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06-1142-GA-BIN

June 9, 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 – TUSCOLA AND GREENSBURG
CONTRACTOR YARDS

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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.

On June 2, 2008, as supplemented on June 5, 2008, Rockies Express requested the Director of Office of Energy Projects to provide Rockies Express with written authorization ("Notice to Proceed") to commence construction at the Bowling Green, Old Highway 67, Winchester Road, Taylorville and Wilmington contractor yards. Those yards were approved for commencement of construction on June 6, 2008.

Rockies Express hereby requests authorization to commence construction at two additional contractor yards, Tuscola and Greensburg. As set forth in the attached data, environmental and biological clearances have been received at these yards. Rockies Express requests a Notice to Proceed at these discrete facilities so 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 11, 2008.

This is to certify that the images appearing are accurate and complete reproduction of a case file document delivered in the regular course of business.

Technician SM Date Processed 6/16/08

¹ Rockies Express Pipeline LLC, 123 FERC ¶ 61,234 (2008)

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

Rockies Express Pipeline-East Project Locations of Tuscola and Greensburg Contractor Yards			
Contractor Yard	Location (legal description)	Approximate Acreage and Land Use	Drawing
Tuscola	Section 1, T15N, R7E, Douglas County, Illinois	About 13.9 acres of previously disturbed, commercial industrial land with existing field roads and structures. Located South of US Highway 36 and east of county road 510 E	1280-A-CYARD-C
Greensburg	Section 17, T10N, R11E, Decatur County, Indiana	About 20 acres of cultivated agricultural field north of Interstate Highway 74 and east of County Road 800 East Road	1280-A-CYARD-4A

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)
 - Biological information
 - 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: Alys Lykens
 Laura Turner
 All Parties

**Rockies Express Pipeline-East Project
Tuscola & Greensburg Contractor Yards**

ID	Task Name	Start	Finish	June	July	August	September	October	November	December
1	Surveys and Reports	Mon 5/26/08	Fri 6/6/08							
2	Cultural Resources	Fri 6/6/08	Fri 6/6/08							
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	Wed 6/11/08	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

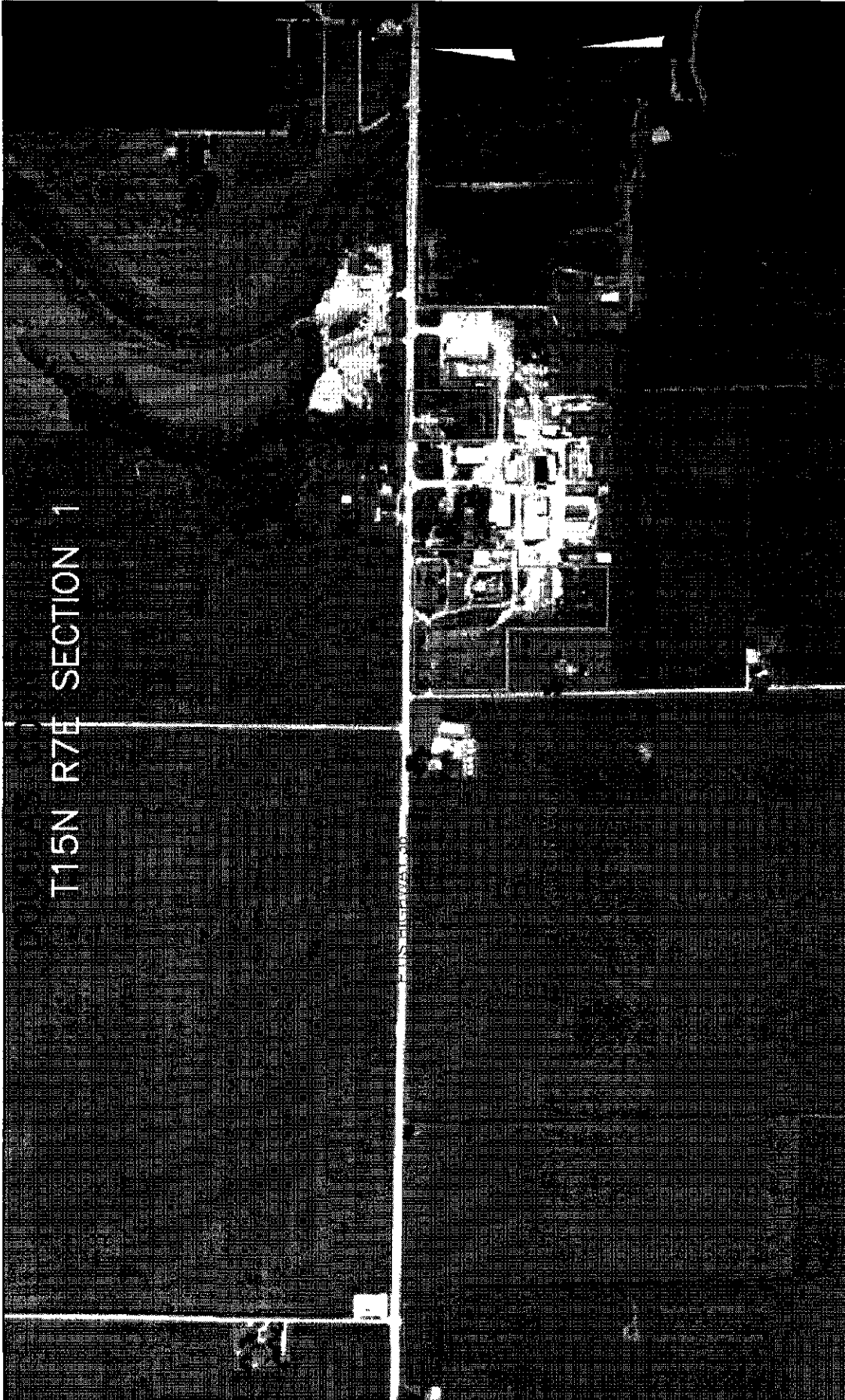


NOTE:
NO CONSTRUCTION WILL OCCUR THROUGH
A WETLAND OR WATERBODY UNTIL PERMITS
HAVE BEEN OBTAINED.

CONTRACTOR
SHEEHAN
ADDRESS
I-74 & CR 800 EAST RD
GREENSBURG, IN 47240

 GULF INTERSTATE ENGINEERING HOUSTON, TEXAS	G.I.E.	02/20/08	 Rockies Express Pipeline
	G.I.E.	05/27/08	
	G.I.E.		
	G.I.E.		
	G.I.E.		
1" = 600'			Decatur County, Indiana
			1280-A-CYARD-4A
			1 of 1
			0



T15N R7E SECTION 1



NOTE:
NO CONSTRUCTION WILL OCCUR THROUGH
A WETLAND OR WATERBODY UNTIL PERMITS
HAVE BEEN OBTAINED.

CONTRACTOR
H. C PRICE

ADDRESS
MIDLAND MACHINE NORTH
520 E. HWY. 36
TUSCOLA, IL 61953

 GULF INTERSTATE ENGINEERING <small>INCORPORATED</small>	 Rockies Express Pipeline	
	G.I.E.	06/03/08
	G.I.E.	06/03/08
	G.I.E.	
	G.I.E.	
CONTRACTOR H. C PRICE ADDRESS MIDLAND MACHINE NORTH 520 E. HWY. 36 TUSCOLA, IL 61953		ROCKIES EXPRESS PIPELINE REX-EAST SPREAD C CONTRACTOR YARD TUSCOLA YARD Douglas County, Illinois 1280-A-CYARD-C 1" = 600' SHEET NO. 1 of 1 REC'D

LEASE

THIS LEASE, entered into by and between J. L. Wesley Enterprises, Inc. a corporation (hereinafter referred to as "Lessor") and Gregory & Cook construction, Inc. a corporation (hereinafter referred to as "Lessee").

WITNESSETH THAT Lessee desires to lease the twenty (20) acres of undeveloped property located as a part of the Northwest Quarter of Section 17, Township 10 North 11 East, Salt Creek Township, Decatur County, Indiana. (Hereinafter referred to as "Real Estate"). The legal description to said Real Estate is attached hereto as Exhibit "A" and incorporated herein. Said property is commonly referred to as 8190 E CR 150 South Greensburg, Indiana 47240. Lessee understands and acknowledges that it is subleasing said property from the Lessor.

