

## TRANSCANADA KEYSTONE PIPELINE LP

April 16, 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 First Quarter, ending March 31, 2009. 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](mailto:kkostad@donellis-associates.com)

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



Kerwin Kostad  
Permit Coordinator

Enclosure:

## SOUTH DAKOTA ENERGY FACILITY PERMIT ACT BOND

Bond No.: SN4247

Bond Amount: \$12,000,000.00

**TransCanada Keystone Pipeline, LP** as Principal (the "Principal") and **Travelers Casualty and Surety Company of America** a corporation created and existing under the laws of Connecticut as Surety (the "Surety"), are held and firmly bound unto the South Dakota Public Utilities Commission ("PUC") and those townships, counties, or other governmental entities in South Dakota whose property is crossed by the pipeline referenced herein, as Obligees (individually referred to herein as "Obligee" and collectively referred to as the "Obligees") in the amount of --Twelve Million and-00/100 Dollars (\$12,000,000.00) lawful money of the United States for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

### WHEREAS:

- A. the Principal is undertaking a pipeline project known as the Keystone Pipeline Project;
- B. the PUC has approved the Principal's application for the South Dakota portion (the "Project") of the Keystone Pipeline Project;
- C. the Principal has been granted the necessary permits by the PUC to carry out the Project;
- D. Chapter 49-41B-38 of the South Dakota Energy Facility Permit Act requires the Principal to provide the PUC with a bond to ensure the Principal complies with its obligation to ensure that any damage to roads and bridges (beyond normal wear) as a result of the Project is repaired;

Therefore, the condition of this obligation is such that if the Principal shall repair any damage beyond normal wear to public roads, highways, bridges or other related facilities caused by the Principal during the construction of the Project (the "Damage") then this obligation shall be void; otherwise to remain in full force and effect, subject to the following conditions:

- 1. In the event the Principal fails to repair any Damage within a reasonable period of time after an Obligee has made written demand on the Principal to repair such Damage (a "Default"), such Obligee shall notify the Surety in writing prior to the expiration of the term of this Bond as defined in paragraph 6.
- 2. Following a Default and written notice thereof to the Surety by an Obligee, the Surety shall pay to such Obligee the actual cost of repairing the Damage, not to exceed the Bond Amount.
- 3. Regardless of the number of Obligees hereunder, in no event shall the aggregate liability of the Surety hereunder exceed the Bond Amount.
- 4. No right of action shall accrue on this Bond, to or for the use of, any person or corporation other than the Obligees named herein.
- 5. It is a condition of this Bond that any suit or action hereunder must be commenced before the expiration of two (2) years from the date the Obligee's cause of action hereunder has accrued.
- 6. This Bond shall remain in effect until released by the PUC in accordance with Condition 31 (e) of the permit for the Project and shall not be cancelled by the Surety prior to such time.

7. For the purpose of providing any notice required pursuant to this Bond, the addresses of the Principal, the Surety and the PUC are as follows:

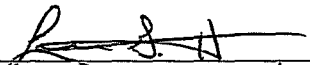
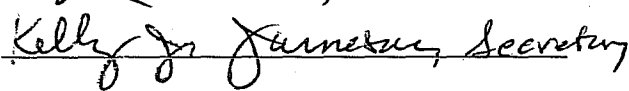
TransCanada Keystone Pipeline, LP:  
7509 Tiffany Springs Parkway  
Northpointe Circle II, Suite 200  
Kansas City, MO 64153

Travelers Casualty and Surety Company of America  
One Tower Square  
Hartford, Connecticut 06183


South Dakota Public Utilities Commission  
Capitol Building 1<sup>st</sup>, Floor  
500 East Capitol Avenue  
Pierre, South Dakota 57501-5070

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond the 27 day of February in the year 2009.

TransCanada Keystone Pipeline LP, by its  
General Partner, TransCanada Keystone Pipeline, GP, LLC

 Vincent  
 Kelly J. Jarnet, Secretary

Travelers Casualty and Surety Company of America

  
Lois Innes Attorney-In-Fact



## POWER OF ATTORNEY

Farmington Casualty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.  
Seaboard Surety Company  
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company  
St. Paul Mercury Insurance Company  
Travelers Casualty and Surety Company  
Travelers Casualty and Surety Company of America  
United States Fidelity and Guaranty Company

Attorney-In Fact No. 219252

Certificate No. 002030098

**KNOW ALL MEN BY THESE PRESENTS:** That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

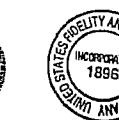
Deb Stanton, Mark Shaul, Murray Epp, Tim Gale, and Lois Innes

of the City of Calgary, Alberta, State of Canada, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 26th day of October, 2007.

Farmington Casualty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.  
Seaboard Surety Company  
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company  
St. Paul Mercury Insurance Company  
Travelers Casualty and Surety Company  
Travelers Casualty and Surety Company of America  
United States Fidelity and Guaranty Company



State of Connecticut  
City of Hartford ss.

By: \_\_\_\_\_

*George W. Thompson*  
George W. Thompson, Senior Vice President

On this the 26th day of October, 2007, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.  
My Commission expires the 30th day of June, 2011.



*Marie C. Tetreault*  
Marie C. Tetreault, Notary Public

## SD EForm - 0933 V2

DOT - 295 05/05

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

Highway No.	US 81	County	YANKTON	Approximately	1.00	Miles	N	<input checked="" type="checkbox"/>	S	<input type="checkbox"/>	E	<input type="checkbox"/>	W	<input type="checkbox"/>
From	END OF DIVIDED 81 OR 306TH RD (City or well defined point)			Section	7 & 18	Township	94 N	Range	55 W					
Description of occupancy:	UTILIZE EXISTING DRIVEWAY APPROACH TO PROVIDE ACCESS TO PIPELINE LOCATED EAST OF US 81 TRUCK TRAFFIC WILL BE EXITING AND ENTERING US 81 AT THIS LOCATION SEE ATTACHED AERIAL MAP													
Purpose of occupancy:	PROVIDE KEYSTONE PIPELINE CONTRACTOR ACCESS FOR TRUCKS ENTERING OR EXITING US 81. NO WORK TO BE DONE IN STATE ROAD ROW													
Duration of occupancy:	PERMANENT			<input type="radio"/>			TEMPORARY			<input checked="" type="radio"/>				
If temporary, give the estimated date of removal or completion:	12/31/2009													

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.

