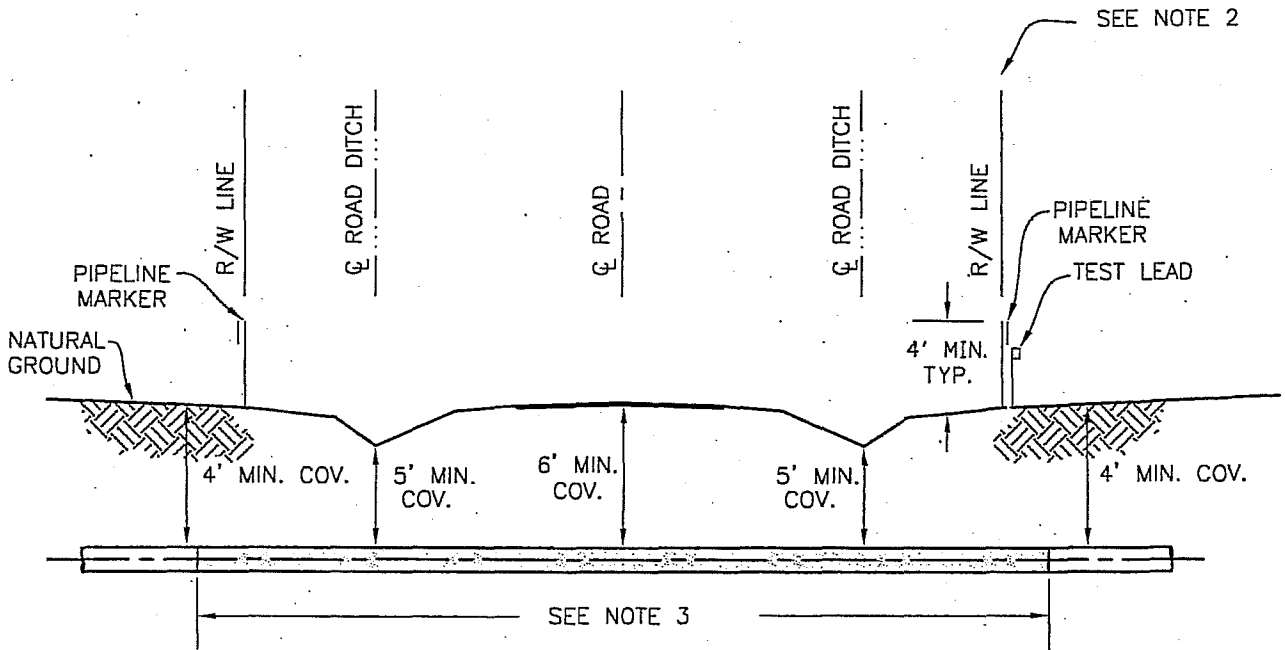

Telephone: (605) 448-5517 Tom Landreth Chairman Dayton
board of supervisors

103rd Street T128W-R59W- Sec 14423



PROFILE
N.T.S.

NOTES:

1. CROSSING SHALL BE CONSTRUCTED IN ACCORDANCE WITH PERMIT REQUIREMENTS.
2. BENDS SHALL NOT BE PERMITTED WITHIN THE ROAD R.O.W. THE PIPE SHALL HAVE A MINIMUM OF 4.0 FT. OF COVER EXCEPT UNDER ROAD DITCHES AS SHOWN.
3. MAXIMUM JOINT LENGTHS SHALL BE USED TO MINIMIZE NUMBER OF WELDS IN THE ROAD R.O.W.
4. CONTRACTOR TO NOTIFY RESPONSIBLE PERMITTING AUTHORITY PRIOR TO INSTALLATION.

PRODUCT: CRUDE OIL
 CARRIER PIPE: 30" O.D. X 0.515" W.T.,
 API 5LX-70 DSAW PIPE W/12 TO 14 MILS
 FUSION BONDED EPOXY AND
 26 MILS URETHANE EPOXY COATING
 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 TECHNIQUE.