Now, therefore, in consideration of the premises and the rent provided herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **LEASED PREMISES.** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the Real Estate.
2. **LEASE PAYMENT and LEASE TERM.**
The Lease Payment shall consist of:
 - (a) The sum of One Hundred Sixty Thousand Four Hundred Dollars and no cents (\$160,400.00) shall be paid on the first day of the lease by Lessee to Lessor in compensation for the Lessors obligations as set out in Number 3 of this Lease. This price or lease payment will be increased or decreased based on a fuel surcharge calculated on the difference in fuel price from January 24, 2008 to the date the work is actually started.
 - (b) The sum of Fifteen Thousand Four Hundred Seventeen Dollars and no cents (\$15,417.00) shall be paid by Lessee to Lessor on the first day of the lease and a similar and equal sum shall be paid by Lessee to Lessor on the first day of each calendar month during this lease. Time shall be considered of the essence in this agreement.
 - (c) No security deposit shall be required of Lessee. This Lease shall be for a period of one year starting on the first day of June 2008. If this lease is extended by the written consent of both parties then the Lease will be construed as a month-to-month lease and Lessee shall pay the sum of Twelve Thousand Dollars each month (\$12,000.00) on the first day of each month during said lease term. If the Lease is mutually extended by both parties as set out above then all other provisions of this Lease shall remain in full force and effect. However lessee must give Notice to the Lessor ninety (90) day in advance of the termination of the lease, if Lessee desires to extend the term of this Lease.

3. **USE OF LEASED PREMISES.** Lessee shall use the Leased Premises for the business reasons as state herein. Said use shall include but not be limited to:

Lessor shall install a four-acre lot with stone to be used as a staging area for the Lessee to use in the storage of equipment, trucks, vehicles, trailers for the installation of a nearby gas line. Said four acre lot will include stripping six inches of topsoil off the four acres and then lay in six inches of compacted and aggregate stone in amount and type appropriate and reasonable for this type of use.

a. Lessee shall not use the Leased Premises or maintain them in any manner constituting a violation of any ordinance, statute, regulation, or order of any governmental authority, nor shall Lessee maintain, permit or suffer any nuisance to occur or exist on the Leased Premises.

b. The Lessor shall install a two (2) inch water main line to the four-acre lot to be used for extensions of piping to other points on the property.

c. The Lessor shall install two (2) access entrance roads 60' in width with culverts to the four-acre site to be utilized for purposes of ingress and egress to said site.

d. The remainder of the Leased Property shall be utilized to store equipment; vehicles, trailers, contained fuel and such items as shall be needed by the Lessee or any of its sub lessors.

e. The four-acre staging area shall be identified in the attached "Exhibit B."

f. Lessor shall cause to be installed one application of bean oil to the four acre stoned site after the installation of the compacted rock surface. The four acre lot shall be located on the portion of the Real Estate, which abuts the current Petro Truck Stop. The four-acre site also now referred to as a Parking Area shall remain on the Premises after the termination of the lease. Lessee shall be obligated to maintain the current driveway on the Real Estate.

g. Lessor shall be caused to install one application of weed chemical on the remaining sixteen acre site to kill all remaining vegetation.

h. Lessor will install geo textile fabric over the said 4 acre parking area and entrances.

4. **SURRENDER AND HOLDOVER**

Upon the expiration or sooner termination of this Lease Agreement, Lessee shall surrender to Lessor the Leased Premises together with all the property affixed to the Leased Premises cleaned and in the same order and condition in which Lessee received them. If Lessee fails to remove any fixtures they shall be considered the property of the Lessor. If Lessee shall remain in possession of the Leased Premises with the consent of the Lessor, then the Lessee shall be considered the property of the Lessor. If Lessee shall remain in possession of the Leased Premises with the consent of the Lessor, then the Lessee shall be considered the Lessee from month to month and subject to all the other applicable terms of this Lease.

Lessee shall pay to Lessor the sum of Twelve Thousand Dollars (\$12,000) per month during the month-to-month tenancy.

5. **ASSIGNMENTS AND SUBLETTING**

Lessee shall be allowed to sublease or transfer this Lease in whole or in part, or sublet the Leased Premises or any part thereof, or grant a license or concession in connection wherewith upon first obtaining the written permission of Lessor.

6. **ALTERATION OF LEASED PREMISES**

Lessee shall not cause or permit any alterations, additions or changes of or upon any part of the Leased Premises except as stated herein. Lessor shall not unreasonably withhold permission for alterations, additions, or changes to the leased premises in order to accomplish or accommodate the business plans of Lessee or its Sub Lessee.

7. **DAMAGE OR DESTRUCTION**

a. Total Destruction

In the event the Leased Premises are damaged or destroyed by fire, earthquake or any other casualty to such an extent as to render the same undesirable in whole or in substantial part, Lessee shall give Lessor immediate notice of the occurrence of any such casualty, and either Lessor or Lessee shall have the option to terminate this Lease unless Lessor, within thirty (30) days after receipt of such notice notifies Lessee of its election to repair or to restore the Leased Premises and if Lessee does not terminate this Lease, Lessor shall complete such repairs within sixty (60) days after such casualty and all rent due hereunder shall be abated during the period from the day following the casualty until completion of the repair or restoration in the same proportion as the Unleasable portion of the Leased Premises bears to the former rentable area thereof.

b. **Partial Destruction.**

In the event the Leased Premises are damaged by fire, earthquake or any other casualty to such an extent that the Leased Premises shall be rendered unLesseeable in part (but less than a substantial part), the Lessor shall promptly at its own expense repair and restore the Leased Premises: provided, however, nothing herein shall obligate Lessor to repair or restore the Leased Premises if the casualty occurs one month before expiration of the Lease. The rent shall be abated proportionately as to the portion of the Leased Premises rendered unLesseeable from the day following the casualty until completion of the repair and restoration.

8. **CONDEMNATION**

If the leased premises or such portion thereof as will make the any legally constituted authority or if a conveyance or other acquisition is made in lieu of the condemnation is made, then this lease shall terminate as of the date possession is required by the condemner. If a portion of the Leased premises is condemned but the remainder is still suitable for the use permitted in this Lease, the Lease shall not terminate but a portion of the rent for the rest of the term shall be abated in proportion to the amount of Leased Property taken. All compensation paid in connection with the condemnation shall belong to and be the sole property of Lessor, except Lessee's award for trade fixtures or moving expenses.

9. **INDEMNIFICATION AND RELEASE**

Lessee shall indemnify Lessor against all damages, claims and liability arising from any accident or injury whatsoever caused to any person, firm or corporation, or other entity during the Lease Term in the Leased Premises if such claim, damage or liability is caused by the Lessee. Lessor shall indemnify Lessee against all damages, claims and liability arising from any accident or injury whatsoever caused to any person, firm or corporation, or other entity during the Lease term in the Leased Premises if such claim, damage or liability is caused by the Lessor. The indemnification herein provided shall include all costs, counsel fees, expenses and liabilities incurred in connection with any such claim or any action or proceeding brought thereon.

10. EVENTS OF DEFAULT.

Any of the following shall be considered in Event of Default.

- a. The failure of Lessee to pay any installment of rent within five (5) days of the due date. The failure of Lessee to pay to perform or observe any other covenant, term, or condition of this Lease to be performed or observed by Lessee and if curable, the failure continues for fifteen (15) days after written notice and demand therefore is served upon the Lessee by Lessor.

11. ADVANCES AND INTEREST.

Upon the occurrence of any Event of Default, Lessor may if any default has not been cured, cure that default for the account of and at the expense of the Lessee. All sums as to which Lessee is in default of payment shall bear interest at the rate of Eighteen (18%) until paid.

12. ATTORNEY'S FEES.

Each party shall pay the other party's reasonable legal costs and attorney's fees incurred in successfully enforcing against the other party any covenant, term or condition of this lease.

