

District Court, Holt County, Nebraska

**Byron Terry “Stix” Steskal and Diana Steskal,
Allpress Brothers, LLC,
Germaine G. Berry,
Karen G. Berry,
Cheri G. Blocher and Michael J. Blocher,
L.A. Breiner and Sandra K. Breiner,
Jerry Carpenter and Charlayne Carpenter,
CHP 4 Farms, LLC,
Larry D. Cleary and Wynona D. Cleary,
Cottonwood Ridge, LLC,
Jeanne Crumly and Ronald C. Crumly,
Ken Dittrich,
Lloyd Z. Hipke and Vencille M. Hipke.
R. Wynn Hipke and Jill Hipke,
Richard Kilmurry,
Rosemary Kilmurry,
Beverly Krutz and Robert Krutz,
LJM Farm, LLC,
Carol Manganaro,
Frankie Maughan and Sandra Maughan,
Beverly Miller and Earl Miller,
Edna Miller and Glen Miller,
Milliron Ranch, LLC,
Larry D. Mudloff, J.D. Mudloff, and Lori Mudloff,
Nicholas Family Limited Partnership,
Ann A. Pongratz and Richard J. Pongratz,
Donald Rech,
Schultz Brothers Farms, Inc.,
Connie Smith and Verdon Smith,
Joshua R. Stelling,
Richard Stelling and Darlene Stelling,
Todd Stelling and Lisa Stelling,
Arthur R Tanderup & Helen J. Tanderup,
TMAG Ranch, LLC,
Tree Corners Farm, LLC,
Dave Troester and Sharyn Troester,
Judy M Wagner n/k/a Judy M. Wagner-Olson,
Gregory Walmer and Joanne Walmer,**

No. CI 15-6

Judge: Mark D. Kozisek

**Plaintiffs’ Motion
Temporary Injunction**

Notice of Hearing

**and
Susan “Suz” Straka Heyden**

Plaintiffs,

**v.
TransCanada Keystone Pipeline, LP, and
Andrew Craig,**

Defendants.

1. Pursuant to *Neb Rev Stat* §§ 25-1062 *et seq.*, Plaintiffs respectfully request the Court issue a temporary injunction to enjoin the following acts, the commission or continuance of which during this litigation would produce great, or irreparable, injury to the Plaintiffs. Defendant TransCanada threatens to commit these acts and is in the process of doing so. Plaintiffs have no adequate remedy at law and require injunctive relief. They face the grave threat of irreparable injury as TransCanada threatens to take interests entitled to their real estate, and deprive them of ownership perpetually. TransCanada he is a private, for-profit company. Plaintiffs contend it does not have the power of eminent domain because the legal authority upon which it relies for the power is unconstitutional and void as alleged in the First Amended, Complaint.

2. All allegations of the First Amended Complaint are incorporated here. The actions to be enjoined are those identified in Plaintiffs’ Amended Complaint which is incorporated hereby reference, and as specified below.

3. Injunctive relief is sought because Plaintiffs contend that the statute and gubernatorial authority, upon which Defendant relies to act as a condemning authority and engage in acts of eminent domain against Plaintiffs, are unconstitutional and void. A temporary restraining order is also requested and is required if this Motion for Temporary Injunction cannot be heard prior to the first of the scheduled eminent domain proceedings involving the convening of referees in the County Courts and proceedings identified in the Amended Complaint. Such relief is necessary until trial to protect the status quo until substantial questions of law have been decided. If such relief is not granted, the status quo will change, irreparable injury will have been committed against Plaintiffs, and they

will be without an adequate remedy at law. These are the acts the Plaintiffs request the Court enjoin:

- 3.1. Any and all actions or proceedings in County Courts in the counties in which the eminent domain proceedings initiated by TransCanada for the purpose of condemning interests in real estate for its Keystone XL pipeline project under the purported authority of LB 1161 laws of Nebraska 2012 and actions of the Gov. of Nebraska thereunder taken January 22, 2013. These Counties include, at least Keya Paha, Boyd, Holt and Antelope Counties, Nebraska. The specific legal proceedings to be enjoined by orders directing each County Court not to proceed in each case are those cases identified in Plaintiffs' incorporated Amended Complaint.
- 3.2. Any and all actions, filings, or other conduct of TransCanada Keystone XL Pipeline LLP or its officers, directors, agents, employees, attorneys, or others undertaken for the purpose or with the effect of advancing, or in any manner furthering, the eminent domain proceedings, or the taking of real estate from plaintiffs by TransCanada in the actions described in the First Amended Complaint and in paragraph 3.1 of this Motion.
- 3.3. Entry upon any of the real estate described in eminent domain proceedings to be enjoined by defendants or their agents, representatives, attorneys, or others acting on their behalf.
- 3.4. Contact or communication by TransCanada personnel with any Plaintiff, or any person acting on behalf of any Plaintiff, without prior notification to Plaintiffs' lawyer and consent of any or each Plaintiff, expressed by or through each Plaintiffs' lawyers.
- 3.5. Any action by the County Court, the appointed appraisers, or TransCanada, as the purported condemning authority, to advance or move forward in any way, with any aspects of the condemnation proceedings in any of the cases described in the Affidavits offered in support of this Motion for Temporary Injunction.

3.6. Any action by the County Court, the appointed appraisers, or TransCanada as the purported condemning authority, to advance or move forward in any way, with any aspects of the condemnation proceedings in any of the cases described in the Amended Complaint and Affidavits to be offered in support of this Motion, or in any legal proceeding initiated by Defendant TransCanada in Nebraska for the purpose of acquiring real estate through condemnation for eminent domain in reliance on LB 1161, *Laws of Nebraska 2012*, now codified in part at *Neb Rev Stat §§ 57-11-1 et seq* and *Neb Rev Stat § 57-1503* and/or the January 22, 2013 action of the Governor of Nebraska, including the letter of the Governor of Nebraska to the President of the United States, a copy of appears in the Affidavits offered in support of this Motion. The specific legal actions be enjoined are identified in the affidavit of Brian E. Jorde.

Rationale for Temporary Injunction

4. Plaintiffs seek the Temporary Injunction for all reasons set forth in their First Amended Complaint. It is necessary that a Temporary Injunction be issued and enforced during the pendency of this case for these reasons:

- 4.1. TransCanada Keystone Pipeline LP, a privately-owned company, has initiated eminent domain proceedings in County Court against all or nearly all Plaintiffs as identified in the Amended Complaint, alleging that it has a right, under LB 1161, *Laws of Nebraska 2012*, now codified at *Neb Rev Stat §§ 57-1401 through 57-1413*, and by action of the governor of Nebraska, pursuant thereto taken January 22, 2013, to exercise the power of eminent domain. It has filed proceedings in County Court against all Plaintiffs identified as the target of such proceedings in the Amended Complaint.
- 4.2. If the eminent domain proceedings are not restrained and enjoined, duly appointed appraisers will be sworn, meet, confer, inspect property, issue a return, and cause title to fee simple interests to pass

from Plaintiffs to TransCanada, giving TransCanada permanent easements across Plaintiffs' properties. Plaintiffs have no remedy at law. The threat against them is real, grave, substantial, and irreparable.

- 4.3. There is a high probability Plaintiffs will prevail on the merits of the claims asserted in their Amended Complaint. They contend LB 1161, and the action of the Nebraska Governor pursuant thereto, are unconstitutional and void. In *Thompson v. Heineman*, 289 Neb 798 (2015), four (4) Justices of the Nebraska Supreme Court expressed their unanimous opinions that the statute and gubernatorial act are unconstitutional and void. Three (3) Justices of the Court refused to vote on the question of constitutionality. They withheld their votes because of an issue of standing for the Plaintiffs in that case. Before the Supreme Court ruled, the District Court of Lancaster County, Nebraska in *Thompson v. Heineman*, Case No. CI 12-2060, also declared the statute and gubernatorial actions unconstitutional and void. Plaintiffs' claims of unconstitutionality have merit. There is a substantial likelihood they will prevail on the merits of this claim. This is demonstrated by the judicial expression in *Thompson v. Heineman, supra*.

5. Where a Restraining Order and Temporary Injunction are necessary to prevent violations of the law, other considerations are relatively insignificant. Here, other considerations are these:

- 5.1. Plaintiffs will be irreparably harmed by the loss of a title interest in their real estate, permanently.
- 5.2. Defendant will not be harmed by a Temporary Restraining Order or a Temporary Injunction. Defendant's project cannot be built because a Presidential Permit to build the TransCanada Keystone XL Pipeline across the Canadian-US border has not been granted, and

because Defendant lacks a permit to build the Keystone XL crude oil pipeline, or use it as a pipeline in the State of South Dakota.

- 5.3. The public's interest will be served by an Injunction. The status quo must be preserved to permit due process of law to occur and the substantial constitutional issues raised by Plaintiffs to be adjudicated. The three (3) Justices of the Nebraska Supreme Court who declined to express their opinions on constitutional issues in *Thompson v. Heineman, supra*, made it clear they believe they must do so when, after condemnation occurs, Plaintiffs take actions to present issues to the judiciary for determination. Those three (3) Justices could have cast votes expressing their opinions that LB 1161 is constitutional and valid and that the Governor's action was lawful and valid. Their minority opinion would have sustained the validity of LB 1161 and the Governor's action because of Nebraska's constitutional requirement that five (5) Justices of the Supreme Court agree that a law is unconstitutional in order to declare its invalidity.

Sec. 25-1064(3)(b) Certification

6. I, David A. Domina, NSBA #11043, a Nebraska lawyer, and counsel for the Plaintiffs in the foregoing proceeding, hereby certify to this Court in writing, that on February 4, 2015, I gave written notice to TransCanada Keystone Pipeline LP of this Motion for a Temporary Injunction and the fact that a hearing would be held on this Motion on February 12, 2015, at 10:00 a.m. at the Holt County District Courtroom in the Courthouse at O'Neill, Nebraska. I gave notice to Defendant's attorneys who are identified as their counsel in the eminent domain proceedings sought to be enjoined by this Motion.

7. Notice of this Motion was served upon TransCanada's counsel of record in the eminent proceedings by email at these addresses, which addresses are commonly used in communication with the Defendant's lawyers in the course of the practice of law in

connection with matters involving TransCanada Keystone Pipeline LP, and in other litigation in which Plaintiffs' counsel has had the professional privilege of working across the table and in an adversarial professional relationship to TransCanada's counsel:

James G. Powers, #17780 and Patrick D. Pepper, #23228
McGrath North Mullin & Kratz, PC LLO
First National Tower, Suite 3700
1601 Dodge Street
Omaha, NE 68102
jpowers@mcgrathnorth.com
ppepper@mcgrathnorth.com

8. I served by email the Motion for Temporary Injunction and the Affidavits of Plaintiffs identified below as indicated below on the same lawyers in the same manner as described above.

Notice of Use of Affidavit Evidence

9. Notice is given by Plaintiffs that at the hearing on the Motion for Temporary Injunction, Plaintiffs shall offer Affidavits from:

- 9.1. Landowner Bryon Terry "Stix" Steskal, served with this filing.
- 9.2. Landowner Richard E. Stelling, served with this filing.
- 9.3. Brian E Jorde, Lawyer, served with this filing.
- 9.4. James Murphy, Lawyer, served with this filing.
- 9.5. Paul Blackburn, Lawyer, served with this filing.
- 9.6. Each and all Plaintiffs, except where two (2) or more persons named as Plaintiffs are co-owners of a single parcel of real estate, in which event only one (1) co-owner's Affidavit shall be offered. These Affidavits shall be substantially identical to those identified at ¶¶ 9.1 & 9.2 above, except for names, legal descriptions, and names of counties in which the real estate is located and where eminent domain proceedings have been initiated and attached County Court filings affecting each affiant. These are not served with this filing because they are voluminous.

- 9.7. The Opinion of the Nebraska Supreme Court in *Thompson v Heineman*, 289 Neb 798 (2015). Judicial notice of this Opinion will be requested.
- 9.8. Judicial notice of LB 1161, Laws of Nebraska, and its current codification will also be requested.

Notice of Hearing

Notice is hereby given that a hearing shall be held on this Motion and Application for Temporary Injunction before the Hon. Mark D. Kozisek, District Judge, at the Holt County Courthouse, O'Neill, Nebraska, on February 12, 2015, at 10:00 am.

A verbatim transcript of the record will be made.

Affidavit evidence shall be offered in support of this Motion.

Attachments:

Affidavit of Byron Terry Steskal
Affidavit of Richard E. Stelling
Affidavit of Brian E Jorde, Attorney
Affidavit James Murphy, Attorney
Affidavit of Paul Blackburn, Attorney

Byron Terry Steskal, et al, Plaintiffs



By _____

David A Domina # 11043
Brian E Jorde # 23613
Domina Law Group pc llo
2425 S 144th St.
Omaha NE 19144-3267
402-493-4100
ddomina@dominalaw.com

Plaintiffs' Lawyers

Certificate of Service

On February 4, 2015, a copy of Plaintiffs' **Motion for Temporary Restraining Order** was served in the manner described below to:

TransCanada Keystone Pipeline, LP Registered Agent: CT Corporation System 5601 South 59 th Street Lincoln, NE 68156	Andrew Craig Manager- Land, Keystone Projects TransCanada Pipelines, USA 13710 FNB Parkway Omaha, NE 68154
U S First Class Mail	U S First Class Mail
James Powers, Esq. jpowers@mcgrathnorth.com McGrath North Mullin & Kratz, PC LLO First National Tower #3700 1601 Dodge St. Omaha NE 68102 Counsel of Record for Defendants And Counsel in all Eminent Domain Proceedings Sought to be Enjoined.	

David A Domina #11043

District Court, Holt County, Nebraska

Byron Terry “Stix” Steskal, et al.

Plaintiffs,

v.

**TransCanada Keystone Pipeline, LP, and
Andrew Craig,**

Defendants.

No. CI 15-6

Judge: Mark D. Kozisek

Affidavit of Byron Terry “Stix” Steskal

State of Nebraska)
)ss.
Holt County)

Byron Terry “Stix” Steskal being first duly sworn, states under oath:

1. My name is Byron Terry “Stix” Steskal. I am more than 30 years of age and I have personal knowledge of all facts recited in this Affidavit. I suffer from no legal disability and I am competent to testify about these facts. I am married to Diana Steskal.
2. I am the owner of title to real property (the “Property”) currently subject to a Condemnation Petition filed by Defendant TransCanada Keystone Pipeline, LP (“TransCanada”). The Property is located in Holt County Nebraska and described as:
 - a. N/2 & SE/4 Section 29, Township 31, Range 13
3. I have personal knowledge that the Exhibits attached to and incorporated in this Affidavit are genuine copies of the original documents they describe.
4. **Exhibits “A” and “B”** to this Affidavit are summarized here:
 - a. **Exhibit “A”** – is a true and accurate copy of the Defendant TransCanada’s Condemnation Petition complete with exhibits, as filed by Defendants, in County Court on or about January 20, 2015. Defendants attached to the County Court Condemnation Petition the following, all incorporated within Exhibit “A” attached hereto:
 - i. Map of the Easement Area across the property
 - ii. Detailed Sketch of Easement Area
 - iii. Affidavit of Defendant Andrew Craig

- iv. A December 2014 Letter from Defendants stating they must initiate eminent domain proceedings by mid-January 2015.
 - v. Defendants' Landowner Offer Summary & Computation of Damages Form
 - vi. Defendants' Advance Release of Damages Claims & Indemnity Agreement
 - vii. Defendants' Proposed Easement and Right-Of-Way Agreement
 - viii. Defendants' Landowner/Tenant Construction Restrictions Binding Agreement
 - ix. An Aerial Map of the Property and surrounding properties
 - x. Disclosure of Brokerage of Relationships in Real Estate Transactions
 - xi. Blank Form W-9
 - xii. January 22, 2013 Letter of Former Gov. Heineman to President Obama and Secretary Clinton invoking Neb. Rev. Stat. 57-1503(4) and 57-1503(1), as amended and modified by LB 1161, approving Defendant TransCanada's proposed route in Nebraska.
- b. **Exhibit "B"** – is a true and accurate copy of a printout from Defendant TransCanada's Website detailing its statements and representations including:
- i. KXL Pipeline project description
 - ii. Oil Sands description
 - iii. Benzene and Chemical descriptions
 - iv. Pipeline Easements
 - v. A short Bio of Defendant Andrew Craig
 - vi. TransCanada's Statement on Nebraska Easements Court Filing

5. In mid-December 2014, as shown and included within Exhibit "A" attached, I received official notice of proposed eminent domain proceedings in the form of a letter from Defendant Andrew Craig on TransCanada letterhead. The notice included all of the items found in Exhibit "A" attached except for the January 20, 2015 County Court Condemnation Petition itself.

6. Mr. Craig's letter threatened to take a portion of the Property and the proposed Easement And Right-Of-Way Agreement he included would include taking a "perpetual permanent easement and right-of-way" not less than fifty (50) feet in width "for the

transportation of crude petroleum, oil, petroleum by-products, on under, across and/or through” the Property. The taking would also include a portion or portions of the Property for temporary construction easements.

7. The proposed permanent easement also allows TransCanada to abandon its pipeline in place under the Property forever. If the taking of any permanent easement were to occur, the rightful owners of the Property will be permanently deprived of that ownership of the rights and title taken, and the remainder Property will be forever and irreparably severed and affected by the easement taking.

8. The Property in question is unique. It cannot be replaced. Once any part of the Property’s title is taken through condemnation or otherwise, a portion of ownership will be permanently lost and cannot be replaced. There is no remedy for the loss of any portion of the Property once it is taken.

9. The injury to the Property is certain and great, it is actual and not merely theoretical, and cannot be repaired with money. An injunction against TransCanada is the only remedy to prevent this irreparable harm from occurring.

10. I refused to accept TransCanada’s offer or demand and refused to grant an easement by the threatened deadline date of mid-January 2015 as stated in their letter.

11. On January 16, 2015, the lawsuit in which this Affidavit is given was filed. The initial lawsuit has since been amended to include additional Plaintiffs.

12. On or about January 20, 2015, TransCanada initiated proceedings in County Court where the Property is located to take a portion of the Property through the power of eminent domain. The TransCanada filings to take the property, which include the attachments to Mr. Craig’s December 2014 letter and notice mentioned above, are incorporated here and attached as **Exhibit “A”**. They are genuine copies of the originals filed in County Court.

13. In its Condemnation petition, TransCanada states “Keystone is authorized to exercise the power of eminent domain pursuant to Neb. Rev. Stat. § 57-1101 because it complied with Neb. Rev. Stat. § 57-1503, and received the approval the Governor of Nebraska for the route of the pipeline.” TransCanada incorporates by reference the Governor’s January 22, 2013 “approval” of their proposed route and further asserts this and only this as the basis for their purported eminent domain powers.

14. The condemnation taking proceeding initiated by TransCanada are for the purpose of acquiring easements across Nebraska real estate including the Property. TransCanada plans to construct and operate a crude oil pipeline known as the Keystone XL (“KXL”) pipeline.

15. TransCanada’s statements on its own website, incorporated herein and attached as **Exhibit “B”**, disclose the pipeline will transport tar sands crude oil which originates as a result of surface mining activity in northern Alberta, and it will transport the unrefined material, by pipeline, to a refinery on the Gulf Coast in Texas. This summary of what TransCanada has said is taken from its website, www.kxlpipeline.com. **Exhibit “B”** consists of pages taken directly from TransCanada’s website as publically available on the worldwide web, accessed through a computer browser. These items were downloaded from Defendant’s website on January 29, 2015. The pages downloaded are genuine copies of the original and are the statements and declarations of TransCanada.

16. I carefully follow legal proceedings and news involving TransCanada and KXL in Nebraska. I know TransCanada does not presently possess a Presidential Permit which is necessary to construct its KXL pipeline from Alberta Canada across the United States northern border. TransCanada has not commenced construction of its KXL pipeline in Nebraska.

17. As shown in the January 22, 2013 letter of Former Gov. Heineman to President Obama and Secretary Clinton invoking Neb. Rev. Stat. 57-1503(4) and 57-1503(1), as amended and modified by LB 1161, Gov. Heineman officially approved Defendant TransCanada’s proposed KXL route within and through Nebraska. This letter is included within attached **Exhibit “A”**.

18. Gov. Heineman’s January 22, 2013 approval of the KXL route in Nebraska directly affects the Property as it transferred eminent domain powers to TransCanada which they are now exercising against the Property.

19. The party for which I act holding title to the Property is a Nebraska taxpayer. I oppose public expenditures of funds from Nebraska public sources to finance an environmental review for a privately owned, for-profit pipeline company permit applicant.

20. I cannot recall any event in Nebraska history in my lifetime that has commanded as much public interest, attention and time, or has had long term international interest and concern at the Keystone XL pipeline project. Since January 1, 2015 I know this matter has been a) mentioned by the President of the United States in the 2015 State of the Union Address; b) addressed and voted on in both houses of the United States Congress; c) presented to the

President for approval or veto; d) commented upon by the Prime Minister of Canada; and e) been a topic in environmental debate across the United States.

21. This KXL pipeline project is in the national news on television, radio and in the newspapers nearly every day. The KXL pipeline project has become controversial because of its perceived role in campaigns and campaign finance in U.S. elections of federal and state officials and its role in the debate about whether the project should be built or stopped for environmental and energy consumption reasons. This project was a topic in the 2012 Presidential Election and it has become more and more controversial and the subject of greater focus since then.

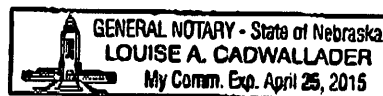
22. I oppose the condemnation of the Property by a for-profit company. I know of no benefit to the people of Nebraska from the pipeline. Nebraska produces very little oil and I am aware of no way to upload or download oil to or from the proposed KXL pipeline in Nebraska.

23. I also know that the price of gasoline, diesel fuel and crude oil are now at or near their lowest levels in many years. The supply of petroleum products is at an all-time high for many, many years. I have learned the United States is a net exporter of oil.

Sign: Byron Terry Stix Steskel
Print: Byron Terry Stix Steskel

Subscribed and sworn to before me on 4th of February, 2015 by
Louise A Cadwallader.

Louise A Cadwallader
Notary Public



IN THE COUNTY COURT OF HOLT COUNTY, NEBRASKA

TRANSCANADA KEYSTONE PIPELINE,)
LP,)

Petitioner/Condemner,)

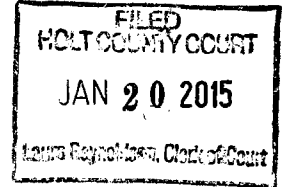
vs.)

BYRON TERRY STESKAL AND DIANA)
STESKAL, HUSBAND AND WIFE; THE)
TRI-COUNTY BANK; NIOBRARA)
VALLEY ELECTRIC MEMBERSHIP)
CORPORATION, AND JOHN DOE,)

Condemnee(s).)

CASE NO. CI 15-26

PETITION FOR CONDEMNATION



TransCanada Keystone Pipeline, LP (“Keystone”) as Petitioner and Condemner, states as follows:

1. Keystone is a Delaware limited partnership having its principal place of business in Houston, Texas. Keystone is registered to do business in Nebraska.
2. Keystone is a company formed and created, among other things, to transport or convey crude oil, petroleum, gases, or other products thereof in interstate commerce through and across the State of Nebraska within the meaning of Neb. Rev. Stat. § 57-1101.
3. Keystone is planning to construct a pipeline, which is classified as a major oil pipeline pursuant to Neb. Rev. Stat. § 57-1404(2), and a portion of the pipeline will cross through Nebraska in interstate commerce (the “Pipeline”).
4. In order for Keystone to transport and convey crude oil, petroleum, gases, or other products thereof in interstate commerce via the Pipeline, it is necessary to acquire a right-of-way and certain other property interests to lay, relay, operate and maintain the Pipeline and the plant

Case
Exhibit
A



and equipment reasonably necessary to operate the Pipeline, and Keystone seeks only the amount of property that is reasonably necessary for those purposes.

5. Keystone is authorized to exercise the power of eminent domain pursuant to Neb. Rev. Stat. § 57-1101 because it complied with Neb. Rev. Stat. § 57-1503, and received the approval of the Governor of Nebraska for the route of the pipeline. The approved route for the Pipeline begins at the Nebraska – South Dakota border in Keya Paha County and ends in Jefferson County, Nebraska.

6. Byron Terry Steskal and Diana Steskal, husband and wife, are the owners of real estate over which the Pipeline will cross.

7. The Tri-County Bank may claim an interest in the Eminent Domain Property (as defined below) as a result of a deed of trust. Niobrara Valley Electric Membership corporation may claim an interest in the Eminent Domain Property as a result of an easement.

8. John Doe is any person unknown to Keystone who may claim a legitimate interest in the Eminent Domain Property.

9. In order to fulfill the public purpose of transporting and conveying crude oil in interstate commerce, Keystone requires the Permanent Easements and Temporary Construction Easements (collectively the “Eminent Domain Property”). The Eminent Domain Property is more particularly described in Exhibit “1” attached to the Petition, the terms and content of which are specifically incorporated into this Petition.

10. The Eminent Domain Property will be used to lay, relay, operate and maintain the Pipeline and the plant and equipment reasonably necessary to operate the Pipeline, specifically including surveying, laying, constructing, inspecting, maintaining, operating, repairing, replacing, altering, reconstructing, removing and abandoning one pipeline, together with all

fittings, cathodic protection equipment, pipeline markers and all other equipment and appurtenances thereto, for the transportation of oil, natural gas, hydrocarbon, petroleum products and all by-products thereof.

11. Keystone attempted in good faith to negotiate with the Condemnee to acquire the Eminent Domain Property but was not successful and, therefore, this condemnation proceeding is necessary. Evidence of the good-faith attempt to negotiate is attached hereto as Exhibit "2" which is a true and accurate copy of the affidavit of Andrew Craig with a true and accurate copy of the last offer and including the proposed Easement and Right of Way Agreement submitted to the Condemnee. Exhibit "2" including its attachments is incorporated into this Petition by this reference.

12. The attached Easement and Right of Way agreement specifies Keystone's rights and obligations in relation to the Eminent Domain Property. As the attached Easement and Right of Way Agreement indicates, Keystone will pay separately for damages to crops, roads, driveways, fences, and livestock caused by the construction or maintenance of the Pipeline.

13. At the conclusion of the construction of the Pipeline, Keystone will relinquish all rights in the Temporary Construction Easements, and Keystone's rights in the Eminent Domain Property shall be limited to the Permanent Easement.

14. Keystone selected the route to comply with the route approved and authorized pursuant to Neb. Rev. Stat. §§ 57-1101 and 57-1503. Attached as Exhibit 3, and incorporated herein by reference, is a true and accurate copy of the Governor's letter approving the route utilized in this proceeding.

15. Keystone is ready, willing and able to pay just compensation to the Condemnee(s).

WHEREFORE, Keystone prays for an order appointing a Board of Appraisers pursuant to Neb. Rev. Stat. § 76-706 and for an order directing the County Sheriff to summon the appraisers to convene at the office of the County Judge at the time specified in the summons for the purpose of qualifying as appraisers and thereafter to proceed to appraise the property sought to be condemned and to ascertain and determine the Condemnee's damages.

TRANSCANADA KEYSTONE PIPELINE,
LP, Petitioner/Condemner

By: 

James G. Powers (17786)

Patrick D. Pepper (23228)

McGrath North Mullin & Kratz, PC LLO

First National Tower, Suite 3700

1601 Dodge Street

Omaha, Nebraska 68102

(402) 341-3070

(402) 341-0216 fax

James G. Powers -

jpowers@mcgrathnorth.com

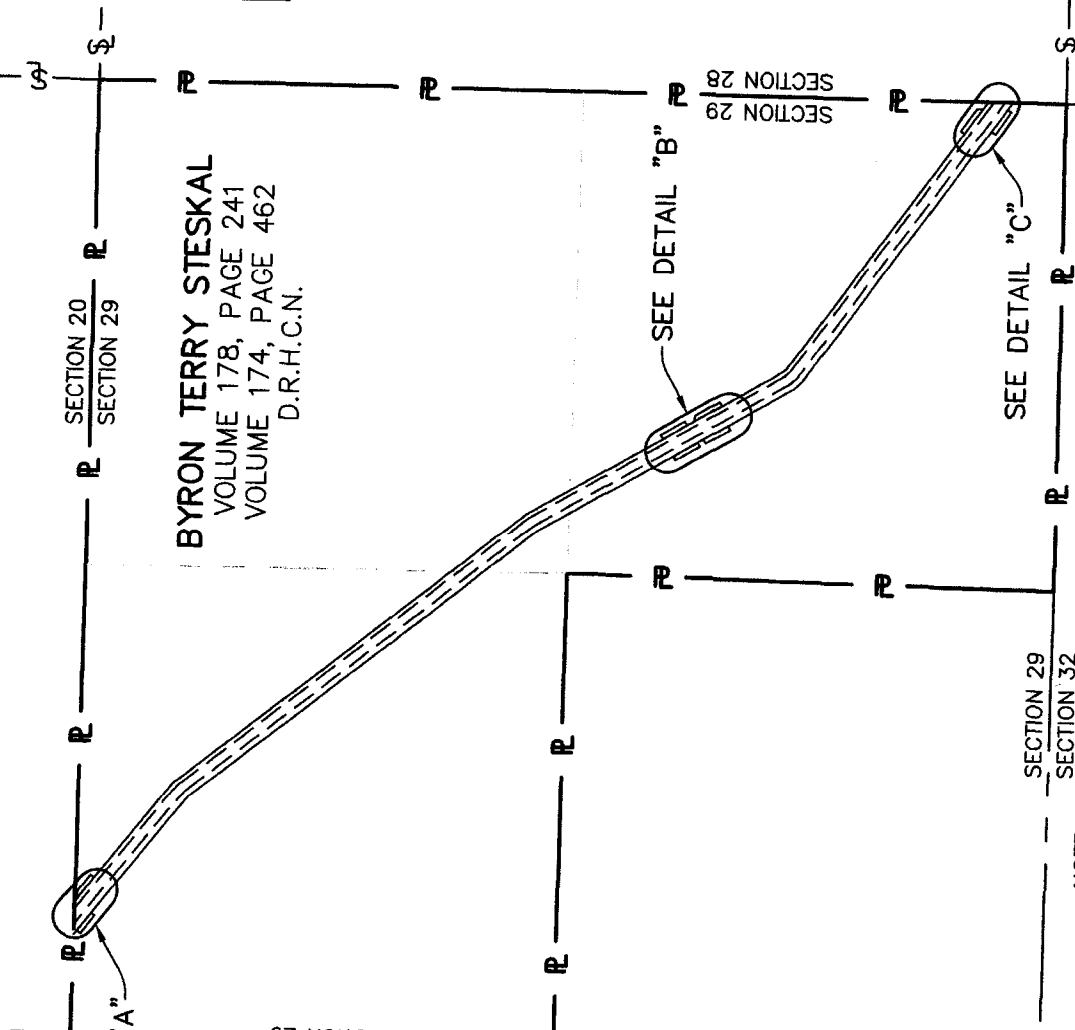
Patrick D. Pepper -

ppepper@mcgrathnorth.com

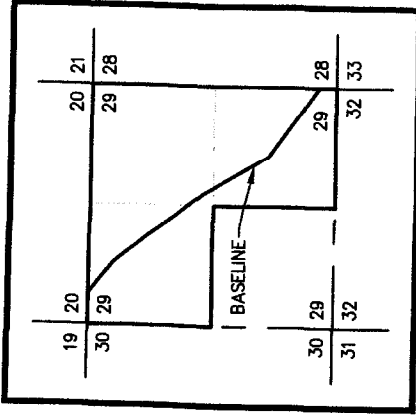
HOLT COUNTY, NEBRASKA

T-31-N, R-13-W, SECTION 29
ML-NE-HT-30215.000

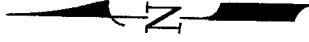
LEGEND
 P PROPERTY LINE
 S SECTION LINE
 § PROPOSED
 A.T.W.S. ADDITIONAL TEMPORARY WORKSPACE
 P.E.R.W. PERMANENT EASEMENT & RIGHT OF WAY
 D.R.H.C.N. DEED RECORDS OF HOLT COUNTY, NEBRASKA



BYRON TERRY STESKAL
 VOLUME 178, PAGE 241
 VOLUME 174, PAGE 462
 D.R.H.C.N.



VICINITY MAP
N.T.S.



TRACT LEGAL DESCRIPTION:
 N/2, SE/4 OF SECTION 29,
 T-31-N, R-13-W

NOTE:
 THIS SKETCH DOES NOT MEET THE MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS. IT WAS NOT DERIVED FROM AN ON THE GROUND SURVEY BUT IS INTENDED FOR RIGHT OF WAY PURPOSES ONLY. THE EXACT LOCATIONS AND MEASUREMENTS ARE APPROXIMATE AND MAY VARY, BUT THE WIDTH OF THE EASEMENT AREA TO BE ACQUIRED WILL NOT VARY.

