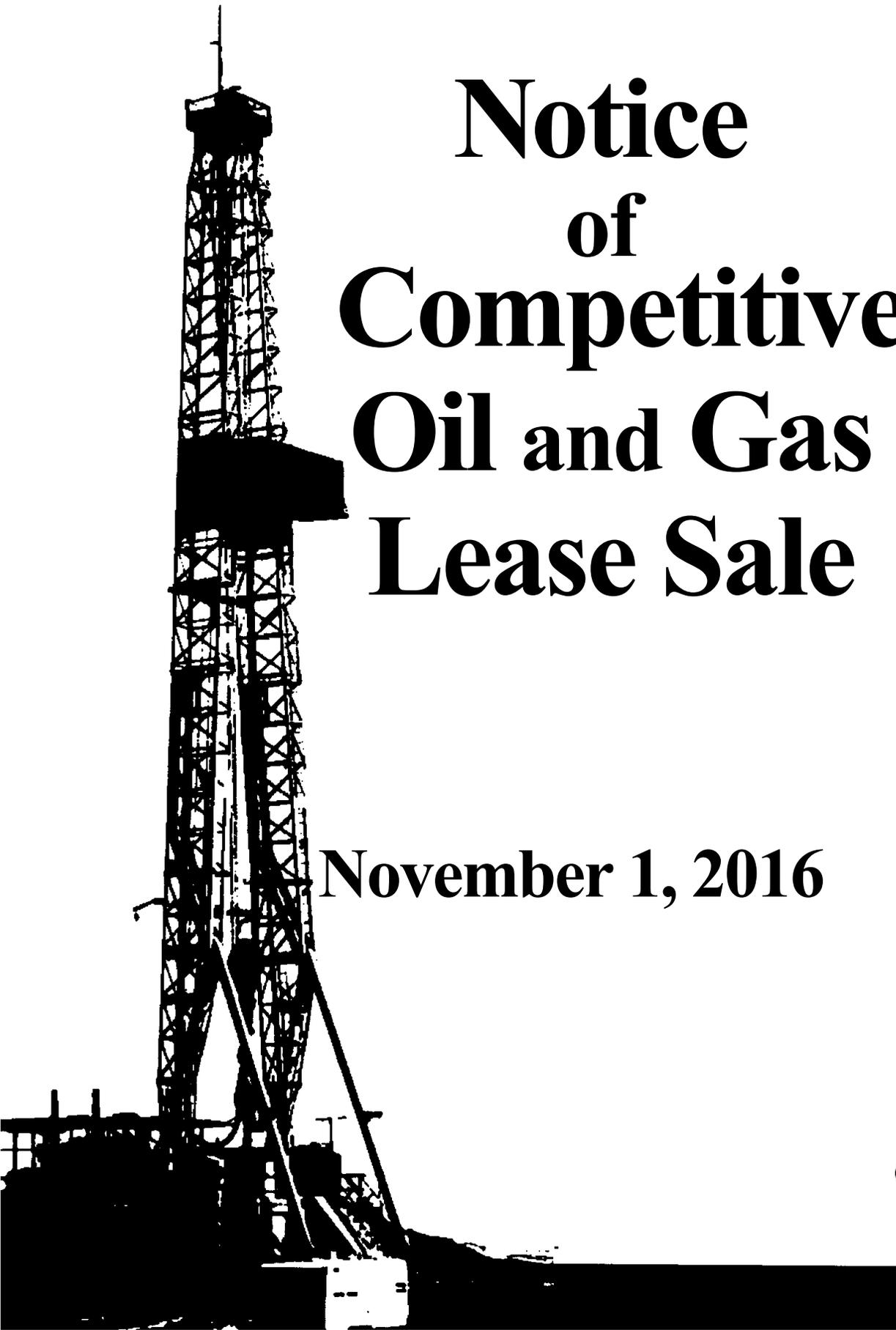


Notice of Competitive Oil and Gas Lease Sale

November 1, 2016

Wyoming State Office – Oil and Gas





United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Wyoming State Office
5353 Yellowstone Road
Cheyenne, Wyoming 82009
P.O. Box 1828
Cheyenne, Wyoming 82003-1828
<http://www.blm.gov/wy>

August 3, 2016

Notice of Competitive Oil and Gas Lease Sale

We wish to announce that in accordance with 43 CFR Part 3120, we will offer for competitive sale certain land in the States of Wyoming and Nebraska for Federal oil and gas leasing. This notice describes-

- The time and place of the sale;
- How the sale will be conducted;
- How to participate in the bidding process;
- The sale process;
- How long the sale will last;
- The conditions of the sale;
- How to file a noncompetitive offer after the sale;
- How to file a presale noncompetitive offer; and
- How to file a protest for land offered in this Notice.

Beginning on page 1 of this Notice is a list of the land we are offering at this sale. The land is described by parcel number and legal land description. They are listed in Range and Township order by state and land type and will be offered in that sequence. Below each parcel we have included any stipulations, lease notices, special conditions, or restrictions that will be made a part of the lease at the time we issue it. We have also identified those parcels where the United States owns less than 100 percent interest in the oil and gas mineral rights, have pending presale noncompetitive offers to lease, and are not available for noncompetitive offers to lease if they receive no bid at this sale. For your convenience, we are also including copies of the stipulations, lease notices, etc. affecting the parcels in this sale.

Both this Sale Notice and the results list will be available on our public Internet site at: <http://www.blm.gov/wy>. This Notice also is available on the BLM home page at: <http://www.blm.gov>.

Oil and gas forms are available on the Internet at:
<http://www.blm.gov/noc/st/en/business/eForms.html>.

When and where will the sale take place?

When: The competitive sale will begin at 8:00 a.m. on Tuesday, **November 1, 2016**. The sale room and receiving room will open one hour earlier so you can register and get your bidding number.

Where: We will hold the sale at The Radisson, 204 West Fox Farm Road (I-80 and US85), Cheyenne, Wyoming. A block of rooms at special rates has been reserved for sale participants at The Radisson. For room reservations, contact the The Radisson at (307) 638-4466. When making room reservations, please state that you are attending the **BLM Oil and Gas Auction**.

Access: The sale room is accessible to persons with disabilities. If you need an auxiliary aid or service to participate in the sale, such as sign language interpreter or materials in an alternate format, contact **Juanita Garcia at (307) 775-6181** or **Cathy Simmons at (307) 775-6137** by **October 18, 2016**.

How will the sale be conducted?

The sale will be conducted by oral auction. You must make your bids verbally. The winning bid is the highest verbal bid equal to or exceeding the national minimum acceptable bid.

How do I participate in the bidding process?

To participate in the bidding process, you must fill out a registration form identifying the lessee's name and address that will be shown on the lease form and get a bidder number. If you are bidding for more than one party, you must register and obtain a separate bidder number for each company or individual you represent. We will begin registering bidders at 7:00 a.m. on the day of the sale in the receiving room. You must display your bidder number to the auctioneer when you make a bid.

When you register to bid, you will be required to show a valid government-issued photo identification (ID) to verify your identity. If you do not provide a valid photo ID, you will not be allowed to register as a bidder and participate in the auction.

