface.
2. The utility shall be placed below the surface of any blacktop road by means of pipe or boring tool.
3. All trenches and excavations shall be carefully backfilled so as to eliminate settlement and the surface of the ground shall be returned to its original condition.
4. Grantor shall not be responsible or liable for any costs in connection with the placement or the maintenance of the utility.
5. If Grantor chooses to excavate in the area where the utility is located, Grantee shall move the utility at its own expense and upon Grantor's request to do so.
6. No above ground structures shall be placed in the road right of way without written permission of the Grantor.
7. Grantee shall pay a fee as follows:
Crossing fee, per road crossing or section line - \$300 each.

Dated: 10-29-08

Dated: 10-28-08

Grantor:

Grantee:

By: Jerry E. Kolton

By: Mark F. Wattier

Chairman
Township Board
Of Supervisors

Mark F. Wattier, Senior Land Agent
TransCanada Keystone Pipeline, LP

Utility & Representative

NOTE: See attached sheet for summary of township roads:

KEYSTONE PIPELINE PROJECT

IROQUOIS TOWNSHIP, KINGSBURY COUNTY

LIST OF TOWNSHIP ROADS FOR UTILITY PERMIT

206th STREET

207th STREET

209th STREET

210th STREET

419th AVENUE

211th STREET – North Half – Road is maintained by _____ TWP.

NOTE: COUNTY AND STATE ROADS ARE NOT INCLUDED AS THE COUNTY AND STATE ISSUE PERMITS TO CROSS THEIR ROADS.

Haul Route Agreement

THIS AGREEMENT, made and entered into this 10th day of November, 2008 by and between Iroquois Township, ("Township"), and TransCanada Keystone Pipeline, LP ("Contractor").

WHEREAS, the Contractor plans to use township roads in transporting any item, including but not limited to products, equipment, materials, and/or supplies over township roads; and

WHEREAS, the Township is responsible for constructing, altering, improving, and maintaining township roads under the supervision and direction of the Public Works Director and/or the Township Engineer; and

WHEREAS, the Township and the Contractor anticipate that as a result of the Contractor's use of Township roads, accelerated deterioration may occur. Thus, repairs or improvements may be required and additional maintenance expenses may be incurred by the Township; and

NOW, THEREFORE, in consideration of the terms, conditions, and covenants contained herein, it is mutually agreed as follows:

1. PURPOSE:

This Haul Route Agreement shall be completed for existing, new, and expanded hauling operations that may cause accelerated deterioration of township roads. These hauling operations shall include but not be limited to: contractors and developers.

2. DEFINITIONS:

A. Additional Maintenance. "Additional Maintenance" means grading, reshaping, repair, and/or modification performed on Township roads in excess of the same operations performed as routine maintenance by the Township.

B. Township Road. "Township Road" means a street, road, or other public way, including shoulders, designated for the purpose of vehicular traffic and under the jurisdiction of the Township.

C. Haul Road. "Haul Road" means any Township road, bridge, or other structure which is used for transporting items including, but not limited to products, equipment, materials, and/or supplies and as a result incurs deterioration.

D. Haul Route. "Haul Route" means the system of haul roads between a source site and the destination and/or the source site and the nearest major intersection as determined by the Township.

E. Improvements. "Improvements" mean roadway improvements required by the Director because of the Contractor's use of the haul road.

3. GENERAL AGREEMENT AS TO ROAD USE:

The Contractor understands and agrees that, although the haul roads covered by this Agreement are on the Township Road System and are subject to normal traffic use the Contractor, by virtue of its use of the road as a haul route, assumes responsibility for additional maintenance and signing costs on such roads resulting from its use of such roads as a haul route.

The Township hereby agrees to the Contractor's use of the haul roads covered by this Agreement subject to the conditions contained herein. The Contractor shall be responsible for obtaining any other permits or licenses which the Township or any other governmental entity may require to operate or move its vehicles on township roads. This Agreement shall not serve to relieve any operator of a Contractor's vehicle from complying with applicable speed limits, weight restrictions, or other posted restrictions.

Any improvements to or widening of the road necessitated by the Contractor's operations, including modification of roadway approaches to accommodate transport vehicles, shall be considered incidental to the hauling performed, shall be made at the Contractor's sole expense unless otherwise authorized in addendum to this Agreement. Any such improvement shall be authorized by Township permit.

4. GENERAL TERMS:

a. Compliance with Laws and Regulations

The Contractor shall comply with all Federal, State, and local laws and regulations.

b. Severability

If any portion of this Agreement is held invalid it shall have no effect upon the validity of the remaining portions of this Agreement.

c. Scope and Construction of Terms

The definitions in this Agreement shall control the meaning of terms used herein. Where no definition is expressly stated herein, a term shall have that meaning clearly indicated by, or reasonably implied from, the context in which such term is used.

d. Notification

All notices and oral or written communications relating to this agreement may be forwarded to:

On behalf of the Township:

Alan Aughenbaugh

On behalf of the TRANSCANADA KEYSTONE PIPELINE, LP, by its agent, TC OIL PIPELINE OPERATIONS INC.

TransCanada Keystone Pipeline
7509 NW Tiffany Springs Parkway
Northpointe Circle II, Suite 200
Kansas City, MO 64153
(816) 880-4609

IN WITNESS WHEREOF, the Parties hereto executed this Haul Route Agreement as of the first date hereinabove written.

TRANSCANADA KEYSTONE PIPELINE, LP, By
Its Agent, TC OIL PIPELINE OPERATIONS INC.

Township

Signed: Kelly J. Jameson
Name: Kelly J. Jameson
Title: Secretary

Signed: Jerry E. Korkow
Name: Jerry E. Korkow
Title: Chairman

Signed: Lauri Newton
Name: Lauri Newton
Title: Asst. Secretary

✓ We MAINTAIN The SOUTH END TOWNSHIP

HANSON COUNTY UTILITY PERMIT

Whereas Hanson County, SD referred to as "Grantor", does now grant to TransCanada Keystone Pipeline, LP of 7509 Tiffany Springs Parkway, Northpointe Circle II, Suite 200; Kansas City, MO 64153, "Grantee," a utility permit to cross all county roads necessary for the installation of the Keystone Pipeline.

The Grantor and Grantee specifically agree as follows:

1. The utility shall be placed at a minimum of 48 inches below the surface.
2. The utility shall be placed below the surface of any blacktop road by means of pipe or boring tool.
3. All trenches and excavations shall be carefully backfilled so as to eliminate settlement and the surface of the ground shall be returned to its original condition.
4. Grantor shall not be responsible or liable for any costs in connection with the placement or the maintenance of the utility.
5. If Grantor chooses to excavate in the area where the utility is located, Grantee shall move the utility at its own expense and upon Grantor's request to do so.
6. No above ground structures shall be placed in the county road right of way without written permission of the Grantor.

Dated: 10/21/08

Dated: 10-20-2008

Grantor:

Grantee:

By: Carl W. Woodruff

By: Mark F. Wattier

Chairman
Hanson County Commission

Mark F. Wattier, Senior Land Agent

Utility & Representative

See attached sheet for summary of county roads:

KEYSTONE PIPELINE PROJECT

HANSON COUNTY

LIST OF COUNTY ROADS FOR UTILITY PERMIT

244TH STREET – HANSON COUNTY ROAD #07-0 – GRAVEL – ALSO KNOWN AS MINER COUNTY/HANSON COUNTY BORDER

247TH STREET – HANSON COUNTY ROAD #17 - PAVED

429TH AVENUE – HANSON COUNTY ROAD #08 - GRAVEL

NOTE: STATE ROADS ARE NOT INCLUDED AS THE STATE ISSUES PERMITS TO CROSS THEIR ROADS.

PLEASANT TOWNSHIP UTILITY PERMIT

Whereas Pleasant Township, Hanson County, SD referred to as "Grantor", does now grant to TransCanada Keystone Pipeline, LP of 7509 Tiffany Springs Parkway, Northpointe Circle II, Suite 200; Kansas City, MO 64153, "Grantee," a utility permit to cross all roads necessary for the installation of the Keystone Pipeline.

The Grantor and Grantee specifically agree as follows:

1. The utility shall be placed at a minimum of 48 inches below the surface.
2. The utility shall be placed below the surface of any blacktop road by means of pipe or boring tool.
3. All trenches and excavations shall be carefully backfilled so as to eliminate settlement and the surface of the ground shall be returned to its original condition.
4. Grantor shall not be responsible or liable for any costs in connection with the placement or the maintenance of the utility.
5. If Grantor chooses to excavate in the area where the utility is located, Grantee shall move the utility at its own expense and upon Grantor's request to do so.
6. No above ground structures shall be placed in the road right of way without written permission of the Grantor.
7. Grantee shall pay a fee as follows:
Crossing fee, per road crossing or section line - \$300 each.

Dated: 11-22-08

Dated: 10-27-2008

Grantor:

Grantee:

By: 

By: 

Chairman
Township Board
Of Supervisors

Mark F. Wattier, Senior Land Agent
TransCanada Keystone Pipeline, LP
Utility & Representative

NOTE: See attached sheet for summary of township roads:

KEYSTONE PIPELINE PROJECT

PLEASANT TOWNSHIP, HANSON COUNTY

LIST OF TOWNSHIP ROADS FOR UTILITY PERMIT

256th STREET – South Half – Road is maintained by Pleasant TWP.

257th STREET

430th AVENUE – West Half – Road is maintained by Pleasant TWP.

NOTE: COUNTY AND STATE ROADS ARE NOT INCLUDED AS THE COUNTY AND STATE ISSUE PERMITS TO CROSS THEIR ROADS.

Haul Route Agreement

THIS AGREEMENT, made and entered into this 11-22 day of 08, 2008, by and between Pleasant Township, ("Township"), and TransCanada ("Contractor").
Keystone Pipeline, LP

WHEREAS, the Contractor plans to use township roads in transporting any item, including but not limited to products, equipment, materials, and/or supplies over township roads; and

WHEREAS, the Township is responsible for constructing, altering, improving, and maintaining township roads under the supervision and direction of the Public Works Director and/or the Township Engineer; and

WHEREAS, the Township and the Contractor anticipate that as a result of the Contractor's use of Township roads, accelerated deterioration may occur. Thus, repairs or improvements may be required and additional maintenance expenses may be incurred by the Township; and

NOW, THEREFORE, in consideration of the terms, conditions, and covenants contained herein, it is mutually agreed as follows:

1. PURPOSE:

This Haul Route Agreement shall be completed for existing, new, and expanded hauling operations that may cause accelerated deterioration of township roads. These hauling operations shall include but not be limited to: contractors and developers.