13. GENERAL AGREEMENT OF PARTIES.

- a. This Lease shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the parties. This provision, however, shall not be construed to permit the assignment of this Lease except as may be permitted hereby.
- b. When applicable, use of the singular form of any word shall mean or apply to the plural and the neuter form shall mean or apply to the feminine or masculine.
- c. The captions and article numbers appearing in this Lease are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of such provisions.
- d. No waiver by Lessor of any default by Lessee shall be effective unless in written, nor operate as a waiver of any other default or of the same default on a future occasion. Lessor's acceptance of rent shall not be deemed a waiver as to any preceding default. All notices to be given hereunder shall be deemed sufficiently given when in writing and (a) actually served on the party to be notified or (b) placed in an envelope directed to the party to be notified at the following addresses and deposited in the United States mail by certified or registered mail, postage prepaid:

1. If to Lessor at: 101 N. 400 E Greenfield, Indiana 46140
2. If to Lessee at: 7575 San Felipe, Suite 350, Houston, TX 77063

14. Jurisdiction

All parties' consent to the Hancock County Courts (Indiana) in deciding all issues and matters pertaining to this Lease. This Lease shall be construed in accordance with the Laws of the State of Indiana.

15. Utilities and Building Maintenance

Lessee shall be obligated to pay all utilities associated with the use of the Real Estate. Lessee shall be responsible for cutting the grass and insuring their own personal property. Lessor is not responsible for providing insurance for Lessee's property.

Utility Service. The Premises does not currently have electric and/or internet service. If Lessee wishes to have electric internet service to the Premises, Lessee shall, at its sole cost and expense, obtain the installation of these services. Lessee shall be solely responsible to pay all amounts due to utility companies. Unless otherwise agreed to in writing by the Lessor, upon the termination of this Lease, Lessee, at its sole cost and expense, shall remove all structures, cables and related materials that were installed to provide electric service and internet service.

The Premises does not currently have water or sewer service. Lessor, at its sole cost and expense, shall obtain the installation of water service from Napoleon Rural Water Corp., and Lessee shall be solely responsible to pay all amounts due to the Napoleon Rural Water Corp. Upon the termination of this Lease, Lessee shall, with the cooperation of Lessor, arrange for the water service to be transferred in the name of Lessor.

Lessee will be using portable toilet facilities at the Premises, and Lessee agrees that no waste of any kind from the portable toilet facilities will be dumped, drained, or applied to the Premises in any fashion.

16. **Restoration of Real Estate.** Lessor desires the lessee to be obligated to restore the non-stoned area (approximately 16 acres) of farmland the Real Estate to his prior condition by sub-soiling the land for compaction. Lessee shall remove all road culverts, entrances and restore to natural condition. Lessee shall be obligated but not limited to removed all contaminants on the property petroleum spills and to dispose of said contaminants and petroleum spills in accordance with applicable law. All foreign debris such as trash, etc. will be properly disposed of and removed by Lessee.

17. **Insurance** Lessee shall be obligated to carry standard casualty and liability insurance on the real estate in an amount of no less than One million dollars (\$1,000,000.00) per person and Two Million (\$2,000,000.00) per occurrence. Said insurance shall list the Lessor as co-insured or protected party. The Lessee shall require any sub-lessee to name the Lessor as an additional insured.
18. **Taxes and Assessments**: Lessee is not responsible for payment of real estate taxes and assessments associated with the real estate during the terms of the lease.
19. **Time Period for Installation of Four (4) Acre Lot and Improvements**: Lessor shall be allowed two weeks from the first day of the Lease to complete the four-acre lot and other obligations as outlined by paragraph three of this agreement. This time limit shall be reasonably extended by adverse weather conditions.
20. **No Liens**. Lessee will forth with cause any mechanic's, materialsman's or Other liens which may be recorded or perfected or which may otherwise attach to all or any portion of the real property of which the Real Estate are a part as a result of work done by or for Lessee, to be discharged or released of record or fully bonded by surety satisfactory to Lessor.
 - a. **Quiet Enjoyment**: Upon Lessee paying the rent reserved hereunder and observing and performing all of the covenants, conditions, and provisions on the Lessee's part to be observed and performed hereunder, Lessor warrants that Lessee shall have peaceable and quiet possession of the Real Estate for the entire term hereof and any extension or renewal thereof, subject to all provisions of this Lease.
21. **Effect of Breach**.
 - (A) **Lessee Default**: If default is made in the payment of rent when due, or if Lessee shall be in default or otherwise fail in the performance of any obligations of Lessee under the Lease, Lessor shall have the right to terminate this Lease by giving Lessee written notice or intention to terminate, setting forth the default or defaults. All of the Lessee's future rights and obligations hereunder shall cease and terminate without further notice fifteen (15) days after such written notice is given, unless prior to the expiration thereof Lessee shall have fully

cured or has taken reasonable steps or actions to begin to cure the default or defaults (including failure to pay rent when due) to Lessor's satisfaction, which satisfaction shall not be unreasonably withheld. If the default or defaults are not so cured or reasonable steps to commence curing default or defaults have not begun within said 15-day period and this Lease is thereby terminated, Lessor may enter the Premises without notice or demand.

- (B) Lessor Default: If Lessor shall fail to perform any of the obligations of Lessor under this Lease and such obligations are ones which Lessee can perform or have performed, Lessee may notify Lessor in writing of its intention to do so, and if Lessor fails to perform such obligations within fifteen (15) days from the giving of such notice, Lessee may perform such obligations or have them performed and subtract the cost of doing so from the rent.

22. Hazardous Materials.

Lessor represents and warrants to Lessee that, as of the Commencement Date, Lessor believes the Premises to be free of and from all environmentally hazardous materials.

The Lessee will not cause or permit any environmentally hazardous materials (excluding any fuel or petroleum products) to be used, stored, generated or disposed of on or in the Premises by Lessee, the Lessee's agents, employees, contractors or invitees, without obtaining the Lessors' prior written consent. If environmentally hazardous materials are used, stored generated or disposed of on or in the Premises or if the Premises become contaminated in any manner for which the Lessee is legally liable, the Lessee indemnifies and holds harmless the Lessor from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including a decrease in the value of the Premises, damages due to loss or restriction of rentable or usable space, or any damages due to adverse impact on the marketing of the space, and any and all sums paid for settlement of claims, attorneys fees, consultant and expert fees) arising during or after the Lease Term and arising as a result of such investigation of the site or any cleanup, removal or restoration mandated by a federal state or local agency or political subdivision. Without limitation of the foregoing, if the Premises and such results in contamination, the Lessee will promptly, at its sole expense, take all necessary actions to return the Premises to the condition existing prior to the presence of any such environmentally hazardous materials on the

Premises. The Lessee must first obtain the Lessors approval for any such remedial action.

23. Estoppel Certificate.

Lessee agrees to execute, acknowledge and deliver to and in favor of the Lessor or any proposed mortgagee or purchaser of the Premises, within twenty (20) days after receipt of written request by Lessor an estoppel certificate stating: (a) whether this Lease is in full force and effect; (b) whether this Lease has been modified or amended and, if so, identifying and describing any such modification or amendment; (c) the date to which rent and any other charge has been paid, and (d) whether Lessee knows of any default on the part Lessor or has any claim against Lessor and, if so, specifying the nature of such default or claim.

24. Entry by Lessor.

Lessor or Land Owners, with prior reasonable notice to Lessee, shall have the right to enter the Real Estate for the purpose of inspection.

25. Severability

If any term or provision of this Lease shall to any extent be invalid, void, illegal or unenforceable, such term or provision shall in no way affect, impair or invalidate any other provision hereof and all other provisions shall remain in full force and effect.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease on this 7th day of JUNE, 2008 and if this Lease is executed in counterparts, each shall be deemed an original.

LESSOR

J. L. Wesley Enterprises, Inc

Dated: 6-7-08

BY: [Signature]
Jack L. Wesley II Vice President

SUBSCRIBED AND SWORN to before me, a Notary Public in and for said County and State, this 7th day of June, 2008

Notary Public: [Signature]
Printed Name: Shawna Jim
Commission Expires: 2-2-2010
County of Residence: Wagon
State Of: 2nd District

LESSEE

Gregory & Cook Construction Inc.

Dated: 5-28-08

BY: [Signature]
Gregory & Cook

SUBSCRIBED AND SWORN to before me, a Notary Public in and for said County and State, this 28th day of May, 2008.



OFFICIAL SEAL
SHAWNA JIM
NOTARY PUBLIC STATE OF NEW MEXICO

My Commission Expires: 2/2/2010

Notary Public: [Signature]
Printed Name: Shawna Jim
Commission Expires: 2/2/2010
County of Residence: McDonough
State Of: New Mexico

**Midland Machine(North)
527 E. Hwy. 36
Tuscola, IL 61953
217-202-8017
217-253-4343(FAX)**

LEASE

This lease entered into the 18th day of June 2008, between Mark S. Pinson, 527 E. Hwy 36, Tuscola, IL 61953, hereinafter called "Lessor", and HC Price Co., 15360 North Dallas Parkway, Dallas, TX 75248, hereinafter called "Lessee".

