

Haul Route Agreement

THIS AGREEMENT, made and entered into this 3rd day of February, 2008, by and between Miner County, ("County"), and Trans Canada ("Contractor").
Keystone Pipeline, LP

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

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

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

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

1. PURPOSE:

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

2. DEFINITIONS:

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

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

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

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

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

3. GENERAL AGREEMENT AS TO ROAD USE:

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

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

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

4. GENERAL TERMS:

a. Compliance with Laws and Regulations

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

b. Severability

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

c. Scope and Construction of Terms

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

d. Notification

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

On behalf of the County:

Miner Co. Highway - Ron Kremppges - 605-222-4721
PO Box 246
201 West Hwy 34
Howard, SD 57349

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 x 133

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

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

County

Signed: _____

Name: _____

Title: _____

Lauri Newton

Lauri Newton
Assistant Secretary

Signed: _____

Name: _____

Title: _____

Dallen D. Schurz

Miner County

Chairman Miner County Comm

Signed: _____

Name: _____

Title: _____

Kelly J. Jameson

Kelly J. Jameson
Secretary

Miner County Highway Dept.

P.O. Box 246

Howard, South Dakota 57349

TransCanada Pipeline
Huron Office
ATTN: Paul Kleist

In regards to the construction of an approach on 425th Ave. (County Road #17) south of SD Hwy. 34 right-of-way, for the pipeline valve.

Miner County Hwy. Dept. does not require a permit for this approach. Miner County Hwy. Dept. does require the top surface to be a minimum of twenty-five feet in width and gravel, also an eighteen inch diameter steel culvert of adequate length for drainage.

Any questions call my office at 605-772-4721.

Ron Krempges
Miner County Hwy. Supt.

1

**APPLICATION FOR OCCUPANCY FOR UNDERGROUND CONSTRUCTION
ON MINER COUNTY HIGHWAY RIGHT-OF-WAY**

Date: 12/01/2008

Applicant: Trans Canada Keystone Pipeline, LP

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

Telephone number: 1-866-717-7473

Application is made for underground construction of:
Crude Oil Pipeline

(describe proposed construction in county highway right-of-way)

Legal description of excavation site:

SE 4, Sect. 10, T108N-R58W
Miner Co. Rd. #2 NE 4, Sect. 15, T108N-R58W

Excavation Street Address: (number or street)

222nd Street

Nearest intersecting street:

422nd Avenue

Type of work or intended usage:

Construct and install a 30"
pipeline to transport crude oil.

Cable or pipe size and type:

30" steel Pipe

Depth of excavation:

Top of pipe will be a minimum of 6' below road.

Tunneling or boring?

Yes (yes or no)

Method of installation:

Dry bore

Approximate construction dates Start

05/01/2009 Finish 12/31/2009

Contact person:

Call Ellis & Associates Inc. 110 3rd St SW, Suite #104,
Huron, SD 57350 Toll Free: 888-375-1375 or 605-352-13

Please attach a map or sketch showing the location of the proposed underground construction.

- 7/
1. The applicant will, at any time subsequent to placing the underground utility, and as long as the utility exists, and at his own expense, relay or reconstruct the utility as may become necessary to protect it from new grades or alignments, resulting from maintenance or construction operations by the county. The applicant agrees to do this promptly upon order by the county without cost. If the applicant is unable to comply promptly, the county may cause the work to be done, and the applicant will pay the cost thereof upon receipt of statement.
 2. The applicant shall take all reasonable precautions, during construction and subsequent use, to protect and safeguard the lives and property of the traveling public and adjacent property owners. Applicant will provide sufficient traffic control and signage during and after construction of the utility. Applicant shall save harmless the county from any and all suits, actions, or claims of any kind or nature brought because of any injuries or property on account of the use or occupancy of the highway right-of-way. In addition, the applicant shall hold harmless the county for any damage caused to the utility by any construction or regular maintenance of the highway right-of-ways by the county. The applicant shall assume responsibility to return all highways and right-of-ways to their original state before the commencement of construction and maintain that state throughout any heavy usage that might occur through heavy company use.
 3. The applicant agrees that all highway right-of-ways in the county be bored only; cutting of any pavement or gravel surfaces is not allowed.
 4. As per their agreement with the State of South Dakota the pipeline will be buried at a minimum of four feet of depth. This should be sufficient to withstand pressures and the superimposed loads of the roadway and traffic, including that of construction equipment.
 5. The applicant will be responsible for any repairs to the highway sub-grade, road surface, culverts and signs resulting from placement or maintenance of such utility.
 6. No above ground structures shall be placed in the county highway right-of-way without written permission of the County.

Applicant: Trans Canada Keystone Pipeline, LP

By: Mark J. Watson

R. Myers
Recommended for approval by the Miner County Highway Superintendent

Approval date: 12/2/08

William A. Schaefer
Chairman, Miner County Board of Commissioners, Howard, S. Dak. 57349

2

**APPLICATION FOR OCCUPANCY FOR UNDERGROUND CONSTRUCTION
ON MINER COUNTY HIGHWAY RIGHT-OF-WAY**

Date: 12/01/2008

Applicant: Trans Canada Keystone Pipeline, LP

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

Telephone number: 1-866-717-7473

Application is made for underground construction of:
Crude Oil Pipeline

(describe proposed construction in county highway right-of-way)

Legal description of excavation site: SW 4, Sect. 23, T108N-R58W

Miner Co Rd # 6A NW 4, Sect. 26, T108N-R58W

Excavation Street Address: (number or street) 224th Street

Nearest intersecting street: 422nd Avenue

Type of work or intended usage: Construct and install a 30"
pipeline to transport crude oil.

Cable or pipe size and type: 30" steel Pipe

Depth of excavation: Top of pipe will be a minimum of 6' below road.

Tunneling or boring? Yes (yes or no)

Method of installation: Dry bore

Approximate construction dates: Start 05/01/2009 Finish 12/31/2009

Contact person: Call Ellis & Associates Inc. 110 3rd St SW, Suite #104,
Huron, SD 57350 Toll Free: 888-375-1375 or 605-352-13

Please attach a map or sketch showing the location of the proposed underground construction.

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Applicant: Trans Canada Keystone Pipeline, LP

By: 


Recommended for approval by the Miner County Highway Superintendent

Approval date: 12/2/08


Chairman, Miner County Board of Commissioners, Howard, S. Dak. 57349

#3

**APPLICATION FOR OCCUPANCY FOR UNDERGROUND CONSTRUCTION
ON MINER COUNTY HIGHWAY RIGHT-OF-WAY**

Date: 12/01/2008

Applicant: Trans Canada Keystone Pipeline, LP

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

Telephone number: 1-866-717-7413

Application is made for underground construction of:
Crude Oil Pipeline

(describe proposed construction in county highway right-of-way)

Legal description of excavation site: SW 4, Sect. 01, T107N-R58W

Miner Co. Rd. #10 NW 4, Sect. 12, T107N-R58W

Excavation Street Address: (number or street) 227th Street

Nearest intersecting street: 423rd Ave.

Type of work or intended usage: Construct and install a 30"
pipeline to transport crude oil.

Cable or pipe size and type: 30" steel Pipe

Depth of excavation: Top of pipe will be a minimum of 6' below road.

Tunneling or boring? Yes (yes or no)

Method of installation: Dry bore

Approximate construction dates Start 05/01/2009 Finish 12/31/2009

Contact person: Call Ellis & Associates Inc, 110 3rd St SW, Suite #104,
Huron, SD 57350 Toll Free: 888-375-1375 or 605-352-13

Please attach a map or sketch showing the location of the proposed underground construction.

#3

1. The applicant will, at any time subsequent to placing the underground utility, and as long as the utility exists, and at his own expense, relay or reconstruct the utility as may become necessary to protect it from new grades or alignments, resulting from maintenance or construction operations by the county. The applicant agrees to do this promptly upon order by the county without cost. If the applicant is unable to comply promptly, the county may cause the work to be done, and the applicant will pay the cost thereof upon receipt of statement.
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Applicant: TransCanada Keystone Pipeline, LP

By: M. D. Walter

Ron Kypre
Recommended for approval by the Miner County Highway Superintendent

Approval date: 12/2/08

Arthur R. Schmeel
Chairman, Miner County Board of Commissioners, Howard, S. Dak. 57349

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**APPLICATION FOR OCCUPANCY FOR UNDERGROUND CONSTRUCTION
ON MINER COUNTY HIGHWAY RIGHT-OF-WAY**

Date: 12/01/2008

Applicant: Trans Canada Keystone Pipeline, LP

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

Telephone number: 1-866-717-7473

Application is made for underground construction of:
Crude Oil Pipeline

(describe proposed construction in county highway right-of-way)

Legal description of excavation site: SE 4, 24, T107N - R58W

Miner Co. Rd #14 NE 4, 25, T107N - R58W

Excavation Street Address: (number or street) 230th Street

Nearest intersecting street: 424th Ave.

Type of work or intended usage: Construct and install a 30"
pipeline to transport crude oil.

Cable or pipe size and type: 30" steel Pipe

Depth of excavation: Top of pipe will be a minimum of 6' below road.

Tunneling or boring? Yes (yes or no)

Method of installation: Dry bore

Approximate construction dates: Start 05/01/2009 Finish 12/31/2009

Contact person: Call Ellis & Associates Inc. 110 3rd St SW, Suite #104,
Huron, SD 57350 Toll Free: 888-375-1375 or 605-352-13

Please attach a map or sketch showing the location of the proposed underground construction.

4

1. The applicant will, at any time subsequent to placing the underground utility, and as long as the utility exists, and at his own expense, relay or reconstruct the utility as may become necessary to protect it from new grades or alignments, resulting from maintenance or construction operations by the county. The applicant agrees to do this promptly upon order by the county without cost. If the applicant is unable to comply promptly, the county may cause the work to be done, and the applicant will pay the cost thereof upon receipt of statement.
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Applicant: Trans Canada Keystone Pipeline, LP

By: Walt P. Nutter

Don Hayes
Recommended for approval by the Miner County Highway Superintendent

Approval date: 12/2/08

Dallen D. Schum
Chairman, Miner County Board of Commissioners, Howard, S. Dak. 57349

" 5

**APPLICATION FOR OCCUPANCY FOR UNDERGROUND CONSTRUCTION
ON MINER COUNTY HIGHWAY RIGHT-OF-WAY**Date: 12/01/2008Applicant: Trans Canada Keystone Pipeline, LPAddress: 7509 NW Tiffany Springs Parkway, Northpointe Circle II, Suite 200
Kansas City, MO 64153Telephone number: 1-866-717-7473Application is made for underground construction of:
Crude Oil Pipeline

(describe proposed construction in county highway right-of-way)

Legal description of excavation site: SE 4. 06. T106N-R57WMiner Co. Rd. # 17 SW 4. 05. T106N-R57WExcavation Street Address: (number or street) 425th AvenueNearest intersecting street: SD Hwy # 34Type of work or intended usage: Construct and install a 30"
pipeline to transport crude oil.Cable or pipe size and type: 30" steel pipeDepth of excavation: Top of pipe will be a minimum of 6' below road.Tunneling or boring? Yes (yes or no)Method of installation: Dry boreApproximate construction dates—Start 05/01/2009 Finish 12/31/2009Contact person: Call Ellis & Associates Inc. 110 3rd St SW, Suite #104,
Huron, SD 57350 Toll Free: 888-375-1375 or 605-352-13

Please attach a map or sketch showing the location of the proposed underground construction.

#5

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Applicant: TransCanada Keystone Pipeline, LP

By: M. J. Wether

Don Kyles
Recommended for approval by the Miner County Highway Superintendent

Approval date: 12/2/08

Dallen D. Schaefer
Chairman, Miner County Board of Commissioners, Howard, S. Dak. 57349

6

**APPLICATION FOR OCCUPANCY FOR UNDERGROUND CONSTRUCTION
ON MINER COUNTY HIGHWAY RIGHT-OF-WAY**

Date: 12/01/2008

Applicant: Trans Canada Keystone Pipeline, LP

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

Telephone number: 1-866-717-7473

Application is made for underground construction of:
Crude Oil Pipeline

(describe proposed construction in county highway right-of-way)

Legal description of excavation site:

SW4. 33. T106N - R57W
Miner Co. Rd. # 20 NW4. 04. T105N - R57W

Excavation Street Address: (number or street)

238th Street

Nearest intersecting street:

426th Ave.

Type of work or intended usage:

Construct and install a 30"
pipeline to transport crude oil.

Cable or pipe size and type:

30" steel pipe

Depth of excavation:

Top of pipe will be a minimum of 6' below road.

Tunneling or boring?

Yes (yes or no)

Method of installation:

Dry bore

Approximate construction dates-Start

05/01/2009 Finish 12/31/2009

Contact person:

Call Ellis & Associates Inc. 110 3rd St SW, Suite #104.

Huron, SD 57350 Toll Free: 888-375-1375 or 605-352-13

Please attach a map or sketch showing the location of the proposed underground construction.

6

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Applicant: Trans Canada Keystone Pipeline, LP

By: 


Recommended for approval by the Miner County Highway Superintendent

Approval date: 12/2/08


Chairman, Miner County Board of Commissioners, Howard, S. Dak. 57349

**APPLICATION FOR OCCUPANCY FOR UNDERGROUND CONSTRUCTION
ON MINER COUNTY HIGHWAY RIGHT-OF-WAY**

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Applicant: Trans Canada Keystone Pipeline, LP

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

Telephone number: 1-866-717-7473

Application is made for underground construction of:
Crude Oil Pipeline

(describe proposed construction in county highway right-of-way)

Legal description of excavation site:

SW 4.21, T105N-R57W

Miner Co Rd # 22 NW 4.28, T105N-R57W

Excavation Street Address: (number or street)

242nd Street

Nearest intersecting street: Between 426th Ave & SD Hwy 25

Type of work or intended usage: Construct and install a 30"
pipeline to transport crude oil.