TransCanada

In business to deliver

KEYSTONE PIPELINE PROJECT

TYPICAL BORED CROSSING OF
COUNTY ROAD BY UNCASSED PIPELINE

REVISIONS

NO.	DATE	DESCRIPTION	BY	CHKD	APPR

DRAWN BY: UEI	DATE: 12/19/07	APPROVED
CHKD. BY:	DATE:	ENGINEERING MANAGER
APPR. BY:	DATE:	DRAWING NO.
		REV.

APPLICATION FOR OCCUPANCY
OF TWP. ROAD AND RIGHT - OF - WAY

To: The township board of Dayton Township, Britton, South Dakota

Application is made by: Trans Canada Keystone Pipeline, LP for

Occupancy of: Section 11 + 14, Township 128N, Range 59W

Marshall County, South Dakota 102nd Street

A Sketch showing the approximate location and approximate elevation is to be attached.

The following information is pertinent to the proposed installation:

- 1. Intended usage: Crude Oil Pipeline
- 2. Size and Type: 30" Steel Pipe
- 3. Outside diameter: 30"
- 4. Method of installation: BORE

Applicant will ensure the township road and ditch will be properly restored to original condition and the necessary safety precautions will be taken during construction work. The work to be completed, if required in the future will be at no further expense to the township. The township board or their designate will determine, in good faith, when road and ditch are properly restored to original condition. Applicant will provide township with proof of liability coverage and shall hold township harmless from any claims arising from work done by applicant.

This installation will comply with the national safety code. A marker sign will be installed where appropriate.

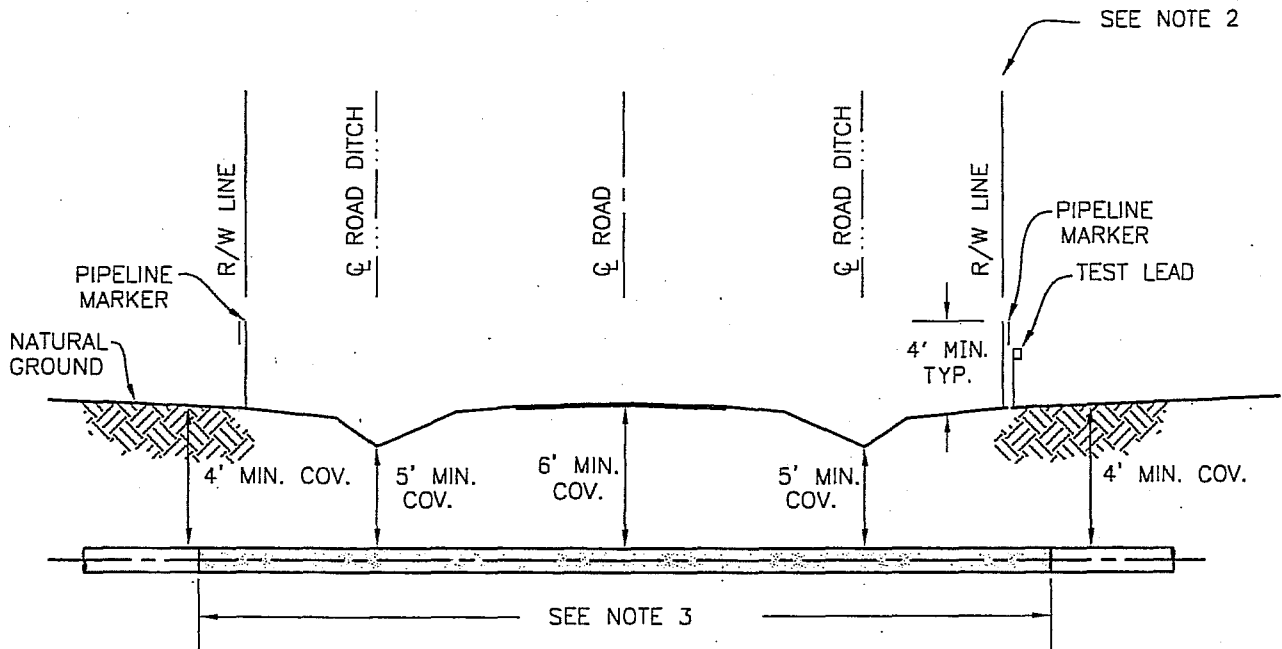
Recommended for Approval Submitted: TransCanada Keystone Pipeline
Roger Phillips 888-375-1375
 Universal Encco
 Engineer- Design Johanny Sellers

X Approved: Tom Landreth Chairman

X Township Board: Dennis Swenson

Telephone: (605) 448-5517 Tom Landreth, Chairman of Dayton Township
Board of Supervisors

102nd Street T 128N R 59W Sec. 11414



PROFILE
N.T.S.