Witnesseth:

That Lessor does hereby lease to Lessee, its successors and assigns for the term of six months commencing on the 18th day of June, 2008, for the purposes hereinafter mentioned a tract of land in Douglas County, State of Illinois described as follows:

520 E. Hwy 36, Tuscola, IL 61953

Lessee shall have the right to use such property for the storage and retrieval of pipe and related appurtenances and equipment as its operations from time to time may require, together with the full right of ingress and egress to and from said premises, together with the right to authorize and permit any contractor or other agent of Lessee to access the leased facilities as such Company may deem necessary or find desirable in connection with the rendition of service by such Company to Lessee. Lessee leases with the aforementioned property additionally buildings 10, 12 and 9, and agrees to pay for all utility charges associated with service to the above mentioned buildings. Lessee and employers and contractors agree to utilize the WEST facility entrance for the course of the lease. Lessee agrees to utilize the EAST service entrance for access to the eastern portion of the leased area. The MIDDLE facility entrance is to remain unused by Lessee. Lessee agrees to share utceage of the WEST facility entrance on an "as needed basis" with Lessor and his representatives. Lessor agrees to furnish use of water from Building 9 (only) for the duration of the Lease. Lease facilities are leased "as is" with no warranties expressed or implied.

In consideration of the rights hereby granted, Lessee agrees to pay as rent the sum of SIXTY THOUSAND DOLLARS(\$60,000.00) at the execution hereof, receipt whereof is acknowledged by the Lessor.

Payment of all monies becoming due hereunder may be paid to Mark S. Pinson.

No change in ownership shall be binding on the Lessee until after actual notice to Lessee and until it has been furnished with the written conveyance or a certified copy thereof, and any rental paid by Lessee to Lessor prior to receipt by Lessee of such actual notice of such conveyance as herein provided for shall constitute full compliance with the rental obligations of Lessee hereunder and shall in all respects be binding upon any grantee of Lessor failing to notify Lessee in the manner provided herein of any such change of ownership.

Lessee hereby covenants and agrees to indemnify Lessor, and to hold Lessor harmless, from and against any claims, actions or causes of action, liabilities or obligations, brought against or of Lessor arising out of any personal injury or property damage occurring in, on, or about the premises during the lease term and arising out of Lessee's use or occupancy thereof, and all costs and expenses incurred by Lessor in defending or settling such claims, including court costs, reasonable attorney's fees and settlement payments.

Lessee further covenants and agrees that at the end of the term of this Lease it will remove all the Lessee's pipe, appurtenances, and equipment from the premises leased hereunder and repair any damage caused to the premises occasioned by the removal, all at Lessee's sole costs and expense, and Lessee hereby further agrees that should the premise be contaminated with hazardous waste and hazardous substances during the time Lessee has used and occupied the premise under this Lease, or should, as the result of any activities conducted on the premises at any time by Lessee, any condition of the premises arises which constitutes a violation of or requires remediation under any applicable environmental law, rule, or regulation, the Lessee will, at Lessee's sole cost and expense, cause any such hazardous waste, hazardous substance or conditions to be removed from the premises and will cause all necessary and required remediation to be performed, and Lessee shall pay all cost and expense incurred by Lessor in enforcing the obligations hereunder, including court costs and reasonable attorney's fees.

In the event prior to the end of the Lease term Lessee ceases to occupy said premises for the purpose above recited and removes its pipes, appurtenances, and equipment therefrom, said Lessee may terminate this lease by giving the Lessor ten days written notice in writing of its desire and intention by paying the Lessor the sum of One Dollar(\$1.00) and releasing the same of record, if the same has been recorded. Lessee is responsible for all agreed to costs for the term of the lease or until this quit is established. Thereupon Lessee shall be released from and relieved of all liability and responsibility on account hereof, but no rent paid in advance shall be rebated by reason of such termination.

This agreement shall be binding upon the parties, their heirs, personal representatives, successors, and assigns.

Lessor

BY: Mark S. Pinson
MARK PINSON, OWNER

Lessee

H.C. PRICE CO.

BY: Kelley Thomas
Project Engineer

STATE OF ILLINOIS)
) SS
COUNTY OF DOUGLAS)

Before me, the undersigned authority, a Notary Public in and for said country and state, on this day personally appeared MARK S. PINSON, known to me to be the person(s) whose name is subscribed to the foregoing instrument of writing, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

In testimony whereof, I have hereunto subscribed my name and affixed my official seal, on the day and year last above written.



Toni Jones

Notary Public

Toni Jones

Print Name

My commission expires 10/10/2010



IN REPLY REFER TO:
FWS/ES-TE

United States Department of the Interior

FISH AND WILDLIFE SERVICE
Bishop Henry Whipple Federal Building
1 Federal Drive
Fort Snelling, MN 55111-4056

APR 24 2008

Ms. Kimberly D. Bose
Secretary
Federal Energy Regulatory Commission
888 First Street, NE
Washington, D.C. 20426

Re: Request for concurrence on the findings presented in the Rockies Express (REX) East Project Biological Assessment

Dear Ms. Bose:

We have reviewed the subject document dated March 25, 2008, pursuant to section 7 of the Endangered Species Act of 1973 as amended. Our review was for the purpose of determining whether we concur with your determination of "not likely to adversely" for seven federally listed species.

We concur with a "not likely to adversely affect" finding for all species. However, we would like to make a few points of clarification. As you know, the consultation effort on this project has involved multiple conference calls and meetings with REX, their consultant (Natural Resource Group), and us, as well as, several coordination calls among your staff and us. Through these informal consultation discussions, REX made step-wise progress in incorporating conservation measures to minimize the likelihood of adverse effects occurring to listed species. Because of this step-wise process, important background information is not explicitly discussed in the Biological Assessment. The following comments are to provide this background and make our understanding of the conservation measures lucid.

First and foremost, as we have repeatedly stated in writing and verbally, the best approach to ensure adverse effects are avoided is to restrict tree removal to the inactive season. The conservation measures proposed by REX are, we believe, adequate and likely to minimize the chances of adverse effects occurring, but obviously not to the extent that seasonal tree-cutting restrictions would.

Second, the conservation measures for the Indiana bat target direct effects to individuals. We conclude that adverse indirect effects due to habitat manipulation are unlikely to occur. Based on the consultant's analysis of habitat availability pre and post-construction, we concur with their findings that the essential character of the suitable Indiana bat habitat will not be degraded following construction activities. That is, sufficient foraging, roosting, and travel habitat will remain available to Indiana bats within all known occupied areas. Hence, we do not believe there will be detectable indirect effects due to habitat loss or manipulation.

1000 IDS Center
80 South Eighth Street
Minneapolis, MN 55402



telephone (612) 347-6789
facsimile (612) 347-6780
www.NRGINC.com

January 23, 2007

Mr. Rick Pietruszka
Program Manager – Impact Assessment Division
Springfield Office of Water Resources
Illinois Department of Natural Resources
One Natural Resources Way
Springfield, IL 62702

Re: Rockies Express Pipeline – East Project
Pike, Scott, Morgan, Sangamon, Christian, Macon, Moultrie, Douglas, and Edgar
Counties, Illinois

Dear Mr. Pietruszka:

As you are aware, Rockies Express Pipeline LLP (Rockies Express) is proposing to construct a 42-inch-diameter natural gas pipeline from northeastern Colorado to Clarington, Ohio. The eastern segment of the proposed pipeline (REX-East) crosses Missouri, Illinois, Indiana, and Ohio. The Illinois portion of the project is approximately 195 miles in length and crosses Pike, Scott, Morgan, Sangamon, Christian, Macon, Moultrie, Douglas, and Edgar Counties. Construction of the proposed project is anticipated to begin spring 2008 and it is expected to be in service by winter 2008.