You will also be asked to sign a statement to confirm that any bid you cast will represent a good-faith intention to acquire an oil and gas lease and that you understand that any winning bid will constitute a legally binding commitment to accept the lease and pay monies owed, whether or not a lease is subsequently issued. Further, you will acknowledge that you understand it is a crime under 18 U.S.C. 1001 and 43 U.S.C. 1212 to knowingly and willfully make any false, fictitious or fraudulent statements or representations regarding your qualifications; bidder registration and intent to bid; acceptance of a lease; or payment of monies owed; and that any such offense may

result in a fine or imprisonment for not more than 5 years or both. You will also acknowledge that you understand that it is a crime under 30 U.S.C. 195 (a) and (b) to organize or participate in any scheme to defeat provisions of the mineral leasing regulations. Any person who knowingly violates this provision will be punished by a fine of not more than \$500,000, imprisonment for not more than 5 years, or both.

If you, or the party you represent, owe the United States any monies which were due the day of a previous oil and gas lease auction conducted by any BLM office—the minimum monies owed the day of sale—you will not be allowed to register to bid at this lease sale. The Mineral Leasing Act sets out that leases be issued to a “responsible qualified bidder.” (30 U.S.C. 226(b)(1)(A)) Any bidder, or party represented by a bidding agent, who does not pay the minimum monies owed the day of the sale is considered as not meeting the qualifications to hold a lease—that is, is not considered a “responsible qualified bidder”—and will be barred from participating in any oil and gas lease auction until that debt to the United States is settled. In addition, if you or the party you represent defaults at any three sales conducted by any BLM office, you or the party you represent will be barred permanently from participating in any other BLM oil and gas lease sale auction.

What is the sale process?

Starting at 8:00 a.m. on the day of the sale-

- The auctioneer will offer the parcels in the order they are shown in this Notice, beginning on page 1;
- All bids are on a per-acre basis for the entire acreage in the parcel; and
- The decision of the auctioneer is final. However, if you believe the auctioneer has made an error or not acknowledged your bid, you must immediately make your concerns known to the auctioneer. Once the auctioneer has opened the bidding on the next parcel available for an oil and gas lease, the decisions made on the previous parcels offered are final.

The minimum bid BLM can accept is \$2 per acre or fraction of an acre. If a parcel contains fractional acreage, round it up to the next whole acre. For example, a parcel of 100.51 acres requires a minimum bid of \$202 (\$2 x 101 acres).

How long will the sale last?

We begin the sale at 8:00 a.m. and it continues until all of the parcels in this Notice have been offered. The length of the sale depends on the number of parcels we are offering and the pace of the bidding. We usually take a 15-minute break at 9:30 a.m. to give you a chance to stretch, get refreshments or make phone calls. Normally, the sale is done by noon. However, there are times when the sale goes into the afternoon. When that happens, we will take a lunch break.

What conditions apply to the lease sale?

- **Parcel withdrawal or sale cancellation:** We reserve the right to withdraw any or all parcels before the sale begins. If we withdraw a parcel(s), and time permits, we will post a notice in the Wyoming State Office Public Room before the day of the sale. We will announce withdrawn parcels before beginning the sale. If we cancel the sale, we will notify you as soon as possible.
- **Fractional interests:** If the United States owns less than 100 percent of the oil and gas mineral interest for the land in a parcel we will show that information with the parcel. When we issue the lease, it will be for the percentage or fraction of interest the United States owns. However, you must calculate your bonus bid and advance rental payment on the gross acreage in the parcel, not the United States net interest. For example, if a parcel contains 200 acres and the United States owns 50 percent of the oil and gas mineral interest, the minimum bonus bid will be \$400 (\$2 X 200 acres) and the advance annual rental will be \$300 (\$1.50 X 200 acres) for the first 5-years and \$400 (\$2 X 200 acres) for the remainder of the lease term. Conversely, your chargeable acreage and royalty on production will be calculated on the United States net oil and gas mineral interest.
- **Payment due on the day of the sale:** You cannot withdraw a bid. Your bid is a legally binding contract. For **each parcel** you are the successful high bidder, you must pay the minimum bonus bid of \$2 per acre or fraction of an acre; the first years' advance annual rental of \$1.50 per acre or fraction of an acre; and a non-refundable administrative fee of \$160. These are monies you owe the United States, whether or not a lease is issued. You must pay these monies at the sale site, either during or immediately following the sale, or by 4 p.m. at the BLM Wyoming State Office, 5353 Yellowstone Road in Cheyenne.

The minimum monies owed the day of the sale for a winning bid are monies owed to the United States, whether or not a lease is issued. (43 CFR 3120.5-2(b) and 43 CFR 3120.5-3(a)). If payment of minimum monies owed the day of the sale is not received by the date and time above, the Bureau of Land Management will issue a bill for the monies owed. If payment is not received by the bill due date, a demand letter will be sent to you that will include additional fees. If payment is not received as requested by the demand letter, the United States will pursue collection by all available methods, and when appropriate, collect late fees, civil penalties, interest, administrative charges and penalties on past due amounts. "All available methods" include, but are not limited to, referral to collection agencies and credit reporting bureaus, salary or administrative offset; offset of Federal and State payments, including goods or services, Federal and State tax refund offset, and retirement payment offset. Debts may be sent to the Internal Revenue Service for inclusion as income to you on form 1099C, Cancellation of Debt. (Federal Claims Collection Act of 1966, as amended; Debt Collection Improvement Act of 1996; and 31 CFR 285, Debt Collection Authorities Under the Debt Collection act of 1966.)

- **Remaining payments:** If your bonus bid was more than \$2 per acre or fraction of an acre and you didn't pay the full amount on the day of the sale, you must pay the balance of your bonus bid by **4:00 p.m. on November 16, 2016**, which is the 10th working day following the sale. Payment must be made to the proper BLM office (CFR §3120.5-2(c)). **If you do not pay in full by this date or if you make payment to any other office or entity other than the BLM Wyoming State Office (i.e. ONRR), you lose the right to the lease and you will forfeit the money you paid on the day of the sale.** If you forfeit a parcel, we may offer it at a later sale.
- **Forms of payment:** You may pay by personal check, certified check, money order, Electronic Funds Transfer (EFT), Automated Clearing House (ACH), or credit card (Visa, MasterCard, American Express or Discover Card only). We cannot accept cash. If you plan to make your payment using a credit card, you should contact your bank prior to the sale and let them know you will be making a substantial charge against your account. ***Please note, we will not accept credit or debit card payments for an amount equal to or greater than \$24,999.99. We also will not accept aggregated smaller amounts to bypass this requirement.*** An amount owed that exceeds the maximum dollar amount for a credit card payment transaction may not be split into two or more payment transactions in the same day by using one or multiple credit cards. Additionally, an amount owed that exceeds the maximum dollar amount for a credit card payment transaction may not be split into two or more transactions over multiple days by using one or more credit cards. The BLM does not have Personal Identification Number (PIN) equipment for the purpose of processing PIN authorized debit cards. All debit card transactions will be processed as credit cards and the dollar value limits will apply. If you pay by check, please make your check payable to: **Department of the Interior-BLM**. If a check you have sent to us in the past has been returned for insufficient funds, we may ask that you give us a guaranteed payment, such as a certified check. If you pay by credit card and the transaction is refused, we will try to notify you early enough so that you can make other payment arrangements. ***However, we cannot grant you any extension of time to pay the money that is due the day of the sale.***
- **Bid form:** On the day of the sale, if you are the successful bidder, you must give us a properly completed and signed competitive bid form (Form 3000-2, Oct. 1989, or later edition, copy included) with your payment. This form is a legally binding offer by the prospective lessee to accept a lease and all its terms and conditions. Once the form is signed, you cannot change it. ***We will not accept any bid form that has information crossed out or is otherwise altered.***

Your completed bid form certifies that:

- (1) You and the prospective lessee are qualified to hold an oil and gas lease under our regulations at 43 CFR 3102.5-2; and
- (2) Both of you have complied with 18 U.S.C. 1860, a law that prohibits unlawful combinations, intimidation of and collusion among bidders.