NOTES:

1. CROSSING SHALL BE CONSTRUCTED IN ACCORDANCE WITH PERMIT REQUIREMENTS.
2. BENDS SHALL NOT BE PERMITTED WITHIN THE ROAD R.O.W. THE PIPE SHALL HAVE A MINIMUM OF 4.0 FT. OF COVER EXCEPT UNDER ROAD DITCHES AS SHOWN.
3. MAXIMUM JOINT LENGTHS SHALL BE USED TO MINIMIZE NUMBER OF WELDS IN THE ROAD R.O.W.
4. CONTRACTOR TO NOTIFY RESPONSIBLE PERMITTING AUTHORITY PRIOR TO INSTALLATION.

PRODUCT: CRUDE OIL
 CARRIER PIPE: 30"O.D. X 0.515" W.T.,
 API 5LX-70 DSAW PIPE W/12 TO 14 MILS
 FUSION BONDED EPOXY AND
 26 MILS URÉTHANE EPOXY COATING
 MINIMUM TEST PRESSURE: 1,801 PSIG
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 CARRIER PIPE TO BE EXTERNALLY COATED
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 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 TECHNIQUE.



TransCanada
In business to deliver
KEYSTONE PIPELINE PROJECT

**TYPICAL BORED CROSSING OF
 COUNTY ROAD BY UNCASSED PIPELINE**

REVISIONS

NO.	DATE	DESCRIPTION	BY	CHKD	APPR

DRAWN BY: UEI	DATE: 12/19/07	APPROVED
CHKD. BY:	DATE:	ENGINEERING MANAGER
APPR. BY:	DATE:	DRAWING NO.
		REV.

APPLICATION FOR OCCUPANCY
OF TWP. ROAD AND RIGHT - OF - WAY

To: The township board of Dayton Township, ~~Britton~~ South Dakota
Application is made by: Trans Canada - Keystone Pipeline for
Occupancy of: Section N 2 W, Township 128 N, Range 59 W
Marshall County, South Dakota

100th ST

A Sketch showing the approximate location and approximate elevation is to be attached.

The following information is pertinent to the proposed installation:

1. Intended usage: Crude Oil Pipeline
2. Size and Type: 30" Steel Pipe
3. Outside diameter: 30"
4. Method of installation: Open Cut

Applicant will ensure the township road and ditch will be properly restored to original condition and the necessary safety precautions will be taken during construction work. The work to be completed, if required in the future will be at no further expense to the township. The township board or their designate will determine, in good faith, when road and ditch are properly restored to original condition. Applicant will provide township with proof of liability coverage and shall hold township harmless from any claims arising from work done by applicant.

This installation will comply with the national safety code. A marker sign will be installed where appropriate.

Recommended for Approval

Submitted: _____

Engineer- Design J.P. Sellen

Approved: _____

7-24-2008

Township Board: _____

Tom Landroth - supervisor
of Dayton twp.

Haul Route Agreement

THIS AGREEMENT, made and entered into this 28th day of AUGUST, 2008, by and between BATES Township, ("Township"), and Trans Canada Keystone Pipeline, Lt ("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:

TIM GEIST

HARLOW DOBBERPUHL

RON DOBBERPUHL

Kathy Dobberpuhl

395 6421

395 6441(E)

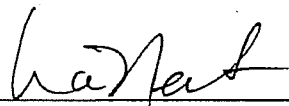
On behalf of the TRANSCANADA KEYSTONE PIPELINE, LP, by its agent, TC OIL PIPELINE OPERATIONS INC.