2. DEFINITIONS:

A. Additional Maintenance. "Additional Maintenance" means grading, reshaping, repair, and/or modification performed on Township roads in excess of the same operations performed as routine maintenance by the Township.

B. Township Road. "Township Road" means a street, road, or other public way, including shoulders, designated for the purpose of vehicular traffic and under the jurisdiction of the Township.

C. Haul Road. "Haul Road" means any Township road, bridge, or other structure which is used for transporting items including, but not limited to products, equipment, materials, and/or supplies and as a result incurs deterioration.

D. Haul Route. "Haul Route" means the system of haul roads between a source site and the destination and/or the source site and the nearest major intersection as determined by the Township.

E. Improvements. "Improvements" mean roadway improvements required by the Director because of the Contractor's use of the haul road.

3. GENERAL AGREEMENT AS TO ROAD USE:

The Contractor understands and agrees that, although the haul roads covered by this Agreement are on the Township Road System and are subject to normal traffic use the Contractor, by virtue of its use of the road as a haul route, assumes responsibility for additional maintenance and signing costs on such roads resulting from its use of such roads as a haul route.

The Township hereby agrees to the Contractor's use of the haul roads covered by this Agreement subject to the conditions contained herein. The Contractor shall be responsible for obtaining any other permits or licenses which the Township or any other governmental entity may require to operate or move its vehicles on township roads. This Agreement shall not serve to relieve any operator of a Contractor's vehicle from complying with applicable speed limits, weight restrictions, or other posted restrictions.

Any improvements to or widening of the road necessitated by the Contractor's operations, including modification of roadway approaches to accommodate transport vehicles, shall be considered incidental to the hauling performed, shall be made at the Contractor's sole expense unless otherwise authorized in addendum to this Agreement. Any such improvement shall be authorized by Township permit.

4. GENERAL TERMS:

a. Compliance with Laws and Regulations

The Contractor shall comply with all Federal, State, and local laws and regulations.

b. Severability

If any portion of this Agreement is held invalid it shall have no effect upon the validity of the remaining portions of this Agreement.

c. Scope and Construction of Terms

The definitions in this Agreement shall control the meaning of terms used herein. Where no definition is expressly stated herein, a term shall have that meaning clearly indicated by, or reasonably implied from, the context in which such term is used.

d. Notification

All notices and oral or written communications relating to this agreement may be forwarded to:

On behalf of the Township:

DAN OLINGER

25844 S. D Hwy 25

EMERY, S.D 57332

(605) 770-0815

On behalf of the TRANSCANADA KEYSTONE PIPELINE, LP, by its agent, TC OIL PIPELINE OPERATIONS INC.

TransCanada Keystone Pipeline
7509 NW Tiffany Springs Parkway
Northpointe Circle II, Suite 200
Kansas City, MO 64153
(816) 880-4609

IN WITNESS WHEREOF, the Parties hereto executed this Haul Route Agreement as of the first date hereinabove written.

TRANSCANADA KEYSTONE PIPELINE, LP, By
Its Agent, TC OIL PIPELINE OPERATIONS INC.

Township

Signed: Kelly J Jameson
Name: _____
Title: Kelly J. Jameson
Secretary

Signed: Dan Olinger
Name: _____
Title: Chairman

Signed: Lauri Newton
Name: Lauri Newton
Title: Asst. Secretary

SPRING LAKE TOWNSHIP UTILITY PERMIT

Whereas Spring Lake Township, Hanson County, SD referred to as "Grantor", does now grant to TransCanada Keystone Pipeline, LP of 7509 Tiffany Springs Parkway, Northpointe Circle II, Suite 200; Kansas City, MO 64153, "Grantee," a utility permit to cross all roads necessary for the installation of the Keystone Pipeline.

The Grantor and Grantee specifically agree as follows:

1. The utility shall be placed at a minimum of 48 inches below the surface.
2. The utility shall be placed below the surface of any blacktop road by means of pipe or boring tool.
3. All trenches and excavations shall be carefully backfilled so as to eliminate settlement and the surface of the ground shall be returned to its original condition.
4. Grantor shall not be responsible or liable for any costs in connection with the placement or the maintenance of the utility.
5. If Grantor chooses to excavate in the area where the utility is located, Grantee shall move the utility at its own expense and upon Grantor's request to do so.
6. No above ground structures shall be placed in the road right of way without written permission of the Grantor.
7. Grantee shall pay a fee as follows:
Crossing fee, per road crossing or section line - \$300 each.

Dated: 10-28-08

Dated: 10-27-2008

Grantor:

Grantee:

By: *Bob Parada*

By: *Mark F. Wattier*

Chairman
Township Board
Of Supervisors

Mark F. Wattier, Senior Land Agent
TransCanada Keystone Pipeline, LP

Utility & Representative

NOTE: See attached sheet for summary of township roads:

KEYSTONE PIPELINE PROJECT

SPRING LAKE TOWNSHIP, HANSON COUNTY

LIST OF TOWNSHIP ROADS FOR UTILITY PERMIT

245th STREET

246th STREET

248th STREET

428TH STREET

249th STREET

250th STREET – North Half – Road is maintained by _____ TWP.

NOTE: COUNTY AND STATE ROADS ARE NOT INCLUDED AS THE COUNTY AND STATE ISSUE PERMITS TO CROSS THEIR ROADS.

Haul Route Agreement

THIS AGREEMENT, made and entered into this 28th day of October, 2008, by and between SPRUE Township, ("Township"), and TransCanada Keystone Pipeline, LP ("Contractor").

WHEREAS, the Contractor plans to use township roads in transporting any item, including but not limited to products, equipment, materials, and/or supplies over township roads; and

WHEREAS, the Township is responsible for constructing, altering, improving, and maintaining township roads under the supervision and direction of the Public Works Director and/or the Township Engineer; and

WHEREAS, the Township and the Contractor anticipate that as a result of the Contractor's use of Township roads, accelerated deterioration may occur. Thus, repairs or improvements may be required and additional maintenance expenses may be incurred by the Township; and

NOW, THEREFORE, in consideration of the terms, conditions, and covenants contained herein, it is mutually agreed as follows:

1. PURPOSE:

This Haul Route Agreement shall be completed for existing, new, and expanded hauling operations that may cause accelerated deterioration of township roads. These hauling operations shall include but not be limited to: contractors and developers.

2. DEFINITIONS:

A. Additional Maintenance. "Additional Maintenance" means grading, reshaping, repair, and/or modification performed on Township roads in excess of the same operations performed as routine maintenance by the Township.

B. Township Road. "Township Road" means a street, road, or other public way, including shoulders, designated for the purpose of vehicular traffic and under the jurisdiction of the Township.

C. Haul Road. "Haul Road" means any Township road, bridge, or other structure which is used for transporting items including, but not limited to products, equipment, materials, and/or supplies and as a result incurs deterioration.

D. Haul Route. "Haul Route" means the system of haul roads between a source site and the destination and/or the source site and the nearest major intersection as determined by the Township.

E. Improvements. "Improvements" mean roadway improvements required by the Director because of the Contractor's use of the haul road.

3. GENERAL AGREEMENT AS TO ROAD USE:

The Contractor understands and agrees that, although the haul roads covered by this Agreement are on the Township Road System and are subject to normal traffic use the Contractor, by virtue of its use of the road as a haul route, assumes responsibility for additional maintenance and signing costs on such roads resulting from its use of such roads as a haul route.

The Township hereby agrees to the Contractor's use of the haul roads covered by this Agreement subject to the conditions contained herein. The Contractor shall be responsible for obtaining any other permits or licenses which the Township or any other governmental entity may require to operate or move its vehicles on township roads. This Agreement shall not serve to relieve any operator of a Contractor's vehicle from complying with applicable speed limits, weight restrictions, or other posted restrictions.

Any improvements to or widening of the road necessitated by the Contractor's operations, including modification of roadway approaches to accommodate transport vehicles, shall be considered incidental to the hauling performed, shall be made at the Contractor's sole expense unless otherwise authorized in addendum to this Agreement. Any such improvement shall be authorized by Township permit.

4. GENERAL TERMS:

a. Compliance with Laws and Regulations

The Contractor shall comply with all Federal, State, and local laws and regulations.

b. Severability

If any portion of this Agreement is held invalid it shall have no effect upon the validity of the remaining portions of this Agreement.

c. Scope and Construction of Terms

The definitions in this Agreement shall control the meaning of terms used herein. Where no definition is expressly stated herein, a term shall have that meaning clearly indicated by, or reasonably implied from, the context in which such term is used.

d. Notification

All notices and oral or written communications relating to this agreement may be forwarded to:

On behalf of the Township:

Larry Eich
Clerk
42760 245th St
Canonva SD 57321

605.523.2571

On behalf of the TRANSCANADA KEYSTONE PIPELINE, LP, by its agent, TC OIL PIPELINE OPERATIONS INC.

TransCanada Keystone Pipeline
7509 NW Tiffany Springs Parkway
Northpointe Circle II, Suite 200
Kansas City, MO 64153
(816) 880-4609

IN WITNESS WHEREOF, the Parties hereto executed this Haul Route Agreement as of the first date hereinabove written.

TRANSCANADA KEYSTONE PIPELINE, LP, By
Its Agent, TC OIL PIPELINE OPERATIONS INC.

Township

Signed: Kelly J. Jameson
Name: _____
Title: Kelly J. Jameson
Secretary

Signed: Bob Paradeis
Name: Bob Paradeis
Title: Chairman

Signed: LeAnn
Name: LeAnn Newton
Title: Asst. Secretary

McCOOK COUNTY UTILITY PERMIT

Whereas McCook County, SD referred to as "Grantor", does now grant to TransCanada Keystone Pipeline, LP of 7509 Tiffany Springs Parkway, Northpointe Circle II, Suite 200; Kansas City, MO 64153, "Grantee," a utility permit to cross all county roads necessary for the installation of the Keystone Pipeline.

The Grantor and Grantee specifically agree as follows:

1. The utility shall be placed at a minimum of 48 inches below the surface.
2. The utility shall be placed below the surface of any blacktop road by means of pipe or boring tool.
3. All trenches and excavations shall be carefully backfilled so as to eliminate settlement and the surface of the ground shall be returned to its original condition.
4. Grantor shall not be responsible or liable for any costs in connection with the placement or the maintenance of the utility.
5. If Grantor chooses to excavate in the area where the utility is located, Grantee shall move the utility at its own expense and upon Grantor's request to do so.
6. No above ground structures shall be placed in the county road right of way without written permission of the Grantor.