Cable or pipe size and type: 30" steel pipe

Depth of excavation: Top of pipe will be a minimum of 6' below road.

Tunneling or boring? Yes (yes or no)

Method of installation: Dry bore

Approximate construction dates: Start 05/01/2009 Finish 12/31/2009

Contact person: Call Ellis & Associates Inc, 110 3rd St SW, Suite #104,
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Please attach a map or sketch showing the location of the proposed underground construction.

1

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Applicant: Trans Canada Keystone Pipeline, LP

By: Mark W. Watson

Don Hughes
Recommended for approval by the Miner County Highway Superintendent

Approval date: 12/2/08

Dallen D. Schuch
Chairman, Miner County Board of Commissioners, Howard, S. Dak. 57349

APPLICATION FOR OCCUPANCY FOR UNDERGROUND CONSTRUCTION ON MINER COUNTY HIGHWAY RIGHT-OF-WAY

Date: 12/01/2008

Applicant: Trans Canada Keystone Pipeline, LP

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

Telephone number: 1-866-717-7473

Application is made for underground construction of:
Crude Oil Pipeline
(describe proposed construction in county highway right-of-way)

Legal description of excavation site: S2, 33, T105N-R57W

Border of Miner Co. & Hanson Co. - Hanson Co. maintains this road

Excavation Street Address: (number or street) 244th Street

Nearest intersecting street: Between 426th Ave. & SD HWY 25

Type of work or intended usage: Construct and install a 30" pipeline to transport crude oil.

Cable or pipe size and type: 30" steel Pipe

Depth of excavation: Top of pipe will be a minimum of 6' below road.

Tunneling or boring? Yes (yes or no)

Method of installation: Dry bore

Approximate construction dates-Start 05/01/2009 Finish 12/31/2009

Contact person: Call Ellis & Associates Inc, 110 3rd St SW, Suite #104,
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- # 2
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 6. No above ground structures shall be placed in the county highway right-of-way without written permission of the County.

Applicant: Trans Canada Keystone Pipeline, LP

By: Mike M. Wathen

Ben Ryger
Recommended for approval by the Miner County Highway Superintendent

Approval date: 12/2/08

Dallen D. Johnson
Chairman, Miner County Board of Commissioners, Howard, S. Dak 57349

APPLICATION FOR OCCUPANCY FOR UNDERGROUND CONSTRUCTION

ON Redstone TOWNSHIP ROAD RIGHT-OF-WAY

Date: 3-10-2009

Applicant: TransCanada Keystone Pipeline, LP

Address: 7509 NW Tiffany Springs Parkway, North Pointe Circle II Suite 200 Kansas City, MO 64153

Telephone number: 1-816-680-4609

Application is made for underground construction of: Crude Oil Pipeline
(describe proposed construction in county highway right-of-way)

Legal description of excavation site:

SE4, 3S, T108N-R58W

NE4, 2, T107N-R58W

Excavation Street Address: (number or street)

226th Street

Nearest intersecting street:

226th St. & 423rd Ave

Type of work or intended usage: construct and install a 30"

pipeline to transport Crude Oil

Cable or pipe size and type:

30" P/A

Depth of excavation: Top of pipe will be a minimum of 6' below top of road

Tunneling or boring? yes (yes or no)

Method of installation:

Dry bore

Approximate construction dates-Start 5-01-2009 Finish 12-31-2009

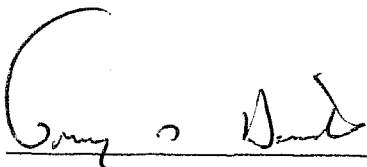
Contact person: Ellis & Associates, Inc. 110 3rd St SW suite 104 Huron SD 57350
605-352-1375

Please attach a map or sketch showing the location of the proposed underground construction.

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6. No above ground structures shall be placed in the township road right-of-way without written permission of the Township.

Applicant: TransCanada Keystone Pipeline, LP

By: 



Supervisor of Redstone Township of Miner County

Approval date: 3/17/09

T108N
R68W
SEC. 36

ML SD JUN-07/610000
JANICE GEHRING

T108N
R68W
SEC. 35

226th

MP
348

T107N
R68W
SEC. 1

ML SD JUN-07/62
GARY ROBY
T107N
R68W
SEC. 2

Miner County

APPLICATION FOR OCCUPANCY FOR UNDERGROUND CONSTRUCTION

ON Redstone TOWNSHIP ROAD RIGHT-OF-WAY

Date: 3-10-2009

Applicant: TransCanada Keystone Pipeline, LP

Address: 7509 NW Tiffany Springs Parkway, North Pointe Circle II Suite 200 Kansas City, MO 64153

Telephone number: 1-816-680-4609

Application is made for underground construction of: Crude Oil Pipeline
(describe proposed construction in county highway right-of-way)

Legal description of excavation site: SE4, 1S, T108N-R58W
SW4, 14, T108N-R58W

Excavation Street Address: (number or street) 422nd Ave

Nearest intersecting street: 422nd Ave & 223rd St

Type of work or intended usage: construct and install a 30"
Pipeline to transport Crude Oil

Cable or pipe size and type: 30" Pipe

Depth of excavation: Top of pipe will be a minimum of 6' below top of road

Tunneling or boring? ☒ Yes (yes or no)

Method of installation: Dry Bore

Approximate construction dates-Start 5-01-2009 Finish 12-31-2009

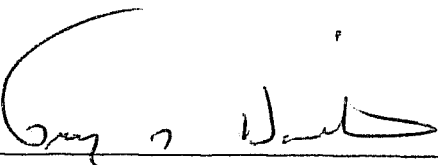
Contact person: Ellis & Associates, Inc. 110 3rd St SW Suite 104 Huron SD 57350
605-352-1375

Please attach a map or sketch showing the location of the proposed underground construction.

1. The applicant will, at any time subsequent to placing the underground utility, and as long as the utility exists, and at his own expense, relay or reconstruct the utility as may become necessary to protect it from new grades or alignments, resulting from maintenance or construction operations by the township. The applicant agrees to do this promptly upon order by the township without cost. If the applicant is unable to comply promptly, the township may cause the work to be done, and the applicant will pay the cost thereof upon receipt of statement.
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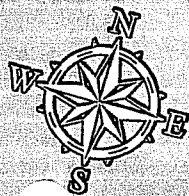
Applicant: TransCanada Keystone Pipeline, LP

By: 



Supervisor of Redstone Township of Miner County

Approval date: 3/17/09



T 108N
R 63W
SEC. 14

ML-SD-MN-0756.0000
BREYER FOX

MP
344

42.2W

223.60

ML-SD-MN-0757.0000
ALBRECHT BROS

T 108N
R 63W
SEC. 22

ML-SD-MN-0754.0000
HENRIETTA TRUH

T 108N
R 63W
SEC. 15

ML-SD-MN-0755.0000
NOBLO INC

Winnier County

T 108N
R 63W
SEC. 22

APPLICATION FOR OCCUPANCY FOR UNDERGROUND CONSTRUCTION

ON Redstone TOWNSHIP ROAD RIGHT-OF-WAY

Date: 3-10-2009

Applicant: TransCanada Keystone Pipeline, LP

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

Telephone number: 1-816-880-4609

Application is made for underground construction of: Crude Oil Pipeline
(describe proposed construction in county highway right-of-way)

Legal description of excavation site: SW4, 14, T108N-R58W
NW4, 23, T106N-R58W

Excavation Street Address: (number or street) 223rd Street

Nearest intersecting street: 223rd St & 42nd Ave

Type of work or intended usage: construct and install a 30"
pipeline to transport Crude Oil

Cable or pipe size and type: 30" Pipe

Depth of excavation: Top of pipe will be a minimum of 6' below top of road

Tunneling or boring? no (yes or no)

Method of installation: open cut

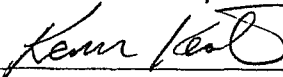
Approximate construction dates-Start 5-01-2009 Finish 12-31-2009

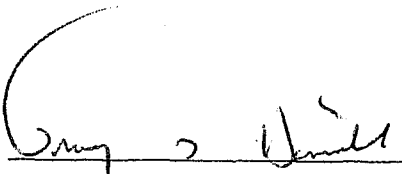
Contact person: Ellis & Associates, Inc. 110 3rd St SW Suite 104 Huron SD 57350
605-352-1375

Please attach a map or sketch showing the location of the proposed underground construction.

1. The applicant will, at any time subsequent to placing the underground utility, and as long as the utility exists, and at his own expense, relay or reconstruct the utility as may become necessary to protect it from new grades or alignments, resulting from maintenance or construction operations by the township. The applicant agrees to do this promptly upon order by the township without cost. If the applicant is unable to comply promptly, the township may cause the work to be done, and the applicant will pay the cost thereof upon receipt of statement.
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Applicant: TransCanada Keystone Pipeline, LP

By: 



Supervisor of Redstone Township of Miner County

Approval date: 3/17/09

ML-SD-MIN-07/56/0000
BRENT FOX

223rd

Redstone Creek North Branch

MP
345

T 108N
R 53W
SEC. 26

ML-SD-MIN-07/57/0000
ALBRECHT BROS.

423rd

Miller County

55.0000
INC

T 108N
R 53W
SEC. 22

APPLICATION FOR OCCUPANCY FOR UNDERGROUND CONSTRUCTION

ON Redstone TOWNSHIP ROAD RIGHT-OF-WAY

Date: 3-10-2009

Applicant: TransCanada Keystone Pipeline, LP

Address: 7509 NW Tiffany Springs Parkway, North Brite Circle II Suite 200 Kansas City, MO 64153

Telephone number: 1-816-680-4609

Application is made for underground construction of:

Crude Oil Pipeline

(describe proposed construction in county highway right-of-way)

Legal description of excavation site:

SW4, 26, T108N-RS8W

SE4, 26, T108N-RS8W

NE4, 35, T108N-RS8W

Excavation Street Address: (number or street)

225th Street

Nearest intersecting street:

225th St. & 423rd Ave

Type of work or intended usage: construct and install a 30"

pipeline to transport Crude Oil

Cable or pipe size and type:

30" Pipe

Depth of excavation: Top of pipe will be a minimum of 6' below top of road

Tunneling or boring? no (yes or no)

Method of installation:

open cut

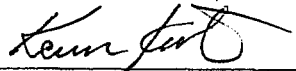
Approximate construction dates-Start 5-01-2009 Finish 12-31-2009

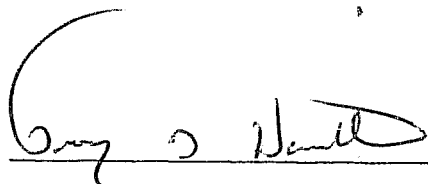
Contact person: Ellis & Associates, Inc. 110 3rd St SW Suite 104 Huron SD 57350
605-352-1375

Please attach a map or sketch showing the location of the proposed underground construction.

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Applicant: TransCanada Keystone Pipeline, LP

By: 



Supervisor of Redstone Township of Miner County

Approval date: 3/17/09

ML-SD-MN-0759.0000
ARTHUR STIP

ML-SD-MN-0760.0000
GLENN GEHRING

Miner County

225th

7-108N
R38W
SEC. 35

ML-SD-MN-0761.0000
JANICE GEHRING

MP
347



APPLICATION FOR OCCUPANCY FOR UNDERGROUND CONSTRUCTION

ON Redstone TOWNSHIP ROAD RIGHT-OF-WAY

Date: 3-10-2009

Applicant: TransCanada Keystone Pipeline, LP

Address: 7509 NW Tiffany Springs Parkway, North Brite Circle II Suite 200 Kansas City, MO 64153

Telephone number: 1-816-680-4609

Application is made for underground construction of: Crude Oil Pipeline

(describe proposed construction in county highway right-of-way)

Legal description of excavation site: SW4, 34, T109N-RS8W

NW4, 3, T108N-RS8W

Excavation Street Address: (number or street)

220th Street

Nearest intersecting street: 220th St & 421st Ave

Type of work or intended usage: construct and install a 30"

pipeline to transport Crude Oil

Cable or pipe size and type: 30" P.A.