TOTAL DISTANCE ACROSS PROPERTY: 6,783'±
 AREA OF PERMANENT EASEMENT: 7.8 ACRES
 AREA OF TEMPORARY WORKSPACE: 9.4 ACRES
 ADDITIONAL AREA OF TEMPORARY WORKSPACE: 0.7 ACRE



KEYSTONE XL PROJECT
EASEMENT AREA
ACROSS THE PROPERTY OF
BYRON TERRY STESKAL
ML-NE-HT-30215.000

PROJECT:	XL	EXHIBIT A
APPROVED BY:	SLR	DRAWING NUMBER
NO.		XL-08-ML-SK-3305
REVISION		DATE

SCALE	DATE	DRAWN BY	CHECKED BY
1" = 1000'	11/07/14	JN	ALS



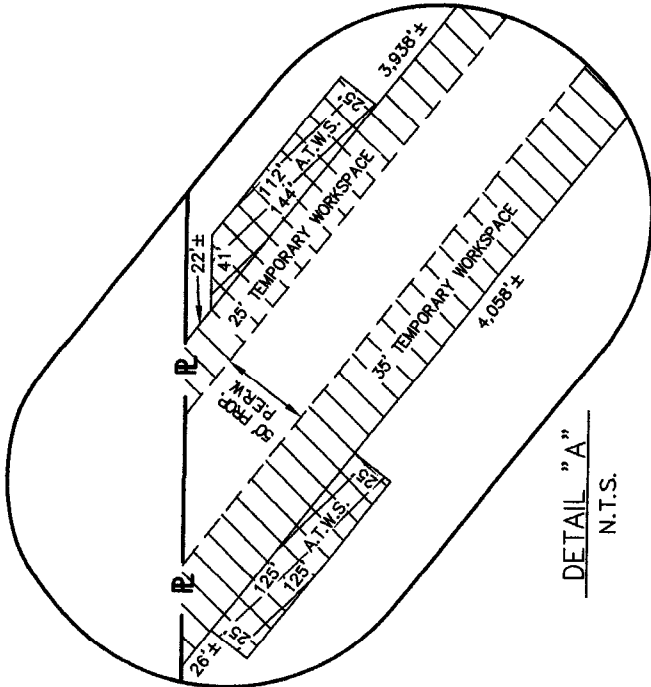
HOLT COUNTY, NEBRASKA

T-31-N, R-13-W, SECTION 29

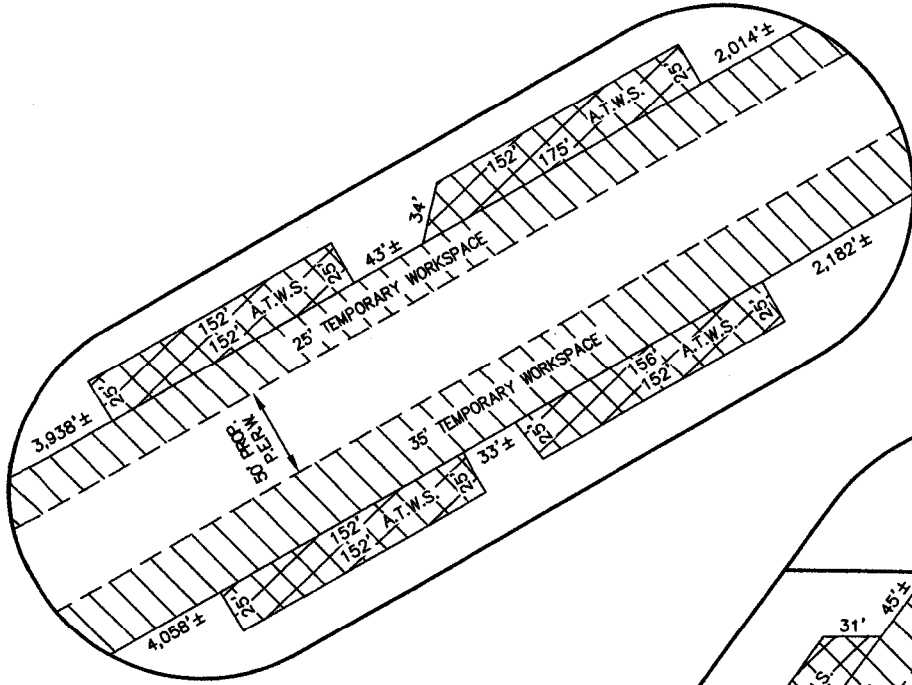
ML-NE-HT-30215.000

PROPERTY LINE
 PROPOSED
 ADDITIONAL TEMPORARY WORKSPACE
 PERMANENT EASEMENT & RIGHT OF WAY

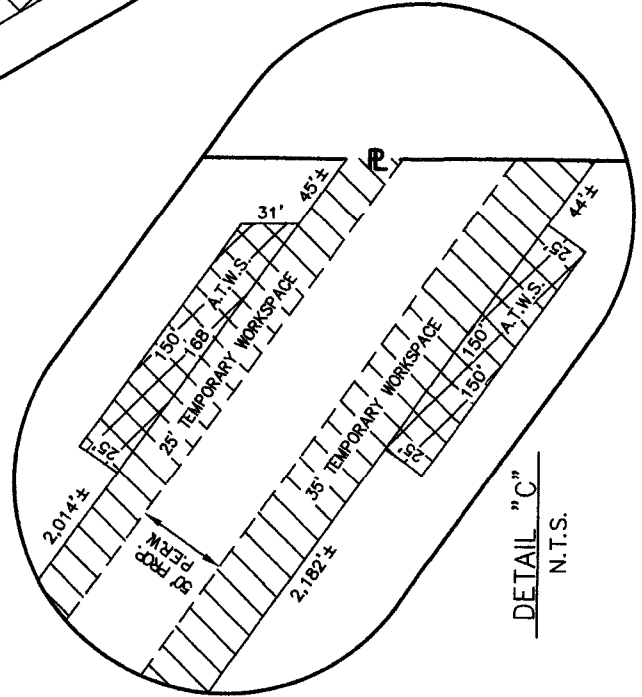
LEGEND
 P PROP.
 A.T.W.S.
 P.E.R.W.



DETAIL "A"
 N.T.S.



DETAIL "B"
 N.T.S.



DETAIL "C"
 N.T.S.

NOTE:
 THIS SKETCH DOES NOT MEET THE MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS. IT WAS NOT DERIVED FROM AN ON THE GROUND SURVEY BUT IS INTENDED FOR RIGHT OF WAY PURPOSES ONLY. THE EXACT LOCATIONS AND MEASUREMENTS ARE APPROXIMATE AND MAY VARY, BUT THE WIDTH OF THE EASEMENT AREA TO BE ACQUIRED WILL NOT VARY.



KEYSTONE XL PROJECT
 EASEMENT AREA
 ACROSS THE PROPERTY OF
 BYRON TERRY STESKAL
 ML-NE-HT-30215.000

PROJECT:	XL	EXHIBIT A
APPROVED BY:	SLR	DRAWING NUMBER
NO.	REVISION	DATE
SCALE	DATE	DRAWN BY
N.T.S.	11/07/14	JN
		ALS



AFFIDAVIT OF ANDREW CRAIG

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

1. My name is Andrew Craig. I am over the age of 18 and have personal knowledge of the matters set forth herein.

2. I am a Manager, Land for TransCanada Keystone Pipeline, LP (“Keystone”).

3. In my capacity of Manager, Land, I am familiar with the negotiations with landowners in Nebraska to acquire easements necessary to construct, lay, relay, operate and maintain the Keystone XL Pipeline crossing through Holt County, Nebraska.

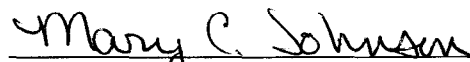
4. Representatives of Keystone attempted to negotiate with the landowners on multiple occasions to acquire the property interests. In addition, I provided Byron Terry Steskal and Diana Steskal, husband and wife, with a written offer to acquire the property interests. A true and accurate copy of the offer is attached hereto as Exhibit “A” and is incorporated by this reference.

5. I made this offer with the good faith belief that the amount offered meets or exceeds the value of the property taken and any resulting damages.

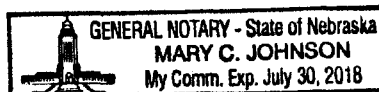


Andrew Craig

SUBSCRIBED in my presence and sworn to before me on this 19th day of January, 2015.



Notary Public





December 15, 2014

Terry Byron Steskal
c/o Domina Law Group
2425 South 144th Street
Omaha, Nebraska 68144

Andrew Craig
Manager – Land, Keystone Projects
TransCanada Pipelines, USA
13710 FNB Parkway
Omaha NE 68154

tel .402.492.7468
email andrew_craig@transcanada.com
web www.keystone-xl.com

RE: ML-NE-HT-30215.000

Dear Terry Byron Steskal:

TransCanada Keystone Pipeline, LP ("**Keystone**"), a subsidiary of TransCanada Corporation ("**TransCanada**"), is the owner and operator of the Keystone Pipeline System. Keystone is planning for construction of the portion of the Keystone Pipeline System that extends through Nebraska (the "**Project**"). In connection with the Project, Keystone will construct one pipeline, together with appurtenant facilities, over a route that was selected pursuant to Neb. Rev. Stat. § 57-1501 et seq.

Public records indicate that you are the owner of real estate along the route (the "**Property**"). In order to construct the pipeline along the above-referenced route, it is necessary to acquire easement rights from you, as the owner of the Property. Keystone representatives have previously been in contact with you in an effort to purchase these necessary permanent and temporary easement rights, and this letter is another attempt to come to an agreement to acquire those easement rights.

This letter is Keystone's offer to purchase the proposed permanent and temporary easements (the "**Easement Area**"), which are described and depicted in the enclosed Easement Agreement.

As consideration for granting these easements, we are offering you the total sum of \$76,856.90. This sum includes \$40,014.00 for the Easement Area, which is based on 100 percent of a fee value, despite the fact that the Easement Agreement grants us significantly fewer property rights than outright fee ownership. Additionally, the amount includes \$25,906.50 for the temporary Easement Area, which is a rental value based on 50 percent of the fee value, and \$10,936.40 for anticipated damages on the right-of-way during the construction year. Finally, we also will provide compensation for any actual damages that exceed the amount paid for anticipated damages, if any occur as the result of construction, including crop loss and any damages to fences, trees or other improvements.

If you choose to accept this offer, please either contact me at 402-492-7468 as soon as possible or sign the enclosed documents (before a notary public as indicated) and return to me in the enclosed envelope. If you elect to contact me, a member of the land team will arrange for the Owners' signature and Keystone's payment to the Owners. If this offer is not accepted prior to 5:00 p.m. on January 16, 2015, it will be deemed as your rejection of the offer.

Our strong preference is to reach voluntary agreement and we will continue these efforts regardless of the initiation of legal processes. We only utilize the statutory process of eminent domain as a last resort and we have waited as long as possible under the time period mandated in Nebraska law, however, we must initiate eminent domain proceedings by mid-January to acquire right-of-way for the above-referenced route if we have not come to an agreement before then.

Finally, there is currently pending in the Nebraska Supreme Court a legal challenge to the statute under which the above-referenced route has been approved. It is not known when the case will be resolved. If the Nebraska Supreme Court issues a decision that impacts the timing or other considerations outlined in this letter, we will contact you to inform you how the decision impacts this proposal.

EXHIBIT 2-A

A member of my land team will follow-up with you or your legal counsel. If you have not heard from us or if you have questions, you are welcome to contact me at 402.492.7468 or by e-mail at andrew_craig@transcanada.com.

Sincerely,

A handwritten signature in black ink, appearing to read 'Andrew Craig', with a long horizontal flourish extending to the right.

Andrew Craig
Manager – Land, Keystone Projects
TransCanada Pipelines, USA

Enclosures



**TRANSCANADA KEYSTONE PIPELINE, LP
LANDOWNER OFFER SUMMARY**

Tract#: ML-NE-HT-30215.000

Landowner Name: Byron Terry Steskal

PERMANENT EASEMENT AND TEMPORARY WORKSPACE

	LENGTH	WIDTH	ACREAGE	PRICE/ACRE	EASEMENT TOTAL
	6,783.00	50.00	7.80	\$5,130.00	\$40,014.00
	6,783.00	60.00	9.40	\$2,565.00	\$24,111.00
			0.70	\$2,565.00	\$1,795.50
TOTAL CONSIDERATION FOR PERMANENT AND TEMPORARY WORKSPACE ACREAGE					\$65,920.50

ACCELERATED ACQUISITION BONUS	FEET	DIVIDED BY	MILES	PRICE/MILE	TOTAL
	6,783.00	5,280	1.285	\$0.00	\$0.00

CROP DAMAGES

	ROW CROP TYPE	UNIT PRICE	YIELD	ACREAGE		TOTAL
1ST YR	Irrigated Corn	\$4.00	200	10.21	x100%	\$8,168.00
	FORAGE CROP TYPE	UNIT PRICE	YIELD	ACREAGE		TOTAL
1ST YR	Grassland	\$130.00	2.00	7.69	x100%	\$1,999.40
TOTAL RIGHT OF WAY CROP DAMAGES						\$10,167.40

TOTAL CONSIDERATION

\$76,087.90

LANDOWNER SIGNATURE:	DATE:
LAND AGENT SIGNATURE:	DATE:

**TRANSCANADA KEYSTONE PIPELINE, LP
ADVANCE COMPUTATION OF DAMAGES FORM
APPENDIX "A"**

Tract No.: ML-NE-HT-30215.000		Acres: 17.9	
Description: N/2 & SE/4 of Section 29 T-31-N R-13-W	County: Holt	State: Nebraska	
<u>OWNER'S NAME AND ADDRESS:</u> Byron Terry Steskal 707 East 2nd Street Stuart, NE 68780		<u>TENANT'S NAME AND ADDRESS:</u>	
COMPUTATION OF ADVANCE DAMAGES			
TENANCY BASIS:		TOTAL ACRES 17.9	
DESCRIPTION		ON R/W	
		OWNER	TENANT
ROW irrigated corn damages for construction year:		\$10,167.40	
REPORT OF SETTLEMENT			
OWNER:		TENANT:	
DATE:	CHECK NO.	DATE:	CHECK NO.
AMOUNT:	BY:	AMOUNT:	BY:
REMARKS:			
SIGNATURE:			DATE:
SIGNATURE:			DATE:

TRANSCANADA KEYSTONE PIPELINE, LP

ADVANCE RELEASE OF DAMAGE CLAIMS AND INDEMNITY AGREEMENT

Tract No. : ML-NE-HT-30215.000

I, Byron Terry Steskal, a single person, of Holt County, in the State of Nebraska, (hereinafter "Grantor") acknowledge receipt of:

Ten Thousand One Hundred Sixty Seven Dollars and Forty Cents (\$10,167.40), now paid to Grantor by TransCanada Keystone Pipeline, LP (hereinafter "Company"), in full payment and settlement, in advance, for all damages listed on the Advance Damages Computation Form attached hereto as Appendix A. In consideration of said advance payment, Grantor and Grantor's heirs, executors, administrators and assigns, do hereby release and forever discharge Company from any and all causes of action, suits, debts, claims, expenses, general damages, interest, costs and demands whatsoever, at law and in equity, against Company, which Grantor ever had, has now, or which Grantor's insurers, heirs, executors, administrators, successors or assigns hereafter can, shall or may have in the future, relating to all damage items listed on Appendix A, arising out of, in connection with, or resulting or alleged to have resulted from construction or surveying over, under or on the following lands (hereinafter collectively referred to as the "Lands"):

Situated in the County of Holt, State of Nebraska:

N/2 & SE/4

Section 29, Township 31, Range 13

Grantor understands and agrees that payment of such consideration is not deemed to be an admission of liability on the part of Company. Grantor agrees to accept said advance payment on behalf of Grantor and Grantor's tenants, if any, and to take full responsibility for compensating any and all of Grantor's tenants for any damage or loss that is owed to said tenants as a result of Company's use of any pipeline easement acquired by Company from Grantor on the Lands. Grantor will indemnify, defend, and hold Company and the Company's officers, agents, and employees harmless from any claim asserted by Grantor's tenants, tenants' successors-in-interest, or tenants' heirs for compensation, restitution, crop loss, consideration, or damage of any kind that Grantor's tenants may be lawfully entitled to as a result of Company's construction or surveying activity within any easement acquired by Company from Grantor on the Lands.

IN WITNESS WHEREOF, I have hereunto set our hands on this _____ day of

_____, 20____.

Owner Signature

Owner Signature

Owner/Owner Representative Name

Owner/Owner Representative Name

**Prepared by and after recording
please return to:**

TransCanada Keystone Pipeline, LP
1106 Benjamin Avenue, Suite 600
Norfolk, NE 68701

(Above Space for Recorder's Use Only)

Tract No.: ML-NE-HT-30215.000

**EASEMENT AND RIGHT-OF-WAY
AGREEMENT**

For and in consideration of the sum of Ten Dollars (\$10.00) paid in accordance with this Easement and Right-of-Way Agreement (this "**Agreement**"), the mutual promises of the parties herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged (collectively, the "**Consideration**") **Byron Terry Steskal, a single person**, whose mailing address is 707 E. 2nd Street, Stuart, NE 68780 (hereinafter called "**Grantor**") does hereby grant, sell, convey and warrant unto **TransCanada Keystone Pipeline, LP**, a limited partnership having its principal place of business at 13710 FNB Parkway, Suite 300, Omaha, Nebraska 68154, its successors and assigns (hereinafter called "**Grantee**"), a perpetual permanent easement and right-of-way (the "**Easement**") for the purposes of surveying, laying, constructing, inspecting, maintaining, operating, repairing, replacing, altering, reconstructing, removing and abandoning in place one (1) pipeline, not to exceed thirty-six inches (36") in nominal pipe diameter, together with all fittings, cathodic protection equipment, pipeline markers, and all other equipment and appurtenances thereto (it being expressly understood, however, that this Easement shall not give Grantee the right to construct or operate above-ground high voltage electrical transmission lines), for the transportation of crude petroleum, oil and petroleum by-products, on, under, across and/or

through a strip of land 50 feet in width, as more particularly described in Exhibit A, which is attached hereto and made a part hereof (the "**Easement Area**") located on real property situated in the County of Holt, State of Nebraska owned by Grantor and described as follows:

A tract of land containing 480 acres, more or less, situated in the County of Holt, in the State of Nebraska, being further described as the N1/2 and the SE1/4 of Section 29, Township 31 North, Range 13 West of the 6th P.M., as recorded in Book 178, Page 241 and Book 174, Page 462 in the Deed Records of Holt County, Nebraska; less and except any conveyances heretofore made.

(the "**Property**"). In addition, during the original construction of the pipeline (including, without limitation, Grantee's reclamation, mitigation and/or restoration activities), but in no event longer than twenty-four (24) months from the date Grantee commences actual pipeline installation activities on the Property (the "**Initial Construction Period**"), the easement and right-of-way granted hereunder shall also include the area described under the headings "Temporary Work Space," "Temporary Access Easement" and "Additional Temporary Work Space" and are more particularly described in Exhibit A hereto (the "**Temporary Work Space**"), provided, however, such time shall be extended for such period of time that Grantee is unable to exercise its rights hereunder due to force majeure. For purposes of this Agreement, "force majeure" shall mean any event beyond the reasonable control of Grantee, including, without limitation, weather, soil conditions, government approvals, and availability of labor and materials.

The aforesaid Easement is granted subject to the following terms, stipulations and conditions which are hereby covenanted and agreed to by Grantor. By acceptance of any of the benefits hereunder, Grantee shall be deemed to have agreed to be bound by the covenants applicable to Grantee hereunder.

1. The liabilities and responsibilities of the Grantor and Grantee for claims for damages and losses relating to the Easement, the Easement Area or Temporary Work Space are described in the paragraphs below:

A. Grantee will pay all commercially reasonable costs and expenses that result from the Grantee's, or anyone acting on the Grantee's behalf, use of the Easement Area or Temporary Work Space, including but not limited to damages caused by petroleum leaks and spills and damages to Grantor's crops, pastures, drainage systems, produce, water wells, livestock, bridges, lanes, improvements, equipment, fences, structures or timber, except to the extent the damages are caused by the negligence, recklessness, or willful misconduct of the Grantor or anyone acting on the Grantor's behalf. Notwithstanding the foregoing, Grantor acknowledges and agrees that Grantee has compensated Grantor, in advance, for the reasonably anticipated and foreseeable costs and expenses which may arise out of, are connected with, or relate in any way to Grantor's conveyance of the Easement and the proper installation, presence or operation of the pipeline upon the Property, including but not limited to, any and all tree, crop, plant, timber, harvest or yield loss damages, diminution in value of the Property, or any other reasonably foreseeable damages attributable to or arising from Grantee's proper execution of the initial construction, mitigation, and restoration activities within the Easement.

B. If claims or legal actions for damages arise from Grantee's, or anyone acting on the Grantee's behalf, use of this Easement, Grantee will be responsible for those claims or legal actions, and will defend, indemnify and hold the Grantor harmless in this regard, except to the extent that those claims or legal actions result from the negligence, recklessness, or willful misconduct of the Grantor or anyone acting on the Grantor's behalf.

C. If claims or legal actions arise from the Grantor's, or anyone acting on the Grantor's behalf, entry into, or use of the Easement Area or Temporary Work Space, Grantor will be responsible for those claims or legal actions, and will defend, indemnify and hold the Grantee harmless in this regard, except to the extent that those claims or legal actions result from the

negligence, recklessness, or willful misconduct of the Grantee or anyone acting on the Grantee's behalf.

2. Grantee shall have the right to remove all fences from the Easement Area and the Temporary Work Space, as required for purposes of construction or repairs of Grantee's pipeline, and Grantee shall repair all such fences promptly upon completion of construction or repairs on Grantor's Property to substantially the same condition as such fences were in prior to removal by Grantee. Grantee further shall have the right to install access gates in any fences which cross the Easement Area. Grantee and its designated contractors, employees and invitees hereby agree to keep all access gates closed at all times when not in use to prevent the cattle, horses and/or other livestock located on the Property from straying.

3. Provided its use of the Property does not in any manner interfere with or prevent the exercise by Grantee of its rights hereunder, or create an actual or potential hazard to the pipeline or its appurtenances, the undersigned Grantor, its successors, heirs or assigns, reserve all oil, gas and minerals on and under the Property and the right to farm, graze and otherwise fully use and enjoy the Property; provided, however, that Grantee shall have the right hereafter to cut, keep clear and remove all trees, brush, shrubbery, undergrowth, buildings, engineering works, structures and other obstructions or facilities, without additional compensation, in the Easement Area being conveyed that are deemed by Grantee to injure, endanger or interfere in any manner with the proper and efficient construction, operation, use, inspection, maintenance or repair of said pipeline, or fittings, cathodic protection equipment and other appurtenances thereto; and, provided, further, that Grantor shall not excavate or otherwise alter the ground elevation from such ground elevation that existed at the time construction is completed, construct any dam or otherwise create a water impoundment within or over the Easement Area without prior authorization of Grantee. Grantee shall have all privileges necessary or convenient for the full use of the rights herein granted, together with reasonable ingress and egress over and across that part of the Property located adjacent to the Easement Area and Temporary Work Space, provided, however, except in case of emergency, Grantee agrees that to the extent existing public roads, public rights-of-way, the Temporary Access Easements (if any) or other easements in favor of Grantee provide reasonable access to the Easement Area and Temporary Work Space, Grantee shall use such existing roads, rights-of-way, and easements for ingress and egress.

4. Grantor shall, upon thirty (30) days prior notice to Grantee, further have the right to construct, maintain, repair, and operate above ground fences, roads, streets, alleys, sidewalks, bridges, and drainage pipes across the Easement Area at an angle of not less than forty-five (45) degrees to the Grantee's pipeline; provided, however, Grantor shall exercise said rights in such a manner so that (i) the Grantee's pipeline or its appurtenances located within the Easement Area shall not be endangered, obstructed, injured or interfered with; (ii) Grantee's access to the Easement Area, the Grantee's pipeline and its other appurtenances located thereon are not interfered with; (iii) Grantee shall not be prevented from traveling within and along Easement Area on foot or in vehicle or machinery; (iv) Grantee's pipeline is left with the amount of cover originally installed to allow safe operation of the Grantee's pipeline; (v) the Grantee's pipeline is left with proper and sufficient and permanent lateral support; and (vi) Grantee's use of the Easement Area for the purposes set forth herein is not unreasonably impaired or interfered with.

5. During the Initial Construction Period, Grantee shall also provide suitable crossings on, over and across the Easement Area so as to afford Grantor reasonable access over and across and the Easement Area in accordance with Grantor's customary use of the Property.

6. Grantee shall dispose of all brush and debris, if any, cleared from the Easement Area by burning, chipping, and/or burying, which method of disposal shall be selected by Grantee in Grantee's sole discretion.

7. Grantee shall install the Grantee's pipeline to a minimum depth of forty-eight inches (48") below current grade level and any then existing drainage ditches, creeks and roads, except at those locations where rock is encountered, the pipeline may be installed with a minimum depth of twenty-four inches (24"). Such depth shall be measured from the top of the pipe to the surface of the ground.

8. In areas of cropland, Grantee agrees to cause the topsoil to be removed from the trench to a depth of twelve inches (12") or the topsoil depth, whichever is less, and return, as nearly as practicable, said topsoil to its original, pre-construction position relative to the subsoil.

9. Prior to the conclusion of the Initial Construction Period, Grantee shall grade and slope the Easement Area and Temporary Work Space in order to restore the same to its pre-construction grade to the extent reasonably possible and to the extent such grade does not interfere with the maintenance and/or safe operation of the Grantee's pipeline.

10. Grantee shall maintain the Easement Area (and the Temporary Work Space during the Initial Construction Period) by keeping it clear of all litter and trash during periods when Grantee and its employees, agents, or contractors are on the Property.

11. Notwithstanding anything herein to the contrary, except as otherwise required by applicable laws, regulations or industry standards, Grantee shall not install or maintain any permanent above-ground structures of any kind on or within the Easement Area other than pipeline markers (which markers may be required to be placed along the Easement Area by applicable Department of Transportation Code regulations and other applicable statutes and regulations of governmental authorities) and cathodic protection equipment. After the Initial Construction Period expires, no pipelines, above-ground structures, installations, equipment or apparatus of any kind will be on or within the Temporary Work Space.

12. In the event Grantee elects to abandon the Easement Area in whole or in part, Grantee may, at its sole election, either leave the improvements in place or remove them. In the event Grantee elects to remove the improvements, Grantee shall restore the Easement Area, as nearly as is practicable, to its condition prior to removal. In the event Grantee elects to abandon the improvements in place, Grantee shall comply with all then applicable federal and state laws, rules and regulations relating to such abandonment.

13. Grantor acknowledges and agrees that the information set forth at Exhibit A hereto, including, without limitation, the location and area of the proposed Easement Area depicted, is approximate and preliminary and is based upon publicly available information, calculations, measurements and estimates without the benefit of site-specific on the ground investigation, inspection or survey; Grantor further acknowledges and agrees that Grantee shall have the right to modify the location of the Easement Area and/or Temporary Work Space within the Property as a result of, among other things, site investigation, inspections or surveys, various engineering factors or to correct the legal description of the Easement Area and/or Temporary Work Space to conform with the actual location of the required Easement Area and/or Temporary Work Space. In the event such a modification is required by Grantee, Grantee may modify the location of the Easement Area and/or Temporary Work Space by recording a "Notice of Location" referring to this instrument and setting forth the modified legal description of the Easement Area and/or Temporary Work Space, which description may be set forth by map attached to said Notice. A copy of the Notice shall be delivered to the Grantor. Without limiting Grantee's right to modify the location of the Easement Area and/or Temporary Work Space by recording a "Notice of Location" as aforesaid, Grantor agrees to execute and deliver to Grantee any additional documents Grantee may request to modify or correct the legal description of the Easement Area and/or Temporary Work Space to conform with the actual location of the required Easement Area and/or Temporary Work Space. If such documents are required, they will be prepared by Grantee at its expense. Grantor shall receive additional reasonable compensation only if the acreage within the Easement Area and/or Temporary Work Space increases as a result of the changed location.

14. Grantee shall comply in all material respects, at Grantee's sole cost, with all applicable federal, state, and local laws, rules, and regulations which are applicable to Grantee's activities hereunder, including, without limitation, the construction, use, operation, maintenance, repair and service of the Grantee's pipeline. Notwithstanding the foregoing, Grantee shall not be responsible for any costs that are necessitated, caused by, or are the result of any act or omission of negligence, recklessness, or willful misconduct by the Grantor or anyone acting on the Grantor's behalf.

15. All notices under this Agreement shall be in writing, addressed to the addresses first set forth above and be delivered by certified mail, postage prepaid, and return receipt requested, next business day delivery via a reputable national courier service, regular United States mail, facsimile, e-mail or hand delivery. A party may change its address for notice by giving notice of such change to the other party.

16. The undersigned hereby bind themselves, and their respective heirs, executors, administrators, successors and assigns, to this Agreement unto Grantee, its successors and assigns. The Easement granted hereby shall create a covenant and burden upon the Property and running therewith.

17. It is agreed that this Agreement constitutes the entire agreement between the parties and that no other agreements have been made modifying, adding to or changing the terms of the same. This Agreement shall not be abrogated, modified, rescinded or amended in whole or in part without the consent of Grantor and Grantee, in writing and executed by each of them, and duly recorded in the appropriate real property records.

18. The rights granted hereby to Grantee may be assigned by Grantee in whole or in part, in Grantee's sole discretion.

19. The terms, stipulations, and conditions of this Easement are subject to all applicable laws, regulations, and permit conditions.

20. This Agreement shall be governed by the law of the State in which the Easement Area is situated.

21. This Agreement may be executed in counterparts, each of which shall be considered an original for all purposes; provided, however, that all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, Grantor has executed this Agreement as of the ____ day of _____, 20____.

GRANTOR(S):

Byron Terry Steskal

[ACKNOWLEDGMENTS APPEAR ON FOLLOWING PAGE]

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ 20__

By **Byron Terry Steskal, a single person**

Notary Public Signature

Affix Seal Here

**KEYSTONE PIPELINE PROJECT
LANDOWNER/TENANT CONSTRUCTION RESTRICTIONS
BINDING AGREEMENT**

Landowner Name: _____

Tract No: _____ Sketch No: _____

1. Tenant (if applicable): Name: _____ Phone No.: _____
Address: _____

2. Notification Prior to Construction:

Person to contact: _____

Phone: _____

Address: _____

Days of notice required prior to construction: _____

Other notifications required (tenant, attorney, etc.): _____

3. Land Use:

Pasture land: _____ Grazing: _____ If yes, type of livestock: _____

Range land: _____ CRP Lands: _____

Wetland easements: _____ Grassland easements: _____

Agricultural: _____ If yes, type: _____ (Wheat, Corn, etc.)

Estimated yield: _____ Planting date: _____ Harvest date: _____

Timber: _____ If yes, it is merchantable? _____

4. Existing Utilities:

Powerlines: _____ If yes, Company: _____ Voltage of line: _____

Water/Sewer Lines: _____ If yes, Owner: _____ Type: _____ (PVC, plastic, steel, etc)

Landowner Utilities: _____ Other: _____

5. Irrigation and Drainage Systems:

(Please identify all buried lines, with depth and type noted, and well locations on aerial property image)

Drip: _____ If yes, type: _____ (PVC, Other) Depth of Cover: _____

Landowner's preference for repair: _____ (Landowner, local contractor, pipeline contractor, etc.)

If local, Contractor: _____ Phone No.: _____

Address: _____

Irrigation System: _____ If yes, type: _____ (Flood, pivot, etc.)

If Pivot, what Manufacturer: _____ Model: _____ Year Manufactured: _____

GPS Enabled: _____ Is GPS Wired or Wireless: _____ (Identify Telephone Line if Wired)

Is the Pivot a Full Circle or Windshield Wiper Pivot: _____

Pivot Capable of Reversing (Note if Panel will Require Updating in Comments Section): _____

Reverse Manual or GPS: _____ How Many Barricades/Stops Required: _____

Is there a Corner System: _____ Is the Corner System Reversible: _____

Is the Corner System Controlled by GPS or is it Wired: _____ (If Wired, Identify Wire Location on Attached Map)

Are there any Topography Issues that Prevent the Pivot from Reversing: _____

**KEYSTONE PIPELINE PROJECT
LANDOWNER/TENANT CONSTRUCTION RESTRICTIONS
BINDING AGREEMENT**

Pivot Power Source: _____ (Electric, Diesel, or Natural Gas)
Location of Irrigation Well: _____ Is Well Registered: _____ Gallons per Minute: _____
Depth of Supply Line: _____ Age of Supply Line: _____
Diameter of Supply Line: _____ What is Supply Line Constructed of: _____
Is there a Helper Well: _____ If Yes, Note Specifics such as Well Location and Line Specs in Notes Section)
Note and Identify any Misc. Lines Present on Property: _____
If Power Source is Electric:
Is the Line Direct Bury or Encased in Conduit: _____
If Electric Line is in Same Trench as Water Line, what is the Separation Measured in Feet: _____
Identify the Nearest 3 Phase Power Source: _____
Is there a Water Limitation Power Control Switch: _____ If Yes, How Many Days a Week is the Pivot Non Operational: _____
Notes: _____

6. Fencing:

Type of existing fencing: _____
Temporary gates required: _____
Take down after construction: _____

7. Right-of-Way Clearing/Disposal:

Merchantable timber: _____ Does landowner want it stockpiled? _____
Slash/brush disposal: _____ If yes, method: _____ (Burn, bury, haul off, windrow)
Rock disposal: _____ If yes, does landowner have acceptable location on his property? _____
If yes, attach sketch of location: _____

8. Existing Roads:

Ingress/egress to ROW: _____ If yes, available for contractor use? _____

9. Other Considerations:

Landowner access across right-of-way during construction: _____ (Identify on sketch) Mineral Leases: _____
Water wells within 300' of right-of-way: _____ If so, what is its capacity: _____
Are the wells registered: _____
Septic systems within 150' of right of way: _____
Noxious weeds concerns: _____ Noise & dust control: _____
Private lakes, ponds, tanks: _____ If so, would landowner consider selling water for dust control? _____
Does the property flood: _____ Is the easement area prone to flooding: _____
Terraces: _____ Shelter belts: _____
Hunting Leases: _____ If yes, season: _____
Are ATV's allowed on the property: _____

**KEYSTONE PIPELINE PROJECT
LANDOWNER/TENANT CONSTRUCTION RESTRICTIONS
BINDING AGREEMENT**

10. **Restoration:**
Seeding: _____ If yes, specify seed mixture: _____

11. **Terms, Provisions and Conditions**

12. The Parties agree that this document only sets forth certain understandings with respect to construction conditions between Keystone Pipeline and the Landowner/Tenant and their respective heirs, executors, administrators, personal representatives, successors, assigns leasees and agents of the parties hereto. Any additional terms set forth in paragraph 11, or any other terms otherwise beyond the issues and matters specifically addressed in numbered paragraphs 1-10 of this document, shall require the express written approval of an officer or authorized signatory of Keystone Pipeline before constituting a final, enforceable agreement.