In a letter to the Illinois Department of Natural Resources (ILDNR) dated December 14, 2006, Rockies Express explained that it had obtained the Illinois Natural Heritage Inventory (NHI) data and had evaluated the information to determine potential species and areas of concern. During the project meeting held on January 9, 2007, Rockies Express and the ILDNR collectively reviewed the route maps for the Illinois portion of the proposed project, including NHI data. During the meeting, you indicated that the ILDNR's primary concern was at the Embarras River crossing. As discussed during the meeting, Rockies Express proposes to cross the Embarras River using the horizontal directional drill (HDD) method. This method will avoid impacts on the bed and banks of the river. Rockies Express indicated that the entry and exit locations of the HDD will be located outside of the forested areas adjacent to the river.

Rockies Express also indicated during the meeting that the proposed crossing method for the Mississippi and Illinois Rivers will be the HDD method. Unless otherwise authorized, in waterbodies where instream disturbance is required, per the ILDNR's recommendation, Rockies Express will avoid the fish spawning period, generally considered mid-March through June 1.

It is Rockies Express' understanding that the ILDNR field staff have reviewed the proposed project and, with the implementation of the measures discussed above, has no additional concerns regarding the project.

Mr. Rick Pietruszka
January 23, 2007
Page 2 of 2



As such, with this letter, Rockies Express respectfully requests concurrence from the ILDNR that construction of the proposed project, along with implementation of the above-reference measures, is not expected to have adverse impacts on sensitive resources in Illinois. Providing a response with 30 days will allow Rockies Express time to include the appropriate discussions in project planning and application materials.

Per your request during the January 9 meeting, attached to this letter are 3 sets of topographic map-based route maps showing both the April 2006 route (preliminary) and December 2006 route (currently proposed).

We appreciate your ongoing cooperation and assistance with the project. If you have any questions or require additional information, please contact me at 612-359-5678 or by e-mail at jrthommes@nrginc.com.

Sincerely,

Natural Resource Group, Inc.

A handwritten signature in black ink, appearing to read "J. Thommes".

Jeff Thommes
Natural Resource Specialist

Enclosures

cc: Elizabeth Dolezal, NRG
Bart Jensen, NRG
Jim Thompson, Rockies Express Pipeline
Charlie Bertram, Rockies Express Pipeline



**Project Update Meeting – January 9, 2007
Illinois Department of Natural Resources**

Attendees

Rick Pietruszka – Program Manager, Div. of Review and Coordination (217) 785-5500
Karen Miller – Manager, Impact Assessment Section (217) 785-5500
Jim Thompson – Rockies Express Pipeline
Charlie Bertram – Rockies Express Pipeline
Bart Jensen – Natural Resource Group, Inc.
Jeff Thommes – Natural Resource Group, Inc.

Jim Thompson explained that the project generally follows the existing Panhandle Eastern Pipeline (PEPL) route through Illinois with the Rockies Express construction right-of-way generally abutting the existing PEPL right-of-way.

Jim Thompson described Rockies Express' proposal to complete the crossing of the Mississippi River using the horizontal directional drill (HDD) method. Specifically, Rockies Express proposes to stage the drill from a site on Blackburn Island in the Mississippi River. Rockies Express is proposing to drill from Blackburn Island in both and east and west direction to complete the installation under the Mississippi River. Jim Thompson indicated that Rockies Express has been coordinating this process with the applicable Missouri and federal agencies and those agencies are familiar with the proposal.

Jim Thompson explained that Rockies Express also expects to complete the crossing of the Illinois and Embarras Rivers using the HDD method. Rick Pietruszka stated that using this crossing method would account for the concerns of the ILDNR which are focused primarily on aquatic resources within the Embarras River system.

Rick Pietruszka also indicated that the ILDNR recommends that Rockies Express avoid the fish spawning period (roughly March up to June 1st) for crossings of all waterbodies within the state. That is consistent with the FERC guidelines included in the Wetland Waterbody Construction and Mitigation Procedures. Rockies Express stated that it will accommodate this request.

Rick Pietruszka stated that the project avoids sensitive areas throughout Illinois and that field staff have reviewed the project alignment and not identified additional areas of potential concern. Rick Pietruszka requested that Rockies Express provide three copies of route maps with the latest project alignment overlaid on topographic maps to the ILDNR.

Jeff Thommes then proposed to Rick Pietruszka that the process for completing consultation be conducted as follows: Rockies Express will provide a letter indicating that it plans to install the pipeline under the Mississippi, Illinois, and Embarras Rivers using the HDD method and that trenching/construction within waterbodies will be conducted outside of the spawning period (see above). Rick Pietruszka would then provide a written response to Rockies Express stating that such measures are



acceptable in avoiding impacts on sensitive resources within Illinois and that additional consultation is only required if the route changes or additional resources may be affected. Rick Pietruszka agreed with this approach.

Statewide General Permit Number 8

Rockies Express inquired into other potential permit requirements from the ILDNR including Statewide General Permit No. 8. Rick Pietruszka and Karen Miller stated that Rockies Express should coordinate with Paul Mauer regarding the applicability of the general permit. Karen Miller stepped away from the meeting and briefly discussed the permit requirements with Paul Mauer. According to Karen Miller, Paul Mauer indicated that as long as Rockies Express adheres to the requirements outlined in the general permit, the project would be covered under the permit. Rockies Express agreed to review the requirements but expected that the project would adhere to the necessary requirements to qualify for coverage under the general permit.

Action Item: Submit letter summarizing meeting discussion and provide 1:48,000-scale topographic maps that include the April 2006 pipeline route, the December 2006 pipeline route, and the GIS overlay of the Illinois Natural Heritage data.



Illinois Department of Natural Resources

One Natural Resources Way • Springfield, Illinois 62702-1271
<http://dnr.state.il.us>

Rod R. Blagojevich, Governor

Sam Flood, Acting Director

March 19, 2007

Mr. Jeff Thommes
Natural Resource Group, Inc.
1000 IDS Center
80 South Eighth Street
Minneapolis, MN 55402

**RE: FERC Pre-Filing Docket No. PF-06-30
Rockies Express Pipeline - East Project
Pike, Scott, Morgan, Sangamon, Christian, Macon, Moultrie,
Douglas and Edgar Counties
Endangered Species Consultation Program
Natural Heritage Database Review # 0712161**

Dear Mr. Thommes:

This correspondence confirms that the Illinois Department of Natural Resources has reviewed the proposed pipeline alignment through Illinois with respect to potential project impacts to or upon protected Illinois resources within or in the nearby vicinity of the proposed corridor. The Natural Heritage Database identified that the proposed alignment (Milepost 202-203) crosses the Embarrass River Illinois Natural Area in Douglas County. The Department acknowledges the commitment of the Rockies Express Project to directionally bore under this Illinois Natural Area. In addition, the Project's commitment to directionally drill under the Mississippi and Illinois Rivers is also acknowledged. Provided the project proceeds as discussed during our summary meeting of January 9, 2007 the Department offers no objection. However, should the project be substantially modified or revised, the Department reserves the right to further review and discussion. Thank you for the opportunity to comment.

Sincerely,

Rick Pietruszka, Project Manager
Endangered Species Consultation Program
Division of Natural Resource Review and Coordination
Ph. (217) 785-5500
Fax (217) 524-4177

Ms. Kimberly Bose

2

Third, in concurring with a "not likely to adversely affect" finding we assume that one or more Indiana bat captures within large contiguous blocks of suitable habitat (i.e., blocks of habitat that contained more than one survey site) indicate Indiana bat presence for the entire block of contiguous habitat. Thus, the conservation measures identified on Table 3-1 will be applied throughout the contiguous block of habitat, not just in areas where bats were captured.

Fourth, the conservation measures identified for areas with no known nursery trees (Conservation Measure 2 on Table 3-1) are for the purpose of minimizing the chances of cutting down an occupied but unknown alternate roost tree. Bats occupying alternate roosts are likely to be volant bats (non-volant bats are confined to nursery roost trees), and are likely to depart the roost tree every night, in which environmental conditions are suitable, to forage. Hence, we believe that restricting disturbance and tree-removal activities to periods when bats are foraging is very unlikely to result in disturbance of a roosting bat.

Fifth, Conservation Measure 3.a.ii(3) should be corrected to state the following: "Identify potential nursery roost trees and conduct exit counts to determine whether it is an occupied nursery roost if 20 or more bats are observed"

Sixth, pertaining to the conservation measure, *"All encounters with listed species would be reported to the EI, who would record the following information:*

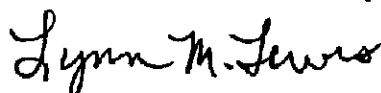
- *species;*
- *location (narrative and maps) and dates of observations;*
- *general condition and health, including injuries and state of healing;*
- *diagnostic markings, including identification numbers or markers; and*
- *locations moved from and to."*

On page 37 of the Biological Assessment, please clarify that no handling of such species will occur without authorization from the U.S. Fish and Wildlife Service.