Dated: Oct 7, 08

Dated: 10-6-2008

Grantor:

Grantee:

By: William Smith

By: Mark F. Wattier

Chairman
McCook County Commission

Mark F. Wattier, Senior Land Agent
TransCanada Keystone Pipeline, LP
Utility & Representative

NOTE: See attached sheet for summary of county roads:

KEYSTONE PIPELINE PROJECT

McCOOK COUNTY

LIST OF COUNTY ROADS FOR UTILITY PERMIT

261st STREET and 431st AVENUE INTERSECTION of McCook Co. Road #16A - PAVED
and McCook Co. Road #25A - PAVED

431st AVENUE and 261st STREET INTERSECTION of McCook Co. Road #25A - PAVED
and McCook Co. Road #16A - PAVED

432nd AVENUE - McCook Co. Road #23A - Gravel

NOTE: STATE ROADS ARE NOT INCLUDED AS THE STATE ISSUES PERMITS TO CROSS THEIR
ROADS.

JEFFERSON TOWNSHIP UTILITY PERMIT

Whereas Jefferson Township, McCook County, SD referred to as "Grantor", does now grant to TransCanada Keystone Pipeline, LP of 7509 Tiffany Springs Parkway, Northpointe Circle II, Suite 200; Kansas City, MO 64153, "Grantee," a utility permit to cross all roads necessary for the installation of the Keystone Pipeline.

The Grantor and Grantee specifically agree as follows:

1. The utility shall be placed at a minimum of 48 inches below the surface.
2. The utility shall be placed below the surface of any blacktop road by means of pipe or boring tool.
3. All trenches and excavations shall be carefully backfilled so as to eliminate settlement and the surface of the ground shall be returned to its original condition.
4. Grantor shall not be responsible or liable for any costs in connection with the placement or the maintenance of the utility.
5. If Grantor chooses to excavate in the area where the utility is located, Grantee shall move the utility at its own expense and upon Grantor's request to do so.
6. No above ground structures shall be placed in the road right of way without written permission of the Grantor.
7. Grantee shall pay a fee as follows:
Crossing fee, per road crossing or section line - \$300 each.

Dated: Oct 9, 08

Dated: 10-6-2008

Grantor:

Grantee:

By: William Smith

By: Mark F. Wattier

Chairman
McCook Co Commission

Mark F. Wattier, Senior Land Agent
TransCanada Keystone Pipeline, LP
Utility & Representative

NOTE: See attached sheet for summary of township roads.

KEYSTONE PIPELINE PROJECT

JEFFERSON TOWNSHIP, McCOOK COUNTY

LIST OF TOWNSHIP ROADS FOR UTILITY PERMIT

430TH AVENUE – East Half – This road is claimed and maintained by Jefferson TWP.

258TH STREET

259TH STREET

260TH STREET

262ND STREET – North Half

NOTE: STATE ROADS ARE NOT INCLUDED AS THE STATE ISSUES PERMITS TO CROSS THEIR ROADS.

BRIDGEWATER TOWNSHIP UTILITY PERMIT

Whereas Bridgewater Township, McCook County, SD referred to as "Grantor", does now grant to TransCanada Keystone Pipeline, LP of 7509 Tiffany Springs Parkway, Northpointe Circle II, Suite 200; Kansas City, MO 64153, "Grantee," a utility permit to cross all roads necessary for the installation of the Keystone Pipeline.

The Grantor and Grantee specifically agree as follows:

1. The utility shall be placed at a minimum of 48 inches below the surface.
2. The utility shall be placed below the surface of any blacktop road by means of pipe or boring tool.
3. All trenches and excavations shall be carefully backfilled so as to eliminate settlement and the surface of the ground shall be returned to its original condition.
4. Grantor shall not be responsible or liable for any costs in connection with the placement or the maintenance of the utility.
5. If Grantor chooses to excavate in the area where the utility is located, Grantee shall move the utility at its own expense and upon Grantor's request to do so.
6. No above ground structures shall be placed in the road right of way without written permission of the Grantor.
7. Grantee shall pay a fee as follows:
Crossing fee, per road crossing or section line - \$300 each.

Dated: Oct 7, 08

Dated: 10 - 6 - 2008

Grantor:

Grantee:

By: William Smith

By: Mark F. Wattier

Chairman
McCook County Commission

Mark F. Wattier, Senior Land Agent
TransCanada Keystone Pipeline, LP
Utility & Representative

NOTE: See attached sheet for summary of township roads:

KEYSTONE PIPELINE PROJECT

BRIDGEWATER TOWNSHIP, McCOOK COUNTY

LIST OF TOWNSHIP ROADS FOR UTILITY PERMIT

262nd STREET – South Half

263rd STREET

264th STREET

266th STREET

267th STREET

268th STREET – North Half

NOTE: STATE ROADS ARE NOT INCLUDED AS THE STATE ISSUES PERMITS TO CROSS THEIR ROADS.

Haul Route Agreement

THIS AGREEMENT, made and entered into this 16th day of September, 2008, by and between Johns County, ("County"), and Travis Cawick DeStene ("Contractor").
Traylor, LP

WHEREAS, the Contractor plans to use county roads in transporting any item, including but not limited to products, equipment, materials, and/or supplies over county roads; and

WHEREAS, the County is responsible for constructing, altering, improving, and maintaining county roads under the supervision and direction of the Public Works Director and/or the County Engineer; and

WHEREAS, the County and the Contractor anticipate that as a result of the Contractor's use of County roads, accelerated deterioration may occur. Thus, repairs or improvements may be required and additional maintenance expenses may be incurred by the County; and

NOW, THEREFORE, in consideration of the terms, conditions, and covenants contained herein, it is mutually agreed as follows:

1. PURPOSE:

This Haul Route Agreement shall be completed for existing, new, and expanded hauling operations that may cause accelerated deterioration of county roads. These hauling operations shall include but not be limited to: contractors and developers.

2. DEFINITIONS:

A. Additional Maintenance. "Additional Maintenance" means grading, reshaping, repair, and/or modification performed on County roads in excess of the same operations performed as routine maintenance by the County.

B. County Road. "County Road" means a street, road, or other public way, including shoulders, designated for the purpose of vehicular traffic and under the jurisdiction of the County.

C. Haul Road. "Haul Road" means any County road, bridge, or other structure which is used for transporting items including, but not limited to products, equipment, materials, and/or supplies and as a result incurs deterioration.

D. Haul Route. "Haul Route" means the system of haul roads between a source site and the destination and/or the source site and the nearest major intersection as determined by the County.

E. Improvements. "Improvements" mean roadway improvements required by the Director because of the Contractor's use of the haul road.

3. GENERAL AGREEMENT AS TO ROAD USE:

The Contractor understands and agrees that, although the haul roads covered by this Agreement are on the County Road System and are subject to normal traffic use the Contractor, by virtue of its use of the road as a haul route, assumes responsibility for additional maintenance and signing costs on such roads resulting from its use of such roads as a haul route.

The County hereby agrees to the Contractor's use of the haul roads covered by this Agreement subject to the conditions contained herein. The Contractor shall be responsible for obtaining any other permits or licenses which the County or any other governmental entity may require to operate or move its vehicles on county roads. This Agreement shall not serve to relieve any operator of a Contractor's vehicle from complying with applicable speed limits, weight restrictions, or other posted restrictions.

Any improvements to or widening of the road necessitated by the Contractor's operations, including modification of roadway approaches to accommodate transport vehicles, shall be considered incidental to the hauling performed, shall be made at the Contractor's sole expense unless otherwise authorized in addendum to this Agreement. Any such improvement shall be authorized by County permit.

4. GENERAL TERMS:

a. Compliance with Laws and Regulations

The Contractor shall comply with all Federal, State, and local laws and regulations.

b. Severability

If any portion of this Agreement is held invalid it shall have no effect upon the validity of the remaining portions of this Agreement.

c. Scope and Construction of Terms

The definitions in this Agreement shall control the meaning of terms used herein. Where no definition is expressly stated herein, a term shall have that meaning clearly indicated by, or reasonably implied from, the context in which such term is used.

d. Notification

All notices and oral or written communications relating to this agreement may be forwarded to:

On behalf of the County:

Gideon J. Stein, Chair

On behalf of the TRANSCANADA KEYSTONE PIPELINE, LP, by its agent, TC OIL PIPELINE OPERATIONS INC.

Kerwin Kostad
Keystone Pipeline Project
7509 NW Tiffany Springs Parkway Suite 200
Kansas City, MO 64153

IN WITNESS WHEREOF, the Parties hereto executed this Haul Route Agreement as of the first date hereinabove written.

TRANSCANADA KEYSTONE PIPELINE, L.P. By
Its Agent, TC OIL PIPELINE OPERATIONS INC.

County

Signed: Lauri Newton
Name: Lauri Newton
Title: Asst Secretary

Signed: The chairman
signed with
Name: title at top of
page.
Title: _____

Signed: Kelly Jameson
Name: Kelly J. Jameson
Title: Secretary

GRANDVIEW TOWNSHIP UTILITY PERMIT

Whereas Grandview Township, Hutchinson County, SD referred to as 'Grantor', does now grant to TransCanada Keystone Pipeline, LP of 7509 Tiffany Springs Parkway, Northpointe Circle II, Suite 200; Kansas City, MO 64153, "Grantee," a utility permit to cross all roads necessary for the installation of the Keystone Pipeline.

The Grantor and Grantee specifically agree as follows:

1. The utility shall be placed at a minimum of 48 inches below the surface.
2. The utility shall be placed below the surface of any blacktop road by means of pipe or boring tool.
3. All trenches and excavations shall be carefully backfilled so as to eliminate settlement and the surface of the ground shall be returned to its original condition.
4. Grantor shall not be responsible or liable for any costs in connection with the placement or the maintenance of the utility.
5. If Grantor chooses to excavate in the area where the utility is located, Grantee shall move the utility at its own expense and upon Grantor's request to do so.
6. No above ground structures shall be placed in the road right of way without written permission of the Grantor.
7. Grantee shall pay a fee as follows:
Crossing fee, per road crossing or section line - \$300 each.

Dated: 10-7-08

Dated: 10-10-08

Grantor:

Grantee:

By: Charles Amos

By: Bill Kennedy

Chairman
Township Board
Of Supervisors

Bill Kennedy, Senior Land Agent
TransCanada Keystone Pipeline, LP

Utility & Representative

KEYSTONE PIPELINE PROJECT

GRANDVIEW TOWNSHIP, HUTCHINSON COUNTY, SD

LIST OF TOWNSHIP ROADS FOR UTILITY CROSSING PERMIT

277TH STREET

434TH AVENUE

NOTE: COUNTY AND STATE ROADS ARE NOT INCLUDED AS THE COUNTY AND STATE ISSUE PERMITS TO CROSS THEIR ROADS.