Kerwin Kostad
Keystone Pipeline Project
7509 NW Tiffany Springs Parkway Suite 200
Kansas City, MO 64153
Ph: 1-816-880-4609 ext. 133
Cell: 701-490-0987 Fax: 1-816-880-6612
email: kkostad@donellis-associates.com

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: 

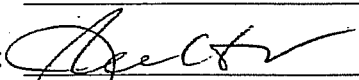
Name: Lauri Newton
Assistant Secretary

Title: _____

Signed: 

Name: TIM Geist

Title: Chair Man

Signed: 

Name: John Hunt
Land Manager

Title: _____

Haul Route Agreement

THIS AGREEMENT, made and entered into this 15th day of July, 2008 by and between Farmington Township, ("Township"), and Transwade 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:

[Signature]
David J. Tople

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

Keystone Pipeline Project
7509 NW Tiffany Springs Parkway
Northpointe Circle II, 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: *[Signature]*
Name: Lauri Newton
 Assistant Secretary
Title: _____

Signed: *[Signature]*
Name: David J. Tople
Title: _____

Signed: *[Signature]*
Name: Kelly J. Jameson
Title: Corporate Secretary

**APPLICATION FOR OCCUPANCY
OF TWP. ROAD AND RIGHT - OF - WAY**

To: The township board of Farmington Township, ~~Britten~~ South Dakota
Application is made by: Trans Canada - Keystone Pipeline for
Occupancy of: Section N 2, 93, Township T 124 N, Range R 59 W
Marshall County, South Dakota

124th ST

A Sketch showing the approximate location and approximate elevation is to be attached.

The following information is pertinent to the proposed installation:

1. Intended usage: Crude Oil Pipeline
2. Size and Type: 30" Steel Pipe
3. Outside diameter: 30"
4. Method of installation: open cut D.I.D.

Applicant will ensure the township road and ditch will be properly restored to original condition and the necessary safety precautions will be taken during construction work. The work to be completed, if required in the future will be at no further expense to the township. The township board or their designate will determine, in good faith, when road and ditch are properly restored to original condition. Applicant will provide township with proof of liability coverage and shall hold township harmless from any claims arising from work done by applicant.

This installation will comply with the national safety code. A marker sign will be installed where appropriate.

Recommended for Approval

Submitted: _____
Engineer- Design J.P. Sellen

Approved: 7-24-08

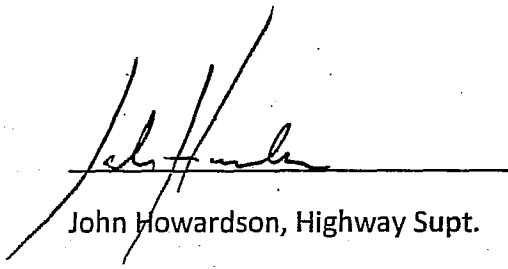
Township Board: Oil & Gas Supervisor

**CLARK COUNTY HIGHWAY DEPARTMENT
PO BOX 294
CLARK SD 57225
PH. 605-532-3667 OFFICE or 605-532-3616 SHOP
FAX 605-532-5931**

July 22, 2008

Attn: Trans Canada Pipeline

You have Clark County Highway Department's permission to construct an approach on County Road #35 in Clark County South Dakota.



John Howardson, Highway Supt.

Can use Clark Co Road #35 from west to haul
pipe in. And to use Clark Co. RD. #17 empty.

Dust Control
- maintain Road; blankets -
GRAVEL spots as needed

John Humber,
Clark Co Highway Dept Supt
8-19-08

Haul Route Agreement

THIS AGREEMENT, made and entered into this 19th day of August, 2008 by and between Clark County, ("County"), and Trans Canada Keystone Pipeline, LP ("Contractor").

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:

John Howardson

Court House 200 W Comer

605-532-3667 or Cell 605-833-0319

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.