Depth of excavation: Top of pipe will be a minimum of 6' below top of road

Tunneling or boring? Yes (yes or no)

Method of installation: Dry bore

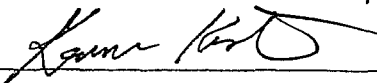
Approximate construction dates-Start 5-01-2009 Finish 12-31-2009

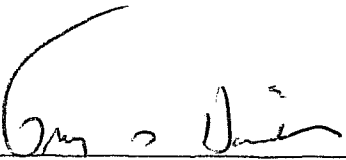
Contact person: Ellis & Associates, Inc. 110 3rd St SW Suite 104 Huron SD 57350
605-352-1375

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Applicant: TransCanada Keystone Pipeline, LP

By: 



Supervisor of Redstone Township of Miner County

Approval date: 3/17/09

Kingbury County

ML-SD-KB-0750.0000
DAVID BORHITZ

MP
341

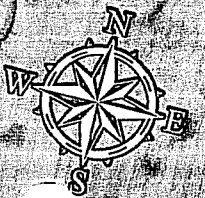
T109N
R58W
S46

ML-SD-KB-0751.0000
DEETIA GOSS

220th

T108N
R58W
SEG. 6

ML-SD-KB-0752.0000
MORFLO INC



Miller County

APPLICATION FOR OCCUPANCY FOR UNDERGROUND CONSTRUCTION

ON Redstone TOWNSHIP ROAD RIGHT-OF-WAY

Date: 3-10-2009

Applicant: TransCanada Keystone Pipeline, LP

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

Telephone number: 1-816-680-4609

Application is made for underground construction of: Crude Oil Pipeline
(describe proposed construction in county highway right-of-way)

Legal description of excavation site: SE 1/4, 3, T108N-RS8W
NE 1/4, 10, T108N-RS8W

Excavation Street Address: (number or street) 221st Street

Nearest intersecting street: 221st St & 42nd Ave

Type of work or intended usage: construct and install a 30"
pipeline to transport Crude Oil

Cable or pipe size and type: 30" Pipe

Depth of excavation: Top of pipe will be a minimum of 6' below top of road

Tunneling or boring? Yes (yes or no)

Method of installation: dry bore

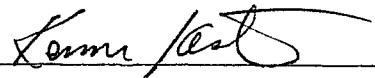
Approximate construction dates-Start 5-01-2009 Finish 12-31-2009

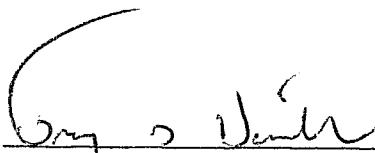
Contact person: Ellis & Associates, Inc. 110 3rd St SW Suite 104 Huron SD 57350
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Applicant: TransCanada Keystone Pipeline, LP

By: 



Supervisor of Redstone Township of Miner County

Approval date: 3/17/09

T108N
R56W
SEC. 3

Wilmer County

221st

T108N
R56W
SEC. 10

ML SD MN 0753.0000
JON ALBRECHT

MP
343

42nd

T108N

Haul Route Agreement

THIS AGREEMENT, made and entered into this 17th day of March, 2008, by and between Redstone 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 Contractor shall restore roads to preconstruction condition.*

T.O.H. ER J.m. S
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:

Troy Hamilton

PO Box 13

22349 422nd Ave

Carthage, SD 57323

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

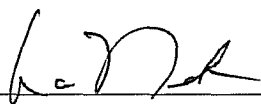
Kansas City, MO 64153

Telephone: (816) 880-4609 x 133

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: Troy Hamilton

Title: Chairman

Signed: 

Name: M. Catharine Davis

Title: Assistant Secretary

MINER TOWNSHIP UTILITY PERMIT

Whereas Miner Township, Miner 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. Township gravel roads will be bored under for pipe line

Dated: 4-1-09

Dated: 4-06-09

Grantor:

Grantee:

By: Doyle Crane

By: Eric Munz

Chairman
Township Board
Of Supervisors

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

Utility & Representative

NOTE: See attached sheet for summary of township roads:

KEYSTONE PIPELINE PROJECT

MINER TOWNSHIP, MINER COUNTY

LIST OF TOWNSHIP ROADS FOR UTILITY PERMIT

226th STREET – South Half – Maintained by Miner TWP.

423rd AVENUE

228th STREET

229th STREET

424th AVENUE – West Half – Maintained by Miner TWP.

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

Haul Route Agreement

THIS AGREEMENT, made and entered into this 1st day of April, 2009, by and between Miner 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:

Doyle Crane Supervisor
Ran Wiere Treasurer

Lee Edwards - Miner Township Clerk

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: Lauri Newton

Title: Asst. Corp. Secretary

Signed: Doyle Crane

Name: Doyle Crane

Title: Supervisor

Signed: Kelly J. Jameson

Name: Kelly J. Jameson

Title: Secretary

Haul Route Agreement

THIS AGREEMENT, made and entered into this 3rd day of March, 2009 by and between Green Valley Township, ("Township"), and TRANSCANADA ("Contractor"). Keystone Pipeline, LP

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

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

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

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

1. PURPOSE:

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

2. DEFINITIONS:

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

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

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

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

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

3. GENERAL AGREEMENT AS TO ROAD USE:

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

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

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

4. GENERAL TERMS:

a. Compliance with Laws and Regulations

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

b. Severability

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

c. Scope and Construction of Terms

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

d. Notification

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

On behalf of the Township:

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

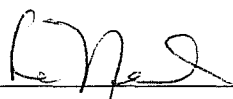
Kansas City, MO 64153

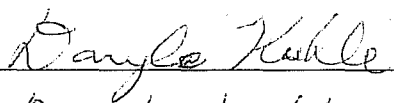
Telephone: (816) 880-4609 x 133


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: Danyle Kuhle
Title: Supervisor

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

APPLICATION FOR OCCUPANCY FOR UNDERGROUND CONSTRUCTION

ON Roswell TOWNSHIP ROAD RIGHT-OF-WAY

Date: 1-28-2009

Applicant: TransCanada Keystone Pipeline, LP

Address: 2509 NW Tiffany Springs Parkway, Northpointe Circle II

Suite 200, Kansas City, MO 64153

Telephone number: 1-816-880-4609

Application is made for underground construction of Crude Oil Pipeline
(describe proposed construction in county highway right-of-way)

Legal description of excavation site: SW 4, 28, T106N - R57W

NW 4, 33, T106N - R57W

Excavation Street Address: (number or street) 237 Th. Street - No Road

Nearest intersecting street: 237 St & 426 Ave

Type of work or intended usage: Construct and install a 30" pipeline to transport crude oil.

Cable or pipe size and type: 30" Pipe

Depth of excavation: Top of pipe will be a minimum of 6'

Tunneling or boring? No (yes or no) below top of road.

Method of installation: Open Cut - Section Line

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

Contact person: Call Ellis & Associates, Inc. - 110 3rd St. SW, Suite #104
Huron, SD 57350 Toll Free: 888-395-1395 or 605-352-1395

Please attach a map or sketch showing the location of the proposed underground construction.

1. The applicant will, at any time subsequent to placing the underground utility, and as long as the utility exists, and at his own expense, relay or reconstruct the utility as may become necessary to protect it from new grades or alignments, resulting from maintenance or construction operations by the township. The applicant agrees to do this promptly upon order by the township without cost. If the applicant is unable to comply promptly, the township may cause the work to be done, and the applicant will pay the cost thereof upon receipt of statement.

2. The applicant shall take all reasonable precautions, during construction and subsequent use, to protect and safeguard the lives and property of the traveling public and adjacent property owners. Applicant will provide sufficient traffic control and signage during and after construction of the utility. Applicant shall save harmless the township from any and all suits, actions, or claims of any kind or nature brought because of any injuries or property on account of the use or occupancy of the township right-of-way. In addition, the applicant shall hold harmless the township for any damage caused to the utility by any construction or regular maintenance of the township right-of-ways by the township. The applicant shall assume responsibility to return all roads and right-of-ways to their original state before the commencement of construction and maintain that state throughout any heavy usage that might occur through heavy company use.

3. The applicant agrees that all road right-of-ways in the township be bored only; cutting of any pavement or gravel surfaces is not allowed.

4. As per their agreement with the State of South Dakota the pipeline will be buried at a minimum of four feet of depth. This should be sufficient to withstand pressures and the superimposed loads of the roadway and traffic, including that of construction equipment.

5. The applicant will be responsible for any repairs to the township sub-grade, road surface, culverts and signs resulting from placement or maintenance of such utility.

6. No above ground structures shall be placed in the township road right-of-way without written permission of the Township.

7. APPLICANT WILL PAY ROSWELL TOWNSHIP \$300.00 FEE PER ROAD CROSSING.

Applicant: Trans Canada Keystone Pipeline, LP

By: Laura [Signature]

Larry Calmus David Clark Bob Calmus

Supervisor of Roswell Township of Miner County

Approval date: 1-31-09

APPLICATION FOR OCCUPANCY FOR UNDERGROUND CONSTRUCTION

ON Roswell TOWNSHIP ROAD RIGHT-OF-WAY

Date: 1-28-2009

Applicant: TransCanada Keystone Pipeline, LP

Address: 1509 NW Tiffany Springs Parkway, Northpointe Circle II

Suite 200, Kansas City, MO 64153

Telephone number: 1-816-880-4609

Application is made for underground construction of Crude Oil Pipeline

(describe proposed construction in county highway right-of-way)

Legal description of excavation site:

SW 4, 08, T106N R57W

NW 4, 17, T106N - R57W

Excavation Street Address: (number or street)

234TH Street - No Road

Nearest intersecting street:

234 ST. & 425 AVE

Type of work or intended usage:

Construct and install a 30" pipeline to transport crude oil.

Cable or pipe size and type:

30" Pipe

Depth of excavation:

Top of pipe will be a minimum of 6'

Tunneling or boring?

No

(yes or no)

below top of road.

Method of installation:

Open Cut - Section Line

Approximate construction dates-Start

5-1-2009

Finish

12-31-2009

Contact person:

Call Ellis & Associates, Inc. - 110 3rd St. SW, Suite #104

Huron, SD 57350 Toll Free: 888-375-1375 or 605-352-1375

Please attach a map or sketch showing the location of the proposed underground construction.

1. The applicant will, at any time subsequent to placing the underground utility, and as long as the utility exists, and at his own expense, relay or reconstruct the utility as may become necessary to protect it from new grades or alignments, resulting from maintenance or construction operations by the township. The applicant agrees to do this promptly upon order by the township without cost. If the applicant is unable to comply promptly, the township may cause the work to be done, and the applicant will pay the cost thereof upon receipt of statement.

2. The applicant shall take all reasonable precautions, during construction and subsequent use, to protect and safeguard the lives and property of the traveling public and adjacent property owners. Applicant will provide sufficient traffic control and signage during and after construction of the utility. Applicant shall save harmless the township from any and all suits, actions, or claims of any kind or nature brought because of any injuries or property on account of the use or occupancy of the township right-of-way. In addition, the applicant shall hold harmless the township for any damage caused to the utility by any construction or regular maintenance of the township right-of-ways by the township. The applicant shall assume responsibility to return all roads and right-of-ways to their original state before the commencement of construction and maintain that state throughout any heavy usage that might occur through heavy company use.

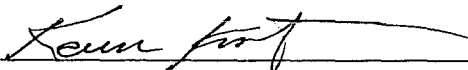
3. The applicant agrees that all road right-of-ways in the township be bored only; cutting of any pavement or gravel surfaces is not allowed.

4. As per their agreement with the State of South Dakota the pipeline will be buried at a minimum of four feet of depth. This should be sufficient to withstand pressures and the superimposed loads of the roadway and traffic, including that of construction equipment.

5. The applicant will be responsible for any repairs to the township sub-grade, road surface, culverts and signs resulting from placement or maintenance of such utility.

6. No above ground structures shall be placed in the township road right-of-way without written permission of the Township.

7. APPLICANT WILL PAY ROSWELL TOWNSHIP \$300.00 FEE PER ROAD CROSSING.
Applicant: Trans Canada Keystone Pipeline, LP

By: 

Larry Calmus Paul Claf Ed Calmus
Supervisor of Roswell Township of Miner County

Approval date: 1-31-09

APPLICATION FOR OCCUPANCY FOR UNDERGROUND CONSTRUCTION

ON Roswell TOWNSHIP ROAD RIGHT-OF-WAY

Date: 1-28-2009

Applicant: TransCanada Keystone Pipeline, LP

Address: 1509 NW Tiffany Springs Parkway, Northpointe Circle II

Suite 200, Kansas City, MO 64153

Telephone number: 1-816-880-4609

Application is made for underground construction of: Crude Oil Pipeline

(describe proposed construction in county highway right-of-way)

Legal description of excavation site: SE 4, 17, T106N - R57W

NE 4, 20, T106N - R57W

Excavation Street Address: (number or street) 235th Street

Nearest intersecting street: 235th St & 426 Ave

Type of work or intended usage: Construct and install a 30" pipeline to transport crude oil.

Cable or pipe size and type: 30" Pipe

Depth of excavation: Top of pipe will be a minimum of 6'

Tunneling or boring? No (yes or no) below top of road.

Method of installation: Open Cut

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

Contact person: Call Ellis & Associates, Inc. - 110 3rd St. SW, Suite #104,
Huron, SD 57350 Toll Free: 888-375-1375 or 605-352-1375

Please attach a map or sketch showing the location of the proposed underground construction.

1. The applicant will, at any time subsequent to placing the underground utility, and as long as the utility exists, and at his own expense, relay or reconstruct the utility as may become necessary to protect it from new grades or alignments, resulting from maintenance or construction operations by the township. The applicant agrees to do this promptly upon order by the township without cost. If the applicant is unable to comply promptly, the township may cause the work to be done, and the applicant will pay the cost thereof upon receipt of statement.

2. The applicant shall take all reasonable precautions, during construction and subsequent use, to protect and safeguard the lives and property of the traveling public and adjacent property owners. Applicant will provide sufficient traffic control and signage during and after construction of the utility. Applicant shall save harmless the township from any and all suits, actions, or claims of any kind or nature brought because of any injuries or property on account of the use or occupancy of the township right-of-way. In addition, the applicant shall hold harmless the township for any damage caused to the utility by any construction or regular maintenance of the township right-of-ways by the township. The applicant shall assume responsibility to return all roads and right-of-ways to their original state before the commencement of construction and maintain that state throughout any heavy usage that might occur through heavy company use.

3. The applicant agrees that all road right-of-ways in the township be bored only; cutting of any pavement or gravel surfaces is not allowed.

