

Scovil Township Haul Route Agreement Release

This agreement ("Agreement") is made and entered into on this 10 day of Nov, 2021 ("Effective Date"), by and between TransCanada Keystone Pipeline, LP ("Company"), with an address of 700 Louisiana Street, Suite 1300, Houston, TX 77002, and Scovil Township, Jones County, South Dakota ("Township"), with an address of 26115 239th Street, Okaton, SD 57562.

WHEREAS, Company and County entered into that certain Haul Route Agreement dated February 5th, 2019 (the "HRA") which set forth terms and conditions of Company's use of County's and Township's roads, as defined therein, in anticipation of Company's construction of the Keystone XL Pipeline project;

WHEREAS, on June 9, 2021, Company's parent organization, TC Energy Corporation, announced that it has terminated the Keystone XL Pipeline project; and

WHEREAS, Company and County now desire to resolve any and all outstanding obligations Company owes to Township under the HRA;

NOW THEREFORE, in consideration of the sum stated herein, the receipt and sufficiency of which is hereby acknowledged by County, and of the mutual covenants and terms and conditions contained herein, the parties therefore agree as follows:

1. **Obligations.** Pursuant to the HRA, Company is responsible for a road repair located on a 1.5 mile section of 264th Avenue and a 1 mile section of road on 137th Street. In lieu of Company completing those repairs, Company will pay Township [REDACTED], the cost, scope, and description of which Company and County have agreed to as reflected in Exhibit A, attached hereto and made a part of this Agreement. Upon completing the Work Payment to Township and execution of this Agreement, the HRA will be terminated, and Township fully, completely, and forever releases and discharges Company, including its partners, officers, employees, attorneys, and agents of any kind, from any and all claims, causes of action, and demands (including attorney fees) which were or could have been raised related to the HRA.
2. **Authority.** Each signatory hereto represents and warrants that it has the full right, power, authority, and capacity to enter into this Agreement on its own behalf.
3. **Fully Integrated.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter contained herein. This Agreement supersedes the HRA, and all other prior agreements and understandings, oral or written, between the parties.
4. **Executed in Counterparts.** This Agreement may be executed in any number of counterparts, and each such counterpart, including PDF format, shall be deemed to be an original instrument, and all such counterparts shall constitute one agreement. Whether in counterparts or otherwise, this Agreement shall not be binding on, and shall not be effective against, any party who has signed it unless and until all parties have signed it.

The parties are executing this Agreement as of the Effective Date.

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

Signed: _____
Name: _____
Title: _____

Signed: _____
Name: _____
Title: _____

Scovil Township

Signed: Raymond L. Roghair
Name: Raymond L. Roghair
Title: Chairman of Township Board

EXHIBIT A – THE WORK

264th Avenue: Additional Maintenance Repairs on 1.5 miles of road
137th Street: Additional Maintenance Repairs on 1 mile of road

General maintenance scope:

The maintenance work proposed includes the reshaping the road shoulders and compaction of approximately 1.5 miles of road on 264th Avenue and 1 mile on 137th Street. The existing road is approximately 24 feet in width with shoulder side slopes varying. The scope of work would generally include reducing the road width to 21 to 22 feet in width and place the removed material on the road shoulder side slope, creating a more 'gentle' or reduced shoulder slope proving better access to the adjacent field. The additional gravel material placed on the shoulder would be compacted to minimize settlement. No additional material would be hauled to the site.

This scope of work was discussed with Dallas Young with the Jones County Highway Department. Scovil Township bid for repair was completed by Dallas Young with Jones County utilizing County resources in the amount of [REDACTED]

The following products/equipment & labor estimates based on the bid received and our estimated itemized cost breakdown.

➤	Mobilization		[REDACTED]
➤	Vegetation control		
-	[REDACTED]	[REDACTED]	
-	Equipment	[REDACTED]	
Total	vegetations Control		[REDACTED]
➤	Blade road material to shoulder		
-	[REDACTED]	[REDACTED]	
-	[REDACTED]	[REDACTED]	
Total	Shoulder side slope widening		[REDACTED]
➤	Compaction of shoulders		
-	[REDACTED]		
-	[REDACTED]		
Total	Shoulder compaction		[REDACTED]
	Misc.		[REDACTED]
<hr/>			
TOTAL PROJECT COST BASED ON 2021 BIDS/COSTS			[REDACTED]