County

Signed:

Laini Newton

Name:

Laini Newton

Title:

Asst. Secy

Signed:

John Howardson

Name:

Clayton Co. Highway

Title:

Harry Sept

Signed:

Kelly J. Jameson

Name:

Kelly J. Jameson

Title:

Secretary

Clark Co SD
Permit Approved
#40 pl

CLARK COUNTY
CONDITIONAL USE/VARIANCE APPLICATION

PERMIT NUMBER CU 10-08

APPLICANT (PRINT): TransCanada Keystone Pipeline, LP PHONE: (816) 880-4881
ADDRESS: 7509 NW Tiffany Springs Parkway, Northpointe Circle II, Suite 200, Kansas City, MO 64153
OWNER (PRINT): Walter Family Limited Partnership PHONE: (605) 336-3890 c/o Beth Lewis
ADDRESS: 300 S. Phillips Ave., Ste. 300, Sioux Falls, SD 57104 c/o Beth Lewis

I/WE, THE UNDERSIGNED, DO HEREBY PETITION THE BOARD OF ADJUSTMENT OF CLARK 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 W $\frac{1}{2}$ of Section 20 and the NW $\frac{1}{4}$ of Section 29, Township 119 North, Range 59 West of the 5th P.M., Clark County, South Dakota

PARCEL NUMBER:

GENERAL AREA OR STREET ADDRESS: Off of 158th Street

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 sites.

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 *Vern Meier*
Its Vern Meier
Vice President

By *Kelly J. Johnson*
Its Kelly J. Johnson
Secretary

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 ADMINISTRATIVE OFFICIAL: 8-13-08
 FEE PAID (NON-REFUNDABLE): YES NO
 DATE OF HEARING: Sept 2 11AM
 ACTION BY BOARD OF ADJUSTMENT: _____

Approved
9-2-08 *Richard Leintz*

UNINCORPORATED AREAS OF CLARK COUNTY

PERMIT NO. 80-08 ^{PD}

ZONING/BUILDING PERMIT APPLICATION

APPLICANT:

SITE PLAN

Attached

Name: TransCanada Keystone Pipeline, LP Phone: (816) 880-4881

Address: 7509 NW Tiffany Springs Parkway, Northpointe Circle II

City: Kansas City, MO Zip: 64153

PROPERTY INFORMATION:

Legal Owner: Walter Family Limited Partnership

Legal Description: NW¼

Section: 29 Township: 119N Range: 59W

Parcel ID: _____

Zoning Class: Ag CU: _____ Variance: _____

TYPE OF IMPROVEMENT:

- New Building
- Remodel
- Move On/Relocate
- Other/Specify
- Addition
- Mobile Home
- Change In Use

CONTRACTORS/DESIGNERS

Use: Valve site for the TransCanada Type of Construction: New

General: Michels Corporation
(605) 225-0203

Keystone Pipeline

Sewer: N/A Plumbing: N/A

Length: _____ Width: _____ Height: _____

Architect: _____

I, THE UNDERSIGNED, DO HEREBY AFFIRM: THE ABOVE STATEMENTS ARE TRUE AND CORRECT AND AGREE TO COMPLY WITH THE PROVISIONS OF THE REGULATIONS OF CLARK COUNTY AND ANY APPROVED PLANS AND SPECIFICATIONS ACCOMPANYING THIS APPLICATION. THE PROPOSED WORK IS AUTHORIZED BY THE OWNER AND AUTHORIZATION TO ENTER THE PROPERTY FOR INSPECTION AND ASSESSMENT PURPOSES IS HEREBY GIVEN TO THE AUTHORIZED REPRESENTATIVES OF CLARK COUNTY.

- OWNER
- CONTRACTOR
- OWNER'S REPRESENTATIVE

RANSCANADA KEYSTONE PIPELINE, LP

by its agent:
OIL PIPELINE OPERATIONS INC.

[Signature]
is Walter Newton
Assistant Secretary

[Signature]
is Kelly J. Jameson

Date: 8/21/08 Secretary

PLICATION IS HEREBY APPROVED DISAPPROVED

Date 9-12-08

[Signature]
NATURE OF COUNTY ZONING OFFICER

CLARK CO. 50
Permit approved 40 PD

CLARK COUNTY
CONDITIONAL USE/VARIANCE APPLICATION

PERMIT NUMBER CU9-08

APPLICANT (PRINT): TransCanada Keystone Pipeline, LP PHONE: (316) 880-4881
ADDRESS: 7509 NW Tiffany Springs Parkway, Northpointe Circle II, Suite 200: Kansas City, MO 64153
OWNER (PRINT): Francis H. and Deborah J. Hass PHONE (605) 336-3890 c/o Beth Lewis
ADDRESS: 300 S. Phillips Ave., Ste. 300, Sioux Falls, SD 57104 c/o Beth Lewis

I/WE, THE UNDERSIGNED, DO HEREBY PETITION THE BOARD OF ADJUSTMENT OF CLARK 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 NE 1/4 of Section 17, Township 116 North, Range 59 West of the 5th P.M., Clark County, South Dakota

PARCEL NUMBER: _____
GENERAL AREA OR STREET ADDRESS: Off of 174th Street
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 sites.