1. 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.
2. 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."
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 right-of-way designated in this application.

SIGNATURE Kerwin Kostad DATE 1-13-09  
 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 7.30  
 Project (Maint.) 081 Maintenance Unit 292

1. Prior to commencing occupancy and at completion of occupancy the applicant shall notify at Yankton Area DOT Telephone Larry Kirschenman 605-668-2931 Ext. 15
2. Special Conditions Restoration of the US 81 R.O.W. portion of the access road shall be to the satisfaction of Larry Kirschenman.
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 16th day of January, 20 09.

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

Yankton Area Region Engineer  
 cc: Kirschenman  
 The applicant may be required to place "TRUCK CROSSING" or similar signs on US 81 north & south of the access road.



100 ml = 3.4 fluid ounces

240 ml = 1 cup

1/16 cup = 1T = 15ml

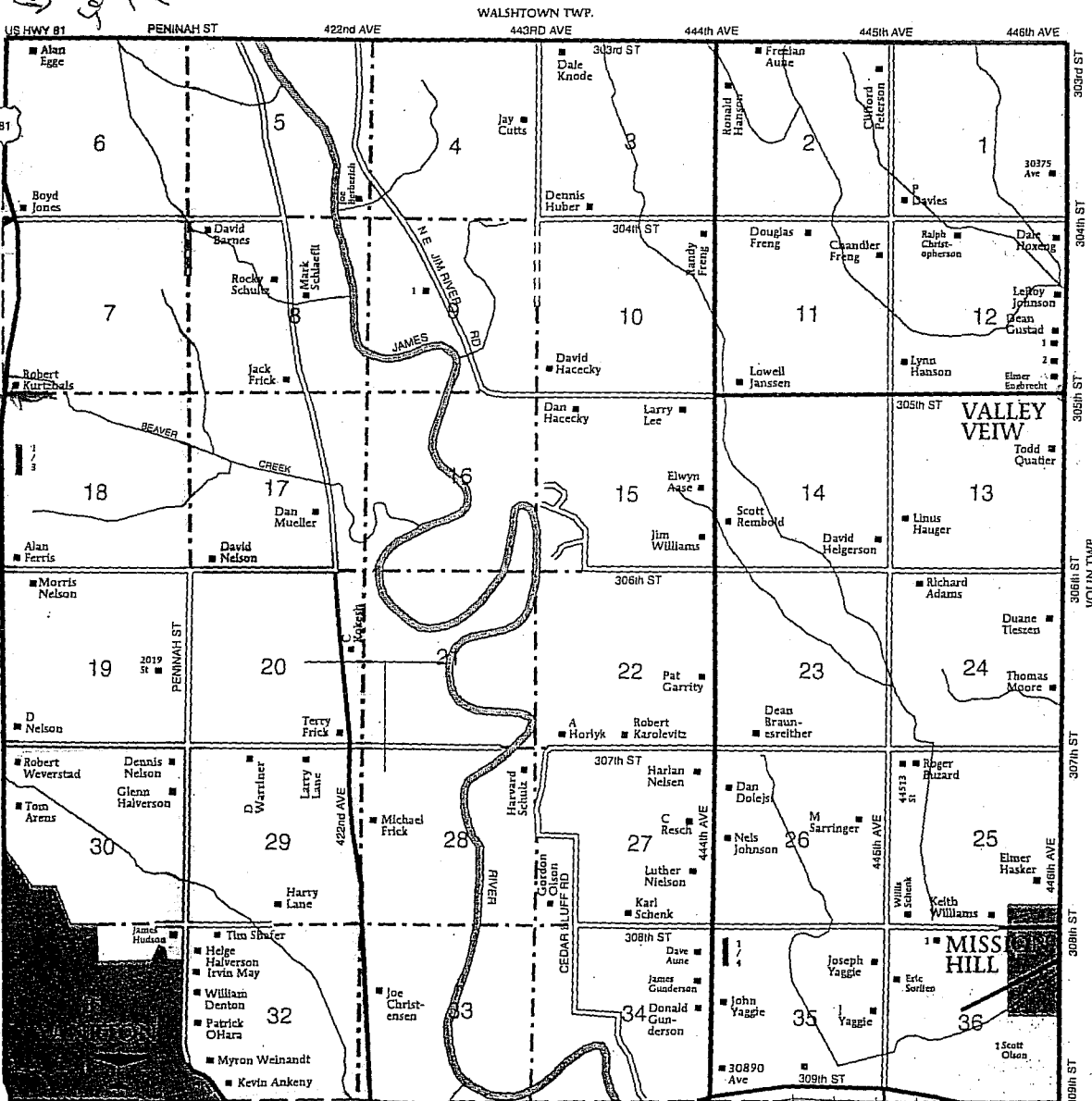
W

T-94-N

MISSION HILL 'N' DIRECTORY

R-55-W

(Residents - Owners or Renters)



MISSION HILL NORTH  
TOWNSHIP  
SECTION 9  
1. Schlaefli, Gary

SECTION 12  
1. Hovden, Melvin  
2. Freng, John  
SECTION 18  
1. Hovden, Melvin

2. 30544 US HIGHWAY  
81  
3. Sorensen, Wilmer  
SECTION 35

2. Henrikson, Tom  
3. Doughty, Bill  
4. 30822 444TH AVE



**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>

Andover TWP, Day Co. South Dakota

11-20-08 Use of 140th Street as a haul road.

Keystone Pipeline has permission to use 140th Street as long as they gravel the low spot which previously had gravel.

Wilton R. R.  
Supervisor  
Andover TWP.

JAN 19 2009

## NEWPORT TOWNSHIP UTILITY PERMIT

Whereas Newport Township, Marshall 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.