- **Federal acreage limitations:** Qualified individuals, associations, or corporations may only participate in a competitive lease sale and purchase Federal oil and gas leases from this office if such purchase will not result in exceeding the State limit of 246,080 acres of public domain land and 246,080 acres of acquired land (30 U.S.C. 184(d)). For the purpose of chargeable acreage limitations, you are charged with your proportionate share of the lease acreage holdings of partnerships or corporations in which you own an interest greater than 10 percent. Lease acreage committed to a unit agreement, communitization agreement or development contract that you hold, own or control and acreage in leases for which royalty (including compensatory royalty or royalty-in-kind) was paid in the preceding calendar year is excluded from chargeability for acreage limitation purposes.

The acreage limitations and certification requirements apply for competitive oil and gas lease sales, noncompetitive lease offers, transfer of interest by assignment of record title or operating rights, and options to acquire interest in leases regardless of whether an individual, association, or corporation has received, under 43 CFR 3101.2-4, additional time to divest excess acreage acquired through merger or acquisition.

- **Lease terms:** A lease issued as a result of this sale will have a primary term of 10 years. It will continue beyond its primary term as long as oil or gas is produced in paying quantities on or for the benefit of the lease. Advance rental at \$1.50 per acre or fraction of an acre for the first 5 years (\$2 per acre after that) is due on or before the anniversary date each year until production begins. Once a lease is producing, you must pay a royalty of 12.5 percent of the value or the amount of production removed or sold from the lease. You will find other lease terms on our standard lease form (Form 3100-11, June 1988 or later edition, copy included).
- **Stipulations:** Stipulations are part of the lease and supersede any inconsistent provisions of the lease form.
- **Lease Issuance:** After we receive the bid form, all money due, and, if appropriate, your unit joinder information, we can issue the lease. Usually, a lease is effective the first day of the month following the month in which we sign it. If you want your lease to be effective the first day of the month in which we sign it, you must ask us in writing to do this. We have to receive your request before we sign the lease.
- **Legal Land Descriptions:** We prepared this Notice with land status information from our Legacy Rehost 2000 (LR2000) case recordation system. We are providing you with the following information to assist you in understanding the legal descriptions given for each parcel:
 - Township and range contains additional zeros. For example, T. 37 N., R. 62 W., is shown as, T.0370N, R.0620W (additional zeros underlined).

- Section numbers contain additional leading zeros. For example, section 4 is shown as Sec. 004.
- Lots, aliquot parts, tracts, and exceptions to survey for each section are described separately.
- Railroad rights-of-way exclusions are described as to only the land affected.
- LR2000 will code a ½ township as a 2 in the database. This 2 will appear as the last digit in the number. For example, T. 14½ N., will appear as T.0142N.
- **Cellular Phone Usage:** You are restricted from using cellular phones in the sale room during the oral auction. You must confine your cellular phone usage to the hallway or terrace area outside the sale room when the auction is taking place.
- **Other Conditions of the Sale:** At the time the sale begins, we will make any rules regarding sale procedures that we feel are necessary for the proper conduct of the sale.

NONCOMPETITIVE OFFERS TO LEASE

What parcels are available for noncompetitive offers to lease?

Unless stated in this Notice, parcels that do not receive a bid at the competitive sale are available for noncompetitive offers to lease beginning the first business day following the day of the sale. If not withdrawn, these parcels are available for noncompetitive offers to lease for a period of two years following the day of the sale.

How do I file a noncompetitive offer to lease after the sale?

If you want to file a noncompetitive offer to lease on an unsold parcel, you must give us-

- Three copies of form 3100-11, *Offer to Lease and Lease for Oil and Gas* properly completed and signed. (**Note: Computer generated forms are available on the Internet at: <http://www.blm.gov/noc/st/en/business/eForms.html>**). You must describe the land in your offer as specified in our regulations at 43 CFR §3110.5; and
- Your payment for the total of the \$410 filing fee and, except for noncompetitive

future interest lease offers, the first year's advance rental computed at \$1.50 per acre or fraction of an acre. Remember to round up any fractional acreage when you calculate the rental amount.

For your convenience, a drop box will be available at the sale site on the day of the sale to receive your noncompetitive offers to lease. We consider all offers filed the day of a sale and the first business day after it, for any of the unsold parcels, to be filed as of 9:00 a.m. the first business day following the day of the sale. If a parcel receives more than one offer, we will hold a drawing to pick the winner (see 43 CFR 1822.17). We have identified those parcels that have pending presale offers. A noncompetitive presale offer to lease has priority over any other noncompetitive offer to lease filed after the sale.

How do I file a noncompetitive presale offer?

Under our regulations at 43 CFR 3110.1(a), you may file a noncompetitive presale offer to lease for land that-

- Is available; and
- Has not been under lease during the previous one-year period; or
- Has not been included in a competitive lease sale within the previous two-year period.

Your noncompetitive presale offer to lease must be filed prior to the official posting of this sale Notice. If your presale offer was timely filed, was complete and we do not receive a bid for the parcel that contains the land in your offer, it has priority over any other noncompetitive offer to lease for that parcel filed after the sale. Your presale offer to lease is your consent to the terms and conditions of the lease, including any additional stipulations. If you want to file a presale offer, follow the guidance listed above for filing a noncompetitive offer after the sale and the regulations at 43 CFR 3110.1(a).

How can I find out the results of this sale?

We will post the sale results in our Public Room. You can buy (\$5) a printed copy of the results list by contacting our Public Information Section at (307) 775-6256. Both this Sale Notice and the results list will be available on our public Internet site at: <http://www.blm.gov/wy>. This Notice also is available on the BLM home page at: <http://www.blm.gov>.

May I protest BLM's decision to offer the land in this Notice for lease?

Yes, under regulation 43 CFR 3120.1-3, you may protest the inclusion of a parcel listed in this sale notice. All protests must meet the following requirements:

- We must receive a protest no later than 4:00 p.m. local time on September 2, 2016, the 60th calendar day prior to the date of the sale. If our office is not open

on the 60th day prior to the date of the sale, a protest received on the next day our office is open to the public will be considered timely filed. The protest must also include any statement of reasons to support the protest. We will dismiss a late-filed protest or a protest filed without a statement of reasons.

- A protest must state the interest of the protesting party in the matter.
- The protest document must be signed. Unsigned protest documents will be dismissed.
- A protest must reference the parcel number identified in **this** sale notice. Use of any other parcel number will result in the protest being dismissed.
- You may file a protest either by mail in hardcopy form or by telefax. You may not file a protest by electronic mail. A protest filed by fax must be sent to 307-775-6203. A protest sent to a fax number other than the fax number identified or a protest filed by electronic mail will be dismissed.
- If the party signing the protest is doing so on behalf of an association, partnership or corporation, the signing party must reveal the relationship between them. For example, unless an environmental group authorizes an individual member of its group to act for it, the individual cannot make a protest in the group's name.
- Any protests, including names and street addresses, you submit will be made available for public review. Individual respondents may request confidentiality. If you wish to withhold your personal identifiable information from public review or from disclosure under the Freedom of Information Act, you must state this prominently at the beginning of your written comment. Such requests will be honored to the extent allowed by law. All submissions from organizations or businesses, and from individuals identifying themselves as representatives or officials of organizations or businesses, will be made available for public inspection in their entirety.

If BLM receives a timely protest of a parcel advertised on this Sale Notice, how does it affect bidding on the parcel?

