

BROOKINGS COUNTY DRIVEWAY APPLICATION AND CONSTRUCTION PERMIT

Application made by Montana-Dakota Utilities Co.  
(Type or Print full name)  
for an entrance to be located off Brookings County Highway No. 204th Street  
(County Road No.)

Pertinent information to the proposed entrance:

1. Type of entrance:

- A. Commerical \_\_\_\_\_
- B. Residential \_\_\_\_\_
- C. Farm Temporary Approach
- D. Other \_\_\_\_\_

2. Location:

- A. Township Lake Hendricks
- B. Section 18
- C. Co. Rd. No. \_\_\_\_\_
- D. Approximate Location Approximately 420 LF W of where 485th Ave intersects 204th St on the S side of road
- E. Legal Description Section 18 of T111N Range 47W Leiferman (Section 18) landowner

3. Entrance:

- A. Width (driveway top) 40
- B. Approximate date of construction June-July 2010

**ENTRANCE TO BE BUILT AS DIRECTED BY  
THE BROOKINGS COUNTY HIGHWAY DEPARTMENT**

Submitted by:

<u>Dave Yexley</u>		
Name		
<u>400 N. 4th Street</u>		<u>701-356-3765</u>
Address		Phone No.
<u>Bismarck, North Dakota</u>		<u>58501</u>
City	State	Zip Code

Below Filled Out by Brookings County

On Site Survey by: Larry Jensen Township  
(Type or Print Name)

Culvert Needed: Yes  No \_\_\_\_\_ Type Cup Size 18" 60'  
(cmp/rcp) (Length & Height)

Approved by: [Signature] Date: 4-6-2010  
Brookings Co. Highway Superintendent

BROOKINGS COUNTY DRIVEWAY APPLICATION AND CONSTRUCTION PERMIT

Application made by Montana-Dakota Utilities Co.

(Type or Print full name)

for an entrance to be located off Brookings County Highway No. 484th Avenue  
(County Road No.)

Pertinent information to the proposed entrance:

1. Type of entrance:

- A. Commercial \_\_\_\_\_
- B. Residential \_\_\_\_\_
- C. Farm Temporary Approach \_\_\_\_\_
- D. Other \_\_\_\_\_

2. Location:

- A. Township Lake Hendricks
- B. Section 18
- C. Co. Rd. No. \_\_\_\_\_
- D. Approximate Location Approximately 3600 LF N of where 484th Ave intersects 205th St on the E side of road
- E. Legal Description Section 18 of T111N Range 47W Lamb (Section 18) landowner

3. Entrance:

- A. Width (driveway top) 40
- B. Approximate date of construction June-July 2010

**ENTRANCE TO BE BUILT AS DIRECTED BY  
THE BROOKINGS COUNTY HIGHWAY DEPARTMENT**

Submitted by:

Dave Yexley

Name	Address	Phone No.
<u>400 N. 4th Street</u>	<u>Bismarck, North Dakota</u>	<u>701-356-3765</u>
City	State	Zip Code

Below Filled Out by Brookings County

On Site Survey by: Larry Jensen Township  
(Type or Print Name)

Culvert Needed: Yes  No \_\_\_\_\_ Type Grp Size 18" 60'  
(cmp/rcp) (Length & Height)

Approved by: [Signature] Date: 4-6-2010  
Brookings Co. Highway Superintendent

BROOKINGS COUNTY DRIVEWAY APPLICATION AND CONSTRUCTION PERMIT

Application made by Montana-Dakota Utilities Co.  
(Type or Print full name)

for an entrance to be located off Brookings County Highway No. 484th Avenue  
(County Road No.)

Pertinent information to the proposed entrance:

1. Type of entrance:
  - A. Commerical \_\_\_\_\_
  - B. Residential \_\_\_\_\_
  - C. Farm Possibly Widen Existing Approach
  - D. Other \_\_\_\_\_
2. Location:
  - A. Township Lake Hendricks
  - B. Section 13
  - C. Co. Rd. No. \_\_\_\_\_
  - D. Approximate Location Approximately 2170 LF N of where 484th Ave intersects 205th St on the W side of road
  - E. Legal Description Section 13 of T111N Range 48W Larson (Section 18) landowner
3. Entrance:
  - A. Width (driveway top) 40
  - B. Approximate date of construction June-July 2010

ENTRANCE TO BE BUILT AS DIRECTED BY  
THE BROOKINGS COUNTY HIGHWAY DEPARTMENT

Submitted by:

<u>Dave Yexley</u>		
Name		
<u>400 N. 4th Street</u>		<u>701-356-3765</u>
Address		Phone No.
<u>Bismarck, North Dakota</u>		<u>58501</u>
City	State	Zip Code

Below Filled Out by Brookings County Township

On Site Survey by: Larry Jansen  
(Type or Print Name)

Culvert Needed: Yes \_\_\_\_\_ No X Type \_\_\_\_\_ Size \_\_\_\_\_  
(cmp/rcp) (Length & Height)

Approved by: Larry Jansen Date: 4-6-2010  
Brookings Co. Highway Superintendent

BROOKINGS COUNTY DRIVEWAY APPLICATION AND CONSTRUCTION PERMIT

Application made by Montana-Dakota Utilities Co.  
(Type or Print full name)  
for an entrance to be located off Brookings County Highway No. 205th Street  
(County Road No.)

Pertinent information to the proposed entrance:

1. Type of entrance:
  - A. Commerical \_\_\_\_\_
  - B. Residential \_\_\_\_\_
  - C. Farm Temporary Approach
  - D. Other \_\_\_\_\_
2. Location:
  - A. Township Lake Hendricks
  - B. Section 13
  - C. Co. Rd. No. \_\_\_\_\_
  - D. Approximate Location Approximately 170 LF W of where 484th Ave intersects 205th St on the N side of road
  - E. Legal Description Section 13 of T111N Range 48W Larson (Section 18) landowner
3. Entrance:
  - A. Width (driveway top) 40
  - B. Approximate date of construction June-July 2010

ENTRANCE TO BE BUILT AS DIRECTED BY  
THE BROOKINGS COUNTY HIGHWAY DEPARTMENT

Submitted by:

<u>Dave Yexley</u>		
Name		
<u>400 N. 4th Street</u>		<u>701-356-3765</u>
Address		Phone No.
<u>Bismarck, North Dakota</u>		<u>58501</u>
City	State	Zip Code

Below Filled Out by Brookings County Township

On Site Survey by: Larry Jensen  
(Type or Print Name)

Culvert Needed: Yes \_\_\_\_\_ No  Type \_\_\_\_\_ Size \_\_\_\_\_  
(cmp/rcp) (Length & Height)

Approved by: [Signature] Date: 4-6-2010  
Brookings Co. Highway Superintendent

BROOKINGS COUNTY DRIVEWAY APPLICATION AND CONSTRUCTION PERMIT

Application made by Montana-Dakota Utilities Co.  
(Type or Print full name)  
for an entrance to be located off Brookings County Highway No. 205th Street  
(County Road No.)

Pertinent information to the proposed entrance:

1. Type of entrance:
  - A. Commerical \_\_\_\_\_
  - B. Residential \_\_\_\_\_
  - C. Farm Temporary Approach
  - D. Other \_\_\_\_\_
2. Location:
  - A. Township Lake Hendricks
  - B. Section 24
  - C. Co. Rd. No. \_\_\_\_\_
  - D. Approximate Location Approximately 170 LF W of where 484th Ave intersects 205th St on the S side of road
  - E. Legal Description Section 24 of T111N Range 48W Emmett (Section 18) landowner
3. Entrance:
  - A. Width (driveway top) 40
  - B. Approximate date of construction June-July 2010

**ENTRANCE TO BE BUILT AS DIRECTED BY  
THE BROOKINGS COUNTY HIGHWAY DEPARTMENT**

Submitted by:

Dave Yexley

<u>Name</u>		
<u>400 N. 4th Street</u>		<u>701-356-3765</u>
<u>Address</u>		<u>Phone No.</u>
<u>Bismarck, North Dakota</u>		<u>58501</u>
<u>City</u>	<u>State</u>	<u>Zip Code</u>

Below Filled Out by Brookings County

On Site Survey by: Larry Jensen  
(Type or Print Name)

Culvert Needed: Yes \_\_\_\_\_ No X Type \_\_\_\_\_ Size \_\_\_\_\_  
(cmp/rcp) (Length & Height)

Approved by: [Signature] Date: 4-6-2010  
Brookings Co. Highway Superintendent

BROOKINGS COUNTY DRIVEWAY APPLICATION AND CONSTRUCTION PERMIT

Application made by Montana-Dakota Utilities Co.  
(Type or Print full name)  
for an entrance to be located off Brookings County Highway No. 485th Avenue  
(County Road No.)