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 Vern Meier
Its Vice President
By Kelly J. Jameson
Its Secretary

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

(00339057.1)

* Note - V13-08 approved on this site 6-17-08!

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

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 ADMINISTRATIVE OFFICIAL: 8-13-08
 FEE PAID (NON-REFUNDABLE): YES NO
 DATE OF HEARING: SEPT 2 11AM
 ACTION BY BOARD OF ADJUSTMENT: _____

Approved
9-2-08 *Richard Heintz*

ZONING/BUILDING PERMIT APPLICATION

APPLICANT:

SITE PLAN

Attached

Name: TransCanada Keystone Pipeline, LP Phone: (816) 880-4881

Address: 7509 NW Tiffany Springs Parkwav, Northpointe Circle II

City: Kansas City, MO Zip: 64153

PROPERTY INFORMATION:

Legal Owner: Francis and Deborah Hass

Legal Description: NE 1/4

Section: 17 Township: 116N Range: 59W

Parcel ID: _____

Zoning Class: Ag CU: _____ Variance: _____

TYPE OF IMPROVEMENT:

- New Building
- Remodel
- Move On/Relocate
- Other/Specify
- Addition
- Mobile Home
- Change In Use

CONTRACTORS/DESIGNERS

Use: Valve site for the TransCanada Type of Construction: New
Keystone Pipeline

General: Michels Corporation
(605) 225-0203

Sewer: N/A Plumbing: N/A

Length: _____ Width: _____ Height: _____

Architect: _____

I, THE UNDERSIGNED, DO HEREBY AFFIRM: THE ABOVE STATEMENTS ARE TRUE AND CORRECT AND AGREE TO COMPLY WITH THE PROVISIONS OF THE REGULATIONS OF CLARK COUNTY AND ANY APPROVED PLANS AND SPECIFICATIONS ACCOMPANYING THIS APPLICATION. THE PROPOSED WORK IS AUTHORIZED BY THE OWNER AND AUTHORIZATION TO ENTER THE PROPERTY FOR INSPECTION AND ASSESSMENT PURPOSES IS HEREBY GIVEN TO THE AUTHORIZED REPRESENTATIVES OF CLARK COUNTY.

- OWNER
- CONTRACTOR
- OWNER'S REPRESENTATIVE

TRANSCANADA KEYSTONE PIPELINE, LP

By its agent:
TC OIL PIPELINE OPERATIONS INC.

By [Signature]
Its Lauri Newton
Assistant Secretary

By [Signature]
Its Kelly J. Jameson
Secretary

Date: 8/25/08

APPLICATION IS HEREBY APPROVED DISAPPROVED

Date 9-12-08

[Signature]
SIGNATURE OF COUNTY ZONING OFFICER

Clark Co. SD
Permit Appno
B 40 PD

CLARK COUNTY
CONDITIONAL USE/VARIANCE APPLICATION

PERMIT NUMBER C08-08

APPLICANT (PRINT): TransCanada Keystone Pipeline, LP PHONE: (816) 880-4881
ADDRESS: 7509 NW Tiffany Springs Parkway, Northpointe Circle II, Suite 200, Kansas City, MO 64153
OWNER (PRINT): Donald R. and Annabeth R. Arne PHONE: (605) 336-3890 c/o Beth Lewis
ADDRESS: 300 S. Phillips Ave., Ste. 300, Sioux Falls, SD 57104 c/o Beth Lewis

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

LEGAL DESCRIPTION (Please print or type):

Fordham
.027 acres in the S½SW¼ of Section 21, Township 115 North, Range 59 West of the 5th P.M., Clark County, South Dakota

PARCEL NUMBER: _____
GENERAL AREA OR STREET ADDRESS: Off of CR-45
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 Kevstone Pipeline requires valve sites.