We will announce receipt of any protests at the beginning of the sale. We will also announce a decision to either withdraw the parcel or proceed with offering it at the sale.

If I am the high bidder at the sale for a protested parcel, when will BLM issue my lease?

We will make every effort to decide the protest within 60 days after the sale. We will issue no lease for a protested parcel until the State Director makes a decision on the protest. If the State Director denies the protest, we will issue your lease concurrently with that decision.

If I am the successful bidder of a protested parcel, may I withdraw my bid and receive a refund of my first year’s rental and bonus bid?

No. In accordance with BLM regulations (43 CFR 3120.5-3) you may not withdraw your bid.

If BLM upholds the protest, how does that affect my competitive bid?

If we uphold a protest and withdraw the parcel from leasing, we will refund your first year’s rental, bonus bid and administrative fee. If the decision upholding the protest results in additional stipulations, we will offer you an opportunity to accept or reject the lease with the additional stipulations prior to lease issuance. If you do not accept the additional stipulations, we will reject your bid and we will refund your first year’s rental, bonus bid and administrative fee.

If BLM’s decision to uphold the protest results in additional stipulations, may I appeal that decision?

Yes, you may. Note, an appeal from the State Director’s decision must meet the requirements of Title 43 CFR §4.411 and Part 1840.

May I appeal BLM’s decision to deny my protest?

Yes, you may. Note, an appeal from the State Director’s decision must meet the requirements of Title 43 CFR §4.411 and Part 1840.

May I withdraw my bid if the protestor files an appeal?

No. If the protestor appeals our decision to deny the protest, you may not withdraw your bid. We will issue your lease concurrently with the decision to deny the protest. If resolution of the appeal results in lease cancellation, we will authorize refund of the bonus bid, rentals and administrative fee if—

- There is no evidence that the lessee(s) derived any benefit from possession of the lease during the time they held it; and,
- There is no indication of bad faith or other reasons not to refund the rental, bonus bid and administrative fee.

You may review the decision to offer the land for lease and the supporting National Environmental Policy Act documents in our Public Room. Our Public Room hours are from 9 a.m. to 4 p.m. Monday through Friday, except on Federal Holidays.

How do I file an Expression of Interest (EOI)?

- An Expression of Interest (EOI) is an informal nomination to request that certain land be included in an oil and gas competitive lease sale. Regulations pertaining to competitive oil and gas leasing can be found in Title 43 CFR 3120.
- This request must be made in writing (no specific form required) and either **mailed or faxed** to 307-775-6203 at the BLM Wyoming State Office.
- No filing fee or rental is required with an EOI.
- Make sure your EOI contains a complete legal land description.
- Effective July 24, 2009, if you are nominating any split-estate land (private surface/Federal minerals), your EOI must include the name and address of the current private surface owner(s).

Information regarding leasing of Federal minerals overlain with private surface, referred to as “Split Estate,” is available on the following Washington Office website at: http://www.blm.gov/bmp/Split_Estate.htm. A Split Estate brochure is available at this site. The brochure outlines the rights, responsibilities, and opportunities of private surface owners and oil and gas operators in the planning, lease sale, permitting/development, and operations/production phases of the oil and gas program.

- As directed by Washington Office (WO) Instruction Memorandum (IM) 2014-004, the BLM will publish EOI submissions received on or after January 1, 2014, on the website of the BLM State Office where the nominated parcel is located. EOI submitters who consider their name and address confidential should not include that information in their EOI. The BLM no longer requires submitters to provide this information for contact purposes; however, the BLM will make this information available to the public. For more information please review WO-IM 2014-004 at http://www.blm.gov/wo/st/en/info/regulations/Instruction_Memos_and_Bulletins/national_instruction/2014.html

When are the next competitive oil and gas lease sales scheduled?

We have tentatively scheduled our next four competitive lease sales for February 7, 2017, May 2, 2017, August 1, 2017, and November 7, 2017.

Whom should I contact if I have a question?

If you have questions on BLM stipulations, lease notices, etc., please contact the appropriate BLM Field Office for assistance. We have included a map that depicts the boundary of each of our Field

Offices and a list of their addresses and telephone numbers. For general information about the competitive oil and gas lease sale process, this Notice, or to receive copies of the bid receipt and lease form, please contact **Juanita Garcia** at (307) 775-6181 or **Cathy Simmons** at (307) 775-6137.

A handwritten signature in black ink, appearing to read "Chris Hite". The signature is written in a cursive style with a large, sweeping initial "C".

Chris Hite
Chief, Branch of Fluid Minerals Adjudication

WY-1611-001 1056.350 Acres

T.0180N, R.0910W, 06th PM, WY

Sec. 002 LOTS 21-36;

010 S2SW,SWSE;

014 W2NE,NW,N2SW,SWSW;

Carbon County

Rawlins FO

Stipulations:

Lease Notice No. 1

Lease Notice No. 2

Lease Notice No. 3

Lease Stipulation No. 1

Lease Stipulation No. 2

Lease Stipulation No. 3

NSO (1) As mapped on the Rawlins Field Office GIS database; (2) to protect occupied Greater sage-grouse leks and associated seasonal habitat, life-history, or behavioral needs of Greater sage-grouse in proximity to leks from habitat fragmentation and loss, and protect Greater sage-grouse populations from disturbance within an 0.6-mile radius of the perimeter of occupied Greater sage-grouse leks inside designated PHMAs (Core and Connectivity).

TLS (1) Feb 1 to Jul 31; (2) as mapped on the Rawlins Field Office GIS database; (3) protecting nesting Raptors.

TLS (1) Mar 15 to Jun 30; (2) as mapped on the Rawlins Field Office GIS database; (3) no surface use to seasonally protect Greater sage-grouse breeding, nesting and early brood-rearing habitats outside designated PHMA (Core and Connectivity), within two miles of an occupied lek.

TLS (1) Dec 1 to Mar 14; (2) as mapped on the Rawlins Field Office GIS database; (3) no surface use to seasonally protect Greater sage-grouse winter concentration areas in designated PHMAs (Core only), and outside designated PHMAs (Core only) when supporting wintering Greater sage-grouse that attend leks within designated PHMAs (Core only).

CSU (1) Surface occupancy or use will be restricted to no more than an average of one disturbance location per 640 acres using the DDCT, and the cumulative value of all applicable surface disturbances, existing or future, must not exceed 5 percent of the DDCT area, as described in the Disturbance Density Calculation Tool manual (DDCT); (2) as mapped on the Rawlins Field Office GIS database; (3) to protect Greater sage-grouse designated PHMA (Core only) from habitat fragmentation and loss. This lease does not guarantee the lessee the right to occupy the surface of the lease for the purpose of producing oil and natural gas within Greater sage-grouse designated PHMAs (Core only). The surface occupancy restriction criteria identified in this stipulation may preclude surface occupancy and may be beyond the ability of the lessee to meet due to existing surface disturbance on Federal, State, or private lands within designated PHMAs (Core only) or surface disturbance created by other land users. The BLM may require the lessee or operator to enter into a unit agreement or drilling easement to facilitate the equitable development of this and surrounding leases.

CSU (1) Surface occupancy or use will be restricted or prohibited unless the operator and surface managing agency arrive at an acceptable plan for mitigation of anticipated

impacts; (2) as mapped on the Rawlins Field Office GIS database; (3) protecting the habitats of identified amphibian/reptile species.