Haul Route Agreement

THIS AGREEMENT, made and entered into this 10th day of October, 2008, by and between Granby Township, ("Township"), and TransCanada Keystone Pipeline, L.P. ("Contractor").

WHEREAS, the Contractor plans to use township roads in transporting any item, including but not limited to products, equipment, materials, and/or supplies over township roads; and

WHEREAS, the Township is responsible for constructing, altering, improving, and maintaining township roads under the supervision and direction of the Public Works Director and/or the Township Engineer; and

WHEREAS, the Township and the Contractor anticipate that as a result of the Contractor's use of Township roads, accelerated deterioration may occur. Thus, repairs or improvements may be required and additional maintenance expenses may be incurred by the Township; and

NOW, THEREFORE, in consideration of the terms, conditions, and covenants contained herein, it is mutually agreed as follows:

1. PURPOSE:

This Haul Route Agreement shall be completed for existing, new, and expanded hauling operations that may cause accelerated deterioration of township roads. These hauling operations shall include but not be limited to: contractors and developers.

2. DEFINITIONS:

A. Additional Maintenance. "Additional Maintenance" means grading, reshaping, repair, and/or modification performed on Township roads in excess of the same operations performed as routine maintenance by the Township.

B. Township Road. "Township Road" means a street, road, or other public way, including shoulders, designated for the purpose of vehicular traffic and under the jurisdiction of the Township.

C. Haul Road. "Haul Road" means any Township road, bridge, or other structure which is used for transporting items including, but not limited to products, equipment, materials, and/or supplies and as a result incurs deterioration.

D. Haul Route. "Haul Route" means the system of haul roads between a source site and the destination and/or the source site and the nearest major intersection as determined by the Township.

E. Improvements. "Improvements" mean roadway improvements required by the Director because of the Contractor's use of the haul road.

3. GENERAL AGREEMENT AS TO ROAD USE:

The Contractor understands and agrees that, although the haul roads covered by this Agreement are on the Township Road System and are subject to normal traffic use the Contractor, by virtue of its use of the road as a haul route, assumes responsibility for additional maintenance and signing costs on such roads resulting from its use of such roads as a haul route.

The Township hereby agrees to the Contractor's use of the haul roads covered by this Agreement subject to the conditions contained herein. The Contractor shall be responsible for obtaining any other permits or licenses which the Township or any other governmental entity may require to operate or move its vehicles on township roads. This Agreement shall not serve to relieve any operator of a Contractor's vehicle from complying with applicable speed limits, weight restrictions, or other posted restrictions.

Any improvements to or widening of the road necessitated by the Contractor's operations, including modification of roadway approaches to accommodate transport vehicles, shall be considered incidental to the hauling performed, shall be made at the Contractor's sole expense unless otherwise authorized in addendum to this Agreement. Any such improvement shall be authorized by Township permit.

4. GENERAL TERMS:

a. Compliance with Laws and Regulations

The Contractor shall comply with all Federal, State, and local laws and regulations.

b. Severability

If any portion of this Agreement is held invalid it shall have no effect upon the validity of the remaining portions of this Agreement.

c. Scope and Construction of Terms

The definitions in this Agreement shall control the meaning of terms used herein. Where no definition is expressly stated herein, a term shall have that meaning clearly indicated by, or reasonably implied from, the context in which such term is used.

d. Notification

All notices and oral or written communications relating to this agreement may be forwarded to:

On behalf of the Township:

Bruce L. Hofer
Chairman

Charles Amen

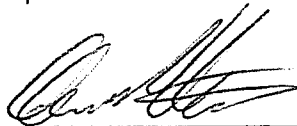
On behalf of the TRANSCANADA KEYSTONE PIPELINE, LP, by its agent, TC OIL PIPELINE OPERATIONS INC.

Kerwin Kostad
Keystone Pipeline Project
7509 NW Tiffany Springs Parkway Suite 200
Kansas City, MO 64153

IN WITNESS WHEREOF, the Parties hereto executed this Haul Route Agreement as of the first date hereinabove written.

~~TRANSCANADA KEYSTONE PIPELINE, LP, By~~
~~Its Agent, TC OIL PIPELINE OPERATIONS INC.~~
Township

Township

Signed: 


Name: Parnell Tschetter

Title: Township

Signed: 


Name: Charles Amen

Title: Chairman

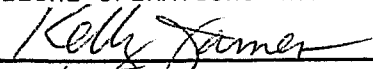
Signed: 

Name: Treas.

Title: Township


Lauri Newton
asst. Secretary

TRANSCANADA KEYSTONE PIPELINE, LP,
by its agent: TC OIL PIPELINE OPERATIONS INC.


Kelly Jameson
Secretary

VALLEY TOWNSHIP UTILITY PERMIT

Whereas Valley Township, Hutchinson County, SD referred to as 'Grantor', does now grant to TransCanada Keystone Pipeline, LP of 7509 Tiffany Springs Parkway, Northpointe Circle II, Suite 200; Kansas City, MO 64153, "Grantee," a utility permit to cross all roads necessary for the installation of the Keystone Pipeline.

The Grantor and Grantee specifically agree as follows:

1. The utility shall be placed at a minimum of 48 inches below the surface.
2. The utility shall be placed below the surface of any blacktop road by means of pipe or boring tool.
3. All trenches and excavations shall be carefully backfilled so as to eliminate settlement and the surface of the ground shall be returned to its original condition.
4. Grantor shall not be responsible or liable for any costs in connection with the placement or the maintenance of the utility.
5. If Grantor chooses to excavate in the area where the utility is located, Grantee shall move the utility at its own expense and upon Grantor's request to do so.
6. No above ground structures shall be placed in the road right of way without written permission of the Grantor.
7. Grantee shall pay a fee as follows:
Crossing fee, per road crossing or section line - \$300 each.

Dated: 10-9-08

Dated:

Grantor:

Grantee:

By: Dale Neuharth

By: Bill Kennedy

Chairman
Township Board
Of Supervisors

Bill Kennedy, Senior Land Agent
TransCanada Keystone Pipeline, LP

Utility & Representative

KEYSTONE PIPELINE PROJECT

VALLEY TOWNSHIP, HUTCHINSON COUNTY, SD

LIST OF TOWNSHIP ROADS FOR UTILITY CROSSING PERMIT

285TH STREET

283RD STREET

436TH AVENUE

281ST STREET

280TH STREET

279TH STREET

NOTE: COUNTY AND STATE ROADS ARE NOT INCLUDED AS THE COUNTY AND STATE ISSUE PERMITS TO CROSS THEIR ROADS.

Haul Route Agreement

THIS AGREEMENT, made and entered into this 9th day of October, 2008 by and between Valley Township, ("Township"), and Trans Canada ("Contractor").
Raymond Roberts, C.P.

WHEREAS, the Contractor plans to use township roads in transporting any item, including but not limited to products, equipment, materials, and/or supplies over township roads; and

WHEREAS, the Township is responsible for constructing, altering, improving, and maintaining township roads under the supervision and direction of the Public Works Director and/or the Township Engineer; and

WHEREAS, the Township and the Contractor anticipate that as a result of the Contractor's use of Township roads, accelerated deterioration may occur. Thus, repairs or improvements may be required and additional maintenance expenses may be incurred by the Township; and

NOW, THEREFORE, in consideration of the terms, conditions, and covenants contained herein, it is mutually agreed as follows:

1. PURPOSE:

This Haul Route Agreement shall be completed for existing, new, and expanded hauling operations that may cause accelerated deterioration of township roads. These hauling operations shall include but not be limited to: contractors and developers.

2. DEFINITIONS:

A. Additional Maintenance. "Additional Maintenance" means grading, reshaping, repair, and/or modification performed on Township roads in excess of the same operations performed as routine maintenance by the Township.

B. Township Road. "Township Road" means a street, road, or other public way, including shoulders, designated for the purpose of vehicular traffic and under the jurisdiction of the Township.

C. Haul Road. "Haul Road" means any Township road, bridge, or other structure which is used for transporting items including, but not limited to products, equipment, materials, and/or supplies and as a result incurs deterioration.

D. Haul Route. "Haul Route" means the system of haul roads between a source site and the destination and/or the source site and the nearest major intersection as determined by the Township.

E. Improvements. "Improvements" mean roadway improvements required by the Director because of the Contractor's use of the haul road.

3. GENERAL AGREEMENT AS TO ROAD USE:

The Contractor understands and agrees that, although the haul roads covered by this Agreement are on the Township Road System and are subject to normal traffic use the Contractor, by virtue of its use of the road as a haul route, assumes responsibility for additional maintenance and signing costs on such roads resulting from its use of such roads as a haul route.

The Township hereby agrees to the Contractor's use of the haul roads covered by this Agreement subject to the conditions contained herein. The Contractor shall be responsible for obtaining any other permits or licenses which the Township or any other governmental entity may require to operate or move its vehicles on township roads. This Agreement shall not serve to relieve any operator of a Contractor's vehicle from complying with applicable speed limits, weight restrictions, or other posted restrictions.

Any improvements to or widening of the road necessitated by the Contractor's operations, including modification of roadway approaches to accommodate transport vehicles, shall be considered incidental to the hauling performed, shall be made at the Contractor's sole expense unless otherwise authorized in addendum to this Agreement. Any such improvement shall be authorized by Township permit.

4. GENERAL TERMS:

a. Compliance with Laws and Regulations

The Contractor shall comply with all Federal, State, and local laws and regulations.

b. Severability

If any portion of this Agreement is held invalid it shall have no effect upon the validity of the remaining portions of this Agreement.

c. Scope and Construction of Terms

The definitions in this Agreement shall control the meaning of terms used herein. Where no definition is expressly stated herein, a term shall have that meaning clearly indicated by, or reasonably implied from, the context in which such term is used.

d. Notification

All notices and oral or written communications relating to this agreement may be forwarded to:

On behalf of the Township:

Dale Newarth

43189-282nd St

Freeman, S.D. 57059-6724

(605) 925-4145 ^{Call 261} (605) 7317

Norman Hoten
43439 279th St
Freeman, S.D. 57079
605 925 7466
Call 605 201 7106

Mike Schmitt
43650 281st St
Freeman, S.D.
605-925-7307

On behalf of the TRANSCANADA KEYSTONE PIPELINE, LP, by its agent, TC OIL PIPELINE OPERATIONS INC.