Pertinent information to the proposed entrance:

1. Type of entrance:

- A. Commerical \_\_\_\_\_
- B. Residential \_\_\_\_\_
- C. Farm Permanent Approach
- D. Other \_\_\_\_\_

2. Location:

- A. Township Lake Hendricks
- B. Section 32
- C. Co. Rd. No. \_\_\_\_\_
- D. Approximate Location Approximately 4850 LF S of where 201th St. intersects 485th Ave on the E side of road
- E. Legal Description Section 32 of T112N Range 47W (MOE) landowner

3. Entrance:

- A. Width (driveway top) 40
- B. Approximate date of construction June-July 2010

**ENTRANCE TO BE BUILT AS DIRECTED BY  
THE BROOKINGS COUNTY HIGHWAY DEPARTMENT**

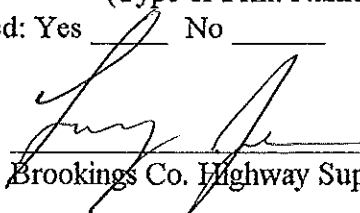
Submitted by:

<u>Dave Yexley</u>		
Name		
<u>400 N. 4th Street</u>		<u>701-356-3765</u>
Address		Phone No.
<u>Bismarck, North Dakota</u>		<u>58501</u>
City	State	Zip Code

Below Filled Out by Brookings County

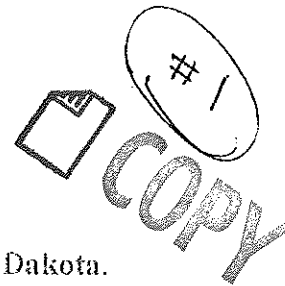
On Site Survey by: \_\_\_\_\_  
(Type or Print Name)

Culvert Needed: Yes      No      Type \_\_\_\_\_ Size \_\_\_\_\_  
(cmp/rcp) (Length & Height)

Approved by :  Date: 5-17-2010  
Brookings Co. Highway Superintendent

Agreement 10-44

APPLICATION FOR OCCUPANCY  
RIGHT-OF-WAY OF COUNTY HIGHWAYS



To: The Board of County Commissioners Brookings County, South Dakota.

Application is made by Montana-Dakota Utilities Co. for Natural Gas Pipeline occupancy of Highway Number 197<sup>th</sup> Street, in Section 5 & 8, Township 112N, Range 47W, Lake Hendricks Brookings County South Dakota. County Road # 40

Project Number: Deer Creek Station Natural Gas Pipeline

A sketch showing the location must be attached.

The following information is pertinent to the proposed installation:

1. Intended usage : Natural Gas Pipeline Crossing
2. Cable Type
3. Outside Diameter or Pipe Size 10.75 inches
4. Method of Installation : Horizontal Directional Bore from Private ROW to Private ROW
5. Crossing Bituminous Roads Yes

\*This installation will comply with the National Safety Code and all Federal Guidelines.

\*Warning signs will be installed where appropriate.

\*Ditches will be restored back to present condition.

\*Owner will move its buried cable or pipe, in case of road construction, at no cost to the County.

\*Prior to any road construction or maintenance within the County, the owner shall call South Dakota One-Call at 1-800-781-7474 for location of the facilities.

Submitted: 6/7/2010

Company: MDU

By Authority:

By: David Yedley

Recommended for Approval By: [Signature]  
County Highway Superintendent

Approved: Board of County Commissioners

By: [Signature]

Date: 06-15-10

Agreement #10-45 #2

APPLICATION FOR OCCUPANCY  
RIGHT-OF-WAY OF COUNTY HIGHWAYS

COPY

To: The Board of County Commissioners Brookings County, South Dakota.

Application is made by Montana-Dakota Utilities Co. for Natural Gas Pipeline occupancy of Highway Number 485<sup>th</sup> Avenue, in Section 7-8, Township 112N, Range 47W, *Lake Hendricks* Brookings County South Dakota. *County 29*

Project Number: Deer Creek Station Natural Gas Pipeline

A sketch showing the location must be attached.

The following information is pertinent to the proposed installation:

1. Intended usage : Natural Gas Pipeline Crossing
2. Cable Type
3. Outside Diameter or Pipe Size 10.75 inches
4. Method of Installation : Horizontal Directional Bore from Private ROW to Private ROW
5. Crossing Bituminous Roads Yes

\*This installation will comply with the National Safety Code and all Federal Guidelines.

\*Warning signs will be installed where appropriate.

\*Ditches will be restored back to present condition.

\*Owner will move its buried cable or pipe, in case of road construction, at no cost to the County.

\*Prior to any road construction or maintenance within the County, the owner shall call South Dakota One-Call at 1-800-781-7474 for location of the facilities.

Submitted: 6/7/2010

Company: MDU

By Authority:

By: *David Yuley*

Recommended for Approval By: *[Signature]*  
*County Highway Superintendent*

Approved: Board of County Commissioners



By: *[Signature]*

Date: 6-15-10



Agreement #10-46

APPLICATION FOR OCCUPANCY  
RIGHT-OF-WAY OF COUNTY HIGHWAYS

 COPY 

To: The Board of County Commissioners Brookings County, South Dakota.

Application is made by Montana-Dakota Utilities Co. for Natural Gas Pipeline occupancy of Highway Number 199<sup>th</sup> Street, in Section 18-19, Township 112N, Range 47W, *Lake Hendricks* Brookings County South Dakota. *County # 44*

Project Number: Deer Creek Station Natural Gas Pipeline

A sketch showing the location must be attached.

The following information is pertinent to the proposed installation:

1. Intended usage : Natural Gas Pipeline Crossing
2. Cable Type
3. Outside Diameter or Pipe Size 10.75 inches
4. Method of Installation : Horizontal Directional Bore from Private ROW to Private ROW
5. Crossing Bituminous Roads Yes

\*This installation will comply with the National Safety Code and all Federal Guidelines.

\*Warning signs will be installed where appropriate.

\*Ditches will be restored back to present condition.

\*Owner will move its buried cable or pipe, in case of road construction, at no cost to the County.

\*Prior to any road construction or maintenance within the County, the owner shall call South Dakota One-Call at 1-800-781-7474 for location of the facilities.

Submitted: 6/7/2010

Company: MDU

By Authority:

By: David Jeffrey

Recommended for Approval By: Jay [Signature]  
County Highway Superintendent

Approved: Board of County Commissioners

By: [Signature]

Date: 06-15-10

Agreement #10-47

APPLICATION FOR OCCUPANCY  
RIGHT-OF-WAY OF COUNTY HIGHWAYS

4  
COPY

To: The Board of County Commissioners Brookings County, South Dakota.

Application is made by Montana-Dakota Utilities Co. for Natural Gas Pipeline occupancy of Highway Number 485<sup>th</sup> Avenue, in Section 19-20, Township 112N, Range 47W, Brookings County South Dakota. *County 29*

Project Number: Deer Creek Station Natural Gas Pipeline

A sketch showing the location must be attached.

The following information is pertinent to the proposed installation:

1. Intended usage : Natural Gas Pipeline Crossing
2. Cable Type
3. Outside Diameter or Pipe Size 10.75 inches
4. Method of Installation : Horizontal Directional Bore from Private ROW to Private ROW
5. Crossing Bituminous Roads Yes

\*This installation will comply with the National Safety Code and all Federal Guidelines.

\*Warning signs will be installed where appropriate.

\*Ditches will be restored back to present condition.

\*Owner will move its buried cable or pipe, in case of road construction, at no cost to the County.

\*Prior to any road construction or maintenance within the County, the owner shall call South Dakota One-Call at 1-800-781-7474 for location of the facilities.

Submitted: 6/7/2010

Company: MDU

By Authority:

By: *Daniel Yuley*

Recommended for Approval By: *Jay*  
*County Highway Superintendent*

Approved: Board of County Commissioners

By: *[Signature]*

Date: 06-15-10

Agreement #10-48

APPLICATION FOR OCCUPANCY  
RIGHT-OF-WAY OF COUNTY HIGHWAYS

COPY 15

To: The Board of County Commissioners Brookings County, South Dakota.

Application is made by Montana-Dakota Utilities Co. for Natural Gas Pipeline occupancy of Highway Number 485<sup>th</sup> Ave, in Section 5-6, Township 111N, Range 47W, Brookings County South Dakota. *County 29*

Project Number: Deer Creek Station Natural Gas Pipeline

A sketch showing the location must be attached.

The following information is pertinent to the proposed installation:

1. Intended usage : Natural Gas Pipeline Crossing
2. Cable Type
3. Outside Diameter or Pipe Size 10.75 inches
4. Method of Installation : Horizontal Directional Bore from Private ROW to Private ROW
5. Crossing Bituminous Roads Yes

\*This installation will comply with the National Safety Code and all Federal Guidelines.