Lastly, our concurrence is predicated on the assumption that the Federal Energy Regulatory Commission will ensure that REX strictly adheres to all conservation measures listed on Table 3-1 and the text within the Biological Assessment.

This concludes section 7 consultation on the REX project. If you have any questions or concerns about the conditions specified within this letter or any other aspect of the consultation, please contact Mr. T.J. Miller at 612-713-5334 or Ms. Jennifer Szymanski, of my staff, at 608-783-8455.

Sincerely,



Lynn Lewis
Assistant Regional Director
Ecological Services

cc: FERC, Gas Branch 2, PJ 11.2

Ms. Kimberly Bose

3

**bcc: Jeff Thommes, NRG-LLC
Forest Clark, BFO
Angels Boyer, ROFO
Joyce Collins, RIFO
Heidi Kuska, CMFO
TJ Miller, RO
Jennifer Szymanski, RO**

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January 4, 2007

Christie Stanifer, Environmental Coordinator
Indiana Department of Natural Resources
402 West Washington Street, Room W264
Indianapolis, Indiana, 46204

Re: Rockies Express Pipeline Project
Vermillion, Parke, Putnam, Hendricks, Morgan, Johnson, Shelby, Decatur, and
Franklin Counties, Indiana

Dear Ms. Stanifer:

As discussed during a project introductory meeting on November 13, 2006, Rockies Express Pipeline LLP (Rockies Express) is proposing to construct a 42-inch-diameter natural gas pipeline from northeastern Colorado to Clarington, Ohio. The eastern segment of the proposed pipeline (REX-East) crosses Missouri, Illinois, Indiana and Ohio. Construction of the proposed project is anticipated to begin in the spring of 2008 and it is expected to be in service by winter 2008.

The Indiana portion of the project is approximately 164.0 miles in length and crosses Vermillion, Parke, Putnam, Hendricks, Morgan, Johnson, Shelby, Decatur, and Franklin Counties. Rockies Express obtained lists of threatened or endangered species occurring in these counties from the Indiana Department of Natural Resources (INDNR) Natural Heritage Inventory (NHI). Review of the NHI data along the project corridor revealed one state-listed terrestrial plant within one-half mile of the proposed project route and five state-listed terrestrial animal species within one mile of the proposed project route. Based on a two-mile buffer for aquatic resources, there are two qualifying aquatic listings near the proposed project route. Areas identified by NHI where the bobcat, upland sandpiper, and scarlet hawthorn were previously observed near the project are unlikely to provide suitable habitat within the project area. As such, Rockies Express has eliminated these species from further consideration due to the lack of suitable habitat within the project area located near the NHI occurrence. Details of this determination are provided in the following table, followed by a discussion of the remaining five species.

Rockies Express Pipeline-East Project State-listed Endangered and Threatened Species Potentially Occurring in the Proposed Project Area				
Species	Status	Milepost(s)	Basic Habitat Association	Eliminated from Further Consideration/Discussion
Mammals				
American Badger	E	311.5	Short grass grasslands, fields, and pastures.	No
		383.4	Sometimes seen along roads, fence rows,	
		392.9	ditches, or crop fields.	
Bobcat	E	371.5	Large territory encompassing varied habitats from lowland swamp to mountain forest. Avoids areas with intense human habitation and agriculture.	Yes, lack of suitable habitat in area of previous observation, last observed in 1984.

Ms. Christie Stanifer
January 4, 2007
Page 2 of 4



Rockies Express Pipeline-East Project State-listed Endangered and Threatened Species Potentially Occurring in the Proposed Project Area				
Species	Status	Milepost(s)	Basic Habitat Association	Eliminated from Further Consideration/Discussion
Birds				
Upland Sandpiper	E	311.5	Dry upland plains, short-grass fields, pastures and meadows.	Yes, lack of suitable habitat in area of previous observation, last observed in 1952
Loggerhead Shrike	E	257.0	Edge habitat in agricultural regions, nests along roads and hedgerows.	No
Fish				
Variagate Darter	E	379.7 379.9 390.0 390.9 383.1 395.4	Large river riffles with swift current and substrates composed of large cobbles and small boulders.	No
Invertebrates				
Cobblestone Tiger Beetle	E	393.3	Cobblestone islands and deltas in large rivers.	No
Rabbitsfoot	E	335.3 335.7	Clear streams with swift current flowing over gravel substrates	No
Plants				
Scarlet Hawthorn	T	356.7	Light woodland, sunny edges, light shade.	Yes, lack of suitable habitat in area of previous observation, last observed in 1912

American Badger

NHI records for the American badger, a state-endangered mammal, were noted within one mile of the project area in Morgan and Franklin Counties near MP 311.5 in 1982, MP 383.4 in 1987, and MP 392.9 in 1987 (NHI Topo Map, pages 7 and 14). Badgers are grassland species, specifically favoring habitats with short grass, such as fields and pastures. The most obvious signs of badgers are their dens, which exhibit large holes that serve as entrances to burrows. The American badger resides in its burrow year-round. Badgers usually inhabit burrows solitarily, except during mating season between summer and early autumn. After mating, badgers remain sensitive to disturbance through gestation and the birth of young in late-March and April. Litters of one to five young remain with the mother as long as three months. Rockies Express currently seeks the input of the INDNR regarding locations of known dens. If it is determined that active dens are located within the project area, Rockies Express will consult with the INDNR to determine if additional field surveys for the American badger are necessary, and if so, will conduct surveys during the summer of 2007. If surveys identify individuals or active dens, Rockies Express will consult with the INDNR to discuss the need to develop conservation measures to avoid or minimize impacts on the species.

Loggerhead Shrike

The loggerhead shrike, a state-endangered bird, was noted in NHI data within one mile of the project route in Parke County, near MP 257.0 (NHI Topo Map, page 2) in 1983. The loggerhead shrike is found in open grassy areas with scattered shrubs or small trees. This species utilizes edge habitat and nests along roads and in hedgerows or

Ms. Christie Stanifer
January 4, 2007
Page 3 of 4



fence rows in agricultural regions. Rockies Express currently seeks the input of the INDNR regarding locations of known nests. If it is determined that active nests or populations are located within the project area, Rockies Express will consult with the INDNR to determine if additional field surveys for the loggerhead shrike are necessary, and if so, will conduct surveys during the summer of 2007. If surveys identify individuals, Rockies Express will consult with the INDNR to discuss the need to develop conservation measures to avoid or minimize impacts on the species.

Variegate Darter

Based on NHI data, the variegate darter, a state-endangered fish, has been identified in NHI records from 1998, 1999, and 2000, within two miles of the project route in Franklin County. Records occur at multiple locations between MPs 379.7 and 395.4, where the variegate darter has the potential to occur in Big Cedar Creek, Whitewater River, Little Cedar Creek, and any connected crossings (NHI Topo Map, pages 13 through 15). The variegate darter is most abundant in large, clean stream riffles with swift currents and substrates composed of large cobbles and small boulders. Rockies Express is currently in the process of conducting field surveys of waterbody crossings in Indiana, including a preliminary assessment of suitable habitat for the variegate darter. Once the assessment of crossing locations is complete, Rockies Express will consult with the INDNR to determine if additional field surveys for the variegate darter are necessary, and if so, will conduct surveys during the summer of 2007. If surveys identify individuals, Rockies Express will consult with the INDNR to discuss the need to develop conservation measures to avoid or minimize impacts on the species.

Cobblestone Tiger Beetle

Based on NHI data, the state-endangered cobblestone tiger beetle was noted in 1987 in Franklin County, south of MP 393.3 and along the shores of the Whitewater River (NHI Topo Map, page 14). The cobblestone tiger beetle can be found along cobblestone island heads within major rivers where water currents are strong enough to periodically scour beaches and expose cobbles and larger stones along shorelines. Adults may also be found just above the cobblestones where vegetation is sparsely intermixed with stone. Rockies Express is currently in the process of conducting field surveys of waterbody crossings in Indiana, including a preliminary assessment of suitable habitat for the cobblestone tiger beetle. Once the assessment of crossing locations is complete, Rockies Express will consult with the INDNR to determine if additional field surveys for the cobblestone tiger beetle are necessary, and if so, will conduct surveys during the summer of 2007. If surveys identify individuals, Rockies Express will consult with the INDNR to discuss the need to develop conservation measures to avoid or minimize impacts on the species.