Owner: _____ **Date:** _____

Owner: _____ **Date:** _____

Tenant: _____ **Date:** _____

Supervisor: _____ **Date:** _____

ML-NE-HT-30215.000

ABA Map

ML-NE-HT-30205 000
CNRGH CO.

ML-NE-HT-30210 000
DOUGLASS LEE OPPLIGER AND JOI MICHELE OPPLIGER, HUSBAND AND WIFE
RIVERVIEW LLP

ML-NE-HT-30215 000
BYRON TERRY STESKAL

ALTA LANGE

MARK & SUSAN ROSSMAN
ML-NE-HT-30225 000
SAMUEL & KAREN LANGE
WILLIAM TIELKE AND JULIE TIELKE HUSBAND AND WIFE, AS JOINT TENANTS AND NOT AS TENANTS IN COMMON

ATKINS AND AGRAYEL

JOHN E. VERNOUWALBRECHT

ML-NE-HT-30220 000
PER WILLIAM TIELKE AND JULIE TIELKE, HUSBAND AND WIFE, AS JOINT TENANTS AND NOT AS

ML-NE-HT-30230 000
TIELKE, WILLIAM J. & JULIE

A seller's limited agent may show and list alternative or competing properties without breaching any duty or obligation to the seller.

A seller's limited agent owes no duty or obligation to a customer (buyer) except to disclose, in writing, all adverse material facts actually known by the seller's limited agent. An adverse material fact may include:

1. environmental hazards affecting the property required by law to be disclosed;
2. physical condition of the property;
3. material defects in the property;
4. material defects in the title to the property; and
5. material limitations on the seller's ability to perform under a contract.

A seller's limited agent must also act honestly and fairly in his or her dealings with a buyer.

A seller's limited agent owes no duty to conduct an independent inspection of the property for the benefit of the buyer, or to independently verify the accuracy or completeness of any statement made by the seller or an independent inspector.

A seller's limited agent must, if the buyer is not represented by another licensee, provide a list of tasks that the seller's limited agent may perform for the buyer (customer).

Common Law Agency

The duties and obligations of an agent under a common law agency agreement exceed the duties and obligations of a limited agent as described in this pamphlet and in Nebraska Statutes, Neb. Rev. Stat. § 76-2401 through 76-2430. For example, a licensee who is authorized by the principal to bind the principal to terms or conditions in a real estate transaction would be a common law agent. A buyer or seller and the real estate broker must enter into this type of agency through a written agreement which specifies the agent's duties and responsibilities, including the duty of confidentiality and the terms of compensation. An agreement such as this will be subject to the common law requirements of agency applicable to real estate licensees.

Limited Dual Agency

A limited dual agency is an agent who, with the written, informed consent of all parties to a contemplated real estate transaction, represents both the seller and the buyer. Both parties are clients of the licensee.

A limited dual agent has the same duties and obligations of a limited agent to a seller and the same duties and responsibilities of a limited agent to a buyer except as set out below.

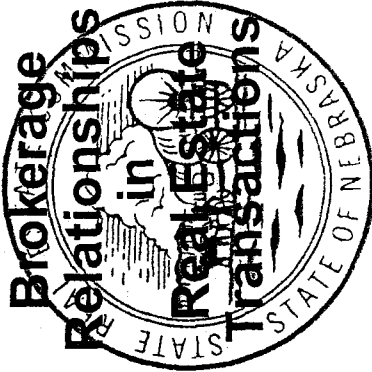
A limited dual agent may disclose any information to one client that is gained from the other, if the information is relevant to the transaction or the client, except that a limited dual agent cannot disclose the following without the informed, written consent of the client to whom the information pertains:

1. the buyer is willing to pay more than the purchase price offered;
2. the seller is willing to accept less than the asking price;
3. the motivating factors for any client; or
4. a client will agree to financing terms other than those offered.

The limited dual agent cannot disclose to one client any confidential information about the other unless required by statute or rule, or if failure to disclose would constitute fraudulent misrepresentation.

Nebraska Real Estate Commission

Disclosure of Brokerage Relationships



For Buyers and Sellers

It is your right to know if the licensee involved is representing your interest in the transaction.

The information contained in this disclosure is required by Nebraska law.

Authorized for use July 20, 2002
Required January 1, 2003

Acknowledgement of Disclosure

Agent Copy - Retain in Records

(Printed Name of Licensee)

(Name of Company)

Nebraska statutes require that all licensees, whether brokers or salespersons, inform any and all prospective clients or customers about agency relationships in real estate transactions.

1. The licensee has informed me/us that the licensee will be acting as a:

- ____ Limited Buyer's Agent
____ Limited Seller's Agent (a written agreement is necessary)
____ Limited Dual Agent (a written consent is necessary)
____ Common Law Agent of the _____ (specify seller or buyer, and a written agreement is necessary)

AND

2. The licensee has informed me/us that the licensee will be providing brokerage services to me/us as a:

- ____ Client, representing me/us
____ Customer, not representing me/us

THIS IS NOT A CONTRACT

By signing below, I acknowledge that I have received the information contained in the pamphlet Brokerage Relationships in Real Estate Transactions and that it was given to me at the earliest practicable opportunity during or following the first substantial contact with me and, further, if applicable, as a customer, the licensee indicated on this form has provided me with a list of tasks the licensee may perform for me.

(Client or Customer Signature) _____ (Date)

(Print Client or Customer Name)

(Client or Customer Signature) _____ (Date)

(Print Client or Customer Name)

Buyer Agency

A buyer's limited agent is an agent who represents a buyer. A real estate licensee is a buyer's limited agent unless one of the written agreements or consents described in this brochure is in place. A buyer's agency may also be created by written agreement between you and a real estate broker. A buyer's limited agent, in addition to performing under the terms of any written agreement made with the buyer, exercises reasonable skill and care for the buyer and promotes the interests of the buyer with the utmost good faith, loyalty, and fidelity. A buyer's limited agent seeks a price and terms which are acceptable to the buyer; presents all written offers to and from the buyer in a timely manner; discloses, in writing, to the buyer all adverse material facts actually known by the limited agent; and advises the buyer to obtain expert advice on known matters beyond the limited agent's expertise. A buyer's limited agent must account for all money and property received, and must comply with all applicable federal, state, and local statutes, rules, and ordinances.

A buyer's limited agent shall not disclose any confidential information about the buyer unless required by statute or rule, or if failure to disclose would constitute fraudulent misrepresentation.

A buyer's limited agent may retain and compensate other brokers as subagents only with the written agreement of the buyer. (Subagents have the same duties and obligations as the buyer's limited agents.)

A buyer's limited agent may show the same property to competing buyers, and assist competing buyers in attempting to purchase said property, without breaching any duty or obligation to their client.

A buyer's limited agent owes no duty or obligation to a customer (seller) except to disclose, in writing, all adverse material facts actually known by the licensee. Adverse material facts may include adverse material facts concerning the buyer's financial ability to perform the terms of the transaction.

A buyer's limited agent must also act honestly and fairly in their dealings with a seller.

A buyer's limited agent owes no duty to conduct an independent investigation of the buyer's financial condition for the benefit of the seller, or to independently verify the accuracy or completeness of statements made by the buyer or any independent inspector.

A buyer's limited agent must, if the seller is not represented by another licensee, provide a list of tasks that the buyer's limited agent may perform for the seller (customer).

Seller Agency

A seller's limited agent is an agent who has entered into a written agreement to represent a seller. A seller's limited agent performs under the terms of the written agreement; exercises reasonable skill and care for the seller; and promotes the interests of the seller with the utmost good faith, loyalty, and fidelity.

A seller's limited agent seeks a price and terms which are acceptable to the seller; presents all written offers to and from the seller in a timely manner; discloses, in writing, to the seller all adverse material facts actually known by the limited agent; and advises the seller to obtain any necessary expert advice on known matters beyond the limited agent's expertise. A seller's limited agent must account for all money and property received, and must comply with all applicable federal, state, and local statutes, rules, and ordinances.

A seller's limited agent shall not disclose any confidential information about the seller unless required to do so by statute or rule, or if failure to disclose would constitute fraudulent misrepresentation.

A seller's limited agent may retain and compensate other brokers as subagents only with the written agreement of the seller. (Subagents have the same duties and obligations as the seller's limited agent.)

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

Employer identification number									

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



Dave Heineman
Governor

STATE OF NEBRASKA

OFFICE OF THE GOVERNOR
P.O. Box 94848 • Lincoln, Nebraska 68509-4848
Phone: (402) 471-2244 • dave.heineman@nebraska.gov

January 22, 2013

President Barack Obama
The White House
1600 Pennsylvania Avenue, NW
Washington, D.C. 20500

Secretary Hillary Rodham Clinton
U.S. Department of State
2201 C Street, NW
Washington, D.C. 20520

Dear President Obama and Secretary Clinton:

I am writing to you today to inform you that the State of Nebraska has completed its evaluation process of a proposed reroute of TransCanada's Keystone XL Pipeline project through the State of Nebraska. As you are aware, in 2011, I called the Nebraska Legislature into a special session to address the siting of a proposed pipeline. On November 22, 2011, I signed LB 1 and LB 4 into law. LB 1 adopted the Major Oil Pipeline Siting Act. LB 4 provided for state participation in a federal supplemental environmental impact statement review process for oil pipelines.

On January 18, 2012, TransCanada's Presidential Permit application was denied. The process established by LB 4 was on hold while we reviewed in detail what that meant for Nebraska. During the 2012 legislative session, the Legislature passed, and I signed into law, LB 1161, which allowed the Nebraska Department of Environmental Quality (NDEQ) to continue evaluating a proposed pipeline route. On April 18, 2012 TransCanada submitted proposed alternative routes to the NDEQ, and on May 24, 2012 the NDEQ entered into a Memorandum of Understanding with the U.S. Department of State to provide a framework for a timely collaborative environmental analysis of routes within Nebraska consistent with National Environmental Policy Act (NEPA), the National Historical Preservation Act, and all other relevant laws and regulations. On January 3, 2013, the NDEQ submitted the Final Evaluation Report on the proposed pipeline reroute to me for my review.

Pursuant to Neb. Rev. Stat. §57-1501, *et. seq.*, the NDEQ has evaluated a route for an oil pipeline within, through, or across the State of Nebraska submitted by a pipeline carrier for the stated purpose of being included in a federal agency's or agencies' NEPA review process; collaborated with a federal agency or agencies in a review under NEPA involving a supplemental environmental impact statement for oil pipeline projects within, through, or across the state;

EXHIBIT 3

contracted with HDR, inc. to assist in evaluating a proposed alternative route; solicited public comments over a seven month period, held five public information meetings, and one public hearing; and analyzed the environmental, economic, social, and other impacts associated with the proposed route and route alternatives in Nebraska.

The NDEQ's evaluation of the 194.5-mile-long proposed pipeline reroute has resulted in multiple findings. The following are major determinations from the Final Evaluation Report:

- The proposed Nebraska Reroute avoids the Sand Hills but would cross the High Plains Aquifer, including the Ogallala Group. Impacts on aquifers from a release should be localized and Keystone would be responsible for any cleanup.
- The proposed Nebraska Reroute avoids many areas of fragile soils in Northern Nebraska.
- The proposed Nebraska Reroute avoids a shallow groundwater area upgradient (west) of the boundary of the Clarks Wellhead Protection Area, where the aquifer is thin, wells are shallow, and bedrock is close to the surface.
- Affected agricultural operations could resume the season after the completion of construction.
- Construction of the pipeline would result in \$418.1 million in economic benefits.
- The project would generate \$16.5 million in use taxes from pipeline construction materials.
- Annual local property tax revenues, for the first full year of valuation, would be between \$11 million and \$13 million.
- Construction and operation of the proposed Keystone XL Pipeline, with the mitigation and commitments from Keystone would have minimal environmental impacts in Nebraska.
- Throughout NDEQ's evaluation process, the concerns of Nebraskans have had a major influence on the pipeline route, the mitigation commitments, and this evaluation.
- Keystone would be responsible for developing an Emergency Response Plan for a product release associated with the operation of the proposed Keystone XL Pipeline and ancillary facilities. In the event of a spill, appropriate authorities would have timely access to product characteristics.
- Keystone would have financial and regulatory responsibility for any spill associated with the proposed Keystone XL Pipeline.

As stated in the Final Evaluation Report, TransCanada has provided assurances to the State of Nebraska that the company would implement the following mitigation measures. These measures would include: developing an Emergency Response Plan for a crude oil release associated with the operation of the Keystone XL Pipeline and ancillary facilities; providing fast access to the product's Material Safety Data Sheet in the event of a release; providing, at landowner request, baseline water well testing prior to construction for domestic and livestock wells within 300 feet of the centerline of the route; providing for an independent public employee to act as a liaison

President Obama
Secretary Clinton
January 22, 2013
Page 3

between Keystone and landowners, local communities, and residents to facilitate an open exchange of information; adhering to 57 special safety conditions, including more rigorous pipeline design, manufacturing, construction, records and reporting, testing, operational, and maintenance standards developed in coordination with the U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration; and in the event of a release, Keystone would be responsible for all costs associated with state and federal cleanup requirements; and Keystone would provide evidence that it is carrying \$200 million in third party liability insurance to cover cleanup costs for incidents in Nebraska.

I hereby, in accordance with Neb. Rev. Stat. §57-1503(4), approve the route reviewed in the Final Evaluation Report conducted pursuant to Neb. Rev. Stat. §57-1503(1). I request that Nebraska's evaluation be included in the Department of State's Supplemental Environmental Impact Statement. I appreciate your attention to this matter.

Sincerely,

A handwritten signature in black ink that reads "Dave Heineman". The signature is written in a cursive, flowing style.

Dave Heineman
Governor

Enclosure: Final Evaluation Report (disc)



Keystone XL Pipeline

- [About](#)
- [Benefits](#)
- [Facts](#)
- [Landowners](#)
- [Blog](#)
- [Environment](#)
- [Safety](#)
- [Time To Build](#)
- [Contact Us](#)



About The Project

A proposed oil pipeline from Alberta to Nebraska

crude oil, diluted bitumen, route



[Download the Keystone XL overall route map \(PDF, 1.5 MB\)](#)

Explore

- [Time To Build KXL](#)
- [About The Project](#)
- [Working with Landowners](#)
- [Jobs & Economic Benefits](#)
- [Environmental Responsibility](#)
- [Energy Security](#)
- [Newsletter](#)

Case

Exhibit
B

The Keystone XL Pipeline Project is a proposed 1,179-mile (1,897 km), 36-inch-diameter crude oil pipeline, beginning in Hardisty, Alta., and extending south to Steele City, Neb. This pipeline is a critical infrastructure project for the energy security of the United States and for strengthening the American economy.

Along with transporting crude oil from Canada, the Keystone XL Pipeline will also support the significant growth of crude oil production in the United States from producers in the Bakken region of Montana and North Dakota.

This pipeline will allow Canadian and American oil producers more access to the large refining markets found in the American Midwest and along the U.S. Gulf Coast.

In May, 2012, TransCanada filed a new application for a Presidential Permit with the U.S. Department of State, a requirement for building any cross-border pipeline. TransCanada also chose to proceed with the southern portion of its Keystone expansion as a separate project, the Gulf Coast Pipeline Project.

In January, 2013, Governor Dave Heineman approved TransCanada's proposed route in Nebraska. The revised route will minimize disturbance of land, water resources and special areas in the state.

On March 1, 2013, the U.S. Department of State released a [Draft Supplementary Environmental Impact Statement \(Draft SEIS\)](#) on Keystone XL that reaffirmed "there would be no significant impacts to most resources along the proposed Project route."

The Keystone XL Pipeline has a projected in-service date of approximately two years after the issuance of a Presidential Permit.

The pipeline will have capacity to transport up to 830,000 barrels of oil per day to Gulf Coast and Midwest refineries, reducing American dependence on oil from Venezuela and the Middle East by up to 40 per cent.

Quick facts

Keystone XL

- 329 miles (529 km) in Canada (Hardisty, Alta., to Monchy, Sask.)
- 840 miles (1,351 km) in the United States (Phillips County, Mont. to Steele City, Neb.)
- 36-inch diameter pipeline
- Capacity of 830,000 barrels per day

About Gulf Coast Pipeline Project

crude oil, Gulf Coast Pipeline

The Gulf Coast Pipeline Project is an approximate 485-mile (780-kilometre), 36-inch crude oil pipeline beginning in Cushing, Okla., and extending south to Nederland, Texas, to serve the Gulf Coast marketplace. The 48-mile (77-kilometre), Houston Lateral Project is an additional project under development to transport oil to refineries in the Houston area.

Both the Gulf Coast Pipeline Project and Houston Lateral Project are critical infrastructure projects for the energy security of the United States and the American economy. U.S. crude oil production has been growing significantly in Oklahoma, Texas, North Dakota and Montana. Producers do not have access to enough pipeline capacity to move this production to the large refining market along the U.S. Gulf Coast. Both projects will address this constraint.

Construction of the Gulf Coast project began in August 2012 with an anticipated in service date of late 2013. The Gulf Coast Project will have the initial capacity to transport 700,000 barrels per day (bbl/d) with the potential to transport 830,000 bbl/d to Gulf Coast refineries.

Visit Gulf-Coast-Pipeline.com to learn more about the Gulf Coast Pipeline.

About Houston Lateral Project

Houston Lateral Pipeline, Texas

The 48-mile Houston Lateral Project is an additional project under development to transport oil to refineries in the Houston, Texas, marketplace. Both the Houston Lateral and the Gulf Coast Pipeline projects will become an integrated component of the Keystone Pipeline System. The facilities will double the U.S. Gulf Coast refining market capacity directly accessible from the Keystone Pipeline System to over four million barrels per day by providing access to the key refining market in the Houston area. Associated facilities include the necessary receipt, delivery, pipeline, pumping, monitoring, control and ancillary facilities required to increase capacity.

The final route of the Houston Lateral, which involves building a pipeline through the counties of Liberty, Chambers and Harris to Houston's refining centre, has been selected to minimize impacts to the land, environment and landowners.

TransCanada has selected [Price Gregory International](#), a [Quanta Services](#) company, to construct and install the Houston Lateral Pipeline.

Learn more: [Read the news release.](#)

Route selection involved balancing different factors such as length; sensitive environmental features (rivers, wetlands, endangered and protected species), construction issues, paralleling existing infrastructure such as roads and other pipelines and considering stakeholder concerns.

Current plans are for construction activities to begin in the fourth quarter of 2013 and commercial operation of the Houston Lateral to commence in 2015.

About Keystone XL Pipeline

The Keystone XL Pipeline is a proposed 1,179-mile (1,897 km), 36-inch-diameter crude oil pipeline beginning in Hardisty, Alberta, and extending south to Steele City, Neb. This pipeline is a critical infrastructure project for the energy security of the United States and for strengthening the American economy.

Along with transporting crude oil from Canada, the Keystone XL Pipeline will also support the significant growth of crude oil production in the United States by allowing American oil producers more access to the large refining markets found in the American Midwest and along the U.S. Gulf Coast.

Recent Posts



A personal story from a Keystone landowner on land reclamation

Jan 28, 2015



Nebraska landowners remember positive experience working with TransCanada

Jan 21, 2015



TransCanada statement on Nebraska easements court filing

Jan 20, 2015

Recent Tweets

#TransCanada partners with @IntelliView to test new #pipeline leak detection technology. Learn more: <http://t.co/d2p787YVti>

#KeystoneXL has cleared 5 environmental reviews. <http://t.co/NbF2DzXwoJ> It's #TimeToBuild #KXL. <http://t.co/56UpqspgeB>

Get the facts: We have American employees living in 32 states and have operated in the U.S. for over 60 years. #KXL <http://t.co/35LICt5d9u>

Follow TransCanada on Twitter

Contact Us

General Enquiries
(toll-free in U.S. and Canada)
1.866.717.7473

Investor & Analyst Enquiries
1.800.361.6522

Landowner Enquiries (U.S.)
1.866.585.7063

Landowner Enquiries (Canada)
1.866.412.5263

Keystone Project E-mail
keystone@transcanada.com

Mailing Address

Shipper Application and Accounting
Visit the Keystone Shipper Information page on TransCanada.com



Keystone XL Pipeline

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Keystone XL and the Oil Sands



Crude oil well understood: Crude oil is tested at TransCanada's Keystone Hardisty Terminal to ensure it meets strict specifications before entering the Keystone pipeline system for transport to the United States.

A strategic resource for North America

Canada is blessed with the third largest deposit of oil in the world. The oil sands are an important and strategic resource for North America and it is critical that they continue to be developed in an environmentally responsible manner. Our society relies on oil in virtually every part of our lives: gasoline to fill up our cars to get us to work every day, diesel fuel used in cultivating and transporting the food we eat and thousands of by-products used to create the plastics found in our phones and computers. In 2013, the U.S. consumed [about 19 million barrels of oil per day](#) and nearly 10 million of that was imported.

Today, Canada supplies the United States with 30 per cent of its oil. The oil sands have been and will continue to be an important part of North America's stable and secure crude oil supply. Keystone XL will help boost U.S. energy security by linking North America's key oil fields in the Northern United States and Canada to its state-of-the-art refinery complexes in the Gulf Coast where they are needed to replace higher-priced oil from places like Venezuela, Russia and the Middle East.

Putting Canada's GHG emissions into context

Despite what you may have heard about the greenhouse gas intensity of Canadian oil sands operations, numerous studies have shown that oil sands crude has a comparable GHG footprint to [nearly half of all crude oils currently refined in the United States](#). In many cases oil sands derived crudes have a smaller GHG footprint than oils derived from [Venezuela and California](#) (two prominent sources for heavy crude oil.) Keystone XL would replace costly, more GHG intensive Venezuelan crude oils with stable, secure oil from Canada and the U.S.

[International Energy Agency Chief Economist, Faith Birol](#), "Canadian oil-sands production, well-to-wheels carbon dioxide emissions are between 0% and 15% higher [than conventional production]. This is really insignificant compared with current worldwide emissions, but it is still important that the industry continues to work at reducing its carbon intensity to reduce Canada's own emissions."

Despite their big impact, the oil sands only make up [7.8 per cent of Canada's total emissions](#). According to the Canadian Association of Petroleum Producers, in 2011, oil sands emissions were [55 million tonnes which is equivalent to 4.3 per](#)

In the News

Canada has done its part and has been a willing and patient partner throughout this process. This project will enhance our relationship with Canada and increase our drive towards North American energy security and independence, and there is no consultation required to arrive at that conclusion.

[Senate Democrats letter to President Obama in support of Keystone XL](#)

Eleven Senate Democrats to President Obama

This process has been exhaustive in its time, breadth and scope. It has already taken much longer than anyone can reasonably justify. This is an international project that will provide our great friend and ally Canada, a direct route to our refineries. These refineries were specifically built to process heavy crude, and Canadian crude will help replace heavy crude imports from unstable and unfriendly countries like Venezuela.

[Senate Democrats letter to President Obama in support of Keystone XL](#)

Eleven Senate Democrats to President Obama

In the case of Canadian oil-sands production, well-to-wheels carbon dioxide emissions are between 0% and 15% higher. This is really insignificant compared with current worldwide emissions, but it is still important that the industry continues to work at reducing its carbon intensity to reduce Canada's own emissions.

[Faith Birol on environmental subsidies, carbon emissions and climate](#)

Faith Birol - IEA Chief Economist

Tags

cent of emissions of U.S. coal sector. That's less than the emissions from three coal-fired power plants in the U.S.

In total, the *entire oil sands industry*, which employs tens of thousands of people and generates billions of dollars of wealth throughout North America contributes approximately 1/630th of global greenhouse gas emissions. Emissions from Keystone XL in global terms are virtually immeasurable.

Continuous Improvement

The oil sands are the result of **technological breakthroughs**. Over time, these breakthroughs have improved environmental performance and helped drive business down costs. The continuous pursuit to enhance the environmental performance of oil sands operations, producers has reduced per-barrel emissions by more than a quarter since 1990.

This commitment to continuous improvement was reflected in the State Department's Final Supplemental Environmental Impact Statement noting that of all heavy crude production in world; only the oil sands are trending downward when it comes to GHG intensity. This speaks volumes about the real commitments to safety, to energy efficiency and the environment that are being fulfilled every day in the North American energy industry.

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Along with transporting crude oil from Canada, the Keystone XL Pipeline will also support the significant growth of crude oil production in the United States

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by allowing American oil producers more access to the large refining markets found in the American Midwest and along the U.S. Gulf Coast.



TransCanada statement on Nebraska easements court filing

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- Benefits
- Facts
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Does the oil to be shipped on Keystone XL contain benzene? What chemicals are added?

All crude oils, as well as gasoline and diesel fuel, contain benzene. Oil to be shipped on Keystone XL will include bitumen from the oil sands in Canada that has been diluted with lighter oils. Most often, these lighter oils used as diluents will be natural gas liquids.

Like other oil pipelines in service in Nebraska, Keystone XL will deliver oil from U.S. sources and from the Canadian oil sands. Oils to be shipped on Keystone XL include light sweet crudes, synthetic crude oils (partially refined bitumen), and diluted bitumen. Concentrations of benzene and similar components that result in the requirements to meet safety requirements in the shipment (including toluene, ethyl benzene, and xylene, typically abbreviated with benzene as BTEX) are present in the oils shipped on Keystone XL at a lower concentration than in diesel fuels or gasoline.

For more information: Additional information is available in Section 6.3 of the NDEQ "Draft Evaluation Report on the Keystone XL Pipeline Nebraska Reroute," available from the [NDEQ](#) homepage. Information is also available in the Final EIS, Section 3.13.

Explore

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- About The Project
- Working with Landowners
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Get the facts: We have American employees living in 32 states and have operated in the U.S. for over 60 years. #KXL <http://t.co/35LICT5d9u>

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Understanding Pipeline Easements

An easement is a limited set of rights across a piece of land.

Right-of-way easements are negotiated in good faith between each landowner and their TransCanada representative. The goal is to reach a mutual agreement that grants us the right to construct, operate, and maintain a pipeline across a portion of a piece of the property. And once the project is complete, TransCanada restores the land to its original state, and productivity level.

"If there was ever an easier negotiation, I've not found it."

Marshall Treadwell, Texas Landowner

Easements

- [Read the Keystone Community Connector Newsletter](#)
- [Meet Keystone's Land Manager, Andrew Craig](#)
- [Building trust one household at a time](#)
- [Our commitment to landowners](#)
- [Keystone XL Pipeline – Respect for your land](#)
- [Time to Build KXL](#)
- [Straight Talk About KXL](#)

Key facts about Keystone XL easements

Land ownership never changes hands

Before and after an easement is acquired, landowners own the land. Property ownership never changes hands as a result of an easement agreement — ownership remains with the landowner and they can continue to use the land with few, if any, restrictions.

"The landowner always retains the ownership of the property. So while we don't own the land, we take the responsibility of caring for it very seriously."

Pat Morgan, TransCanada Community Relations Specialist

Voluntary easement agreements

Our goal is always to negotiate voluntary easement agreements. We offer transparency, an open line of communication and a commitment to finding the best way to minimize impact on the land. We make offers based on figures that are at or above market value for an easement. We also factor in potential productivity or crop losses incurred during the process.



"We've worked respectfully and honestly with landowners in acquiring 100 percent of agreements with private landowners in Montana and South Dakota and 84 percent along the Department of Environmental Quality's preferred new route in Nebraska."

Andrew Craig, Land Manager, TransCanada

We make every effort to negotiate

In the event an agreement cannot be reached, a state-approved eminent domain process is initiated to determine the value of compensation paid to the landowner for an easement. This process is only undertaken as an absolute last resort.

*Laws enacted in Nebraska in 2012 require that we begin proceedings to acquire any outstanding easements within two years of the January 2013 approval of the Keystone XL Pipeline route. We recognize the strong sentiments associated with eminent domain. As deadlines in Nebraska law may require us to initiate the process, we are committed to working with the remaining landowners to avoid its use.

No hidden costs to landowners

TransCanada covers all costs associated with:

- Property taxes assessed on the pipeline
- Pipeline construction, operation and maintenance
- Property restoration

KEYSTONE FACT

For Keystone XL, 100 percent of easements in Montana and South Dakota have been acquired voluntarily from private landowners.

[Read More](#)

[Learn more about our commitment to understanding and restoring your land.](#)

[Download the Keystone Landowner's Guide or call 1.866.585.7063 for landowner inquiries.](#)

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- Get the facts: We have American employees living in 32 states and have operated in the U.S. for over 60 years. [#KXL](http://t.co/35LICT5d9u) <http://t.co/35LICT5d9u>

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Meet Keystone's Land Manager, Andrew Craig

It's probably a smart thing that Andrew Craig has an unlimited minutes plan on his personal cell phone.

TransCanada's Land Manager for Keystone Projects felt it was important to send the message to Nebraska landowners that he has unlimited time to answer their questions and address any concerns they may have about land usage for pipeline projects.

So he has handed out his personal number – to some 7,000 American landowners over the past 10 years.

"I'm very proud of the fact that I can send out widespread communications to thousands of people and say 'If you have any concerns feel free to call me anytime'," said Craig.

"That's the same number my wife calls me on. And I'm very proud of the fact that after all these years, all of the challenges that the project has encountered, I've got the same number."

Born and raised in Nebraska, Craig says he never had any doubt that landowners would be anything but respectful. But he also understands the deep relationship landowners have with their property, which in many cases has been in their family for generations.

While Craig has been at his job for many years, he recognizes that for a landowner approached to negotiate an easement for a pipeline project the process can – at first – be intimidating.

It's his team's job to take the fear out of the process and insure that landowners understand they will retain full ownership of the land. In most cases, they will be paid at or above market value for TransCanada to construct, operate and maintain an underground pipeline that they are likely to never see again in their lifetime.

TransCanada is responsible to restore the productivity of the land, with an ongoing financial guarantee of equivalent productivity. The landowner is able to continue to use the land for agricultural activities and typically that use does not

In the News

Canada has done its part and has been a willing and patient partner throughout this process. This project will enhance our relationship with Canada and increase our drive towards North American energy security and independence, and there is no consultation required to arrive at that conclusion.

[Senate Democrats letter to President Obama in support of Keystone XL](#)

Eleven Senate Democrats to President Obama

This process has been exhaustive in its time, breadth and scope. It has already taken much longer than anyone can reasonably justify. This is an international project that will provide our great friend and ally Canada, a direct route to our refineries. These refineries were specifically built to process heavy crude, and Canadian crude will help replace heavy crude imports from unstable and unfriendly countries like Venezuela.

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Eleven Senate Democrats to President Obama

In the case of Canadian oil-sands production, well-to-wheels carbon dioxide emissions are between 0% and 15% higher. This is really insignificant compared with current worldwide emissions, but it is still important that the industry continues to work at reducing its carbon intensity to reduce Canada's own emissions.

[Faith Birol on environmental subsidies, carbon emissions and climate](#)

Faith Birol - IEA Chief Economist

Tags

change.

Once that is understood in the vast majority of cases an easement is acquired. In fact, for Keystone XL, 100 per cent of easements have been acquired voluntarily from private landowners in Montana and South Dakota. In Nebraska, where a new route was selected only 18 months ago, 84 per cent of easements have been acquired.

While Craig respects the fact that not all landowners will be supportive of a project, the vast majority feel TransCanada treats them fairly and respectfully.

"You don't hear about it a lot in the media, but we do see a lot of support from families, neighbors, friends in areas where we do have strong support with original Keystone line," he said.

"Those people will take time out of their schedules to come out and share information with new Keystone XL landowners, about the process and the outcome of the process."

Seward, Nebraska's Doug Zimmerman is one of those who did just that, after having a good experience partnering with TransCanada when the first Keystone pipeline went through his 120 acre corn and soy bean farm.

"I have no fear whatsoever for that other pipeline," said Zimmerman. "As a matter of fact, if TransCanada wanted to change the route and put the pipeline through the same easement that the other one is right now, they can come tomorrow.

"Because there's plenty of jobs that people need, not only in this state, but other states from Canada all the way to Texas, that we ought to be utilizing those people and be putting them to work and driving down our oil prices from the foreign countries."

You don't hear about it a lot in the media, but we do see a lot of support from families, neighbors, friends in areas where we do have strong support with original Keystone line."

—Andrew Craig, TransCanada Land Manager, Keystone Projects

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- About
- Benefits
- Facts
- Landowners
- Blog
- Environment
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TransCanada statement on Nebraska easements court filing

Today, TransCanada Keystone Pipeline, LP has filed papers in local courts in nine counties to acquire the remaining 12 per cent of easements from landowners required in the State of Nebraska. This action was required, if needed, within two years of TransCanada receiving its January 2013 approval in the State. That time period expires on January 22, 2015. **This does not eliminate the ability to negotiate voluntary easement agreements.**

The following is a statement from TransCanada's Keystone Projects Land Manager Andrew Craig:

Today, TransCanada has filed the necessary court documents to acquire the remaining 12 percent of Nebraska easements for Keystone XL through eminent domain, a process where compensation for a pipeline easement is determined in local courts, in conjunction with local appraisers.

Despite the filings, TransCanada will continue to work to acquire voluntary easement agreements. If we are unable to come to agreement, a panel of local appraisers appointed by the county court will recommend a value for compensation.

As with voluntary easements, landowners continue to own and farm the land. TransCanada is acquiring the right to construct, operate and maintain a pipeline below ground.

A recent ruling from the Nebraska Supreme Court means the new Keystone XL pipeline route approved by the Governor in January 2013 remains valid. Nebraska siting laws require us to commence eminent domain, if needed, within two years of the State's January 2013 approval of the project. That time period expires Thursday.

Eminent domain is a last resort and our first priority is always to negotiate voluntary agreements with landowners. However, where needed, eminent domain allows necessary commodities like food, oil, natural gas and power to have the safe transportation corridors needed to get to where they are used: in homes, factories and the 250 million vehicles that need to start up each day in America.

We have made numerous offers to negotiate generous agreements with all landowners. These actions today follow our efforts late last year to reach out broadly to remaining landowners and Nebraskans through direct correspondence and through local media to inform them of the timelines we are under as a result of the law. We have waited as long as we could under State law before beginning the process – as we said we would do.

We are pleased that 100 per cent of private landowner easements have been acquired in Montana and South Dakota and that 88 per cent of those in Nebraska have been acquired in less than two years since the state approved the new route.