4. As per their agreement with the State of South Dakota the pipeline will be buried at a minimum of four feet of depth. This should be sufficient to withstand pressures and the superimposed loads of the roadway and traffic, including that of construction equipment.

5. The applicant will be responsible for any repairs to the township sub-grade, road surface, culverts and signs resulting from placement or maintenance of such utility.

6. No above ground structures shall be placed in the township road right-of-way without written permission of the Township.

(7) APPLICANT WILL PAY ROSWELL TOWNSHIP \$300.⁰⁰ FEE PER ROAD CROSSING
Applicant: Trans Canada Keystone Pipeline, LP

By: Larry Calmes

Larry Calmes David Clark David Calmes
Supervisor of Roswell Township of Miner County

Approval date: 1-31-09

APPLICATION FOR OCCUPANCY FOR UNDERGROUND CONSTRUCTION

ON Roswell TOWNSHIP ROAD RIGHT-OF-WAY

Date: 1-28-2009

Applicant: TransCanada Keystone Pipeline, LP

Address: 2509 NW Tiffany Springs Parkway, Northpointe Circle II,
Suite 200, Kansas City, MO 64153

Telephone number: 1-816-880-4609

Application is made for underground construction of Crude Oil Pipeline

(describe proposed construction in county highway right-of-way)

Legal description of excavation site:

SE 4, 20, T106N-R57W

SW 4, 21, T106N-R57W

NE 4, 29, T106N-R57W

NW 4, 28, T106N-R57W

Excavation Street Address: (number or street)

236th Street

Nearest intersecting street: Located AT intersection of 236ST + 426 Ave

Type of work or intended usage: Construct and install a 30"
pipeline to transport crude oil.

Cable or pipe size and type: 30" Pipe

Depth of excavation: Top of pipe will be a minimum of 6'

Tunneling or boring? No (yes or no) below top of road.

Method of installation: Open Cut - Due to Pump Station
and bends in pipe before pipe crosses road.

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

Contact person: Call Ellis & Associates, Inc - 110 3rd St. SW, Suite #104
Huron, SD 57350 Toll Free: 888-375-1375 or 605-352-1375

Please attach a map or sketch showing the location of the proposed underground construction.

1. The applicant will, at any time subsequent to placing the underground utility, and as long as the utility exists, and at his own expense, relay or reconstruct the utility as may become necessary to protect it from new grades or alignments, resulting from maintenance or construction operations by the township. The applicant agrees to do this promptly upon order by the township without cost. If the applicant is unable to comply promptly, the township may cause the work to be done, and the applicant will pay the cost thereof upon receipt of statement.
 2. The applicant shall take all reasonable precautions, during construction and subsequent use, to protect and safeguard the lives and property of the traveling public and adjacent property owners. Applicant will provide sufficient traffic control and signage during and after construction of the utility. Applicant shall save harmless the township from any and all suits, actions, or claims of any kind or nature brought because of any injuries or property on account of the use or occupancy of the township right-of-way. In addition, the applicant shall hold harmless the township for any damage caused to the utility by any construction or regular maintenance of the township right-of-ways by the township. The applicant shall assume responsibility to return all roads and right-of-ways to their original state before the commencement of construction and maintain that state throughout any heavy usage that might occur through heavy company use.
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 7. APPLICANT WILL PAY ROSWELL TOWNSHIP \$300.00 FEE PER ROAD CROSSING.
- Applicant: Trans Canada Keystone Pipeline, LP

By: 

Larry Calmus David Clark Bob Calmus
Supervisor of Roswell Township of Miner County

Approval date: 1-31-09

APPLICATION FOR OCCUPANCY FOR UNDERGROUND CONSTRUCTION

ON Roswell TOWNSHIP ROAD RIGHT-OF-WAY

Date: 1-28-2009

Applicant: TransCanada Keystone Pipeline, LP

Address: 7509 NW Tiffany Springs Parkway, Northpointe Circle II

Suite 200, Kansas City, MO 64153

Telephone number: 1-816-880-4609

Application is made for underground construction of:

Crude Oil Pipeline

(describe proposed construction in county highway right-of-way)

Legal description of excavation site:

SE 4, 20, T106N - R57W

SW 4, 21, T106N - R57W

NE 4, 29, T106N - R57W

NW 4, 28, T106N - R57W

Excavation Street Address: (number or street)

426 Avenue

Nearest intersecting street:

Located at intersection of 426 Ave & 236 St

Type of work or intended usage:

Construct and install a 30" pipeline to transport crude oil.

Cable or pipe size and type:

30" Pipe

Depth of excavation:

Top of pipe will be a minimum of 6'

Tunneling or boring?

No

(yes or no)

below top of road.

Method of installation:

Open cut due to Pump Station

and bends in pipe before crossing road.

Approximate construction dates-Start

5-1-2009

Finish

12-31-2009

Contact person:

Call Ellis & Associates, Inc. - 110 3rd St. SW, Suite #104,

Huron, SD 57350 Toll Free: 888-375-1375 or 605-352-1375

Please attach a map or sketch showing the location of the proposed underground construction.

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5. The applicant will be responsible for any repairs to the township sub-grade, road surface, culverts and signs resulting from placement or maintenance of such utility.
6. No above ground structures shall be placed in the township road right-of-way without written permission of the Township.
7. APPLICANT WILL PAY ROSWELL TOWNSHIP \$700.00 FEE PER ROAD CROSSING.

Applicant: Trans Canada Keystone Pipeline, LP

By: 

Larry Calmus Carl Calmus Rep Calmus
Supervisor of Roswell Township of Miner County

Approval date: 1-9-09

APPLICATION FOR OCCUPANCY FOR UNDERGROUND CONSTRUCTION

ON Roswell TOWNSHIP ROAD RIGHT-OF-WAY

Date: 1-28-2009

Applicant: TransCanada Keystone Pipeline, LP

Address: 2509 NW Tiffany Springs Parkway, Northpointe Circle II,

Suite 200, Kansas City, MO 64153

Telephone number: 1-816-880-4609

Application is made for underground construction of: Crude Oil Pipeline

(describe proposed construction in county highway right-of-way)

Legal description of excavation site:

SE 4, 31, T107N-R57W

NE 4, 06, T106N-R57W

Excavation Street Address: (number or street)

232nd Street - No Road

Nearest intersecting street:

232 ST & 425 Ave

Type of work or intended usage:

Construct and install a 30"
pipeline to transport crude oil.

Cable or pipe size and type:

30" Pipe

Depth of excavation:

Top of pipe will be a minimum of 6'

Tunneling or boring?

No

(yes or no)

below top of road.

Method of installation:

Open Cut - Section Line

Approximate construction dates-Start

5-1-2009

Finish

12-31-2009

Contact person:

Call Ellis & Associates, Inc. 1103rd St. SE, Suite #104,

Huron, SD 57350 Toll Free: 888-375-1375 or 605-352-1375

Please attach a map or sketch showing the location of the proposed underground construction.

1. The applicant will, at any time subsequent to placing the underground utility, and as long as the utility exists, and at his own expense, relay or reconstruct the utility as may become necessary to protect it from new grades or alignments, resulting from maintenance or construction operations by the township. The applicant agrees to do this promptly upon order by the township without cost. If the applicant is unable to comply promptly, the township may cause the work to be done, and the applicant will pay the cost thereof upon receipt of statement.

2. The applicant shall take all reasonable precautions, during construction and subsequent use, to protect and safeguard the lives and property of the traveling public and adjacent property owners. Applicant will provide sufficient traffic control and signage during and after construction of the utility. Applicant shall save harmless the township from any and all suits, actions, or claims of any kind or nature brought because of any injuries or property on account of the use or occupancy of the township right-of-way. In addition, the applicant shall hold harmless the township for any damage caused to the utility by any construction or regular maintenance of the township right-of-ways by the township. The applicant shall assume responsibility to return all roads and right-of-ways to their original state before the commencement of construction and maintain that state throughout any heavy usage that might occur through heavy company use.

3. The applicant agrees that all road right-of-ways in the township be bored only; cutting of any pavement or gravel surfaces is not allowed.

4. As per their agreement with the State of South Dakota the pipeline will be buried at a minimum of four feet of depth. This should be sufficient to withstand pressures and the superimposed loads of the roadway and traffic, including that of construction equipment.

5. The applicant will be responsible for any repairs to the township sub-grade, road surface, culverts and signs resulting from placement or maintenance of such utility.

6. No above ground structures shall be placed in the township road right-of-way without written permission of the Township.

7. APPLICANT WILL PAY ROSWELL TOWNSHIP \$300.00 FEE PER ROAD CROSSING.

Applicant: Trans Canada Keystone Pipeline, LP

By: Kenneth [Signature]

Larry Calmus Paul Calmus Bob Calmus

Supervisor of Roswell Township of Miner County

Approval date: 1-31-09

Haul Route Agreement

THIS AGREEMENT, made and entered into this 25th day of September, 2008 by and between Roswell Township, ("Township"), and Transcanada Keystone Pipeline L ("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 county roads under the supervision and direction of the Public Works Director and/or the Township Engineer; and

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

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

1. PURPOSE:

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

2. DEFINITIONS:

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

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

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

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

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

3. GENERAL AGREEMENT AS TO ROAD USE:

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

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

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

4. GENERAL TERMS:

a. Compliance with Laws and Regulations

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

b. Severability

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

c. Scope and Construction of Terms

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

d. Notification

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

On behalf of the Township:

Larry Calmus

42824 234th St

Howard, SD 57349

605-772-5405

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 x 133

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: 

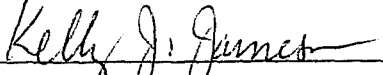
Name: Lauri Newton
Assistant Secretary

Title: _____

Signed: 

Name: Chairman

Title: _____

Signed: 

Name: Kelly J. Jameson
Secretary

Title: _____

Haul Route Agreement

THIS AGREEMENT, made and entered into this 11 day of Feb., 2009 by and between Roswell Township, (~~"Roswell"~~), and Trans Canada (Keystone Pipeline, LP) ("Contractor").

By its agent: TC Oil

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.

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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.

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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.

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

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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 Town ~~of~~

of Roswell

James Hanson Jr. - Mayor - Cell: 605-480-0015

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 x 133

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.

Town ~~of~~

Signed: James Hanson Jr.

Name: James Hanson-Jr.

Title: Mayor

Signed: _____

Name: Lorraine Ristesund

Title: Clerk

Signed: Marian Hanson

Name: Marian Hanson

Title: Treas.

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

KEYSTONE PIPELINE PROJECT

ROCK CREEK TOWNSHIP, MINER COUNTY

LIST OF TOWNSHIP ROADS FOR UTILITY PERMIT

239th STREET

240th STREET

241st STREET

243rd STREET

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

APPLICATION FOR OCCUPANCY FOR UNDERGROUND CONSTRUCTION

ON Rock Creek TOWNSHIP ROAD RIGHT-OF-WAY

Date: 2-11-2009

Applicant: Trans Canada Keystone Pipeline, LP

Address: 7509 NW Tiffany Springs Parkway,

Northpointe Circle II, Suite 200, Kansas City, MO 64153

Telephone number: Huron office: 605-352-1375 KS office: 1-866-717-7473

Application is made for underground construction of:

Crude Oil Pipeline

(describe proposed construction in county highway right-of-way)

Legal description of excavation site:

S2, 28, T105 N - R57 W

N2, 33, T105 N - R57 W

Excavation Street Address: (number or street)

243rd Street

Nearest intersecting street:

App. 1/2 mile West of SD Hwy 25

Type of work or intended usage:

Construct and install a 30"

pipeline to transport crude oil.

Cable or pipe size and type:

30" steel Pipe

Depth of excavation:

Top of pipe will be a minimum of 5'

Tunneling or boring?

Yes

(yes or no)

Below bottom of ditch.

Method of installation:

Dry bore (If needed)

Approximate construction dates-Start

5-1-2009

Finish

12-31-2009

Contact person:

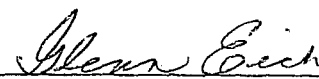
Ellis & Associates, Inc. 110 3rd St. SW, Suite #104

Huron, SD 57350 Toll Free: 888-315-1375 or 605-352-1375

Please attach a map or sketch showing the location of the proposed underground construction.

1. The applicant will, at any time subsequent to placing the underground utility, and as long as the utility exists, and at his own expense, relay or reconstruct the utility as may become necessary to protect it from new grades or alignments, resulting from maintenance or construction operations by the township. The applicant agrees to do this promptly upon order by the township without cost. If the applicant is unable to comply promptly, the township may cause the work to be done, and the applicant will pay the cost thereof upon receipt of statement.
 2. The applicant shall take all reasonable precautions, during construction and subsequent use, to protect and safeguard the lives and property of the traveling public and adjacent property owners. Applicant will provide sufficient traffic control and signage during and after construction of the utility. Applicant shall save harmless the township from any and all suits, actions, or claims of any kind or nature brought because of any injuries or property on account of the use or occupancy of the township right-of-way. In addition, the applicant shall hold harmless the township for any damage caused to the utility by any construction or regular maintenance of the township right-of-ways by the township. The applicant shall assume responsibility to return all roads and right-of-ways to their original state before the commencement of construction and maintain that state throughout any heavy usage that might occur through heavy company use.
 3. The applicant agrees that all road right-of-ways in the township be bored only; cutting of any pavement or gravel surfaces is not allowed.
 4. As per their agreement with the State of South Dakota the pipeline will be buried at a minimum of four feet of depth. This should be sufficient to withstand pressures and the superimposed loads of the roadway and traffic, including that of construction equipment.
 5. The applicant will be responsible for any repairs to the township sub-grade, road surface, culverts and signs resulting from placement or maintenance of such utility.
 6. No above ground structures shall be placed in the township road right-of-way without written permission of the Township.
 7. Applicant will pay Rock Creek TWP \$ 300.00 Fee per road crossing.
- Applicant: TransCanada Keystone Pipeline, LP

By: 



Supervisor of Rock Creek Township of Miner County

Approval date: Feb. 25 2009

APPLICATION FOR OCCUPANCY FOR UNDERGROUND CONSTRUCTION
ON Rock Creek TOWNSHIP ROAD RIGHT-OF-WAY

Date: 2-11-2009

Applicant: Trans Canada Keystone Pipeline, LP

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

Telephone number: Huron office: 605-352-1375 KS office: 1-866-717-7473

Application is made for underground construction of: Crude Oil Pipeline
(describe proposed construction in county highway right-of-way)

Legal description of excavation site: S2, 16, T105N - R57W
N2, 21, T105N - R57W

Excavation Street Address: (number or street) 241ST Street

Nearest intersecting street: App. $\frac{1}{2}$ - $\frac{5}{8}$ mile West of SD Hwy 25

Type of work or intended usage: Construct and install a 30"
pipeline to transport crude oil.