\*Warning signs will be installed where appropriate.

\*Ditches will be restored back to present condition.

\*Owner will move its buried cable or pipe, in case of road construction, at no cost to the County.

\*Prior to any road construction or maintenance within the County, the owner shall call South Dakota One-Call at 1-800-781-7474 for location of the facilities.

Submitted: 6/7/2010

Company: MDU

By Authority:

By: *David Yuley*

Recommended for Approval By: *[Signature]*

*County Highway Superintendent*

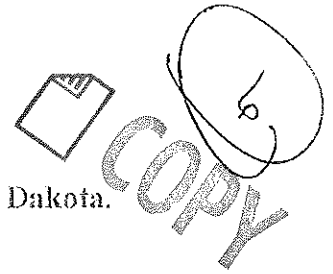
Approved: Board of County Commissioners

By: *[Signature]*

Date: 06-15-10

Agreement #10-49

APPLICATION FOR OCCUPANCY  
RIGHT-OF-WAY OF COUNTY HIGHWAYS



To: The Board of County Commissioners Brookings County, South Dakota.

Application is made by Montana-Dakota Utilities Co. for Natural Gas Pipeline occupancy of Highway Number 205<sup>th</sup> Street, in Section 13-24, Township 111N, Range 48W, Brookings County South Dakota.

County # 36

Project Number: Deer Creek Station Natural Gas Pipeline

A sketch showing the location must be attached.

The following information is pertinent to the proposed installation:

1. Intended usage : Natural Gas Pipeline Crossing
2. Cable Type
3. Outside Diameter or Pipe Size 10.75 inches
4. Method of Installation : Horizontal Directional Bore from Private ROW to Private ROW
5. Crossing Bituminous Roads No

\*This installation will comply with the National Safety Code and all Federal Guidelines.

\*Warning signs will be installed where appropriate.

\*Ditches will be restored back to present condition.

\*Owner will move its buried cable or pipe, in case of road construction, at no cost to the County.

\*Prior to any road construction or maintenance within the County, the owner shall call South Dakota One-Call at 1-800-781-7474 for location of the facilities.

Submitted: 6/7/2010

Company: MDU

By Authority:

By: Daniel Yedley

Recommended for Approval By: \_\_\_\_\_

County Highway Superintendent

Approved: Board of County Commissioners

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

Date: 06/15/10

# Appendix F: Township Agreements for Use and Restoration of Haul Road

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**AGREEMENT FOR USE AND RESTORATION OF HAUL ROAD**

Basin Electric Power Cooperative agrees to help maintain roads in Sherman Township that may be damaged by the construction of the Deer Creek Station. This includes watering the road as necessary for dust control, blading as needed, gravel, and/or other repairs beyond normal maintenance. Basin Electric Power Cooperative or its assignee will be completing the work.

An inspection of the affected township roads will be made, preferably not to exceed thirty days prior to expected initiation of construction of the Deer Creek Station. The Inspection Report will determine the existing condition of the haul road, including the type, thickness, and width of surface material in place. After preparation of the Inspection Report, it shall be signed by Basin Electric Power Cooperative and the Township's Authorized Representative.

Upon completion of construction Basin Electric Power Cooperative agrees to restore affected township road beds to the conditions as reported in the Inspection Report.

BY:



Authorized Representative  
Basin Electric Power Cooperative

DATE: 3/22/10

BY:



Authorized Representative  
Sherman Township

DATE: 3-22-10

**AGREEMENT FOR USE AND RESTORATION OF HAUL ROAD**

Basin Electric Power Cooperative agrees to help maintain roads in SCANDINAVIA Township that may be damaged by the construction of the Deer Creek Station. This includes watering the road as necessary for dust control, blading as needed, gravel, and/or other repairs beyond normal maintenance. Basin Electric Power Cooperative or its assignee will be completing the work.

An inspection of the affected township roads will be made, preferably not to exceed thirty days prior to expected initiation of construction of the Deer Creek Station. The Inspection Report will determine the existing condition of the haul road, including the type, thickness, and width of surface material in place. After preparation of the Inspection Report, it shall be signed by Basin Electric Power Cooperative and the Township's Authorized Representative.

Upon completion of construction Basin Electric Power Cooperative agrees to restore affected township road beds to the conditions as reported in the Inspection Report.

BY:

  
\_\_\_\_\_  
Authorized Representative  
Basin Electric Power Cooperative

DATE: 10/15/09

BY:

  
\_\_\_\_\_  
Authorized Representative  
SCANDINAVIA Township

DATE: 10/15/09



**AGREEMENT FOR USE AND RESTORATION OF HAUL ROAD**

Basin Electric Power Cooperative agrees to help maintain roads in Richland Township that may be damaged by the construction of the Deer Creek Station. This includes watering the road as necessary for dust control, blading as needed, gravel, and/or other repairs beyond normal maintenance. Basin Electric Power Cooperative or its assignee will be completing the work.

An inspection of the affected township roads will be made, preferably not to exceed thirty days prior to expected initiation of construction of the Deer Creek Station. The Inspection Report will determine the existing condition of the haul road, including the type, thickness, and width of surface material in place. After preparation of the Inspection Report, it shall be signed by Basin Electric Power Cooperative and the Township's Authorized Representative.

Upon completion of construction Basin Electric Power Cooperative agrees to restore affected township road beds to the conditions as reported in the Inspection Report.

BY:

Authorized Representative  
Basin Electric Power Cooperative

DATE: 11/2/09

BY:

Authorized Representative  
Richland Township

DATE: 10-27-09

**AGREEMENT FOR USE AND RESTORATION OF HAUL ROAD**

Basin Electric Power Cooperative agrees to help maintain roads in Lake Hendricks Township that may be damaged by the construction of the Deer Creek Station. This includes watering the road as necessary for dust control, blading as needed, gravel, and/or other repairs beyond normal maintenance. Basin Electric Power Cooperative or its assignee will be completing the work.

An inspection of the affected township roads will be made, preferably not to exceed thirty days prior to expected initiation of construction of the Deer Creek Station. The Inspection Report will determine the existing condition of the haul road, including the type, thickness, and width of surface material in place. After preparation of the Inspection Report, it shall be signed by Basin Electric Power Cooperative and the Township's Authorized Representative.

Upon completion of construction Basin Electric Power Cooperative agrees to restore affected township road beds to the conditions as reported in the Inspection Report.

BY:



Authorized Representative  
Basin Electric Power Cooperative

DATE: 11/2/09

BY:



Authorized Representative - Clerk  
Lake Hendricks Township

DATE: 10/28/2009

**AGREEMENT FOR USE AND RESTORATION OF HAUL ROAD**

Basin Electric Power Cooperative agrees to help maintain roads in Alton Township that may be damaged by the construction of the Deer Creek Station. This includes watering the road as necessary for dust control, blading as needed, gravel, and/or other repairs beyond normal maintenance. Basin Electric Power Cooperative or its assignee will be completing the work.

An inspection of the affected township roads will be made, preferably not to exceed thirty days prior to expected initiation of construction of the Deer Creek Station. The Inspection Report will determine the existing condition of the haul road, including the type, thickness, and width of surface material in place. After preparation of the Inspection Report, it shall be signed by Basin Electric Power Cooperative and the Township's Authorized Representative.

Upon completion of construction Basin Electric Power Cooperative agrees to restore affected township road beds to the conditions as reported in the Inspection Report.

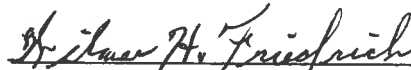
BY:



\_\_\_\_\_  
Authorized Representative  
Basin Electric Power Cooperative

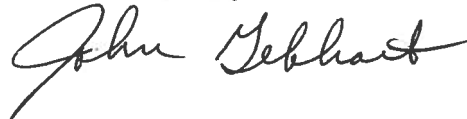
DATE: 10/26/09

BY:



\_\_\_\_\_  
Authorized Representative  
Alton Township

DATE: 10-20-09



# Appendix G: Documentation of Meetings with Local Jurisdictions for Condition 12

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## **Public Involvement with Local Jurisdictions**

The following is a summary of Basin Electric Power Cooperative's (Basin Electric) recent efforts to comply with Stipulation #12 for both the EL09-015 and HP09-002 Dockets.

Summary:

On May 18<sup>th</sup>, 19<sup>th</sup>, and 24<sup>th</sup>, Basin Electric staff met with government officials and representatives of fire, law enforcement, ambulance service "first responders" serving and/or located near the proposed Deer Creek Station. These meetings were held to further inform these organizations about the current status of permitting and outline planned construction schedules, describe the workforce levels, discuss the exchange of contact information, site access, site tours and on-site training opportunities. These meetings are briefly described below.