Dated: 11-11-2008

Dated: 11-11-2008

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:

JAN 19 2009

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## HAUL ROUTE AGREEMENT

THIS AGREEMENT ("Agreement") entered into this \_\_\_ day of September, 2008, by and between NEWPORT TOWNSHIP, a political subdivision of the State of South Dakota, of Marshall County, South Dakota ("Township"), and TRANSCANADA KEYSTONE PIPELINE, LP, 7509 NW Tiffany Springs Parkway, Northpointe Circle II Ste 200, Kansas City MO 64183 ("Contractor"), as follows:

WHEREAS, Township is responsible under South Dakota law for constructing, altering, improving, and maintaining township roads under the supervision and direction of its Board of Supervisors; and

WHEREAS, Contractor plans to have a supply depot site in Township and use township roads in transporting products, equipment, materials, and supplies used in building the Keystone Pipeline project ("Project") over Township Roads; and

WHEREAS, Township and Contractor anticipate that, as a result of Contractor's location of the supply depot and use of township roads, accelerated deterioration will likely occur, requiring significant repairs or improvements and resulting in additional maintenance expenses; and

WHEREAS, Contractor is willing to pay for the repairs, improvements, and additional maintenance expense caused by its operations;

NOW, THEREFORE, in consideration of the terms, conditions, and covenants contained herein, IT IS MUTUALLY AGREED as follows;

1. Purpose This Haul Route Agreement applies to 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, subcontractors, and developers.

2. Definitions The following definitions apply to this Agreement:

(a) Additional Maintenance "Additional Maintenance" means grading, graveling, reshaping, repair, or modification performed on Township Roads in excess of the same operations performed as routine maintenance by Township.

(b) Township Road(s) "Township Roads" means a street, road, public way, or right-of-way, including shoulders, bridges, culverts, or other related structures, designated for the purpose of

vehicular traffic and under the jurisdiction and control of Township.

(c) Haul Road(s). "Haul Road" means any Township Road which is used by Contractor, or Contractor's agents, for transporting items connected with construction of the Project, including, but not limited to, products, equipment, materials, or supplies.

(d) Haul Route. "Haul Route" means the system of Haul Roads between a source site and the destination or the source site and the nearest major intersection. Haul Routes shall be designated by Township for use by Contractor in connection with the Project.

(e) Improvement "Improvements" means roadway improvements required by Township because of Contractor's use of a Haul Road or necessitated by Contractor's equipment or use (e.g. wider approach to accommodate long trucks).

### 3, General Agreement as to Road Use.

(a) Additional Maintenance. Although the Haul Roads covered by this Agreement are part of the Township road system and are open to normal traffic use by Contractor, Contractor understands and agrees that its use of the Haul Roads in connection with the Project will result in the need for Additional Maintenance of the Haul Roads, and Contractor assumes responsibility for such Additional Maintenance of the Haul Roads,

(b) Road Use and Maintenance Township hereby allows Contractor's use of the Haul Roads covered by this Agreement, subject to the conditions contained in this Agreement. Contractor shall be responsible for obtaining any other permits or licenses which Township or any other governmental entity may require to operate or move its vehicles on Township Roads. This Agreement shall not relieve any operator of a Contractor's vehicle from complying with applicable speed limits, weight restrictions, or other posted restrictions.

(c) Improvements Any Improvements to or widening of a Township Road necessitated by Contractor's operations, including modification of roadway approaches to accommodate transport vehicles, shall be considered incidental to the hauling performed and shall be made at Contractor's sole expense unless otherwise authorized in an addendum to this Agreement. Any such Improvements must first be authorized by Township permit.

(d) Dust Control. Contractor shall be responsible for controlling dust on the Haul Roads. At a minimum, dust control shall be in accordance with Keystone's mitigation agreement filed with the South Dakota Public Utilities commission; Township may impose additional dust control requirements as Township deems necessary for public health and safety.

(f) Billing for Township Costs If, in Township's opinion, Contractor either fails to perform necessary Additional Maintenance or fails to do so in a timely manner, then Township may perform or hire such Additional Maintenance and bill Contractor for the costs thereof. Invoices for such expenses may be sent by Township to Contractor at its address set forth herein for notices. Likewise, if Additional Maintenance is necessary after construction of the Project is completed, such as might result from the settling of a rebuilt road or at a bore site, then Township shall notify Contractor of the same. If Contractor fails to perform the necessary post-construction Additional Maintenance within a reasonable time or if such condition creates an immediate safety hazard, then Township may perform or hire such Additional Maintenance and bill the costs thereof to Contractor,

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 TransCanada Keystone Pipeline, LP:

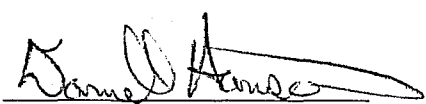
On behalf of the Township:  
Newport  
Township


7509 NW Tiffany Springs Parkway  
Northpointe Circle U Ste 200  
Kansas City MO 64153  
x-866-717-7473  
1-87-880-4881

IN WITNESS WHEREOF, the parties hereto executed this Haul Route Agreement on the date indicated by the signature notarization,

Newport TOWNSHIP, Marshall County,  
South Dakota

  
Chairman

  
Supervisor

  
Supervisor

Michael Nelson Clerk

TRANSCANADA KEYSTONE PIPELINE, LP

By \_\_\_\_\_

Its \_\_\_\_\_

STATE OF SOUTH DAKOTA

COUNTY OF MARSHALL

On his \_\_ day of September, 2008, before me, the undersigned officer, personally appeared \_\_\_\_\_, Chairman, and \_\_\_\_\_ Supervisors, who acknowledged themselves to be the Chairman, Supervisors, and Clerk, respectively, of Newport Township, a political subdivision of the State of South Dakota located in Marshall County, and that they, as such Chairman, Supervisors, and Clerk, being so authorized to do, executed the fore going instrument by signing the name of Newport Township by themselves as Chairman, Supervisors, and Clerk thereof.

In witness whereof, I hereunto  
set my hand and official seal.

(SEAL)

\_\_\_\_\_  
Notary Public — South Dakota

My Commission Expires: \_\_\_\_\_

STATE OF SOUTH DAKOTA

COUNTY OF \_\_\_\_\_

On this \_\_ day of September, 2008, before me, the undersigned officer, personally appeared

\_\_\_\_\_ and \_\_\_\_\_, known to

me to be the persons whose names are subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

In witness whereof, I hereunto  
set my hand and official seal.

(SEAL)

\_\_\_\_\_  
Notary Public — South Dakota

My Commission Expires: \_\_\_\_\_

Newport Township request  
an arch type 32" culvert in  
the value site approach. ~~They~~ There  
are 2 24" culverts in the road  
above the value site.