Kerwin Kostad
Keystone Pipeline Project
7509 NW Tiffany Springs Parkway Suite 200
Kansas City, MO 64153

IN WITNESS WHEREOF, the Parties hereto executed this Haul Route Agreement as of the first date hereinabove written.

TRANSCANADA KEYSTONE PIPELINE, LP, By
Its Agent, TC OIL PIPELINE OPERATIONS INC.

Township

Signed: *Lauri Newton*

Name: Lauri Newton

Title: Assistant Secretary

Signed: *Dale Newarth*

Name: Dale Newarth

Title: Chairman - Supervisor
Volley Township

Signed: *Kelly Jameson*

Name: Kelly J. Jameson

Title: Secretary

YANKTON COUNTY UTILITY PERMIT

Whereas Yankton County, SD referred to as "Grantor", does now grant to TransCanada Keystone Pipeline, LP of 7509 Tiffany Springs Parkway, Northpointe Circle II, Suite 200; Kansas City, MO 64153, "Grantee," a utility permit to cross all county roads necessary for the installation of the Keystone Pipeline.

The Grantor and Grantee specifically agree as follows:

1. The utility shall be placed at a minimum of 48 inches below the surface.
2. The utility shall be placed below the surface of any blacktop road by means of pipe or boring tool.
3. All trenches and excavations shall be carefully backfilled so as to eliminate settlement and the surface of the ground shall be returned to its original condition.
4. Grantor shall not be responsible or liable for any costs in connection with the placement or the maintenance of the utility.
5. If Grantor chooses to excavate in the area where the utility is located, Grantee shall move the utility at its own expense and upon Grantor's request to do so.
6. No above ground structures shall be placed in the county road right of way without written permission of the Grantor.
7. Grantee shall pay a fee as follows: *No fees charged*
~~Crossing fee, per road crossing or section line - \$300 each~~

Dated: 10-21-08

Grantor:

By: Allen R. Sullivan

Chairman
Yankton County Commission

Dated: 11-3-08

Grantee:

By: Bill Kennedy

Bill Kennedy, Senior Land Agent
TransCanada Keystone Pipeline, LP

Utility & Representative

KEYSTONE PIPELINE PROJECT

YANKTON COUNTY

LIST OF COUNTY ROADS FOR UTILITY CROSSING PERMIT

294TH STREET

NE JIM RIVER ROAD (Central Township)

300TH STREET (County Road 211)

302ND STREET (Central Township)

WHITING DRIVE

NOTE: LIST INCLUDES COUNTY ROADS AND UN-ORGANIZED TOWNSHIP ROADS MAINTAINED BY YANKTON COUNTY. STATE ROADS ARE NOT INCLUDED AS THEY ISSUE PERMITS TO CROSS THEIR ROADS.

JAMESVILLE TOWNSHIP UTILITY PERMIT

Whereas Jamesville Township, Yankton County, SD referred to as "Grantor", does now grant to TransCanada Keystone Pipeline, LP of 7509 Tiffany Springs Parkway, Northpointe Circle II, Suite 200; Kansas City, MO 64153, "Grantee," a utility permit to cross all county roads necessary for the installation of the Keystone Pipeline.

The Grantor and Grantee specifically agree as follows:

1. The utility shall be placed at a minimum of 48 inches below the surface.
2. The utility shall be placed below the surface of any blacktop road by means of pipe or boring tool.
3. All trenches and excavations shall be carefully backfilled so as to eliminate settlement and the surface of the ground shall be returned to its original condition.
4. Grantor shall not be responsible or liable for any costs in connection with the placement or the maintenance of the utility.
5. If Grantor chooses to excavate in the area where the utility is located, Grantee shall move the utility at its own expense and upon Grantor's request to do so.
6. No above ground structures shall be placed in the county road right of way without written permission of the Grantor.
7. Grantee shall pay a fee as follows:
Crossing fee, per road crossing or section line - \$300 each.

Dated: 11-24-08

Dated: 11-25-08

Grantor:

Grantee:

By: Darwin Kirschner

By: Bill Kennedy

Chairman
Township Board
Of Supervisors

Bill Kennedy, Senior Land Agent
TransCanada Keystone Pipeline, LP

Utility & Representative

KEYSTONE PIPELINE PROJECT

JAMESVILLE TOWNSHIP, YANKTON COUNTY

LIST OF TOWNSHIP ROADS FOR UTILITY CROSSING PERMIT

438TH AVENUE

292ND STREET

293RD STREET

295TH STREET

NOTE: COUNTY AND STATE ROADS ARE NOT INCLUDED AS THE COUNTY AND STATE ISSUE PERMITS TO CROSS THEIR ROADS.

MISSION HILL "N" TOWNSHIP UTILITY PERMIT

Whereas Mission Hill "N" Township, Yankton County, SD referred to as 'Grantor', does now grant to TransCanada Keystone Pipeline, LP of 7509 Tiffany Springs Parkway, Northpointe Circle II, Suite 200; Kansas City, MO 64153, "Grantee," a utility permit to cross all roads necessary for the installation of the Keystone Pipeline.

The Grantor and Grantee specifically agree as follows:

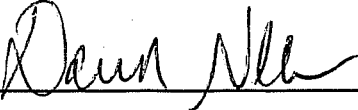
1. The utility shall be placed at a minimum of 48 inches below the surface.
2. The utility shall be placed below the surface of any blacktop road by means of pipe or boring tool.
3. All trenches and excavations shall be carefully backfilled so as to eliminate settlement and the surface of the ground shall be returned to its original condition.
4. Grantor shall not be responsible or liable for any costs in connection with the placement or the maintenance of the utility.
5. If Grantor chooses to excavate in the area where the utility is located, Grantee shall move the utility at its own expense and upon Grantor's request to do so.
6. No above ground structures shall be placed in the road right of way without written permission of the Grantor.
7. Grantee shall pay a fee as follows:
Crossing fee, per road crossing or section line - \$300 each.

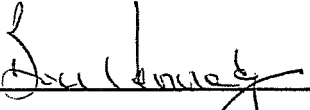
Dated: 10-18-08

Dated: 10-18-08

Grantor:

Grantee:

By: 

By: 

Chairman
Township Board
Of Supervisors

Bill Kennedy, Senior Land Agent
TransCanada Keystone Pipeline, LP

Utility & Representative

KEYSTONE PIPELINE PROJECT

MISSION HILL "N" TOWNSHIP, YANKTON COUNTY

LIST OF TOWNSHIP ROADS FOR UTILITY CROSSING PERMIT

304TH STREET

306TH STREET

441ST AVENUE

307TH STREET

308TH STREET

309TH STREET A/K/A 39TH STREET

NOTE: COUNTY AND STATE ROADS ARE NOT INCLUDED AS THE COUNTY AND STATE ISSUE PERMITS TO CROSS THEIR ROADS.

Haul Route Agreement

THIS AGREEMENT, made and entered into this 18 day of Oct, 2008, by and between Masson Hill North Township, ("Township"), and TransCanada ("Contractor"). Waystone Pipeline, L.P.

WHEREAS, the Contractor plans to use township roads in transporting any item, including but not limited to products, equipment, materials, and/or supplies over township roads; and

WHEREAS, the Township is responsible for constructing, altering, improving, and maintaining township roads under the supervision and direction of the Public Works Director and/or the Township Engineer; and

WHEREAS, the Township and the Contractor anticipate that as a result of the Contractor's use of Township roads, accelerated deterioration may occur. Thus, repairs or improvements may be required and additional maintenance expenses may be incurred by the Township; and

NOW, THEREFORE, in consideration of the terms, conditions, and covenants contained herein, it is mutually agreed as follows:

1. PURPOSE:

This Haul Route Agreement shall be completed for existing, new, and expanded hauling operations that may cause accelerated deterioration of township roads. These hauling operations shall include but not be limited to: contractors and developers.

2. DEFINITIONS:

A. Additional Maintenance. "Additional Maintenance" means grading, reshaping, repair, and/or modification performed on Township roads in excess of the same operations performed as routine maintenance by the Township.

B. Township Road. "Township Road" means a street, road, or other public way, including shoulders, designated for the purpose of vehicular traffic and under the jurisdiction of the Township.

C. Haul Road. "Haul Road" means any Township road, bridge, or other structure which is used for transporting items including, but not limited to products, equipment, materials, and/or supplies and as a result incurs deterioration.

D. Haul Route. "Haul Route" means the system of haul roads between a source site and the destination and/or the source site and the nearest major intersection as determined by the Township.

E. Improvements. "Improvements" mean roadway improvements required by the Director because of the Contractor's use of the haul road.

3. GENERAL AGREEMENT AS TO ROAD USE:

The Contractor understands and agrees that, although the haul roads covered by this Agreement are on the Township Road System and are subject to normal traffic use the Contractor, by virtue of its use of the road as a haul route, assumes responsibility for additional maintenance and signing costs on such roads resulting from its use of such roads as a haul route.

The Township hereby agrees to the Contractor's use of the haul roads covered by this Agreement subject to the conditions contained herein. The Contractor shall be responsible for obtaining any other permits or licenses which the Township or any other governmental entity may require to operate or move its vehicles on township roads. This Agreement shall not serve to relieve any operator of a Contractor's vehicle from complying with applicable speed limits, weight restrictions, or other posted restrictions.

Any improvements to or widening of the road necessitated by the Contractor's operations, including modification of roadway approaches to accommodate transport vehicles, shall be considered incidental to the hauling performed, shall be made at the Contractor's sole expense unless otherwise authorized in addendum to this Agreement. Any such improvement shall be authorized by Township permit.

4. GENERAL TERMS:

a. Compliance with Laws and Regulations

The Contractor shall comply with all Federal, State, and local laws and regulations.

b. Severability

If any portion of this Agreement is held invalid it shall have no effect upon the validity of the remaining portions of this Agreement.

c. Scope and Construction of Terms

The definitions in this Agreement shall control the meaning of terms used herein. Where no definition is expressly stated herein, a term shall have that meaning clearly indicated by, or reasonably implied from, the context in which such term is used.

d. Notification

All notices and oral or written communications relating to this agreement may be forwarded to:

On behalf of the Township:

Darrell Nelson 44023 30855E, Gundersen, SD 57046

Dan Haecky - 30463 NE 5th Ave. Re. Mission Hill, SD 57046

Keith W Williams 44584 30855 SE Mission Hill, SD 57046

Tina Gunderson 30933 444 Ave. Mission Hill, SD 57046

On behalf of the TRANSCANADA KEYSTONE PIPELINE, LP, by its agent, TC OIL PIPELINE OPERATIONS INC.