WY-1611-002 585.130 Acres

T.0190N, R.0910W, 06th PM, WY

Sec. 014 LOTS 1-14;

014 S2SW;

Carbon County

Rawlins FO

Stipulations:

Lease Notice No. 1

Lease Notice No. 2

Lease Notice No. 3

Lease Stipulation No. 1

Lease Stipulation No. 2

Lease Stipulation No. 3

TLS (1) Mar 15 to Jun 30; (2) as mapped on the Rawlins Field Office GIS database; (3) no surface use to seasonally protect Greater sage-grouse breeding, nesting and early brood-rearing habitats (independent of habitat suitability) inside designated PHMAs (Core only).

TLS (1) Dec 1 to Mar 14; (2) as mapped on the Rawlins Field Office GIS database; (3) no surface use to seasonally protect Greater sage-grouse winter concentration areas in designated PHMAs (Core only), and outside designated PHMAs (Core only) when supporting wintering Greater sage-grouse that attend leks within designated PHMAs (Core only).

CSU (1) Surface occupancy or use will be restricted or prohibited unless the operator and surface managing agency arrive at an acceptable plan for mitigation of anticipated impacts; (2) as mapped on the Rawlins Field Office GIS database; (3) protecting the habitats of identified amphibian/reptile species.

CSU (1) Surface occupancy or use will be restricted to no more than an average of one disturbance location per 640 acres using the DDCT, and the cumulative value of all applicable surface disturbances, existing or future, must not exceed 5 percent of the DDCT area, as described in the Disturbance Density Calculation Tool manual (DDCT); (2) as mapped on the Rawlins Field Office GIS database; (3) to protect Greater sage-grouse designated PHMA (Core only) from habitat fragmentation and loss. This lease does not guarantee the lessee the right to occupy the surface of the lease for the purpose of producing oil and natural gas within Greater sage-grouse designated PHMAs (Core only). The surface occupancy restriction criteria identified in this stipulation may preclude surface occupancy and may be beyond the ability of the lessee to meet due to existing surface disturbance on Federal, State, or private lands within designated PHMAs (Core only) or surface disturbance created by other land users. The BLM may require the lessee or operator to enter into a unit agreement or drilling easement to facilitate the equitable development of this and surrounding leases.

WY-1611-003 2549.410 Acres

T.0190N, R.0910W, 06th PM, WY

Sec. 022 ALL;
 026 ALL;
 032 ALL;
 034 LOTS 1-4;
 034 N2,SE;

Carbon County

Rawlins FO

Stipulations:

Lease Notice No. 1

Lease Notice No. 2

Lease Notice No. 3

Lease Stipulation No. 1

Lease Stipulation No. 2

Lease Stipulation No. 3

NSO (1) As mapped on the Rawlins Field Office GIS database; (2) to protect occupied Greater sage-grouse leks and associated seasonal habitat, life-history, or behavioral needs of Greater sage-grouse in proximity to leks from habitat fragmentation and loss, and protect Greater sage-grouse populations from disturbance within an 0.6-mile radius of the perimeter of occupied Greater sage-grouse leks inside designated PHMAs (Core and Connectivity).

TLS (1) Mar 15 to Jun 30; (2) as mapped on the Rawlins Field Office GIS database; (3) no surface use to seasonally protect Greater sage-grouse breeding, nesting and early brood-rearing habitats (independent of habitat suitability) inside designated PHMAs (Core only).

TLS (1) Apr 10 to Jul 10; (2) as mapped on the Rawlins Field Office GIS database; (3) protecting nesting Mountain plover.

TLS (1) Dec 1 to Mar 14; (2) as mapped on the Rawlins Field Office GIS database; (3) no surface use to seasonally protect Greater sage-grouse winter concentration areas in designated PHMAs (Core only), and outside designated PHMAs (Core only) when supporting wintering Greater sage-grouse that attend leks within designated PHMAs (Core only).

CSU (1) Surface occupancy or use will be restricted or prohibited unless the operator and surface managing agency arrive at an acceptable plan for mitigation of anticipated impacts; (2) as mapped on the Rawlins Field Office GIS database; (3) protecting the habitats of identified amphibian/reptile species.

CSU (1) Surface occupancy or use will be restricted to no more than an average of one disturbance location per 640 acres using the DDCT, and the cumulative value of all applicable surface disturbances, existing or future, must not exceed 5 percent of the DDCT area, as described in the Disturbance Density Calculation Tool manual (DDCT); (2) as mapped on the Rawlins Field Office GIS database; (3) to protect Greater sage-grouse designated PHMA (Core only) from habitat fragmentation and loss. This lease does not guarantee the lessee the right to occupy the surface of the lease for the purpose of producing oil and natural gas within Greater sage-grouse designated PHMAs (Core only). The surface occupancy restriction criteria identified in this stipulation may preclude surface occupancy and may be beyond the ability of the lessee to meet due to existing surface disturbance on Federal, State, or private lands within designated

PHMAs (Core only) or surface disturbance created by other land users. The BLM may require the lessee or operator to enter into a unit agreement or drilling easement to facilitate the equitable development of this and surrounding leases.

WY-1611-004 1609.340 Acres

T.0160N, R.0920W, 06th PM, WY

Sec. 004 LOTS 9-20;
 004 S2;
 005 LOTS 9-20;
 005 S2;

Carbon County

Rawlins FO

Stipulations:

Special Lease Notice:

This parcel is located within areas of delineated crucial winter range and/or identified migration corridors. BLM will consider recommendations received by the Wyoming Game and Fish Department, generally contained within a document entitled Recommendations for Development of Oil and Gas Resources within Important Wildlife Habitats"

(http://wgfd.wyo.gov/web2011/Departments/Wildlife/pdfs/HABITAT_OILGASRECOMMENDATIONS0000333.pdf) if and when development of this lease is proposed. BLM will encourage the use of Master Development Plans in accordance with Onshore Order #1, on this lease parcel to the extent possible.

Lease Notice No. 1

Lease Notice No. 2

Lease Notice No. 3

Lease Stipulation No. 1

Lease Stipulation No. 2

Lease Stipulation No. 3

TLS (1) Nov 15 to Apr 30; (2) as mapped on the Rawlins Field Office GIS database; (3) protecting big game crucial winter range.

TLS (1) Mar 15 to Jun 30; (2) as mapped on the Rawlins Field Office GIS database; (3) no surface use to seasonally protect Greater sage-grouse breeding, nesting and early brood-rearing habitats outside designated PHMA (Core and Connectivity), within two miles of an occupied lek.

TLS (1) Apr 10 to Jul 10; (2) as mapped on the Rawlins Field Office GIS database; (3) protecting nesting Mountain plover.

TLS (1) Feb 1 to Jul 31; (2) as mapped on the Rawlins Field Office GIS database; (3) protecting nesting Raptors.

CSU (1) Surface occupancy or use will be restricted or prohibited unless the operator and surface managing agency arrive at an acceptable plan for mitigation of anticipated impacts; (2) as mapped on the Rawlins Field Office GIS database; (3) protecting the habitats of identified amphibian/reptile species.

CSU (1) Surface occupancy or use will be restricted or prohibited unless the operator and surface managing agency arrive at an acceptable plan for mitigation of anticipated impacts; (2) as mapped on the Rawlins Field Office GIS database; (3) protecting raptor nesting habitat.