### **Tuesday May 18<sup>th</sup>:**

**1) Brookings County Commission.** Basin Electric Staff and Kenneth Schwebke of Boldt Construction met with the Brookings County Commission at their regular meeting to discuss road improvements near the proposed Deer Creek Station that have been recommended by the Local Review Committee. Road safety, dust control and road maintenance during construction were discussed.

**2) City of Brookings Police and Fire Departments.** Basin Electric staff, Kenneth Schwebke of Boldt Construction and Terry Ebright, Safety Coordinator for Sioux Valley Energy met with representatives of the Brookings Police Department and the Brookings Fire Department. Darrell Hartmann, Fire Chief, Pete Bolzer, Deputy Fire Chief and Tod Wells, Brookings Police Department Patrol Captain represented their departments. A suggestion to establish a helicopter landing pad at the Deer Creek Station was discussed. This would be for emergency evacuation of severely injured workers by the Sanford Medical Center helicopter out of Sioux Falls, SD.

**3) Brookings County Commission, Highway Superintendent and Planning, Zoning and Drainage Director.** Basin Electric Staff, Kenneth Schwebke of Boldt Construction and Terry Ebright, Safety Coordinator for Sioux Valley Energy met with representatives of the Brookings County Commission and County Department Heads to discuss a variety of issues of interest. In attendance were Commissioner Deanna Santema, Commissioner Dennis Falken, Commissioner Mary Negstad, Robert Hill, Brookings County Director of Planning, Zoning and Drainage, and Larry Jensen, Brookings County Highway Superintendent.

**4) City of White, White Ambulance Service.** Basin Electric staff and Kenneth Schwebke of Boldt Construction met with Randy Brown, Mayor of the City of White and Tammy Byers, a

representative of the White Ambulance Service. Basin Electric's offer to host regular site visits and on-site training exercises was well received. A follow-up meeting with the combined White Ambulance and Fire Department crews is planned in June.

### **Wednesday, May 19<sup>th</sup>:**

**1) Deuel County Commission, Deuel County Sheriff and Highway Superintendent.** Basin Electric staff, Kenneth Schwebke of Boldt Construction and Troy Kwasniewski, H-D Electric Operations Superintendent met with the Deuel County Commissioners in a special meeting dedicated to an exchange of information about the planned Deer Creek Station. Also in attendance were Jamie Hintz, Deuel County Highway Superintendent, Sheriff David Solen, and Auditor Pam Lynde.

**2) Brookings County Sheriff's Department.** Basin Electric staff, Kenneth Schwebke of Boldt Construction and Robin Savage of Sioux Valley Energy met with the Brookings County Sheriff, a number of deputies and a large contingent of the Sheriff Department's RSVP senior volunteers. Twenty one representatives of the Sheriff's Department attended this meeting. Opportunities for regular site visits, training and the services offered by the Sheriff's Department were discussed.

**3) City of Aurora, Aurora Fire Department.** Basin Electric staff and Kenneth Schwebke of Boldt Construction met with Fred Weekes, the Mayor of Aurora, Gerald "Dor" Smidt, Aurora City Commissioner and Mark Potthast, Aurora Fire Chief. Discussion at this meeting covered the specifics of anticipated "heavy haul" shipments that will be off-loaded at the rail siting in Aurora. A request by Fire Chief Mark Potthast to consider access to water for fire-fighting from the storage tank to be constructed at the Deer Creek Station was discussed.

**4) City of Elkton, Elkton Fire Department, Elkton Ambulance Service.** Basin Electric staff and Kenneth Schwebke of Boldt Construction met with David Landsman, Mayor of Elkton, Fire Chief Ryan Bebensee, and members of the Elkton Fire and Ambulance squads. Sixteen representatives of these Elkton organizations attended this meeting.

### **Monday, May 24<sup>th</sup>:**

**1) Brookings Ambulance Service.** Basin Electric's Curt Pearson met with Gordon Dekkenga, Ambulance Director for the Brookings Health System, who could not attend one of the previous week's meetings. The Brookings ambulance service is the only ambulance service in Brookings County with Advanced Life Support training and equipment, and would be dispatched to assist the White Ambulance Service when these services are needed. Gordon also suggested we set up a helicopter landing pad and thought our plan to have a medical technician/nurse on site was a

good thing to do. Basin Electric's offer to host regular site visits and on-site training exercises was well received. A follow-up meeting with the staff and crewmembers of the Brookings Ambulance Service is planned in June or July.



## Appendix H: Landowner Notification Mailings

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**BEFORE THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF SOUTH DAKOTA**

<b>IN THE MATTER OF THE APPLICATION BY</b>	)	
<b>BASIN ELECTRIC POWER COOPERATIVE,</b>	)	
<b>INC. FOR AN ENERGY CONVERSION</b>	)	<b>DOCKET NUMBER HP09-002</b>
<b>FACILITY SITING PERMIT FOR A NATURAL</b>	)	
<b>GAS PIPELINE TO SUPPORT THE DEER</b>	)	
<b>CREEK STATION PROECT</b>	)	<b>CERTIFICATE OF SERVICE</b>
	)	
	)	
	)	

I hereby certify that the landowner notification requirement, Stipulation HP09-002 was served upon all required parties.

A copy of the cover letter, detailed information and the Commission Order are attached.

**BASIN ELECTRIC POWER COOPERATIVE**

By: 

Cris Miller  
Senior Environmental Project Administrator  
1717 E. Interstate Avenue  
Bismarck, ND 58503—564  
Phone: (701) 223-0441

**BASIN ELECTRIC  
POWER COOPERATIVE**

1717 EAST INTERSTATE AVENUE  
BISMARCK, NORTH DAKOTA 58503-0564  
PHONE: 701-223-0441  
FAX: 701-557-5336

June 15, 2010

Landowner  
Address  
City, State Zip

**Re: Basin Electric Power Cooperative Deer Creek Station Natural Gas Pipeline Project  
Pre-Construction Notice**

Dear Landowner(s):

Basin Electric Power Cooperative (Basin Electric) is planning to commence construction on your property in the near future. Construction of the natural gas pipeline project is anticipated to commence in July 2010 and be completed by November 2010. This letter serves to provide you with detailed information regarding upcoming construction. The following information is provided in this letter:

- Basin Electric Power Cooperative Contact Information
- South Dakota Public Utilities Commission Address, Website and Phone Number
- Copy of the South Dakota Public Utilities Commission Order
- Detailed Safety Information
- Construction/ maintenance damage compensation policies and procedures
- Explanation of trenching, topsoil and subsoil/ rock removal segregation and restoration methods

Questions and comments associated with the construction and operation of the Deer Creek Station Natural Gas Pipeline Project can be directed to Basin Electric at the address listed below.

Sincerely,

/s/

Gavin McCollam  
Deer Creek Station Project Manager

gm/crm/gmj  
Enclosures

Chris & Joyce Caugherty  
19781 485th Ave.  
Hendricks MN 56136

Elizabeth S. (Liz) Christianson  
48450 195th St.  
Astoria SD 57213

Vernelle Clayton  
422 Santa Fe Circle  
Chanhassen MN 55317

David & Mary Hexem  
20110 487th Ave.  
Hendricks MN 56136

Duane O. Emmett  
403 Hunters Ridge Rd.  
Brookings SD 57006

Steven Engen  
48541 197th St.  
Hendricks MN 56136

Michael G. & Jolene Glazier  
48578 199th St.  
Hendricks MN 56136

Keith A. & Debra Hinderaker  
48462 SD Hwy 28  
Astoria SD 57213

Ronald D. Kjelden  
19950 485th Ave.  
Hendricks MN 56136

Audrey Hortness Lamb  
20500 484th Ave.  
White SD 57276

Richard & Joyce Larson Life Estate  
48304 205th St.  
White SD 57276

John E. Leiferman  
20584 486th Ave.  
White SD 57276

Daniel J. & Kristi Lutgen  
20237 485th Ave.  
White SD 57276

Joe, Jr. & Maureen Lutgen,  
Trustees  
303 N. Wallace  
Ivanhoe MN 56142

William Moe  
46034 200th St.  
Bruce SD 57220

Leona Moen  
48656 201st St.  
Hendricks MN 56136

Kevin (Jennifer) Moravetz  
48478 204th St.  
White SD 57276

Douglas E. & Connie Nelson Revocable  
Trust  
48365 204th St.  
White SD 57276

Jerome J. (Juanita) Nolz  
PO Box 113  
Clear Lake SD 57226

Dustin (Amy) Otten  
19851 485th Ave.  
Hendricks MN 56136

Dean (Molly) Ramlo  
1410 17th Ave. S.  
Brookings SD 57006

Rogness Heritage, LLP c/o  
Ward Bisping  
18 St. Mark's Bay  
Fairbault MN 55021