Rabbitsfoot Mussel

Based on NHI data, the rabbitsfoot, a state-endangered mussel, was noted in the Sugar Creek system in 1998, in Johnson County, and may occur in connected streams in the vicinity of MPs 335.3 and 335.7 (NHI Topo Map, page 10). The rabbitsfoot mussel is found in clear streams with swift current flowing over gravel substrates. Rockies Express is currently in the process of conducting field surveys of waterbody crossings in Indiana, including a preliminary assessment of suitable habitat for the rabbitsfoot mussel. Once the assessment of crossing locations is complete, Rockies Express will consult with the INDNR to determine if additional field surveys for the rabbitsfoot mussel

Ms. Christie Stanifer
January 4, 2007
Page 4 of 4



are necessary, and if so, will conduct surveys during the summer of 2007. If surveys identify individuals, Rockies Express will consult with the INDNR to discuss the need to develop conservation measures to avoid or minimize impacts on the species.

Rockies Express is also consulting with the U.S. Fish and Wildlife Service (FWS) to assess potential project impacts on federally listed threatened or endangered species and their habitat. Initial habitat assessments are being conducted this fall as part of the wetland and waterbody crossing assessments and the results of these assessments will help determine where field surveys for federally listed species may be necessary. Rockies Express will be coordinating with the FWS offices in each state to finalize species-specific survey plans for the spring and summer of 2007.

We look forward to discussing these and any other issues you may have during our meeting with the Indiana DNR on January 10th.

If you have any questions, please contact me at 612-359-5678 or by e-mail at jrthommes@nrginc.com.

Thank you for your assistance.

Sincerely,

Natural Resource Group, Inc.

A handwritten signature in black ink, appearing to read "JTB 12", followed by a long horizontal line.

Jeff Thommes
Natural Resource Specialist

cc: Elizabeth Dolezal, NRG
Bart Jensen, NRG
Jim Thompson, Rockies Express Pipeline
Charlie Bertram, Rockies Express Pipeline



LOG

LOG OF TELEPHONE CONVERSATION

CALL FROM WHOM: Catie Smith	PHONE NO.: 317-232-4080
COMPANY: Indiana DNR – Division of Fish and Wildlife	
NRG CONTACT: Carly Lapin	PHONE NO.: 612-215-6085
DATE: 7/25/2007	NRG OFFICE LOCATION: Minneapolis
RE: Status of state-listed species consultation	

LOG OF CONVERSATION:

Carly called Catie to inquire about the status of the state-listed threatened and endangered species consultation with the Indiana DNR. Catie was not aware of the Rockies Express Project, and had only heard about it in passing. Carly quickly summarized the project for Catie and also summarized the consultation that had occurred between NRG and the Indiana DNR. Catie said that she was responsible for decisions regarding state-listed threatened and endangered species, but that she usually only worked on smaller projects. Carly offered to send Catie copies of all of the listed-species consultation that had occurred, and Catie agree that that would be a good idea. Carly would also send a copy of the Mussel Survey Report for Indiana and a set of aerial maps depicting the most recent route in Indiana. Carly told Catie that the outstanding species in the consultation are the American badger, loggerhead shrike, and cobblestone tiger beetle. Catie did not believe that it was likely that the badger or shrike would be adversely affected by the project, but wanted to review the materials before making an official decision. Catie agree to review the materials and respond.

From: Smith, Katie G
To: Carly Lapin;
CC: Buffington, Matt; Stanifer, Christie; Huffman, Hank;
Swinford, Tom;
Subject: RE: REX East Project Consultation Summary
Date: Friday, July 27, 2007 2:43:26 PM
Attachments:

Carly,

Thank you for quickly providing the materials I needed to assess the potential impacts of the Rockies Express pipeline project (REX-pipeline) on the American badger, loggerhead shrike, and cobblestone tiger beetle.

The American badger is no longer on the state endangered species list. However the badger is a species of special concern, and badger occurrences are still monitored in Indiana. Activities associated with the REX-pipeline are unlikely adversely impact this highly mobile animal. Active badgers use a different den almost every day, except when young are present. In the unlikely event that a badger den is encountered within the REX-pipeline workspace boundary, the den should be left undisturbed for one to two days while other site activities continue. This will encourage the badger to move to a different location. During cold periods badgers tend to use the same den for longer periods of time.

The loggerhead shrike is a state endangered species. This shrike inhabits shrub lands and open country with scattered trees. It is the most predatory of Indiana's song birds and is remarkable for its habit of impaling prey items (small insects, amphibians, reptiles, birds and mammals) on thorns and barbed wire fences. Shrikes are found in greatest concentration in southwestern Indiana. They are often associated with large Amish Communities that provide more abundant fence row habitat adjacent to pastures and hayfields. Based on the 1998 Atlas of Breeding Birds in Indiana, it is unlikely that a nesting shrike would be encountered within the REX-pipeline workspace boundary.

The Division of Fish and Wildlife does not have statutory authority over insects. I consulted with the Division of Nature Preserves on the status of the Cobblestone tiger beetle. The Cobblestone tiger beetle is a state endangered insect and inhabits sandbar and beach habitat associated with rivers. Many rivers and streams have been impounded and altered causing tiger beetle habitat to

dwindled and cobblestone tiger beetles populations to declined. Cobblestone tiger beetles are known from the Whitewater River valley in Indiana, which includes portions of Franklin County. Sand beaches in the vicinity of wb-in-392-bbb REX-pipeline crossing appear to be suitable tiger beetle habitat. Underground crossing of the Whitewater River at that site would be protective of this important habitat.

I believe that this e-mail covers the covers the outstanding species and concludes the consultation. If you have any questions or concerns please do not hesitate to contact me.

Sincerely,
Katie Smith

Catherine (Katie) Gremillion-Smith, Ph.D.
Chief Wildlife Diversity Section
Endangered Species Coordinator
Indiana Division of Fish and Wildlife
Room W-273 IGCS
402 W. Washington Street
Indianapolis, IN 46204
317-232-8160

-----Original Message-----

From: Carly Lapin [mailto:cnlapin@nrginc.com]
Sent: Friday, July 27, 2007 9:10 AM
To: Smith, Katie G
Cc: Carly Lapin
Subject: FW: REX East Project Consultation Summary

Hello Katie,
Here is all of the consultation that we have had with the Indiana DNR regarding state-listed species. I have included the NHI response that we received from Ron Hellmich (as well as the spreadsheets with the Indiana data on them) , the consultation letter sent in January, the response from Linnea Petercheff, various pieces of consultation regarding aquatic species, and a project overview map. Aerial maps of the project in Indiana should arrive at your office today.

Based on our original consultation letter and the mussel surveys that have already occurred, the species that remain outstanding for this project include the American badger, loggerhead shrike, and cobblestone tiger beetle.

I appreciate your cooperation with this project and look forward wrapping up consultation regarding state-listed species in Indiana.

Thank you,
Carly



Carly Lapin
cnlapin@nrginc.com
612.215.6085 Direct
612.347.6780 Fax

**ROCKIES EXPRESS PIPELINE LLC
DOCKET NO. CP07-208-000
REQUEST FOR NOTICE TO PROCEED
TUSCOLA AND GREENSBURG 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 the Tuscola Contractor Yard and Greensburg Contractor Yard 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 comply with section 106 of the National Historic Preservation Act (NHPA) is demonstrated through concurrence with the results of the surveys by the appropriate State Historic Preservation Offices (SHPO). In addition, compliance with section 7 of the Endangered Species Act is 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 the proposed areas by **June 11, 2008**.

2.0 DESCRIPTION OF FACILITIES

The following table identifies the locations of yards included with this Notice to Proceed request, which were not previously presented in the Final Environmental Impact Statement (FEIS). Section 3.3 below discusses further the new Tuscola and Greensburg Contractor Yards as well as requests approval of the areas in writing, as required by Certificate Condition No. 5. A map clearly defining the areas requested is included as Attachment A.