WY-1611-005 307.590 Acres

T.0170N, R.0920W, 06th PM, WY

Sec. 034 LOTS 3-6,11-14;

Carbon County

Rawlins FO

Stipulations:

Special Lease Notice:

This parcel is located within areas of delineated crucial winter range and/or identified migration corridors. BLM will consider recommendations received by the Wyoming Game and Fish Department, generally contained within a document entitled Recommendations for Development of Oil and Gas Resources within Important Wildlife Habitats"

(http://wgfd.wyo.gov/web2011/Departments/Wildlife/pdfs/HABITAT_OILGASRECOMMENDATIONS0000333.pdf) if and when development of this lease is proposed. BLM will encourage the use of Master Development Plans in accordance with Onshore Order #1, on this lease parcel to the extent possible.

Lease Notice No. 1

Lease Notice No. 2

Lease Notice No. 3

Lease Stipulation No. 1

Lease Stipulation No. 2

Lease Stipulation No. 3

TLS (1) Nov 15 to Apr 30; (2) as mapped on the Rawlins Field Office GIS database; (3) protecting big game crucial winter range.

TLS (1) Apr 10 to Jul 10; (2) as mapped on the Rawlins Field Office GIS database; (3) protecting nesting Mountain plover.

TLS (1) Feb 1 to Jul 31; (2) as mapped on the Rawlins Field Office GIS database; (3) protecting nesting Raptors.

CSU (1) Surface occupancy or use will be restricted or prohibited unless the operator and surface managing agency arrive at an acceptable plan for mitigation of anticipated impacts; (2) as mapped on the Rawlins Field Office GIS database; (3) protecting raptor nesting habitat.

WY-1611-006 640.000 Acres

T.0190N, R.0920W, 06th PM, WY

Sec. 010 LOTS W2;

020 LOTS E2;

Carbon County

Rawlins FO

Stipulations:

Lease Notice No. 1

Lease Notice No. 2

Lease Notice No. 3

Lease Stipulation No. 1

Lease Stipulation No. 2

Lease Stipulation No. 3

TLS (1) Mar 15 to Jun 30; (2) as mapped on the Rawlins Field Office GIS database; (3) no surface use to seasonally protect Greater sage-grouse breeding, nesting and early brood-rearing habitats outside designated PHMA (Core and Connectivity), within two miles of an occupied lek.

TLS (1) Mar 15 to Jun 30; (2) as mapped on the Rawlins Field Office GIS database; (3) no surface use to seasonally protect Greater sage-grouse breeding, nesting and early brood-rearing habitats (independent of habitat suitability) inside designated PHMAs (Core only).

TLS (1) Feb 1 to Jul 31; (2) as mapped on the Rawlins Field Office GIS database; (3) protecting nesting Raptors.

TLS (1) Apr 10 to Jul 10; (2) as mapped on the Rawlins Field Office GIS database; (3) protecting nesting Mountain plover.

TLS (1) Dec 1 to Mar 14; (2) as mapped on the Rawlins Field Office GIS database; (3) no surface use to seasonally protect Greater sage-grouse winter concentration areas in designated PHMAs (Core only), and outside designated PHMAs (Core only) when supporting wintering Greater sage-grouse that attend leks within designated PHMAs (Core only).

CSU (1) Surface occupancy or use will be restricted to no more than an average of one disturbance location per 640 acres using the DDCT, and the cumulative value of all applicable surface disturbances, existing or future, must not exceed 5 percent of the DDCT area, as described in the Disturbance Density Calculation Tool manual (DDCT); (2) as mapped on the Rawlins Field Office GIS database; (3) to protect Greater sage-grouse designated PHMA (Core only) from habitat fragmentation and loss. This lease does not guarantee the lessee the right to occupy the surface of the lease for the purpose of producing oil and natural gas within Greater sage-grouse designated PHMAs (Core only). The surface occupancy restriction criteria identified in this stipulation may preclude surface occupancy and may be beyond the ability of the lessee to meet due to existing surface disturbance on Federal, State, or private lands within designated PHMAs (Core only) or surface disturbance created by other land users. The BLM may require the lessee or operator to enter into a unit agreement or drilling easement to facilitate the equitable development of this and surrounding leases.

CSU (1) Surface occupancy or use will be restricted or prohibited unless the operator and surface managing agency arrive at an acceptable plan for mitigation of anticipated impacts; (2) as mapped on the Rawlins Field Office GIS database; (3) protecting the

habitats of identified amphibian/reptile species.

WY-1611-007 1829.060 Acres

T.0200N, R.0920W, 06th PM, WY

Sec. 002 LOTS 1-4;
002 S2;
004 LOTS 1-4;
004 S2;
010 ALL;
012 NW,N2SW,SWSW;
012 SESW(EXCL 5.40 AC IN RR
012 ROW WYW0200644);

Sweetwater County

Rawlins FO

Stipulations:

Lease Notice No. 1

Lease Notice No. 2

Lease Notice No. 3

Lease Stipulation No. 1

Lease Stipulation No. 2

Lease Stipulation No. 3

NSO (1) As mapped on the Rawlins Field Office GIS database; (2) to protect occupied Greater sage-grouse leks and associated seasonal habitat, life-history, or behavioral needs of Greater sage-grouse in proximity to leks from habitat fragmentation and loss, and protect Greater sage-grouse populations from disturbance within an 0.6-mile radius of the perimeter of occupied Greater sage-grouse leks inside designated PHMAs (Core and Connectivity).

TLS (1) Feb 1 to Jul 31; (2) as mapped on the Rawlins Field Office GIS database; (3) protecting nesting Raptors.

TLS (1) Mar 15 to Jun 30; (2) as mapped on the Rawlins Field Office GIS database; (3) no surface use to seasonally protect Greater sage-grouse breeding, nesting and early brood-rearing habitats (independent of habitat suitability) inside designated PHMAs (Core only).

TLS (1) Apr 10 to Jul 10; (2) as mapped on the Rawlins Field Office GIS database; (3) protecting nesting Mountain plover.

TLS (1) Nov 15 to Apr 30; (2) as mapped on the Rawlins Field Office GIS database; (3) protecting big game crucial winter range.

TLS (1) Dec 1 to Mar 14; (2) as mapped on the Rawlins Field Office GIS database; (3) no surface use to seasonally protect Greater sage-grouse winter concentration areas in designated PHMAs (Core only), and outside designated PHMAs (Core only) when supporting wintering Greater sage-grouse that attend leks within designated PHMAs (Core only).

CSU (1) Surface occupancy or use may be restricted or prohibited within 1/4 mile or the visual horizon, whichever is closer, of historic properties where the setting contributes to National Register of Historic Places (NRHP) eligibility unless the operator and surface managing agency arrive at an acceptable plan for mitigation of anticipated impacts; (2) as mapped on the Rawlins Field Office GIS database; (3) protecting historic and visual values of the Lincoln Highway/UPRR Grade historic property.

CSU (1) Surface occupancy or use may be restricted or prohibited within the setting contributing to the National Register of Historic Places eligibility unless the operator and surface managing agency arrive at an acceptable plan for mitigation of anticipated impacts; (2) as mapped on the Rawlins Field Office GIS database; (3)

protecting historic and visual values of the Lincoln Highway/UPRR Grade historic property. (1) Surface occupancy or use will be restricted to no more than an average of one disturbance location per 640 acres using the DDCT, and the cumulative value of all applicable surface disturbances, existing or future, must not exceed 5 percent of the DDCT area, as described in the Disturbance Density Calculation Tool manual (DDCT); (2) as mapped on the Rawlins Field Office GIS database; (3) to protect Greater sage-grouse designated PHMA (Core only) from habitat fragmentation and loss. This lease does not guarantee the lessee the right to occupy the surface of the lease for the purpose of producing oil and natural gas within Greater sage-grouse designated PHMAs (Core only). The surface occupancy restriction criteria identified in this stipulation may preclude surface occupancy and may be beyond the ability of the lessee to meet due to existing surface disturbance on Federal, State, or private lands within designated PHMAs (Core only) or surface disturbance created by other land users. The BLM may require the lessee or operator to enter into a unit agreement or drilling easement to facilitate the equitable development of this and surrounding leases.