Andrew Craig
Land Manager
Keystone Projects

In the News

Canada has done its part and has been a willing and patient partner throughout this process. This project will enhance our relationship with Canada and increase our drive towards North American energy security and independence, and there is no consultation required to arrive at that conclusion.

[Senate Democrats letter to President Obama in support of Keystone XL](#)

Eleven Senate Democrats to President Obama

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[Faith Birol on environmental subsidies, carbon emissions and climate](#)

Faith Birol - IEA Chief Economist

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For more information on easements visit the easements section our website <http://keystone-xl.com/working-with-landowners/easements/>

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District Court, Holt County, Nebraska

Byron Terry "Stix" Steskal, et al.

Plaintiffs,

v.

**TransCanada Keystone Pipeline, LP, and
Andrew Craig,**

Defendants.

No. CI 15-6

Judge: Mark D. Kozisek

Affidavit of Richard E. Stelling

State of Arizona)
)ss.
Maricopa County)

Richard E. Stelling, being first duly sworn, states under oath:

1. My name is Richard E. Stelling. I am more than 30 years of age and I have personal knowledge of all facts recited in this Affidavit. I suffer from no legal disability and I am competent to testify about these facts. I am married to Darlene R. Stelling.

2. I am the owner of title to real property (the "Property") currently subject to a Condemnation Petition filed by Defendant TransCanada Keystone Pipeline, LP ("TransCanada"). The Property is located in Antelope County Nebraska and described as:

a. S/2 SE/4 NE/4, NE/4 SE/4 Section 35, Township 28N, Range 8W

3. I have personal knowledge that the Exhibits attached to and incorporated in this Affidavit are genuine copies of the original documents they describe.

4. Exhibits "A" and "B" to this Affidavit are summarized here:

a. Exhibit "A" – is a true and accurate copy of the Defendant TransCanada's Condemnation Petition complete with exhibits, as filed by Defendants, in County Court on or about January 20, 2015. Defendants attached to the County Court Condemnation Petition the following, all incorporated within Exhibit "A" attached hereto:

- i. Map of the Easement Area across the property
- ii. Detailed Sketch of Easement Area
- iii. Affidavit of Defendant Andrew Craig

- iv. A December 2014 Letter from Defendants stating they must initiate eminent domain proceedings by mid-January 2015.
 - v. Defendants' Landowner Offer Summary & Computation of Damages Form
 - vi. Defendants' Advance Release of Damages Claims & Indemnity Agreement
 - vii. Defendants' Proposed Easement and Right-Of-Way Agreement
 - viii. Defendants' Landowner/Tenant Construction Restrictions Binding Agreement
 - ix. An Aerial Map of the Property and surrounding properties
 - x. Disclosure of Brokerage of Relationships in Real Estate Transactions
 - xi. Blank Form W-9
 - xii. January 22, 2013 Letter of Former Gov. Heineman to President Obama and Secretary Clinton invoking Neb. Rev. Stat. 57-1503(4) and 57-1503(1), as amended and modified by LB 1161, approving Defendant TransCanada's proposed route in Nebraska.
- b. **Exhibit "B"** – is a true and accurate copy of a printout from Defendant TransCanada's Website detailing its statements and representations including:
- i. KXL Pipeline project description
 - ii. Oil Sands description
 - iii. Benzene and Chemical descriptions
 - iv. Pipeline Easements
 - v. A short Bio of Defendant Andrew Craig
 - vi. TransCanada's Statement on Nebraska Easements Court Filing

5. In mid-December 2014, as shown and included within Exhibit "A" attached, I received official notice of proposed eminent domain proceedings in the form of a letter from Defendant Andrew Craig on TransCanada letterhead. The notice included all of the items found in Exhibit "A" attached except for the January 20, 2015 County Court Condemnation Petition itself.

6. Mr. Craig's letter threatened to take a portion of the Property and the proposed Easement And Right-Of-Way Agreement he included would include taking a "perpetual permanent easement and right-of-way" not less than fifty (50) feet in width "for the

transportation of crude petroleum, oil, petroleum by-products, on under, across and/or through” the Property. The taking would also include a portion or portions of the Property for temporary construction easements.

7. The proposed permanent easement also allows TransCanada to abandon its pipeline in place under the Property forever. If the taking of any permanent easement were to occur, the rightful owners of the Property will be permanently deprived of that ownership of the rights and title taken, and the remainder Property will be forever and irreparably severed and affected by the easement taking.

8. The Property in question is unique. It cannot be replaced. Once any part of the Property’s title is taken through condemnation or otherwise, a portion of ownership will be permanently lost and cannot be replaced. There is no remedy for the loss of any portion of the Property once it is taken.

9. The injury to the Property is certain and great, it is actual and not merely theoretical, and cannot be repaired with money. An injunction against TransCanada is the only remedy to prevent this irreparable harm from occurring.

10. I refused to accept TransCanada’s offer or demand and refused to grant an easement by the threatened deadline date of mid-January 2015 as stated in their letter.

11. On January 16, 2015, the lawsuit in which this Affidavit is given was filed. The initial lawsuit has since been amended to include additional Plaintiffs.

12. On or about January 20, 2015, TransCanada initiated proceedings in County Court where the Property is located to take a portion of the Property through the power of eminent domain. The TransCanada filings to take the property, which include the attachments to Mr. Craig’s December 2014 letter and notice mentioned above, are incorporated here and attached as **Exhibit “A”**. They are genuine copies of the originals filed in County Court.

13. In its Condemnation petition, TransCanada states “Keystone is authorized to exercise the power of eminent domain pursuant to Neb. Rev. Stat. § 57-1101 because it complied with Neb. Rev. Stat. § 57-1503, and received the approval the Governor of Nebraska for the route of the pipeline.” TransCanada incorporates by reference the Governor’s January 22, 2013 “approval” of their proposed route and further asserts this and only this as the basis for their purported eminent domain powers.

14. The condemnation taking proceeding initiated by TransCanada are for the purpose of acquiring easements across Nebraska real estate including the Property. TransCanada plans to construct and operate a crude oil pipeline known as the Keystone XL (“KXL”) pipeline.

15. TransCanada’s statements on its own website, incorporated herein and attached as **Exhibit “B”**, disclose the pipeline will transport tar sands crude oil which originates as a result of surface mining activity in northern Alberta, and it will transport the unrefined material, by pipeline, to a refinery on the Gulf Coast in Texas. This summary of what TransCanada has said is taken from its website, www.kxlpipeline.com. **Exhibit “B”** consists of pages taken directly from TransCanada’s website as publically available on the worldwide web, accessed through a computer browser. These items were downloaded from Defendant’s website on January 29, 2015. The pages downloaded are genuine copies of the original and are the statements and declarations of TransCanada.

16. I carefully follow legal proceedings and news involving TransCanada and KXL in Nebraska. I know TransCanada does not presently possess a Presidential Permit which is necessary to construct its KXL pipeline from Alberta Canada across the United States northern border. TransCanada has not commenced construction of its KXL pipeline in Nebraska.

17. As shown in the January 22, 2013 letter of Former Gov. Heineman to President Obama and Secretary Clinton invoking Neb. Rev. Stat. 57-1503(4) and 57-1503(1), as amended and modified by LB 1161, Gov. Heineman officially approved Defendant TransCanada’s proposed KXL route within and through Nebraska. This letter is included within attached **Exhibit “A”**.

18. Gov. Heineman’s January 22, 2013 approval of the KXL route in Nebraska directly affects the Property as it transferred eminent domain powers to TransCanada which they are now exercising against the Property.

19. The party for which I act holding title to the Property is a Nebraska taxpayer. I oppose public expenditures of funds from Nebraska public sources to finance an environmental review for a privately owned, for-profit pipeline company permit applicant.

20. I cannot recall any event in Nebraska history in my lifetime that has commanded as much public interest, attention and time, or has had long term international interest and concern at the Keystone XL pipeline project. Since January 1, 2015 I know this matter has been a) mentioned by the President of the United States in the 2015 State of the Union Address; b) addressed and voted on in both houses of the United States Congress; c) presented to the

President for approval or veto; d) commented upon by the Prime Minister of Canada; and e) been a topic in environmental debate across the United States.

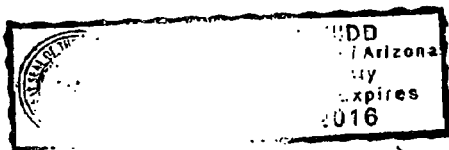
21. This KXL pipeline project is in the national news on television, radio and in the newspapers nearly every day. The KXL pipeline project has become controversial because of its perceived role in campaigns and campaign finance in U.S. elections of federal and state officials and its role in the debate about whether the project should be built or stopped for environmental and energy consumption reasons. This project was a topic in the 2012 Presidential Election and it has become more and more controversial and the subject of greater focus since then.

22. I oppose the condemnation of the Property by a for-profit company. I know of no benefit to the people of Nebraska from the pipeline. Nebraska produces very little oil and I am aware of no way to upload or download oil to or from the proposed KXL pipeline in Nebraska.

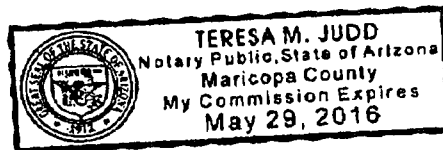
23. I also know that the price of gasoline, diesel fuel and crude oil are now at or near their lowest levels in many years. The supply of petroleum products is at an all-time high for many, many years. I have learned the United States is a net exporter of oil.

Sign: Richard F. Stelling
Print: Richard F. Stelling

Subscribed and sworn to before me on February 3, 2015 by
Richard Stelling



Teresa M. Judd
Notary Public

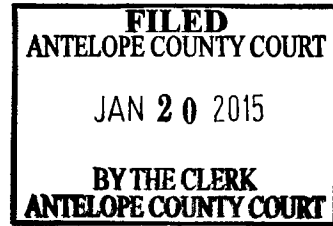


IN THE COUNTY COURT OF ANTELOPE COUNTY, NEBRASKA

TRANSCANADA KEYSTONE PIPELINE,)
LP,)
)
Petitioner/Condemner,)
)
vs.)
)
RICHARD E. STELLING, DARLENE R.)
STELLING AND JOHN DOE,)
)
Condemnee(s).)

CASE NO. C115-27

PETITION FOR CONDEMNATION



TransCanada Keystone Pipeline, LP (“Keystone”) as Petitioner and Condemner, states as follows:

1. Keystone is a Delaware limited partnership having its principal place of business in Houston, Texas. Keystone is registered to do business in Nebraska.
2. Keystone is a company formed and created, among other things, to transport or convey crude oil, petroleum, gases, or other products thereof in interstate commerce through and across the State of Nebraska within the meaning of Neb. Rev. Stat. § 57-1101.
3. Keystone is planning to construct a pipeline, which is classified as a major oil pipeline pursuant to Neb. Rev. Stat. § 57-1404(2), and a portion of the pipeline will cross through Nebraska in interstate commerce (the “Pipeline”).
4. In order for Keystone to transport and convey crude oil, petroleum, gases, or other products thereof in interstate commerce via the Pipeline, it is necessary to acquire a right-of-way and certain other property interests to lay, relay, operate and maintain the Pipeline and the plant and equipment reasonably necessary to operate the Pipeline, and Keystone seeks only the amount of property that is reasonably necessary for those purposes.



ML-NE-AT-30100.000

CBA Map

ML-NE-AT-30099.000
JOSHUA R STELLING

Andeage
County

ML-NE-AT-30090.000
KIRU IZ ROBERT & BEVERLY

Andeage

ML-NE-AT-30100.000
RICHARD E STELLING AND DARLENE R STELLING

ML-NE-AT-30100.000
BERGMAN, PATRICK

bing

Tue Dec 9 2014 03:09:22 PM

SCHOOL LAND

ML-NE-AT-30100.000
MIRRY KARRH

ML-NE-AT-30100.000
MURET PAT



Dave Heineman
Governor

STATE OF NEBRASKA

OFFICE OF THE GOVERNOR
P.O. Box 94848 • Lincoln, Nebraska 68509-4848
Phone: (402) 471-2244 • dave.heineman@nebraska.gov

January 22, 2013

President Barack Obama
The White House
1600 Pennsylvania Avenue, NW
Washington, D.C. 20500

Secretary Hillary Rodham Clinton
U.S. Department of State
2201 C Street, NW
Washington, D.C. 20520

Dear President Obama and Secretary Clinton:

I am writing to you today to inform you that the State of Nebraska has completed its evaluation process of a proposed reroute of TransCanada's Keystone XL Pipeline project through the State of Nebraska. As you are aware, in 2011, I called the Nebraska Legislature into a special session to address the siting of a proposed pipeline. On November 22, 2011, I signed LB 1 and LB 4 into law. LB 1 adopted the Major Oil Pipeline Siting Act. LB 4 provided for state participation in a federal supplemental environmental impact statement review process for oil pipelines.

On January 18, 2012, TransCanada's Presidential Permit application was denied. The process established by LB 4 was on hold while we reviewed in detail what that meant for Nebraska. During the 2012 legislative session, the Legislature passed, and I signed into law, LB 1161, which allowed the Nebraska Department of Environmental Quality (NDEQ) to continue evaluating a proposed pipeline route. On April 18, 2012 TransCanada submitted proposed alternative routes to the NDEQ, and on May 24, 2012 the NDEQ entered into a Memorandum of Understanding with the U.S. Department of State to provide a framework for a timely collaborative environmental analysis of routes within Nebraska consistent with National Environmental Policy Act (NEPA), the National Historical Preservation Act, and all other relevant laws and regulations. On January 3, 2013, the NDEQ submitted the Final Evaluation Report on the proposed pipeline reroute to me for my review.

Pursuant to Neb. Rev. Stat. §57-1501, *et. seq.*, the NDEQ has evaluated a route for an oil pipeline within, through, or across the State of Nebraska submitted by a pipeline carrier for the stated purpose of being included in a federal agency's or agencies' NEPA review process; collaborated with a federal agency or agencies in a review under NEPA involving a supplemental environmental impact statement for oil pipeline projects within, through, or across the state;

EXHIBIT 3

contracted with HDR, inc. to assist in evaluating a proposed alternative route; solicited public comments over a seven month period, held five public information meetings, and one public hearing; and analyzed the environmental, economic, social, and other impacts associated with the proposed route and route alternatives in Nebraska.

The NDEQ's evaluation of the 194.5-mile-long proposed pipeline reroute has resulted in multiple findings. The following are major determinations from the Final Evaluation Report:

- The proposed Nebraska Reroute avoids the Sand Hills but would cross the High Plains Aquifer, including the Ogallala Group. Impacts on aquifers from a release should be localized and Keystone would be responsible for any cleanup.
- The proposed Nebraska Reroute avoids many areas of fragile soils in Northern Nebraska.
- The proposed Nebraska Reroute avoids a shallow groundwater area upgradient (west) of the boundary of the Clarks Wellhead Protection Area, where the aquifer is thin, wells are shallow, and bedrock is close to the surface.
- Affected agricultural operations could resume the season after the completion of construction.
- Construction of the pipeline would result in \$418.1 million in economic benefits.
- The project would generate \$16.5 million in use taxes from pipeline construction materials.
- Annual local property tax revenues, for the first full year of valuation, would be between \$11 million and \$13 million.
- Construction and operation of the proposed Keystone XL Pipeline, with the mitigation and commitments from Keystone would have minimal environmental impacts in Nebraska.
- Throughout NDEQ's evaluation process, the concerns of Nebraskans have had a major influence on the pipeline route, the mitigation commitments, and this evaluation.
- Keystone would be responsible for developing an Emergency Response Plan for a product release associated with the operation of the proposed Keystone XL Pipeline and ancillary facilities. In the event of a spill, appropriate authorities would have timely access to product characteristics.
- Keystone would have financial and regulatory responsibility for any spill associated with the proposed Keystone XL Pipeline.

As stated in the Final Evaluation Report, TransCanada has provided assurances to the State of Nebraska that the company would implement the following mitigation measures. These measures would include: developing an Emergency Response Plan for a crude oil release associated with the operation of the Keystone XL Pipeline and ancillary facilities; providing fast access to the product's Material Safety Data Sheet in the event of a release; providing, at landowner request, baseline water well testing prior to construction for domestic and livestock wells within 300 feet of the centerline of the route; providing for an independent public employee to act as a liaison

President Obama
Secretary Clinton
January 22, 2013
Page 3

between Keystone and landowners, local communities, and residents to facilitate an open exchange of information; adhering to 57 special safety conditions, including more rigorous pipeline design, manufacturing, construction, records and reporting, testing, operational, and maintenance standards developed in coordination with the U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration; and in the event of a release, Keystone would be responsible for all costs associated with state and federal cleanup requirements; and Keystone would provide evidence that it is carrying \$200 million in third party liability insurance to cover cleanup costs for incidents in Nebraska.

I hereby, in accordance with Neb. Rev. Stat. §57-1503(4), approve the route reviewed in the Final Evaluation Report conducted pursuant to Neb. Rev. Stat. §57-1503(1). I request that Nebraska's evaluation be included in the Department of State's Supplemental Environmental Impact Statement. I appreciate your attention to this matter.

Sincerely,

A handwritten signature in black ink that reads "Dave Heineman". The signature is written in a cursive, flowing style.

Dave Heineman
Governor

Enclosure: Final Evaluation Report (disc)

5. Keystone is authorized to exercise the power of eminent domain pursuant to Neb. Rev. Stat. § 57-1101 because it complied with Neb. Rev. Stat. § 57-1503, and received the approval of the Governor of Nebraska for the route of the pipeline. The approved route for the Pipeline begins at the Nebraska – South Dakota border in Keya Paha County and ends in Jefferson County, Nebraska.

6. Richard E. Stelling and Darlene R. Stelling are the owners of real estate over which the Pipeline will cross.

7. John Doe is any person unknown to Keystone who may claim a legitimate interest in the Eminent Domain Property.

8. In order to fulfill the public purpose of transporting and conveying crude oil in interstate commerce, Keystone requires the Permanent Easements and Temporary Construction Easements (collectively the “Eminent Domain Property”). The Eminent Domain Property is more particularly described in Exhibit “1” attached to the Petition, the terms and content of which are specifically incorporated into this Petition.

9. The Eminent Domain Property will be used to lay, relay, operate and maintain the Pipeline and the plant and equipment reasonably necessary to operate the Pipeline, specifically including surveying, laying, constructing, inspecting, maintaining, operating, repairing, replacing, altering, reconstructing, removing and abandoning one pipeline, together with all fittings, cathodic protection equipment, pipeline markers and all other equipment and appurtenances thereto, for the transportation of oil, natural gas, hydrocarbon, petroleum products and all by-products thereof.

10. Keystone attempted in good faith to negotiate with the Condemnee to acquire the Eminent Domain Property but was not successful and, therefore, this condemnation proceeding

is necessary. Evidence of the good-faith attempt to negotiate is attached hereto as Exhibit “2” which is a true and accurate copy of the affidavit of Andrew Craig with a true and accurate copy of the last offer and including the proposed Easement and Right of Way Agreement submitted to the Condemnee. Exhibit “2” including its attachments is incorporated into this Petition by this reference.

11. The attached Easement and Right of Way agreement specifies Keystone’s rights and obligations in relation to the Eminent Domain Property. As the attached Easement and Right of Way Agreement indicates, Keystone will pay separately for damages to crops, roads, driveways, fences, and livestock caused by the construction or maintenance of the Pipeline.

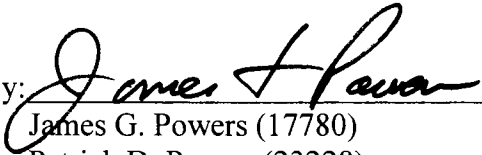
12. At the conclusion of the construction of the Pipeline, Keystone will relinquish all rights in the Temporary Construction Easements, and Keystone’s rights in the Eminent Domain Property shall be limited to the Permanent Easement.

13. Keystone selected the route to comply with the route approved and authorized pursuant to Neb. Rev. Stat. §§ 57-1101 and 57-1503. Attached as Exhibit 3 and incorporated herein by reference is a true and accurate copy of the Governor’s letter approving the route utilized in this proceeding.

14. Keystone is ready, willing and able to pay just compensation to the Condemnee(s).

WHEREFORE, Keystone prays for an order appointing a Board of Appraisers pursuant to Neb. Rev. Stat. § 76-706 and for an order directing the County Sheriff to summon the appraisers to convene at the office of the County Judge at the time specified in the summons for the purpose of qualifying as appraisers and thereafter to proceed to appraise the property sought to be condemned and to ascertain and determine the Condemnee’s damages.

TRANSCANADA KEYSTONE PIPELINE,
LP, Petitioner/Condemner

By:  _____

James G. Powers (17780)

Patrick D. Pepper (23228)

McGrath North Mullin & Kratz, PC LLO

First National Tower, Suite 3700

1601 Dodge Street

Omaha, Nebraska 68102

(402) 341-3070

(402) 341-0216 fax

James G. Powers -

jpowers@mcgrathnorth.com

Patrick D. Pepper -

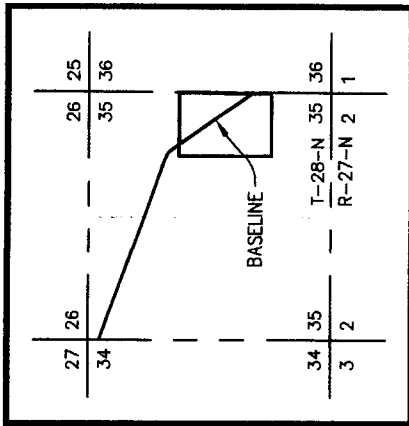
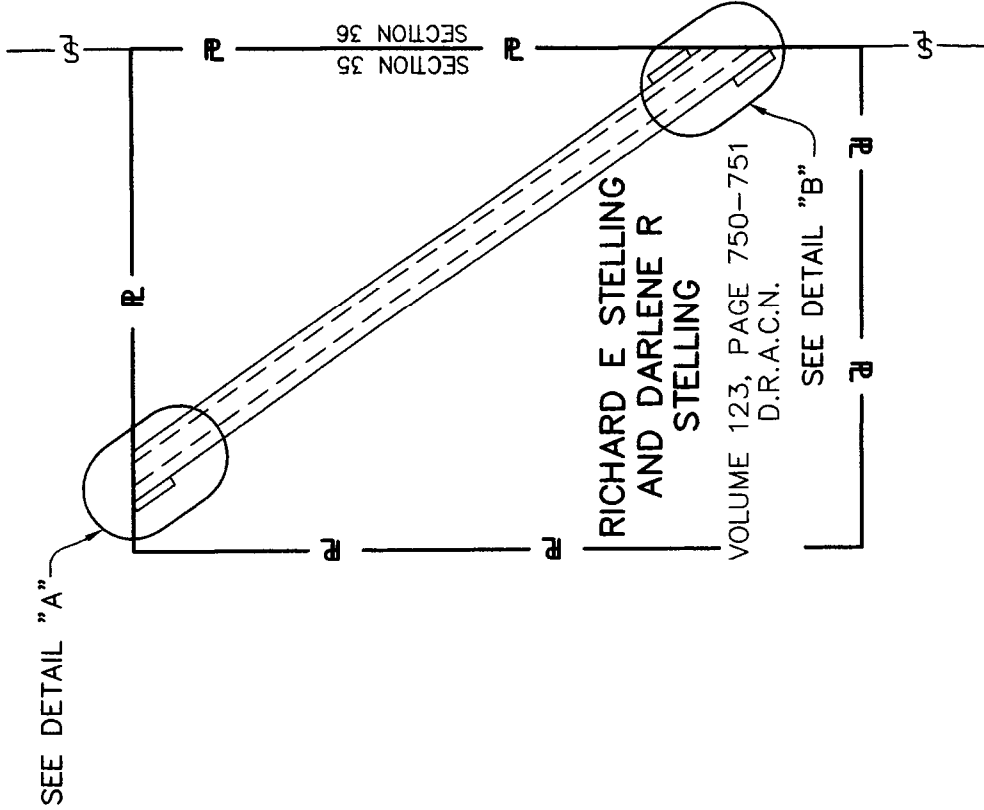
ppepper@mcgrathnorth.com

ANTELOPE COUNTY, NEBRASKA

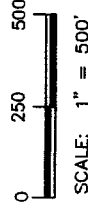
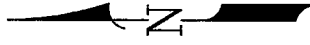
T-28-N, R-8-W, SECTION 35
ML-NE-AT-30100.000

PROPERTY LINE
SECTION LINE
PROPOSED
ADDITIONAL TEMPORARY WORKSPACE
PERMANENT EASEMENT & RIGHT OF WAY
DEED RECORDS OF ANTELOPE COUNTY, NEBRASKA

LEGEND
P
S
PROP
A.T.W.S.
P.E.R.W.
D.R.A.C.N.



VICINITY MAP
N.T.S.




TRACT LEGAL DESCRIPTION:
S/2 SE/4 NE/4, NE/4 SE/4
OF SECTION 35,
T-28-N, R-8-W

NOTE:

THIS SKETCH DOES NOT MEET THE MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS. IT WAS NOT DERIVED FROM AN ON THE GROUND SURVEY BUT IS INTENDED FOR RIGHT OF WAY PURPOSES ONLY. THE EXACT LOCATIONS AND MEASUREMENTS ARE APPROXIMATE AND MAY VARY, BUT THE WIDTH OF THE EASEMENT AREA TO BE ACQUIRED WILL NOT VARY.

TOTAL DISTANCE ACROSS PROPERTY: 1,960'±
AREA OF PERMANENT EASEMENT: 2.3 ACRES
AREA OF TEMPORARY WORKSPACE: 2.8 ACRES
AREA OF ADDITIONAL TEMPORARY WORKSPACE: 0.2 ACRE

		in business to deliver	
KEYSTONE XL PROJECT			
EASEMENT AREA			
ACROSS THE PROPERTY OF			
RICHARD E STELLING AND			
DARLENE R STELLING			
ML-NE-AT-30100.000			
PROJECT:	XL	EXHIBIT A	
APPROVED BY:	SLR	DRAWING NUMBER:	XL-08-ML-SK-3398
NO.	REVISION	DATE	
SCALE:	DATE:	DRAWN BY:	CHECKED BY:
1" = 500'	11/05/14	JN	ALS

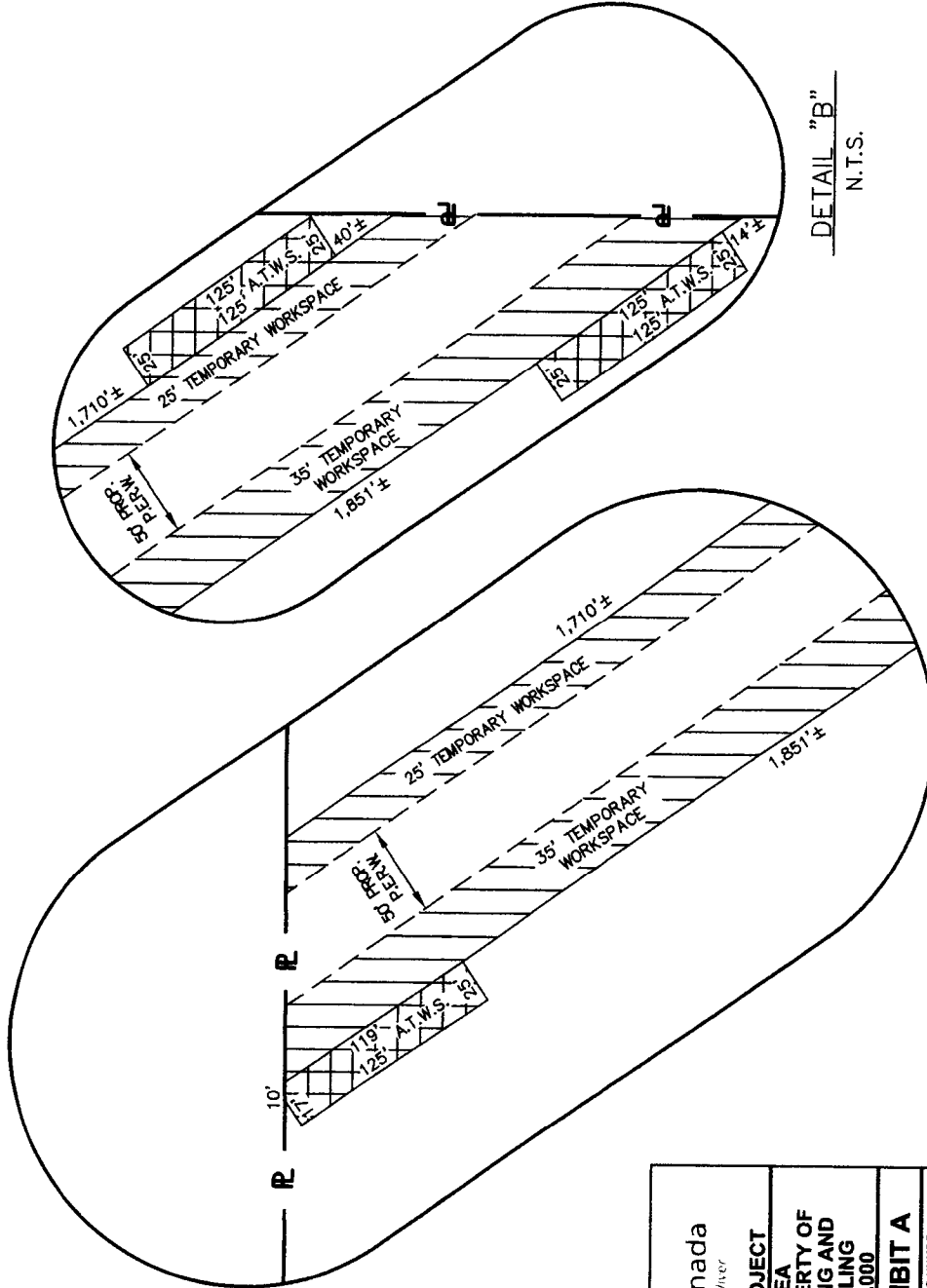


ANTELOPE COUNTY, NEBRASKA

T-28-N, R-8-W, SECTION 35

ML-NE-AT-30100.000


LEGEND:
 P PROPERTY LINE
 PROP. PROPOSED
 A.T.W.S. ADDITIONAL TEMPORARY WORKSPACE
 P.E.R.W. PERMANENT EASEMENT & RIGHT OF WAY



DETAIL "B"
N.T.S.

DETAIL "A"
N.T.S.

NOTE:
 THIS SKETCH DOES NOT MEET THE MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS. IT WAS NOT DERIVED FROM AN ON THE GROUND SURVEY BUT IS INTENDED FOR RIGHT OF WAY PURPOSES ONLY. THE EXACT LOCATIONS AND MEASUREMENTS ARE APPROXIMATE AND MAY VARY, BUT THE WIDTH OF THE EASEMENT AREA TO BE ACQUIRED WILL NOT VARY.

		TransCanada <i>In business to deliver</i>	
KEYSTONE XL PROJECT			
EASEMENT AREA			
ACROSS THE PROPERTY OF RICHARD E STELLING AND DARLENE R STELLING ML-NE-AT-30100.000			
PROJECT:	XL	EXHIBIT A	
APPROVED BY:		DRAWING NUMBER	
SLR		XL-08-ML-SK-3398	
NO.		REVISION	
		DATE	
SCALE		DATE	
N.T.S.	11/05/14	DRAWN BY	JN
		CHECKED BY	ALS



AFFIDAVIT OF ANDREW CRAIG

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

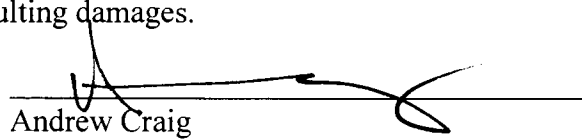
1. My name is Andrew Craig. I am over the age of 18 and have personal knowledge of the matters set forth herein.

2. I am a Manager, Land for TransCanada Keystone Pipeline, LP (“Keystone”).

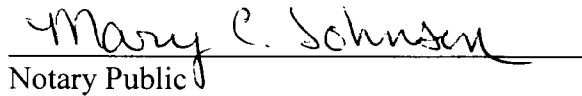
3. In my capacity of Manager, Land, I am familiar with the negotiations with landowners in Nebraska to acquire easements necessary to construct, lay, relay, operate and maintain the Keystone XL Pipeline crossing through Antelope County, Nebraska.

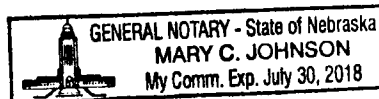
4. Representatives of Keystone attempted to negotiate with the landowners on multiple occasions to acquire the property interests. In addition, I provided Richard E. Stelling and Darlene R. Stelling with a written offer to acquire the property interests. A true and accurate copy of the offer is attached hereto as Exhibit “A” and is incorporated by this reference.

5. I made this offer with the good faith belief that the amount offered meets or exceeds the value of the property taken and any resulting damages.


Andrew Craig

SUBSCRIBED in my presence and sworn to before me on this 19th day of January, 2015.


Notary Public



December 15, 2014

Darlene R. Stelling
Richard E. Stelling
51303 861st Road
Orchard, Nebraska 68764

Andrew Craig
Manager – Land, Keystone Projects
TransCanada Pipelines, USA
13710 FNB Parkway
Omaha NE 68154

tel .402.492.7468
email andrew_craig@transcanada.com
web www.keystone-xl.com

RE: ML-NE-AT-30100.000

Dear Darlene R. Stelling & Richard E. Stelling:

TransCanada Keystone Pipeline, LP ("**Keystone**"), a subsidiary of TransCanada Corporation ("**TransCanada**"), is the owner and operator of the Keystone Pipeline System. Keystone is planning for construction of the portion of the Keystone Pipeline System that extends through Nebraska (the "**Project**"). In connection with the Project, Keystone will construct one pipeline, together with appurtenant facilities, over a route that was selected pursuant to Neb. Rev. Stat. § 57-1501 et seq.