Cable or pipe size and type: 30" steel Pipe

Depth of excavation: Top of pipe will be a minimum of 5'

Tunneling or boring? No (yes or no) Below bottom of ditch.

Method of installation: Open Cut


Approximate construction dates-Start 5-1-2009 Finish


Contact person: Ellis + Associates, Inc. 110 3rd
Huron, SD 57350 Toll Free: 888-375-

Please attach a map or sketch showing the location of the proposed underground construction.

one TWP
Supervisor
signs here
(All 4 pages) 1375

1. The applicant will, at any time subsequent to placing the underground utility, and as long as the utility exists, and at his own expense, relay or reconstruct the utility as may become necessary to protect it from new grades or alignments, resulting from maintenance or construction operations by the township. The applicant agrees to do this promptly upon order by the township without cost. If the applicant is unable to comply promptly, the township may cause the work to be done, and the applicant will pay the cost thereof upon receipt of statement.
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 5. The applicant will be responsible for any repairs to the township sub-grade, road surface, culverts and signs resulting from placement or maintenance of such utility.
 6. No above ground structures shall be placed in the township road right-of-way without written permission of the Township.
 7. Applicant will pay Rock Creek TWP \$ 300.00 Fee per road crossing.
- Applicant: TransCanada Keystone Pipeline, LP

By: 



Supervisor of Rock Creek Township of Miner County

Approval date: Feb. 24, 2009

APPLICATION FOR OCCUPANCY FOR UNDERGROUND CONSTRUCTION

ON Rock Creek TOWNSHIP ROAD RIGHT-OF-WAY

Date: 2-11-2009

Applicant: Trans Canada Keystone Pipeline, LP

Address: 7509 NW Tiffany Springs Parkway.

Northpointe Circle II, Suite 200, Kansas City, MO 64153

Telephone number: Huron office: 605-352-1375 KS office: 1-866-717-7473

Application is made for underground construction of: Crude Oil Pipeline

(describe proposed construction in county highway right-of-way)

Legal description of excavation site: S2, 09, T105 N - R57 W

N2, 16, T105 N - R57 W

Excavation Street Address: (number or street) 240th St

Nearest intersecting street: APP. $\frac{1}{2}$ - $\frac{5}{8}$ mile West of Hwy 25

Type of work or intended usage: Construct and install a 30" pipeline to transport crude oil.

Cable or pipe size and type: 30" steel Pipe

Depth of excavation: Top of pipe will be a minimum of 5'

Tunneling or boring? yes (yes or no) Below bottom of ditch.

Method of installation: Dry Bore - (If feasible)

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

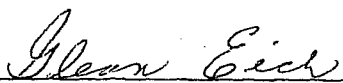
Contact person: Ellis & Associates, Inc. 110 3rd St. SW, Suite #104

Huron, SD 57350 Toll Free: 888-375-1375 or 605-352-1375

Please attach a map or sketch showing the location of the proposed underground construction.

1. The applicant will, at any time subsequent to placing the underground utility, and as long as the utility exists, and at his own expense, relay or reconstruct the utility as may become necessary to protect it from new grades or alignments, resulting from maintenance or construction operations by the township. The applicant agrees to do this promptly upon order by the township without cost. If the applicant is unable to comply promptly, the township may cause the work to be done, and the applicant will pay the cost thereof upon receipt of statement.
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 5. The applicant will be responsible for any repairs to the township sub-grade, road surface, culverts and signs resulting from placement or maintenance of such utility.
 6. No above ground structures shall be placed in the township road right-of-way without written permission of the Township.
 7. Applicant will pay Rock Creek TWP \$ 300.00 Fee per road crossing.
- Applicant: TransCanada Keystone Pipeline, LP

By: 


Supervisor of Rock Creek Township of Miner County

Approval date: Feb. 24, 2009

APPLICATION FOR OCCUPANCY FOR UNDERGROUND CONSTRUCTION

ON Rock Creek TOWNSHIP ROAD RIGHT-OF-WAY

Date: 2-11-2009

Applicant: Trans Canada Keystone Pipeline, LP

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

Telephone number: Huron office: 605-352-1375 KS office: 1-866-717-7473

Application is made for underground construction of: Crude Oil Pipeline
(describe proposed construction in county highway right-of-way)

Legal description of excavation site: S2, 04, T105N - R57W
N2, 09, T105N - R57W

Excavation Street Address: (number or street) 239th Street

Nearest intersecting street: App. 1/2 mile West of SD Hwy 25

Type of work or intended usage: Construct and install a 30"
pipeline to transport crude oil.

Cable or pipe size and type: 30" steel Pipe

Depth of excavation: Top of pipe will be a minimum of 5'

Tunneling or boring? No (yes or no) Below bottom of ditch.

Method of installation: Open Cut

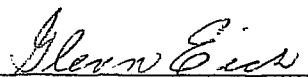
Approximate construction dates-Start 5-1-2009 Finish 12-31-2009

Contact person: Ellis & Associates, Inc. 110 3rd St. SW, Suite #104
Huron, SD 57350 Toll Free: 888-375-1375 or 605-352-1375

Please attach a map or sketch showing the location of the proposed underground construction.

1. The applicant will, at any time subsequent to placing the underground utility, and as long as the utility exists, and at his own expense, relay or reconstruct the utility as may become necessary to protect it from new grades or alignments, resulting from maintenance or construction operations by the township. The applicant agrees to do this promptly upon order by the township without cost. If the applicant is unable to comply promptly, the township may cause the work to be done, and the applicant will pay the cost thereof upon receipt of statement.
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 7. Applicant will pay Rock Creek TWP \$ 300.00 Fee per road crossing.
- Applicant: Trans Canada Keystone Pipeline, LP

By: 



Supervisor of Rock Creek Township of Miner County

Approval date: Feb. 25. 2009

Haul Route Agreement

THIS AGREEMENT, made and entered into this 24 day of February, 2009, by and between Rock Creek 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.

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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.

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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:

Glenn Eich
Richard Thompson

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:

Lauri Newton

Name:

Lauri Newton
Assistant Secretary

Title:

Signed:

Glenn Eich

Name:

Glenn Eich

Title:

Supervisor

Signed:

Kelly J. Jameson

Name:

Kelly J. Jameson

Title:

Secretary

Miner County Building Permit Application

Date: 1/20/09

Permit Number: ~~8~~ ~~7~~ 6

Applicant's Name: TransCanada Keystone Pipeline, LP **Phone Number:** (816) 880-4881 (Kerwin Kostad)

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

Owner's Name: Edward Clark and Janet K. Schmit **Phone Number:** (816) 880-4881 (Kerwin Kostad)

ADDRESS: 300 S. Phillips Ave., Suite 300, Sioux Falls, SD 57104 c/o Beth Lewis

Development Site Legal Description: .027 acres in the NW¼ (except Lot 1 of Schmit's Addition) of Section 8, Township 106 North, Range 57 West of the 5th P.M., Miner County, South Dakota

Development Site Parcel Number: not assigned

Development Site Street Address: not assigned

Existing Zoning Designation: Agricultural

Type of Application (Check All That Apply)

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

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

***See the attached site plan.

Required Application Submissions

☐ N/A Residential Development in the Agricultural Zone – Documentation showing that the building site meets the minimum lot requirement of five (5) acres and only one dwelling per quarter/quarter section.

☐ N/A Development in Commercial/Industrial Zoning District – Documentation showing that the building site meets the minimum lot requirement of two (2) acres.

☐ N/A Residential Development – Signed Agricultural Easement.

☐ N/A Moved in Buildings – Signatures as required in Section 1205 of Miner County Zoning Ordinance

☐ N/A Name of installer of the private sewage system

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

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

Site Sketch

See the attached site plan.

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

APPLICANT/OWNER:

TRANSCANADA KEYSTONE PIPELINE, LP

By its agent:

TC OIL PIPELINE OPERATIONS INC.

By

Its

Lauri Newton
Assistant Secretary

By

Its

Kelly J. Jameson
Secretary

Date:

12-11-08

Permit issued this 20th day of Jan., 2009.

Kay Hageman

Miner County Zoning Administrator

FOR OFFICIAL USE ONLY

Fee Paid: ✓

Permit Issued: ✓

Permit Expires: 7/20/09

Date:

Date: 1/20/09

Reasons For Denying Permit:

BUILDING PERMIT

ISSUED BY

MINER COUNTY, SOUTH DAKOTA

Date 1/20/09

Permit Number 6

PERMIT ISSUED TO:

Name TransCanada Keystone Pipeline

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

Owner _____ Contractor _____

FOR CONSTRUCTION OF:

33 foot communications tower

LOCATED:

Legal Description: NW 1/4 sec Lot 1 of Smiths Add
B-106-57

INSPECTIONS

1. Setback: To be made prior to construction a foundation.
Date inspected: _____

POST THIS CARD IN A PROTECTED AND CONSPICUOUS
PLACE UNTIL THE BUILDING IS COMPLETED

MINER COUNTY
NOTICE OF APPEAL
CONDITIONAL USE VARIANCE APPLICATION

PERMIT NUMBER 6

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

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

LEGAL DESCRIPTION (Pleas print or type):

.027 acres in the NW ¼ (except Lot 1 of Schmit's Addition) of Section 8, Township 106 North, Range 57 West of the 5th P.M., Miner County, South Dakota

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

<u>SURROUNDING LAND USE</u>	NORTH: <u>Agricultural</u>
	SOUTH: <u>Agricultural</u>
	EAST: <u>Agricultural</u>
	WEST: <u>Agricultural</u>

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

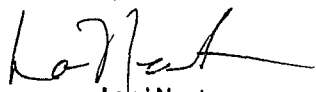
A valve site for the TransCanada Keystone pipeline requires 33 foot telecommunications tower.


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

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

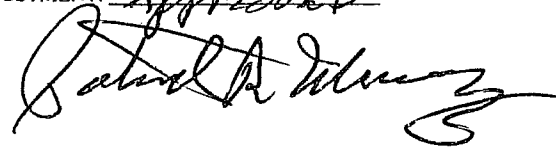
- | | |
|--|--|
| 1. North Direction | 5. Location of Proposed Structure On Lot |
| 2. Dimensions of Proposed Structure | 6. Dimensions of Front and Side Set Backs |
| 3. Street Names | 7. Location of Adjacent Existing Buildings |
| 4. Other Information As May Be Requested | |

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

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

FOR OFFICIAL USE ONLY

DATE FILED WITH ZONING ADMINISTRATOR: 12-29-08 FEE PAID (NON-REFUNDABLE): ✓ YES NO
DATE OF HEARING: 1/20/09 ACTION BY BOARD OF ADJUSTMENT: APPROVED



APPENDIX B-1

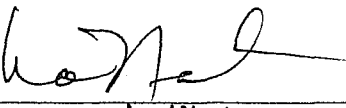
**CERTIFICATION OF INTENT TO COMPLY WITH THE
EROSION AND SEDIMENT CONTROL ORDINANCE**

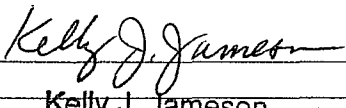
TransCanada Keystone Pipeline, LP acknowledges that it is aware of the local standards regulating the amount of erosion and off-site sedimentation that may occur as a result of non-agricultural land disturbing activities and further states that its plan of operation is designed to contain silt on the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


Signature of Applicant:

TRANSCANADA KEYSTONE PIPELINE, LP

By its agent:
TC OIL PIPELINE OPERATIONS INC.

By 
Its Lauri Newton
Assistant Secretary

By 
Its Kelly J. Jameson
Secretary
Date: 12-11-08


Signature of Permit Issuing Representative

Date: 1/20/09

Miner County Building Permit Application

per telephone
call to
KAG Hageman
1-26-08

Date: 1/20/09 Permit Number: 6 & 7

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

Development Site Legal Description: Tract PS-SD-MN-0791.0000 Roswell Pump Station Addition in
the SE ¼ of the SE ¼ of Section 20, Township 106 North, Range 57 West of the 5th P.M., Miner
County, South Dakota

Development Site Parcel Number: not assigned yet
Development Site Street Address: not assigned yet
Existing Zoning Designation: Agricultural
Type of Application (Check All That Apply)

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

Building Size (in Sq. Ft.) *** Building Eve Height Foundation Type
Lot Area 6.74 acres Roof Type Roofing Material
Heating System Basement Area: None Partial Full
Type of Siding Estimated Project Construction Cost (including labor): \$900,000

***See the attached site plan.

Required Application Submissions

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

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

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

Site Sketch

See the attached site plan.

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

APPLICANT/OWNER:

TRANSCANADA KEYSTONE PIPELINE, LP

By its agent:

TC OIL PIPELINE OPERATIONS INC.

By Lauri Newton
Its Assistant Secretary

By Kelly J. Jameson
Its Kelly J. Jameson

Date: 12-11-08 Secretary

Permit issued this 20th day of Jan, 2009.

Kay Hageman

Miner County Zoning Administrator

FOR OFFICIAL USE ONLY

Fee Paid: ✓
Permit Issued: ✓
Permit Expires: 7/20/09

Date: _____
Date: 1/20/09

Reasons For Denying Permit:

BUILDING PERMIT

ISSUED BY

MINER COUNTY, SOUTH DAKOTA

Date 1/20/09

Permit Number 7

PERMIT ISSUED TO:

Name Irons Canada Keystone Pipeline

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

Owner _____ Contractor _____

FOR CONSTRUCTION OF:

33' telecommunications tower

LOCATED:

Legal Description: Tract P.S.-SD-Mn-0791 0000 Roosevelt
Pump Station SE 1/4 SE 1/4 20-106-57

INSPECTIONS

1. Setback: To be made prior to construction a foundation.
Date Inspected: _____

POST THIS CARD IN A PROTECTED AND CONSPICUOUS
PLACE UNTIL THE BUILDING IS COMPLETED

MINER COUNTY
NOTICE OF APPEAL
CONDITIONAL USE/VARIANCE APPLICATION

PERMIT NUMBER 7

APPLICANT (PRINT): TransCanada Keystone Pipeline, LP PHONE: (816) 880-4881 (Kerwin Kostad)
ADDRESS: 2509 NW Tiffany Springs Parkway, Northpointe Circle II, Suite 200, Kansas City, MO 64153
OWNER (PRINT): TransCanada Keystone Pipeline, LP PHONE: (816) 880-4881 (Kerwin Kostad)
ADDRESS: 2509 NW Tiffany Springs Parkway, Northpointe Circle II, Suite 200, Kansas City, MO 64153

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

LEGAL DESCRIPTION (Please print or type): Tract PS-SD-MN-0791.0000 Roswell Pump Station Addition in the SE¼ of the SE¼ of Section 20, Township 106 North, Range 57 West of the 5th P.M., Miner County, South Dakota

PARCEL NUMBER: _____
GENERAL AREA OR STREET ADDRESS: Off of 426th Avenue in the SE1/4 of Sec. 20, Township 106
EXISTING LAND USE: Agricultural EXISTING ZONING: Agricultural
SIZE OF PARCEL: ACRES 6.74 LOT DIMENSIONS: WIDTH _____ LENGTH _____ 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)

The pump station for the TransCanada Keystone pipeline requires 33 foot telecommunications tower.

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 Lauri Newton
Its Assistant Secretary

By Kelly J. Jameson
Its Secretary

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

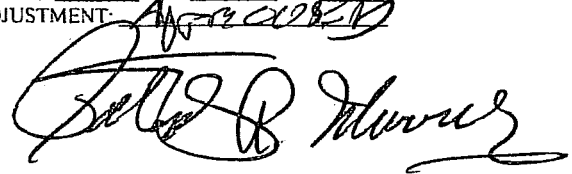
- | | |
|--|--|
| 1. North Direction | 5. Location of Proposed Structure On Lot |
| 2. Dimensions of Proposed Structure | 6. Dimensions of Front and Side Set Backs |
| 3. Street Names | 7. Location of Adjacent Existing Buildings |
| 4. Other Information As May Be Requested | |

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

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

FOR OFFICIAL USE ONLY

DATE FILED WITH ZONING ADMINISTRATOR: 12/29/08 FEE PAID (NON-REFUNDABLE): ✓ YES NO
DATE OF HEARING: 1/20/09 ACTION BY BOARD OF ADJUSTMENT: APPROVED



APPENDIX B-1

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


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

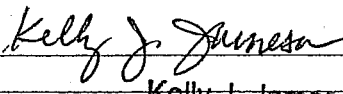
Signature of Applicant:

TRANSCANADA KEYSTONE PIPELINE, LP

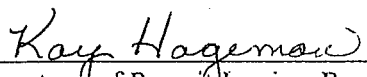
By its agent:

TC OIL PIPELINE OPERATIONS INC.

By 
Its Lauri Newton
Assistant Secretary

By 
Its Kelly J. Jameson
Secretary

Date: 12-11-08


Signature of Permit Issuing Representative

Date: 1/20/09

Haul Route Agreement

THIS AGREEMENT, made and entered into this 10th day of February, 2009, by and between Hanson County, ("County"), and TransCanada ("Contractor").
Keystone Pipeline, LP

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

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

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

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

1. PURPOSE:

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

2. DEFINITIONS:

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

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

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

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

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

3. GENERAL AGREEMENT AS TO ROAD USE:

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

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

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

4. GENERAL TERMS:

a. Compliance with Laws and Regulations

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

b. Severability

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

c. Scope and Construction of Terms

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

d. Notification

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

On behalf of the County:

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.

County

Signed:

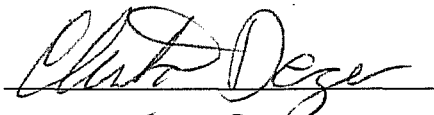


Name:

Lauri Newton
Assistant Secretary

Title:

Signed:



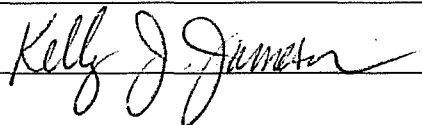
Name:

Clinton Deger

Title:

Highway Supt. Hanson Co

Signed:



Name:

Kelly J. Jameson
Secretary

Title:

EDGERTON TOWNSHIP UTILITY PERMIT

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

The Grantor and Grantee specifically agree as follows:

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

Dated: 1-21-2009

Grantor:

By: John Pommeroy

Chairman
Township Board
Of Supervisors

Dated: 10-27-2008

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

EDGERTON TOWNSHIP, HANSON COUNTY

LIST OF TOWNSHIP ROADS FOR UTILITY PERMIT

250th STREET – South Half – Road is maintained by Spring Lake TWP.
251st STREET
252nd STREET
253rd STREET
255th STREET
256th STREET – North Half – Road is maintained by Pleasant TWP.

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

Haul Route Agreement

THIS AGREEMENT, made and entered into this 21st day of January, 2008, by and between Edgerton 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:

Ken Steichen
25089 429 Ave
Spencer, SD 57374

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) 880-4600 x-133

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

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

Township

Signed: [Signature]

Name: Lauri Newton
Assistant Secretary

Title: _____

Signed: John Pommer 1-21-2009

Name: John Pommer

Title: Chairman Edgerton TWP

Signed: [Signature]

Name: Kelly J. Jameson
Secretary

Title: _____

10-28-2008

Edgerton Township does not require
a permit to build an approach for the valve
site located on section 2 on 151 ST.

However, a proper size culvert shall
be placed in the approach. Prefer 36 inch culvert.
We plan on putting a 24" culvert in ^{24" P.} the road To the East
Signed: John Pommer in the future
chairman 1-21-2009

Haul Route Agreement

THIS AGREEMENT, made and entered into this 17th day of March, 2009, by and between Pleasant 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:

Township requires no heavy traffic on 270th Street and no loaded trucks
Northbound on 434th Ave. No empty trucks may ~~exit~~ on 270th and
434th in Section 13 2in

On behalf of the Township:

Richard Walter

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 x 133

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

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

Township

Signed: Kelly J. James

Name: Kelly J. James

Title: Secretary

Signed: _____

Name: _____

Title: _____

Signed: Richard Walter

Name: RICHARD WALTER

Title: SUPERVISOR

CONSTRUCTION AND COMPENSATION AGREEMENT FOR THE RELOCATION OF WATER SERVICE LINES

TRANSCANADA KEYSTONE PIPELINE, LP a Limited Partnership having its principal place of business at 450 – 1 Street SW, Calgary, Alberta, Canada, T2P 5H1, its successors and assigns (“Keystone”), is the holder of a perpetual permanent easement and right-of-way, or is in various stages of acquisition of a perpetual easement and right-of-way, for the purposes of constructing and maintaining a pipeline, together with all other equipment and appurtenances necessary for the transportation of oil and all by-products thereof, on various properties located in the counties of Hanson and McCook, State of South Dakota, which counties are served by the Hanson Rural Water District, (“District”). Keystone acknowledges that the easement or right-of-way that they have or are acquiring will encroach on or will cross the District’s existing easements and rights-of-way in several locations.

It is agreed by and between Keystone and the District that:

1. Keystone will work with the District to assess the potential impacts, if any, on each of the District’s easements (“Easements”) crossed by the Keystone 30 inch steel (“Pipeline”). If the construction of the Pipeline will cross the Easements or any type of water lines or services (“Line(s)”) owned by the District, Keystone will work with the District to reach a solution to avoid and/or minimize any impact caused by the Pipeline crossing(s).
2. Keystone has assessed each Easement and Line crossed by the Pipeline, as provided by the District, on a “case by case” basis in order to determine the appropriate action to be taken, if any. An identification list of those Easements and Lines marked “Exhibit A” is attached hereto and made a part hereof.
3. Keystone’s assessment has determined the most appropriate mitigative action for the Lines as noted in the column on Exhibit A entitled “Proposed Crossing Method.”
4. Crossings identified on Exhibit A as “Keystone Bore” are either in the road right-of-way or a short distance outside of the road right-of-way. For those crossings the Lines may be left as they are. Keystone will install the Pipeline below the Lines with a conventional bore allowing for a minimum of ⁶³~~30~~ inches separation from the top of the Pipeline to bottom of the Line. Keystone will not compensate the District for these crossings.
5. Crossings identified on Exhibit A as “Utility Relocation” require relocation of the Lines by the District using a method of the District’s choosing. The District’s Lines will be lowered to a minimum depth of 14 feet below current natural ground elevation for a distance of at least five (5) feet on either side of the Pipeline centerline which is a total horizontal distance of ten (10) feet. Keystone will install the Pipeline above the Line with a minimum of 18 inches separation from the bottom of the Pipeline to the top of the Line. If the District elects to use horizontal directional drilling (HDD) to relocate its Lines, it shall meet the minimum requirements shown on the drawing of a typical HDD layout and orientation for a “Utility HDD” marked “Exhibit B”, attached hereto and made a part hereof.

6. The District will provide Keystone with the GPS coordinates of each relocated Line and/or any new line installed at crossings to aid in future GPS locating of the Lines for maintenance requirements by either party. The GPS coordinate will include a meta file.
7. The District will complete all of its Line relocation construction activities prior to June 1, 2009, if possible, or at the latest before the Pipeline construction activities begin, weather permitting.
8. Keystone will conduct its construction installation by meeting or exceeding typical industry standards, following One-Call damage prevention guidelines and best practices techniques.
9. Keystone will pay all reasonable costs and expenses for damages that result from Keystone's, or anyone acting on Keystone's behalf, use of the Easement crossing locations, including but not limited to damages caused by petroleum leaks and spills and direct damages to the District's facilities crossed by Keystone, except to the extent the damages are caused by the negligence, recklessness, or willful misconduct of the District or anyone acting on the District's behalf.
10. If claims or legal actions for damages arise from the District's, or anyone acting on the District's behalf, construction activities, maintenance or use of the District's facilities, the District will be responsible for those claims or legal actions, and will indemnify and hold Keystone harmless in this regard, except to the extent that those claims or legal actions result from the negligence, recklessness, or willful misconduct of Keystone or anyone acting on Keystone's behalf.
11. If claims or legal actions for damages arise from Keystone's, or anyone acting on Keystone's behalf, construction activities, maintenance or use of Keystone's facilities, Keystone will be responsible for those claims or legal actions, and will indemnify and hold the District harmless in this regard, except to the extent that those claims or legal actions result from the negligence, recklessness, or willful misconduct of the District or anyone acting on the District's behalf.
12. Keystone will pay and the District agrees to accept the Grand Total amount shown below as full and complete compensation for lowering it Lines crossing the Pipeline according to the terms of this Agreement following the execution of this Agreement and prior to the District commencing construction of its Line relocations. The compensation will be \$3,775.52 for each relocation of its 1-1/2 inch diameter Lines, numbering 2, for a total of \$7,551.04 ; \$3,724.50 for each relocation of its 2 inch diameter Lines, numbering 7, for a total of \$26,071.50 ; \$5,204.09 for each relocation of its 3 inch diameter Lines, numbering 1, for a total of \$5,204.09 and \$6,352.05 for each relocation of its 4 inch diameter Lines, numbering 1, for a total of \$6,352.05 ; for a Grand Total of \$45,178.68 .
13. The District shall be allowed to make future crossings of the Pipeline with its facilities. Future crossings will be made using similar approaches as included in this agreement. Keystone will be advised of any proposed crossing and a separate crossing permit will not be required.

14. This Agreement shall be interpreted according to the laws of the State of South Dakota.

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

16. All notices and oral or written communications relating to this Agreement shall be forward to:

On behalf of Keystone:

Kerwin Kostad
Keystone Pipeline Project
7509 NW Tiffany Springs Parkway Suite 200
Kansas City, MO 64153
Telephone: (816) 880-4609 x 133

On behalf of District

The undersigned have read this agreement in its entirety and agree with and to all representations, statements, terms and conditions stated herein and are authorized to legally bind their respective companies to all terms, conditions, obligations and representations made herein.

Dated this 10 day of March, 2008

Hanson Rural Water District

Robert Beatch
By: (print name) Robert Beatch
Chairman
Title
Chairman

**TRANSCANADA KEYSTONE
PIPELINE, LP, by its agent, TC OIL
PIPELINE OPERATIONS INC.**

Ken Neft
By: (print name) _____
Asst. Corp. Secretary
Title
Kelly J. Jameson
By: (print name) _____
Kelly J. Jameson
Title Secretary

Keystone Pipeline**SD Water Line Crossing Location Information**

Note: Location Information (e.g. 23' south of road CL) was provided by water utility.

Hanson Rural Water Systems, 200 3rd St. South, Emery, SD 57332 P.O. Box 324, Emery, SD 57332

Dan Schroeder, Manager

1-605-449-4422

Office Hours: 8:00 a.m. - Noon, M-F

E-Mail: davhanrw@santel.net

1-605-999-0425 Cell

Crossings per District	Water Utility District	Size Line	Keystone MP	S-T-R	County	Road Name	Water Line Distance from Road ROW	Is Water Line In Road ROW?	Is Road Opened?	Proposed Crossing Method	Keystone Payment to Water Utility
1	Hanson	2" PVC	366.1	4-104-57	Hanson	244th	15'-20' North	No	Yes	Utility Relocation	\$3,724.50
2	Hanson	4" PVC	368.2	9-104-57	Hanson	246th	15'-20' North	No	Yes	Utility Relocation	\$6,352.05
3	Hanson	2" PVC	369.8	22-104-57	Hanson	St. Hwy. 25	15'-20' East	No	Yes	Utility Relocation	\$3,724.50
4	Hanson	2" PVC	370.5	22-104-57	Hanson	248th	15'-20' North	No	Yes	Utility Relocation	\$3,724.50
5	Hanson	3" PVC	373.9	2-103-57	Hanson	251st	15'-20' North	No	Yes	Utility Relocation	\$5,204.09
6	Hanson	2" PVC	374.9	11-103-57	Hanson	252nd	15'-20' North	No	Yes	Utility Relocation	\$3,724.50
7	Hanson	1.5" PVC	381.2	18-102-56	McCook	258th	15'-20' South	No	Yes	Utility Relocation	\$3,775.52
8	Hanson	2" PVC	382.2	19-102-56	McCook	259th	15'-20' South	No	Yes	Utility Relocation	\$3,724.50
9	Hanson	2" PVC	383.2	19-102-56	McCook	260th	15'-20' North	No	Yes	Utility Relocation	\$3,724.50
10	Hanson	2.5", 4" & 6" PVC	384.2	30-102-56	McCook	261st	15'-20' N. & S.	No	Yes	Keystone Bore	\$0.00
11	Hanson	12" PVC	388.3	17-101-56	McCook	St. Hwy. 42 (265th)	15'-20' North	No	Yes	Keystone Bore	\$0.00
12	Hanson	2" PVC	388.6	21-101-56	McCook	432nd	15'-20- East	No	Yes	Utility Relocation	\$3,724.50
13	Hanson	1.5" PVC	389.9	28-101-56	McCook	None, on Pvt.	Not near road	No	N/A	Utility Relocation	\$3,775.52
										Total	\$45,178.68

Haul Route Agreement

THIS AGREEMENT, made and entered into this 22nd day of January, 2009 by and between McCook County, ("County"), and Trans Canada Keystone Pipeline, LP ("Contractor").

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

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

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

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

1. PURPOSE:

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

2. DEFINITIONS:

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

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

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

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

* This agreement applies to McCook Project 25AQ (253rd St. from SD38 West to Hanson Co. line.

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:

Doug Zeeb, 26157 431st Ave, Bridgewater, SD 605-729-2408
Roger Leitheiser - 43134 263rd St, Emery, SD 605-449-4581
Sam Pollman - 43452 268th St, Bridgewater, SD 605-729-2466
Lonnie Glanzer - 43021 266th St. 605-729-2330 or 605-999-0559.
Robin Hofer - 43293 266th St. Bridgewater, SD 57319 605-729-2740.

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: _____

Title: _____

Lauri Newton
Assistant Secretary

Signed: _____

Name: _____

Title: _____

Signed: _____

Name: _____

Title: _____

Kelly J. Jameson
Secretary

Haul Route Agreement

THIS AGREEMENT, made and entered into this 9th day of February, 2009, by and between Jefferson 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:

Don Rowley

25644-430th Ave

Emery SD 57332

605-449-4583 (H) 605-999-3753 (C)

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

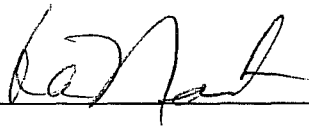
Kansas City, MO 64153

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: _____



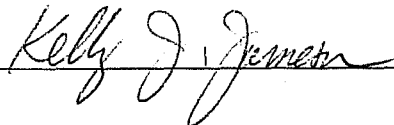
Name: _____

Don Rowley

Title: _____

Chairman

Signed: _____



Name: _____

Kelly J. Jameson
Secretary

Title: _____

HUTCHINSON COUNTY UTILITY PERMIT

Whereas Hutchinson County, SD referred to as 'Grantor', does now grant to TransCanada Keystone Pipeline, LP of 7509 Tiffany Springs Parkway, Northpointe Circle II, Suite 200; Kansas City, MO 64153, "Grantee," a utility permit to cross all 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 road right of way without written permission of the Grantor.

Dated: 10-21-08

Grantor:

By: 

Chairman
Hutchinson County Commission

Dated: 10-27-08

Grantee:

By: 

Bill Kennedy, Senior Land Agent
TransCanada Keystone Pipeline, LP

Utility & Representative

KEYSTONE PIPELINE PROJECT

HUTCHINSON COUNTY, SD

LIST OF COUNTY ROADS FOR UTILITY CROSSING PERMIT

269TH STREET

272ND STREET

278TH STREET (COUNTY ROAD 28)

435TH AVENUE

282ND STREET

284TH STREET

288TH STREET

290TH STREET

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

PLEASANT TOWNSHIP UTILITY PERMIT

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

The Grantor and Grantee specifically agree as follows:

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

Dated: 2-26-2009

Grantor:

By: Richard Walter
Supervisor Pleasant Township
Chairman
Township Board
Of Supervisors

Dated: 2-26-2009

Grantee:

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

KEYSTONE PIPELINE PROJECT

COPY

PLEASANT TOWNSHIP, HUTCHINSON COUNTY, SD

LIST OF TOWNSHIP ROADS FOR UTILITY CROSSING PERMIT

268th ST - Dirt Road - Pleasant TWP Claims All
South Half

433rd AVENUE

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

TRACT NO. _____ PIPELINE NO. _____ CHECK NO. 009033

CODING INFORMATION:

Company Code	Element #1 Line of BU	Element #2 FERC Mapping	Element #3 Account	Element #4 Department	Element #5 Project Code	Cost Breakdown	Amount
<u>KS502</u>	<u>1106</u>	<u>16000</u>	<u>1069</u>	<u>0</u>	<u>2081608</u>		<u>\$600.00</u>

TYPE OF PAYMENT

☐ ROW ☐ TEMPORARY WORKSPACE ☐ LEASE/RENTAL ☐ CONDEMNATION
☒ PERMITS ☐ SURFACE LEASE ☐ STORAGE RIGHTS ☐ MINERAL RIGHTS
DAMAGES: ☐ CROPS ☐ TIMBER ☐ MISCELLANEOUS
FEE PROPERTY: ☐ OPTION ☐ PURCHASE ☐ CLOSING
OTHER: ☐ RECORDING ☐ TENANT CONSENT ☐ 3RD PARTY SERVICES

TYPE OF PAYEE

☐ OWNER or ☐ TENANT ☒ On R/W or ☐ Off R/W 1099-S ☐ YES or ☒ NO
☐ INDIVIDUAL ☐ CORPORATION ☐ PARTNERSHIP ☐ L.L.C. ☒ OTHER Township

FULL PAYMENT FOR US Road Crossing Fee For Permit
Pleasant TWP, Hutchinson Co, SD, Road Crossing

PROPERTY DESCRIPTION

SECTION _____ TOWNSHIP 100N RANGE R57W COUNTY OR PARISH Pleasant Co. STATE SD

SOCIAL SECURITY NO. or TAX ID NO. _____

Pleasant TWP, Hutchinson Co, SD Richard Walter, Supervisor Pleasant Township 2-26-09
LANDOWNER / TENANT (PRINT) LANDOWNER / TENANT (SIGNATURE) DATE

Mark F. Wattier
LAND AGENT (PRINT)

THE FACE OF THIS CHECK HAS A COLORED BACKGROUND AND THERE IS A WATERMARK AND SAFETY FEATURE LIST ON THE BACK



TransCanada

TransCanada Pipeline Limited • 450 1st Street S.W. • Calgary, Alberta, Canada T2P 5H1CITIBANK N.A.
111 Wall Street
New York NY 100051-5
210CHECK NO. 009033DATE 2-26-2009PAY TO THE ORDER OF Pleasant Township, Hutchinson County, South DakotaADDRESS 26865 433 AveCITY Bridgewater COUNTY OR PARISH Hutchinson Co. STATE SD ZIP CODE 57319AMOUNT Six Hundred and 00/100 DOLLARS \$ 600.00

NON-NEGOTIABLE OVER \$ 30,000

BY Mark F. Wattier

AGENT

THE SIGNATURE LINE IS MICRO PRINTED - VIEW UNDER MAGNIFYING GLASS

⑈009033⑈ ⑆021000089⑆

30649169⑈

WOLF CREEK TOWNSHIP UTILITY PERMIT

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

The Grantor and Grantee specifically agree as follows:

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

Crossing fee, per road crossing or section line - \$300 each.

Township has future plans to dig the ditch on roads without a ditch.

Dated: 3-17-09

Grantor:

By: *Don [Signature]*

Chairman
Township Board
Of Supervisors

Dated: 3-17-2009

Grantee:

By: *[Signature]*

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

Utility & Representative

KEYSTONE PIPELINE PROJECT

WOLF CREEK TOWNSHIP, HUTCHINSON COUNTY

LIST OF TOWNSHIP ROADS FOR UTILITY PERMIT

273rd STREET – Wolf Creek TWP – Gravel – Not located on section line due to terrain.
Located completely in Wolf Creek TWP

274th STREET – Wolf Creek TWP – Dirt

276th STREET – Wolf Creek TWP – Dirt

434th AVENUE – Wolf Creek TWP – Dirt – ~~North Half~~ ^{Whole Road} - Maintained by: Wolf Creek

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 17th day of March, ~~February~~, 2009, by and between Wolf Creek 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:

Carlos Hofer

27566 43rd Ave

Freeman, S.D. 57029

605-351-7850

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: [Signature]

Signed: _____

Name: Derren Decker

Name: _____

Title: Supervisor

Title: _____

Signed: _____

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

Name: _____

Title: _____

[Signature]
Kelly J. Jameson, Secretary

VALLEY TOWNSHIP UTILITY PERMIT

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

The Grantor and Grantee specifically agree as follows:

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

Dated: 10 - 9 - 08

Dated:

Grantor:

Grantee:

By: Dale Neuharth

By: Bill Kennedy

Chairman
Township Board
Of Supervisors

Bill Kennedy, Senior Land Agent
TransCanada Keystone Pipeline, LP

Utility & Representative

VALLEY TOWNSHIP, HUTCHINSON COUNTY, SD

LIST OF TOWNSHIP ROADS FOR UTILITY CROSSING PERMIT

285TH STREET

283RD STREET

436TH AVENUE

281ST STREET

280TH STREET

279TH STREET

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

MOLAN TOWNSHIP UTILITY PERMIT

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

The Grantor and Grantee specifically agree as follows:

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

Dated: 2-23-09

Grantor:

By: Richard Heimbaldt

Chairman
Township Board
Of Supervisors

Dated: 2-14-2009

Grantee:

By: Mark F. Wattier

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

Utility & Representative

KEYSTONE PIPELINE PROJECT

MOLAN TOWNSHIP, HUTCHINSON COUNTY

LIST OF TOWNSHIP ROADS FOR UTILITY PERMIT

285th STREET – TWP Gravel - South Half – Road maintained by Valley ~~Molan~~ TWP.

437th AVENUE – Molan TWP – Gravel

287th STREET – Molan TWP – Dirt

289th STREET – Molan TWP – Dirt

291st STREET – TWP – Dirt – North Half – Road maintained by Molan TWP.

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

TRACT NO. _____ PIPELINE NO. _____ CHECK NO. 009032

CODING INFORMATION:

K5502 1106 16000 1069 0 2081608 \$1200.00
Company Element #1 Element #2 Element #3 Element #4 Element #5 Cost Amount
Code Line of BU FERC Mapping Account Department Project Code Breakdown

TYPE OF PAYMENT

☐ ROW ☐ TEMPORARY WORKSPACE ☐ LEASE/RENTAL ☐ CONDEMNATION
☐ PERMITS ☐ SURFACE LEASE ☐ STORAGE RIGHTS ☐ MINERAL RIGHTS
DAMAGES: ☐ CROPS ☐ TIMBER ☐ MISCELLANEOUS
FEE PROPERTY: ☐ OPTION ☐ PURCHASE ☐ CLOSING
OTHER: ☐ RECORDING ☐ TENANT CONSENT ☐ 3RD PARTY SERVICES

TYPE OF PAYEE

☐ OWNER or ☐ TENANT ☐ On R/W or ☐ Off R/W 1099-S ☐ YES or ☒ NO
☐ INDIVIDUAL ☐ CORPORATION ☐ PARTNERSHIP ☐ L.L.C. ☒ OTHER Township

FULL PAYMENT FOR Road Crossing Permit Fee
Molan TWP, Hutchinson Co, SD, Road Crossing

PROPERTY DESCRIPTION

SECTION _____ TOWNSHIP T97 RANGE 56W COUNTY OR PARISH Hutchinson Co. STATE SD

SOCIAL SECURITY NO. or TAX ID NO. NA

Molan TWP, Hutchinson Co., SD. Richard Humboldt Chairman Molan 2-26-09
LANDOWNER / TENANT (PRINT) LANDOWNER / TENANT (SIGNATURE) DATE

Mark F. Wattier
LAND AGENT (PRINT)

☒ THE FACE OF THIS CHECK HAS A COLORED BACKGROUND AND THERE IS A WATERMARK AND SAFETY FEATURE LIST ON THE BACK ☒



TransCanada

TransCanada PipeLines Limited • 450 1st Street S.W. • Calgary, Alberta, Canada T2P 5H1

CITIBANK, N.A.
111 Wall Street
New York NY 10005

1-8
210

CHECK NO. 009032

DATE 2-26-2009

PAY TO THE ORDER OF Molan Township Hutchinson County, South Dakota

ADDRESS 289 29 45 HWY 81

CITY Menno COUNTY OR PARISH Hutchinson STATE SD ZIP CODE 57049

AMOUNT One Thousand Two Hundred and 00/100 DOLLARS \$ 1200.00

NON-NEGOTIABLE OVER \$ 30,000

BY Mark F. Wattier
AGENT

THE SIGNATURE LINE IS MICRO PRINTED - VIEW UNDER MAGNIFYING GLASS

Haul Route Agreement

THIS AGREEMENT, made and entered into this 14th day of February, 2009, by and between Molan 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:

Richard Humboldt

Supervisor

605-387-2367

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:

[Signature]

Name:

Lauri Newton
Assistant Secretary

Title:

Signed:

Richard Humboldt

Name:

Richard Humboldt

Title:

Supervisor Nelson Twp.

Signed:

Kelly J. Jameson

Name:

Kelly J. Jameson
Secretary

Title:



March 5, 2009

Elizabeth A. Lewis
Elizabeth.Lewis@woodsfuller.com
Extension 673

Mr. Kerwin Kostad
Keystone Pipeline Project Office
7509 NW Tiffany Springs Parkway
Northpointe Circle II, Suite 200
Kansas City, MO 64153

Re: Applications for Conditional Use and Building Permit in Hutchinson County

Dear Kerwin:

Enclosed are the originals of the applications and building permits for the 33-foot telecommunications towers at the valve site and pump station in Hutchinson County, South Dakota. The permits have been approved and signed by an authorized individual for the county.

Please give me a call if you have any questions or concerns.

Sincerely,

WOODS, FULLER, SHULTZ & SMITH P.C.

Elizabeth A. Lewis

Enclosures

BUILDING PERMIT APPLICATION

Hutchinson County

(Must have an attached SITE PLAN)

Permit #

9-9

APPLICANT'S NAME TransCanada Keystone Pipeline, LP

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

DAYTIME PHONE # (816) 880-4881 Kerwin Kostad

Parcel # None assigned yet

Legal Description Tract PS-SD-HU-0926.0000 Freeman Pump Station Addition in
the SE1/4NE1/4 of Section 20, Township 98 North, Range 56 West.

Property Address None assigned yet

Use of Building _____

Class of Work (Circle One) New ☐ Addition ☐ Alteration ☐ Repair ☐ Move ☐ Remove

Describe Work Construction of a pump station along the TransCanada Keystone
pipeline, including a telecommunications tower

Special Conditions _____

Estimate of Cost of Project \$12,000,000

Fee Paid \$20.00

This Permit will expire if work or construction authorized is not commenced within 180 days or substantially completed within two years of date of issuance.

All provisions of laws and ordinances covering this type of work will be complied with.

Granting a permit does not presume to give authority to violate or cancel the provisions of any other law relating to construction or the performance of construction.

The undersigned declares that all the facts and representations stated in this application are true and acknowledges the cost and the procedure for the processing of the application and certifies that the property described above is not tax delinquent.

TRANSCANADA KEYSTONE PIPELINE, LP

By its agent:

TC OIL PIPELINE OPERATIONS, INC.

By _____

Its _____

Lauri Newton

Assistant Secretary

By _____

Its _____

Kelly J. Jameson

Secretary

Signature of Zoning Administrator

By _____

Its _____

Date: 12-11-08

Date

3-2-2009

BUILDING PERMIT

Permit No. 9-9 issued by
Hutchinson County, South Dakota
on 3-2-2009.
Date

Signed: Linda Koehn
Zoning Administration

(This permit must be placed in a conspicuous location on the building site for the duration of the construction of work described. —Section 1508, Hutchinson County Zoning Ordinance)

BUILDING PERMIT APPLICATION

Hutchinson County

(Must have an attached SITE PLAN)

Permit # 9-10

APPLICANT'S NAME TransCanada Keystone Pipeline, LP

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

DAYTIME PHONE # (816) 880-4881 Kerwin Kostad

Parcel # None assigned yet

Legal Description N $\frac{1}{2}$ of NE $\frac{1}{4}$ of Section 26, Township 100 North, Range 57 West
of the 5th P.M., Hutchinson County, south Dakota.

Property Address None assigned yet

Use of Building valve site for the TransCanada Keystone Pipeline

Class of Work (Circle One) New Addition Alteration Repair Move Remove

Describe Work Construction of a valve site for the TransCanada Keystone
Pipeline, including a telecommunications tower

Special Conditions _____

Estimate of Cost of Project \$400,000 - \$500,000

Fee Paid

This Permit will expire if work or construction authorized is not commenced within 180 days or substantially completed within two years of date of issuance.
All provisions of laws and ordinances covering this type of work will be complied with.
Granting a permit does not presume to give authority to violate or cancel the provisions of any other law relating to construction or the performance of construction.
The undersigned declares that all the facts and representations stated in this application are true and acknowledges the cost and the procedure for the processing of the application and certifies that the property described above is not tax delinquent.

TRANSCANADA KEYSTONE PIPELINE, LP

Date: 12-11-08

By its agent:

TC OIL PIPELINE OPERATIONS, INC.

By Lauri Newton
Its Assistant Secretary

By Kelly J. Jameson
Its Secretary

Signature of Zoning Administrator

By Linda Laebene
Its _____

Date 3-2-2009

BUILDING PERMIT

Permit No. 9-10 issued by
Hutchinson County, South Dakota
on 3-2-2009.

Date

Signed:


Zoning Administration

(This permit must be placed in a conspicuous location on the building site for the duration of the construction of work described. —Section 1508, Hutchinson County Zoning Ordinance)

JAMESVILLE TOWNSHIP UTILITY PERMIT

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

The Grantor and Grantee specifically agree as follows:

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

Dated: 11-24-08

Grantor:

By: Darwin Kirschner

Chairman
Township Board
Of Supervisors

Dated: 11-25-08

Grantee:

By: Bill Kennedy

Bill Kennedy, Senior Land Agent
TransCanada Keystone Pipeline, LP

Utility & Representative

KEYSTONE PIPELINE PROJECT

JAMESVILLE TOWNSHIP, YANKTON COUNTY

LIST OF TOWNSHIP ROADS FOR UTILITY CROSSING PERMIT

438TH AVENUE

292ND STREET

293RD STREET

295TH STREET

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

FOR SECURITY PURPOSES, THE BORDER OF THIS DOCUMENT CONTAINS MICROPRINTING

TransCanada PipeLines Limited

450 - 1st Street S.W.
Calgary, Alberta
T2P 5H1

1-8/210

7172

DATE 11-25-08

PAY TO THE ORDER OF Jamesville Township

\$ 1200⁰⁰

Twelve hundred and 00/100

DOLLARS

NOT VALID IN EXCESS OF \$30,000.00

CITIBANK, N.A.
399 PARK AVENUE
NEW YORK, NY 10043

MEMO:

Jamesville Twp, Hamilton Co. SD

RS502.1106.16000.1069.0.2081608

Don Loney

AUTHORIZED SIGNATURE

⑈007172⑈

⑈021000089⑈

30649169⑈

DETAILS ON BACK
SECURITY FEATURES INCLUDED

Haul Route Agreement

THIS AGREEMENT, made and entered into this 29 day of Nov, 2008, by and between Jewett Township, ("Township"), and TransCarroll ("Contractor").
Signature: [Signature]

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:

DARWIN KIRSCHMAN

43617 293RD ST

Menard S.D 57045

605-760-3008

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

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

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

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

Township

Signed: Darwin Kirschman

Name: DARWIN KIRSCHMAN

Title: Township supervisor

Signed: Kelly J. Jameson

Name: Kelly J. Jameson

Title: Secretary
TC Oil Pipeline Operations Inc.

Signed: Lauri Newton

Name: Lauri Newton

Title: Asst. Secretary

Haul Route Agreement

THIS AGREEMENT, made and entered into this 25th day of November, 2008, by and between Lincoln County, ("County"), and TransCanada Keystone Pipeline, LP By its agent: TC Oil Pipeline Operations Inc. ("Contractor").

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

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

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

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

1. PURPOSE:

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

2. DEFINITIONS:

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

B. County Road. "~~County Road~~" means a street, road, or other public way, including shoulders, designated for the purpose of vehicular traffic and under the jurisdiction of the County. Lincoln County Road No. 105

C. Haul Road. "Haul Road" means any County road, bridge, or other structure which is used for transporting items including, but not limited to products, equipment, materials, and/or supplies and as a result incurs deterioration. Lincoln County 105

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

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

3. GENERAL AGREEMENT AS TO ROAD USE:

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

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

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

4. GENERAL TERMS:

a. Compliance with Laws and Regulations

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

b. Severability

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

c. Scope and Construction of Terms

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

d. Notification

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

On behalf of the County:

This haul Road Agreement is only in effect for 17 miles on Lincoln County Highway 105, from SD Hwy 4A to SD Hwy. 4b. No exceptions. Over size permits will be required from Lincoln County. A Fee of \$500.00 will be charged for administrating the oversize permits.

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

Trans Canada Keystone Pipeline, LP

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.

County

Signed: _____

Name: _____

Title: _____

Lauri Newton
Assistant Secretary

Signed: _____

Name: _____

Title: _____

Date: November 25th, 2008

Otto Hagedorn

Otto Hagedorn

Chairman

Signed: _____

Name: _____

Title: _____

Kelly J. Jameson
Secretary

Kelly J. Jameson

Haul Route Agreement

THIS AGREEMENT, made and entered into this 25th day of November, 2008, by and between Lincoln County, ("County"), and TransCanada Keystone Pipeline, LP By its agent: TC Oil Pipeline Operations Inc. ("Contractor").

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

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

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

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

1. PURPOSE:

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

2. DEFINITIONS:

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

B. County Road. "County Road" means a street, road, or other public way, including shoulders, designated for the purpose of vehicular traffic and under the jurisdiction of the County. Lincoln County Road No. 105

C. Haul Road. "Haul Road" means any County road, bridge, or other structure which is used for transporting items including, but not limited to products, equipment, materials, and/or supplies and as a result incurs deterioration. Lincoln County 105

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

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

3. GENERAL AGREEMENT AS TO ROAD USE:

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

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

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

4. GENERAL TERMS:

a. Compliance with Laws and Regulations

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

b. Severability

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

c. Scope and Construction of Terms

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

d. Notification

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

On behalf of the County:

This haul Road Agreement is only in effect for 17 miles on Lincoln County Highway 105, from SD Hwy 44 to SD Hwy. 46. No exceptions. Over size permits will be required from Lincoln County. A Fee of \$500.00 will be charged for administrating the oversize permits.

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

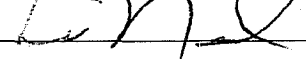
Trans Canada Keystone Pipeline, LP

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.

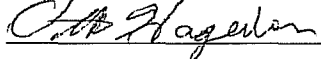
TRANSCANADA KEYSTONE PIPELINE, LP, By
Its Agent, TC OIL PIPELINE OPERATIONS INC.

County

Signed: 

Name: Lauri Newton
Assistant Secretary

Title: _____

Signed: 

Name: Otto Hagedorn

Title: Chairman

Date: November 25th, 2008

Signed: 

Name: Kelly J. Jameson

Title: Secretary

Haul Route Agreement

THIS AGREEMENT, made and entered into this 15 day of Jan, 2008 by and between Washington Township, and TransCanada Keystone Pipeline, LP ("Contractor").

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

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

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

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

1. PURPOSE:

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

2. DEFINITIONS:

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

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

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

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

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

3. GENERAL AGREEMENT AS TO ROAD USE:

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

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

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

4. GENERAL TERMS:

a. Compliance with Laws and Regulations

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

b. Severability

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

c. Scope and Construction of Terms

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

d. Notification

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

On behalf of the County:

On behalf of the TransCanada Keystone Pipeline, LP:

Kerwin Kostad, Permit Coordinator

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.

(Washington) Township in Brown Co, KS
~~County~~

TransCanada Keystone Pipeline, LP

Signed: Larry Lantier
Name: Larry Lantier
Title: Trustee

Signed: Joe Bunick
Name: Joe Bunick
Title: treasurer

Signed: Kerwin Gullikson
Name: Kerwin Gullikson
Title: Clerk

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