Bert J. & Verna Rogness  
19530 484th Ave.  
Astoria SD 57213

Janice E. & Robert Rosenthal, Trustees  
158 Dakota Shores  
Hendricks MN 56136

Gary T. & Janet M. Tollefson  
512 E. Sunnybrook Dr.  
Sioux Falls SD 57105

Trooien Land Co., Trygve A  
Trooien,  
et al  
19775 484th Ave.  
Astoria SD 57213

Harvey W. Wahl (Faye)  
19945 485th Ave.  
Hendricks MN 56136

### **Project Contact Information**

This project is permitted through the South Dakota Public Utilities Commission (SD PUC). Basin Electric encourages any questions, comments or issues regarding the right-of-way (ROW) to be directed to Basin Electric contacts:

Kelly Suko  
Property and Right of Way Specialist  
Basin Electric Power Cooperative  
1717 East Interstate Avenue  
Bismarck, North Dakota 58503-0564  
(701) 223-0441

Gavin McCollam  
Project Manager  
Basin Electric Power Cooperative  
1717 East Interstate Avenue  
Bismarck, North Dakota 58503-0564  
(701) 223-0441

For questions, concerns, etc. regarding the continued construction activity at or near the plant site please contact the Deer Creek Station's on-site Project Construction Supervisor:

Bob Boettcher  
Project Construction Supervisor  
Basin Electric Power Cooperative  
20615 484<sup>th</sup> Ave  
White, South Dakota 57276  
Cell (701) 595-2584 / (701) 223-0441

The SD PUC can be contacted as follows:

South Dakota Public Utilities Commission  
Capitol Building, 1<sup>st</sup> Floor  
500 E. Capitol Avenue  
Pierre, SD 57501-5070  
Phone: (605) 773-3201  
Toll free Fax: 1-866-757-6031  
<http://puc.sd.gov/>

### **South Dakota Commission Order**

The SD PUC requires all landowners within the project ROW of way to receive a copy of the Commission Order for the project. The Commission Order for the Deer Creek Station Natural Gas Pipeline Project, Docket HP09-002 is attached.

## **Detailed Safety Information**

Construction will begin after the necessary permits have been acquired. July 1<sup>st</sup> is the current target construction start date.

A field office to support the pipeline portion of the project will be established approximately ¾ mile south of State Highway 30 on 485<sup>th</sup> Ave. A material lay down yard will also be located at that location. The pipe will be delivered to the lay down yard first and then be transported by pipe stringing equipment along the pipeline ROW. The construction will progress from the point of origination approximately ¾ mile north of 195<sup>th</sup> St on 484<sup>th</sup> Ave, southward on 484<sup>th</sup> Ave/ 485<sup>th</sup> Ave to 204<sup>th</sup> Ave where it will proceed west to 484<sup>th</sup> Ave to the point of termination at the Deer Creek Station.

After the pipe has been delivered to the ROW, the equipment and vehicle activity will be spread along the roadways as necessary to support the various operations of installing a natural gas pipeline.

Typical work hours will be 7:00 a.m to 5:00 p.m. Monday thru Saturday.

The contractor will maintain a current list of local emergency response providers and methods of contact/communication in all construction and operations vehicles. Designated construction and operations personnel will be trained in first aid. During construction or operation of the gas pipeline, vehicles will not be parked or left idling on areas of standing dry grass or shrubs that could constitute a fire hazard.

Basin Electric will implement the following protections in areas where the project passes within 500 feet of a residence:

- To the extent feasible, Basin Electric will coordinate construction work schedules with affected residential landowners prior to the start of construction in the area of the residences;
- Basin Electric will maintain access to all residences at all times, except for periods when it is infeasible to do so or except as otherwise agreed between Basin Electric and the occupant. Such periods will be restricted to the minimum duration possible and will be coordinated with the affected residential landowners and occupants, to the extent possible;
- Basin Electric shall install temporary safety fencing, when reasonable requested by the landowner or occupant, to control access and minimize hazards associated with an open trench and heavy equipment in a residential area; and
- Basin Electric will notify affected residents in advance of any scheduled disruption of utilities and limit the duration of such disruption.

No impacts to health services, facilities, and public safety are anticipated from construction or operation of the gas pipeline. Buildings, structures or other improvements cannot be placed on the permanent pipeline ROW for the duration of the easement.

Natural gas contains 95% methane, which is a colorless, odorless, tasteless chemical. It is considered nontoxic. Inhalation of low concentrations can be remedied by going to an uncontaminated area and inhaling fresh air or oxygen. Natural gas is also a flammable gas. Observe all precautions necessary for safe handling of any flammable, compressed gas.

Natural gas pipelines are buried underground. Pipeline markers are used to mark where a pipeline's path crosses a street, highway or railway. The marker displays the material transported, name of the pipeline operator, and a telephone number where the operator can be reached in the event of an emergency.

Basin Electric has acquired an easement on your property for the right to install, maintain and operate the pipeline. Basin Electric will periodically prune trees and vegetation on or near the pipeline easement. If you would like to use the easement for any purpose, please contact Basin Electric.

Should you plan to perform any excavation work on your property you must contact South Dakota One call at their toll free number 1-800-781-7474 or 811 before you begin excavation work.

Should you unintentionally disturb the pipeline (such as gouge, scrape, dent or crease in the pipe coating,), please contact Basin Electric at 1-800-339-5616.

A leak in the pipeline can be recognized by dead or dying vegetation on or near the pipeline ROW in an otherwise green area, Also, look for dirt being blown or appearing to be thrown in the air and listen for a blowing a hissing sound.

Should you suspect a pipeline leak you should turn-off and abandon any equipment you may be operating, leave the area quickly, call Basin Electric immediately 1-800-339-5616, warn others of the situation, notify local authorities and DO NOT attempt to operate any of the valves on the pipeline.



### **Damage and Compensation**

Pipeline ROW easements have been obtained and landowners have been compensated for the conveyance of easements to Basin Electric Power Cooperative. Construction activities and maintenance activities create the potential for damage to property, including drainage tiles, irrigation systems and fences. Basin Electric will make every effort to avoid damages to properties. Should damages occur, Basin Electric will restore the property or compensate for damages according to ROW easement agreements. Basin Electric will compensate the owners for damages or losses that cannot be fully remedied by repair or replacement, such as lost productivity and crop and livestock losses. Any damage that occurs as a result of soil disturbance from the pipeline activities on a persons' property will be paid for by Basin Electric Power Cooperative.

Basin Electric Power Cooperative will coordinate as applicable with landowners regarding the protection of cattle in the pipeline ROW area. Basin Electric Power Cooperative will compensate a landowner for any loss of livestock attributable to a failure by Basin Electric Power Cooperative or its agents to implement and to follow prudent practices.

Basin Electric agrees not to pursue a legal claim against a landowner for a pipeline leak that occurs as a result of his/ her normal farming practices over the top or near the pipeline; provided, however, that this covenant shall not apply in situations involving negligence or willful misconduct on the part of the landowner, his employees, agents, contractors or other representatives.

Basin Electric will, in a manner consistent with its easement agreement with landowners, identify and hold the landowner harmless for loss, damage, claim or actions resulting from Basin Electric's use of the easement, including any damage resulting from any release, except to the extent such loss, damage claim or action results from the negligence or willful misconduct of the landowner, his employees, agents, contractors or other representatives.

If trees are to be removed that have commercial or other value to affected landowners, Basin Electric will compensate the landowner for the fair market value of the trees to be cleared and/or allow the landowner the right to retain ownership of the felled trees.

## **Construction Procedures**

Basin Electric Power Cooperative will restore all areas disturbed by construction of the pipeline to their preconstruction condition, including their original preconstruction topsoil, vegetation, elevation, and contour, or as close thereto as feasible, except as otherwise agreed to by the landowner. Except where unfeasible, final grading and topsoil replacement and installation of permanent erosion control structures shall be completed within 30 days after backfilling the trench. In the event that seasonal or other weather conditions, extenuating circumstances, or unforeseen developments beyond Basin Electric's control prevent compliance with this time frame, temporary erosion controls shall be maintained until conditions allow completion of cleanup and reclamation.

Pipeline construction generally involves various sequential operations as detailed below.

- **Route Planning and Right-of-Way Staking**

ROW limits are staked prior to construction. All work will take place between those limits. Additional ROW access will be gained by the use of existing approaches or the construction of temporary approaches where required. Permanent approaches may be constructed per landowner requests and County Road Superintendent's approval. All approaches will be constructed in a location and manner as to minimize vegetation and land owner disturbances.