Michael Nelson  
clerk



## Haul Route Agreement

THIS AGREEMENT, made and entered into this 26<sup>th</sup> day of January, 2009, by and between OAK Township, ("Township"), and Trans Canada ("Contractor"). Gutch Keyston 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:

Greg Bonn

14806 413<sup>th</sup> Ave

Conde, SD 57434

Cell: 605-395-7069

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

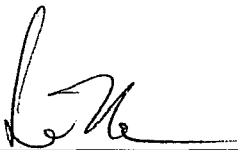
Kerwin Kostad  
Keystone Pipeline Project  
7509 NW Tiffany Springs Parkway Suite 200  
Kansas City, MO 64153

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: \_\_\_\_\_

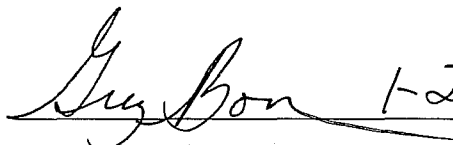


Name: \_\_\_\_\_

Lauri Newton  
Assistant Secretary

Title: \_\_\_\_\_

Signed: \_\_\_\_\_

 1-28-09

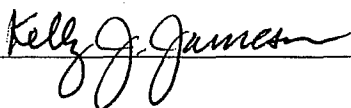
Name: \_\_\_\_\_

Greg Bonn

Title: \_\_\_\_\_

Chairman OAC gulch

Signed: \_\_\_\_\_



Name: \_\_\_\_\_

Kelly J. Jameson  
Secretary

Title: \_\_\_\_\_

# CLARK COUNTY UTILITY PERMIT

JAN 19 2009

Whereas 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 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: 7-16-08

Grantor:

By: Richard Reind

Chairman  
Clark County Commission

Dated: 9-25-2008

Grantee:

By: Mark F. Wattier

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

# KEYSTONE PIPELINE PROJECT

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## CLARK COUNTY

### LIST OF COUNTY ROADS FOR UTILITY PERMIT

154 <sup>th</sup>	STREET: Day County/Clark County Border Road #1, Gravel
161 <sup>st</sup>	STREET: Clark County Road #23 - Paved
414 <sup>th</sup>	AVENUE: Clark County Road #1 – Paved
164 <sup>th</sup>	STREET: Clark County Road #22 - Gravel
169 <sup>th</sup>	STREET: Clark County Road #27 – Gravel
172 <sup>nd</sup>	STREET: Clark County Road #17 – Gravel
177 <sup>th</sup>	STREET: Clark County Road #48 – Gravel
182 <sup>nd</sup>	STREET: Clark County Road #35 – Gravel
185 <sup>th</sup>	STREET: Clark County Road #36 – Gravel
188 <sup>th</sup>	STREET: Clark County Road #53 -Gravel

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

Clark County



**ENGINEERS & LAND SURVEYORS**

Making Visions A Reality

[www.clark-eng.com](http://www.clark-eng.com)

Spring Road limits

7-tons per axle

When signs are up  
on Oil Roads

Gravel will be as needed

from March 1<sup>st</sup> to  
June 1<sup>st</sup>

---

Stay Gravel Roads  
where possible - at all  
times

Aberdeen  
605-225-3494

Brookings  
605-692-8799

Sioux Falls  
605-331-2505

1-15-2009

Warren Township does not require a permit to build an approach for a valve site. However, a proper size culvert will be required.

David Nutter 1-15-09

## Haul Route Agreement

THIS AGREEMENT, made and entered into this 2nd day of February, 2009, by and between Ash Township, ("Township"), and Trans Canada ("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:

Steve Melhberg - Supervisor - Ash TWP

16561 414 Ave

Raymond, SD 57258

605-532-5550

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

1509 NW Tiffany Springs Parkway

North pointe Circle II, Suite 200

Kansas City, MO 64153

816-880-4609 - Kerwin Kostad

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: \_\_\_\_\_

Title: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

# RAYMOND TOWNSHIP UTILITY PERMIT

JAN 15 2008

Whereas Raymond 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: 12/23/08

Grantor: David L. Putman

By: James L. Shurheit  
Chairman  
Township Board  
Of Supervisors

Dated: 12-31-2008

Grantee: Mark F. Wattier

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

Utility & Representative

# KEYSTONE PIPELINE PROJECT

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RAYMOND TOWNSHIP, CLARK COUNTY

LIST OF TOWNSHIP ROADS FOR UTILITY PERMIT

166<sup>TH</sup> STREET – Raymond TWP claims and maintains this road.

167<sup>TH</sup> STREET

168<sup>TH</sup> STREET

170<sup>TH</sup> STREET

171<sup>ST</sup> 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 2nd day of February, 2009, by and between Raymond Township, ("Township"), and Trans Canada ("Contractor").  
Keystone 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:

DAVID PUTMAN

Box 108

RAYMOND, SD 57258

605-532-5726

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

Kerwin Kostad-816-880-4609 Ext. 133

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.~~

Signed: [Signature]

Name: Chad Fritz

Title: S

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Township

Signed: [Signature]

Name: James R. Halbert

Title: Supervisor

TransCanada Keystone Pipeline, LP  
by its agent: TC Oil Pipeline  
Operations Inc.

[Signature]  
Lauri Newton, Assistant Secretary

[Signature]  
Kelly J. Jameson, Secretary

JAN 19 2009

## LOGAN TOWNSHIP UTILITY PERMIT

Whereas Logan 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 ~~county~~ roads necessary for the installation of the Keystone Pipeline. *By: [Signature]*

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. *By: [Signature]*
7. Grantee shall pay a fee as follows:  
Crossing fee, per road crossing or section line - \$300 each.

Dated: 9-20-08

Grantor:

By: *Clayton Courlain*

Chairman  
Township Board  
Of Supervisors

Dated: 10-13-2008

Grantee:

By: *Mark F. Wattier*

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

Utility & Representative



# KEYSTONE PIPELINE PROJECT

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LOGAN TOWNSHIP, CLARK COUNTY

LIST OF TOWNSHIP ROADS FOR ROAD CROSSING PERMIT

173 <sup>rd</sup>	STREET
414 <sup>th</sup>	AVENUE
174 <sup>th</sup>	STREET
175 <sup>th</sup>	STREET
176 <sup>th</sup>	STREET
178 <sup>th</sup>	STREET – North Half

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

JAN 19 2009

### Haul Route Agreement

THIS AGREEMENT, made and entered into this 30<sup>th</sup> day of September, 2008, by and between Logan Township, ("Township"), and TransCanada Keystone Pipeline, LC ("Contractor").

By its agent: TC Oil Pipeline Operations Inc.

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:

Logan Township

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

Keystone Pipeline Project

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

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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: Wayne Schlager

Name: Wayne Schlager

Title: \_\_\_\_\_

Signed: David J. Heinrichs

Name: David J. Heinrichs

Title: \_\_\_\_\_

Signed: Clayton C. Cornelius

Name: Clayton C. Cornelius

Title: Chairman

TransCanada Keystone Pipeline, LP  
by its agent: TC Oil Pipeline  
Operations Inc.

Lauri Newton  
Lauri Newton, Assistant Secretary

Kelly J. Jameson  
Kelly J. Jameson, Secretary

12-22-2008 Clark County

Logan Township does not Require  
a Permit to build a approach to  
the valve site. Does Requires  
a culvert to not Block runoff.

For the Valve Site  
Located on the  
Property of Francis J. Hass  
ML-50-CK-0662.0000  
NE 1/4, Sec. 17, T-116N, R-59W

Alfred Churchill  
Chairman of Logan Twp

# FORDHAM TOWNSHIP UTILITY PERMIT

JAN 19 2009

Whereas Fordham 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 <sup>p.a.</sup>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 <sup>a.a.</sup>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: 9-19-08

Dated: 11-27-08

Grantor:

Grantee:

By: Allen Kutzsch

By: Mark F. Wattier

Chairman  
Township Board  
Of Supervisors

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

Utility & Representative

# KEYSTONE PIPELINE PROJECT

---

FORDHAM TOWNSHIP, CLARK COUNTY

LIST OF TOWNSHIP ROADS FOR ROAD CROSSING PERMIT

178 <sup>TH</sup>	STREET - South Half
179 <sup>TH</sup>	STREET
180 <sup>TH</sup>	STREET
181 <sup>st</sup>	STREET
414 <sup>th</sup>	AVENUE
183 <sup>rd</sup>	STREET
184 <sup>th</sup>	STREET – North Half

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

JAN 19 2009

### Haul Route Agreement

THIS AGREEMENT, made and entered into this 21st day of September 2008, by and between Fordham Township, ("Township"), and TransCanada Keystone Pipeline, LP ("Contractor").

By its agent: TC Oil Pipeline Operations Inc.

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:

Annabeth Arne, Clerk  
Fordham Township  
41470 183RD ST  
Carpenter, SD 57322

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

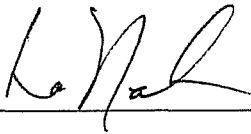
Kerwin Kostad  
Keystone Pipeline Project  
7509 NW Tiffany Springs Parkway Suite 200  
Kansas City, MO 64153

**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: \_\_\_\_\_

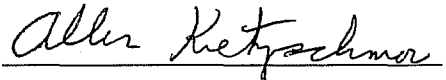


Name: \_\_\_\_\_

Lauri Newton  
Assistant Secretary

Title: \_\_\_\_\_

Signed: \_\_\_\_\_



Name: \_\_\_\_\_

Allen Kretzschmar

Title: \_\_\_\_\_

Chairman

Signed: \_\_\_\_\_



Name: \_\_\_\_\_

Kelly J. Jameson  
Secretary

Title: \_\_\_\_\_

## Haul Route Agreement

THIS AGREEMENT, made and entered into this 15<sup>th</sup> day of January, 2009, by and between Richland Township, ("Township"), and Trans Canada 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:

Steve Glanzer  
41213 189<sup>th</sup> St  
Carpenter, SD 57322  
605-352-7181


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.

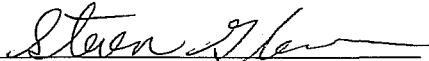
TRANSCANADA KEYSTONE PIPELINE, LP, By  
Its Agent, TC OIL PIPELINE OPERATIONS INC.

Township

Signed: 

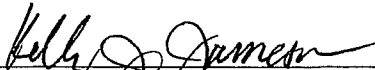
Name: Lauri Newton  
Assistant Secretary

Title: \_\_\_\_\_

Signed: 

Name: STEVEN GLANZER

Title: Chairman Richland Twp.

Signed: 

Name: \_\_\_\_\_

Title: Kelly J. Jameson  
Secretary

CLARK COUNTY  
CONDITIONAL USE/VARIANCE APPLICATION

PERMIT NUMBER

CU 13-08

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): Francis H. and Deborah J. Hass (1)  
OWNER (PRINT): Walter Family Limited Partnership (2) 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 5<sup>th</sup> P.M., Clark County,  
South Dakota (1)  
.027 acres in the NW 1/4 of Section 29, Township 119 North, Range 59 West of the 5<sup>th</sup> P.M., Clark County,  
South Dakota (2)

PARCEL NUMBER:

GENERAL AREA OR STREET ADDRESS: Off of 174<sup>th</sup> Street (1) Off of 158<sup>th</sup> Street (2)

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)

Applicant previously received a conditional use permit to construct a valve site at these locations. The valve site will  
require a thirty-three-foot telecommunications tower, which is listed as a conditional use in an agricultural district  
under Section 2.04.04(14).

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

Its

Lauri Newton  
Assistant Secretary

By

Its

Kelly J. Jameson  
Secretary

FEB - 5 2009

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

North Direction  
Dimensions of Proposed Structure  
Street Names

5. Location of Proposed Structure On Lot
6. Dimensions of Front and Side Set Backs
7. Location of Adjacent Existing Buildings

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: 12-22-8  
FEE PAID (NON-REFUNDABLE): ☒ YES ☐ NO  
DATE OF HEARING: FEB 3 - 2009 10AM  
ACTION BY BOARD OF ADJUSTMENT: Approved

*Richard Reents*  
2-3-9

FEB - 5 2009

# AGREEMENT FOR USE AND RESTORATION OF HAUL ROAD

Please Note:

DATE: 1-10-09

- \* Applicant will be held responsible for damages.
- \* See paragraphs below
- \* Agreement is to travel approved county roads hauling Legal Loads for your vehicle.

APPLICANT: TRANSCANADA Keystone Pipeline LP

ADDRESS: 7509 NW Tiffany Springs Parkway - Northpointe Circle #  
Suite 200

PHONE: 866 880 4609 x 133 FAX: \_\_\_\_\_

PERMIT EFFECTIVE FROM: 5-1-09 TO 12-31-09

DESCRIPTION OF EQUIPMENT/CARGO TO BE MOVED: pipe for pipeline  
contractor equipment

COUNTY HIGHWAYS TRAVELED: County Road #04 -60 (150<sup>th</sup> Street) from

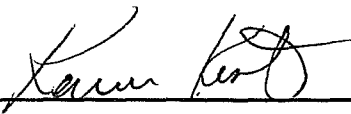
State 37 east to county line - 6 miles


It is to be understood that we, the undersigned applicant, will be liable for any damage done within the existing right of way of county highways being used to move the above described.

Not valid unless a copy is on file in the Highway Department Office containing both signatures.

Phone: 605-472-5008

FAX: 605-472-5010

  
Applicant

Issued by:   
Spink County Highway Superintendent

Upon completion of project, applicant will contact the Spink County Highway Office for release of roads listed above.

MAR 12 2009

Date Released: \_\_\_\_\_ Hwy Personnel Signature: \_\_\_\_\_



# BEADLE COUNTY UTILITY PERMIT

Whereas Beadle 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: 10-31-08

Dated: 12-10-2008

Grantor:

Grantee:

By: L. Marcus

By: M. F. Wattier

Chairman  
Beadle County Commission

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

See attached sheet for summary of county roads:

# KEYSTONE PIPELINE PROJECT

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## BEADLE COUNTY

### LIST OF COUNTY ROADS FOR UTILITY PERMIT

192<sup>nd</sup> STREET and 415<sup>th</sup> AVENUE INTERSECTION, Beadle Co. Road #4 and  
Beadle Co. Road # 37 - Gravel

196<sup>th</sup> STREET – Beadle Co. Road #8 - Paved

198<sup>TH</sup> STREET – Beadle Co. Road #10 - Gravel

202<sup>nd</sup> STREET- Beadle Co. Road #14 – Gravel

204<sup>th</sup> STREET – Beadle Co. Road #16 – Gravel

418<sup>th</sup> AVENUE – Beadle Co. Road #39 – Paved – BEADLE COUNTY/KINGSBURY  
COUNTY BORDER. Road is maintained by BEADLE COUNTY

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

DISPLAY AD

PUBLISH JANUARY 16, 30 AND FEBRUARY 6, 2008 PLAINSMAN

JANUARY 16, 30 & FEBRUARY 6, 2008 TIMES & WOLSEY NEWS

BEADLE COUNTY  
SPEED LIMITS & WEIGHT PER AXLE LIMITS  
EFFECTIVE FEBRUARY 15, 2008  
PER RESOLUTION 12-10-07

ALL BEADLE COUNTY OIL ROADS WILL BE  
POSTED AT 40 MPH FOR TRUCKS AND POSTED AT  
6 TON PER AXLE.

WITH THE FOLLOWING EXCEPTIONS:

YALE ROAD (411th Ave-County Road 31) from Hwy 14  
North to the Correction Line (196th St-County Road 8)  
posted at 8 ton per axle and 40 MPH for trucks. From  
the Correction Line North on (411th Ave-County Road  
31) to SD Hwy 28 posted at 6 tons per axle and 40 MPH  
for trucks.

COUNTY ROAD 22 – Custer Ave from Hwy 14 South to  
210th St then west to Hwy 37 posted at legal weight  
limits and trucks 40 MPH.

MORNINGSIDE MAIN – posted at legal load limits and  
30 MPH

**BEADLE COUNTY HIGHWAY DEPARTMENT**

655 4<sup>TH</sup> ST NW, Huron, SD 57350

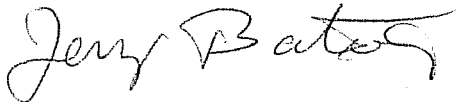
August 5, 2008

Beadle County Highway grants permission to change the Driveway and Construction Permit as requested.

Legal Description: Tract PS-SD-BD-0693.0000 Carpenter Pump Station Addition in the SE ¼ of Section 4, Township 113 N, Range 59 W, West of the 5<sup>th</sup> P.M. Beadle County, South Dakota.

Permission is granted to go from 30' width at road to 21'.

Beadle County Highway Department

A handwritten signature in cursive script, appearing to read "Jerry Bates". The signature is written in dark ink and is positioned below the typed name of the department.

# BARRETT TOWNSHIP UTILITY PERMIT

Whereas Barrett Township, Beadle 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: 3-3-09

Grantor:

By: Regan Glazer

Chairman  
Township Board  
Of Supervisors

Dated: 3.3.09

Grantee:

By: Mark F. Wattier

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

Utility & Representative

# KEYSTONE PIPELINE PROJECT

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BARRETT TOWNSHIP, BEADLE COUNTY

LIST OF TOWNSHIP ROADS FOR ROAD CROSSING PERMIT

191<sup>st</sup> STREET

193<sup>rd</sup> STREET

194<sup>th</sup> STREET

195<sup>th</sup> 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 3 day of March, 2008, by and between Barnett 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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

7509 NW Tiffany Springs Parkway

Northpointe Circle II, Suite 200

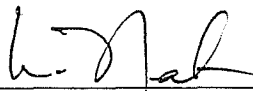
Kansas City, MO 64153

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: \_\_\_\_\_

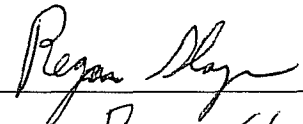


Name: \_\_\_\_\_

Lauri Newton  
Assistant Secretary

Title: \_\_\_\_\_

Signed: \_\_\_\_\_



Name: \_\_\_\_\_

Regan Glanzer

Title: \_\_\_\_\_

Chairman

Signed: \_\_\_\_\_



Name: \_\_\_\_\_

Kelly J. Jameson  
Secretary

Title: \_\_\_\_\_

# FOSTER TOWNSHIP UTILITY PERMIT

Whereas Foster Township, Beadle 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: 1-15-2009

Grantor:

By: Jack Wellen  
Chairman  
Township Board  
Of Supervisors

Dated: 1-15-2009

Grantee:

By: Mark F. Wattier

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

Utility & Representative

NOTE: See attached sheet for summary of township roads:

# KEYSTONE PIPELINE PROJECT

---

FOSTER TOWNSHIP, BEADLE COUNTY

LIST OF TOWNSHIP ROADS FOR UTILITY PERMIT

416<sup>th</sup> AVENUE

197<sup>th</sup> STREET : *Ditch is planned to be lowered.*

199<sup>th</sup> STREET

200<sup>th</sup> STREET

417<sup>th</sup> AVENUE : *Ditch is planned to be lowered.*

201<sup>st</sup> 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 by and between Foster Township, a political subdivision of the State of South Dakota, of Beadle County, South Dakota, hereafter referred to as the "Township" and Trans Canada Keystone, Pipeline, LP, hereinafter referred to as the "Contractor" as follows

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 under South Dakota law for constructing, altering, improving, and maintaining Township roads under the supervision and direction of its Board of Supervisors; 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 and additional maintenance expenses will be required; and

WHEREAS, Contractor is willing to pay for repairs, improvements, and addition maintenance expense caused by its operations;

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

### 1. PURPOSE:

This Haul Route Agreement applies to 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, subcontractors 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, and right-of way 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, equipments, 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 Township 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 repairs, 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 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 Township:

Jack Wellnitz  
20195 415th Ave  
Yale, SD 57386  
605-546-0205

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: Lauri Newton

Name: \_\_\_\_\_

Title: Lauri Newton  
Assistant Secretary

Signed: Jack Wellington

Name: Chairman

Title: 1-15-2009

Signed: Kelly J. Jameson

Name: Kelly J. Jameson

Title: Secretary

# BANNER TOWNSHIP UTILITY PERMIT

Whereas Banner Township, Beadle 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.

8. If settling occurs due to pipeline, grantee will be responsible for repair. E.M. ORF

Dated: 3-16-09

Dated: 3-16-09

Grantor:

By: Barry R. Felt

Chairman  
Township Board  
Of Supervisors

Grantee:

By: Erik Munz

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

Utility & Representative

NOTE: See attached sheet for summary of township roads:



# KEYSTONE PIPELINE PROJECT

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BANNER TOWNSHIP, BEADLE COUNTY

LIST OF TOWNSHIP ROADS FOR UTILITY PERMIT

203<sup>rd</sup> STREET

205<sup>th</sup> STREET

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

**KINGSBURY COUNTY HIGHWAY DEPARTMENT  
AGREEMENT  
FOR USE AND RESTORATION OF HAUL ROAD**

Agreement No. \_\_\_\_\_ Dated 4-2-09

TransCanada Keystone Pipeline, LP, by its agent EC Oil Pipelines  
**WHEREAS** Operations Inc. (herein after referred to as the Permittee)  
has requested authorization to use Kingsbury County Road (s) numbered

Beginning \_\_\_\_\_, and ending \_\_\_\_\_, to haul  
equipment and material. Start date \_\_\_\_\_ Completion date \_\_\_\_\_

**WHEREAS**, in order to complete said project it may become necessary for the Permittee to  
utilize a portion of The Kingsbury County Highway System for the conveyance of  
construction equipment and materials to the project site, and

**WHEREAS**, the Permittee, or his assignee shall restore the portion of said  
highway system to the condition that existed immediately prior to it's use, and

**WHEREAS**, the Permittee agrees to maintain said highway in a safe condition satisfactory  
to the Highway Superintendent or his Designee. Such maintenance shall include repair of  
potholes, repair of soft spots, replacement of gravel, repair of culverts, removal of debris,  
regular blading, dust control and proper signing.

**WHEREAS**, an inspection of the proposed haul route to be utilized will be made not more  
than thirty days prior to initiation of it's use as a haul route, at which time an inspection  
team consisting of authorized representative of the Permittee and The Kingsbury County  
Highway Department will determine and record the existing condition of said route,  
including the type, thickness, and width of the surfacing material in place, condition of  
culverts, ditches and bridges. After completion of said inspection, the authorized  
representatives of the Permittee and The Kingsbury County Highway Department shall  
sign the inspection report agreeing to the conditions stated therein.

**NOW THEREFORE**, in consideration of the requirements herein stated, the undersigned parties hereto agree as follows:

**NOW THEREFORE**, that portion of the Kingsbury County Highway System described above is a segment of The Kingsbury County Highway System, and is maintained by the Kingsbury County Highway Department, and is that segment that is proposed for use as a haul road; that such use is hereby granted provided that Permittee comply with applicable South Dakota Law and regulations and with such conditions, regulations, and restrictions as established by The Kingsbury County Highway Superintendent; and that after use herein state, the Permittee hereby agrees to restore, immediately after stated use, to the satisfaction of The Kingsbury County Highway Superintendent or his Designee, said highway to the condition as stated in The Haul Road Inspection Report. The Permittee's failure to comply with applicable South Dakota law and regulations or the conditions, regulations, and restrictions as established by The Kingsbury County Highway Superintendent will result in the permitted use being immediately withdrawn.

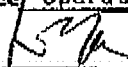
**IN WITNESS WHEREOF**, the said parties hereto have caused this agreement to be signed by their respective and duly authorized officers.

TransCanada Keystone Pipeline, LP by its agent TC Oil Pipeline

Permittee/ Operations Inc.

Kingsbury County Highway Department

By



Lauri Norton  
Assistant Secretary

Title

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



Superintendent of Highways

43189 W Highway 14  
DeSmet, South Dakota 57231  
605-854-3491

By:



Kelly M. Jameson  
Secretary

# KINGSBURY COUNTY UTILITY PERMIT

Whereas 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 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 or maintained gravel 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: 11/18/08

Grantor:

By: Ryan Schoepfle

Chairman  
Kingsbury County Commission

Dated: 12-27-2008

Grantee:

By: Mark F. Wattier

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

Utility & Representative

See attached sheet for summary of county roads:

# KEYSTONE PIPELINE PROJECT

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## KINGSBURY COUNTY

### LIST OF COUNTY ROADS FOR ROAD CROSSING PERMIT

418<sup>th</sup> AVENUE – BEADLE COUNTY/KINGSBURY COUNTY BORDER. ALSO KNOWN AS BEADLE COUNTY ROAD #39 - PAVED. ROAD IS MAINTAINED BY BEADLE COUNTY.

215<sup>th</sup> STREET – KINGSBURY COUNTY #6A – PAVED

218<sup>th</sup> STREET – KINGSBURY COUNTY #17 - GRAVEL

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

10-12-17

## Kingsbury Co - South Dakota

- patching consists of digging out old material & filling in with 2 inches of asphalt
- frost Lanes = 7 ton per axle (gravel also) (all roads)

# WEST ESMOND TOWNSHIP UTILITY PERMIT

Whereas West Esmond 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: 12-31-08

Grantor:

By: Dale Rully

Chairman  
Township Board  
Of Supervisors

Dated: 12-31-08

Grantee:

By: Mark F. Wattier

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

Utility & Representative

NOTE: See attached sheet for summary of township roads:

# KEYSTONE PIPELINE PROJECT

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WEST ESMOND TOWNSHIP, KINGSBURY COUNTY

LIST OF TOWNSHIP ROADS FOR UTILITY PERMIT

211 <sup>th</sup>	STREET – South Half	<i>Maintained by Iroquois TWP</i>
212 <sup>th</sup>	STREET	
213 <sup>th</sup>	STREET	
420 <sup>th</sup>	AVENUE	
214 <sup>th</sup>	STREET	
216 <sup>th</sup>	STREET	
217 <sup>th</sup>	STREET	
421 <sup>st</sup>	AVENUE	
219 <sup>th</sup>	STREET	
220 <sup>th</sup>	STREET – North Half	<i>Maintained by TWP</i>

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 31st day of December, 2008, by and between West Township, ("Township"), and Trans Canada ("Contractor"). Esmond 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:

Dale Reilly - Supervisor "W" Esmon TWP

41917 21854

Iroquois, SD 57353

605-546-2282

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  
Telephone: (816) 880-4609 x133

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  
Assistant Secretary

Title:

Signed:

Dale Reilly

Name:

Dale Reilly

Title:

Chairman

Signed:

Kelly J. Jameson

Name:

Kelly J. Jameson  
Secretary

Title:

## Kingsbury County Building Permit Application

Date: \_\_\_\_\_ Permit Application Number \_\_\_\_\_  
TransCanada Keystone Kerwin Kostad  
Applicant's Name Pipeline, LP Phone Number (816) 880-4881 Cell Number (701) 490-0987

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

Contractor's Name Michels Corporation Phone Number (920) 904-5932 Patrick Heath  
(if different than Applicant) (if different than Applicant)

Building Type (purpose) or Proposed Use: valve site for the TransCanada Keystone Pipeline, including thirty-three-foot telecommunications tower

Feet from Road Right of Way Line 100

Legal Description: West One-Half (W½) of Section 19, Township 111 North, Range 58 West, Kingsbury County, SD

Location of Property: just north of 206<sup>th</sup> Street, east of County Road 38

Property Site Street Address: not assigned  
(if different than applicant)

Application is for (Check All That Apply)

☒ New Structure ☐ Alteration/Addition ☐ Accessory Building ☐ Moving  
☐ Demolition ☐ Excavation

Building Dimensions \_\_\_\_\_ Building Size (Sq Ft) \_\_\_\_\_ Foundation Type \_\_\_\_\_

Heating System \_\_\_\_\_ Basement Area: None \_\_\_\_\_ Partial \_\_\_\_\_ Full \_\_\_\_\_

Project Construction Cost (including labor) \$400,000 - \$500,000

Front Yard Setback \_\_\_\_\_ Side Yard Setback \_\_\_\_\_ Rear Yard Setback \_\_\_\_\_

### Required Application Submissions

- o Residential Development in the Agricultural Zone – Documentation showing that the building site meets the minimum lot requirement of two (2) acres.
- o Residential Development in the Lake Park Zone – Documentation showing that the building site meets the minimum lot requirement of twenty thousand (20,000) square feet.
- o Development in Commercial/Industrial Zoning District – Documentation showing that the building site meets the minimum lot requirement of two (2) acres.
- o Residential Development – Signed Right to Farm Notice Covenant.
- o Residential Development – Signed CAFO Setback Requirement Waiver.
- o Moved Buildings – Signatures as required in Chapter 5.06. of Kingsbury County Zoning Ordinance.
- o Letter from installer of the private sewage system stating that said system was constructed to South Dakota Department of Environment and Natural Resources Administrative Rule 74:53:01.
- o A sketch of the proposed property, showing the following, shall accompany this application:

1. North Direction
2. Dimension of Proposed Structure
3. Street Names
4. Location of Proposed Structure on Lot
5. Dimension and Location of Existing Building on Site
6. Front and Side Yard Setbacks
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 Kingsbury County that for and in consideration of the premises and the permit to construct, erect, alter, install, move, excavate, and the occupancy at the structure as above described, to be issued and granted by the Zoning Officer, 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 Kingsbury County and to obey any and all lawful orders of the Zoning Officer and all State Laws and regulations relating to construction, alteration, repairs, removal, safety and regulations. This permit is revocable for cause. The permit shall become void unless substantial progress has been made within (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 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 # 1661 issued this 3<sup>rd</sup> day of February

Jeff Madnor  
Kingsbury County Zoning Officer

FOR OFFICIAL USE ONLY

Fee Paid: 575.00 Date: 1/21/09  
Permit issued: #1661 Date: 2/3/09  
Permit Expires: 8/3/09

Reasons for Denying Permit:

FEB - 5 2009

KINGSBURY COUNTY ZONING BOARD

# BUILDING PERMIT

FEB - 5 2009

ISSUED TO: TransCanada Keystone Pipeline, LP

P.O. ADDRESS: 7509 Tiffany Springs Parkway, Kansas City, MO 64153

FOR (Type of Improvement): Valve site including 33 foot telecomm. tower

LEGAL DESCRIPTION: W 1/2 of 19-111-58

DATE ISSUED: 2/3/09

EXPIRATION DATE: 8/3/09

NO. 1661

Zoning Officer

Jeff Madson