IN WITNESS WHEREOF, the Parties hereto executed this Haul Route Agreement as of the first date hereinabove written.

TRANSCANADA KEYSTONE PIPELINE, LP, By
Its Agent, TC OIL PIPELINE OPERATIONS INC.

Township

Signed: Darrell Nelson

Signed: Keith W. Williams

Name: Darrell Nelson

Name: Keith W. Williams

Title: Chairman Township Board
of Supervisors
Mission Hill "N"

Title: Board of Supervisors
Mission Hill "N" Township

Signed: _____

Name: _____

Title: _____

APPLICATION FOR OCCUPANCY
ON
RIGHT-OF-WAY OF COUNTY HIGHWAYS

TO: The Board of County Commissioners of Yankton County, Yankton, South Dakota
Application is made by Kkeystone Pipeline occupancy of County Highway
Number: _____ in Section: 29 Township: 94N Range: 55 W in
Yankton County, South Dakota. PHYSICAL LOCATION IS: 307 Street

A sketch showing location is attached.

All hard-surfaced roads shall be bored from toe of in slope to toe of in slope.

Minimum depth of cable shall be five (5) feet, three (3) feet in ditch bottom.

Exceptions shall be obtained in writing from the Highway Superintendent or the
Chairman of the Board of County Commissioners.

The following information is pertinent to the proposed installation:

- 1. Intended usage: drive way approach
- 2. Cable size and type _____
- 3. Method of installation: _____

AGREEMENTS:

The applicant agrees that the following stipulations shall govern under this permit.

1. The applicant will at any time subsequent to placing the cable, pipe line, or tile line, and at his own expense, relay, re-construct or encase any lines as may become necessary to conform to new grades, alignments or widening right-of-way resulting from maintenance or construction operations by the Board of County Commissioners irrespective of whether or not additional right-of-way is acquired in connection with such highway improvement. The applicant agrees to do this promptly on order of the Board of Commissioners and without cost to the County. If the applicant is unable to comply promptly, the Board of County Commissioners may cause the work to be done and the applicant will pay the cost thereof, upon receipt of statement.

2. The County and the Board of County Commissioners assume no responsibility for damages to the applicant's property occasioned by any construction of maintenance operations on said highways including new or additional right-of-way acquired in connection therewith, subsequent to the building of the said pipe line, conduit or tile line.

3. The applicant shall take all reasonable precautions during the construction of said cable, pipeline, or tile line to protect and safeguard the lives and property of the traveling public and adjacent property owners and shall save the County and the County Board of Commissioners harmless of any damage or losses that may be sustained by the traveling public or adjacent property owners on account of such construction operations.

4. Operations in the construction and maintenance of said cable, pipe line, or tile line shall be carried on in such a manner as not to interfere with, or interrupt traffic on said highway.

Form No. YC200 (cont'd)

5. The applicant shall hold the County and Board of County Commissioners harmless from any damage that may result to said highway because of the construction or maintenance of said cable, pipeline, tile line, and shall reimburse the County of the County Board of Commissioners for any expenditures that the County or the County Board of Commissioners may have to make on said highway due to applicant's cable, pipe line, or tile line having been constructed thereon.


6. This permit is subject to any laws now in effect or any laws which may be hereafter enacted.

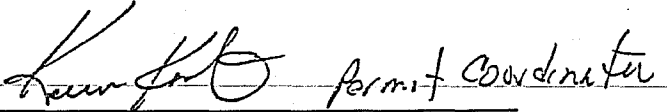
7. This application is subject to all the rules and regulations of the County Board of Commissioners and to relocation by the Board of Commissioners at any time, when in the judgment of the Board it is necessary in the improvement of maintenance of the highway or for other reasonable cause. And in such event the applicant hereby agrees to remove all applicants' property from said right-of-way without delay and without cost to the County.

Submitted:

By:

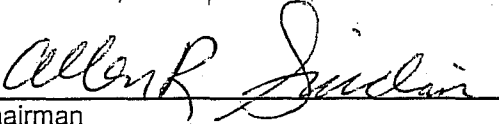
Recommended for Approval


Alan Sorensen
County Highway Superintendent


Permit Coordinator
Applicant Signature

Co-Applicant Signature

Approved: 11-6-08


Chairman
Board of County Commissioners
Yankton, South Dakota

Cable Company Job Number: _____

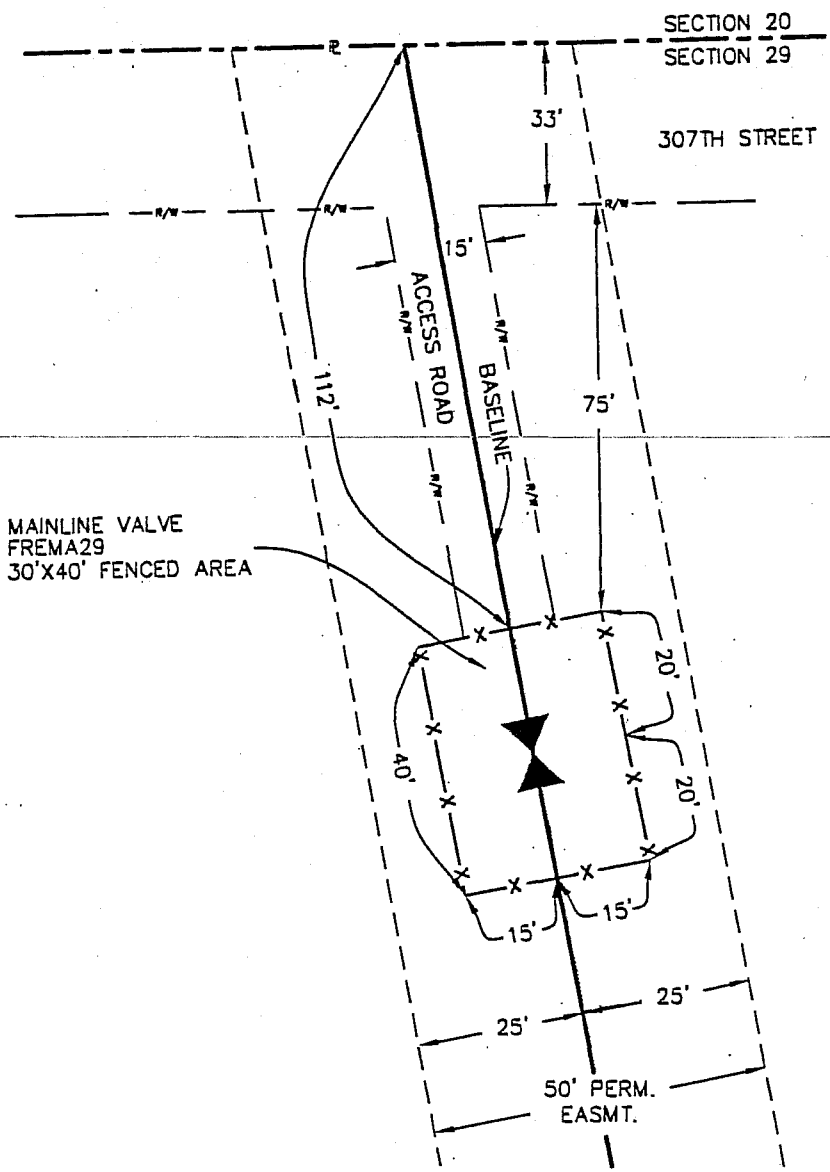
LEGEND:

- P/L PIPELINE
- PG. PAGE
- R PROPERTY LINE
- ADD. ADDITIONAL
- EASMT. EASEMENT
- APPROX. APPROXIMATELY
- EXIST. EXISTING
- TEMP. TEMPORARY
- SEC. SECTION
- PERM. PERMANENT