- **Clearing and Topsoil Separation**

After the completion of the survey and staking of the proposed line, the construction ROW will be cleared of any surface obstructions. Following clearing, a minimum of 12 inches of topsoil will be removed over the trench line and deposited along the working side of the trench. Following the topsoil removal subsequent subsoil down to trench depth shall be removed and will be deposited on the non-working side of the trench. During backfilling operations, the subsoil will be deposited into the trench first, followed by the topsoil. The backfilled trench will be wheel compacted and graded to existing contours. A slight crown shall be placed over the area of the trench to allow for any settling that may occur. When necessary, in areas of unstable working conditions, topsoil may also be separated over the working side and/or the subsoil storage areas to allow for safe working conditions. Conventional double ditching techniques will be used in designated wetland areas where water is not flowing and the soil is adequately dry. In wetland areas where water is not present but soil conditions do not allow for conventional excavation techniques, directional drilling will be utilized to minimize impacts on the wetland area. Adequate erosion control and silt fencing will be implemented to minimize possible erosion and sedimentation issues.

Fences encountered along the proposed route will be cut and braced on each side of the ROW to prevent damage to the remaining fence, unless the landowner requests otherwise.

Temporary gates will be installed where needed to contain livestock or prohibit public access to the ROW during construction.

- **Trenching**

Prior to any trenching activities, notification will be provided to the South Dakota One Call, as required, to ensure all utilities are properly identified. The trench will be a minimum of approximately 60 inches deep to provide a minimum 48-inch cover over the pipeline once backfilling has been completed.

- **Backfilling**

After the pipe has been lowered in, the trench will be backfilled according to regulations with all impacted areas being reseeded with the designated seed mix. Basin Electric will be responsible for vegetation of the impacted areas to 80 percent of pre-project levels within 12 months of completion of the contract. Large rocks (over 8 inches in diameter) and construction debris that can interfere with soil cultivation and damage tillage equipment will be removed from the ROW. Smaller rocks or pieces of debris on the soil surface that can be picked up by and cause damage to harvesting equipment will also be removed. After construction, all foreign materials should be picked up and rock conditions can be no worse than the native condition of adjacent areas. Careful attention will be paid during backfilling to avoid the mixing of topsoil and subsoil.

The size, density and distribution of rock within the pipeline right-of-way shall be restored as nearly as reasonably possible to the conditions existing prior to disturbance. Basin Electric shall treat rock that cannot be backfilled within or below the level of the natural rock profile as construction debris and remove it for disposal off-site except when the landowner agrees to the placement of the rock on his property. In such case, the rock will be placed in accordance with the landowner's directions.

- **Cleanup and Restoration**

Cleanup and restoration of the ROW will be the final phase of construction and typically begins immediately after backfilling or as soon as weather and soil conditions permit. Cleanup in the ROW will consist of removing and disposing of the construction debris and surplus materials. Construction debris will be taken to a licensed landfill. The purpose of restoration is to return the ROW as close as possible to pre-construction conditions. Basin Electric will employ adequate measures to decompact soil. Topsoil will be decompacted if requested by the landowner. Basin Electric will install trench and slope breakers where necessary. If reasonably requested by landowners, Basin Electric will apply mulch following seeding to stabilize the soil surface and to reduce wind and water erosion.

- **Revegetation**

The revegetation work will be primarily on rangelands (native pasture) and roadside ditch locations.

Basin Electric typically will not implement revegetation in wetlands, intermittent creek banks, or active crop production areas. It is anticipated that crop production areas will be revegetated by the landowner following construction and restoration. Revegetation on private property will comply with landowner specification. Landowner permission will be obtained before the application of herbicides.

- **Seeding**

Some degree of natural vegetation recovery will occur from existing seedbed and vegetative propagules (e.g., rhizomes, bulbs) in the soil and from the presence of native seed sources adjacent to construction areas. To complement the natural tendency for vegetation to reoccupy a site, seeding will be conducted as needed. Two types of seed mixes were developed for the Project. A rangeland seed mix was recommended by the Natural Resource Conservation Service and the seed mix for road ditches was recommended by the South Dakota Department of Transportation. Both seed mixes should work well with the ambient precipitation, temperatures, and soil conditions in the construction areas.

- **Seeding Timing**

The preferred seeding times are in the spring (April 1 through May 15) or fall (October 1 through November 15). Actual seeding dates will depend on soil conditions, because planting will not occur when equipment will significantly compact or otherwise disturb the soil because of excessive soil moisture. Desirable vegetation cover will be established as soon as possible after construction is complete to prevent establishment and spread of noxious weeds. Drill seeding and/or broadcast seeding methods may be employed.

Irrigation will generally not be used on sites that are seeded. The native plant species selected for use on this proposed project are adapted to the natural precipitation regime.

- **Vegetation Maintenance**

Basin Electric will maintain vegetation in the ROW, including reclaimed areas to accomplish several goals, including 1) control of noxious weeds; 2) prevention of soil erosion; and 3) allowance for safe and effective use of the ROW. As necessary, Basin Electric will conduct various activities, such as weed control and mowing or trimming of vegetation, to meet these goals.

Basin Electric appreciates your assistance in making the Deer Creek Station Project a success and we look forward to working with you throughout the construction and maintenance phases of the project.

**BEFORE THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF SOUTH DAKOTA**

<b>IN THE MATTER OF THE APPLICATION BY</b>	)	<b>ORDER GRANTING JOINT</b>
<b>BASIN ELECTRIC POWER COOPERATIVE,</b>	)	<b>MOTION FOR APPROVAL</b>
<b>INC. FOR AN ENERGY CONVERSION</b>	)	<b>OF SETTLEMENT</b>
<b>FACILITY SITING PERMIT FOR A NATURAL</b>	)	<b>STIPULATION AND</b>
<b>GAS PIPELINE TO SUPPORT THE DEER</b>	)	<b>GRANTING PERMIT TO</b>
<b>CREEK STATION PROJECT</b>	)	<b>CONSTRUCT FACILITIES</b>
	)	
	)	
	)	<b>HP09-002</b>

On July 28, 2009, Basin Electric Power Cooperative, Inc. (Basin) filed a siting permit application with the Public Utilities Commission (Commission) for the Deer Creek energy conversion facility (EL09-015) and a natural gas pipeline to support the Deer Creek facility. Basin is proposing to construct, own, and operate a natural gas pipeline to support a proposed 300-megawatt combined-cycle natural gas energy conversion facility called the Deer Creek Station. The proposed 13.2 mile pipeline route will traverse about 18 sections of land located in Brookings and Deuel counties. The proposed pipeline diameter is 10.75 inches with an operating pressure ranging between 475 – 1,435 pounds per square inch gauge (psig). Construction is proposed to begin in July 2010 with start up in June 2012.

On July 30, 2009, the Commission electronically transmitted notice of the filing and the intervention deadline of September 28, 2009, to interested individuals and entities.

On August 11, 2009, at its regularly scheduled meeting, the Commission, pursuant to SDCL 49-41B-12, unanimously voted to assess Basin a filing fee not to exceed \$30,000, with an initial deposit of \$8,000, the minimum fee allowed by law as requested by the Deputy Executive Director. On August 21, 2009, the Commission received a Motion for Extension of Notice, Public Hearing Time Frame and Application for Party Status from Basin. Commission Staff requested a waiver of SDCL 49-41B-15 and 49-41B-16. On August 25, 2009, the Commission voted unanimously to grant the Motion for Extension of Notice, Public Hearing Time Frame and Application for Party Status and to grant a waiver of SDCL 49-41B-15 and 49-41B-16.

On August 31, 2009, the Commission received a Petition for Intervention from Iberdrola Renewables (Iberdrola). On September 8, 2009, the Commission granted intervention to Iberdrola. On September 30, 2009, the Commission received an Application for Party Status from the Brookings County Commission (Brookings). On October 20, 2009, the Commission granted Party Status to Brookings and granted intervention.

On January 19, 2010, Basin filed an Addendum to the Application. On February 5, 2010, a draft environmental impact statement was received from the U.S. Department of Energy. On April 5, 2010, Basin Electric submitted their water permit obtained by the South Dakota Department of Environment and Natural Resources. On May 5, 2010, Basin submitted the Notice for Requirements of Transmission Line Construction. On May 10, 2010, Basin and Staff filed a Joint Motion for Approval of Stipulation and the Stipulation.

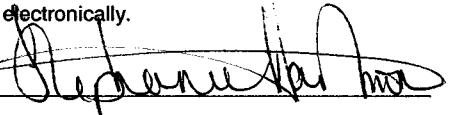
The Commission has jurisdiction over this matter pursuant to SDCL Chapter 49-41B, and ARSD Chapter 20:10:22.

At its regularly scheduled meeting of May 18, 2010, the Commission considered this matter. The Commission voted unanimously to grant the Joint Motion for Approval of the Stipulation. By approving the Stipulation, the Commission grants Applicant's application for a permit to construct a natural gas pipeline, subject to the Findings of Fact, Conclusions of Law, and Terms and Conditions listed in the Stipulation. It is therefore

ORDERED, that the Stipulation entered into by Applicant and Commission Staff on May 10, 2010, shall be approved and shall be incorporated by reference into this Decision and Order the same as if it had been set forth in its entirety herein; and it is further

ORDERED, that Application is granted a permit to construct a natural gas pipeline, subject to the Findings of Fact, Conclusions of Law, and Terms and Conditions listed in the Stipulation.