Public records indicate that you are the owner of real estate along the route (the "Property"). In order to construct the pipeline along the above-referenced route, it is necessary to acquire easement rights from you, as the owner of the Property. Keystone representatives have previously been in contact with you in an effort to purchase these necessary permanent and temporary easement rights, and this letter is another attempt to come to an agreement to acquire those easement rights.

This letter is Keystone's offer to purchase the proposed permanent and temporary easements (the "**Easement Area**"), which are described and depicted in the enclosed Easement Agreement.

As consideration for granting these easements, we are offering you the total sum of \$28,968.00. This sum includes \$15,801.00 for the Easement Area, which is based on 100 percent of a fee value, despite the fact that the Easement Agreement grants us significantly fewer property rights than outright fee ownership. Additionally, the amount includes \$10,305.00 for the temporary Easement Area, which is a rental value based on 50 percent of the fee value, and \$2,862.00 for anticipated damages on the right-of-way during the construction year. Finally, we also will provide compensation for any actual damages that exceed the amount paid for anticipated damages, if any occur as the result of construction, including crop loss and any damages to fences, trees or other improvements.

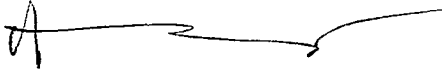
If you choose to accept this offer, please either contact me at 402-492-7468 as soon as possible or sign the enclosed documents (before a notary public as indicated) and return to me in the enclosed envelope. If you elect to contact me, a member of the land team will arrange for the Owners' signature and Keystone's payment to the Owners. If this offer is not accepted prior to 5:00 p.m. on January 16, 2015, it will be deemed as your rejection of the offer.

Our strong preference is to reach voluntary agreement and we will continue these efforts regardless of the initiation of legal processes. We only utilize the statutory process of eminent domain as a last resort and we have waited as long as possible under the time period mandated in Nebraska law, however, we must initiate eminent domain proceedings by mid-January to acquire right-of-way for the above-referenced route if we have not come to an agreement before then.

Finally, there is currently pending in the Nebraska Supreme Court a legal challenge to the statute under which the above-referenced route has been approved. It is not known when the case will be resolved. If the Nebraska Supreme Court issues a decision that impacts the timing or other considerations outlined in this letter, we will contact you to inform you how the decision impacts this proposal.

A member of my land team will follow-up with you or your legal counsel. If you have not heard from us or if you have questions, you are welcome to contact me at 402.492.7468 or by e-mail at andrew_craig@transcanada.com.

Sincerely,

A handwritten signature in black ink, appearing to be 'Andrew Craig', with a long horizontal flourish extending to the right.

Andrew Craig
Manager – Land, Keystone Projects
TransCanada Pipelines, USA

Enclosures

A seller's limited agent may show and list alternative or competing properties without breaching any duty or obligation to the seller.

A seller's limited agent owes no duty or obligation to a customer (buyer) except to disclose, in writing, all adverse material facts actually known by the seller's limited agent. An adverse material fact may include:

1. environmental hazards affecting the property required by law to be disclosed;
2. physical condition of the property;
3. material defects in the property;
4. material defects in the title to the property; and
5. material limitations on the seller's ability to perform under a contract.

A seller's limited agent must also act honestly and fairly in his or her dealings with a buyer.

A seller's limited agent owes no duty to conduct an independent inspection of the property for the benefit of the buyer, or to independently verify the accuracy or completeness of any statement made by the seller or an independent inspector.

A seller's limited agent must, if the buyer is not represented by another licensee, provide a list of tasks that the seller's limited agent may perform for the buyer (customer).

Limited Dual Agency

A limited dual agency is an agent who, with the written, informed consent of all parties to a contemplated real estate transaction, represents both the seller and the buyer. Both parties are clients of the licensee.

A limited dual agent has the same duties and obligations of a limited agent to a seller and the same duties and responsibilities of a limited agent to a buyer except as set out below.

A limited dual agent may disclose any information to one client that is gained from the other, if the information is relevant to the transaction or the client, except that a limited dual agent cannot disclose the following without the informed written consent of the client to whom the information pertains:

1. the buyer is willing to pay more than the purchase price offered;
2. the seller is willing to accept less than the asking price;
3. the motivating factors for any client; or
4. a client will agree to financing terms other than those offered.

The limited dual agent cannot disclose to one client any confidential information about the other unless required by statute or rule, or if failure to disclose would constitute fraudulent misrepresentation.

Common Law Agency

The duties and obligations of an agent under a common law agency agreement exceed the duties and obligations of a limited agent as described in this pamphlet and in Nebraska Statutes, Neb. Rev. Stat. § 76-2401 through 76-2430. For example, a licensee who is authorized by the principal to bind the principal to terms or conditions in a real estate transaction would be a common law agent. A buyer or seller and the real estate broker must enter into this type of agency through a written agreement which specifies the agent's duties and responsibilities, including the duty of confidentiality and the terms of compensation. An agreement such as this will be subject to the common law requirements of agency applicable to real estate licensees.

Nebraska Real Estate Commission

Disclosure of Brokerage Relationships



For Buyers and Sellers

It is your right to know if the licensee involved is representing your interest in the transaction.

The information contained in this disclosure is required by Nebraska law.

Authorized for use July 20, 2002
Required January 1, 2003

Acknowledgement of Disclosure

Agent Copy - Retain in Records

(Printed Name of Licensee)

(Name of Company)

Nebraska statutes require that all licensees, whether brokers or salespersons, inform any and all prospective clients or customers about agency relationships in real estate transactions.

1. The licensee has informed me/us that the licensee will be acting as a:
____ Limited Buyer's Agent
____ Limited Seller's Agent (a written agreement is necessary)
____ Limited Dual Agent (a written consent is necessary)
____ Common Law Agent of the (Specify seller or buyer, and a written agreement is necessary)

AND

2. The licensee has informed me/us that the licensee will be providing brokerage services to me/us as a:
____ Client, representing me/us
____ Customer, not representing me/us

THIS IS NOT A CONTRACT

By signing below, I acknowledge that I have received the information contained in the pamphlet "Brokerage Relationships in Real Estate Transactions" and that it is given to me at the earliest practicable opportunity and, further, if applicable, as a customer, the licensee indicated on this form has provided me with a list of tasks the licensee may perform for me.

____ (Client or Customer Signature) _____ (Date)

____ (Print Client or Customer Name)

____ (Client or Customer Signature) _____ (Date)

____ (Print Client or Customer Name)

General Information

Nebraska licensed real estate brokers and their associate brokers and salespersons are required by law to disclose the type of brokerage relationship they have with the buyers, tenants, sellers, or landlords to whom they are providing services in a real estate transaction. The buyers, tenants, sellers, or landlords may be either clients or customers of a licensee. A client of a licensee is a person or entity who has a brokerage relationship with that licensee. A customer of a licensee involved in a real estate transaction is a person or entity who does not have a brokerage relationship with that licensee, and who is not represented by any other licensee.

There are several types of brokerage relationships that are possible, and you, whether a client or a customer, should understand them at the time a licensee begins to provide brokerage services to you in a real estate transaction. They are: 1) Buyer Limited Agency; 2) Tenant Limited Agency; 3) Seller Limited Agency; 4) Landlord Limited Agency; 5) Dual Limited Agency; and 6) Common Law Agency.

The licensee who is offering brokerage services to you, or who is providing brokerage services for a particular property, must make certain disclosures regarding his/her brokerage relationship in the transaction. These disclosures must be made at the earliest practicable opportunity during or following the first substantial contact with a buyer, tenant, seller, or landlord who does not have a written agreement for brokerage services with another licensee.

All real estate licensees providing brokerage services are buyer's or tenant's limited agents (NO WRITTEN AGREEMENT IS NECESSARY) unless:

1. the licensee has entered into a written agreement with a seller (a listing agreement) or a landlord (a management or leasing agreement) to represent the seller or landlord as their limited agent;
2. the licensee is providing brokerage services as a subagent of another broker who has an agency relationship with a client;
3. the licensee is providing brokerage services under a written consent to dual agency; or
4. the licensee is operating under a written common law agency agreement with a client.

All real estate licensees providing brokerage services are buyer's or tenant's limited agents (NO WRITTEN AGREEMENT IS NECESSARY) unless:

Buyer Agency

A buyer's limited agent is an agent who represents a buyer. A real estate licensee is a buyer's limited agent unless one of the written agreements or consents described in this brochure is in place. A buyer's agency may also be created by written agreement between you and a real estate broker. A buyer's limited agent, in addition to performing under the terms of any written agreement made with the buyer, exercises reasonable skill and care for the buyer and promotes the interests of the buyer with the utmost good faith, loyalty, and fidelity. A buyer's limited agent seeks a price and terms which are acceptable to the buyer, presents all written offers to and from the buyer in a timely manner, discloses, in writing, to the buyer all adverse material facts actually known by the limited agent; and advises the buyer to obtain expert advice on known matters beyond the limited agent's expertise. A buyer's limited agent must account for all money and property received, and must comply with all applicable federal, state, and local statutes, rules, and ordinances.

A buyer's limited agent shall not disclose any confidential information about the buyer unless required by statute or rule, or if failure to disclose would constitute fraudulent misrepresentation.

A buyer's limited agent may retain and compensate other brokers as subagents only with the written agreement of the buyer. (Subagents have the same duties and obligations as the buyer's limited agents.)

A buyer's limited agent may show the same property to competing buyers, and assist competing buyers in attempting to purchase said property, without breaching any duty or obligation to their client.

A buyer's limited agent owes no duty or obligation to a customer (seller) except to disclose, in writing, all adverse material facts actually known by the licensee. Adverse material facts may include adverse material facts concerning the buyer's financial ability to perform the terms of the transaction.

A buyer's limited agent must also act honestly and fairly in their dealings with a seller.

A buyer's limited agent owes no duty to conduct an independent investigation of the buyer's financial condition for the benefit of the seller, or to independently verify the accuracy or completeness of statements made by the buyer or any independent inspector.

A buyer's limited agent must, if the seller is not represented by another licensee, provide a list of tasks that the buyer's limited agent may perform for the seller (customer).

Seller Agency

A seller's limited agent is an agent who has entered into a written agreement to represent a seller. A seller's limited agent performs under the terms of the written agreement; exercises reasonable skill and care for the seller; and promotes the interests of the seller with the utmost good faith, loyalty, and fidelity. A seller's limited agent seeks a price and terms which are acceptable to the seller; presents all written offers to and from the seller in a timely manner; discloses, in writing, to the seller all adverse material facts actually known by the limited agent; and advises the seller to obtain any necessary expert advice on known matters beyond the limited agent's expertise. A seller's limited agent must account for all money and property received, and must comply with all applicable federal, state, and local statutes, rules, and ordinances.

A seller's limited agent shall not disclose any confidential information about the seller unless required to do so by statute or rule, or if failure to disclose would constitute fraudulent misrepresentation.

A seller's limited agent may retain and compensate other brokers as subagents only with the written agreement of the seller. (Subagents have the same duties and obligations as the seller's limited agent.)



**TRANSCANADA KEYSTONE PIPELINE, LP
LANDOWNER OFFER SUMMARY**

Tract#: ML-NE-AT-30100.000

Landowner Name: Richard E. Stelling and Darlene R. Stelling

PERMANENT EASEMENT AND TEMPORARY WORKSPACE

	LENGTH	WIDTH	ACREAGE	PRICE/ACRE	EASEMENT TOTAL
PERMANENT EASEMENT	1,960.00	50.00	2.30	\$6,870.00	\$15,801.00
TEMPORARY WORKSPACE	1,960.00	60.00	2.80	\$3,435.00	\$9,618.00
ADDITIONAL TEMPORARY WORKSPACE			0.20	\$3,435.00	\$687.00
TOTAL CONSIDERATION FOR PERMANENT AND TEMPORARY WORKSPACE ACREAGE					\$26,106.00

ACCELERATED ACQUISITION BONUS	FEET	DIVIDED BY	MILE(S)	PRICE/MILE	TOTAL
	1,960.00	5,280	0.371	\$0.00	\$0.00

CROP DAMAGES

	ROW CROP TYPE	UNIT PRICE	YIELD	ACREAGE		TOTAL
1ST YR	Dryland Corn	\$4.00	135	5.30	x100%	\$2,862.00
	FORAGE CROP TYPE	UNIT PRICE	YIELD	ACREAGE		TOTAL
1ST YR					x100%	
TOTAL RIGHT OF WAY CROP DAMAGES						\$2,862.00

TOTAL CONSIDERATION **\$28,968.00**

LANDOWNER SIGNATURE:	DATE:
LANDOWNER SIGNATURE:	DATE:
LAND AGENT SIGNATURE:	DATE:

TRANSCANADA KEYSTONE PIPELINE, LP

ADVANCE RELEASE OF DAMAGE CLAIMS AND INDEMNITY AGREEMENT

Tract No. : ML-NE-AT-30100.000

We, Richard E. Stelling and Darlene R. Stelling, as joint tenants, of Antelope County, in the State of Nebraska, (hereinafter "Grantor") acknowledge receipt of:

Two Thousand Eight Hundred Sixty Two Dollars and No Cents (\$2,862.00), now paid to Grantor by TransCanada Keystone Pipeline, LP (hereinafter "Company"), in full payment and settlement, in advance, for all damages listed on the Advance Damages Computation Form attached hereto as Appendix A. In consideration of said advance payment, Grantor and Grantor's heirs, executors, administrators and assigns, do hereby release and forever discharge Company from any and all causes of action, suits, debts, claims, expenses, general damages, interest, costs and demands whatsoever, at law and in equity, against Company, which Grantor ever had, has now, or which Grantor's insurers, heirs, executors, administrators, successors or assigns hereafter can, shall or may have in the future, relating to all damage items listed on Appendix A, arising out of, in connection with, or resulting or alleged to have resulted from construction or surveying over, under or on the following lands (hereinafter collectively referred to as the "Lands"):

Situated in the County of Antelope, State of Nebraska:

S/2 SE/4 NE/4, NE/4 SE/4

Section 35, Township 28N, Range 8W

Grantor understands and agrees that payment of such consideration is not deemed to be an admission of liability on the part of Company. Grantor agrees to accept said advance payment on behalf of Grantor and Grantor's tenants, if any, and to take full responsibility for compensating any and all of Grantor's tenants for any damage or loss that is owed to said tenants as a result of Company's use of any pipeline easement acquired by Company from Grantor on the Lands. Grantor will indemnify, defend, and hold Company and the Company's officers, agents, and employees harmless from any claim asserted by Grantor's tenants, tenants' successors-in-interest, or tenants' heirs for compensation, restitution, crop loss, consideration, or damage of any kind that Grantor's tenants may be lawfully entitled to as a result of Company's construction or surveying activity within any easement acquired by Company from Grantor on the Lands.

IN WITNESS WHEREOF, we have hereunto set our hands on this _____ day of

_____, 20_____.

Owner Signature

Owner Signature

Owner/Owner Representative Name

Owner/Owner Representative Name

**TRANSCANADA KEYSTONE PIPELINE, LP
ADVANCE COMPUTATION OF DAMAGES FORM
APPENDIX "A"**

Tract No.: ML-NE-AT-30100.000		Acres: 5.3	
Description: S/2 SE/4 NE/4, NE/4 SE/4 of Section 35 T-28-N R-8-W		County: Antelope	State: Nebraska
<u>OWNER'S NAME AND ADDRESS:</u> Richard E. Stelling and Darlene R. Stelling 51303 861 Road Orchard, NE 68764		<u>TENANT'S NAME AND ADDRESS:</u>	
COMPUTATION OF ADVANCE DAMAGES			
TENANCY BASIS:		TOTAL ACRES 5.3	
DESCRIPTION		ON R/W	
	OWNER	TENANT	
ROW dryland corn damages for construction year:	\$2,862.00		
TOTAL DAMAGES PAYMENT		\$2,862.00	
REPORT OF SETTLEMENT			
OWNER:		TENANT:	
DATE:	CHECK NO.	DATE:	CHECK NO.
AMOUNT:	BY:	AMOUNT:	BY:
REMARKS:			
SIGNATURE:			DATE:
SIGNATURE:			DATE:

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

Employer identification number									

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and
 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

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Sign Here	Signature of U.S. person ▶	Date ▶
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3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

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- An individual who is a U.S. citizen or U.S. resident alien,
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- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

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**Prepared by and after recording
please return to:**
TransCanada Keystone Pipeline, LP
1106 Benjamin Avenue, Suite 600
Norfolk, NE 68701

(Above Space for Recorder's Use Only)

Tract No.: ML-NE-AT-30100.000

**EASEMENT AND RIGHT-OF-WAY
AGREEMENT**

For and in consideration of the sum of Ten Dollars (\$10.00) paid in accordance with this Easement and Right-of-Way Agreement (this "**Agreement**"), the mutual promises of the parties herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged (collectively, the "**Consideration**") **Richard E. Stelling and Darlene R. Stelling, as joint tenants**, whose mailing address is 51303 861 Road, Orchard, NE 68764 (hereinafter called "**Grantor**") does hereby grant, sell, convey and warrant unto **TransCanada Keystone Pipeline, LP**, a limited partnership having its principal place of business at 13710 FNB Parkway, Suite 300, Omaha, Nebraska 68154, its successors and assigns (hereinafter called "**Grantee**"), a perpetual permanent easement and right-of-way (the "**Easement**") for the purposes of surveying, laying, constructing, inspecting, maintaining, operating, repairing, replacing, altering, reconstructing, removing and abandoning in place one (1) pipeline, not to exceed thirty-six inches (36") in nominal pipe diameter, together with all fittings, cathodic protection equipment, pipeline markers, and all other equipment and appurtenances thereto (it being expressly understood, however, that this Easement shall not give Grantee the right to construct or operate above-ground high voltage electrical transmission lines), for the transportation of crude petroleum, oil and

petroleum by-products, on, under, across and/or through a strip of land 50 feet in width, as more particularly described in Exhibit A, which is attached hereto and made a part hereof (the "**Easement Area**") located on real property situated in the County of Antelope, State of Nebraska owned by Grantor and described as follows:

A tract of land containing 59.17 acres, more or less, situated in the County of Antelope, in the State of Nebraska, being further described as the NE1/4 of the SE1/4 and the S1/2 of the SE1/4 of the NE1/4 of Section 35, Township 28 North, Range 8 West of the 6th P.M., as recorded in Book 123, Page 751 and Book 123, Page 750 in the Deed Records of Antelope County, Nebraska; less and except any conveyances heretofore made.

(the "**Property**"). In addition, during the original construction of the pipeline (including, without limitation, Grantee's reclamation, mitigation and/or restoration activities), but in no event longer than twenty-four (24) months from the date Grantee commences actual pipeline installation activities on the Property (the "**Initial Construction Period**"), the easement and right-of-way granted hereunder shall also include the area described under the headings "Temporary Work Space," "Temporary Access Easement" and "Additional Temporary Work Space" and are more particularly described in Exhibit A hereto (the "**Temporary Work Space**"), provided, however, such time shall be extended for such period of time that Grantee is unable to exercise its rights hereunder due to force majeure. For purposes of this Agreement, "force majeure" shall mean any event beyond the reasonable control of Grantee, including, without limitation, weather, soil conditions, government approvals, and availability of labor and materials.

The aforesaid Easement is granted subject to the following terms, stipulations and conditions which are hereby covenanted and agreed to by Grantor. By acceptance of any of the benefits hereunder, Grantee shall be deemed to have agreed to be bound by the covenants applicable to Grantee hereunder.

1. The liabilities and responsibilities of the Grantor and Grantee for claims for damages and losses relating to the Easement, the Easement Area or Temporary Work Space are described in the paragraphs below:

A. Grantee will pay all commercially reasonable costs and expenses that result from the Grantee's, or anyone acting on the Grantee's behalf, use of the Easement Area or Temporary Work Space, including but not limited to damages caused by petroleum leaks and spills and damages to Grantor's crops, pastures, drainage systems, produce, water wells, livestock, bridges, lanes, improvements, equipment, fences, structures or timber, except to the extent the damages are caused by the negligence, recklessness, or willful misconduct of the Grantor or anyone acting on the Grantor's behalf. Notwithstanding the foregoing, Grantor acknowledges and agrees that Grantee has compensated Grantor, in advance, for the reasonably anticipated and foreseeable costs and expenses which may arise out of, are connected with, or relate in any way to Grantor's conveyance of the Easement and the proper installation, presence or operation of the pipeline upon the Property, including but not limited to, any and all tree, crop, plant, timber, harvest or yield loss damages, diminution in value of the Property, or any other reasonably foreseeable damages attributable to or arising from Grantee's proper execution of the initial construction, mitigation, and restoration activities within the Easement.

B. If claims or legal actions for damages arise from Grantee's, or anyone acting on the Grantee's behalf, use of this Easement, Grantee will be responsible for those claims or legal actions, and will defend, indemnify and hold the Grantor harmless in this regard, except to the extent that those claims or legal actions result from the negligence, recklessness, or willful misconduct of the Grantor or anyone acting on the Grantor's behalf.

C. If claims or legal actions arise from the Grantor's, or anyone acting on the Grantor's behalf, entry into, or use of the Easement Area or Temporary Work Space, Grantor will be responsible for those claims or legal actions, and will defend, indemnify and hold the Grantee

harmless in this regard, except to the extent that those claims or legal actions result from the negligence, recklessness, or willful misconduct of the Grantee or anyone acting on the Grantee's behalf.

2. Grantee shall have the right to remove all fences from the Easement Area and the Temporary Work Space, as required for purposes of construction or repairs of Grantee's pipeline, and Grantee shall repair all such fences promptly upon completion of construction or repairs on Grantor's Property to substantially the same condition as such fences were in prior to removal by Grantee. Grantee further shall have the right to install access gates in any fences which cross the Easement Area. Grantee and its designated contractors, employees and invitees hereby agree to keep all access gates closed at all times when not in use to prevent the cattle, horses and/or other livestock located on the Property from straying.

3. Provided its use of the Property does not in any manner interfere with or prevent the exercise by Grantee of its rights hereunder, or create an actual or potential hazard to the pipeline or its appurtenances, the undersigned Grantor, its successors, heirs or assigns, reserve all oil, gas and minerals on and under the Property and the right to farm, graze and otherwise fully use and enjoy the Property; provided, however, that Grantee shall have the right hereafter to cut, keep clear and remove all trees, brush, shrubbery, undergrowth, buildings, engineering works, structures and other obstructions or facilities, without additional compensation, in the Easement Area being conveyed that are deemed by Grantee to injure, endanger or interfere in any manner with the proper and efficient construction, operation, use, inspection, maintenance or repair of said pipeline, or fittings, cathodic protection equipment and other appurtenances thereto; and, provided, further, that Grantor shall not excavate or otherwise alter the ground elevation from such ground elevation that existed at the time construction is completed, construct any dam or otherwise create a water impoundment within or over the Easement Area without prior authorization of Grantee. Grantee shall have all privileges necessary or convenient for the full use of the rights herein granted, together with reasonable ingress and egress over and across that part of the Property located adjacent to the Easement Area and Temporary Work Space, provided, however, except in case of emergency, Grantee agrees that to the extent existing public roads, public rights-of-way, the Temporary Access Easements (if any) or other easements in favor of Grantee provide reasonable access to the Easement Area and Temporary Work Space, Grantee shall use such existing roads, rights-of-way, and easements for ingress and egress.

4. Grantor shall, upon thirty (30) days prior notice to Grantee, further have the right to construct, maintain, repair, and operate above ground fences, roads, streets, alleys, sidewalks, bridges, and drainage pipes across the Easement Area at an angle of not less than forty-five (45) degrees to the Grantee's pipeline; provided, however, Grantor shall exercise said rights in such a manner so that (i) the Grantee's pipeline or its appurtenances located within the Easement Area shall not be endangered, obstructed, injured or interfered with; (ii) Grantee's access to the Easement Area, the Grantee's pipeline and its other appurtenances located thereon are not interfered with; (iii) Grantee shall not be prevented from traveling within and along Easement Area on foot or in vehicle or machinery; (iv) Grantee's pipeline is left with the amount of cover originally installed to allow safe operation of the Grantee's pipeline; (v) the Grantee's pipeline is left with proper and sufficient and permanent lateral support; and (vi) Grantee's use of the Easement Area for the purposes set forth herein is not unreasonably impaired or interfered with.

5. During the Initial Construction Period, Grantee shall also provide suitable crossings on, over and across the Easement Area so as to afford Grantor reasonable access over and across and the Easement Area in accordance with Grantor's customary use of the Property.

6. Grantee shall dispose of all brush and debris, if any, cleared from the Easement Area by burning, chipping, and/or burying, which method of disposal shall be selected by Grantee in Grantee's sole discretion.

7. Grantee shall install the Grantee's pipeline to a minimum depth of forty-eight inches (48") below current grade level and any then existing drainage ditches, creeks and roads, except at those locations where rock is encountered, the pipeline may be installed with a minimum depth of twenty-four inches (24"). Such depth shall be measured from the top of the pipe to the surface of the ground.

8. In areas of cropland, Grantee agrees to cause the topsoil to be removed from the trench to a depth of twelve inches (12") or the topsoil depth, whichever is less, and return, as nearly as practicable, said topsoil to its original, pre-construction position relative to the subsoil.

9. Prior to the conclusion of the Initial Construction Period, Grantee shall grade and slope the Easement Area and Temporary Work Space in order to restore the same to its pre-construction grade to the extent reasonably possible and to the extent such grade does not interfere with the maintenance and/or safe operation of the Grantee's pipeline.

10. Grantee shall maintain the Easement Area (and the Temporary Work Space during the Initial Construction Period) by keeping it clear of all litter and trash during periods when Grantee and its employees, agents, or contractors are on the Property.

11. Notwithstanding anything herein to the contrary, except as otherwise required by applicable laws, regulations or industry standards, Grantee shall not install or maintain any permanent above-ground structures of any kind on or within the Easement Area other than pipeline markers (which markers may be required to be placed along the Easement Area by applicable Department of Transportation Code regulations and other applicable statutes and regulations of governmental authorities) and cathodic protection equipment. After the Initial Construction Period expires, no pipelines, above-ground structures, installations, equipment or apparatus of any kind will be on or within the Temporary Work Space.

12. In the event Grantee elects to abandon the Easement Area in whole or in part, Grantee may, at its sole election, either leave the improvements in place or remove them. In the event Grantee elects to remove the improvements, Grantee shall restore the Easement Area, as nearly as is practicable, to its condition prior to removal. In the event Grantee elects to abandon the improvements in place, Grantee shall comply with all then applicable federal and state laws, rules and regulations relating to such abandonment.

13. Grantor acknowledges and agrees that the information set forth at Exhibit A hereto, including, without limitation, the location and area of the proposed Easement Area depicted, is approximate and preliminary and is based upon publicly available information, calculations, measurements and estimates without the benefit of site-specific on the ground investigation, inspection or survey; Grantor further acknowledges and agrees that Grantee shall have the right to modify the location of the Easement Area and/or Temporary Work Space within the Property as a result of, among other things, site investigation, inspections or surveys, various engineering factors or to correct the legal description of the Easement Area and/or Temporary Work Space to conform with the actual location of the required Easement Area and/or Temporary Work Space. In the event such a modification is required by Grantee, Grantee may modify the location of the Easement Area and/or Temporary Work Space by recording a "Notice of Location" referring to this instrument and setting forth the modified legal description of the Easement Area and/or Temporary Work Space, which description may be set forth by map attached to said Notice. A copy of the Notice shall be delivered to the Grantor. Without limiting Grantee's right to modify the location of the Easement Area and/or Temporary Work Space by recording a "Notice of Location" as aforesaid, Grantor agrees to execute and deliver to Grantee any additional documents Grantee may request to modify or correct the legal description of the Easement Area and/or Temporary Work Space to conform with the actual location of the required Easement Area and/or Temporary Work Space. If such documents are required, they will be prepared by Grantee at its expense. Grantor shall receive additional reasonable compensation only if the acreage within the Easement Area and/or Temporary Work Space increases as a result of the changed location.

14. Grantee shall comply in all material respects, at Grantee's sole cost, with all applicable federal, state, and local laws, rules, and regulations which are applicable to Grantee's activities hereunder, including, without limitation, the construction, use, operation, maintenance, repair and service of the Grantee's pipeline. Notwithstanding the foregoing, Grantee shall not be responsible for any costs that are necessitated, caused by, or are the result of any act or omission of negligence, recklessness, or willful misconduct by the Grantor or anyone acting on the Grantor's behalf.

15. All notices under this Agreement shall be in writing, addressed to the addresses first set forth above and be delivered by certified mail, postage prepaid, and return receipt requested, next business day delivery via a reputable national courier service, regular United States mail, facsimile, e-mail or hand delivery. A party may change its address for notice by giving notice of such change to the other party.

16. The undersigned hereby bind themselves, and their respective heirs, executors, administrators, successors and assigns, to this Agreement unto Grantee, its successors and assigns. The Easement granted hereby shall create a covenant and burden upon the Property and running therewith.

17. It is agreed that this Agreement constitutes the entire agreement between the parties and that no other agreements have been made modifying, adding to or changing the terms of the same. This Agreement shall not be abrogated, modified, rescinded or amended in whole or in part without the consent of Grantor and Grantee, in writing and executed by each of them, and duly recorded in the appropriate real property records.

18. The rights granted hereby to Grantee may be assigned by Grantee in whole or in part, in Grantee's sole discretion.

19. The terms, stipulations, and conditions of this Easement are subject to all applicable laws, regulations, and permit conditions.

20. This Agreement shall be governed by the law of the State in which the Easement Area is situated.

21. This Agreement may be executed in counterparts, each of which shall be considered an original for all purposes; provided, however, that all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, Grantor has executed this Agreement as of the ____ day of _____, 20____.

GRANTOR(S):

Richard E. Stelling

Darlene R. Stelling

[ACKNOWLEDGMENTS APPEAR ON FOLLOWING PAGE]

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ 20__

By **Richard E. Stelling**

Notary Public Signature

Affix Seal Here

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ 20__

By **Darlene R. Stelling**

Notary Public Signature

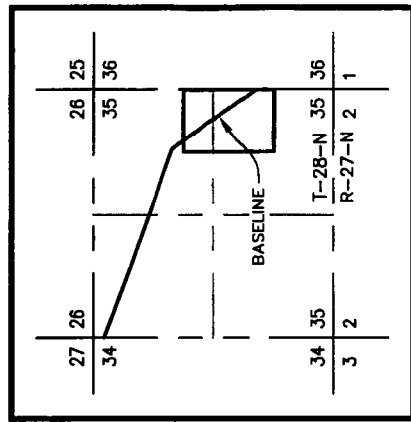
Affix Seal Here

ANTELOPE COUNTY, NEBRASKA

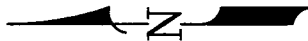
T-28-N, R-8-W, SECTION 35
ML-NE-AT-30100.000

PROPERTY LINE
SECTION LINE
PROPOSED
A.T.W.S.
P.E.R.W.
D.R.A.C.N.

ADDITIONAL TEMPORARY WORKSPACE
PERMANENT EASEMENT & RIGHT OF WAY
DEED RECORDS OF ANTELOPE COUNTY, NEBRASKA



VICINITY MAP
N.T.S.

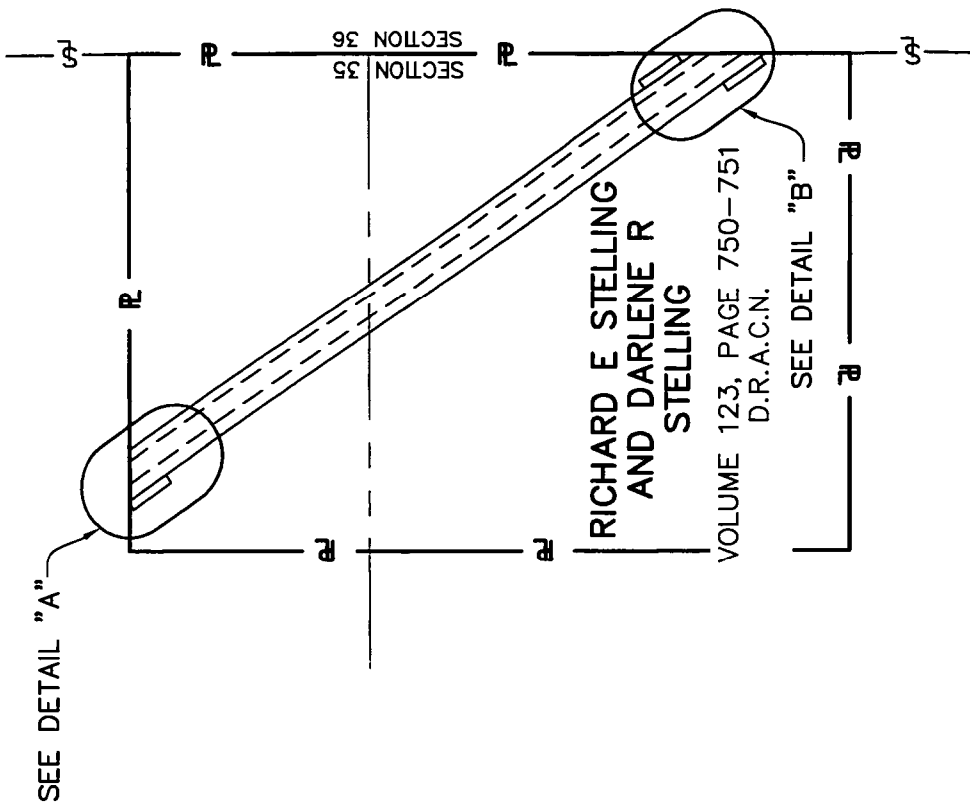


0 250 500
SCALE: 1" = 500'

TRACT LEGAL DESCRIPTIONS:
S/2 SE/4 NE/4, NE/4 SE/4
OF SECTION 35,
T-28-N, R-8-W

NOTE:

THIS SKETCH DOES NOT MEET THE MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS. IT WAS NOT DERIVED FROM AN ON THE GROUND SURVEY BUT IS INTENDED FOR RIGHT OF WAY PURPOSES ONLY. THE EXACT LOCATIONS AND MEASUREMENTS ARE APPROXIMATE AND MAY VARY, BUT THE WIDTH OF THE EASEMENT AREA TO BE ACQUIRED WILL NOT VARY.



TransCanada <i>In business to deliver</i>			
KEYSTONE XL PROJECT			
EASEMENT AREA			
ACROSS THE PROPERTY OF			
RICHARD E STELLING AND			
DARLENE R STELLING			
ML-NE-AT-30100.000			
PROJECT:	XL EXHIBIT A		
APPROVED BY:	DRAWING NUMBER		
SLR	XL-08-ML-SK-3398		
NO.	REVISION		
	DATE		
SCALE	DATE	DRAWN BY	CHECKED BY
1" = 500'	11/05/14	JN	ALS



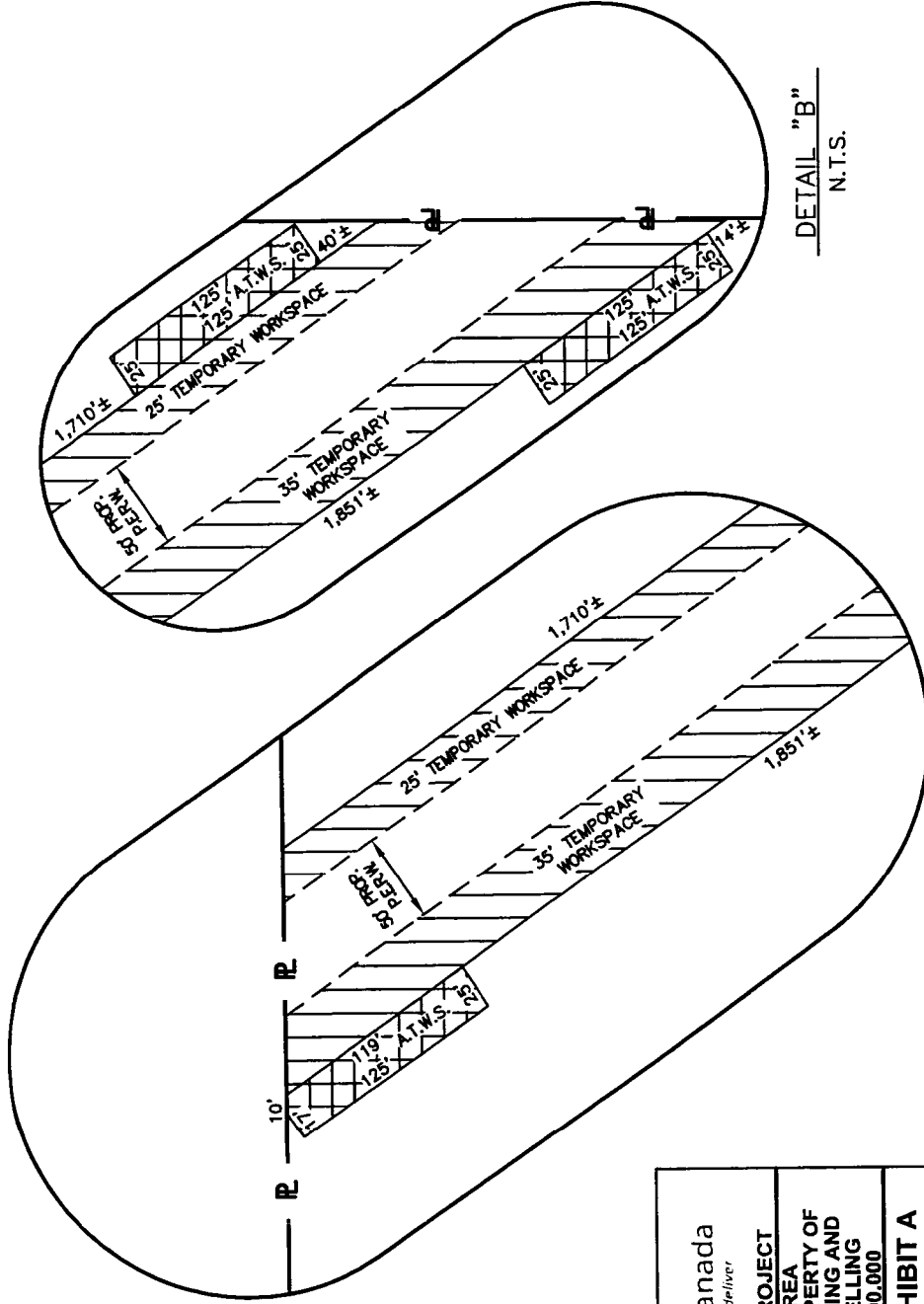
TOTAL DISTANCE ACROSS PROPERTY: 1,960'±
AREA OF PERMANENT EASEMENT: 2.3 ACRES
AREA OF TEMPORARY WORKSPACE: 2.8 ACRES
AREA OF ADDITIONAL TEMPORARY WORKSPACE: 0.2 ACRE

ANTELOPE COUNTY, NEBRASKA

T-28-N, R-8-W, SECTION 35
ML-NE-AT-30100.000

PROPERTY LINE
PROPOSED
ADDITIONAL TEMPORARY WORKSPACE
PERMANENT EASEMENT & RIGHT OF WAY


LEGEND
P. PROP.
A.T.W.S.
P.E.R.W.



NOTE:
THIS SKETCH DOES NOT MEET THE MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS. IT WAS NOT DERIVED FROM AN ON THE GROUND SURVEY BUT IS INTENDED FOR RIGHT OF WAY PURPOSES ONLY. THE EXACT LOCATIONS AND MEASUREMENTS ARE APPROXIMATE AND MAY VARY, BUT THE WIDTH OF THE EASEMENT AREA TO BE ACQUIRED WILL NOT VARY.

DETAIL "A"
N.T.S.

DETAIL "B"
N.T.S.

		TransCanada <i>in business to deliver</i>	
KEYSTONE XL PROJECT			
EASEMENT AREA			
ACROSS THE PROPERTY OF			
RICHARD E STELLING AND			
DARLENE R STELLING			
ML-NE-AT-30100.000			
PROJECT:	XL	EXHIBIT A	
APPROVED BY		DRAWING NUMBER	
SLR		XL-08-ML-SK-3398	
NO.		REVISION	DATE
SCALE		DATE	
N.T.S.		11/05/14	
		DRAWN BY	CHECKED BY
		JN	ALS



KEYSTONE PIPELINE PROJECT
LANDOWNER TENANT CONSTRUCTION RESTRICTIONS
BINDING AGREEMENT

Landowner Name: _____

Tract No: _____ Sketch No: _____

1. **Tenant (if applicable):** Name: _____ Phone No.: _____
Address: _____

2. **Notification Prior to Construction:**

Person to contact: _____

Phone: _____

Address: _____

Days of notice required prior to construction: _____

Other notifications required (tenant, attorney, etc.): _____

3. **Land Use:**

Pasture land: _____ Grazing: _____ If yes, type of livestock: _____

Range land: _____ CRP Lands: _____

Wetland easements: _____ Grassland easements: _____

Agricultural: _____ If yes, type: _____ (Wheat, Corn, etc.)

Estimated yield: _____ Planting date: _____ Harvest date: _____

Timber: _____ If yes, it is merchantable? _____

4. **Existing Utilities:**

Powerlines: _____ If yes, Company: _____ Voltage of line: _____

Water/Sewer Lines: _____ If yes, Owner: _____ Type: _____ (PVC, plastic, steel, etc)

Landowner Utilities: _____ Other: _____

5. **Irrigation and Drainage Systems:**

(Please identify all buried lines, with depth and type noted, and well locations on aerial property image)

Drip: _____ If yes, type: _____ (PVC, Other) Depth of Cover: _____

Landowner's preference for repair: _____ (Landowner, local contractor, pipeline contractor, etc.)

If local, Contractor: _____ Phone No.: _____

Address: _____

Irrigation System: _____ If yes, type: _____ (Flood, pivot, etc.)

If Pivot, what Manufacturer: _____ Model: _____ Year Manufactured: _____

GPS Enabled: _____ Is GPS Wired or Wireless: _____ (Identify Telephone Line if Wired)

Is the Pivot a Full Circle or Windshield Wiper Pivot: _____

Pivot Capable of Reversing (Note if Panel will Require Updating in Comments Section): _____

Reverse Manual or GPS: _____ How Many Barricades/Stops Required: _____

Is there a Corner System: _____ Is the Corner System Reversible: _____

Is the Corner System Controlled by GPS or is it Wired: _____ (If Wired, Identify Wire Location on Attached Map)

Are there any Topography Issues that Prevent the Pivot from Reversing: _____

KEYSTONE PIPELINE PROJECT
LANDOWNER TENANT CONSTRUCTION RESTRICTIONS
BINDING AGREEMENT

Pivot Power Source: _____ (Electric, Diesel, or Natural Gas)
Location of Irrigation Well: _____ Is Well Registered: _____ Gallons per Minute: _____
Depth of Supply Line: _____ Age of Supply Line: _____
Diameter of Supply Line: _____ What is Supply Line Constructed of: _____
Is there a Helper Well: _____ If Yes, Note Specifics such as Well Location and Line Specs in Notes Section)
Note and Identify any Misc. Lines Present on Property: _____
If Power Source is Electric:
Is the Line Direct Bury or Encased in Conduit: _____
If Electric Line is in Same Trench as Water Line, what is the Separation Measured in Feet: _____
Identify the Nearest 3 Phase Power Source: _____
Is there a Water Limitation Power Control Switch: _____ If Yes, How Many Days a Week is the Pivot Non Operational: _____
Notes: _____

6. Fencing:

Type of existing fencing: _____
Temporary gates required: _____
Take down after construction: _____

7. Right-of-Way Clearing/Disposal:

Merchantable timber: _____ Does landowner want it stockpiled? _____
Slash/brush disposal: _____ If yes, method: _____ (Burn, bury, haul off, windrow)
Rock disposal: _____ If yes, does landowner have acceptable location on his property? _____
If yes, attach sketch of location: _____

8. Existing Roads:

Ingress/egress to ROW: _____ If yes, available for contractor use? _____

9. Other Considerations:

Landowner access across right-of-way during construction: _____ (Identify on sketch) Mineral Leases: _____
Water wells within 300' of right-of-way: _____ If so, what is its capacity: _____
Are the wells registered: _____
Septic systems within 150' of right of way: _____
Noxious weeds concerns: _____ Noise & dust control: _____
Private lakes, ponds, tanks: _____ If so, would landowner consider selling water for dust control? _____
Does the property flood: _____ Is the easement area prone to flooding: _____
Terraces: _____ Shelter belts: _____
Hunting Leases: _____ If yes, season: _____
Are ATV's allowed on the property: _____

**KEYSTONE PIPELINE PROJECT
LANDOWNER/TENANT CONSTRUCTION RESTRICTIONS
BINDING AGREEMENT**

10. Restoration:

Seeding: _____ If yes, specify seed mixture: _____

11. Terms, Provisions and Conditions

12. The Parties agree that this document only sets forth certain understandings with respect to construction conditions between Keystone Pipeline and the Landowner/Tenant and their respective heirs, executors, administrators, personal representatives, successors, assigns leasees and agents of the parties hereto. Any additional terms set forth in paragraph 11, or any other terms otherwise beyond the issues and matters specifically addressed in numbered paragraphs 1-10 of this document, shall require the express written approval of an officer or authorized signatory of Keystone Pipeline before constituting a final, enforceable agreement.

Owner: _____ Date: _____

Owner: _____ Date: _____

Tenant: _____ Date: _____

Supervisor: _____ Date: _____



Keystone XL Pipeline

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About The Project

A proposed oil pipeline from Alberta to Nebraska

crude oil, diluted bitumen, route



[Download the Keystone XL overall route map \(PDF, 1.5 MB\)](#)

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The Keystone XL Pipeline Project is a proposed 1,179-mile (1,897 km), 36-inch-diameter crude oil pipeline, beginning in Hardisty, Alta., and extending south to Steele City, Neb. This pipeline is a critical infrastructure project for the energy security of the United States and for strengthening the American economy.

Along with transporting crude oil from Canada, the Keystone XL Pipeline will also support the significant growth of crude oil production in the United States from producers in the Bakken region of Montana and North Dakota.

This pipeline will allow Canadian and American oil producers more access to the large refining markets found in the American Midwest and along the U.S. Gulf Coast.

In May, 2012, TransCanada filed a new application for a Presidential Permit with the U.S. Department of State, a requirement for building any cross-border pipeline. TransCanada also chose to proceed with the southern portion of its Keystone expansion as a separate project, the Gulf Coast Pipeline Project.

In January, 2013, Governor Dave Heineman approved TransCanada's proposed route in Nebraska. The revised route will minimize disturbance of land, water resources and special areas in the state.

On March 1, 2013, the U.S. Department of State released a [Draft Supplementary Environmental Impact Statement \(Draft SEIS\)](#) on Keystone XL that reaffirmed "there would be no significant impacts to most resources along the proposed Project route."

The Keystone XL Pipeline has a projected in-service date of approximately two years after the issuance of a Presidential Permit.

The pipeline will have capacity to transport up to 830,000 barrels of oil per day to Gulf Coast and Midwest refineries, reducing American dependence on oil from Venezuela and the Middle East by up to 40 per cent.

Quick facts

Keystone XL

- 329 miles (529 km) in Canada (Hardisty, Alta., to Monchy, Sask.)
- 840 miles (1,351 km) in the United States (Phillips County, Mont. to Steele City, Neb.)
- 36-inch diameter pipeline
- Capacity of 830,000 barrels per day

About Gulf Coast Pipeline Project

crude oil, Gulf Coast Pipeline

The Gulf Coast Pipeline Project is an approximate 485-mile (780-kilometre), 36-inch crude oil pipeline beginning in Cushing, Okla., and extending south to Nederland, Texas, to serve the Gulf Coast marketplace. The 48-mile (77-kilometre), Houston Lateral Project is an additional project under development to transport oil to refineries in the Houston area.

Both the Gulf Coast Pipeline Project and Houston Lateral Project are critical infrastructure projects for the energy security of the United States and the American economy. U.S. crude oil production has been growing significantly in Oklahoma, Texas, North Dakota and Montana. Producers do not have access to enough pipeline capacity to move this production to the large refining market along the U.S. Gulf Coast. Both projects will address this constraint.

Construction of the Gulf Coast project began in August 2012 with an anticipated in service date of late 2013. The Gulf Coast Project will have the initial capacity to transport 700,000 barrels per day (bbl/d) with the potential to transport 830,000 bbl/d to Gulf Coast refineries.

Visit Gulf-Coast-Pipeline.com to learn more about the Gulf Coast Pipeline.

About Houston Lateral Project

Houston Lateral Pipeline, Texas

The 48-mile Houston Lateral Project is an additional project under development to transport oil to refineries in the Houston, Texas, marketplace. Both the Houston Lateral and the Gulf Coast Pipeline projects will become an integrated component of the Keystone Pipeline System. The facilities will double the U.S. Gulf Coast refining market capacity directly accessible from the Keystone Pipeline System to over four million barrels per day by providing access to the key refining market in the Houston area. Associated facilities include the necessary receipt, delivery, pipeline, pumping, monitoring, control and ancillary facilities required to increase capacity.

The final route of the Houston Lateral, which involves building a pipeline through the counties of Liberty, Chambers and Harris to Houston's refining centre, has been selected to minimize impacts to the land, environment and landowners.

TransCanada has selected [Price Gregory International](#), a [Quanta Services](#) company, to construct and install the Houston Lateral Pipeline.

Learn more: [Read the news release.](#)

Route selection involved balancing different factors such as length; sensitive environmental features (rivers, wetlands, endangered and protected species), construction issues, paralleling existing infrastructure such as roads and other pipelines and considering stakeholder concerns.

Current plans are for construction activities to begin in the fourth quarter of 2013 and commercial operation of the Houston Lateral to commence in 2015.

About Keystone XL Pipeline

The Keystone XL Pipeline is a proposed 1,179-mile (1,897 km), 36-inch-diameter crude oil pipeline beginning in Hardisty, Alberta, and extending south to Steele City, Neb. This pipeline is a critical infrastructure project for the energy security of the United States and for strengthening the American economy.

Along with transporting crude oil from Canada, the Keystone XL Pipeline will also support the significant growth of crude oil production in the United States by allowing American oil producers more access to the large refining markets found in the American Midwest and along the U.S. Gulf Coast.

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Jan 21, 2015



TransCanada statement on Nebraska easements court filing

Jan 20, 2015

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#TransCanada partners with @IntelliView to test new #pipeline leak detection technology. Learn more: <http://t.co/d2p787YVti>

#KeystoneXL has cleared 5 environmental reviews. <http://t.co/NbF2DzXwoJ> It's #TimeToBuild #KXL. <http://t.co/56UpqspgeB>

Get the facts: We have American employees living in 32 states and have operated in the U.S. for over 60 years. #KXL <http://t.co/35LICt5d9u>

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General Enquiries
(toll-free in U.S. and Canada)
1.866.717.7473

Investor & Analyst Enquiries
1.800.361.6522

Landowner Enquiries (U.S.)
1.866.585.7063

Landowner Enquiries (Canada)
1.866.412.5263

Keystone Project E-mail
keystone@transcanada.com

Mailing Address

Shipper Application and Accounting
Visit the Keystone Shipper Information page on TransCanada.com



Keystone XL Pipeline

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Keystone XL and the Oil Sands



Crude oil well understood: Crude oil is tested at TransCanada's Keystone Hardisty Terminal to ensure it meets strict specifications before entering the Keystone pipeline system for transport to the United States.

A strategic resource for North America

Canada is blessed with the third largest deposit of oil in the world. The oil sands are an important and strategic resource for North America and it is critical that they continue to be developed in an environmentally responsible manner. Our society relies on oil in virtually every part of our lives: gasoline to fill up our cars to get us to work every day, diesel fuel used in cultivating and transporting the food we eat and thousands of by-products used to create the plastics found in our phones and computers. In 2013, the U.S. consumed [about 19 million barrels of oil per day](#) and nearly 10 million of that was imported.

Today, Canada supplies the United States with 30 per cent of its oil. The oil sands have been and will continue to be an important part of North America's stable and secure crude oil supply. Keystone XL will help boost U.S. energy security by linking North America's key oil fields in the Northern United States and Canada to its state-of-the-art refinery complexes in the Gulf Coast where they are needed to replace higher-priced oil from places like Venezuela, Russia and the Middle East.

Putting Canada's GHG emissions into context

Despite what you may have heard about the greenhouse gas intensity of Canadian oil sands operations, numerous studies have shown that oil sands crude has a comparable GHG footprint to [nearly half of all crude oils currently refined in the United States](#). In many cases oil sands derived crudes have a smaller GHG footprint than oils derived from [Venezuela and California](#) (two prominent sources for heavy crude oil.) Keystone XL would replace costly, more GHG intensive Venezuelan crude oils with stable, secure oil from Canada and the U.S.

[International Energy Agency Chief Economist, Faith Birol](#), "Canadian oil-sands production, well-to-wheels carbon dioxide emissions are between 0% and 15% higher [than conventional production]. This is really insignificant compared with current worldwide emissions, but it is still important that the industry continues to work at reducing its carbon intensity to reduce Canada's own emissions."

Despite their big impact, the oil sands only make up [7.8 per cent of Canada's total emissions](#). According to the Canadian Association of Petroleum Producers, in 2011, oil sands emissions were [55 million tonnes which is equivalent to 4.3 per](#)

In the News

Canada has done its part and has been a willing and patient partner throughout this process. This project will enhance our relationship with Canada and increase our drive towards North American energy security and independence, and there is no consultation required to arrive at that conclusion.

[Senate Democrats letter to President Obama in support of Keystone XL](#)

Eleven Senate Democrats to President Obama

This process has been exhaustive in its time, breadth and scope. It has already taken much longer than anyone can reasonably justify. This is an international project that will provide our great friend and ally Canada, a direct route to our refineries. These refineries were specifically built to process heavy crude, and Canadian crude will help replace heavy crude imports from unstable and unfriendly countries like Venezuela.

[Senate Democrats letter to President Obama in support of Keystone XL](#)

Eleven Senate Democrats to President Obama

In the case of Canadian oil-sands production, well-to-wheels carbon dioxide emissions are between 0% and 15% higher. This is really insignificant compared with current worldwide emissions, but it is still important that the industry continues to work at reducing its carbon intensity to reduce Canada's own emissions.

[Faith Birol on environmental subsidies, carbon emissions and climate](#)

Faith Birol - IEA Chief Economist

Tags

cent of emissions of U.S. coal sector. That's less than the emissions from three coal-fired power plants in the U.S.

In total, the *entire oil sands industry*, which employs tens of thousands of people and generates billions of dollars of wealth throughout North America contributes approximately 1/630th of global greenhouse gas emissions. Emissions from Keystone XL in global terms are virtually immeasurable.

Continuous Improvement

The oil sands are the result of **technological breakthroughs**. Over time, these breakthroughs have improved environmental performance and helped drive business down costs. The continuous pursuit to enhance the environmental performance of oil sands operations, producers has reduced per-barrel emissions by more than a quarter since 1990.

This commitment to continuous improvement was reflected in the State Department's Final Supplemental Environmental Impact Statement noting that of all heavy crude production in world; only the oil sands are trending downward when it comes to GHG intensity. This speaks volumes about the real commitments to safety, to energy efficiency and the environment that are being fulfilled every day in the North American energy industry.

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About Keystone XL Pipeline

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Along with transporting crude oil from Canada, the Keystone XL Pipeline will also support the significant growth of crude oil production in the United States

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Landowner Enquiries (Canada)

1.866.412.5263

Keystone Project E-mail

keystone@transcanada.com

Mailing Address

by allowing American oil producers more access to the large refining markets found in the American Midwest and along the U.S. Gulf Coast.



TransCanada statement on Nebraska easements court filing

Jan 20, 2015

Shipper Application and Accounting
Visit the Keystone Shipper Information page on TransCanada.com



Keystone XL Pipeline

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- Benefits
- Facts
- Landowners
- Blog
- Environment
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Does the oil to be shipped on Keystone XL contain benzene? What chemicals are added?

All crude oils, as well as gasoline and diesel fuel, contain benzene. Oil to be shipped on Keystone XL will include bitumen from the oil sands in Canada that has been diluted with lighter oils. Most often, these lighter oils used as diluents will be natural gas liquids.

Like other oil pipelines in service in Nebraska, Keystone XL will deliver oil from U.S. sources and from the Canadian oil sands. Oils to be shipped on Keystone XL include light sweet crudes, synthetic crude oils (partially refined bitumen), and diluted bitumen. Concentrations of benzene and similar components that result in the requirements to meet safety requirements in the shipment (including toluene, ethyl benzene, and xylene, typically abbreviated with benzene as BTEX) are present in the oils shipped on Keystone XL at a lower concentration than in diesel fuels or gasoline.

For more information: Additional information is available in Section 6.3 of the NDEQ "Draft Evaluation Report on the Keystone XL Pipeline Nebraska Reroute," available from the [NDEQ](#) homepage. Information is also available in the Final EIS, Section 3.13.

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- Time To Build KXL
- About The Project
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About Keystone XL Pipeline

The Keystone XL Pipeline is a proposed 1,179-mile (1,897 km), 36-inch-diameter crude oil pipeline beginning in Hardisty, Alberta, and extending south to Steele City, Neb. This pipeline is a critical infrastructure project for the energy security of the United States and for strengthening the American economy.

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Get the facts: We have American employees living in 32 states and have operated in the U.S. for over 60 years. #KXL <http://t.co/35LICT5d9u>

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1.866.585.7063

Landowner Enquiries (Canada)
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Understanding Pipeline Easements

An easement is a limited set of rights across a piece of land.

Right-of-way easements are negotiated in good faith between each landowner and their TransCanada representative. The goal is to reach a mutual agreement that grants us the right to construct, operate, and maintain a pipeline across a portion of a piece of the property. And once the project is complete, TransCanada restores the land to its original state, and productivity level.

"If there was ever an easier negotiation, I've not found it."

Marshall Treadwell, Texas Landowner

Easements

- [Read the Keystone Community Connector Newsletter](#)
- [Meet Keystone's Land Manager, Andrew Craig](#)
- [Building trust one household at a time](#)
- [Our commitment to landowners](#)
- [Keystone XL Pipeline – Respect for your land](#)
- [Time to Build KXL](#)
- [Straight Talk About KXL](#)

Key facts about Keystone XL easements

Land ownership never changes hands

Before and after an easement is acquired, landowners own the land. Property ownership never changes hands as a result of an easement agreement — ownership remains with the landowner and they can continue to use the land with few, if any, restrictions.

"The landowner always retains the ownership of the property. So while we don't own the land, we take the responsibility of caring for it very seriously."

Pat Morgan, TransCanada Community Relations Specialist

Voluntary easement agreements

Our goal is always to negotiate voluntary easement agreements. We offer transparency, an open line of communication and a commitment to finding the best way to minimize impact on the land. We make offers based on figures that are at or above market value for an easement. We also factor in potential productivity or crop losses incurred during the process.



"We've worked respectfully and honestly with landowners in acquiring 100 percent of agreements with private landowners in Montana and South Dakota and 84 percent along the Department of Environmental Quality's preferred new route in Nebraska."

Andrew Craig, Land Manager, TransCanada

We make every effort to negotiate

In the event an agreement cannot be reached, a state-approved eminent domain process is initiated to determine the value of compensation paid to the landowner for an easement. This process is only undertaken as an absolute last resort.

*Laws enacted in Nebraska in 2012 require that we begin proceedings to acquire any outstanding easements within two years of the January 2013 approval of the Keystone XL Pipeline route. We recognize the strong sentiments associated with eminent domain. As deadlines in Nebraska law may require us to initiate the process, we are committed to working with the remaining landowners to avoid its use.

No hidden costs to landowners

TransCanada covers all costs associated with:

- Property taxes assessed on the pipeline
- Pipeline construction, operation and maintenance
- Property restoration

KEYSTONE FACT

For Keystone XL, 100 percent of easements in Montana and South Dakota have been acquired voluntarily from private landowners.

[Read More](#)

[Learn more about our commitment to understanding and restoring your land.](#)

[Download the Keystone Landowner's Guide or call 1.866.585.7063 for landowner inquiries.](#)

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Meet Keystone's Land Manager, Andrew Craig

It's probably a smart thing that Andrew Craig has an unlimited minutes plan on his personal cell phone.

TransCanada's Land Manager for Keystone Projects felt it was important to send the message to Nebraska landowners that he has unlimited time to answer their questions and address any concerns they may have about land usage for pipeline projects.

So he has handed out his personal number – to some 7,000 American landowners over the past 10 years.

"I'm very proud of the fact that I can send out widespread communications to thousands of people and say 'If you have any concerns feel free to call me anytime'," said Craig.

"That's the same number my wife calls me on. And I'm very proud of the fact that after all these years, all of the challenges that the project has encountered, I've got the same number."

Born and raised in Nebraska, Craig says he never had any doubt that landowners would be anything but respectful. But he also understands the deep relationship landowners have with their property, which in many cases has been in their family for generations.

While Craig has been at his job for many years, he recognizes that for a landowner approached to negotiate an easement for a pipeline project the process can – at first – be intimidating.

It's his team's job to take the fear out of the process and insure that landowners understand they will retain full ownership of the land. In most cases, they will be paid at or above market value for TransCanada to construct, operate and maintain an underground pipeline that they are likely to never see again in their lifetime.

TransCanada is responsible to restore the productivity of the land, with an ongoing financial guarantee of equivalent productivity. The landowner is able to continue to use the land for agricultural activities and typically that use does not

In the News

Canada has done its part and has been a willing and patient partner throughout this process. This project will enhance our relationship with Canada and increase our drive towards North American energy security and independence, and there is no consultation required to arrive at that conclusion.

[Senate Democrats letter to President Obama in support of Keystone XL](#)

Eleven Senate Democrats to President Obama

This process has been exhaustive in its time, breadth and scope. It has already taken much longer than anyone can reasonably justify. This is an international project that will provide our great friend and ally Canada, a direct route to our refineries. These refineries were specifically built to process heavy crude, and Canadian crude will help replace heavy crude imports from unstable and unfriendly countries like Venezuela.

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In the case of Canadian oil-sands production, well-to-wheels carbon dioxide emissions are between 0% and 15% higher. This is really insignificant compared with current worldwide emissions, but it is still important that the industry continues to work at reducing its carbon intensity to reduce Canada's own emissions.

[Faith Birol on environmental subsidies, carbon emissions and climate](#)

Faith Birol - IEA Chief Economist

Tags

change.

Once that is understood in the vast majority of cases an easement is acquired. In fact, for Keystone XL, 100 per cent of easements have been acquired voluntarily from private landowners in Montana and South Dakota. In Nebraska, where a new route was selected only 18 months ago, 84 per cent of easements have been acquired.

While Craig respects the fact that not all landowners will be supportive of a project, the vast majority feel TransCanada treats them fairly and respectfully.

"You don't hear about it a lot in the media, but we do see a lot of support from families, neighbors, friends in areas where we do have strong support with original Keystone line," he said.

"Those people will take time out of their schedules to come out and share information with new Keystone XL landowners, about the process and the outcome of the process."

Seward, Nebraska's Doug Zimmerman is one of those who did just that, after having a good experience partnering with TransCanada when the first Keystone pipeline went through his 120 acre corn and soy bean farm.

"I have no fear whatsoever for that other pipeline," said Zimmerman. "As a matter of fact, if TransCanada wanted to change the route and put the pipeline through the same easement that the other one is right now, they can come tomorrow.

"Because there's plenty of jobs that people need, not only in this state, but other states from Canada all the way to Texas, that we ought to be utilizing those people and be putting them to work and driving down our oil prices from the foreign countries."

You don't hear about it a lot in the media, but we do see a lot of support from families, neighbors, friends in areas where we do have strong support with original Keystone line."

—Andrew Craig, TransCanada Land Manager, Keystone Projects

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- About
- Benefits
- Facts
- Landowners
- Blog
- Environment
- Safety
- Time To Build
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TransCanada statement on Nebraska easements court filing

Today, TransCanada Keystone Pipeline, LP has filed papers in local courts in nine counties to acquire the remaining 12 per cent of easements from landowners required in the State of Nebraska. This action was required, if needed, within two years of TransCanada receiving its January 2013 approval in the State. That time period expires on January 22, 2015. **This does not eliminate the ability to negotiate voluntary easement agreements.**

The following is a statement from TransCanada's Keystone Projects Land Manager Andrew Craig:

Today, TransCanada has filed the necessary court documents to acquire the remaining 12 percent of Nebraska easements for Keystone XL through eminent domain, a process where compensation for a pipeline easement is determined in local courts, in conjunction with local appraisers.

Despite the filings, TransCanada will continue to work to acquire voluntary easement agreements. If we are unable to come to agreement, a panel of local appraisers appointed by the county court will recommend a value for compensation.

As with voluntary easements, landowners continue to own and farm the land. TransCanada is acquiring the right to construct, operate and maintain a pipeline below ground.

A recent ruling from the Nebraska Supreme Court means the new Keystone XL pipeline route approved by the Governor in January 2013 remains valid. Nebraska siting laws require us to commence eminent domain, if needed, within two years of the State's January 2013 approval of the project. That time period expires Thursday.

Eminent domain is a last resort and our first priority is always to negotiate voluntary agreements with landowners. However, where needed, eminent domain allows necessary commodities like food, oil, natural gas and power to have the safe transportation corridors needed to get to where they are used: in homes, factories and the 250 million vehicles that need to start up each day in America.

We have made numerous offers to negotiate generous agreements with all landowners. These actions today follow our efforts late last year to reach out broadly to remaining landowners and Nebraskans through direct correspondence and through local media to inform them of the timelines we are under as a result of the law. We have waited as long as we could under State law before beginning the process – as we said we would do.

We are pleased that 100 per cent of private landowner easements have been acquired in Montana and South Dakota and that 88 per cent of those in Nebraska have been acquired in less than two years since the state approved the new route.

Andrew Craig
Land Manager
Keystone Projects

In the News

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[Faith Birol on environmental subsidies, carbon emissions and climate](#)

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For more information on easements visit the easements section our website <http://keystone-xl.com/working-with-landowners/easements/>

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Jan 20, 2015

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District Court, Holt County, Nebraska

Byron Terry “Stix” Steskal, et al.

Plaintiffs,

v.

**TransCanada Keystone Pipeline, LP, and
Andrew Craig,**

Defendants.

No. CI 15-6

Judge: Mark D. Kozisek

Affidavit of Brian E. Jorde

State of Nebraska)
)ss.
Douglas County)

Brian E Jorde, being first duly sworn states:

1. My name is Brian E. Jorde. I am a lawyer engaged in the practice of law in Nebraska (NSBA # 23613). I have personal knowledge of the facts recited in this Affidavit and am competent to testify about these facts.
2. My law firm, Domina Law Group pc llo, and I are counsel for the Plaintiffs in Holt County District Court Case No. 15-6 and in York County District Court Case No. 15-12.
3. As part of my responsibility to our clients in these two lawsuits, I examined the public records of County Court filings in Nebraska and determined from those records that these eminent domain proceedings have been initiated in the County Courts and cases as listed below against the Plaintiffs in the Holt County case captioned above: (intentionally continued on the following pages)

<p>Holt CI 15-6</p>	<p>Byron Terry "Stix" Steskal & Diana Steskal</p>	<p>A tract of land containing 480 acres, more or less, situated in the County of Holt, in the State of Nebraska, being further described as the N1/2 and the SE1/4 of Section 29, Township 31 North, Range 13 West of the 6th P.M., as recorded in Book 178, Page 241 and Book 174, Page 462 in the Deed Records of Holt County, Nebraska; less and except any conveyances heretofore made.</p>
<p>Keya Paha CI 15-03</p>	<p>Allpress Brothers, LLC</p>	<p>A tract of land containing 551.05 acres, more or less, situated in the County of Keya Paha, in the State of Nebraska, being further described as the W1/2 NE1/4; N1/2 NW1/4; SE1/4 NW1/4; SE1/4; E1/2 SW1/4; NW1/4 SW1/4; SW1/4 NW1/4; and Lot 2 of Section 13, Township 34 North, Range 17 West of the 6th P.M., as recorded in Book 42, Page 240 in the Deed Records of Keya Paha County, Nebraska; less and except any conveyances heretofore made.</p> <p><i>Less and Except:</i> An irregular tract of land located in the SE1/4 of Section 13 and in Government Lot 5 of Section 24 described as follows: Commencing at the Southeast corner of said SE1/4 of Section 13, assuming a bearing of North 00°00'00" East on the East line of said SE1/4 of Section 13; thence South 88°38'25" West, a distance of . 1887.29 feet to the true point of beginning; thence North 01°29'29" East, a distance of 335.08 feet; thence North 88°30'31" West, a distance of 650.00 feet; thence South 01°29'29" West, a distance of 335.08 feet; thence South 88°30'31" East, a distance of 650.00 feet to the point of beginning, as recorded in Book 42, Page 655.</p> <p>A tract of land containing 189.7 acres, more or less, situated in the County of Keya Paha, in the State of Nebraska, being further described as the NE1/4 of the NE1/4, Lots 4, 5, and 6 of Section 24, Township 34 North, Range 17 West of the 6th P.M., as recorded in Book 42, Page 240 in the Deed Records of Keya Paha County, Nebraska; less and except any conveyances heretofore made.</p>

Antelope CI 15-15	Germaine G. Berry	A tract of land containing 159.62 acres, more or less, situated in the County of Antelope, in the State of Nebraska, being further described as the NE1/4 of Section 17, Township 27 North, Range 7 West of the 6th P.M., as recorded in Book 104, Page 59 in the Deed Records of Antelope County, Nebraska; less and except any conveyances heretofore made.
Antelope CI 15-26	Karen G. Berry	A tract of land containing 79 acres, more or less, situated in the County of Antelope, in the State of Nebraska, being further described as the W1/2 of the SW1/4 of Section 36, T28N, R8W of the 6th P.M., as recorded in Book 95, Page 557 and Book 95, Page 423 in the Deed Records of Antelope County, Nebraska; less and except any conveyances heretofore made.
Antelope CI 15-7	Cheri G. Blocher & Michael J. Blocher	A tract of land containing 160.82 acres, more or less, situated in the County of Antelope, in the State of Nebraska, being further described as the NW1/4 of Section 32, T23N, R5W of the 6th P.M., as recorded in Book 130, Page 98 in the Deed Records of Antelope County, Nebraska; less and except any conveyances heretofore made.
Holt CI 15-32	L.A. Breiner & Sandra K. Breiner	

A tract of land containing 327.61 acres , more or less, situated in the County of Holt, in the State of Nebraska, being further described as All of Section 14, Township 32 North, Range 15 West of the 6th P.M., as recorded in Book 179, Page 195 in the Deed Records of Holt County , Nebraska.

Less and Except: An irregular tract of land located in Section 14, Township 32 North, Range 15 West of the 6th P.M., and Holt county , Nebraska, and more particularly described as follows : Beginning at the Southwest corner of said Section 14; thence N 88 59' 37" E (assumed bearing) on the South line of Section 14, a distance of 2363.46 feet; thence N 44 55' 46" W, a distance of 412.49 feet ; thence N 01 38' 36" E, a distance of 26.70 feet; thence N 44 17' 52" E, a distance of 395.70 feet to a non-tangential curve concave Westerly having a radius of 1449.62 feet; thence Northerly on said curve an arc distance of 2279.25 feet through an angle of 90 05' 14"; thence N 88 47' 12" E, a distance of 749.32 feet to a non-tangential curve concave Westerly having a radius of 1434.63 feet; thence Northerly on said curve an arc distance of 3371.96 feet through an angle of 134 40' 07" to the north line of said Section 14; thence S 88 54' 45" W, on said North line of Section 14, a distance of 2166.37 feet; thence S 01 00' 39" E, a distance of 1253.14 feet to a non-tangential curve concave Easterly having a radius of 1482.14 feet; thence Southerly on said curve an arc distance of 967.34 feet through an angle of 37 23' 42"; thence S 42 04' 17" E, a distance of 170.26 feet; thence N 89 49' 42" W, a distance of 511.66 feet; thence S 78 09' 16" W, a distance of 235.96 feet; thence S 63 51' 41" W, a distance of 365.24 feet; thence S 55 58' 59" W, a distance of 717.07 feet to the West line of said Section 14; thence S 00 57' 23" E on said West line of Section 14, a distance of 2421.51 feet to the point of beginning, of which the West 33 feet is occupied by a public road, referred to as (Survey Tract B), as recorded in Book 199, Page 9.

A tract of land containing 507.52 acres, more or less, situated in the County of Holt, in the State of Nebraska, being further described as all of Section 10, Township 32 North, Range 15 West of the 6th P.M., as recorded in Book 179, Page 195 in the Deed Records of Holt County, Nebraska; less and except any conveyances heretofore made.

		<p>Less and Except: An irregular tract of land located in Section 10, T32N, R15W of the 6th P.M., Holt County, Nebraska, described as follows: Beginning at the Southeast corner of said Section 10, thence S89° 26' 00" W (assumed bearing) on the south line of said Section 10, a distance of 2377.73 feet; thence N 45° 23' 53" W, a distance of 161.16 feet; thence N 35° 58' 23" W, a distance of 256.12 feet; thence N 16° 37' 13" W, a distance of 182.11 feet; thence N 01° 47' 23" W, a distance of 1117.67 feet; thence N 33° 18' 07" E, a distance of 120.12 feet; thence N 54° 19' 00" E, a distance of 1018.88 feet; thence N 70° 22' 41" E, a distance of 239.64 feet; thence N 80° 02' 11" E, a distance of 104.08 feet; thence N 89° 18' 05" E, a distance of 185.48 feet to a non-tangential curve concave southerly having a radius of 2224.95 feet; thence on said curve an arc distance of 561.99 feet through an angle of 14° 28' 20"; thence S 68° 25' 19" E, a distance of 371.44 feet; thence S 57° 26' 08" E, a distance of 167.84 feet; thence S 54° 15' 09" E, a distance of 319.07 feet to the east line of said Section 10; thence S 00° 51' 47" E on said east line of Section 10, a distance of 1856.88 feet to the point of beginning, of which the east 33 feet is occupied by a public, as recorded in Book 199, Page 9.</p> <p>A tract of land containing 640 acres, more or less, situated in the County of Holt, in the State of Nebraska, being further described as all of Section 24, Township 32 North, Range 15 West of the 6th P.M., as recorded in Book 202, Page 501 in the Deed Records of Holt County, Nebraska; less and except any conveyances heretofore made.</p>
Antelope CI 15-4	Jerry & Charlayne Carpenter	<p>A tract of land containing 157.40 acres, more or less, situated in the County of Antelope, in the State of Nebraska, being further described as the NE1/4 of Section 22, Township 26 North, Range 6 West of the 6th P.M., as recorded in Book 125, Page 738 in the Deed Records of Antelope County, Nebraska; less and except any conveyances heretofore made.</p>
Antelope CI 15-31	CHP 4 Farms, LLC	<p>A tract of land containing 310.04 acres, more or less, situated in the County of Antelope, in the State of Nebraska, being further described as the N1/2 of Section 19, T28N, R8W of the 6th P.M., as recorded in Book 128, Page 447 in the Deed Records of Antelope County, Nebraska; less and except any conveyances heretofore made.</p>
Holt CI 15-33	Larry D. Cleary	

		<p>A tract of land containing 240 acres, more or less, situated in the County of Holt, in the State of Nebraska, being further described as the E1/2 of the SW1/4 and the SE1/4 of Section 8, T30N, R12W of the 6th P.M., as recorded in Book 187, Page 182 in the Deed Records of Holt County, Nebraska; less and except any conveyances heretofore made.</p> <p>A tract of land containing 160 acres, more or less, situated in the County of Holt, in the State of Nebraska, being further described as the SE1/4 of Section 15, T30N, R12W of the 6th P.M., as recorded in Book 187, Page 182 in the Deed Records of Holt County, Nebraska; less and except any conveyances heretofore made.</p>
Antelope CI 15-16	Cottonwood Ridge, LLC	<p>A tract of land containing 120 acres, more or less, situated in the County of Antelope, in the State of Nebraska, being further described as the North 120 acres of the NW1/4 of Section 17, Township 27 North, Range 7 West of the 6th P.M., as recorded in Book 126, Page 45 in the Deed Records of Antelope County, Nebraska; less and except any conveyances heretofore made.</p>
Holt CI 15-55	Jeanne Crumly & Ronald C. Crumly	<p>A tract of land containing 150.71 acres, more or less, situated in the County of Holt, in the State of Nebraska, being further described as a part of the SE1/4 of Section 23, Township 29 North, Range 10 West of the 6th P.M., as recorded in Book 195, Page 572 in the Deed Records of Holt County, Nebraska; less and except any conveyances heretofore made.</p> <p>A tract of land containing 157.75 acres, more or less, situated in the County of Holt, in the State of Nebraska, being further described as the SE1/4 of Section 25, T29N, R10W of the 6th P.M., as recorded in Book 178, Page 383 and Book 154, Page 362 in the Deed Records of Holt County, Nebraska; less and except any conveyances heretofore made.</p> <p>Less and Except: The East 330 feet of the South 190 feet of the Southeast Quarter of Section 25, Township 29 North, Range 10 West of the 6th P.M., Holt County, Nebraska, as recorded in Book 183, Page 118.</p>
Antelope CI 15-34	Ken Dittrich	

		A tract of land containing 161.60 acres, more or less, situated in the County of Antelope, in the State of Nebraska, being further described as the NW1/4 of Section 29, T24N, R5W of the 6th P.M., as recorded in Book 127, Page 734, Book 127, Page 85, Book 125, Page 445, Book 115, Page 458, and Book 101, Page 441 in the Deed Records of Antelope County, Nebraska; less and except any conveyances heretofore made.
Holt CI 15-40	Lloyd Hipke & Vencille M. Hipke	<p>A tract of land containing 349.89 acres, more or less, situated in the County of Holt, in the State of Nebraska, being further described as a part of the E1/2 and the NE1/4 of the NW1/4, except North 25 acres of Section 4, Township 32 North, Range 15 West of the 6th P.M., as recorded in Book 200, Page 638, Book 180, Page 128 and Book 179, Page 743 in the Deed Records of Holt County, Nebraska; less and except any conveyances heretofore made.</p> <p><i>Less and Except:</i> A tract of land containing 2.30 acres, more or less, and being out of the NE1/4 of Section 4, Township 32 North, Range 15 West of the 6th P.M., Holt County, Nebraska, and being more particularly described as follows: Commencing at the Northeast Corner of said Section 4; thence West 1100 feet to the point of beginning; thence South 500 feet; thence West 200 feet; thence North 500 feet; thence East 200 feet to the point of beginning, as recorded in Book 175 and Page 271.</p> <p>A tract of land containing 160 acres, more or less, situated in the County of Holt, in the State of Nebraska, being further described as the SW1/4 of Section 3, Township 32 North, Range 15 West of the 6th P.M., as recorded in Book 182, Page 189 in the Deed Records of Holt County, Nebraska; less and except any conveyances heretofore made.</p>
Holt CI 15-54	R. Wynn Hipke & Jill Renee Hipke	A tract of land containing 440 acres, more or less, situated in the County of Holt, in the State of Nebraska, being further described as the W1/2, W1/2 of the NE1/4, and the NE1/4 of the SE1/4 of Section 33, Township 33 North, Range 15 West of the 6th P.M., as recorded in Book 188, Page 29, Book 180, Page 131, and Book 179, Page 742 in the Deed Records of Holt County, Nebraska; less and except any conveyances heretofore made.

Holt CI 15-39	Richard M. Kilmurry	A tract of land containing 480 acres, more or less, situated in the County of Holt, in the State of Nebraska, being further described as the SE1/4, SW1/4, and the NW1/4 of Section 13, Township 32 North, Range 15 West of the 6th P.M., as recorded in Book 182, Page 681, Book 181, Page 450, and Book 181, Page 424 in the Deed Records of Holt County, Nebraska; less and except any conveyances heretofore made.
Holt CI 15-41	Rosemary Kilmurry	<p>A tract of land containing 480 acres, more or less, situated in the County of Holt, in the State of Nebraska, being further described as the E1/2 and the NW1/4 of Section 29, Township 32 North, Range 14 West of the 6th P.M., as recorded in Book 192, Page 664 and Book 168, Page 65 in the Deed Records of Holt County, Nebraska; less and except any conveyances heretofore made.</p> <p>A tract of land containing 640 acres, more or less, situated in the County of Holt, in the State of Nebraska, being further described as all of Section 33, Township 32 North, Range 14 West of the 6th P.M., as recorded in Book 192, Page 664 and Book 168, Page 65 in the Deed Records of Holt County, Nebraska; less and except any conveyances heretofore made.</p> <p>A tract of land containing 319.19 acres, more or less, situated in the County of Holt, in the State of Nebraska, being further described as the W1/2 of Section 3, Township 31 North, Range 14 West of the 6th P.M., as recorded in Book 192, Page 664 and Book 168, Page 65 in the Deed Records of Holt County, Nebraska; less and except any conveyances heretofore made.</p>
Antelope 15-29	Robert R. Krutz & Beverly J. Krutz	A tract of land containing 314.20 acres, more or less, situated in the County of Antelope, in the State of Nebraska, being further described as the E1/2 of Section 34, Township 28 North, Range 8 West of the 6th P.M., as recorded in Book 120, Page 539 in the Deed Records of Antelope County, Nebraska; less and except any conveyances heretofore made.

<p>Holt CI 15-51</p>	<p>LJM Farm, LLC</p>	<p>A tract of land containing 160 acres, more or less, situated in the County of Holt, in the State of Nebraska, being further described as the SE1/4 of Section 32, Township 29 North, Range 9 West of the 6th P.M., as recorded in Book 199, Page 733 and Book 176, Page 230 in the Deed Records of Holt County, Nebraska; less and except any conveyances heretofore made.</p> <p>A tract of land containing 154.87 acres, more or less, situated in the County of Holt, in the State of Nebraska, being further described as the NE1/4 of Section 5, T28N, R9W of the 6th P.M., as recorded in Book 199, Page 731 and Book 176, Page 230 in the Deed Records of Holt County, Nebraska; less and except any conveyances heretofore made.</p> <p>A tract of land containing 156.07 acres, more or less, situated in the County of Holt, in the State of Nebraska, being further described as the SW1/4 of Section 30, T29N, R9W of the 6th P.M., as recorded in Book 199, Page 731, Book 189, Page 507, and Book 189, Page 34 in the Deed Records of Holt County, Nebraska; less and except any conveyances heretofore made.</p>
<p>Antelope CI 15-34 Antelope 15-35</p>	<p>Carol J. Manganaro</p>	<p>A tract of land containing 161.60 acres, more or less, situated in the County of Antelope, in the State of Nebraska, being further described as the NW1/4 of Section 29, T24N, R5W of the 6th P.M., as recorded in Book 127, Page 734, Book 127, Page 85, Book 125, Page 445, Book 115, Page 458, and Book 101, Page 441 in the Deed Records of Antelope County, Nebraska; less and except any conveyances heretofore made.</p> <p>A tract of land containing 157.92 acres, more or less, situated in the County of Antelope, in the State of Nebraska, being further described as the SW1/4 of Section 29, T24N, R5W of the 6th P.M., as recorded in Book 127, Page 733, Book 127, Page 83, Book 119, Page 631, Book 116, Page 437, Book 115, Page 456, and Book 114, Page 671 in the Deed Records of Antelope County, Nebraska; less and except any conveyances heretofore made.</p>

Antelope CI 15-20	Frankie and Sandra Lee Maughan	A tract of land containing 317.98 acres, more or less, situated in the County of Antelope, in the State of Nebraska, being further described as the N1/2 of Section 8, T25N, R5W of the 6th P.M., as recorded in Book 111, Page 121 in the Deed Records of Antelope County, Nebraska; less and except any conveyances heretofore made.
Holt CI 15-31	Earl R. Miller and Beverly A. Miller	<p>A tract of land containing 160 acres, more or less, situated in the County of Holt, in the State of Nebraska, being further described as the SE1/4 of Section 27, T30N, R11W of the 6th P.M., as recorded in Book 185, Page 62 and Book 174, Page 389 in the Deed Records of Holt County, Nebraska; less and except any conveyances heretofore made.</p> <p>A tract of land containing 320 acres, more or less, situated in the County of Holt, in the State of Nebraska, being further described as the E1/2 of Section 34, T30N, R11W of the 6th P.M., as recorded in Book 185, Page 62 and Book 174, Page 389 in the Deed Records of Holt County, Nebraska; less and except any conveyances heretofore made.</p>
Holt CI 15-44	Glen A. and Edna Miller	<p>A tract of land containing 160 acres, more or less, situated in the County of Holt, in the State of Nebraska, being further described as the E1/2 of the E1/2 of Section 11, Township 28 North, Range 9 West of the 6th P.M., as recorded in Book 186, Page 351 in the Deed Records of Holt County, Nebraska; less and except any conveyances heretofore made.</p> <p>A tract of land containing 160 acres, more or less, situated in the County of Holt, in the State of Nebraska, being further described as the NE1/4 of Section 13, T28N, R9W of the 6th P.M., as recorded in Book 186, Page 352 in the Deed Records of Holt County, Nebraska; less and except any conveyances heretofore made.</p>
Holt CI 15-27	Milliron Ranch Corporation	A tract of land containing 640 acres, more or less, situated in the County of Holt, in the State of Nebraska, being further described as all of Section 32, Township 32 North, Range 14 West of the 6th P.M., as recorded in Book 153, Page 623 in the Deed Records of Holt County, Nebraska; less and except any conveyances heretofore made.

		A tract of land containing 314.20 acres, more or less, situated in the County of Antelope, in the State of Nebraska, being further described as the E1/2 of Section 34, Township 28 North, Range 8 West of the 6th P.M., as recorded in Book 120, Page 539 in the Deed Records of Antelope County, Nebraska; less and except any conveyances heretofore made.
Holt CI 15-51	J.D. Mudloff	A tract of land containing 156.07 acres, more or less, situated in the County of Holt, in the State of Nebraska, being further described as the SW1/4 of Section 30, T29N, R9W of the 6th P.M., as recorded in Book 199, Page 731, Book 189, Page 507, and Book 189, Page 34 in the Deed Records of Holt County, Nebraska; less and except any conveyances heretofore made.
Holt CI 15-51	Larry D. Mudloff	<p>A tract of land containing 160 acres, more or less, situated in the County of Holt, in the State of Nebraska, being further described as the SE1/4 of Section 32, Township 29 North, Range 9 West of the 6th P.M., as recorded in Book 199, Page 733 and Book 176, Page 230 in the Deed Records of Holt County, Nebraska; less and except any conveyances heretofore made.</p> <p>A tract of land containing 154.87 acres, more or less, situated in the County of Holt, in the State of Nebraska, being further described as the NE1/4 of Section 5, T28N, R9W of the 6th P.M., as recorded in Book 199, Page 731 and Book 176, Page 230 in the Deed Records of Holt County, Nebraska; less and except any conveyances heretofore made.</p> <p>A tract of land containing 156.07 acres, more or less, situated in the County of Holt, in the State of Nebraska, being further described as the SW1/4 of Section 30, T29N, R9W of the 6th P.M., as recorded in Book 199, Page 731, Book 189, Page 507, and Book 189, Page 34 in the Deed Records of Holt County, Nebraska; less and except any conveyances heretofore made.</p>
Holt CI 15-51	Lori Mudloff	A tract of land containing 156.07 acres, more or less, situated in the County of Holt, in the State of Nebraska, being further described as the SW1/4 of Section 30, T29N, R9W of the 6th P.M., as recorded in Book 199, Page 731, Book 189, Page 507, and Book 189, Page 34 in the Deed Records of Holt County, Nebraska; less and except any conveyances heretofore made.
Holt CI 15-35	Nichols Family Limited	

	Partnership	A tract of land containing 160 acres, more or less, situated in the County of Holt, in the State of Nebraska, being further described as the NE1/4 of Section 22, T29N, R10W of the 6th P.M., as recorded in Book 195, Page 118A in the Deed Records of Holt County, Nebraska; less and except any conveyances heretofore made.
Holt CI 15-21	Richard J. and Ann A. Pongratz	<p>A tract of land containing 240 acres, more or less, situated in the County of Holt, in the State of Nebraska, being further described as the SW1/4 and the S1/2 of the SE1/4 of Section 35, Township 30 North, Range 11 West of the 6th P.M., as recorded in Book 200, Page 216 in the Deed Records of Holt County, Nebraska; less and except any conveyances heretofore made.</p> <p>A tract of land containing 83.85 acres, more or less, situated in the County of Holt, in the State of Nebraska, being further described as the N1/2 of the NE1/4 of Section 2, Township 29 North, Range 11 West of the 6th P.M., as recorded in Book 200, Page 216 in the Deed Records of Holt County, Nebraska; less and except any conveyances heretofore made.</p>
Boyd CI 15-2	Donald J. Rech	A tract of land containing 319.14 acres, more or less, situated in the County of Boyd, in the State of Nebraska, being further described as Lots 3 and 4 (a/k/a N1/2 NW1/4), S1/2 NW1/4, and the SE1/4 of Section 2, T33N, R16W, of the 6th P.M., as recorded in Book 53, Page 142, in the Deed Records of Boyd County, Nebraska; less and except any conveyances heretofore made.
Boyd CI 15-4	Schultz Brothers Farms, Inc.	A tract of land containing 348.64 acres, more or less, situated in the County of Boyd, in the State of Nebraska, being more particularly described as Lots 6, 7, 8, 9, E1/2 of the NE1/4; NW1/4 of the NE1/4; and the NE1/4 of the NW1/4 of Section 19, Township 34 North, Range 16 West of the 6th P.M., as recorded in Book 47, Page 692 in the Deed Records of Boyd County, Nebraska; less and except any conveyances heretofore made.
Holt CI 15-29	Verdon L. Smith and Connie M. Smith	A tract of land containing 319.61 acres, more or less, situated in the County of Holt, in the State of Nebraska, being further described as the E1/2 of Section 4, Township 31 North, Range 14 West of the 6th P.M., as recorded in Book 201, Page 746 in the Deed Records of Holt County, Nebraska; less and except any conveyances heretofore made.
Antelope CI 15-28	Joshua R. Stelling	

		<p>A tract of land containing 173.85 acres, more or less, situated in the County of Antelope, in the State of Nebraska, being further described as the N1/2 of Section 35, Township 28 North, Range 8 West of the 6th P.M., as recorded in Book 125, Page 640, Book 125, Page 530, and Book 125, Page 529 in the Deed Records of Antelope County, Nebraska; less and except any conveyances heretofore made.</p> <p>Less and Except: An irregular tract of land located in the Northwest Quarter of Section 35, Township 28 North, Range 8 West of the 6th P.M., Antelope County, Nebraska, described as follows: Beginning at the NW corner of said NW1/4; thence N89°08'26"E on the north line of said NW1/4, a distance of 1289.33 feet; thence S01°01'09"E, a distance of 264.12 feet to a non-tangential curve concave Northeasterly with a radius of 2060.01 feet, a chord bearing of S30°10'51"E and a chord distance of 1560.24 feet; thence on said curve, an arc distance of 1600.17 feet; thence S05°09'39"W, a distance of 447.35 feet to the south line of the North 92 feet of the S1/2 S1/2 of said NW1/4; thence S89°06'50"W on said South line of the North 92 feet of the S1/2 S1/2 of said NW1/4; thence S89°06'50"W on said south line of the North 92 feet of the S1/2 S1/2 NW1/4, a distance of 1990.30 feet to the west line of said NW1/4; thence N01°19'39"W on said west line of the NW1/4, a distance of 2070.34 feet to the point of beginning, containing 76.705 acres of land, more or less, of which the north 33 feet and the west 33 feet are occupied by a public road, as recorded in Book 125, Page 754.</p> <p>A tract of land containing 151.87 acres, more or less, situated in the County of Antelope, in the State of Nebraska, being further described as the NW1/4 of Section 6, Township 27 North, Range 7 West of the 6th P.M., as recorded in Book 126, Page 185 in the Deed Records of Antelope County, Nebraska; less and except any conveyances heretofore made.</p>
Antelope CI 15-27	Richard E. and Darlene R. Stelling	<p>A tract of land containing 59.17 acres, more or less, situated in the County of Antelope, in the State of Nebraska, being further described as the NE1/4 of the SE1/4 and the S1/2 of the SE1/4 of the NE1/4 of Section 35, Township 28 North, Range 8 West of the 6th P.M., as recorded in Book 123, Page 751 and Book 123, Page 750 in the Deed Records of Antelope County, Nebraska; less and except any conveyances heretofore made.</p>
Antelope CI 15-25	Todd J. Stelling and Lisa J. Stelling	

		<p>A tract of land containing 159.97 acres, more or less, situated in the County of Antelope, in the State of Nebraska, being further described as the NW1/4 of Section 1, Township 27 North, Range 8 West of the 6th P.M., as recorded in Book 118, Page 515 and Book 118, Page 453 in the Deed Records of Antelope County, Nebraska; less and except any conveyances heretofore made.</p>
Antelope CI 15-12	Arthur R. Tanderup and Helen J. Tanderup	<p>A tract of land containing 160.29 acres, more or less, situated in the County of Antelope, in the State of Nebraska, being further described as the SW1/4 of Section 5, Township 26 North, Range 6 West of the 6th P.M., as recorded in Book 116, Page 168 in the Deed Records of Antelope County, Nebraska; less and except any conveyances heretofore made.</p>
Holt CI 15-43	TMAG Ranch, LLC	<p>A tract of land containing 362 acres, more or less, situated in the County of Holt, in the State of Nebraska, being further described as the NE1/4, NW1/4 of the SE1/4, and SW1/4 of Section 18, Township 33 North, Range 15 West of the 6th P.M., as recorded in Book 198, Page 543 in the Deed Records of Holt County, Nebraska; less and except any conveyances heretofore made.</p> <p>A tract of land containing 72.03 acres, more or less, situated in the County of Holt, in the State of Nebraska, being further described as Lot 7 of Section 7, Township 33 North, Range 15 West of the 6th P.M., as recorded in Book 198, Page 543 in the Deed Records of Holt County, Nebraska; less and except any conveyances heretofore made.</p> <p>A tract of land containing 160 acres, more or less, situated in the County of Holt, in the State of Nebraska, being further described as the NW1/4 of Section 17, Township 33 North, Range 15 West of the 6th P.M., as recorded in Book 198, Page 543 in the Deed Records of Holt County, Nebraska; less and except any conveyances heretofore made.</p>
Antelope CI 15-38	Tree Corners Farms, LLC	<p>A tract of land containing 77.86 acres, more or less, situated in the County of Antelope, in the State of Nebraska, being further described as the N1/2 of the SE1/4 of Section 25, T26N, R6W of the 6th P.M., as recorded in Book 127, Page 9 in the Deed Records of Antelope County, Nebraska; less and except any conveyances heretofore made.</p> <p>A tract of land containing 392.24 acres, more or less, situated in the County of Antelope, in the State of Nebraska, being further described as the NE1/4, E1/2 of the SW1/4, and a part of the SE1/4 of Section 30, Township 26 North, Range 5 West of the 6th P.M., as recorded in Book 127, Page 9 in the Deed Records of Antelope County, Nebraska; less and except any conveyances heretofore made.</p>

<p>Holt CI 15-35</p>	<p>Sharyn L. Troester and David W. Troester</p>	<p>The real estate owned by Ms. Troester and identified by Defendants as property to be taken or partially taken by it is:</p> <p>A tract of land containing 3.27 acres, more or less, situated in the County of Holt, in the State of Nebraska, being further described as a part of the NE1/4 of the NE1/4 of Section 26, Township 29 North, Range 10 West of the 6th P.M., as recorded in Book 190, Page 433 in the Deed Records of Holt County, Nebraska; less and except any conveyances heretofore made.</p> <p>A tract of land containing 313.57 acres, more or less, situated in the County of Holt, in the State of Nebraska, being further described as a part of the N1/2 of Section 25, T29N, R10W of the 6th P.M., as recorded in Book 174, Page 580 in the Deed Records of Holt County, Nebraska; less and except any conveyances heretofore made.</p> <p>The real estate owned by the Estate of Hazel V. Nichols and identified by Defendants as property to be taken or partially taken by it is:</p> <p>A tract of land containing 153.66 acres, more or less, situated in the County of Holt, in the State of Nebraska, being further described as a part of the NE1/4 of Section 26, Township 29 North, Range 10 West of the 6th P.M., as recorded in Book 171, Page 432 in the Deed Records of Holt County, Nebraska; less and except any conveyances heretofore made.</p>
<p>Antelope CI 15-23</p>	<p>Judy M. Wagner n/k/a Judy M. Wagner- Olson and Ray Olson</p>	<p>A tract of land containing 160.29 acres, more or less, situated in the County of Antelope, in the State of Nebraska, being further described as the NW1/4 of Section 23, Township 28 North, Range 6 West of the 6th P.M., as recorded in Book 110, Page 620, Book 122, Page 328, and Book 125, Page 90 in the Deed Records of Antelope County, Nebraska; less and except any conveyances heretofore made.</p>
<p>Antelope CI 15-16</p>	<p>Gregory Walmer and Joanne Walmer</p>	

A tract of land containing 379.37 acres, more or less, situated in the County of Antelope, in the State of Nebraska, being further described as the NE1/4, except highway and railroad right of way, E1/2 of the NW1/4, except highway and railroad right of way, and the SW1/4 of Section 8, Township 27 North, Range 7 West of the 6th P.M., as recorded in Book 114, Page 241 in the Deed Records of Antelope County, Nebraska; less and except any conveyances heretofore made.

Less and Except: A tract of land located in part of the E1/2 of the NW1/4 of Section 8, Township 27 North, Range 7 West of the 6th P.M., Antelope County, Nebraska, described as follows: Referring to the NW corner of said NW1/4 section; thence Easterly along the North line of said NW1/4 section, a distance of 1317.93 feet to the NW corner of said E1/2 of the NW1/4 section; being the point of beginning; thence continuing Easterly deflecting 00°00'00", along the North line of said E1/2 of the NW1/4 section, a distance of 1317.93 feet to the NE corner of said E1/2 of the NW1/4 section; thence Southerly deflecting 90°37'08" right, along the East line of said E1/2 of the NW1/4 section, a distance of 79.36 feet; thence Westerly deflecting 87°45'18" right, a distance of 561.50 feet; thence Westerly deflecting 03°48'21" right, a distance of 757.10 feet to the West line of said E1/2 of the NW1/4 section; thence Northerly deflecting 88°28'13" right, along the West line of said E1/2 of the NW1/4 section, a distance of 66.50 feet to the point of beginning, containing an area of 2.53 acres, more or less, which includes 1.21 acres, more or less, previously occupied as public Right of Way, as recorded in Book 122, Page 495

Less and Except: A tract of land located in part of the NE1/4 of Section 8, Township 27 North, Range 7 West of the 6th P.M., Antelope County, Nebraska, described as follows: Beginning at the NW corner of said NE1/4 section; thence Easterly along the North line of said NE1/4 section, a distance of 2636.65 feet to the NE corner of said NE1/4 section; thence Southerly deflecting 90°35'27" right, along the East line of said NE1/4 section, a distance of 258.07 feet; thence Westerly deflecting 90°27'47" right, a distance of 33.00 feet to the West Right of Way line of an existing county road; thence Northerly deflecting 78°43'25" right, a distance of 177.32 feet; thence Westerly deflecting 79°21'02" left, a distance of 1163.24 feet; thence Westerly deflecting 00°58'42" right, a distance of 656.37 feet; thence Westerly deflecting 03°01'10" left, a distance of 751.31 feet to the West line of said NE1/4 section; thence Northerly deflecting 92°14'42" right, along the West line of said NE1/4 section, a distance of 79.36 feet to the point of beginning, containing an area of 4.61 acres, more or less, which includes 2.59 acres, more or less, previously occupied as public Right of Way; as recorded in Book 122, Page 495.

Additional real estate owned by Plaintiff and identified by Defendants on December 29, 2014 as property to be taken or partially taken for a Main Line Valve is:

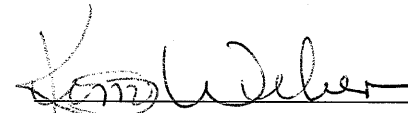
		<p>Full Legal Description: A tract of land containing 379.37 acres, more or less, situated in the County of Antelope, in the State of Nebraska, being further described as the NE1/4, except highway and railroad right of way, E1/2 of the NW1/4, except highway and railroad right of way, and the SW1/4 of Section 8, Township 27 North, Range 7 West of the 6th P.M., as recorded in Book 114, Page 241 in the Deed Records of Antelope County, Nebraska; less and except any conveyances heretofore made.</p> <p>Less and Except: A tract of land located in part of the E1/2 of the NW1/4 of Section 8, Township 27 North, Range 7 West of the 6th P.M., Antelope County, Nebraska, described as follows: Referring to the NW corner of said NW1/4 section; thence Easterly along the North line of said NW1/4 section, a distance of 1317.93 feet to the NW corner of said E1/2 of the NW1/4 section; being the point of beginning; thence continuing Easterly deflecting 00°00'00", along the North line of said E1/2 of the NW1/4 section, a distance of 1317.93 feet to the NE corner of said E1/2 of the NW1/4 section; thence Southerly deflecting 90°37'08" right, along the East line of said E1/2 of the NW1/4 section, a distance of 79.38 feet; thence Westerly deflecting 87°45'18" right, a distance of 561.50 feet; thence Westerly deflecting 03°48'21" right, a distance of 757.10 feet to the West line of said E1/2 of the NW1/4 section; thence Northerly deflecting 88°28'13" right, along the West line of said E1/2 of the NW1/4 section, a distance of 66.50 feet to the point of beginning, containing an area of 2.53 acres, more or less, which includes 1.21 acres, more or less, previously occupied as public Right of Way, as recorded in Book 122, Page 495</p> <p>Less and Except: A tract of land located in part of the NE1/4 of Section 8, Township 27 North, Range 7 West of the 6th P.M., Antelope County, Nebraska, described as follows: Beginning at the NW corner of said NE1/4 section; thence Easterly along the North line of said NE1/4 section, a distance of 2636.65 feet to the NE corner of said NE1/4 section; thence Southerly deflecting 90°35'27" right, along the East line of said NE1/4 section, a distance of 258.07 feet; thence Westerly deflecting 90°27'47" right, a distance of 33.00 feet to the West Right of Way line of an existing county road; thence Northerly deflecting 78°43'25" right, a distance of 177.32 feet; thence Westerly deflecting 79°21'02" left, a distance of 1163.24 feet; thence Westerly deflecting 00°58'42" right, a distance of 656.37 feet; thence Westerly deflecting 03°01'10" left, a distance of 751.31 feet to the West line of said NE1/4 section; thence Northerly deflecting 92°14'42" right, along the West line of said NE1/4 section, a distance of 79.38 feet to the point of beginning, containing an area of 4.61 acres, more or less, which includes 2.59 acres, more or less, previously occupied as public Right of Way; as recorded in Book 122, Page 495.</p>

	Susan "Suz" Straka Heyden	Mrs. Heyden is a citizen, resident, taxpayer, and elector, of Holt County, Nebraska. Mrs. Heyden is beneficiary of a trust holding Nebraska real estate previously under threat of condemnation for the proposed TransCanada KXL pipeline as evidenced by TransCanada's documents. No eminent domain proceedings have been initiated against her.
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Brian E Jorde

Subscribed and sworn to before me by Brian E Jorde on February 4, 2015.



Notary Public

**Affidavit of
James G. Murphy**

State of Vermont)
) ss.
Washington County)

James G. Murphy, being first duly sworn, states under oath:

1. My name is James G. Murphy. I am a lawyer admitted to the practice of law in Vermont (#3367). I have personal knowledge of all facts recited in this Affidavit, and I am competent to testify about these facts. As a regular part of my professional work and responsibilities as an attorney, I perform research including following the filings and activities concerning certain agencies of government. My professional resume accompanies this affidavit as **Exhibit 1**.

2. I have a professional interest in environmental matters and the TransCanada Keystone Pipeline LP proposal to build a transcontinental crude oil pipeline across the United States and Nebraska. This project is known as the Keystone Pipeline or the KXL Pipeline, or KXL project. This professional interest has included research, analysis, writing, and awareness regarding KXL and other pipeline projects seeking to transport tar sands oil from Canada into the United States. As a result, I closely follow actions concerning the United States Department of State, the Office of the President of the United States and the White House, the U.S. Department of Transportation's Pipeline & Hazardous Materials Safety Administration, and other relevant federal agencies. This work gives me personal knowledge of the status of regulatory matters, investigative matters, filings, and the decision making process within these parts of the Federal Government of the United States concerning the KXL project.

3. I have been informed that County Court filings were made by TransCanada Keystone Pipeline Co., LP on or about January 20, 2015 for the purpose of initiating eminent domain proceedings in nine (9) Nebraska Counties. I am aware of public statements by TransCanada announcing this action. I have been informed and understand

that each County Court filings sets in motion the process of eminent domain whereby TransCanada proposes to acquire property rights from Nebraska landowners for the purpose of facilitating construction and operation of its KXL project.

4. TransCanada's statements on its website and in documents provided to the U.S. Department of State disclose that the pipeline will primarily transport unrefined tar sands crude oil from northern Alberta to a terminus in Cushing, Oklahoma. From Cushing, tar sands oil would then be transported to the Gulf Coast in Texas where there is access to refineries and ports. Components of the TransCanada website (www.kxlpipeline.com) and its entries appear in **Exhibit 4**, which consists of pages taken directly from TransCanada's website, accessed through a computer browser on the publicly accessible on the worldwide web. The U.S. State Department also provides a link to the TransCanada Proposed Keystone XL Pipeline Project website (maintained by TransCanada), on its own website at <http://keystonepipeline-xl.state.gov/links/index.htm>.

Federal Project Status

5. The United States Department of State has been delegated responsibility by the Office of the President to grant or deny a permit for an international border crossing based on a determination as to whether such crossing serves the national interest of the United States. This responsibility was designated under Executive Order 13337, entitled "Executive Order 13337: Issuance of Permits With Respect to Certain Energy-Related Facilities and Land Transportation Crossings on the International Boundaries of the United States." It was issued April 30, 2004 by President George W. Bush. This Executive Order appears on the State Department website at <http://www.state.gov/p/wha/rls/95020.htm>.¹ President Bush's Executive Order 13337 amended Executive Order 11423 of August 16, 1968 issued by President Lyndon B Johnson, and it recognized and carried forward portions of Executive Orders 10485 and

¹ The Executive Orders are also available from the United States printing office on the World Wide Web at <http://www.google.com/url?sa=t&rct=j&q=&esrc=s&source=web&cd=2&ved=0CCYQFjAB&url=http%3A%2F%2Fwww.gpo.gov%2Ffdsys%2Fpkg%2FWCPD-2004-05-10%2Fpdf%2FWCPD-2004-05-10-Pg723.pdf&ei=CeRGLVLOpFdGoyAT764CQDQ&usq=AFQjCNFSXq151qB9Jswt2qXfoKHHDgF6WQ&bvm=bv.84349003,d.aWw>

10530 issued September 3, 1953 and May 10, 1954 respectively by President Dwight W. Eisenhower.

6. The process of applying for a Presidential Permit for a Border Crossing has been established by the U.S. Department of State. An official description of the process appears on the State Department's website at <http://www.state.gov/p/wha/rls/fs/2009/114990.htm>. As is detailed there, the legal basis for the Permit Application process is long-standing. The State Department explains the legal basis at this website as follows:

The Department's legal authority to issue Presidential permits for land border crossings, international bridges, oil pipelines and certain other trans-boundary facilities is found in Executive Order 11423 of August 16, 1968, as amended by Executive Order 12847 of May 17, 1993 (58 Fed. Reg. 29511), Executive Order 13337 of April 30, 2004 (69 Fed. Reg. 25299) and, to the extent applicable, the International Bridge Act of 1972 (33 U.S.C. Section 535 et seq.). In processing permit applications, the Department reviews compliance with the National Environmental Policy Act (NEPA) of 1969 (42 U.S.C. Section 4321 et seq.), the National Historic Preservation Act (NHPA) of 1966, as amended (16 U.S.C. Section 470f), the Endangered Species Act of 1973, as amended (16 USC 1531 et seq.), and Executive Order 12898 of February 11, 1994 (59 Fed. Reg. 7629), concerning environmental justice.

7. The State Department describes the status of its review of the proposed KXL pipeline Presidential Permit on its website as follows:

On May 4, 2012, the Department of State received an application from TransCanada Corp. for a proposed pipeline that would run from the Canadian border to connect to a pipeline in Steele City, Nebraska. The new application includes proposed new routes through the state of Nebraska.

The Department's responsibility, under Executive Order 13337, is to determine if granting a permit for the proposed pipeline would serve the national interest. The Department is considering this new application on its merits. Consistent with the Executive Order, this involves consideration of many factors, including energy security, health, environmental, cultural, economic, and foreign policy concerns.

UPDATE

The Department of State issued an Errata Sheet on June 6, 2014 for the Keystone XL Final Supplemental Environmental Impact Statement.

The Federal Register Notice published on February 5, 2014 invited members of the public to comment on any factor they deemed relevant to the national interest determination that will be made for the Presidential Permit application. The 30-day public comment period closed on March 7, 2014. The Department is reviewing and



appropriately considering the more than 2.5 million public comments it received during the comment period. Public comments are posted at www.regulations.gov, Docket ID: DOS-2014-0003.

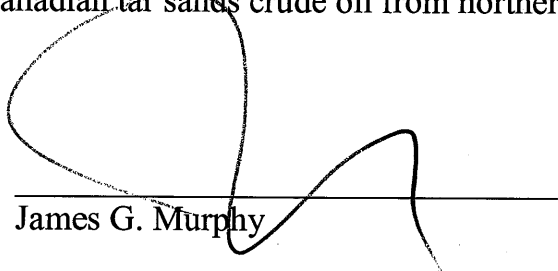
The Department continues to review the Presidential Permit application for the proposed Keystone XL pipeline in a rigorous, transparent, and objective manner. The Presidential Permit review process focuses on whether the proposed Project serves the national interest, which involves consideration of many factors including: energy security; environmental, cultural, and economic impacts; foreign policy; and compliance with relevant federal regulations and issues. During this time, the Department will consult with, at least, the eight agencies identified in Executive Order 13337: the Departments of Defense, Justice, Interior, Commerce, Transportation, Energy, Homeland Security, and the Environmental Protection Agency.

8. Upon information and belief, it is my understanding that the State Department re-started its formal review process of the KXL Presidential Permit application in mid-January 2015. Upon information and belief, it is my understanding that the Federal agencies with which the State Department must communicate have been instructed to submit comments on the KXL national interest determination to the State Department by February 2, 2015. At some point thereafter, a determination of national interest will be prepared by the Secretary of State and sent to the Secretary of Defense, the Attorney General, the Secretary of the Interior, the Secretary of Commerce, the Secretary of Transportation, the Secretary of Energy, the Secretary of Homeland Security, the Administrator of the Environmental Protection Agency, or the heads of the departments or agencies in which the relevant authorities or responsibilities of the foregoing are subsequently conferred or transferred to. The Secretary of State then shall issue or deny the permit in accordance with the proposed determination unless, within 15 days after notification of the above listed officials, an official required to be consulted notifies the Secretary of State that he or she disagrees with the Secretary's proposed determination and requests the Secretary to refer the application to the President. In the event of such a request, the Secretary of State shall consult with any such requesting official and, if necessary, shall refer the application, together with statements of the views of any official involved, to the President for consideration and a final decision.


9. A large number of U.S. State Department documents concerning the KXL project are accessible publicly on the official website of the State Department at http://keystonepipeline-xl.state.gov/proj_docs/. These documents include the Permit Application, Draft Supplemental Environmental Impact Statement, Environmental Report, Independent Engineering Assessment, U.S. Fish & Wildlife Service Biological Opinion, Request for Proposal, and other documents or links to other documents.

10. As of this date, the Secretary of State has not made a national interest determination concerning TransCanada's application to build KXL across the Canadian/United States border. As a result, the KXL pipeline does not have needed federal approval to be constructed or operated as a transboundary, international pipeline for its proposed use of primarily transporting Canadian tar sands crude oil from northern Alberta to Cushing, Oklahoma.

Executed January 29, 2015.


James G. Murphy

Subscribed and acknowledged before me on Jan 29, 2015, by


Notary Public



JAMES G. MURPHY

8 Hebert Road

Montpelier, VT 05602

802.229.1620 (home); 802.552.4325 (work); 802.595.5268 (mobile)

jmurphy@nwf.org (work); jmurphyvt@gmail.com (personal)

PROFESSIONAL EXPERIENCE

ADMITTED TO PRACTICE LAW IN VERMONT; CONNECTICUT; VERMONT FEDERAL DISTRICT COURT; UNITED STATES APPEALS COURTS FOR THE SECOND, THIRD, FIFTH, SIXTH, NINTH, ELEVENTH, AND DISTRICT OF COLUMBIA CIRCUITS; UNITED STATES SUPREME COURT

NATIONAL WILDLIFE FEDERATION

MONTPELIER, VT

Senior Counsel, Summer 2011-Present

- Lead and oversee nationwide legal advocacy on key campaigns, primarily dirty fuels (tar sands and coal development), and water resources/floodplain campaigns.
- Identify and initiate strategic legal actions to achieve policy objectives.
- Foster and maintain collaborative partnerships with NGOs to advance legal objectives.
- Supervise attorneys, policy staff, and legal interns.
- Assist with foundation grant writing and management, and donor cultivation and maintenance.
- Build and maintain strong relations with key decision-makers and agencies.
- Build and maintain strong relations with non-profit organizations, law school legal clinics, and not-for-profit law firms to build power and enhance capacity and strength to advance strategic campaign goals.
- Foster relationships with law school externship programs to allow for year-round opportunities to supervise student externs and interns in order to increase legal capacity.
- Lobby before agencies and legislatures.
- Engage in press relations, including fostering and maintaining relationships with reporters, organizing press events, speaking with press and at press events, and creating press and messaging opportunities in coordination with communications team.
- Present at national environmental conferences and other public forums.

Wetlands and Water Resources Counsel, Summer 2003-Summer 2011

- Developed and coordinated legal efforts among a diverse coalition to protect and restore broad Clean Water Act jurisdiction for rivers, lakes, wetlands, and streams through litigation, agency and legislative engagement, and grassroots education.
- Developed and litigated multiple cases resulting in protections of vital water resources, floodplains, and dependent wildlife, including bringing strategic cases to push urban land use planning to account for habitat and floodplain preservation.
- Assisted with fundraising efforts and grant management.
- Represented leading environmental and conservation organizations in precedent-setting U.S. Supreme Court and Federal Circuit Court of Appeals CWA cases as amicus on seminal Clean Water Act cases such as *Rapanos v. United States*, 547 U.S. 715 (2006); *Couer Alaska v. Southeast Alaska Environmental Council*, 557 U.S. 261 (2009); *S.D. Warren Co. v. Maine Bd. of Environmental Protection*, 547 U.S. 370 (2006); and *South Florida Water Management District v. Miccosukee Tribe of Indians*, 541 U.S. 95 (2004).
- Supervised attorneys and legal interns.
- Lobbied before agencies and legislatures.
- Wrote and produced detailed reports, fact sheets, and other advocacy tools to advance policy solutions and educate grassroots.
- Organized and presented at grassroots summits educating members, supporters, and activists on campaign initiatives and urging action.
- Coordinated with communications team and partners to formulate and execute communication strategy.

CONSERVATION LAW FOUNDATION

MONTPELIER, VT

LL.M. Internship and Volunteer Attorney, Fall 2002-Summer 2003 – Legal advocacy work for prominent regional nonprofit environmental advocacy organization. Responsibilities included litigation duties opposing major highway project and work to propose smart growth alternatives; assisting with state stormwater actions before Federal District Court and Vermont Water Resources Board to cleanup stormwater pollution affecting Lake Champlain; analysis regarding state land use law Act 250's efficacy in controlling sprawl.

Summer Associate, Summer 1996 – Responsibilities included researching and drafting policy analyses evaluating state and federal agency regulations; legal research and writing for various legal actions concerning the CWA, CAA, NFMA, the public trust doctrine, and land use law; assisting in preparation for proceedings before state regulatory boards.

PAUL, FRANK & COLLINS

BURLINGTON, VT

Associate, Fall 1999-Winter 2002 – Corporate, nonprofit, employment, and real estate practice for a full-service Vermont law firm.

CUMMINGS & LOCKWOOD

HARTFORD, CT

Associate, Fall 1998-Fall 1999 – Corporate, real estate, land use, and general transactional law practice for a prestigious New England law firm.

BURAK, ANDERSON & MELLONI, PLC

BURLINGTON, VT

Associate, Summer 1997-Fall 1998 – Environmental, land use, real estate, and corporate practice for small Burlington law firm.

EDUCATION

VERMONT LAW SCHOOL

SOUTH ROYALTON, VT

LL. M. Masters in Environmental Law, course work 2002-2003, research requirements completed and degree received, Spring 2006, *summa cum laude*.

Highest grade in class: Water Resources Law; Ecology and Environmental Science; Land and the Law of Takings; State and Local Government in a Federal System. Completed thesis concerning the integration of land use, air and water quality, and transportation policy in Chittenden County, Vermont (later published in revised form as law review article).

BOSTON COLLEGE LAW SCHOOL

NEWTON, MA

Juris Doctor, May 1997.

Clinical Intern, *Anderson & Kreiger, LLP*, Fall 1996 – Litigation for complex environmental and administrative law case challenging federal fishery regulations for regional fishery.

Research Assistant, *Professor Zygmunt J.B. Plater*, Summer 1995 – Assisted in updating major Environmental Law textbook co-authored by Prof. Plater and published by West Publishing Company.

UNIVERSITY OF VERMONT

BURLINGTON, VT

Bachelor of Arts, May 1992 – Majors in Political Science and History; Minor in English.

Phi Alpha Theta History Society; Dean's List Honors.

UVM Cynic, Weekly Student Newspaper, Arts Section Editor, 1991-1992.

KING'S COLLEGE

LONDON, ENGLAND

Studied International Relations, Summer 1990.

POLITICAL EXPERIENCE

DOUGLAS COSTLE FOR U.S. SENATE

BURLINGTON, VT

Research Coordinator, Summer 1994 – Assisted in formulation of campaign positions, fundraising, and campaign events for U.S. Senate campaign.

MICKENBERG, DUNN, SIROTKIN & DORSCH

MONTPELIER, VT

Assistant Lobbyist, Legislative Session 1994 – Advocated on behalf of clients on issues such as health care, judicial reform, worker's compensation, labor, and family law.

U.S. HOUSE OF REPRESENTATIVES

WASHINGTON, D.C.

House Armed Services Committee, *Assistant Press Secretary*, Fall 1992-Summer 1993 – Assisted in handling press requests; wrote and disseminated press releases; maintained press contacts; assisted in organizing congressional hearings, bill mark-ups, and press conferences.

House Judiciary Committee, *Subcommittee on Crime, Intern*, Summer 1992 – Conducted legislative research; wrote policy and legislative analyses and correspondence on issues such as gun control, crime, environmental crime, and immigration.

BOARD SERVICE

CONSERVATION LAW FOUNDATION - *Vermont Advisory Board*, Fall 2008-Present.

AMERICAN BAR ASSOCIATION – NATURAL RESOURCES & ENVIRONMENT - *Editorial Board Member*, Fall 2009-Present.

VERMONT SIERRA CLUB - *Executive Committee Member*, 2003-2009 (Vice Chair, 2003- 2008); *Chair, Sprawl and Transportation Committee*, Spring 2002-2009.

SELECT LEGAL PUBLICATIONS

Jon Devine, Jan Goldman-Carter, Rebecca Hammer, Joan Mulhern, James Murphy, Jared Thompson, *The Historical Scope of Clean Water Act Jurisdiction*, THE ENVIRONMENTAL FORUM, V. 29, No. 4 (July/August 2012) (published by the Env'tl. Law Inst.).

James Murphy, *Protecting "Isolated" Waters in a Post-Rapanos World*, NAT. WETLANDS NEWSL., Vol. 33, No. 5, 22 (Sept.-Oct. 2011) (published by the Env'tl. Law Inst.).

Jim Murphy, *New Guidance on Clean Water Act Jurisdiction*, 49, American Bar Ass'n, NATURAL RESOURCES & ENVIRONMENT (Summer 2011).

James Murphy, *Factoring Climate Change into TMDLs: Pollution Budgets for a Warming World*, 53, American Bar Ass'n, NATURAL RESOURCES & ENVIRONMENT (Fall 2010).

Brent A. Fewell and James Murphy, *Point-Counterpoint: Repairing the Clean Water Act*, ENGAGE, Vol. 10, Issue 2, 58 (2009) (published by the Federalist Society).

James Murphy, Jan Goldman-Carter, and Julie Sibbing, *Avoidance Avoided: How the New Rule Fails to Adequately Promote Avoidance and Places Difficult-to-Replace Systems at Risk*, NAT. WETLANDS NEWSL., Vol. 31, No. 2, 14 (Mar.-Apr. 2009) (published by the Env'tl. Law Inst.).

James Murphy, Jan Goldman-Carter, and Julie Sibbing, *New Mitigation Rule Promises More of the Same: Why the New Corps and EPA Mitigation Rule Will Fail to Protect Our Aquatic Resources Adequately*, 38 STETSON L. REV. 311 (Winter 2009).

James Murphy, *Slowing the Onslaught and Forecasting Hope for Change: Litigation Efforts Concerning the Environmental Impacts of Coalbed Methane Development in the Powder River Basin*, 24 PACE ENVTL. L. REV. 399 (Summer 2007).

James Murphy and Stephen M. Johnson, *Significant Flaws: Why the Rapanos Guidance Misinterprets the Law, Fails to Protect Waters, and Provides Little Certainty*, 15 SOUTHEASTERN ENVTL. L. J. 431 (Spring 2007).

James Murphy, *Hard to Navigate: Rapanos and the Future of Protecting Our Waters*, A. B. A., NAT. RESOURCES AND ENV'T, Vol. 22, No. 1, 3 (Summer 2007).

James Murphy, *Addressing the Land Use, Environmental Quality, and Transportation Connection in Chittenden County, Vermont: Using NEPA to Arrive at an Affordable, Effective, and Environmentally Responsible Solution for Vermont's Transportation Future*, 31 VT. L. REV. 783 (Summer 2007).

James Murphy, *Muddying the Waters of the Clean Water Act: Rapanos v. United States and the Future of America's Wetlands*, 31 VT. L. REV. 355 (Winter 2007).

James Murphy, *Rapanos v. United States: Wading Through Murky Waters*, NAT. WETLANDS NEWSL., Vol. 28, No. 5, 1 (Sept.-Oct. 2006) (published by the Env'tl. Law Inst.).

James Murphy, *Vermont's Act 250 and the Problem of Sprawl*, 9 ALB. L. ENVTL. OUTLOOK J. 205 (2004).

Jim Murphy, *Calling It Like It Is?*, NAT. WETLANDS NEWSL., Vol. 26, No. 4, 3 (July-Aug. 2004) (published by Env'tl. Law Inst.).

Regular columnist contributor to the ELI publication NATIONAL WETLANDS NEWSLETTER and the ABA publication NATURAL RESOURCES & ENVIRONMENT.

SELECT FORMAL PRESENTATIONS AND GUEST LECTURES

February 28-March 3, 2013, Public Interest Environmental Law Conference: Earth: Too Big to Fail, *Stopping Tar Sands: Avoiding Climate and Environmental Disaster; Unsustainable Energy Development and Infrastructure Challenges*; and *Less than Equal? Congress' Efforts to Deny Fee Recoveries under the Equal Access to Justice Act*.

April 26, 2012, SUNY Buffalo Law School, Beyond Jurisdiction: Wetlands Policy for the Next Generation, *Wetlands Regulation with the Reality of Climate Change*.

March 1-4, 2012, Public Interest Environmental Law Conference: New Frontier: The Political Crossroads of Our Environmental Future, *Keystone XL Pipeline: Drawing a Line in the Sand* and *Clean Water Act Section 404: Year-in-Review*.

March 3-6, 2011, Public Interest Environmental Law Conference: Turning the Tides, *A Decade of Clean Water Act Confusion: Navigating SWANCC and Rapanos*.

February 7, 2011 – Vermont Law School, Lecture Series, *Out of Harm's Way: Reforming America's Misguided National Flood Insurance Program*.

November 4, 2010 – ALI-ABA, Clean Water Act: Law and Regulation, *Section 404: Primer, Problems, and Prospects*.

September 15-16, 2010 – Clean Water Network, Oil, Mining & Gas Water Pollution in the Lower Mississippi River Basin, *Federal Loopholes and Possible Legislative/Regulatory Fixes*.

June 18, 2010 – Vermont Law School, "Hot Topics" Lecture Series, *The Clean Water Act in a Warming World*.

May 20-21, 2010 – ALI-ABA – Eastern Water Resources Conference, *Diving Deeper* (presentation on the issue of agency deference in the context of U.S. Supreme Court CWA cases).

April 7, 2010 – New England Interstate Water Pollution Control Commission, Vulnerable Wetlands Forum, *Protecting Wetlands in a Post-Rapanos World: A Watershed Approach*.

June 3-5, 2009 – Natural Resources Law Center, University of Colorado Law School, Western Water Law, Policy and Management: Ripples, Currents, and New Channels for Inquiry, *Waters at Risk: Clean Water Act Protections Post-Rapanos and the Clean Water Restoration Act*.

April 23, 2009, ALI-ABA, Clean Water Act: Law and Regulation, *Geographical Jurisdiction – Recent Developments in Defining What Are Waters of the U.S.*

Mar 13, 2009, Vermont Bar Association, Mid-Year Meeting, *Clean Water Act Overview*.

Sept. 16-18, 2008, Ass'n of State Wetlands Managers, Wetlands and Global Climate Change, *Synopsis - Global Warming and Wetlands*.

May 15-16, 2008, ALI-ABA, Wetlands Law and Regulation, *Federal Jurisdiction: The World of Post-Rapanos Cases and Policy*.

Mar. 6-9, 2008, Public Interest Environmental Law Conference: Compelling a Climate of Change, *CWA Litigation in a Post-Rapanos World*.

Oct. 25-26, 2007, ALI-ABA, Clean Water Act: Law and Regulation, *Jurisdiction*.

Sept 28-30, 2007, Ass'n of State Wetlands Managers, Watershed-wide Strategies to Maximize Wetland Ecological and Social Services, *Significant Confusion: How Should Justice Kennedy's "Significant Nexus" be Applied and are the Courts and Agencies Applying it Correctly?*

May 9-11, 2007, ALI-ABA, Wetlands Law and Regulation, *Dialogue on Federal Jurisdiction: What Is a Water of the United States, and How Can Landowners and NGOs Challenge Questionable Jurisdiction Determinations?*

Mar. 1-4, 2007, Public Interest Environmental Law Conference: Cultivating Corridors for the People, *Dealing with the Implications of Rapanos v. U.S.: Uncertainty & Waters at Risk.*

Sept. 30, 2006, Vermont Law School, *Panel Discussion on Implications of and Solutions for Rapanos v. United States.*

June 12, 2006, U.S Fish and Wildlife Service, Region 6, *Overview of Section 404 Issues.*

June 8-9, 2006, ALI-ABA, Wetlands Law and Regulation, *Non-SWANCC Litigation and Enforcement.*

Mar. 2-5, 2006, Public Interest Environmental Law Conference: Toward a Global Public Trust, *Clean Water Act Jurisdiction Under Attack, Rapanos and Carabell.*

Oct. 18-19, 2005, Ass'n of State Wetlands Managers, Identifying Waters of the U.S. After *SWANCC*, *Jurisdictional Calls for Permitting, Enforcement: Building a Clean Water Act Case: Ground Water Connections and "Waters of the U.S."*

June 9-10, 2005, ALI-ABA, Wetlands Law and Regulation, *Caselaw Update and Scope of Review for Section 404 Practice: How Small Is the Federal Handle? What Are Cumulative Impacts?*

May 20-21, 2004, ALI-ABA Wetlands Law and Regulation, *What's Jurisdictional Now: Update on Section 404 Jurisdiction.*

Have guest taught several classes at both Vermont Law School and the University of Vermont on issues such as climate change adaptation and floodplains, wetlands law, Clean Water Act, administrative law practice, integrating legal and policy work, and sprawl.

Paul C. Blackburn's Affidavit

State of Minnesota)
) ss:
Hennepin County)

Paul C. Blackburn, being first duly sworn states under oath:

1. My name is Paul C. Blackburn. I am a lawyer admitted to the practice of law in the states of Massachusetts (ret.), Minnesota, North Dakota (inactive), and South Dakota, and the District of Columbia (inactive). I have personal knowledge of all facts recited in this Affidavit, and I am competent to testify about these facts. My professional resume accompanies this affidavit as Exhibit 1. To the extent opinions, including estimates of time, are expressed in this Affidavit, those opinions are based on my education, training, professional experience, professional work on matters described below, and reasonable professional certainty.
2. In 2009 and 2010, I represented Dakota Rural Action, a South Dakota nonprofit organization, in its intervention in the application by TransCanada Keystone Pipeline, L.P., ("TransCanada") to the South Dakota Public Utilities Commission ("Commission") for a permit under the South Dakota Energy Conversion and Transmission Facilities Act, S.D.C.L. Ch. 49-41B ("Energy Facility Siting Law"), to construct the Keystone XL Pipeline Project. The Commission docketed this application as Number HP09-001 ("2009 Docket") (the filings in the docket are available at <https://puc.sd.gov/Dockets/HydrocarbonPipeline/2009/hp09-001.aspx>). I currently represent Bold Nebraska, a Nebraska nonprofit organization, in its intervention in TransCanada's pending Petition for Order Accepting Certification Under S.D.C.L. § 49-41B-27, which the Commission has docketed as Number HP14-001 ("2014 Docket") (the filings in this docket are available at <https://puc.sd.gov/Dockets/HydrocarbonPipeline/2014/hp14-001.aspx>). Due to my representation of clients in the 2009 and 2014 Dockets I am familiar with South Dakota law applicable to permitting of the Keystone XL Pipeline by the Commission, the history of the permitting process for this pipeline, and its current regulatory status.

3. I am also familiar with federal permitting for the Keystone XL Pipeline, including but not limited to its applications for Presidential Permits from the United States Department of State as required by Executive Order 11423 of August 16, 1968, (33 Fed. Reg. 11741) and Executive Order 13337 of April 30, 2004, (69 Fed. Reg. 25229) together with the environmental review required by the National Environmental Policy Act of 1969 (42 U.S.C. § 4321 *et seq.*).

4. The Energy Facility Siting Law requires that certain energy development projects, including projects to develop large crude oil pipelines, obtain a permit from the Commission before they are constructed or operated within South Dakota. S.D.C.L. §§ 49-41B-1; 49-41B-2.1(2). This law authorizes the Commission to issue permits “upon such terms, conditions or modifications of the construction, operation, or maintenance as the commission deems appropriate.” S.D.C.L. § 49-41B-24. The Commission may grant a permit to construct such pipelines under S.D.C.L. § 49-41B-27, which also states: “if such construction, expansion and improvement commences more than four years after a permit has been issued, then the utility must certify to the Public Utilities Commission that such facility continues to meet the conditions upon which the permit was issued.” Should a permittee under the Energy Facility Siting Law fail to commence construction within four years of the issuance date of a permit, it must initiate a new docket in which the Commission must determine if the project continues to comply with any permit conditions. The Commission’s regulations implementing the Energy Facility Siting Law are contained in A.R.S.D. Ch. 20:10:22, but these regulations do not modify the authority of the Commission to condition permits or the law’s certification requirement for projects that fail to commence construction within four years.

5. The Commission’s administrative process under the Energy Facility Siting Law is governed by the South Dakota Administrative Procedure Act, S.D.C.L. Ch. 1-26 (“APA”), and the Commission’s procedural rules, A.R.S.D. Ch. 20:10:01. These laws require that the Commission conduct a contested case proceeding for the 2014 Docket. S.D.C.L. § 1-26-18; A.R.S.D. § 20:10:01:15. A contested case proceeding before the Commission includes a written application; discovery; pre-filed written testimony; an evidentiary hearing including the right to cross examine witnesses; submission of post-hearing initial and reply briefs; creation of a record containing proposed findings and exceptions; issuance of a final order; and an opportunity for rehearing or reconsideration. S.D.C.L. § 1-26-21; A.R.S.D §§ 20:10:01:22.15 – 20:10:01:30.02.

6. On March 12, 2009, TransCanada initiated the 2009 Docket by filing an application with the Commission for an Energy Facility Siting Act permit to construct and operate the Keystone XL Pipeline. Following a contested case proceeding, including a request for reconsideration by TransCanada, the Commission issued its Amended Final Decision and Order on June 29, 2010 (“2010 Final Order”), approximately 15 months after commencement of this docket. The 2010 Final Order included detailed factual and legal findings and imposed 50 permit conditions. 2010 Final Order, Exhibit A. Permit conditions 1 and 2 require that TransCanada “comply with all applicable laws and regulations in its construction and operation of the Project” including but not limited to the requirement for a Presidential Permit.

7. Since issuance of the 2010 Final Order, TransCanada has failed to receive a Presidential Permit for the Keystone XL Pipeline. As a consequence, to date it has not yet received federal or South Dakota authorization to commence construction in South Dakota. As such, TransCanada has not yet commenced construction of the Keystone XL Pipeline in South Dakota and more than four years have passed since June 29, 2010, the date of the 2010 final Order. This inactivity for more than four years triggered the certification process contained in S.D.C.L. § 49-41B-27.

8. On September 15, 2014, TransCanada filed a Petition for Order Accepting Certification Under S.D.C.L. § 49-4 IB-27 (“2014 Petition”), which petition requested an order from the Commission approving TransCanada’s “certification and finding that the Project continues to meet the conditions upon which the permit was issued.” Pending a decision by the Commission in the 2014 Docket, TransCanada may not commence construction of the Keystone XL Pipeline.

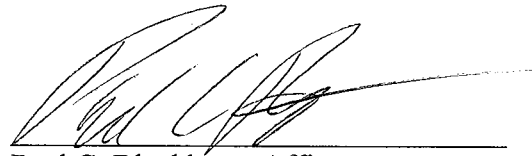
9. The Commission accepted the 2014 Petition and initiated a contested case proceeding. On December 17, 2014, it issued a procedural schedule for this proceeding. The schedule includes the following events and dates:

Milestone	Date
Yankton Sioux Tribe's Motion to Dismiss heard at Commission's regular meeting	January 6, 2015
Initial round of discovery served	January 6, 2015
Initial discovery responses served	February 6, 2015
Final discovery served	February 20, 2015

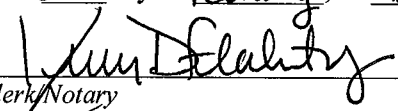
Responses to final discovery served	March 10, 2015
Pre-filed direct testimony filed and served	April 2, 2015
Pre-filed rebuttal testimony filed and served	April 23, 2015
Evidentiary hearing	May 5-8, 2015

10. Although it has not issued a briefing schedule for 2014 Docket, it is likely that scheduling and completing post-hearing briefing will require one to two months. After briefs are submitted, the Commission will likely require an additional one to two months to prepare proposed findings and issue a final order. By way of comparison, the evidentiary hearing in the 2009 Docket ended on November 6, 2010, and the Commission issued its initial Final Order on March 12, 2010, a period of just over four months. Therefore, assuming that the Commission does not change its schedule for the 2014 Docket, it is reasonable to believe that the Commission will not issue a final order in the 2014 Docket until sometime between July and September 2015.

11. It is also possible that one or more parties may file a petition for rehearing or reconsideration of a final order in the 2014 Docket, which together with responsive briefing and a Commission decision could require approximately two additional months.


 Paul C. Blackburn, Affiant

Subscribed to and sworn before me

This 2nd day of February, 20 15

 Clerk/Notary