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 [Signature]
Its Vern Meier

By [Signature] Vice President
Its [Signature]
Secretary

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 ADMINISTRATIVE OFFICIAL: 8-13-08
 FEE PAID (NON-REFUNDABLE): YES NO
 DATE OF HEARING: Sept 2 11AM
 ACTION BY BOARD OF ADJUSTMENT: _____

Approved
9-2-08 *Richard Leintz*

UNINCORPORATED AREAS OF CLARK COUNTY

PERMIT NO. 82-08

ZONING/BUILDING PERMIT APPLICATION

APPLICANT:

SITE PLAN

Attached

Name: TransCanada Keystone Pipeline, LP Phone: (816) 880-4881

Address: 7509 NW Tiffany Springs Parkway, Northpointe Circle II

City: Kansas City, MO Zip: 64153

PROPERTY INFORMATION:

Legal Owner: Donald R. & Annabeth R. Arne

Legal Description: S 1/2 of SW 1/4

Section: 21 Township: 115N Range: 59W

Parcel ID: _____

Zoning Class: Ag CU: _____ Variance: _____

TYPE OF IMPROVEMENT:

- New Building
- Remodel
- Move On/Relocate
- Other/Specify
- Addition
- Mobile Home
- Change In Use

CONTRACTORS/DESIGNERS

Use: Valve site for the TransCanada Keystone Pipeline Type of Construction: _____ General: Michels Corporation
(605) 225-0203

Sewer: N/A Plumbing: N/A

Length: _____ Width: _____ Height: _____ Architect: _____

I, THE UNDERSIGNED, DO HEREBY AFFIRM: THE ABOVE STATEMENTS ARE TRUE AND CORRECT AND AGREE TO COMPLY WITH THE PROVISIONS OF THE REGULATIONS OF CLARK COUNTY AND ANY APPROVED PLANS AND SPECIFICATIONS ACCOMPANYING THIS APPLICATION. THE PROPOSED WORK IS AUTHORIZED BY THE OWNER AND AUTHORIZATION TO ENTER THE PROPERTY FOR INSPECTION AND ASSESSMENT PURPOSES IS HEREBY GIVEN TO THE AUTHORIZED REPRESENTATIVES OF CLARK COUNTY.

- OWNER
- CONTRACTOR
- OWNER'S REPRESENTATIVE

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: 8/28/08

APPLICATION IS HEREBY APPROVED DISAPPROVED

Date 9-12-08

David Paul
SIGNATURE OF COUNTY ZONING OFFICER

COPY

40 Fee pd

Atn Kerwin Kostad
816-880-4609

CLARK COUNTY
CONDITIONAL USE/VARIANCE APPLICATION

PERMIT NUMBER CU 7-08

APPLICANT (PRINT): TransCanada Keystone Pipeline, LP PHONE: (816) 880-4881
ADDRESS: 7509 NW Tiffany Springs Parkway, Northpointe Circle II, Suite 200, Kansas City, MO 64153
OWNER (PRINT): Donald Arne PHONE: (605) 336-3890 c/o Beth Lewis
ADDRESS: 41470 183rd Street, Carpenter, SD 57322

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

LEGAL DESCRIPTION (Please print or type):

30 acres in the S $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 21, Township 115 North, Range 59 West of the 5th P.M., Clark County, South Dakota

PARCEL NUMBER: _____

GENERAL AREA OR STREET ADDRESS: Northeast corner of the intersection of 182nd Street and 414th Avenue

EXISTING LAND USE: Agricultural EXISTING ZONING: Agricultural

SIZE OF PARCEL: ACRES 30 LOT DIMENSIONS: WIDTH 1,143 ft LENGTH 1,143 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 pipe staging area and storage yard.

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.