Dated at Pierre, South Dakota, this 16th day of June, 2010.

<b>CERTIFICATE OF SERVICE</b>
The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, electronically.
By: <u></u>
Date: <u>06/16/10</u>
(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

  
DUSTIN M. JOHNSON, Chairman

  
STEVE KOLBECK, Commissioner

  
GARY HANSON, Commissioner

# Appendix I: Indemnity Bond and Notice

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**BEFORE THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF SOUTH DAKOTA**

**IN THE MATTER OF THE APPLICATION BY )  
BASIN ELECTRIC POWER COOPERATIVE )  
FOR AN ENERGY CONVERSION FACILITY ) DOCKET NUMBER EL09-015  
PERMIT FOR THE DEER CREEK STATION )  
PROJECT COMBINED-CYCLE NATURAL ) CERTIFICATE OF SERVICE  
GAS ENERGY CONVERSION FACILITY AND )  
ASSOCIATED INFRASTRUCTURE, )  
INCLUDING A WATER SUPPLY SYSTEM AND )  
ELECTRIC TRANSMISSION SYSTEM )**

**IN THE MATTER OF THE APPLICATION BY )  
BASIN ELECTRIC POWER COOPERATIVE, ) DOCKET NUMBER HP09-002  
INC. FOR AN ENERGY CONVERSION )  
FACILITY SITING PERMIT FOR A NATURAL ) CERTIFICATE OF SERVICE  
GAS PIPELINE TO SUPPORT THE DEER )  
CREEK STATION PROECT )**

I hereby certify that the notification requirement to the counties, townships and other governmental entities of the issuance of Indemnity Bonds, Stipulation EL09-015 and HP09-002 was served upon all required parties.

Copies of the cover letter, the mailing list and of Indemnity Bonds are attached.

**BASIN ELECTRIC POWER COOPERATIVE**

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

Cris Miller  
Senior Environmental Project Administrator  
1717 E. Interstate Avenue  
Bismarck, ND 58503—564  
Phone: (701) 223-0441

**BASIN ELECTRIC  
POWER COOPERATIVE**

1717 EAST INTERSTATE AVENUE  
BISMARCK, NORTH DAKOTA 58503-0564  
PHONE: 701-223-0441  
FAX: 701-557-5336

June 10, 2010

Landowner Name  
Address  
City, State, Zip

Re: Notice of availability of Indemnity Bonds

Dear Landowner:

In order to comply with SDCL 49-41B-38, Basin Electric Power Cooperative's (Basin Electric) Deer Creek Station Project was directed by the South Dakota Public Utilities Commission (SD PUC) to furnish an Indemnity Bond in the amount of \$800,000 for impacts to roadways affected by the energy conversion facility, electrical transmission and water supply and pipeline components of the Project. Additionally an Indemnity Bond in the amount of \$1.3 million is to be furnished for potential impacts from the construction of the natural gas pipeline component of the Project.

This letter serves notice that as a government entity with potential impacts to your roadways due to Basin Electric's Deer Creek Project, Indemnity Bonds were issued in favor of the State of South Dakota, Brookings and Deuel Counties and Townships of Scandinavia, Hendricks, Alton, Sherman and Richland.

Sincerely,

/s/

Gavin McCollam  
Deer Creek Station Project Manager

gm/crm/gmj  
Attachment

cc:	SD DOT	Deuel County
	Brookings County	Alton Township
	Hendricks Township	Richland Township
	Scandinavia Township	Sherman Township

<p>Dennis Falken  Chairman, Brookings County Commission  Brookings County Courthouse  314 6th Avenue, Suite 2  Brookings, SD 57006</p>	<p><b>Mailed June 14, 2010:</b>  Darold Hunt  Chairman, Deuel County Commission  Deuel County Courthouse  408 4th Street West  Clear Lake, SD 57226</p>
<p>Willmer Friedrich  Chairman, Alton Township  47841 213th St.  Aurora, SD 57002</p>	<p><b>Mailed June 14, 2010</b>  Dan Lutgen  Chairman, Hendricks Township  20237 485th Ave.  White, SD 57276</p>
<p>Henning Hanson  Chairman, Richland Township  48686 207th St.  Elkton, SD 57026</p>	<p>T. Chris Berndt  Chairman, Sherman Township  47871 206<sup>th</sup> St  White, SD 57276</p>
<p>Neal Trooien  Chairman, Scandinavia Township  47852 193rd St.  Toronto, SD 57268</p>	<p>Scott Pretzer  Right of Way Permit Manager  South Dakota Department of Transportation  Becker Hanson Building  700 E. Broadway Ave  Pierre, SD 57501</p>

RIGHT-OF-WAY BOND

Bond No. 105425850

KNOW ALL MEN BY THESE PRESENTS:

That we, Basin Electric Power Cooperative, Inc., hereinafter called the Principal, and Travelers Casualty and Surety Company of America , as Surety, are jointly and severally held and firmly bound unto the South Dakota Public Utilities Commission, hereinafter called the Oblige, on behalf of and for the benefit for all townships, counties, and other governmental entities whose properties are crossed by the transmission facilities described in Stipulation EL09-015, in the sum of **Eight Hundred Thousand And No/100 Dollars (\$800,000.00 )** lawful money of the United States of America, for the payment of which sum we bind ourselves and our successors, heirs, administrators or personal representatives as the case may be.

**WHEREAS**, Principal has applied or will apply to the Oblige for a permit, permits, or permission to do work within the Right-of-Way of townships, counties, and other governmental entities whose properties are crossed by the transmission facilities described in Stipulation EL09-015,

**WHEREAS**, South Dakota Codified Law 49-41B-38 requires any person performing any construction or survey work to furnish an indemnity bond in a reasonable amount that runs in favor of, and for the benefit of, such townships, counties, or other governmental entities whose property is crossed by a transmission facility insuring that any damage beyond normal wear to public roads, highways, bridges, or other related facilities shall be adequately compensated,

NOW, THEREFORE, if the said Principal shall restore all pre-existing roads and lanes used during the construction of the transmission facilities to at least their pre-construction condition as described in accordance with Stipulation EL09-015 then this obligation is null and void, otherwise to remain in full force and effect.

This obligation may be canceled by the Surety by its giving thirty (30) days written notice to the Principal and Oblige. Regardless of the length of time that this bond remains in force, in no event shall the Surety's obligation exceed the sum listed above.

Dated at Minneapolis, Minnesota, this 3<sup>rd</sup> day of June, 2010.

PRINCIPAL

SURETY

Basin Electric Power Cooperative


Travelers Casualty and Surety Company of America

Principal

Surety

By: 

By:

  
Ann Higgins, Attorney In Fact

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 3rd day of June, 2010.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

  
Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



POWER OF ATTORNEY

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

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

Attorney-In Fact No. 220471

Certificate No. 002896026

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

Charyl Cherrhomes, Michele Grogan, Ann Higgins, and Robin Rutlin

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 25th day of September, 2008.

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

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



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 25th day of September, 2008, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



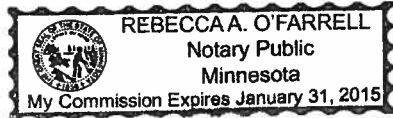
[Signature]
Marie C. Tetreault, Notary Public

ACKNOWLEDGMENT BY SURETY

STATE OF Minnesota }  
County of Hennepin } ss.

On this 3rd day of June, 2010, before me personally  
appeared Ann Higgins, known to, me to be the Attorney-in-Fact of  
Travelers Casualty and Surety Company of America, the corporation  
that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and  
year in this certificate first above written.



*Rebecca O'Farrell*  
\_\_\_\_\_  
Notary Public in the State of Minnesota  
County of Hennepin

# RIGHT-OF-WAY BOND

Bond No. 105425851

KNOW ALL MEN BY THESE PRESENTS:

That we, Basin Electric Power Cooperative, Inc., hereinafter called the Principal, and Travelers Casualty and Surety Company of America, as Surety, are jointly and severally held and firmly bound unto the South Dakota Public Utilities Commission, hereinafter called the Oblige, on behalf of and for the benefit for all townships, counties, and other governmental entities whose properties are crossed by the natural gas pipeline facilities described in Stipulation HP09-002, in the sum of **One Million Three Hundred Thousand And No/100 Dollars (\$1,300,000.00)** lawful money of the United States of America, for the payment of which sum we bind ourselves and our successors, heirs, administrators or personal representatives as the case may be.