YANKTON COUNTY, SOUTH DAKOTA

T-94-N, R-55-W, SECTION 29



O.R.Y.C.S.D. OFFICE OF THE RECORDER OF YANKTON COUNTY, SOUTH DAKOTA

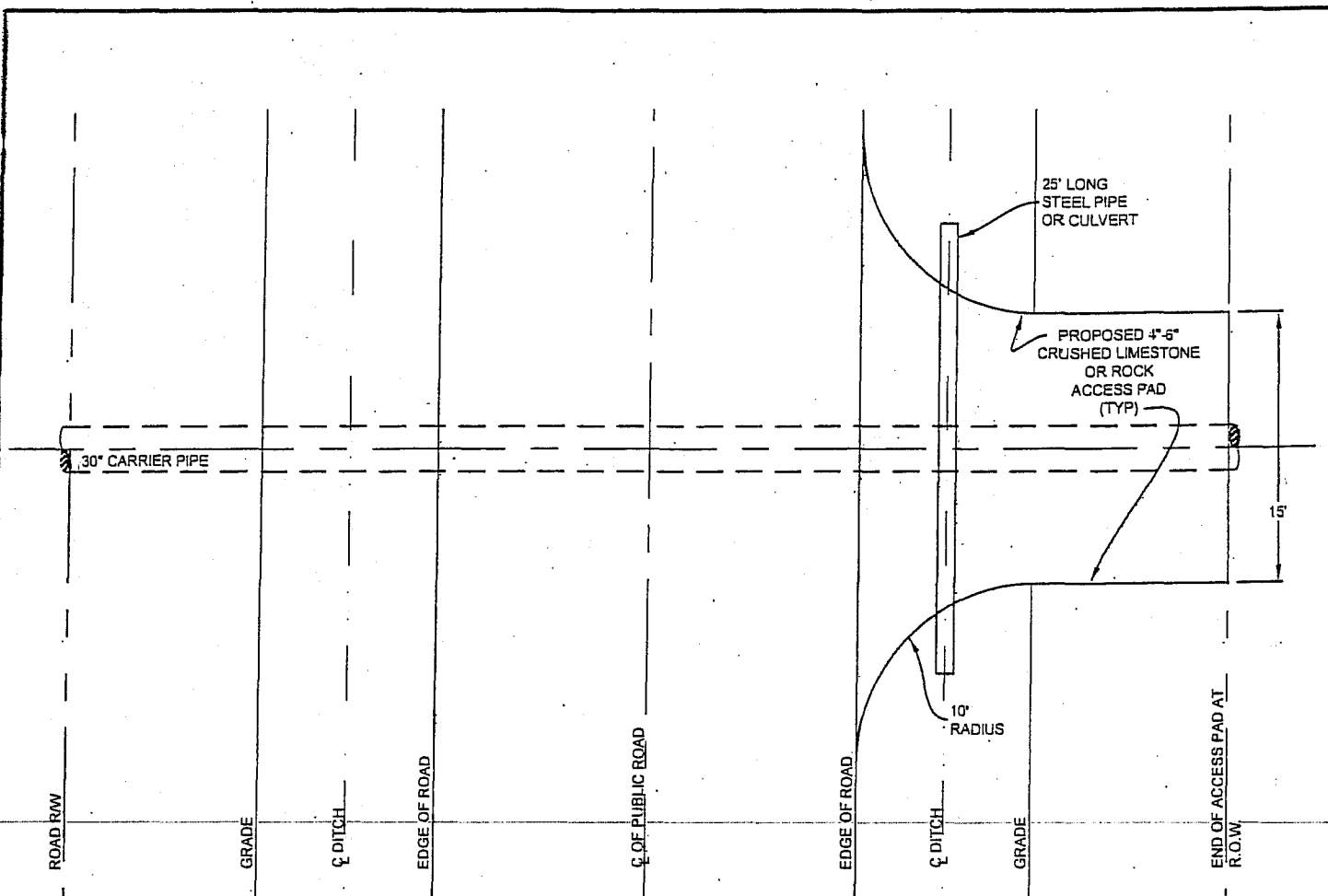


MAINLINE VALVE
FREMA29
30'X40' FENCED AREA

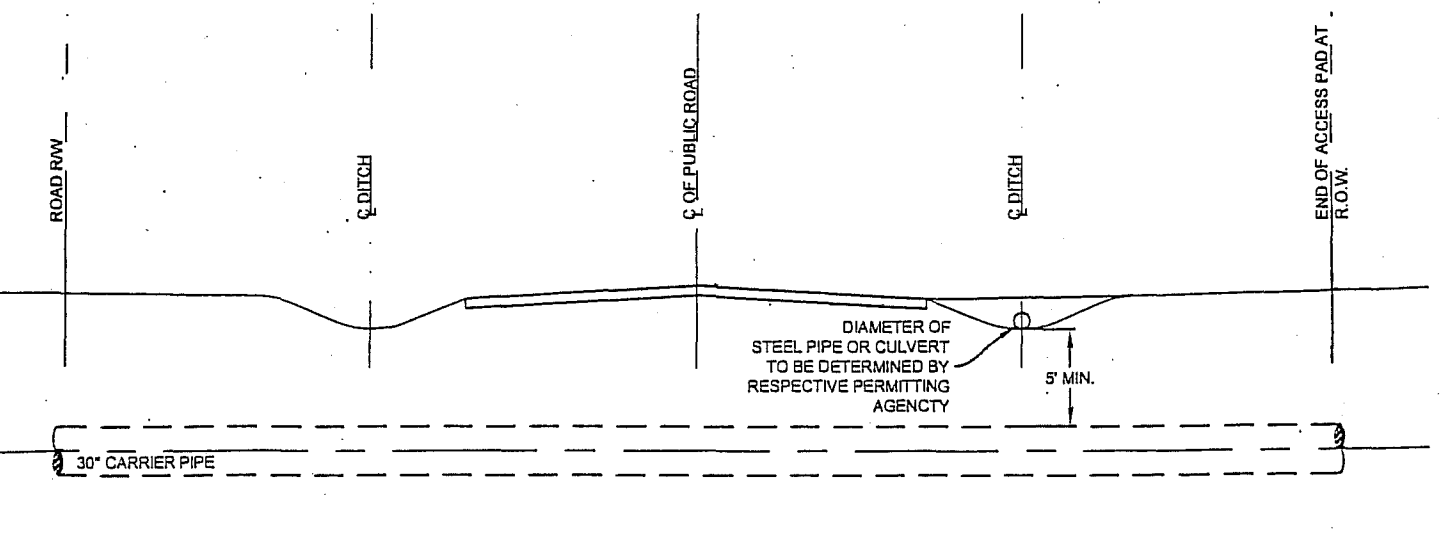
VALVE SITE AREA: APPROX. 0.1 ACRES
ACCESS ROAD: APPROX. 0.1 ACRES

NOTE:
THIS SKETCH DOES NOT MEET THE MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS. IT WAS NOT DERIVED FROM AN ON THE GROUND SURVEY.

			 TransCanada <i>In business to deliver</i>	
			KEYSTONE PIPELINE PROJECT	
NO.	REVISION	DATE	EASEMENT AREA ACROSS THE PROPERTY OF FLORENCE L. LEE ML-SD-YA-0991.0000 PROJECT: _____ EXHIBIT A	
3	APPROVED IN KC	09/24/07		
4	ISSUED FOR ACQUISITION	09/24/07		
5	ADDED VALVE SITE	02/15/08		
6	ADDED VALVE SITE	05/15/08		
7	RE-APPROVED IN KC	05/18/08		



TYPICAL PLAN



TYPICAL SECTION

NOTE:

- FOR PERMANENT TURNOUTS, THE DIAMETER AND TYPE OF CULVERT TO BE IN ACCORDANCE WITH STATE OR COUNTY REQUIREMENTS.

NO.	REVISION	DATE



KEYSTONE PIPELINE PROJECT

TYPICAL TURNOUT FROM PUBLIC ROAD

APPLICATION FOR OCCUPANCY
ON
RIGHT-OF-WAY OF COUNTY HIGHWAYS

TO: The Board of County Commissioners of Yankton County, Yankton, South Dakota
Application is made by Kkeystone Pipeline occupancy of County Highway
Number: _____ in Section: 23 Township: 96N Range: 56 W in
Yankton County, South Dakota. PHYSICAL LOCATION IS: 294 Street

A sketch showing location is attached.

All hard-surfaced roads shall be bored from toe of in slope to toe of in slope.

Minimum depth of cable shall be five (5) feet, three (3) feet in ditch bottom.

Exceptions shall be obtained in writing from the Highway Superintendent or the
Chairman of the Board of County Commissioners.

The following information is pertinent to the proposed installation:

- 1. Int'ended usage: drive way approach
- 2. Cable size and type _____
- 3. Method of installation: _____

AGREEMENTS:

The applicant agrees that the following stipulations shall govern under this permit.

1. The applicant will at any time subsequent to placing the cable, pipe line, or tile line, and at his own expense, relay, re-construct or encase any lines as may become necessary to conform to new grades, alignments or widening right-of-way resulting from maintenance or construction operations by the Board of County Commissioners irrespective of whether or not additional right-of-way is acquired in connection with such highway improvement. The applicant agrees to do this promptly on order of the Board of Commissioners and without cost to the County. If the applicant is unable to comply promptly, the Board of County Commissioners may cause the work to be done and the applicant will pay the cost thereof, upon receipt of statement.

2. The County and the Board of County Commissioners assume no responsibility for damages to the applicant's property occasioned by any construction of maintenance operations on said highways including new or additional right-of-way acquired in connection therewith, subsequent to the building of the said pipe line, conduit or tile line.

3. The applicant shall take all reasonable precautions during the construction of said cable, pipeline, or tile line to protect and safeguard the lives and property of the traveling public and adjacent property owners and shall save the County and the County Board of Commissioners harmless of any damage or losses that may be sustained by the traveling public or adjacent property owners on account of such construction operations.

4. Operations in the construction and maintenance of said cable, pipe line, or tile line shall be carried on in such a manner as not to interfere with, or interrupt traffic on said highway.

Form No. YC200 (cont'd)

5. The applicant shall hold the County and Board of County Commissioners harmless from any damage that may result to said highway because of the construction or maintenance of said cable, pipeline, tile line, and shall reimburse the County of the County Board of Commissioners for any expenditures that the County or the County Board of Commissioners may have to make on said highway due to applicant's cable, pipe line, or tile line having been constructed thereon.

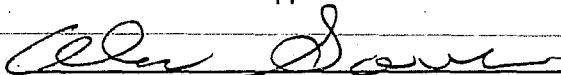
6. This permit is subject to any laws now in effect or any laws which may be hereafter enacted.

7. This application is subject to all the rules and regulations of the County Board of Commissioners and to relocation by the Board of Commissioners at any time, when in the judgment of the Board it is necessary in the improvement of maintenance of the highway or for other reasonable cause. And in such event the applicant hereby agrees to remove all applicants' property from said right-of-way without delay and without cost to the County.

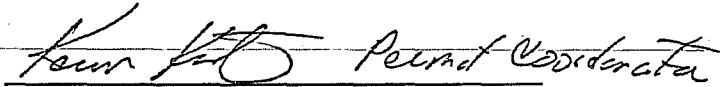
Submitted:

By:

Recommended for Approval



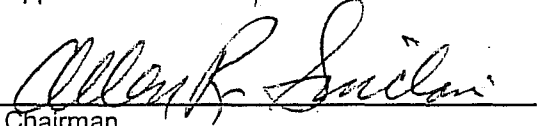
Alan Sorensen
County Highway Superintendent



Applicant Signature

Co-Applicant Signature

Approved: 11-6-08



Chairman
Board of County Commissioners
Yankton, South Dakota

Cable Company Job Number: _____

YANKTON COUNTY, SOUTH DAKOTA

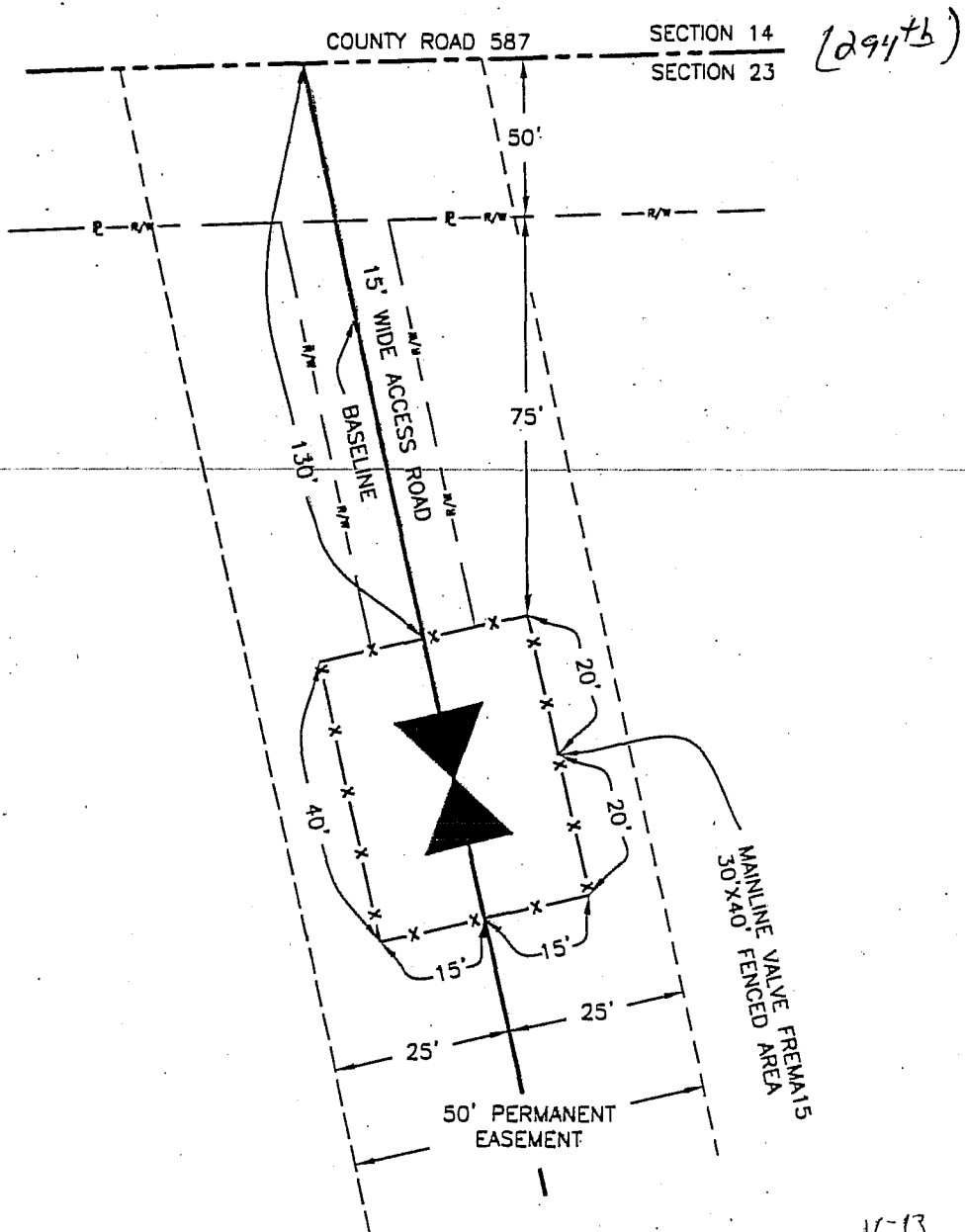
T-96-N, R-56-W, SECTION 23



LEGEND:

- P/L PIPELINE
- PG. PAGE
- P PROPERTY LINE
- ADD. ADDITIONAL
- EASMT. EASEMENT
- APPROX. APPROXIMATELY
- EXIST. EXISTING
- TEMP. TEMPORARY
- SEC. SECTION
- PERM. PERMANENT



O.R.Y.C.S.D OFFICE OF THE RECORDER OF YANKTON COUNTY, SOUTH DAKOTA

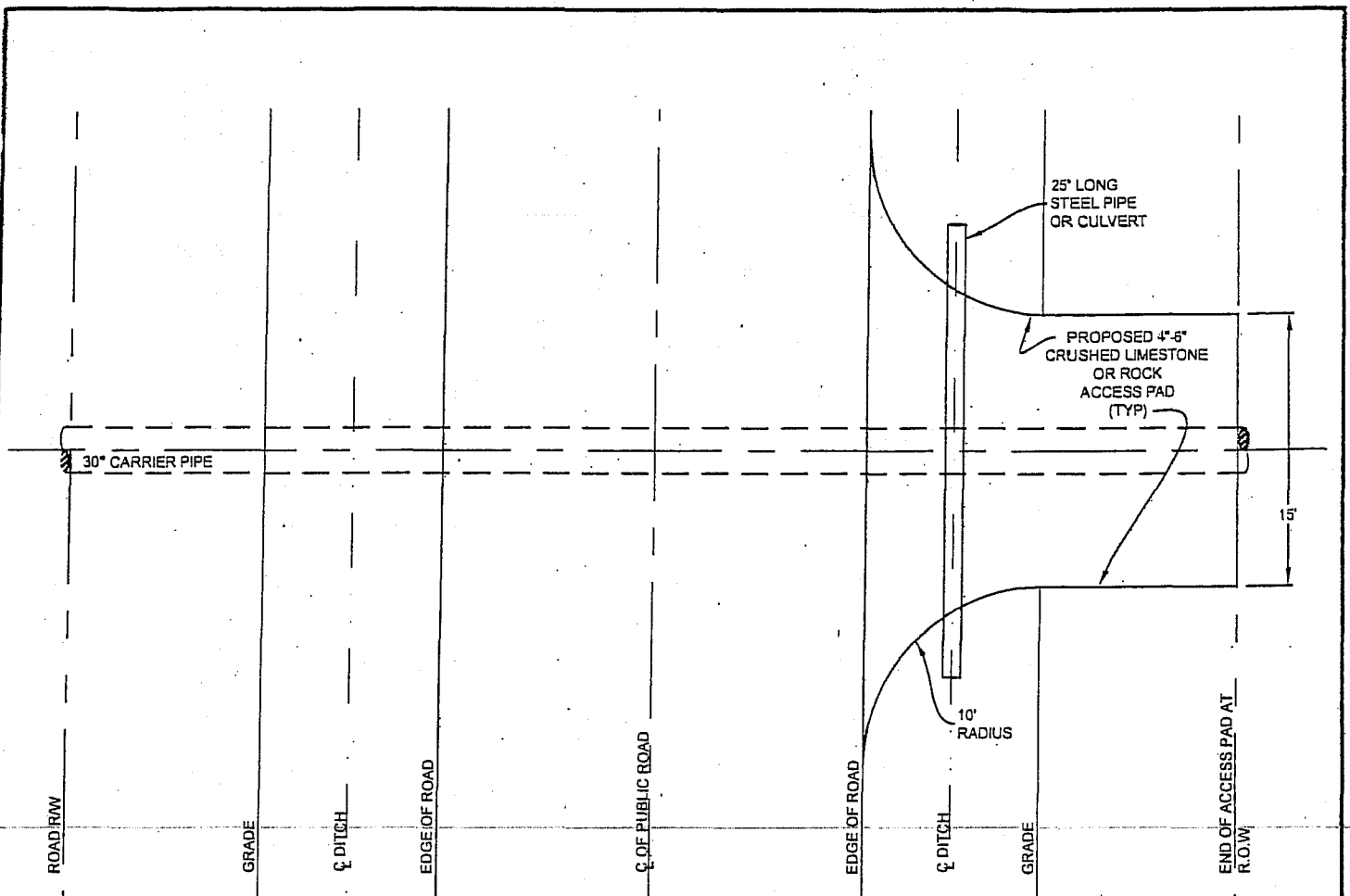


VALVE SITE AREA: APPROX. 0.1 ACRES
 ACCESS ROAD: APPROX. 0.1 ACRES

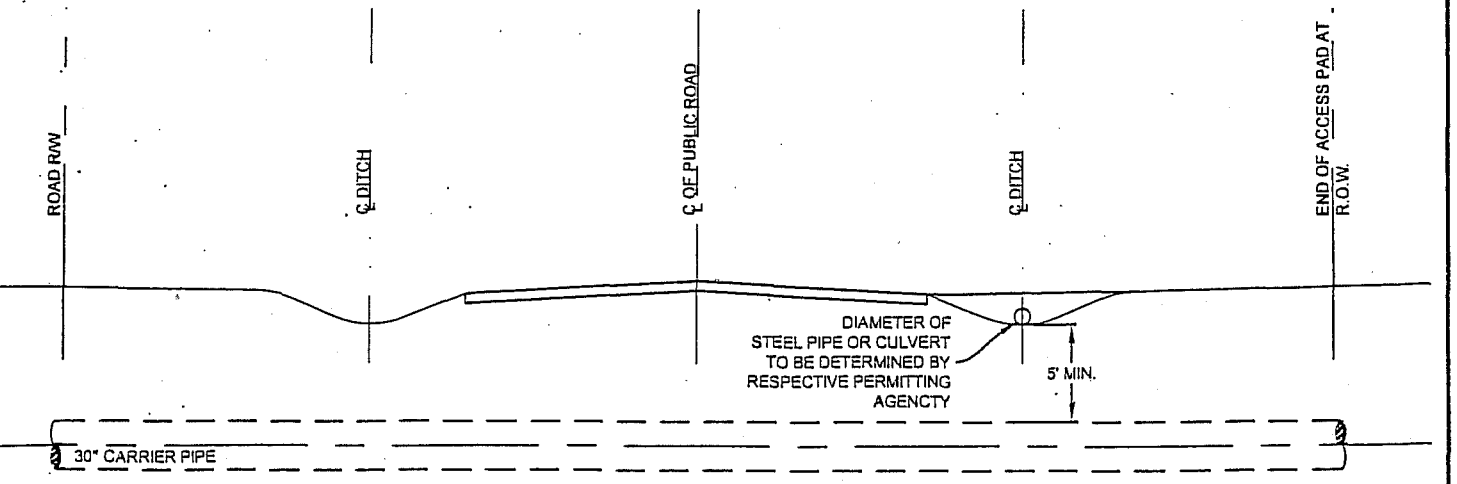
NOTE:
 THIS SKETCH DOES NOT MEET THE MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS. IT WAS NOT DERIVED FROM AN ON THE GROUND SURVEY.

V-13 SHEET 2 OF 2

			 TransCanada <i>In business to deliver</i>	
			KEYSTONE PIPELINE PROJECT	
NO.	REVISION	DATE	EASEMENT AREA ACROSS THE PROPERTY OF MUNKVOLD LAND & CATTLE COMPANY, INC. ML-SD-YA-0963.0000 PROJECT:	
11	REVISED VALVE SITE	05/28/08		
12	RE-APPROVED IN KC	05/30/08		
13	RE-ISSUED FOR ACQUISITION	06/04/08		
14	REVISED R.O.W.	06/11/08		
15	RE-APPROVED IN KC	06/12/08	EXHIBIT A	





TYPICAL PLAN



TYPICAL SECTION

NOTE:

- FOR PERMANENT TURNOUTS, THE DIAMETER AND TYPE OF CULVERT TO BE IN ACCORDANCE WITH STATE OR COUNTY REQUIREMENTS.

			 <p><i>In business to deliver</i></p>						
<table border="1"> <thead> <tr> <th>NO.</th> <th>REVISION</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>				NO.	REVISION	DATE			
NO.	REVISION	DATE							