TABLE 2.1-1			
Rockies Express Pipeline-East Project Locations of Tuscola and Greensburg Contractor Yards			
Contractor Yard	Location (legal description)	Approximate Acreage and Land Use	Drawing
Tuscola	Section 1, T15N, R7E, Douglas County, Illinois	About 13.9 acres of previously disturbed, commercial industrial land with existing field roads and structures. Located South of US Highway 36 and east of county road 510 E	1280-A-CYARD-C
Greensburg	Section 17, T10N, R11E, Decatur County, Indiana	About 20 acres of cultivated agricultural field north of Interstate Highway 74 and east of County Road 800 East Road	1280-A-CYARD-4A

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

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 June 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 Tuscola and Greensburg Contractor Yards.

TABLE 3-1	
Rockies Express Pipeline-East Project Certificate Conditions Applicable to Tuscola and Greensburg 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.
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.
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 Tuscola and Greensburg Contractor Yards requested herein.

3.2 Certificate Condition No. 4

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

3.3 Certificate Condition No. 5

Rockies Express has identified new contractor yards required for construction, which were not previously identified in Rockies Express' application or supplements and 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

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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 the areas. Table 2.1-1 above lists the existing land use/cover type associated with the new areas. 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 areas 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 area associated with the Tuscola and Greensburg 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 area associated with the Tuscola and Greensburg Contractor Yards requested herein will impact any Conservation Reserve Program lands.

3.7 Certificate Condition 82

Rockies Express has discussed its compliance with Certificate Condition No. 82 in its Initial Implementation Plan and acceptance of the Commission's Order Issuing Certificate (filed on June 2, 2008). Through correspondence with the FWS, Illinois Department of Natural Resources (ILDNR), and Indiana Department of Natural Resources (INDNR), Rockies Express has confirmed that the workspaces associated with the contractor yards requested herein will not impact any nesting bald eagles.

3.8 Certificate Condition No. 89

No construction work areas associated with the Tuscola or Greensburg Contractor Yards requested herein will require Indiana bat surveys in 2008.

3.9 Certificate Condition No. 91

As no construction work areas associated with the Tuscola or Greensburg Contractor Yards requested herein will require Indiana bat surveys, no specific mitigation measures in accordance with the Biological Assessment will be necessary.

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3.10 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.

4.0 ENVIRONMENTAL CLEARANCES

4.1 Status of Required Permits and Authorizations

Table 4.1-1 lists the status of permits applicable to the Tuscola and Greensburg Contractor Yard 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 Tuscola and Greensburg Contractor Yards.

TABLE 4.1-1 Rockies Express Pipeline-East Project Status of Permits – Tuscola and Greensburg 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		
ILLINOIS		
State Listed Species, Species of Concern Consultation	Ongoing since February 2007	3/18/2007 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
INDIANA		
State Listed Species, Species of Concern Consultation	Ongoing since February 2007	7/27/2007 4/17/2008
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 Tuscola and Greensburg Contractor Yards for the REX-East Project.

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

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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 consulted county lists of federally listed endangered, threatened, and candidate species maintained by the FWS and conducted a general habitat review of the Tuscola and Greensburg Contractor Yards requested herein. No listed species other than those listed above had the potential to occur in the counties where the requested yards are located. Furthermore, due diligence habitat review of the yards, both during wetland surveys and through a review of aerial photographs, has determined that the Tuscola and Greensburg Contractor Yards requested herein do not provide potential habitat for federally listed endangered, threatened, or candidate species.

On June 5, 2008, as filed with Rockies Express' Notice to Proceed for Contractor Yards, representatives of Rockies Express called the Region 3 Section 7 Coordinator of the FWS, and confirmed that Rockies Express' requested contractor yards consisted of either agricultural or industrial/improved lands, and that none of the yards contained habitat for listed species. Because of that due diligence effort and because no habitat was present, the Coordinator agreed that the project would have no effect on listed species. She further stated that because the determination was "no effect," the FWS would not be providing a written document as to its findings.

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.

As stipulated in the FWS's concurrence letter to the Commission, dated April 24, 2008, section 7 consultation for the REX-East Project has been concluded. Rockies Express' and the FWS' threatened and endangered species consultations and clearances are included as Attachment E.

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

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

Rockies Express has consulted with the ILDNR and the INDNR 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 (IL, IN), variegate darter (IN), rabbitsfoot (IN), and snuffbox (IN).

Rockies Express conducted due diligence habitat review of the Tuscola and Greensburg Contractor Yards, both during wetland surveys and through a review of aerial photographs, for the bald eagle, variegate darter, rabbitsfoot, and snuffbox. Based on this habitat review, no surveys for threatened or endangered species were necessary due to a lack of suitable habitat.

Rockies Express concluded consultation for state-listed threatened and endangered species with the ILDNR in a letter dated March 19, 2007, and with the INDNR in an email dated July 27, 2008. Rockies Express' state agency threatened and endangered species consultations and clearances are included as Attachment E.

4.1.2 Status of Remaining Wetland and Waterbody Surveys

Rockies Express has verified that no wetlands or waterbodies will be affected by the Tuscola Contactor Yard.

One waterbody has been identified on the site of the Greensburg Contractor yard. WB-IN-DCCY-A is an ephemeral stream that crosses the southwestern corner of the contractor yard property. Rockies Express will adhere to the mitigation measures outlined in its Wetland and Waterbody Construction and Mitigation Procedures, which states that it will locate all extra work areas (such as staging areas and additional spoil storage areas) at least 50 feet away from water's or wetland's edge, except where the adjacent upland consists of actively cultivated or rotated cropland or other disturbed land.

In addition, Rockies Express will adhere to the measures outlined in its Spill Prevention, Control, and Countermeasure (SPCC) Plan during construction in the event of an inadvertent release of hazardous materials. These include restricting refuelling and lubricating of construction equipment to upland areas at least 100 feet from the edge of any streams, wetlands, ditches, and other waterbodies; storing fuel containers in a secondary containment structure or in an upland area at least 200 feet from wetlands and/or waterbodies; and adhering to the response measures discussed in sections 4.2 and 4.3 of the SPCC Plan.

4.1.3 Status of Cultural Resource Surveys and Compliance with Section 106

Summary of Cultural Resource Surveys

In its May 5, 2008 and June 10, 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.

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Request for Notice to Proceed with Tuscola and Greensburg Contractor Yards

Rockies Express has completed surveys of and received concurrence from the appropriate state SHPO for the Tuscola and Greensburg Contractor Yards.

A detailed description of the survey results for this area is presented in Rockies Express' survey report number REX-EAST-IL-18 and IN-25, which were filed with the FERC on May 5, 2008 and June 4, 2008. Included with this filing are copies of the state SHPO comments on REX-EAST-IN-25 on the reports.

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 F. 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 Tuscola and Greensburg Contractor Yards

TABLE 4.1.3-1

Status of Cultural Resources Surveys and Compliance at Tuscola and Greensburg Contractor Yards							
Rockies Express Pipeline-East Project							
Contractor Yard	Survey Status	Report No.	Report Title	Submitted to SHPO	SHPO Comment Received	Report Filed with FERC	SHPO Comments Filed with FERC
Tuscola	Complete	REX-East-IL-18	Archaeological Survey Short Report - Tuscola Contractor Yard	6/3/2008	6/6/2008	6/4/2008	6/10/2008
Greensburg	Complete	REX-East-IN-25	Phase I Archaeological Investigations, Rockies Express Pipeline-East (REX-EAST) Project, Spreads 5 and 6, Indiana - Fourth Mobilization. Hendricks, Morgan, Johnson, Shelby, Decatur, and Franklin Counties, Indiana. Vol. I-III.	5/1/2008	6/4/2008	5/5/2008	6/10/2008

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

ROCKIES EXPRESS PIPELINE-EAST PROJECT
REQUEST FOR NOTICE TO PROCEED WITH TUSCOLA AND
GREENSBURG 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 micortunnelling 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 370.6 (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 Schulte, Oetzel, and Stim 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 *	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 *	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	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 fails, 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 Woodsmoke 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 TUSCOLA AND
GREENSBURG CONTRACTOR YARDS
ATTACHMENT C

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

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

**ROCKIES EXPRESS PIPELINE-EAST PROJECT
REQUEST FOR NOTICE TO PROCEED WITH TUSCOLA AND
GREENSBURG CONTRACTOR YARDS**

ATTACHMENT F

Contains Privileged Information – Do Not Release

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