**WHEREAS**, Principal has applied or will apply to the Oblige for a permit, permits, or permission to do work within the Right-of-Way of townships, counties, and other governmental entities whose properties are crossed by the natural gas pipeline facilities described in Stipulation HP09-002,

**WHEREAS**, South Dakota Codified Law 49-41B-38 requires any person performing any construction or survey work to furnish an indemnity bond in a reasonable amount that runs in favor of, and for the benefit of, such townships, counties, or other governmental entities whose property is crossed by a transmission facility insuring that any damage beyond normal wear to public roads, highways, bridges, or other related facilities shall be adequately compensated,

NOW, THEREFORE, if the said Principal shall restore all pre-existing roads and lanes used during the construction of the transmission facilities to at least their pre-construction condition as described in accordance with Stipulation EL09-015 then this obligation is null and void, otherwise to remain in full force and effect.

This obligation may be canceled by the Surety by its giving thirty (30) days written notice to the Principal and Oblige. Regardless of the length of time that this bond remains in force, in no event shall the Surety's obligation exceed the sum listed above.

Dated at Minneapolis, Minnesota, this 3<sup>rd</sup> day of June, 2010,

PRINCIPAL

SURETY

Basin Electric Power Cooperative

Principal

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

Travelers Casualty and Surety Company of America

Surety

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

Ann Higgins, Attorney In Fact



This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 3rd day of June, 20 10.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

  
Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



POWER OF ATTORNEY

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

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

Attorney-In Fact No. 220471

Certificate No. 002896027

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

Charyl Cherryhomes, Michele Grogan, Ann Higgins, and Robin Rutlin

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 25th day of September, 2008

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

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



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 25th day of September, 2008, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



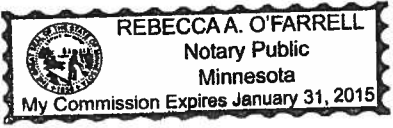
[Signature]
Marie C. Tetreault, Notary Public

ACKNOWLEDGMENT BY SURETY

STATE OF Minnesota }  
County of Hennepin } ss.

On this 3rd day of June, 2010, before me personally  
appeared Ann Higgins, known to, me to be the Attorney-in-Fact of  
Travelers Casualty and Surety Company of America, the corporation  
that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and  
year in this certificate first above written.



Rebecca O'Farrell  
Notary Public in the State of Minnesota  
County of Hennepin

## Appendix J: Access Road List and Description of Reclamation Methods

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## Summary of Private and new Access Road Disturbances for Placement of Natural Gas Pipeline

Section	Tier/Range	Location*	Township	Access Road Type	Description	Reclamation Method
30	T113N, R47W	484 <sup>th</sup> Avenue	Scandinavia	Permanent	Install new	N/A
30	T113N, R47W	484 <sup>th</sup> Avenue	Scandinavia	Permanent	Widen existing Approach	N/A
30	T113N, R47W	484 <sup>th</sup> Avenue	Scandinavia	Permanent	Install new	N/A
31	T113N, R47W	484 <sup>th</sup> Avenue	Scandinavia	Permanent	Install new	N/A
31	T113N, R47W	484 <sup>th</sup> Avenue	Scandinavia	Permanent	Cross Private Drive	N/A
31	T113N, R47W	484 <sup>th</sup> Avenue	Scandinavia	Permanent	Widen existing approach	N/A
31	T113N, R47 W	484 <sup>th</sup> Ave	Scandinavia	Gravel	Cross Private Drive	Horizontal Directionally Drill or reestablish contour, gravel and re-vegetate sides slopes
6	T112N, R47W	196 <sup>th</sup> Street	Lake Hendricks	Permanent	Widen existing Approach	N/A
6	T112N, R47W	SE ¼ Section	Lake Hendricks	Permanent	Use existing creek crossing	N/A
6	T112N, R47W	485 <sup>th</sup> Avenue	Lake Hendricks	Temporary or Permanent	Install new	If temporary, reestablish contours and re-vegetate
5	T T112N, R47W	485 <sup>th</sup> Avenue	Lake Hendricks	Temporary or Permanent	Install new	If temporary, re-establish contours and re-vegetate
8	T112N, R47W	197	Lake Hendricks	Temporary	Install new	Re-establish contours and re-vegetate
8	T112N, R47W	485 <sup>th</sup> Avenue	Lake Hendricks	Permanent	Install new	N/A
7	T112N, R47W	485 <sup>th</sup> Avenue	Lake Hendricks	Permanent	Widen existing Approach	N/A
7	T112N, R47W	485 <sup>th</sup> Avenue	Lake Hendricks	Permanent	Widen existing Approach	N/A

## Summary of Private and new Access Road Disturbances for Placement of Natural Gas Pipeline

Section	Tier/Range	Location*	Township	Access Road Type	Description	Reclamation Method
7	T112N, R47W	485 <sup>th</sup> Avenue	Lake Hendricks	Gravel	Cross Private Drive	N/A
7&18	T112N, R47W	485 <sup>th</sup> Avenue	Lake Hendricks	Permanent	Widen existing Approach	N/A
18	T112N, R47W	485 <sup>th</sup> Avenue	Lake Hendricks	Permanent	Widen existing Approach	N/A
18	T112N, R47W	485 <sup>th</sup> Avenue	Lake Hendricks	Gravel	Cross Private Drive	N/A
18	T112N, R47W	485 <sup>th</sup> Avenue	Lake Hendricks	Gravel	Cross Private Drive	N/A
18	T112N, R47W	485 <sup>th</sup> Avenue	Lake Hendricks	Permanent	Install new permanent approach	N/A
18	T112N, R47W	199 <sup>th</sup> Street	Lake Hendricks	Permanent	Install new	N/A
19	T112N, R47W	199 <sup>th</sup> Street	Lake Hendricks	Permanent	Install new	N/A
19	T112N, R47W	485 <sup>th</sup> Avenue	Lake Hendricks	Gravel	Cross Private Drive	N/A
19	T112N, R47W	485 <sup>th</sup> Avenue	Lake Hendricks	Permanent	Widen existing Approach	N/A
20	T112N, R47W	485 <sup>th</sup> Avenue	Lake Hendricks	Permanent	Widen existing Approach	N/A
20 & 29	T112N, R47W	485 <sup>th</sup> Avenue	Lake Hendricks	Permanent	Widen existing Approach	N/A
29	T112N, R47W	485 <sup>th</sup> Avenue	Lake Hendricks	Temporary or Permanent	Install new	N/A
29	T112N, R47W	485 <sup>th</sup> Avenue	Lake Hendricks	Grassed Trail	Cross Private Drive	Reestablish contour and re-vegetate
32	T112N, R47W	485 <sup>th</sup> Avenue	Lake Hendricks	Permanent	Widen existing Approach	N/A
32	T112N, R47W	485 <sup>th</sup> Avenue	Lake Hendricks	Permanent	Install New	N/A
6	T111N, R47W	485 <sup>th</sup> Avenue	Lake Hendricks	Permanent	Install new	N/A

## Summary of Private and new Access Road Disturbances for Placement of Natural Gas Pipeline

Section	Tier/Range	Location*	Township	Access Road Type	Description	Reclamation Method
6	T111N, R47W	485 <sup>th</sup> Avenue	Lake Hendricks	Gravel	Cross Private Drive	Reestablish contour, gravel and re-vegetate sides slopes
6	T111N, R47W	485 <sup>th</sup> Avenue	Lake Hendricks	Permanent	Install new	N/A
7	T111N, R47W	Highway 30	Lake Hendricks	Private Road	Existing	N/A
7	T111N, R47W	204 <sup>th</sup> St	Lake Hendricks	Temporary or Permanent	Install new	If temporary, re-establish contours and re-vegetate
18	T111N, R47W	204 <sup>th</sup> St	Lake Hendricks	Temporary	Install new	Re-establish contours and re-vegetate
18	T111N, R47W	204 <sup>th</sup> St	Lake Hendricks	Permanent	Widen Existing Approach	N/A
18	T111N, R47W	204 <sup>th</sup> St	Lake Hendricks	Permanent	Use Existing Approach	N/A
18	T111N, R47W	484 <sup>th</sup> Ave	Lake Hendricks	Temporary	Install new	Re-establish contours and re-vegetate
13	T111N, R48W	484 <sup>th</sup> Ave	Sherman	Permanent	Widen existing Approach	N/A
13	T111N, R48W	205 <sup>th</sup> St	Sherman	Temporary	Install new	Re-establish contours and re-vegetate
24	T111N, R48W	205 <sup>th</sup> St	Sherman	Temporary	Install new	Re-establish contours and re-vegetate
24	T111N, R48W	484 <sup>th</sup> Ave	Sherman	Permanent	Use Existing Approach	N/A
24	T111N, R48W	484 <sup>th</sup> Ave	Sherman	Grassed Trail	Use Existing Approach	Reestablish contour and re-vegetate