Approved
8-19-08

By [Signature]
Its Vice President

By [Signature]
Its Corporate Secretary

Note: A sketch of proposed property shall accompany this application, showing the following: (00337206.1)

BD did not see for LOA → will have haul route approved

Aug 19 10AM Hearing

- | | | | |
|----|---------------------------------------|----|---|
| 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 ADMINISTRATIVE OFFICIAL: 7-22-08
 FEE PAID (NON-REFUNDABLE): YES NO
 DATE OF HEARING: 8-19-08 10 AM
 ACTION BY BOARD OF ADJUSTMENT: _____

*8-19-8
Approved* *Richard Reintz*



VANGUARD APPRAISALS, INC.

1500 SECOND AVENUE S. E.
 CEDAR RAPIDS, IOWA 52403
 319/365-8625

7-23-08
- 30' pipe - No pipe delivered to site until after Aug 19
- Will do prep ground work B/F 8-15 - they were told (Kevin) - can not guarantee approval -
- we claim Area - etc
- Should be done end of '09

Haul Route Agreement

THIS AGREEMENT, made and entered into this 27th day of August, 2008 by and between Beadle County, ("County"), and Trans Canada Keystone Pipeline, L ("Contractor").

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:

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

7509 NW Tiffany Springs Parkway
Northpointe Circle 11, 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.

County

Signed: 

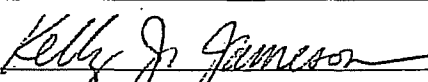
Name: Lauri Newton
Assistant Secretary

Title: _____

Signed: 

Name: Linda Marcus

Title: Beadle County Commission

Signed: 

Name: Kelly J. Jameson
Secretary

Title: _____

BUILDING PERMIT

ISSUED BY

MINER COUNTY, SOUTH DAKOTA

DATE 7/1/21

PERMIT NUMBER 19

PERMIT ISSUED TO

MINER COUNTY

MINER COUNTY

MINER COUNTY

MINER COUNTY

MINER COUNTY

MINER COUNTY

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THIS PERMIT IS VALID FOR ONE YEAR FROM THE DATE OF ISSUANCE AND IS NOT VALID FOR ANY OTHER PROJECTS.

STATE OF SOUTH DAKOTA)
: SS
COUNTY OF MINER)

BEFORE THE MINER COUNTY
BOARD OF ADJUSTMENT

IN THE MATTER OF THE APPLICATION OF)
) FINDINGS
TRANSCANADA KEYSTONE PIPELINE, LP FOR A CONDITIONAL USE)

FINDINGS

I

That the applicant, TransCanada Keystone Pipeline, LP has made an application for a conditional use for construction of control and storage buildings for the pump station along the Keystone Pipeline route located in the PS-SD-MN-0791.0000 Roswell Pump Station Addition in the SE 1/4 SE 1/4 20-106-57, Roswell Township, Miner County, South Dakota.

II

That the proposed use of said realty is specifically prohibited by the zoning ordinance without applicant first obtaining a conditional use, for which they have applied.

III

That upon said application, notice of hearing was given as required by the Miner County Zoning Ordinance by mailing to the adjoining landowners and by publication.

IV

That hearing upon said application was held on July 1, 2008 in the Court Room of the Miner County Courthouse.

V

That the applicant, was represented by attorney William Taylor, Jeff Rauh, and Roger Phillips all of Keystone Pipeline.

VI

That the following were also present: Matt Buck of Wood Fuller; Mark Wattier & Paul Kleist of Ellis & Associates; Larry Calmus Roswell Township Chairman; Dan Wall & Ron Golden of East River Electric; Loren Noess of Central Electric; Ron Kremppges Miner County Highway Superintendent; and landowners Sue & Mike Sibson, Gary & Lynette Nutter, and Gary Moschell..

VII

That a presentation in support of said conditional use and testimony on behalf of said conditional use was received at the hearing and testimony in opposition to the granting of the conditional use was received at the hearing.

NOW, THEREFORE, that application, testimony at the hearing, and arguments of individuals at the hearing all having been considered, it is the FINDING of the Miner County Board of Adjustment that the application of TransCanada Keystone Pipeline, LP for a conditional use be approved with the conditions of compliance with all applicable Federal & State regulations and that appropriate agreements be made with the county and townships regarding road maintenance during construction and operation of the pump station, for the following reasons: