

June 2, 2008

Kimberly D. Bose
Secretary
Federal Energy Regulatory Commission
888 First Street, N.E.
Room 1A
Washington, DC 20426

RE: Docket Nos. CP07-208-000, 001
Rockies Express Pipeline LLC, REX-East Project
Request for Notice to Proceed – CONTRACTOR YARDS

Ms. Bose:

On May 30, 2008, the Federal Energy Regulatory Commission ("FERC" or "Commission"), pursuant to Section 7(c) of the Natural Gas Act and Part 157 of the Commission's regulations, issued Rockies Express Pipeline LLC ("Rockies Express") a certificate of public convenience and necessity to construct and operate the REX-East project ("May 30 Order" or "Order").¹ On June 2, 2008, Rockies Express, pursuant to Section 157.20(a) of the Commission's Regulations, 18 C.F.R. § 157.20(a), notified the Commission that it accepted the Commission's Order.

The May 30 Order authorizes Rockies Express to construct and operate the REX-East project subject to identified environmental conditions contained in the Appendix to the Order. In accordance with Condition Nos. 4 & 5 to the Order, Rockies Express is required to file detailed survey alignment maps/sheets for all facilities approved by the Order and to receive written authorization to commence construction prior to actually commencing construction.

Pursuant to Condition Nos. 4 & 5 of the May 30 Order, Rockies Express hereby requests that the Director of Office of Energy Projects provide Rockies Express with written authorization ("Notice to Proceed") to commence construction at several of the contractor yards that will be utilized to construct the REX-East project. Rockies Express requests a Notice to Proceed at these discrete facilities in order that contractors may establish field offices and move their equipment onto these sites to prepare for construction. **Rockies Express respectfully requests written authorization by June 5, 2008.**

¹ Rockies Express Pipeline LLC, 123 FERC ¶ 61, (2008)

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Rockies Express requests written authorization to commence construction at the following 5 locations:

Spread A-1 (Welded Construction)

- Bowling Green Section 9, T53N, R2W Pike County MO

Spread A-2 (Welded Construction)

- Winchester Road Section 33, T14N, R10W Morgan County IL
- Old Hwy 67 Section 7&8 T13N, R10W Morgan County IL
- Taylorville Section 13 T13N, R3W Christian County IL

Spread F (Gregory & Cook Construction)

- Wilmington Military Reserve Clinton County OH

As support for its Notice to Proceed request, Rockies Express submits the following data with respect to the facilities for which authorization to commence construction is sought:

- Aerial photo map for each site;
- Supporting data for each site, including
 - Cultural resource information (privileged and confidential)
 - Satisfaction of specific conditions
 - Landowner agreements.

Please direct any questions with respect to this request for authorization to proceed to Ryan Childs at (307) 760-5635.

Respectfully submitted,

/s/ Curt Moffatt
J. Curtis Moffatt
Shippen Howe
Van Ness Feldman, P.C.
1050 Thomas Jefferson Street, N.W.
Washington, D.C. 20007
Attorneys for
Rockies Express Pipeline LLC

Attachments

cc: Alysa Lykens
Laura Turner
All Parties

**Rockies Express Pipeline LLC
REX-East Project
CP07-208**

April 11, 2008

ATTACHMENT A

Public

**Rockies Express Pipeline LLC
REX-East Project
CP07-208**

April 11, 2008

ATTACHMENT B

**Contains Privileged Information –
Do Not Release**

**ROCKIES EXPRESS PIPELINE LLC
DOCKET NO. CP07-208-000
REQUEST FOR NOTICE TO PROCEED
CONTRACTOR YARDS**

1.0 INTRODUCTION

Rockies Express Pipeline LLC (Rockies Express) is requesting a Notice to Proceed from the Federal Energy Regulatory Commission (FERC) to commence certain construction activities associated with the Rockies Express Pipeline-East (REX-East) Project that have been authorized in this docket. Specifically, and as more fully described herein, Rockies Express requests approval to proceed with the use of several contractor yards that will be used to mobilize construction crews and accommodate equipment and materials required for pipeline construction. Section 2.0 of this Notice to Proceed request shows the requested facilities in table and text format.

In summary, Rockies Express has completed cultural resources surveys of the requested contractor yards such that the FERC's obligation to the comply with section 106 of the National Historic Preservation Act (NHPA) can be demonstrated through concurrence with the results of the surveys by the various appropriate State Historic Preservation Offices (SHPO). In addition, compliance with section 7 of the Endangered Species Act can be demonstrated for the contractor yards through consultations and surveys with the appropriate U.S. Fish and Wildlife Service (FWS) field offices. Section 4.1.1 of this Notice to Proceed discusses section 7 compliance and section 4.1.3 of this Notice to Proceed discusses the status of cultural resources surveys and SHPO concurrence.

Rockies Express respectfully requests issuance of the Notice to Proceed for these proposed areas by **June 5, 2008**.

2.0 DESCRIPTION OF FACILITIES

The following table identifies the locations of yards included with this Notice to Proceed request. Several of the proposed contractor yards are different from those presented in the Final Environmental Impact Statement (FEIS). Section 3.3 below discusses further the new contractor yards as well as requests approval of these areas in writing, as required by Certificate Condition No. 5. Maps clearly defining the area requested are included as Attachment A.

TABLE 2.1-1 Rockies Express Pipeline-East Project Locations of Contractor Yards			
Contractor Yard	Location (legal description)	Approximate Acreage and Land Use	Drawing
Bowling Green	Section 9, T53N, R2W, Pike County, Missouri	15 acres; Commercial/Industrial	1280-A-CYARD-1A
Old Highway 67	Sections 7 and 8, T13N, R10W, Morgan County, Illinois	13 acres; Commercial/Industrial	1280-A-CYARD-1B
Winchester Road	Section 33, T14N, R10W, Morgan County, Illinois	4 acres; Open	1280-A-CYARD-1C
Taylorville	Section 13, T13N, R3W, Christian County, Illinois	20 acres; Commercial/Industrial	1280-A-CYARD-2A

**Rockies Express Pipeline-East Project
Request for Notice to Proceed with Contractor Yards**

TABLE 2.1-1 Rockies Express Pipeline-East Project Locations of Contractor Yards			
Contractor Yard	Location (legal description)	Approximate Acreage and Land Use	Drawing
Wilmington	Military Reserve, Clinton County, Ohio	15 acres; Agricultural and Commercial/Industrial	1280-A-CYARD-5A

3.0 CERTIFICATE CONDITIONS

Attachment B summarizes Rockies Express' compliance with each of the FERC's 147 Certificate Conditions for the REX-East Project, and it identifies where Rockies Express has addressed its compliance with each (i.e., in a prior filing or in this Request for Notice to Proceed). Note that Rockies Express filed its Initial Implementation Plan in compliance with Certificate Condition No. 6 on May 2, 2008.

Table 3-1 summarizes Rockies Express' responses to the Certificate Conditions that are applicable and specific to its Notice to Proceed request for the contractor yards.

TABLE 3-1 Rockies Express Pipeline-East Project Certificate Conditions Applicable to Contractor Yards	
No.	Condition Requirement (summarized)
1	Follow construction procedures and mitigation measures described in application, supplemental filings (including responses to staff data requests), and identified in the EIS, unless modification is requested and approved.
4	Authorized facility locations are shown in the EIS, as supplemented by filed alignment sheets. Modifications or site-specific clearances must be written and reference locations on alignment maps/sheets.
5	File alignment maps/sheets and aerial photographs at 1:6,000-scale identifying all route realignments or facility relocations, and areas that would be used or disturbed and have not been previously identified for approval.
6	Implementation Plan – Gantt chart
54	File locations by milepost of springs, seeps, and wells identified within 150 feet of construction work areas.
79	File CRP locations, agency correspondence, and mitigation measures to protect CRP lands.
89	Complete bat surveys prior to construction and implement mitigation measures for 2008 surveys.
91	File specific mitigation measures in accordance with BA that apply within an identified habitat unit ID.
141	Defer construction and use of all facilities until cultural resources surveys and SHPO consultations have been completed.

3.1 Certificate Condition No. 1

Rockies Express does not require any modifications to the construction procedures and mitigation measures described in its application and supplements (including responses to staff data requests) and as identified in the FEIS and the Certificate for the construction of the contractor yards requested herein.

3.2 Certificate Condition No. 4

Rockies Express is providing herein as Attachment A detailed maps of the contractor yards requested herein at a scale not smaller than 1:6,000 with station positions for all facilities approved by the Order.

Rockies Express Pipeline-East Project
Request for Notice to Proceed with Contractor Yards

3.3 Certificate Condition No. 5

Rockies Express has modified the locations of contractor yards from that identified in the FEIS. Rockies Express had anticipated obtaining lease agreements for the use of the contractor yards identified in its application and presented in the FEIS. However, discussions with the landowner(s) of the originally identified contractor yards were unsuccessful and resulted in Rockies Express seeking alternative contractor yard locations.

In accordance with Certificate Condition No. 5, Rockies Express is requesting approval in writing by the Director of OEP before use of these areas. Table 2.1-1 above lists the existing land use/cover type associated with each new area. Rockies Express hereby certifies that it has obtained documentation of landowner approval, which is included as Attachment C. Condemnation for the contractor yards included in this Notice to Proceed request will not be required. Further, information regarding state- and federally threatened or endangered species is discussed in section 4.1.1, and cultural resources compliance is discussed in section 4.1.3. Maps clearly defining the area requested are included as Attachment A.

3.4 Certificate Condition No. 6

Rockies Express filed its Initial Implementation Plan, items a. through f. in its acceptance of the Commission's Order. As required by item f. of Certificate Condition No. 6, Rockies Express is filing as Attachment D a Gantt chart showing the completion of all required surveys and reports; the mitigation training of on-site personnel; the start of construction; and the start and completion of restoration.

3.5 Certificate Condition No. 54

The construction work areas associated with the contractor yards requested herein are not within 150 feet of any known springs, seeps, or wells.

3.6 Certificate Condition No. 79

Rockies Express has confirmed that no construction work areas associated with the contractor yards requested herein will impact any Conservation Reserve Program lands.

3.7 Certificate Condition No. 89

No construction work areas associated with the contractor yards requested herein will require Indiana bat surveys in 2008.

3.8 Certificate Condition No. 91

As no construction work areas associated with the contractor yards requested herein will require Indiana bat surveys, no specific mitigation measures in accordance with the Biological Assessment will be necessary.

3.9 Certificate Condition No. 141

Information regarding compliance with section 106 of the NHPA and the status of cultural resources surveys and SHPO correspondence is discussed in section 4.1.3 of this Notice to Proceed request.

Rockies Express Pipeline-East Project
Request for Notice to Proceed with Contractor Yards

4.0 ENVIRONMENTAL CLEARANCES

4.1 Status of Required Permits and Authorizations

Table 4.1-1 lists the status of permits applicable to the contractor yards included in this Notice to Proceed request. Permits or authorizations not listed are not required for or are exempt from the activities requested at the contractor yards.

TABLE 4.1-1 Rockies Express Pipeline-East Project Status of Permits – Contractor Yards		
Agency/Permit	Date Application Submitted	Permit Receipt Date (or Anticipated)
FEDERAL PERMITS		
Certificate of Public Convenience and Necessity	4/30/2007	5/28/2008
Section 7 Consultations (All States)	Ongoing since February 2007	4/24/2008
STATE PERMITS		
MISSOURI		
State Listed Species, Species of Concern Consultation	Ongoing since February 2007	8/21/2007 4/22/2008
Section 106 Clearance for Cultural Resources	Ongoing since February 2007	See table 4.1.3-1
Consultation to determine if proposed project would have any impact on receptors of cultural importance	Ongoing since February 2007	See table 4.1.3-1
General Permit for Land Disturbance	5/6/2008	5/29/2008
ILLINOIS		
State Listed Species, Species of Concern Consultation	Ongoing since February 2007	3/19/2007 4/9/2008
Section 106 Clearance for Cultural Resources	Ongoing since February 2007	See table 4.1.3-1
Consultation to determine if the proposed project would have any impact on receptors of cultural importance	Ongoing since February 2007	See table 4.1.3-1
OHIO		
State Listed Species, Species of Concern Consultation	Ongoing since February 2007	5/30/2008
Section 106 Clearance for Cultural Resources	Ongoing since February 2007	See table 4.1.3-1
Consultation to determine if proposed project would have any impact on receptors of cultural importance	Ongoing since February 2007	See table 4.1.3-1

4.1.1 Status of Listed Species Surveys and Compliance with Section 7

Table 4.1.1-1 summarizes the status of state- and federally listed threatened or endangered species surveys at the requested contractor yards for the REX-East Project.

TABLE 4.1.1-1 Rockies Express Pipeline-East Project Status of Listed Species Surveys at Contractor Yards		
Contractor Yard	Federally Listed Species Clearance Received	State-Listed Species Clearance Received
Bowling Green	Yes	Yes
Old Highway 67	Yes	Yes
Winchester Road	Yes	Yes
Taylorville	Yes	Yes

Rockies Express Pipeline-East Project
Request for Notice to Proceed with Contractor Yards

TABLE 4.1.1-1		
Rockies Express Pipeline-East Project Status of Listed Species Surveys at Contractor Yards		
Contractor Yard	Federally Listed Species Clearance Received	State-Listed Species Clearance Received
Wilmington	Yes	Yes

Status of Surveys and Consultations Under Section 7 of the Endangered Species Act

Rockies Express consulted with the FWS, Columbia, Missouri; Marion, Illinois; Bloomington, Indiana; and Reynoldsburg, Ohio Field Offices, regarding potential effects of the REX-East Project on federally listed threatened and endangered species. As noted in the FEIS, the Indiana bat, whooping crane, clubshell, fanshell, fat pocketbook, northern riffleshell, decurrent false aster, eastern prairie fringed orchid, prairie bush clover, and running buffalo clover were identified by the FWS as federally listed species potentially occurring within the project area. As further noted in the FEIS, three candidate species for federal listing, the Eastern massassauga, rayed bean, and spectaclecase, were also identified by the FWS as potentially occurring within the project area. The FWS concluded that REX-East Project would have *no effect* on 4 of the 10 federally listed threatened or endangered species (clubshell, decurrent false aster, eastern prairie fringed orchid, and prairie bush clover) and *may affect, but would not be likely to adversely affect* the remaining 6 federally listed threatened or endangered species (Indiana bat, whooping crane, fanshell, fat pocketbook, northern riffleshell, and running buffalo clover). The FWS also concluded that the REX-East Project *would not be likely to adversely affect* the Eastern massassauga, rayed bean, or spectaclecase.

Rockies Express has completed habitat review and threatened and endangered species surveys, where necessary, at all of the requested contractor yards. In the specific case of contractor yards, no surveys for threatened or endangered species were necessary due to a lack of suitable habitat. Rockies Express conducted surveys in the summer of 2007 for Indiana bats, federally listed mussel species, the running buffalo clover, and the Eastern massassauga in areas of suitable habitat as established through consultation with the FWS. Rockies Express provided the results of 2007 Indiana bat surveys in its supplemental filing dated September 28, 2007, the results of mussel surveys in its supplemental filing dated August 27, 2007, the results of running buffalo clover surveys in its supplemental filing dated July 27, 2007, and the results of Eastern massassauga surveys in its FERC environmental information request dated February 8, 2008.

Status of State-listed Threatened and Endangered Species Surveys and Consultations

Rockies Express has consulted with the Missouri Department of Conservation (MDC), Illinois Department of Natural Resources (ILDNR), Indiana Department of Natural Resources (INDNR), and Ohio Department of Natural Resources (ODNR) regarding impacts on state-listed threatened and endangered species potentially affected by the project. As noted in the FEIS, these consultations resulted in the following state-listed species potentially affected by the project: bald eagle (MO, IL, IN, OH), greater prairie chicken (MO), loggerhead shrike (OH), northern harrier (OH), trumpeter swan (OH), Eastern hellbender (OH), tongue-tied minnow (OH), variegate darter (IN), fawnsfoot (OH), long-solid (OH), rabbitsfoot (IN, OH), sharp-ridged pocketbook (OH), snuffbox (IN, OH), washboard (OH), and Drummond's aster (OH).

Rockies Express has completed habitat review and threatened and endangered species surveys, where necessary at all requested contractor yards for the following species: bald

**Rockies Express Pipeline-East Project
Request for Notice to Proceed with Contractor Yards**

eagle, greater prairie chicken, loggerhead shrike, northern harrier, trumpeter swan, Eastern hellbender, tongue-tied minnow, variegated darter, fawnsfoot, long-solid, rabbitsfoot, sharp-ridged pocketbook, snuffbox, washboard, and Drummond's aster. In the specific case of contractor yards, no surveys for threatened or endangered species were necessary due to a lack of suitable habitat.

Rockies Express conducted a written survey of landowners within potential greater prairie chicken habitat in 2007 but did not identify active leks in any areas of the project in Missouri. Rockies Express provided concurrence with these results from the MDC in its supplemental filing dated July 27, 2007. Rockies Express has completed surveys for state-listed mussel and fish species in Indiana, state-listed mussel species in Ohio, Eastern hellbender in Ohio, and Drummond's aster in Ohio in areas of suitable habitat as established through consultation with the INDNR and ODNR. Rockies Express provided the results of Indiana mussel and fish surveys in its supplemental filing dated August 14, 2007, the results of mussel surveys in Ohio in its supplemental filing dated August 27, 2007, and results of Eastern hellbender surveys and Drummond's aster surveys in Ohio in its FERC environmental information request dated February 8, 2008. None of these surveys positively identified any state-listed species in the project area.

Rockies Express has discussed its compliance with Certificate Condition No. 82 in its Implementation Plan. Through correspondence with the FWS and state agencies, Rockies Express has confirmed that the workspaces associated with the contractor yards requested herein will not impact any nesting bald eagles.

4.1.2 Status of Remaining Wetland and Waterbody Surveys

Rockies Express has completed wetland and waterbody surveys for all of the requested contractor yards, as listed in table 4.1.2-1. Wetlands and waterbodies that have been identified within contractor yards will be flagged and will remain undisturbed during construction and restoration. Rockies Express will adhere to the mitigation measures outlined in its Wetland and Waterbody Construction and Mitigation Procedures. Silt fences will be placed around the perimeter of wetlands and near the waterbodies and construction activities will be prohibited from occurring within these areas.

TABLE 4.1.2-1 Rockies Express Pipeline-East Project Status of Wetland and Waterbody Surveys at Contractor Yards			
Contractor Yard	Survey Status	Wetland or Waterbody ID	Area Affected (acres)
Bowling Green	Complete	WB-MO-CY-A	0.0 ^a
Old Highway 87	Complete	None	N/A
Winchester Road	Complete	None	N/A
Taylorville	Complete	None	N/A
Wilmington	Complete	None	N/A
^a While a waterbody or wetland feature has been identified within the requested area, Rockies Express will place silt fence near the waterbody or wetland perimeter, and will prohibit construction activity from occurring within these areas.			

4.1.3 Status of Cultural Resource Surveys and Compliance with Section 106

Summary of Cultural Resource Surveys

Rockies Express Pipeline-East Project
Request for Notice to Proceed with Contractor Yards

In its April 11, 2008 and May 5, 2008 filings with the FERC, Rockies Express provided evidence of completion of cultural resource surveys and concurrence with the results of those from the state SHPOs for the contractor yards being requested for Notice to Proceed. In accordance with Certificate Condition No. 141, Rockies Express is providing with this filing a summary of the status of its cultural resource surveys for the facilities for which it seeks Notice to Proceed in this request. Surveys and SHPO concurrence has been received for the contractor yards requested herein.

Rockies Express has completed surveys of and received concurrence from the appropriate state SHPO for the Bowling Green, Old Highway 67, Winchester Road, Taylorville, and Wilmington Contractor Yards.

A detailed description of the survey results for this area is presented in Rockies Express' survey report number REX-EAST-MO-08, IL-11, and OH-16, which were filed with the FERC on April 11, 2008 and May 5, 2008. Rockies Express filed with the FERC the state SHPO comments on the reports on April 11, 2008, May 9, 2008, and May 21, 2008.

Table 4.1.3-1 summarizes the status of cultural resources survey and SHPO concurrence for the contractor yards requested herein. Copies of the applicable cultural report and SHPO concurrence letters are included as Attachment E. This information is being filed under separate cover and has been marked "Contains Privileged Information – Do Not Release."

**Rockies Express Pipeline-East Project
Request for Notice to Proceed with Contractor Yards**

TABLE 4.1.3-1

Rockies Express Pipeline-East Project Status of Cultural Resources Surveys and Compliance at Contractor Yards						
Contractor Yard	Survey Status	Report No.	Report Title	Submitted to SHPO	SHPO Comment Received	Report Filed with FERC SHPO Comments Filed with FERC
Bowling Green	Complete	REX-EAST-MO-08	Third Supplemental Phase I Cultural Resources Survey of the Northeastern Missouri Segment of the Proposed Rockies Express Pipeline-East (REX-East) Project Corridor, Audrain, Ralls, and Pike Counties, Missouri.	3/13/2008	3/24/2008	4/11/2008
Old Highway 67	Complete	REX-East-IL-11	Supplemental Phase I Archaeological and Deep Test Investigations, Rockies Express Pipeline East (REX-EAST) Project, Pike, Scott, Morgan, Sangamon, Christian, Macon, Moultrie, Douglas, and Edgar Counties, Illinois.	4/7/2008	4/30/2008	5/21/2008
Winchester Road	Complete	REX-East-IL-11	Supplemental Phase I Archaeological and Deep Test Investigations, Rockies Express Pipeline East (REX-EAST) Project, Pike, Scott, Morgan, Sangamon, Christian, Macon, Moultrie, Douglas, and Edgar Counties, Illinois.	4/7/2008	4/30/2008	5/21/2008
Taylorville	Complete	REX-East-IL-11	Supplemental Phase I Archaeological and Deep Test Investigations, Rockies Express Pipeline East (REX-EAST) Project, Pike, Scott, Morgan, Sangamon, Christian, Macon, Moultrie, Douglas, and Edgar Counties, Illinois.	4/7/2008	4/30/2008	5/21/2008
Wilmington Yard	Complete	REX-East-OH-16	Second Addendum Report: Additional Phase I Cultural Resources Survey for the Proposed Rockies Express Pipeline-East Project, Butler, Warren, Clinton, Greene, Fayette, and Pickaway Counties, Ohio. Vol. I - III	4/4/2008	4/29/2008	5/9/2008

**ROCKIES EXPRESS PIPELINE-EAST PROJECT
REQUEST FOR NOTICE TO PROCEED WITH CONTRACTOR YARDS
ATTACHMENT A**

**ROCKIES EXPRESS PIPELINE-EAST PROJECT
REQUEST FOR NOTICE TO PROCEED WITH CONTRACTOR YARDS
ATTACHMENT B**

ATTACHMENT B				
Rockies Express Pipeline-East Project Certificate Conditions Applicability / Status				
No.	Condition Requirement (summarized)	Response Previously Filed "	Addressed In Current Request	NA
1	Follow construction procedures and mitigation measures described in application, supplemental filings (including responses to staff data requests), and identified in the EIS, unless modification is requested and approved.	X	X	
2	The Director of OEP has delegated authority to take whatever steps are necessary to ensure the protection of all environmental resources during construction and operation of the REX-East Project.	X		
3	File affirmative statement that company personnel, EIs, and contractor personnel will be informed of EI's authority and have been trained on the environmental mitigation measures appropriate to their jobs.	X		
4	Authorized facility locations are shown in the EIS, as supplemented by filed alignment sheets. Modifications or site-specific clearances must be written and reference locations on alignment maps/sheets.	X	X	
5	File alignment maps/sheets and aerial photographs at 1:6,000-scale identifying all route realignments or facility relocations, and areas that would be used or disturbed and have not been previously identified for approval.		X	
6	File initial Implementation Plan.	X	X	
7	File updated weekly status reports prepared by the lead EI.	X		
8	Implement an environmental complaint resolution procedure to remain active for 3 years following construction.	X		
9	Receive written authorization from the Director of OEP before commencing service of the Project.	X		
10	File an affirmative statement that facilities have been constructed in compliance with all applicable conditions.	X		
11	Defer service from Duke Energy's planned transmission line until Ohio SHPO and FWS comments are filed and approval is obtained from Director of OEP.	X		
12	Where pipeline parallels PEPL's 300 and 400 lines, revise construction plans to overlap 15 feet of the existing PEPL permanent right-of-way.	X		
13	File revised construction plans to center pipeline within permanent right-of-way unless this decreases distance between pipeline and PEPL to less than 65 feet.	X		
14	File use and site-specific justification for size of each additional temporary workspace.			X
15	Do not exercise eminent domain authority to acquire additional workspace for topsoil storage.	X		
16	File revised Plan and Procedures to be consistent with tables 2.3-1 and 2.3-2 of the EIS.	X		
17	File site-specific justification for each additional workspace within 50 feet of a wetland or waterbody.			X
18	File bulk material disposal plan for excess rock, trees, brush, and other construction debris.	X		
19	File Hydrostatic Testing Plan.			X
20	Revise Procedures and alignment sheets for a 75-foot-wide construction right-of-way in wetlands; file site-specific justification for additional workspace.			X
21	File list of fluids used during micortunneling process.			X
22	File construction plan for locations where pipeline crosses or would be constructed along or with power line rights-of-way, and additional mitigation measures to prevent damage from fault currents and induced voltages.			X
23	File draft third-party environmental monitoring program; obtain proposals to provide monitoring services.	X		
24	Incorporate variation from MP 291.0 to MP 291.3 (McCarroll property) and file updated alignment sheets.			X
25	Incorporate variation from MP 300.5 to MP 301.0 (Rogers property) and file updated alignment sheets.			X

ATTACHMENT B				
Rockies Express Pipeline-East Project Certificate Conditions Applicability / Status				
No.	Condition Requirement (summarized)	Response Previously Filed ^a	Addressed In Current Request	NA
26	Incorporate variation from MP 318.1 to MP 318.5 (Parker property) and file updated alignment sheets.			X
27	Incorporate variation from MP 370.0 to MP 370.8 (Alverson properties) and file updated alignment sheets.			X
28	Incorporate variation from MP 376.3 to MP 376.8 (Brattain property) and file update alignment sheets.			X
29	Incorporate variation from MP 380.4 to MP 380.6 (Yane property), and file updated alignment sheets and site-specific erosion and spill control measures to protect pond from contamination and siltation.			X
30	Incorporate variation from MP 383.1 to MP 384.0 (Morgan property) and file updated alignment sheets.			X
31	File site-specific construction plan for extended bore of Walnut Fork Creek and Pipe Creek Road.			X
32	Incorporate variation from MP 395.1 to MP 395.8 (White property) and file updated alignment sheets.			X
33	File documentation of easement agreements for variation from MP 401.5 to MP 402.4, or documentation of consultation with Schutte, Oetzel, and Stirn of route variation that addresses their concerns. File revised alignment sheets, and a summary of environmental resources affected by revised route.			X
34	Incorporate variation from MP 405.1 to MP 405.9 (Minges and Schoenhart properties) and file updated alignment sheets.			X
35	Incorporate variation from MP 406.2 to MP 406.5 (Maus property) and file updated alignment sheets.			X
36	File documentation of easement agreements for variation from MP 417.8 to MP 418.4, or documentation of consultation with Storck-Stump and Hesford of route variation that addresses their concerns. File revised alignment sheets, and a summary of environmental resources affected by revised route.			X
37	Incorporate variation from MP 426.1 to MP 426.3 (Chase variation) and file updated alignment sheets.			X
38	Incorporate variation from MP 452.7 to MP 453.8 (Frye variation), file updated alignment sheets, and submit information to Village of Waynesville, Ohio Waste and Water Division of the Utilities Department, and other applicable agencies regarding construction in the WPA.			X
39	Incorporate variation from MP 458.1 to MP 458.9 (Mowrey and Jones properties) and file updated alignment sheets.			X
40	Incorporate variation from MP 459.8 to MP 460.0 (Rowe variation) and file updated alignment sheets.			X
41	Incorporate variation from MP 477.1 to MP 477.5 (Kile property) and file updated alignment sheets.			X
42	File documentation of easement agreements for variation from MP 521.9 to MP 523.3, or documentation of consultation with Scothorn and Petty of route variation that addresses their concerns. File revised alignment sheets, and a summary of environmental resources affected by revised route.			X
43	File revised alignment sheets of variation from MP 555.4 to MP 557.3 (Noll Route Variation).			X
44	File documentation of easement agreements for variation from MP 623.3 to MP 624.4, or documentation of consultation with Shaffer of route variation that addresses their concerns. File revised alignment sheets, and a summary of environmental resources affected by revised route.			X
45	Incorporate variation from MP 384.0 to MP 384.4 (Revised MP 384 Variation for residences, but starts at MP 384.0) and file updated alignment sheets.			X
46	Incorporate variation from MP 446.5 to MP 447.4 (FERC's Revised McCarty Variation), file updated alignment sheets, and provide landowner notification package to the newly affected landowner(s).			X

ATTACHMENT B				
Rockies Express Pipeline-East Project Certificate Conditions Applicability / Status				
No.	Condition Requirement (summarized)	Response Previously Filed ^a	Addressed in Current Request	NA
47	File site-specific plan for oil or gas wells within the construction work area, both active and abandoned.			X
48	File plan for identification of karst features and mitigation for crossing features during construction.	X		
49	File contingency plan for HDDs in the karst areas.	X		
50	File Mining Subsidence Plan.	X		
51	File consultations with INDNR and ODNR regarding scour susceptibility of waterbodies crossed, and list of scour-prone areas.	X		
52	File High Water Contingency Plan for construction of Mississippi River crossing.			X
53	File Agricultural Wet Weather Contingency Plan.	X		
54	File locations by milepost of springs, seeps, and wells identified within 150 feet of construction work areas.		X	
55	File revised SPCC Plan to restrict refueling near wetlands and waterbodies, and private and municipal water supply wells.	X		
56	File site-specific spill plan to reduce spills/leaks from construction-related equipment at Hoosier Hills WPA.			X
57	File water quality testing plan for Hoosier Hills Regional Water District's existing wells; provide copies to Hoosier Hills.			X
58	Notify Hoosier Hills at least 48 hours prior to the start of construction between MPs 393 and 394.	X		
59	File agency consultations regarding construction in WPAs or other groundwater management areas crossed.	X		
60	File report identifying all water supply wells/systems damaged by construction and how repaired.			X
61	File documentation of consultation with organizations/individuals that withdraw potable water within 3 miles of Flatrock River (MP 362.7) and Somerset Creek (MP 553.2), and final consultations with City of Louisiana in Missouri.			X
62	File HDD geotechnical feasibility investigations, revised site-specific construction diagrams, and contingency plans for Embarras and Muskingum Rivers.			X
63	Cross all dry intermittent waterbodies using open-cut method and mitigation measures v(B)(2) through v(B)(4) of Procedures.	X		
64	File revised site-specific crossing plans showing restoration and mitigation measures for waterbodies listed in tables 4.3.5-1 and 4.6.2-1 of the EIS and applicable agency consultations.			X
65	File agency consultations prior to initiating alternative crossing method at Paint Creek or White River.			X
66	Successfully complete HDD or microtunneling of Little Miami River between MP 432.9 and MP 467.2.			X
67	Successfully complete HDD or microtunneling of Big Darby Creek between MP 494.1 and MP 533.9.			X
68	File site-specific plans that identify the source and discharge locations of hydrostatic test water for HDD of Little Miami River and Big Darby Creek.			X
69	Provide Hoosier Hills Regional Water District copy of hydrostatic test water analysis prior to Whitewater River discharge.			X
70	File site-specific blasting plans for each wetland with shallow bedrock prior to blasting.			X
71	File site-specific wetland restoration plan for Blackburn Island in consultation with COE, FWS, and MODNR.			X
72	Consult with COE, FWS, and appropriate agencies regarding forested wetlands and revise Wetland Mitigation Plan.			X
73	File consultations with COE, FWS, and appropriate agencies, and final Wetland Mitigation Plan.			X
74	No tree clearing between HDD drill entry site and HDD drill exit site.	X		

ATTACHMENT B				
Rockies Express Pipeline-East Project Certificate Conditions Applicability / Status				
No.	Condition Requirement (summarized)	Response Previously Filed ^a	Addressed In Current Request	NA
75	Use onsite markers along permanent right-of-way to identify "no clearing" zones within vegetated riparian strips adjacent to waterbodies avoided during maintenance activities.	X		
76	File site-specific construction plan showing 75-foot right-of-way at classified forest from MP 331.9 and MP 332.2; justify any tree removal.			X
77	File Compensatory Mitigation Plan for classified forest areas in Indiana.			X
78	File Flood Control Permit from INDNR.			X
79	File CRP locations, agency correspondence, and mitigation measures to protect CRP lands.		X	
80	Use only certified weed-free straw or hay bales for sediment barriers or mulch during construction and revegetation of disturbed areas.	X		
81	File documentation of correspondence with Comprehensive Wildlife Conservation Strategy Coordinators for Missouri, Indiana, and Ohio.	X		
82	File documentation of consultations with FWS to determine need for bald eagle surveys. If surveys are required, file survey reports along with FWS comments.	X		
83	Comply with Conservation Guidelines.	X		
84	Develop construction schedules for Grassy Creek and the Upper Mississippi COA.			X
85	Comply with waterbody crossing time windows established by the ILDNR, INDNR, and OPSB.	X		
86	Use dry-ditch method at waterbodies considered fisheries of special concern and < 30 feet wide; request approval for wet crossing method.	X		
87	Implement measures for habitat unit IDs surveyed in 2007 and for which Indiana bats were identified but no nursery roost trees were identified.	X		
88	Implement measures for habitat unit IDs surveyed in 2007 and for which Indiana bats were identified and nursery roost trees were identified.	X		
89	Complete bat surveys prior to construction and implement mitigation measures for 2008 surveys.		X	
90	File updated list of areas to be surveyed for Indiana bats identifying the habitat unit IDs by milepost.	X		
91	File specific mitigation measures in accordance with BA that apply within an identified habitat unit ID.		X	
92	Do not burn trees, limbs, brush, and debris in the right-of-way within 500 feet of suitable habitat associated with each habitat unit ID.	X		
93	Do not use herbicides or pesticides for maintenance of the permanent right-of-way or adjacent forested areas.	X		X
94	If Mississippi River, Wabash River, Big Walnut Creek, or Big Darby Creek crossing fails, halt construction activities and file site-specific alternate waterbody crossing plans in consultation with FERC, COE, and FWS.			X
95	Do not begin alternative crossing of the Mississippi River, Wabash River, Big Walnut Creek, or Big Darby Creek until FERC consults with FWS and COE, and approval is received in writing.			X
96	Use dry-ditch crossing method at Sugar Creek (MP 484.3).			X
97	Limit specific construction activities within 300 feet of documented nursery roost trees and alternative roost trees identified.	X		
98	Have FWS-qualified biologist supervise tree clearing operations in Indiana bat habitat.	X		
99	Implement mitigation measures if whooping cranes are encountered in vicinity of construction work area.	X		
100	File mussel survey reports for Anderson Fork, East Fork Paint Creek, Little Walnut Creek, Tributary to Burley Run, Brush Creek, Buffalo Fork, Tributary to Crabapple Creek, and Cat Run in Ohio, documentation of consultation with FWS and ODNR, and conservation measures.			X

ATTACHMENT B				
Rockies Express Pipeline-East Project Certificate Conditions Applicability / Status				
No.	Condition Requirement (summarized)	Response Previously Filed *	Addressed In Current Request	NA
101	Do not withdraw hydrostatic test water from Sugar Creek, the Scioto River, Deer Creek, and Big Darby Creek or their tributaries.	X		
102	If Scioto River, Deer Creek in Deer Creek State Park, or Big Darby Creek cross falls, halt construction and file site-specific alternate waterbody crossing plans in consultation with FERC, COE, and FWS.	X		
103	Do not begin alternative crossing of Scioto River, Deer Creek in Deer Creek State Park, or Big Darby Creek until FERC consults with FWS and COE, and approval is received in writing.	X		
104	File running buffalo clover survey reports and documentation of FWS consultation, and implement mitigation measures.	X		
105	Develop and implement 5-year post-construction monitoring program to evaluate crop productivity; file quarterly reports for 5 years following construction.	X		
106	Employ two Agricultural Inspectors for Spreads 1, 2, 3, 4, and 5.	X		
107	Hire local drain tile contractors to install/repair drain tiles damaged or rerouted due to construction activities.	X		
108	Identify and mark damaged tile lines, provide information to landowner and local Soil and Water Conservation District, and keep in company's landowner records.	X		
109	Bury pipeline 5 feet deep where crossing agricultural fields unless otherwise negotiated with landowners.	X		
110	File documentation that landowners with 3 feet of cover in agricultural fields were offered opportunity of 5 feet of cover.			X
111	File site-specific plans in consultation with affected landowners describing how horse and operation impacts would be avoided, minimized, or mitigated between MP 523 and MP 524, and at MP 460.			X
112	Reduce construction right-of-way to 75 feet through forested portion of Wilson Friendly Maple Farm.			X
113	Develop plan to maintain safe egress at the Chester Township Fire Station.			X
114	File site-specific residential plans and evidence of landowner concurrence if construction/fencing are located within 10 feet of residence.			X
115	Identify septic systems and provide Septic System Contingency Plan to property owners.	X		
116	File consultations with Federal Aviation Administration and the Ohio Department of Transportation Office of Aviation about any restrictions in the vicinity of the Fairfield County Airport.			X
117	Maintain access or file mitigation plan for boat ramp adjacent to HDD exit site of the Mississippi River crossing.			X
118	File plan for canoe portage at West Fork White River during construction.			X
119	Maintain public access to B&O trail and avoid tree cutting at the crossing location.			X
120	File consultations with Camp Woodsmove regarding crossing schedule and additional safety mitigation.			X
121	File and provide to NPS site-specific plan for each tributary of the Little Miami River.			X
122	File consultations with NPS regarding need for mussel and fish spawning surveys at tributaries of Big Darby Creek crossed; file results of any required surveys.			X
123	File plan for construction and restoration of the Little Miami Scenic State Park, maintaining safe public access through construction area, and revegetating disturbed areas.			X
124	File site-specific crossing, mitigation, and restoration plan for Caesar Creek State Park and Wildlife Area, maintaining safe public access through construction area, and revegetating the disturbed areas.			X
125	File site-specific crossing (including the HDD crossing of Deer Creek Lake), mitigation, and restoration plan for Deer Creek State Park and Wildlife Area, and maintaining safe public access through construction area.			X

ATTACHMENT B				
Rockies Express Pipeline-East Project Certificate Conditions Applicability / Status				
No.	Condition Requirement (summarized)	Response Previously Filed *	Addressed In Current Request	NA
126	File site-specific crossing, mitigation, and restoration plan for pipeline construction activities in Perry State Forest and Blue Rock State Forest.			X
127	Work with White Oak Exotic Hunting Preserve to determine construction timing.			X
128	File plans for avoidance or mitigation at sites 23PI365 and 23PI294, and Missouri SHPO comments documentation.			X
129	Provide quarterly updates of consultations between Rockies Express, Missouri SHPO, Native American tribes, and landowner concerning human remains identified in Missouri.			X
130	Provide archaeological monitor between Missouri State Road AD and Salt River HDD exit point.			X
131	Provide archaeological monitor in vicinity of Montezuma Mound Group (11PK1245) from HDD exit point west to about MP 69.7.			X
132	File plans for crossing prehistoric mound sites 11PK89, 11PK1709 and 11PK1733, and Illinois SHPO comments.			X
133	Submit research plans to Indiana SHPO for additional testing in vicinity of 12FR125b, and file reports and SHPO comments.			X
134	Provide archaeological monitor in vicinity of former mound site 12SH12 from Van Pelt Ditch to County Road S 25 E.			X
135	Provide Indiana SHPO with project documents requested to evaluate historic properties, and file SHPO comments.			X
136	File treatment plan for Wabash & Erie Canal and Indiana SHPO comments.			X
137	File site-specific construction plan for horizontal bore of Whitewater Canal, developed with Indiana SHPO.			X
138	File assessment of project effects on Hunt-Forman Farm, treatment plan for the property, and Ohio SHPO comments.			X
139	Provide documentation/alignment sheets showing avoidance or Phase II testing of site 33FE293; file Phase II report and Ohio SHPO comments.			X
140	File plans for avoidance or mitigation and documentation of SHPO comments on plans for several sites.			X
141	Defer construction and use of all facilities until cultural resources surveys and SHPO consultations have been completed.		X	
142	File plan for Indianapolis, Indiana and Cincinnati-Hamilton, Ohio-Kentucky-Indiana nonattainment regions regarding monitoring compliance with Tier 2 and Tier 3 emissions, and emissions remain under General Conformity Thresholds.	X		
143	File updated site-specific plans for each HDD entry or exit site where noise mitigation is proposed.			X
144	File noise analysis for HDD sites not evaluated in the EIS.			X
145	Make all reasonable efforts to ensure predicted noise levels from compressor stations are not exceeded at nearby NSAs, and file noise surveys no later than 60 days after placing each station.			X
146	File survey results for Sny Levee District levee settlement monitoring every 6 months for 5 years after installation.	X		
* Response to Certificate Condition was previously provided with Rockies Express' Initial Implementation Plan and acceptance of the Order Issuing Certificate, filed with the Federal Energy Regulatory Commission in June 2008.				

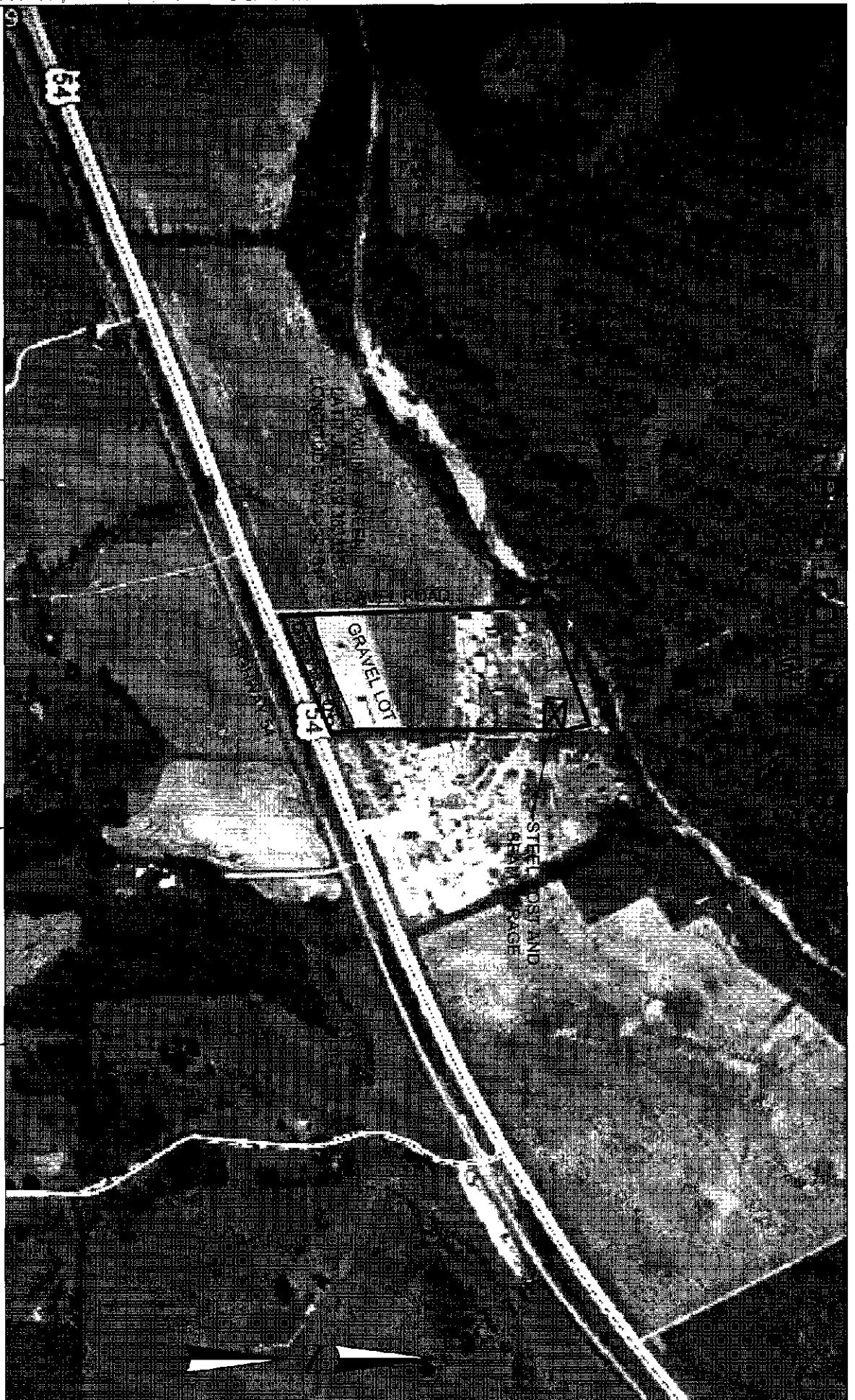
**ROCKIES EXPRESS PIPELINE-EAST PROJECT
REQUEST FOR NOTICE TO PROCEED WITH CONTRACTOR YARDS
ATTACHMENT C**

**ROCKIES EXPRESS PIPELINE-EAST PROJECT
REQUEST FOR NOTICE TO PROCEED WITH CONTRACTOR YARDS
ATTACHMENT D**

ROCKIES EXPRESS PIPELINE-EAST PROJECT
REQUEST FOR NOTICE TO PROCEED WITH CONTRACTOR YARDS
ATTACHMENT E

Contains Privileged Information – Do Not Release

FILED: No. 44-19-000-001-000-000



CONTRACTOR
 WELDED CONSTRUCTION

ADDRESS
 18120 HIGHWAY 54
 BOWLING GREEN, MO 63334



DATE	G.I.E.	02/15/08
DATE	G.I.E.	05/27/08
DATE	G.I.E.	
DATE	G.I.E.	
DATE	G.I.E.	

1" = 800'

Rockies Express Pipeline

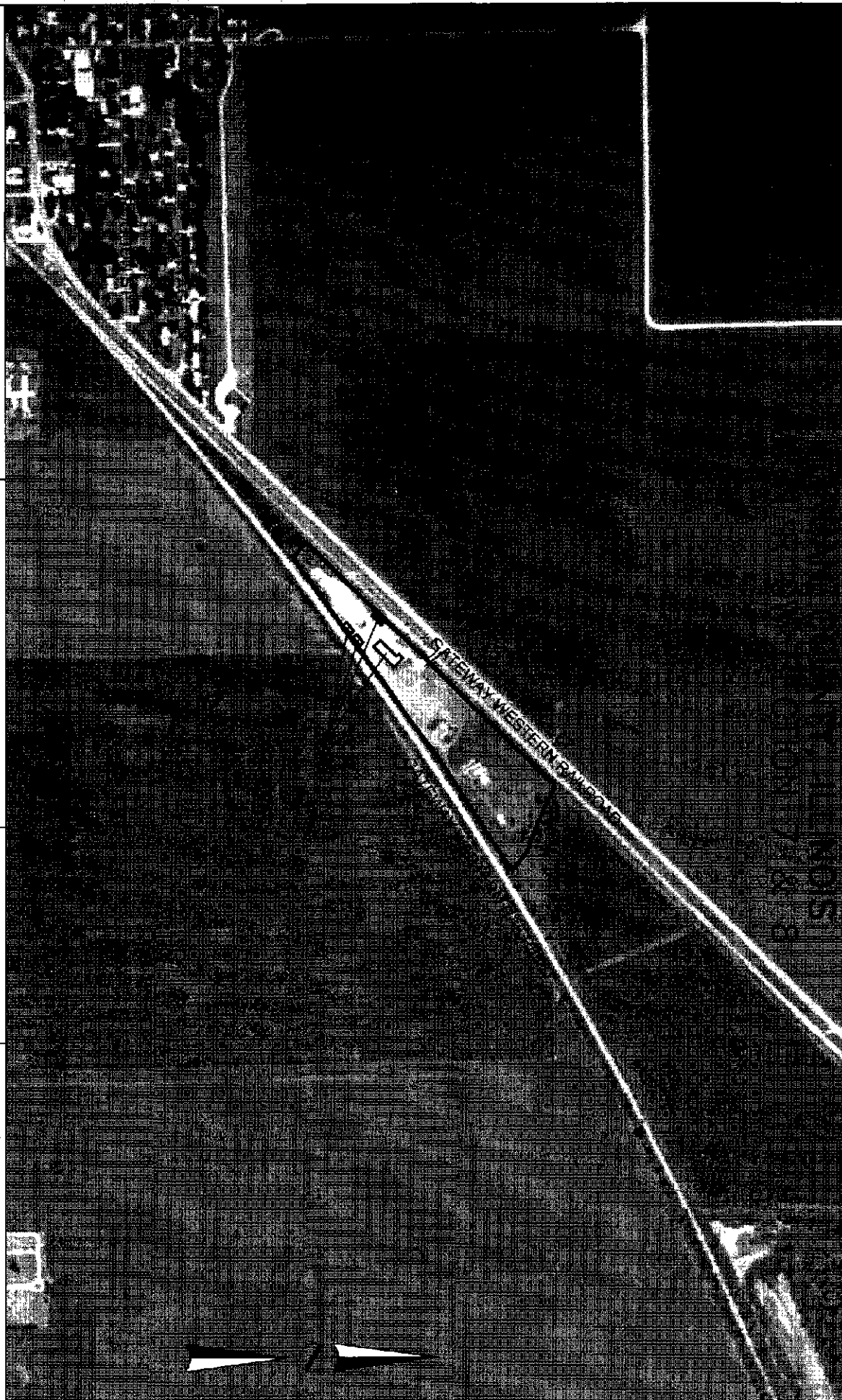
ROCKIES EXPRESS PIPELINE
 REX-EAST
 SPREAD A-1 CONTRACTOR YARD
 BOWLING GREEN

Pike County, Missouri

1280-A-CYARD-1A

1 of 1 0

C:\work\1280\contractor\1280.dwg 10:44g Plotted on: 06/02/2008 2:12pm by: jllan



CONTRACTOR
 WELDED CONSTRUCTION
 ADDRESS
 OLD HIGHWAY 67
 MURRAYVILLE, IL 62668



**GULF INTERSTATE
 ENGINEERING**

Rockies Express Pipeline

ROCKIES EXPRESS PIPELINE
 REX-EAST
 SPREAD A-2 CONTRACTOR YARD
 OLD HIGHWAY 67
 Morgan County, Illinois

G.I.E.	02/14/08
G.I.E.	05/27/08
G.I.E.	
G.I.E.	
G.I.E.	
1" = 500'	

1280-A-CYARD-1B	1 of 1	0
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CONTRACTOR WELDED CONSTRUCTION ADDRESS HIGHWAY 267 MURRAYVILLE, IL 62668		 GULF INTERSTATE ENGINEERING		 Rockies Express Pipeline	
		G.I.E. 02/13/08 G.I.E. 05/27/08 G.I.E. G.I.E. G.I.E.		ROCKIES EXPRESS PIPELINE REX-EAST SPREAD A-2 CONTRACTOR YARD WINCHESTER ROAD Morgan County, Illinois	
		1" = 600'		1280-A-CYARD-1C	
				1 of 1	
				0	

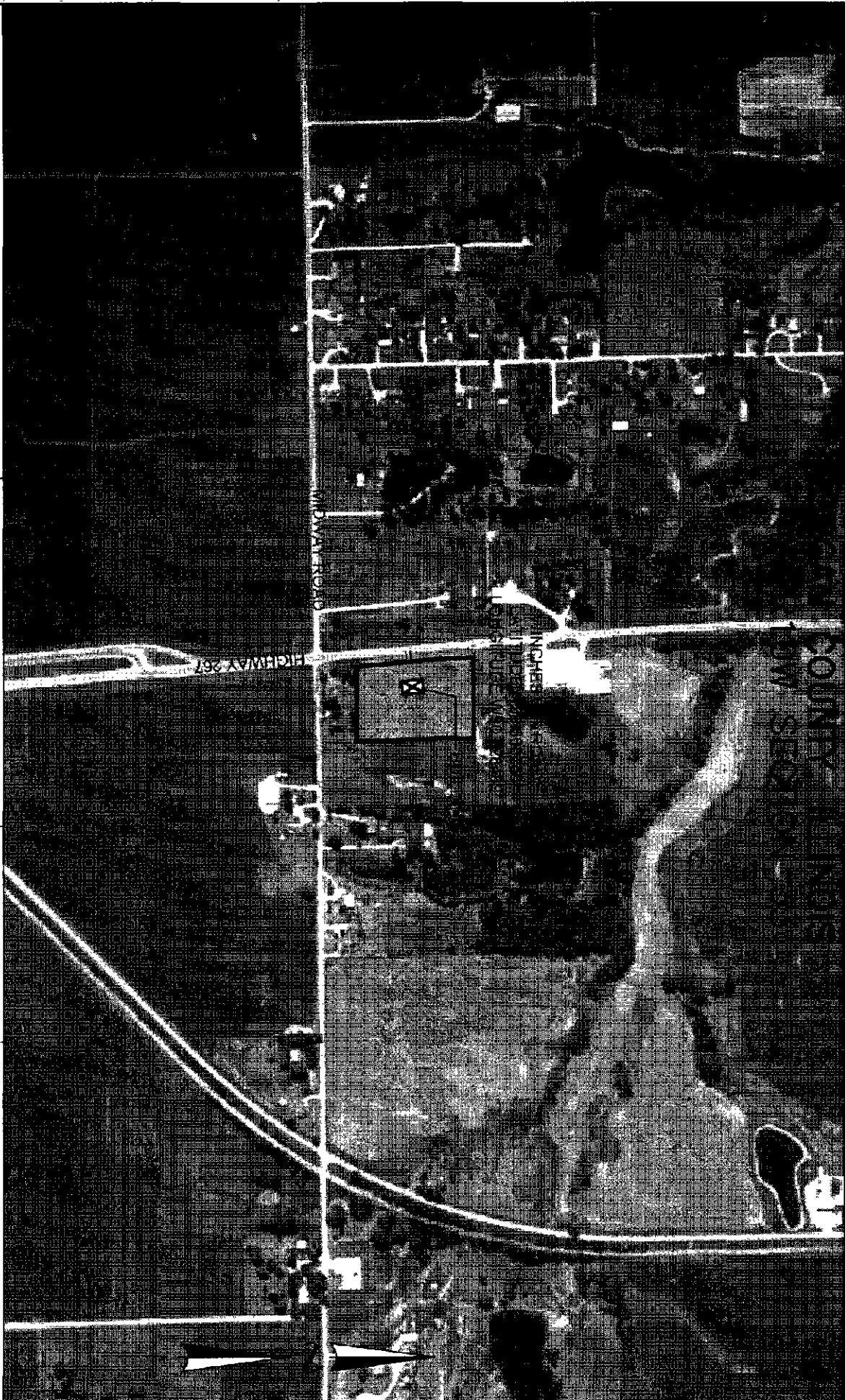
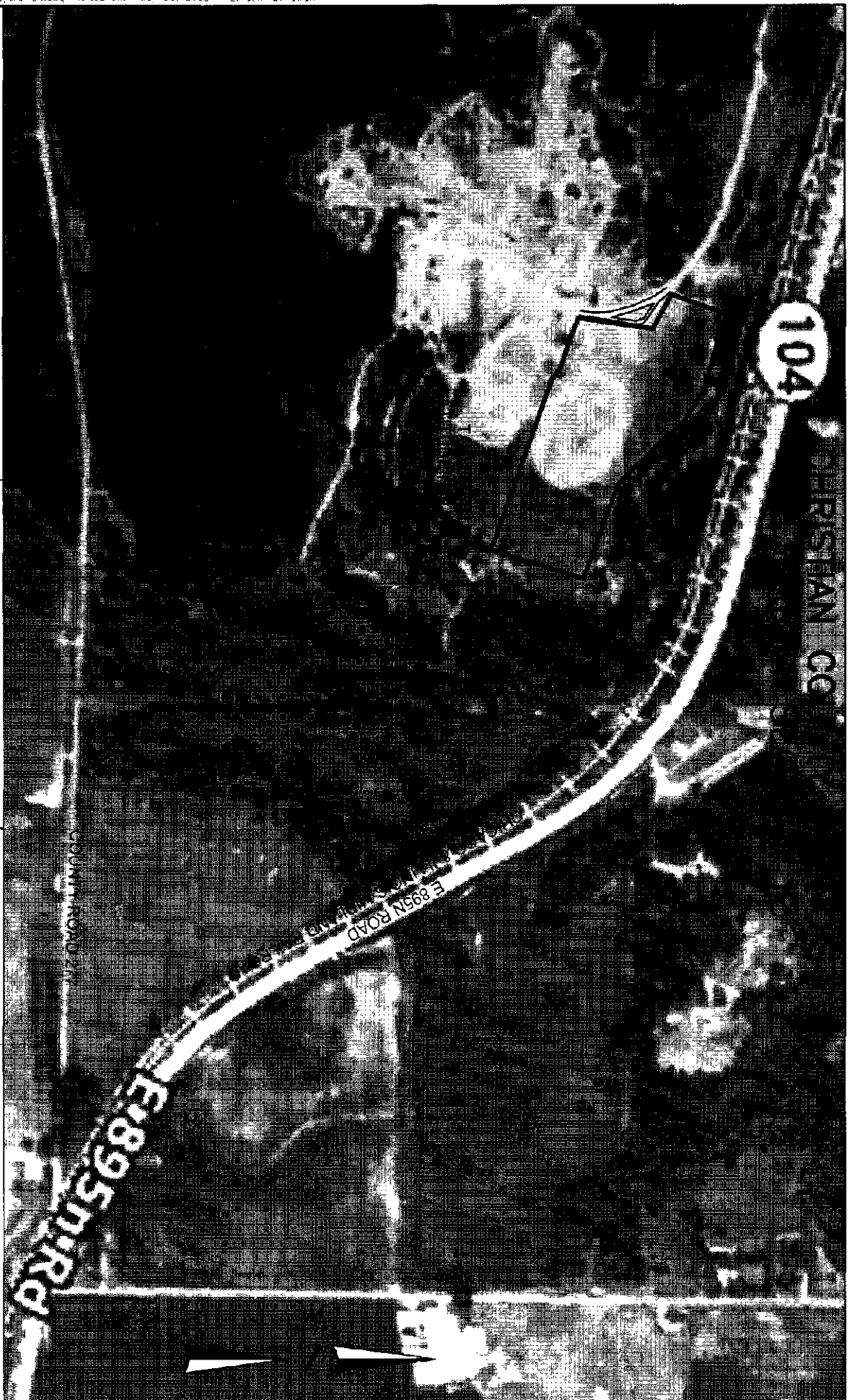


FIGURE 104-100 (Scale 1"=600')



CONTRACTOR
 WELDED CONSTRUCTION
 ADDRESS
 794 ROUTE 104
 TAYLORVILLE, IL 62568

**GILF INTERSTATE
 ENGINEERING**

Rockies Express Pipeline

G.I.E.	02/19/08
G.I.E.	05/27/08
G.I.E.	
G.I.E.	
G.I.E.	
G.I.E.	

ROCKIES EXPRESS PIPELINE REX-EAST SPREAD B CONTRACTOR YARD TAYLORVILLE Christian County, Illinois	1280-A-CYARD-2A	1 of 1	0
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CLINTON COUNTY, OHIO

CLINTON COUNTY, OHIO
 WILMINGTON TWP. SPREAD



CONTRACTOR
 GREGORY & COOK
 ADDRESS
 340 WEST CURRY ROAD
 WILMINGTON, OHIO 45177



DWG. BY	G.I.E.	02/21/08
CHK.	G.I.E.	05/27/08
PROJ. ENGR.	G.I.E.	
PROJ. MGR.	G.I.E.	
CLIENT APP.	G.I.E.	

Rockies Express Pipeline
 ROCKIES EXPRESS PIPELINE
 REX-EAST
 SPREAD F CONTRACTOR YARD
 WILMINGTON YARD
 Clinton County, Ohio

DWG. NO.
 1280-A-CYARD-5A

SHT. NO.
 1 of 1
 REV.
 0

REX EAST PIPELINE
Contractor Yards Lease Agreements

Spread	Site No.	Leased Yards	Contractor	Date Environmental Sweep Complete	Size of Yard	Name Of Yard	Yard Address
A-1	A-1a	Letter of Intent per FERC certificate	Welded	Cultural - 2/9/08 WL 2/6/08 (one waterbody)	Approximate 12 to 15 acres graveled	Bowling Green	18120 Hwy 54 Bowling Green, Mo 63334
A-2	A-2	Signed Lease - Yes	Welded	Cultural 2/9/08 - WL - 2/25/08 (no features)	15 to 20 Acres	Taylorville Yard	794 Route 104 Taylorville, IL 62588
A-2	A-2a	Signed Lease - Yes	Welded	Cultural - Feb '08 WL - 1/29/08 (no features)	4 Acre Parcel + 6,000 sq. ft. bldg.	Winchester Road	Hwy 67 East North of Woodson Winchester Road North Jacksonville, IL
A-2	A-2b	Signed Lease - Yes	Welded	Cultural - Feb '08 WL - 1/29/08 (no features)	13 Acre Parcel + Misc bldg.	Old Hwy 67	Hwy 267 West - South Hwy 67 Jacksonville, IL
F	F	Signed Lease - Yes	Gregory & Cook	Cultural - Mar. '08 WL - 2/1/08 (no features)	15 Acres	Wilmington Office/Yard	340 West Curry Road Wilmington, Ohio 45177

LEASE AGREEMENT

This Lease is made and entered into this _____ day of May, 2008, by and between Alan T. Lynn, Inc. / Alan T. Lynn (Lessee) having an address of 18120 Hwy 54, Bowling Green, Missouri 63334 and Welded Construction, L.P. (Lessor) having an address of 26933 Eckel Road (43551), P.O. Box 470, Perrysburg, Ohio 43552.

Whereas, Alan T. Lynn, Inc. / Alan T. Lynn, agree to lease property consisting of approximately Twelve to Fifteen (12-15) acres as a field office/warehouse facility for the amount of \$2,500.00 (Two Thousand Five Dollars) per month. Special Conditions, as agreed to, are included as Attachment "A" of this Lease Agreement.

Term of lease commencing on August 1, 2008 and shall terminate on December 31, 2008.

Welded Construction, L.P. shall have the right to continue this lease on a month-to-month basis, with any extension, thereafter, to be mutually agreed to by the Lessee and Lessor.

All equipment and material is the property of Welded Construction, L.P. and is to be moved and operated by only Welded Construction, L.P.

ALAN T. LYNN, INC. / ALAN T. LYNN:

Alan T. Lynn

Date

WELDED CONSTRUCTION, L.P.:

Jeffrey D. Mogg, President

Date

Correspondence and/or Invoices after December 31, 2008
should be mailed to:

Welded Construction, L.P.
Attn: Diane L. Ingmire
P.O. Box 470
Perrysburg, OH 43552-0470

Attachment "A"

Welded Construction will furnish and/or install utilities. Welded Construction will clean any oil or petroleum spills or stains and will grade property to its original contour at the conclusion of the lease. Welded Construction, L.P. will be responsible for any damages to property and/or structures that are in excess of "normal wear and tear".

Any additional changes or alterations to existing site require prior approval of property owner.

No hazardous waste will be stored on property, excluding the use of normal petroleum products used in the repair & maintenance of trucks and equipment. No fuel tank storage will be permitted.

Additional rock/gravel may become necessary for soil stabilization and will be placed by mutual agreement between Alan T. Lynn, Inc / Alan T. Lynn and Welded Construction's supervising personnel on site. Removal will be at Lessee discretion.

Alan T. Lynn, Inc and its employees are not liable for any Welded Construction equipment or material stored on property unless actions and results are determined to be intentional and willful.

Welded Construction, L.P. will furnish Certificate of Insurance listing Alan T. Lynn, Inc. / Alan T. Lynn as an 'Additional Insured' and renew as needed.



PROPOSED PROPERTY FOR FIELD OFFICE/WAREHOUSE FACILITY

ROCKIE'S EXPRESS SPREAD 1 - Bowling Green, MISSOURI

PHYSICAL LOCATION	PROPERTY DESCRIPTION	ZONING	AVAILABILITY	RENTAL PERIOD**
Alan T. Lynn Inc. 18120 Hwy 54 Bowling Green, MO 63334	Property consists of approximately 12 to 15 acres, graveled	To Be Determined	1-Jun-08	July 1, 2008 to December 31, 2008* *thereafter, continue on a month to month basis ** <u>PENDING FERC APPROVAL</u>
SPECIAL CONSIDERATIONS				
CONTACT	RENTAL AGREEMENT			
Alan T. Lynn 18120 Hwy 54 Bowling Green, MO 63334 Office 573-324-3363 Fax 573-324-3480	\$2,500.00 per month** ** <u>PENDING FERC APPROVAL</u>	Weided will furnish certificate of insurance. Weided will furnish & install own utilities. Any additional changes or alterations to existing site require prior approval of property owner. No hazardous waste will be stored on property, excluding the use of normal petroleum products used in the repair & maintenance of trucks and equipment. Weided will restore property to original condition at conclusion of lease		

MEMORANDUM OF UNDERSTANDING

We agree to the above:

1-8-08 Alan T. Lynn
Date

1-8-08 Jeffrey D. Mogg, President, Weided Construction, L.P.
Date

LEASE AGREEMENT

This Lease is made and entered into this 1st day of April, 2008, by and between South Fort Dirt Riders / Leroy Harris (Lessee) having an address of 794 Route 104, Taylorville, Illinois 62568 and Welded Construction, L.P. (Lessor) having an address of 26933 Eckel Road (43551), P.O. Box 470, Perrysburg, Ohio 43552.

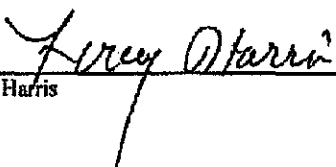
Whereas, South Fort Dirt Riders / Leroy Harris, agree to lease property consisting of approximately Fifteen to Twenty (15-20) acres as a field office/warehouse facility for the amount of \$2,000.00 (Two Thousand Dollars) per month. Special Conditions, as agreed to, are included as Attachment "A" of this Lease Agreement.

Term of lease commencing on April 1, 2008 and shall terminate on December 31, 2008.

Welded Construction, L.P. shall have the right to continue this lease on a month-to-month basis, with any extension, thereafter, to be mutually agreed to by the Lessee and Lessor.

All equipment and material is the property of Welded Construction, L.P. and is to be moved and operated by only Welded Construction, L.P.


SOUTH FORK DIRT RIDERS/LEROY HARRIS:



Leroy Harris

3-31-08
Date

WELDED CONSTRUCTION, L.P.:



Jeffrey D. Mogg, President

4-4-08
Date

Correspondence and/or Invoices after December 31, 2008 should be mailed to:

Welded Construction, L.P.
Attn: Diane L. Ingmire
P.O. Box 470
Perrysburg, OH 43552-0470

Attachment "A"

Welded Construction will furnish and/or install utilities. Welded Construction will clean any oil or petroleum spills or stains and will grade property to its original contour at the conclusion of the lease. Welded Construction, L.P. will be responsible for any damages to property and/or structures that are in excess of "normal wear and tear".

Any additional changes or alterations to existing site require prior approval of property owner.

No hazardous waste will be stored on property, excluding the use of normal petroleum products used in the repair & maintenance of trucks and equipment. No fuel tank storage will be permitted.

Additional rock/gravel may become necessary for soil stabilization and will be placed by mutual agreement between Leroy Harris / South Fork Dirt Riders and Welded Construction's supervising personnel on site. Removal will be at Lessee discretion.

In the event that additional acreage is needed for pipeline construction operations, Leroy Harris / South Fork Dirt Riders will negotiate and make reasonable accommodations that would be mutually agreed upon.

South Fork Dirt Riders and their employees are not liable for any Welded Construction equipment or material stored on property unless actions and results are determined to be intentional and willful.

Welded Construction, L.P. will furnish Certificate of Insurance listing South Fork Dirt Riders / Leroy Harris as an 'Additional Insured' and renew as needed.

PROPOSED PROPERTY FOR FIELD OFFICE/WAREHOUSE FACILITY

ROCKIE'S EXPRESS SPREAD 2 - Taylorville, Illinois

PHYSICAL LOCATION	PROPERTY DESCRIPTION	ZONING	AVAILABILITY	RENTAL PERIOD**						
794 Route 104 Taylorville, IL 62568	Property to be used consists of approximately 15 to 20 acres: Dirt and grass surface, with access via gravel road	Commercial	April, 2008	April 1, 2008 to December 31, 2008 to continue on a month to month basis ** START DATE PENDING FERC APPROVAL						
<table border="1"> <tr> <th>CONTACT</th> <th>RENTAL AGREEMENT</th> <th>SPECIAL CONSIDERATIONS</th> </tr> <tr> <td>Leroy Harris 794 Route 104 Taylorville, IL 62568 Office 217-237-4752</td> <td>\$2,000.00 per month** **PENDING FERC APPROVAL</td> <td> <p>Welded will furnish certificate of insurance. Welded operations and personnel will not interfere with existing business operations conducted at site. Any changes or alterations to existing site require prior approval of property owner. Welded will furnish & install own utilities. No hazardous waste will be stored on property, excluding the use of normal petroleum products used in the repair & maintenance of trucks and equipment. Welded will restore property to original condition at conclusion of lease. In the event that additional acreage is needed for Welded Construction's pipeline construction operations, property owner will negotiate and make reasonable accommodations for the request that would be mutually agreeable. South Fork Dirt Ruders are not liable for any Welded equipment or material stored on property.</p> </td> </tr> </table>					CONTACT	RENTAL AGREEMENT	SPECIAL CONSIDERATIONS	Leroy Harris 794 Route 104 Taylorville, IL 62568 Office 217-237-4752	\$2,000.00 per month** **PENDING FERC APPROVAL	<p>Welded will furnish certificate of insurance. Welded operations and personnel will not interfere with existing business operations conducted at site. Any changes or alterations to existing site require prior approval of property owner. Welded will furnish & install own utilities. No hazardous waste will be stored on property, excluding the use of normal petroleum products used in the repair & maintenance of trucks and equipment. Welded will restore property to original condition at conclusion of lease. In the event that additional acreage is needed for Welded Construction's pipeline construction operations, property owner will negotiate and make reasonable accommodations for the request that would be mutually agreeable. South Fork Dirt Ruders are not liable for any Welded equipment or material stored on property.</p>
CONTACT	RENTAL AGREEMENT	SPECIAL CONSIDERATIONS								
Leroy Harris 794 Route 104 Taylorville, IL 62568 Office 217-237-4752	\$2,000.00 per month** **PENDING FERC APPROVAL	<p>Welded will furnish certificate of insurance. Welded operations and personnel will not interfere with existing business operations conducted at site. Any changes or alterations to existing site require prior approval of property owner. Welded will furnish & install own utilities. No hazardous waste will be stored on property, excluding the use of normal petroleum products used in the repair & maintenance of trucks and equipment. Welded will restore property to original condition at conclusion of lease. In the event that additional acreage is needed for Welded Construction's pipeline construction operations, property owner will negotiate and make reasonable accommodations for the request that would be mutually agreeable. South Fork Dirt Ruders are not liable for any Welded equipment or material stored on property.</p>								

MEMORANDUM OF UNDERSTANDING

We agree to the above:

Leroy Harris
Leroy Harris

12-18-07
Date

12-31-02
Date

James L. Wood
James L. Wood, President, Welded Construction, L.P.

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made this 18 day of April 2008 (the "Effective Date") by and between R.L.R. INVESTMENTS, L.L.C., an Ohio limited liability company, 600 Gillam Road, Wilmington, Ohio 45177 (hereinafter called the "Lessor") and GREGORY & COOK CONSTRUCTION, INC., a Delaware corporation, 7575 San Felipe, Suite 350, Houston, Texas 77063 (hereinafter called the "Lessee").

WITNESSETH:

In consideration of the rents, covenants and conditions hereinafter set forth to be kept and performed by the Lessee, the Lessor hereby leases unto the Lessee the Leased Premises. The terms and conditions of this Lease are as follows:

1. **Leased Premises.** Real property located at 340 West Curry Road, Wilmington, Ohio, consisting of an approximately 9,000 sq. ft. commercial concrete building, situated on 15.0 +/- acres, subject to all easements, restrictions of record, and other matters of record (the "Leased Premises") as set forth in EXHIBIT A attached hereto and made a part hereof.

2. **Term and Renewal.** Lessee shall have and hold the Leased Premises for nine (9) months commencing May 1, 2008 (the "Commencement Date") and ending February 28, 2009 (the "Term"). Lessee shall not occupy the Leased Premises unless and until Lessee has provided Lessor with the security deposit, first month's rent and a Certificate of Insurance with the requisite coverage, as provided for herein. Provided Lessee is not in default of this Lease upon expiration of the Term, and provided that Lessee has not been default of this Lease during the Term, Lessee shall have the right to renew this Lease for one (1) additional six-month term (the "Renewal Term") by affording Lessor written notice at least ninety (90) days prior to the expiration of the Term.

3. **Holdover Tenancy.** If Lessee remains in possession of any part of the Leased Premises after expiration or termination of this Lease, Lessee will pay 125% of the current monthly rental, subject to all other provisions of this Lease (the "Hold Over"). Any such Hold Over shall not be considered a renewal or extension of this Lease for a period longer than one (1) month. Lessee shall be liable to Lessor for any damages, costs and fees, including a reasonable attorney's fees incurred for any eviction, collection or litigation proceedings, resulting from any Hold Over after Lessee received written notice from Lessor to vacate on one (1) months notice.

4. **Rent.** Lessee shall pay to the Lessor monthly rent during the Term, beginning May 1, 2008, in the amount of \$8,000.00 per month (the "Base Rent"), plus real property taxes of \$322.43 per month (the "Property Taxes"), plus real property insurance of \$43.33 per month (the "Insurance"), or \$8,365.76 per month, payable in advance no later than the first (1st) of each month. The Property Taxes and Property Insurance are subject to change as the real costs adjust during the Term and Renewal Term of the Lease. The Base Rent, the Property Taxes, the Property Insurance, and any other costs due under the terms of this Lease shall be deemed Rent for the purpose of this Lease. A late charge of \$250.00 shall be assessed in the event that the stated rent is not received by Lessor within ten (10) business days after the date rent is due. For the Renewal Term, the Base Rent per month shall be as follows:

Renewal Term 1 \$8,000.00

All payments shall be sent to ATTN: Controller, 600 Gillam Road, Wilmington, Ohio 45177.

Lessee shall remit a security deposit of \$8,000.00 (the "Deposit") prior to taking possession of the

Leased Premises, to ensure Lessee's performance of the terms and conditions of this Lease. Lessor shall have no obligation to establish a separate account for the Deposit or an interest-bearing account for the Deposit. Within (10) business days after expiration of the Lease and provided Lessee returns possession of the Leased Premises at expiration of the Term in at least as good condition as when possession was delivered to Lessee, normal wear and tear excepted, Lessor shall refund the Deposit to Lessee.

5. **Manner and Purpose.** The Leased Premises will be used and occupied by Lessee in a careful, safe and proper manner, for the limited purpose of storage of natural gas-line pipe and parking of equipment and vehicles.

6. **Hazardous Activities.** Lessee will not carry on or allow any activity which will invalidate Lessee's insurance coverage on the Leased Premises, or Lessor's insurance on the warehouse or cause an increase in premiums. Lessee will observe all reasonable precautions for the prevention of fire, explosion, or escape of fumes, and reasonable and necessary measures to protect the safety of persons and property.

7. **Obedience to Laws and Regulations.** Lessee will abide by all applicable federal, state, and local laws and regulations respecting the Leased Premises and their occupancy and use and will not use the Leased Premises or allow the same to be used for any unlawful purpose. Lessee, by authorized signature below, swears and affirms, to the best of its knowledge, that it operates its business in full compliance with all relevant laws and regulations including but not limited to occupational safety, handling and storage of volatile, hazardous, or extra-hazardous materials.

8. **No Warranty of Fitness.** Lessee acknowledges that Lessor has made no representation, and there is no express or implied warranty by Lessor with respect to the fitness of the Leased Premises for any particular purpose. Lessee has made an inspection of the Leased Premises and accepts the Leased Premises "AS IS" and "WHERE IS", with any and all faults, defects or damages existing prior to this Lease, and subject further to existing ordinances, zoning and land use restrictions.

9. **Utilities, Taxes, and Other Expenses.** Lessee shall place all utilities into Lessee's name immediately upon taking possession of the Leased Premises and shall be responsible for prompt payment of all utilities levied against the Leased Premises during the Term and Renewal Term. Lessee shall be responsible for payment of all taxes and special assessments levied against the real and personal property of which the Leased Premises are a part.

10. **Lessor's Repairs and Maintenance.** Lessor accepts no maintenance responsibilities during the Term and Renewal Term of this Lease.

11. **Lessee's Repairs and Maintenance.** Lessee shall be responsible for any and all repairs and maintenance to the Leased Premises. At the expiration of this Lease or prior termination, the Lessee shall surrender the Leased Premises to the Lessor in at least as good a condition as when received, normal wear and tear, damage from the elements or acts of God, or damage resulting from the negligence or willful misconduct of Lessor, its agents or employees, excepted.

12. **Insurance.** Lessee shall provide, at its cost, liability insurance on the Leased Premises for the full term of this Lease, with a per occurrence limit of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage and an Aggregate Limit of \$2,000,000. Each policy shall name Lessor as an additional insured and shall provide that the insurer will give Lessor written notice at least thirty days prior to the effective date of cancellation. Lessee shall furnish appropriate certificates or other satisfactory proof of insurance to Lessor prior to taking occupancy of the Leased Premises.

13. **Indemnity.**

a. Lessee will indemnify and hold Lessor harmless against all loss, damage, expense,

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costs, and attorney fees incurred by Lessor in discharging any filed or inchoate mechanic's or material man's liens arising from Lessee's maintenance or improvement of the Leased Premises.

b. Except as provided above, each party shall indemnify and hold the other party harmless against all loss, damage, expense and costs for damage to the other party's property the Leased Premises or the property of third parties, or for injury or death to persons arising out of or related to the negligent acts/omissions or misconduct of such party or its employees or agents.

14. Waiver of Subrogation. Each party hereto waives any and every claim which arises or may arise in such party's favor against the other party hereto during the Term and Renewal Term of this Lease for any and all loss of, or damage to, any of such party's property located within or upon, or constituting a part of, the Leased Premises, which loss or damage is covered by valid and collectible fire and extended coverage insurance policies, to the extent that such loss or damage is recoverable under such insurance policies. Such mutual waivers shall be in addition to, and not in limitation or derogation of, any other waiver or release of, or damage to, property of the parties hereto. Inasmuch as such mutual waivers will preclude the assignment of any aforesaid company (or other party), each party hereby agrees immediately to give to each insurance company which has issued such party policies of fire and extended coverage insurance, written notice of the terms of such mutual waivers, and to cause such insurance policies to be properly endorsed, if necessary, to prevent the invalidation of such insurance coverage by reason of such waivers.

15. Destruction of the Premises. If the Leased Premises are damaged in part or whole from any cause and can be substantially repaired and restored within ninety (90) days from the date of the damage using standard working methods and procedures, Lessor shall at its expense promptly and diligently repair and restore the Leased Premises to substantially the same condition as existed before the damage. In this event, if the Leased Premises are not repaired and restored within said ninety (90) day period, Lessee may cancel the Lease by giving notice to the Lessor.

If the Leased Premises cannot be repaired and restored within ninety (90) days then either party may, within ten (10) days after determining that the repairs and restoration cannot be made within the ninety (90) day period, cancel the Lease by giving notice to the other party.

If the parties cannot agree as to length of time needed to make the necessary repairs and restoration, the Lessor shall select a qualified contractor reasonably satisfactory to Lessee to provide the estimate that shall be conclusive in determining the length of time to repair and restore.

During the period of time the Leased Premises are being restored and repaired and until Lessee again uses such space, the Rent shall abate in proportion to that part of the Leased Premises that is unfit for use in Lessee's business.

16. Condemnation. If the Leased Premises, or a substantial portion of the Leased Premises, is taken under the power of eminent domain for any public or quasi-public use such that, in the opinion of Lessee continued use or occupancy would be impracticable, then this Lease may be terminated by written notice to the Lessor within thirty (30) days of the taking. In case of such termination, Lessor and Lessee shall have no further obligations under this Lease except Lessee shall pay rent accrued through the date of termination. If any part of the Leased Premises is taken under a right of eminent domain, and except as provided in this section, the Lease terminates on the earlier of Lessee's termination or on the date possession is required for the public use, and the taking shall constitute neither an eviction of Lessee nor a breach by Lessor of the covenant of quiet enjoyment.

If only a part of the Leased Premises is taken, if the remaining Leased Premises can be substantially restored within sixty (60) days, and if twelve (12) or more months remain in the current term, Lessee may elect to continue the lease and to have the Leased Premises restored by giving written notice to that effect to Lessor not later than ten (10) days after possession is taken for public use of the appropriated part. In such case,

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Lessor will restore the remaining Leased Premises at its sole expense. During and after restoration and until Lessee's right to use the entire Leased Premises is reacquired, the rent to be paid by Lessee will be abated by an equitable amount.

Lessee hereby waives any and all rights to participate in the proceeds of any award made in any condemnation proceedings for the taking of the Leased Premises, or any portion thereof, except to the extent that compensation may be made for Lessee's moving expense.

17. Entry by Lessor. Lessee will permit Lessor or its agents to enter the Leased Premises at all reasonable times upon prior notice to examine same and to ensure proper enforcement of the terms of this Lease, so long as Lessor does not interrupt ongoing business operations of Lessee.

18. Lessee's Improvements. After obtaining written consent from Lessor, which consent shall not be unreasonably withheld, Lessee may make improvements to the Leased Premises. Any improvements to the Leased Premises shall remain with the Leased Premises, unless otherwise stated in writing. Any personal property or trade equipment of Lessee shall remain the property of Lessee after termination or expiration of the Term and Renewal Term.

19. Default of Lessee. The occurrence of any of the following shall constitute a material default by Lessee of this Lease:

- 19.1 Any failure by Lessee to pay rent or any other monetary sums required to be paid hereunder where such failure continues for ten (10) days after written notice thereof from Lessor to Lessee.
- 19.2 The abandonment or vacation of the Leased Premises by Lessee other than as provided for herein. For purposes of this Section 19.2, abandonment or vacation shall mean Lessee's unexplained absence from the Leased Premises for a period of thirty (30) consecutive days.
- 19.3 A failure by Lessee to observe and perform any other material provision of this Lease to be observed or performed by Lessee when such failure continues for fifteen (15) days after written notice thereof from Lessor to Lessee; provided, however, that if the nature of such default is such that it cannot reasonably be cured within fifteen (15) days, Lessee shall not be deemed to be in default if Lessee shall within the fifteen-day period commence such cure and thereafter diligently prosecute the same to completion.
- 19.4 Lessee makes an assignment for the benefit of creditors, or is subjected to receivership;
- 19.5 Lessee's interest in the Leased Premises is subjected to execution, attachment, or other legal process;
- 19.6 Lessee is adjudicated bankrupt in a voluntary or involuntary proceeding.
- 19.7 Lessee attempts to make an unauthorized assignment of this Lease, or attempts to sublease any portion of the Leased Premises without the written consent of Lessor, which consent shall not be unreasonably withheld.
- 19.8 Lessor's failure to perform or observe any of its Lease obligations after a period of thirty (30) days or the additional time, if any, that is reasonably necessary to promptly and diligently cure the failure after receiving notice from Lessee in a Default. The notice shall give in reasonable detail the nature and extent of the failure and identify the Lease provision(s) containing the obligation(s). If Lessor commits a Default, Lessee may terminate this Lease and/or may pursue any other remedies given under the Lease at law or in equity.

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- 19.9 Any breach of this Lease by Lessee as provided in this section shall accelerate all payments due hereunder and the same shall be immediately payable to Lessor; provided, however, that any amounts received by Lessor in reletting the Leased Premises shall mitigate and offset any amounts owed by Lessee to Lessor. Lessor shall use its best efforts to mitigate and offset any amount.
- 19.10 If Lessee defaults, Lessor may enter and repossess the Leased Premises as if this Lease had not been made, and the Lease will thereby terminate without prejudice to Lessor's rights of action for past due rent, breach of covenant, present and prospective damages, or other cost or expense resulting from Lessee's default. For purposes of this section, the commencement of an action in forcible entry and detainer, ejectment, or similar action following default by Lessee is equivalent to an actual entry of the Leased Premises by Lessor.
- 19.11 The waiver by Lessor of any default by Lessee shall not constitute a waiver of any other default or of any subsequent default of the same or similar kind.
- 19.12 Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law.

20. Removal of Lessee's Effects Upon Termination. If the Lessee shall not remove all of its effects from the Leased Premises within thirty (30) days after the earlier of termination or expiration of this Lease, Lessor may, at its option, remove all or part of said effects in any manner that Lessor shall choose and store the same without liability of Lessor for loss thereof, and Lessee shall be liable to Lessor for all expenses incurred in such removal and also storage of said effects. If said effects are not claimed within three (3) months after termination of this Lease and storage has not been paid, Lessor may cause said effects to be sold to satisfy the cost. Upon any termination of this Lease and wherein Lessee shall be liable in any amount to Lessor, Lessor shall have a lien upon the personal property and effects for such price as Lessor may deem best and apply the proceeds of such sale upon any amounts due under this Lease from Lessee to Lessor, including the expenses of the removal and sale.

21. Successive Parties. This Lease and all provisions hereof shall be binding upon the heirs, administrators, executors, successors and assigns of the parties hereof, except that no assignment of all or any part of this Lease by Lessee in violation of its terms shall vest any right, title, or interest in the purported assigns.

22. Notices. All notices required by any of the terms and conditions of this Lease shall be in writing. Notices shall be deemed given when the notice is prepared, adequately addressed with proper postage, and deposited in the United States mail, postage prepaid, certified, or registered mail, return receipt requested, or by telecopier. Unless the party concerned designates another address, notices to Lessor shall be mailed or delivered to the addresses as follow:

If to Lessor: R.L.R. Investments, L.L.C.
Attention: Legal Department
600 Gillam Road, P.O. Box 271
Wilmington, Ohio 45177
PHONE: (937) 382-1494
FAX: (937) 383-2336

If to Lessee: Gregory & Cook Construction, Inc.
Attention: Ronnie Wise
7575 San Felipe, Suite 350
Houston, Texas 77063

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PHONE: (713) 780-7500
FAX: (713) 890-9388

23. Subletting and Assignment. Lessee shall not have the right to sublet or assign all or part of its interest in the Leased Premises during the Term and Renewal Term of this Lease.

24. Fuel Equipment. Lessee shall not cause any underground fuel tanks to be brought and/or installed onto the Leased Premises. Lessee shall be permitted to install on the Premises during the Term and Renewal Term of this Lease three (3) above-ground storage tank ("AST") for the purpose of storing fuel. The installation of the AST shall be pursuant to all applicable local, state and federal regulations and laws governing the installation of AST's. Lessee shall secure all necessary governmental and regulatory permits before installing the AST. In accordance with Section 25 of this Lease, Lessee shall be responsible for any and all remediation of the AST site, should such remediation be deemed necessary as a result of the placement, operation, and removal of the AST.

25. Environmental. Lessee agrees that it will comply at all times with all local, state or federal environmental laws, rules, regulations, ordinances, or orders, including, without limitation, the Resource Conservation Recovery Act of 1976 (42 U.S.C. 6901 et seq.), as amended, and the Comprehensive Environmental Response Compensation and Liability Act (42 U.S.C. 9601 et seq.) as amended. Lessee shall and hereby does indemnify and hold Lessor harmless from and against any and all loss, including diminution in value, damages, expenses, fees, claims, costs and liabilities (including, but not limited to, attorney fees and costs of litigation) arising out of or in any manner related to the "release" or "threatened release" of, and for any cleanup responsibility and for any personal or property damage imposed or sought to be imposed upon Lessor by any third party claimant or under any federal, state or local law, ordinance, rule or regulation now or hereafter in effect, with respect to, any "hazardous waste" or "hazardous substance" (as those terms are defined in RCRA and CERCLA, and any rules and regulations now or hereafter promulgated there under), or any pollutant, or other contaminant on, in, from or about the Leased Premises or any portion or portions thereof, which release or threatened release arises out of Lessee's use or occupancy of the Leased Premises. Lessor shall indemnify and hold Lessee harmless from any liability or expense associated with the Environmental Issue which pre date the Effective Date of this Lease.

26. Surrender of Leased Premises. On the last day of the Term or on the earlier termination of the Lease, Lessee shall leave the Leased Premises, which shall include all land used by Lessee for parking, in good repair, order and condition, normal use, wear and tear excepted. Any damage to the land used for parking shall be repaired by Lessee and shall be returned to Lessor in the same good repair, order and condition as of the Commencement Date of said Lease. Other than an ouster of Lessee by virtue of Default, the parties agree that within ten (10) days prior to the termination of the Lease, they shall jointly conduct an exit inspection of the Leased Premises and develop a report setting forth the totality of repairs required to be made by Lessee to leave the Leased Premises in the condition required by this section of the Lease. This report will be the final and conclusive report of the scope and extent of the damage and repairs that the Lessor deems must be made by Lessee (other than damage or repair that the Lessor can show was made by Lessee between the time of the inspection and the move-out of Lessee). In the event that the parties are in agreement on the nature of extent of the repairs, Lessee shall have such repairs completed by the termination date. In the event the parties are not in agreement, Lessee shall repair prior to the Lease termination those repairs it agrees must be made by it under the terms of this Lease, Lessor will make the other repairs so as not to delay the further lease of the Leased Premises to a third party, and the parties will attempt to resolve the repair issues finally within the next thirty days. If the parties cannot resolve the open repair issues, the Lessor may proceed with all of its rights under law to collect amounts it deems owed to it.

27. Time. Time is of the essence in this Lease.

28. Miscellaneous.

a. Merger - This Lease reflects the entire understanding of the parties. Any prior representation or agreements, whether oral or in writing, are merged herein.

b. Headings - The paragraph headings set forth herein are for reference only and are not considered a part or a term or condition of this Lease.

c. Enforcement - In the event any provision(s) of this Lease is deemed unenforceable by a court or administrative agency order or decision, or subsequent legislative amendment or enactment of laws, the other provisions shall remain in full force and effect to the extent possible.

d. Waiver - The failure of a party to exercise any power given to such party hereunder, or to insist upon strict compliance by the other party of any obligation hereunder and no custom or practice of the parties at variance from the terms hereof shall constitute a waiver of such party's rights to demand exact compliance with the terms hereof.

e. Broker - Each party hereby represents and warrants to the other party that ~~Hommerlaw Real Estate Services, LLC, c/o Jeff Honnerlaw~~ (the "Broker"), is the only Broker, agent or company involved with this Lease, and that Broker represents the Lessor. Lessor shall be responsible to pay Broker and each party shall indemnify and hold the other party harmless from any claim or demand by any third party for a broker's fee.

IN WITNESS WHEREOF, the respective parties have executed this instrument as of the day and year first written above.

LESSOR: R.L.R. INVESTMENTS, L.L.C.

By:
Its:

Date

4/18/08

[Signature]
Witness

Witness

STATE OF OHIO)
COUNTY OF CLINTON)

On this, the 18th day of April, 2008, before me, a Notary Public in and for said County and State, personally appeared Gregory Roberts II who acknowledged himself to be a Member and Executive Vice President of R.L.R. Investments, L.L.C., and that he as such Member executed the foregoing instrument for the purposes therein contained by signing his name thereto.

MICHELLE M. BORSOS

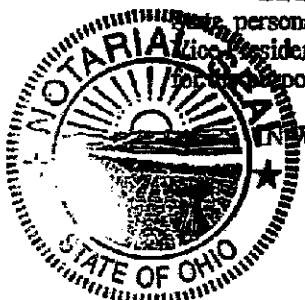
Notary Public

IN WITNESS WHEREOF, I hereunto set my hand and notary seal.

In and for the State of Ohio

My Commission Expires
June 15, 2009

[Signature]
Notary Public



LESSEE: GREGORY & COOK CONSTRUCTION,
INC.

By: C. W. B.

Date 4-18-08

Its: Project Engineer

[Signature]
Witness
[Signature]

Witness

STATE OF OHIO)
COUNTY OF CLINTON)

On this 1st day of April, 2008, before me, a Notary Public in and for said County and State, personally appeared Chuck Ray, who acknowledged himself to be the Proj. Engineer of Gregory & Cook Construction, Inc. and that he as such _____ executed the foregoing instrument for the purposes therein contained by signing his name thereto.

IN WITNESS WHEREOF, I hereunto set my hand and notarial seal.

Michelle M. Borsos
Notary Public



MICHELLE M. BORSOS
Notary Public
In and for the State of Ohio
My Commission Expires
June 15, 2009

LEASE AGREEMENT

This Lease is made and entered into this 1st day of March, 2008, by and between Blake Lumber Company / William S. Blake (Lessee) having an address of 210 Cunningham Street, Murrayville, Illinois 62668 and Welded Construction, L.P. (Lessor) having an address of 26933 Eckel Road (43551), P.O. Box 470, Perrysburg, Ohio 43552.

Whereas, Blake Lumber Company / William S. Blake, agree to lease property consisting of two (2) parcels: A) East side of Hwy. 67, north of ~~Wenderson~~ ~~Winchester Road~~, with approximately 4 acres including 6,000 square foot commercial building and B) approximately 13 acres, west of Hwy. 267 and south of Old Hwy. 67 as a field office/warehouse facility for the amount of \$7,000.00 (Seven Thousand Dollars) per month. Special Conditions, as agreed to, are included as Attachment "A" of this Lease Agreement.

*Murrayville
Road
(jg)*

Term of lease commencing on April 1, 2008 and shall terminate on December 31, 2008.

Welded Construction, L.P. shall have the right to continue this lease on a quarter-to-quarter basis; with any extension, thereafter, to be mutually agreed to by the Lessee and Lessor.

All equipment and material is the property of Welded Construction, L.P. and is to be moved and operated by only Welded Construction, L.P.

BLAKE LUMBER COMPANY/WILLIAM S. BLAKE:



William S. Blake

3-4-08
Date

WELDED CONSTRUCTION, L.P.:



Jeffrey Mogg, President

Correspondence and/or Invoices after December 31, 2008
should be mailed to:

Welded Construction, L.P.
Attn: Diane L. Ingmire
P.O. Box 470
Perrysburg, OH 43552-0470

3-15-08
Date

Attachment "A"

Welded Construction will furnish and/or install utilities. Welded Construction will clean any oil or petroleum spills or stains and will grade property to its original contour at the conclusion of the lease. Welded Construction, L.P. will be responsible for any damages to property and/or structures that are in excess of "normal wear and tear".

Any additional changes or alterations to existing site require prior approval of property owner.

No hazardous waste will be stored on property, excluding the use of normal petroleum products used in the repair & maintenance of trucks and equipment. No fuel tank storage will be permitted.

Additional rock/gravel may become necessary for soil stabilization and will be placed by mutual agreement between William S. Blake and Welded Construction's supervising personnel on site. Removal will be at Lessee discretion.

Welded Construction, L.P. will furnish Certificate of Insurance listing Blake Lumber Company/William S. Blake as an 'Additional Insured' and renew as needed.

Welded Construction, L.P. will furnish Certificate of Insurance listing Kansas City Southern Railroad as an 'Additional Insured' and with indemnification for any and all incidents of damage, injury or death.

PROPOSED PROPERTY FOR FIELD OFFICE/WAREHOUSE FACILITY

ROCKIE'S EXPRESS SPREAD 1 - Jacksonville, ILLINOIS

PHYSICAL LOCATION	PROPERTY DESCRIPTION	ZONING	AVAILABILITY	RENTAL PERIOD**
ACTUAL ADDRESS TO BE PROVIDED	Property to be leased consists of 2 parcels: A). East side of Hwy 67, north of Woodson Winchester, approximately 4 acres with Commercial Building. B). Approximately 13 acres (operated as sawmill), west of Hwy 267 and south of Old Hwy 67	To Be Provided	1-Apr-08	April 1, 2008 to December 31, 2008**
				**PENDING FERC APPROVAL
CONTACT	RENTAL AGREEMENT	SPECIAL CONSIDERATIONS		
Blake Lumber Company William S. Blake 210 Cunningham Street P.O. Box 173 Murrayville, Illinois 62668	\$2,000.00 per month** for 4 Acre Parcel + 6,000 sq ft building	Welded will furnish certificate of insurance. Welded will furnish & install own utilities.		
	\$5,000.00 per month** for 18 Acre Parcel + Misc. Buildings	Welded Construction personnel will have uncontrolled access to the property in order to conduct business operations (7 days per week / 24 hours per day).		
	**PENDING FERC APPROVAL	Any additional changes or alterations to existing site require prior approval of property owner.		
		No hazardous waste will be stored on property, excluding the use of normal petroleum products used in the repair & maintenance of trucks and equipment.		
		Welded will restore property to original condition at conclusion of lease.**		
		The equivalent of One Month Rental (Total \$7,000.00) as Earnest Money upon Acceptance of this Memorandum of Understanding will be paid by Welded Construction, L.P. and will be Non-Refundable.		
		Upon FERC approval, execution of Lease Agreement, and prior to occupancy, Welded Construction, L.P. will pay entire rental amount (\$63,000.00) as a Lump Sum.		
		This payment covers the Rental Period from April 1, 2008 to December 31, 2008.		

MEMORANDUM OF UNDERSTANDING

Revised: January 3, 2008

We agree to the above:




1-15-08

Date William S. Blake

1-22-08

Date Jeffrey D. Mogg, President, Welded Construction, L.P.

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID ON WELDE-2	DATE (MM/DD/YYYY) 03/19/08
PRODUCER Hylant Group - Toledo 811 Madison Ave Toledo OH 43604 Phone: 419-255-1020 Fax: 419-255-7557		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Welded Construction, LP Nogg, LLC Ohio Welded Company 26933 Eckel Road P. O. Box 470 Perrysburg OH 43552		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Hartford Fire Insurance Co.	019682
		INSURER B: Hartford Ins Co of the Midwest	037478
		INSURER C: Travelers Prop Cas Co America	025674
		INSURER D: National Union Fire Ins Co PA	019445
		INSURER E: Twin City Fire Insurance Co.	029459

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS			
A GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GenAgg-PerProject <input checked="" type="checkbox"/> \$50,000 Ded GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	45CBSEQU0144	04/01/07	04/01/08	EACH OCCURRENCE	\$1,000,000		
				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000		
				MED EXP (Any one person)	\$ 10,000		
				PERSONAL & ADV INJURY	\$1,000,000		
				GENERAL AGGREGATE	\$5,000,000		
				PRODUCTS - COM/PROP AGG	\$2,000,000		
A AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Hired Car PhysDam	45CBSEQU0142	04/01/07	04/01/08	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000		
	MED PROGRAM STRUCTURE: (LIMITS AND EXEMPT) \$50,000 EACH ACCIDENT \$2,500 COMP DED \$10,000 COLL DED			BODILY INJURY (Per person)	\$		
				BODILY INJURY (Per accident)	\$		
				PROPERTY DAMAGE (Per accident)	\$		
D GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$		
				OTHER THAN AUTO ONLY: EA ACC AGG	\$		
D EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	BE7234848	04/01/07	04/01/08	EACH OCCURRENCE	\$25,000,000		
				AGGREGATE	\$25,000,000		
					\$		
					\$		
					\$		
B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	45WUQ00140 - ALL STATES 45WUQ00145 - WISCONSIN	04/01/07	04/01/08	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER			
		04/01/07	04/01/08	E.L. EACH ACCIDENT	\$1,000,000		
				E.L. DISEASE - EA EMPLOYEE	\$1,000,000		
				E.L. DISEASE - POLICY LIMIT	\$1,000,000		
C EQUIPT FLOATER Leased/Rented Equip	QT6805634B664	04/01/07	04/01/08	Owned	\$64,936,450		
				Per Item	\$1,000,000		
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS Certificate holder is included as Additional Insured as respects the lease of the following property - East side of Hwy 67, North of Murrayville Road; approximately 4 acres, including 6,000 sq. ft. building and approximately 13 acres, West of Hwy 67 and South of Old Hwy 67.							

CERTIFICATE HOLDER <div style="text-align: right;">SLALU01</div> William S. Blake dba Blake Lumber Company 210 Cunningham Street Murrayville IL 62668	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID ON WELDE-2	DATE (MM/DD/YYYY) 03/19/08
PRODUCER Hylant Group - Toledo 811 Madison Ave Toledo OH 43604 Phone: 419-255-1020 Fax: 419-255-7557		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Welded Construction, LP Mogg, LLC Ohio Welded Company 26933 Eckel Road P. O. Box 470 Perrysburg OH 43552		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Hartford Fire Insurance Co.	019682
		INSURER B: Hartford Fire Co of the Midwest	037478
		INSURER C: Travelers Prop Cas Co America	025674
		INSURER D: National Union Fire Ins Co PA	019445
		INSURER E: Twin City Fire Insurance Co.	029459

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR	POLY	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY	45CSEQU0144	04/01/07	04/01/08	EACH OCCURRENCE	
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				\$1,000,000	
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
		<input checked="" type="checkbox"/> GanAgg-PerProject				VED EXP (Any one person)	\$ 10,000
		<input checked="" type="checkbox"/> \$50,000 Ded				PERSONAL & ADV INJURY	\$1,000,000
		GENL AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$5,000,000
		<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG	\$2,000,000
A		AUTOMOBILE LIABILITY	45CSEQU0142	04/01/07	04/01/08	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS					
		<input checked="" type="checkbox"/> NON-OWNED AUTOS	DED PROGRAM STRUCTURE:				
		<input checked="" type="checkbox"/> Hird Car PhysDam	(INDemnITY AND EXPENSE)				
			\$50,000 EACH ACCIDENT				
			\$2,500 COMP DED				
			\$10,000 COLL DED				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
D		EXCESS/UMBRELLA LIABILITY	BE7234848	04/01/07	04/01/08	EACH OCCURRENCE	\$25,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$25,000,000
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input checked="" type="checkbox"/> RETENTION \$10,000					\$
B E		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	45WNU00140 - ALL STATES 45WNU00145 - WISCONSIN	04/01/07 04/01/07	04/01/08 04/01/08	<input checked="" type="checkbox"/> WC STATE-TORY LIMITS <input type="checkbox"/> OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$1,000,000
		OTHER				E.L. DISEASE - POLICY LIMIT	\$1,000,000
C		Equipmt Floater	QT6605634B664	04/01/07	04/01/08	Owned	\$64,936,450
		Leased/Rented Equip				Per Item	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate holder is included as Additional Insured as respects the lease of the following property: approximately 13 acres, West of Hwy. 67 and South of Old Hwy. 67 - (also known as 210 Cunningham Street, Murrayville, IL 62668). Indemnification for any and all incidents of damage, injury or death but only as respects the above named insured and their employees.

CERTIFICATE HOLDER

KANC102

Kansas City Southern
Railroad Company
427 W. 12th Street
Kansas City MO 64105

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

[Signature]

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**Rockies Express Pipeline-East Project
Contractor Yards**

ID	Task Name	Start	Finish	June	July	August	September	October	November	December
				E B M T W S	E B M T W S	E B M T W S	E B M T W S	E B M T W S	E B M T W S	E B M T W S
1	Surveys and Reports	Mon 5/26/08	Thu 5/29/08	◆						
2	Cultural Resources	Mon 5/26/08	Thu 5/29/08	◆						
3	Waterbody and Wetland	Mon 5/26/08	Thu 5/29/08	◆						
4	Biological	Mon 5/26/08	Thu 5/29/08	◆						
5	Training	Mon 6/9/08	Fri 6/13/08							
6	Construction	Mon 6/9/08	Wed 12/31/08							
7	Restoration	Mon 12/1/08	Wed 12/31/08							

Rockies Express Pipeline East Project - Contractor Yards and Staging Areas	Task Split Progress	Milestone Summary Project Summary	External Tasks External Milestone Deadline
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Document Content(s)

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