CSU (1) Surface occupancy or use will be restricted or prohibited unless the operator and surface managing agency arrive at an acceptable plan for mitigation of anticipated impacts; (2) as mapped on the Rawlins Field Office GIS database; (3) protecting raptor nesting habitat.

WY-1611-008 947.000 Acres

T.0200N, R.0920W, 06th PM, WY

Sec. 014 N2NW,NESW,S2SW;
 014 S2NW,NWSW (EXCL 13.00 AC
 014 IN RR ROW WYW0200644);
 026 ALL;

Sweetwater County

Rawlins FO

Stipulations:

Lease Notice No. 1

Lease Notice No. 2

Lease Notice No. 3

Lease Stipulation No. 1

Lease Stipulation No. 2

Lease Stipulation No. 3

NSO (1) As mapped on the Rawlins Field Office GIS database; (2) to protect occupied Greater sage-grouse leks and associated seasonal habitat, life-history, or behavioral needs of Greater sage-grouse in proximity to leks from habitat fragmentation and loss, and protect Greater sage-grouse populations from disturbance within an 0.6-mile radius of the perimeter of occupied Greater sage-grouse leks inside designated PHMAs (Core and Connectivity).

TLS (1) Feb 1 to Jul 31; (2) as mapped on the Rawlins Field Office GIS database; (3) protecting nesting Raptors.

TLS (1) Mar 15 to Jun 30; (2) as mapped on the Rawlins Field Office GIS database; (3) no surface use to seasonally protect Greater sage-grouse breeding, nesting and early brood-rearing habitats (independent of habitat suitability) inside designated PHMAs (Core only).

TLS (1) Dec 1 to Mar 14; (2) as mapped on the Rawlins Field Office GIS database; (3) no surface use to seasonally protect Greater sage-grouse winter concentration areas in designated PHMAs (Core only), and outside designated PHMAs (Core only) when supporting wintering Greater sage-grouse that attend leks within designated PHMAs (Core only).

CSU (1) Surface occupancy or use may be restricted or prohibited within 1/4 mile or the visual horizon, whichever is closer, of historic properties where the setting contributes to National Register of Historic Places (NRHP) eligibility unless the operator and surface managing agency arrive at an acceptable plan for mitigation of anticipated impacts; (2) as mapped on the Rawlins Field Office GIS database; (3) protecting historic and visual values of the Lincoln Highway/UPRR Grade historic property.

CSU (1) Surface occupancy or use may be restricted or prohibited within the setting contributing to the National Register of Historic Places eligibility unless the operator and surface managing agency arrive at an acceptable plan for mitigation of anticipated impacts; (2) as mapped on the Rawlins Field Office GIS database; (3) protecting historic and visual values of the Lincoln Highway/UPRR Grade historic property.

CSU (1) Surface occupancy or use will be restricted to no more than an average of one disturbance location per 640 acres using the DDCT, and the cumulative value of all applicable surface disturbances, existing or future, must not exceed 5 percent of the DDCT area, as described in the Disturbance Density Calculation Tool manual (DDCT); (2) as mapped

on the Rawlins Field Office GIS database; (3) to protect Greater sage-grouse designated PHMA (Core only) from habitat fragmentation and loss. This lease does not guarantee the lessee the right to occupy the surface of the lease for the purpose of producing oil and natural gas within Greater sage-grouse designated PHMAs (Core only). The surface occupancy restriction criteria identified in this stipulation may preclude surface occupancy and may be beyond the ability of the lessee to meet due to existing surface disturbance on Federal, State, or private lands within designated PHMAs (Core only) or surface disturbance created by other land users. The BLM may require the lessee or operator to enter into a unit agreement or drilling easement to facilitate the equitable development of this and surrounding leases.

CSU (1) Surface occupancy or use will be restricted or prohibited unless the operator and surface managing agency arrive at an acceptable plan for mitigation of anticipated impacts; (2) as mapped on the Rawlins Field Office GIS database; (3) protecting the habitats of identified amphibian/reptile species.

CSU (1) Surface occupancy or use will be restricted or prohibited unless the operator and surface managing agency arrive at an acceptable plan for mitigation of anticipated impacts; (2) as mapped on the Rawlins Field Office GIS database; (3) protecting raptor nesting habitat.

WY-1611-009 1287.380 Acres

T.0220N, R.0920W, 06th PM, WY

- Sec. 004 LOTS 1-4;
- 004 S2N2,S2;
- 006 LOTS 1,3-5,7;
- 006 SENW,SESW;
- 008 SENE,SESE;
- 018 S2NE,NESE;
- 028 NENE,NESW,NESE,SWSE;

Sweetwater County

Rawlins FO

Stipulations:

Special Lease Notice:

This parcel is located within the Chain Lakes Special Management Area. Development within the Chain Lakes Special Management Area will be intensively managed per the Rawlins RMP and any proposed development will be reviewed inconsideration of the "Recommendations for Development of Oil and Gas Resources within Important Wildlife Habitats" document authored by the WGFD prior to approving surface disturbance

(http://wgfd.wyo.gov/web2011/Departments/Wildlife/pdfs/HABITAT_OILGASRECOMMENDATIONS0000333.pdf). BLM will encourage the use of Master Development Plans in accordance with Onshore Order #1, on this lease parcel to the extent possible.

- Lease Notice No. 1
- Lease Notice No. 2
- Lease Notice No. 3

- Lease Stipulation No. 1
- Lease Stipulation No. 2
- Lease Stipulation No. 3

TLS (1) Apr 10 to Jul 10; (2) as mapped on the Rawlins Field Office GIS database; (3) protecting nesting Mountain plover.

TLS (1) Feb 1 to Jul 31; (2) as mapped on the Rawlins Field Office GIS database; (3) protecting nesting Raptors.

TLS (1) Mar 15 to Jun 30; (2) as mapped on the Rawlins Field Office GIS database; (3) no surface use to seasonally protect Greater sage-grouse breeding, nesting and early brood-rearing habitats outside designated PHMA (Core and Connectivity), within two miles of an occupied lek.

CSU (1) Surface occupancy or use will be restricted or prohibited unless the operator and surface managing agency arrive at an acceptable plan for mitigation of anticipated impacts; (2) as mapped on the Rawlins Field Office GIS database; (3) protecting raptor nesting habitat.

CSU (1) Surface occupancy or use will be restricted or prohibited unless the operator and surface managing agency arrive at an acceptable plan for mitigation of anticipated impacts; (2) as mapped on the Rawlins Field Office GIS database; (3) protecting the habitats of identified amphibian/reptile species.

CSU (1) Surface occupancy or use will be restricted or prohibited unless the operator and surface managing agency arrive at an acceptable plan for mitigation of anticipated impacts; (2) as mapped on the Rawlins Field Office GIS database; (3) protecting the Chain Lakes WHMA unique alkaline desert wetland communities.

WY-1611-010 1930.200 Acres

T.0230N, R.0920W, 06th PM, WY

- Sec. 020 ALL;
- 030 LOTS 1-4;
- 030 E2,E2W2;
- 032 ALL;

Sweetwater County

Rawlins FO

Stipulations:

Special Lease Notice:

This parcel is located within the Chain Lakes Special Management Area. Development within the Chain Lakes Special Management Area will be intensively managed per the Rawlins RMP and any proposed development will be reviewed inconsideration of the "Recommendations for Development of Oil and Gas Resources within Important Wildlife Habitats" document authored by the WGFD prior to approving surface disturbance

(http://wgfd.wyo.gov/web2011/Departments/Wildlife/pdfs/HABITAT_OILGASRECOMMENDATIONS0000333.pdf). BLM will encourage the use of Master Development Plans in accordance with Onshore Order #1, on this lease parcel to the extent possible.

- Lease Notice No. 1
- Lease Notice No. 2
- Lease Notice No. 3

- Lease Stipulation No. 1
- Lease Stipulation No. 2
- Lease Stipulation No. 3

TLS (1) Mar 15 to Jun 30; (2) as mapped on the Rawlins Field Office GIS database; (3) no surface use to seasonally protect Greater sage-grouse breeding, nesting and early brood-rearing habitats outside designated PHMA (Core and Connectivity), within two miles of an occupied lek.

TLS (1) Feb 1 to Jul 31; (2) as mapped on the Rawlins Field Office GIS database; (3) protecting nesting Raptors.

TLS (1) Apr 10 to Jul 10; (2) as mapped on the Rawlins Field Office GIS database; (3) protecting nesting Mountain plover.

CSU (1) Surface occupancy or use will be restricted or prohibited unless the operator and surface managing agency arrive at an acceptable plan for mitigation of anticipated impacts; (2) as mapped on the Rawlins Field Office GIS database; (3) protecting raptor nesting habitat.

CSU (1) Surface occupancy or use will be restricted or prohibited unless the operator and surface managing agency arrive at an acceptable plan for mitigation of anticipated impacts; (2) as mapped on the Rawlins Field Office GIS database; (3) protection the Chain Lakes WHMA unique alkaline desert wetland communities.

WY-1611-011 2548.070 Acres

T.0230N, R.0930W, 06th PM, WY

- Sec. 004 LOTS 1-4;
- 004 S2N2,S2;
- 005 LOTS 1-4;
- 005 S2N2,S2;
- 006 LOTS 1-7;
- 006 S2NE,SE,SE,SE,SE;
- 008 ALL;

Sweetwater County

Rawlins FO

Stipulations:

Special Lease Notice:

This parcel is located within the Chain Lakes Special Management Area. Development within the Chain Lakes Special Management Area will be intensively managed per the Rawlins RMP and any proposed development will be reviewed inconsideration of the "Recommendations for Development of Oil and Gas Resources within Important Wildlife Habitats" document authored by the WGFD prior to approving surface disturbance

(http://wgfd.wyo.gov/web2011/Departments/Wildlife/pdfs/HABITAT_OILGASRECOMMENDATIONS0000333.pdf). BLM will encourage the use of Master Development Plans in accordance with Onshore Order #1, on this lease parcel to the extent possible.

Lease Notice No. 1

Lease Notice No. 2

Lease Notice No. 3

Lease Stipulation No. 1

Lease Stipulation No. 2

Lease Stipulation No. 3

TLS (1) Apr 10 to Jul 10; (2) as mapped on the Rawlins Field Office GIS database; (3) protecting nesting Mountain plover.

TLS (1) Apr 15 to Sep 15; (2) as mapped on the Rawlins Field Office GIS database; (3) protecting nesting Burrowing owls.

CSU (1) Surface occupancy or use will be restricted or prohibited unless the operator and surface managing agency arrive at an acceptable plan for mitigation of anticipated impacts; (2) as mapped on the Rawlins Field Office GIS database; (3) protecting the habitats of identified amphibian/reptile species.

CSU (1) Surface occupancy or use will be restricted or prohibited unless the operator and surface managing agency arrive at an acceptable plan for mitigation of anticipated impacts; (2) as mapped on the Rawlins Field Office GIS database; (3) protection the Chain Lakes WHMA unique alkaline desert wetland communities.

WY-1611-012 2560.000 Acres

T.0230N, R.0930W, 06th PM, WY

- Sec. 014 ALL;
- 022 ALL;
- 024 ALL;
- 026 ALL;

Sweetwater County

Rawlins FO

Stipulations:

Special Lease Notice:

This parcel is located within the Chain Lakes Special Management Area. Development within the Chain Lakes Special Management Area will be intensively managed per the Rawlins RMP and any proposed development will be reviewed inconsideration of the "Recommendations for Development of Oil and Gas Resources within Important Wildlife Habitats" document authored by the WGFD prior to approving surface disturbance

(http://wgfd.wyo.gov/web2011/Departments/Wildlife/pdfs/HABITAT_OILGASRECOMMENDATIONS0000333.pdf). BLM will encourage the use of Master Development Plans in accordance with Onshore Order #1, on this lease parcel to the extent possible.

Lease Notice No. 1

Lease Notice No. 2

Lease Notice No. 3

Lease Stipulation No. 1

Lease Stipulation No. 2

Lease Stipulation No. 3

TLS (1) Mar 15 to Jun 30; (2) as mapped on the Rawlins Field Office GIS database; (3) no surface use to seasonally protect Greater sage-grouse breeding, nesting and early brood-rearing habitats outside designated PHMA (Core and Connectivity), within two miles of an occupied lek.

TLS (1) Feb 1 to Jul 31; (2) as mapped on the Rawlins Field Office GIS database; (3) protecting nesting Raptors.

TLS (1) Apr 10 to Jul 10; (2) as mapped on the Rawlins Field Office GIS database; (3) protecting nesting Mountain plover.

CSU (1) Surface occupancy or use will be restricted or prohibited unless the operator and surface managing agency arrive at an acceptable plan for mitigation of anticipated impacts; (2) as mapped on the Rawlins Field Office GIS database; (3) protecting the habitats of identified amphibian/reptile species.

CSU (1) Surface occupancy or use will be restricted or prohibited unless the operator and surface managing agency arrive at an acceptable plan for mitigation of anticipated impacts; (2) as mapped on the Rawlins Field Office GIS database; (3) protection the Chain Lakes WHMA unique alkaline desert wetland communities.

WY-1611-013 1936.650 Acres

T.0220N, R.0960W, 06th PM, WY

Sec. 012 ALL;
 030 LOTS 5-10;
 030 E2,E2SW;
 032 ALL;

Sweetwater County

Rawlins FO

Stipulations:

Lease Notice No. 1

Lease Notice No. 2

Lease Notice No. 3

Lease Stipulation No. 1

Lease Stipulation No. 2

Lease Stipulation No. 3

TLS (1) Apr 10 to Jul 10; (2) as mapped on the Rawlins Field Office GIS database; (3) protecting nesting Mountain plover.

TLS (1) Feb 1 to Jul 31; (2) as mapped on the Rawlins Field Office GIS database; (3) protecting nesting Raptors.

TLS (1) Mar 15 to Jun 30; (2) as mapped on the Rawlins Field Office GIS database; (3) no surface use to seasonally protect Greater sage-grouse breeding, nesting and early brood-rearing habitats outside designated PHMA (Core and Connectivity), within two miles of an occupied lek.

CSU (1) Surface occupancy or use will be restricted or prohibited unless the operator and surface managing agency arrive at an acceptable plan for mitigation of anticipated impacts; (2) as mapped on the Rawlins Field Office GIS database; (3) protecting raptor nesting habitat.

CSU (1) Surface occupancy or use will be restricted or prohibited unless the operator and surface managing agency arrive at an acceptable plan for mitigation of anticipated impacts; (2) as mapped on the Rawlins Field Office GIS database; (3) protecting the habitats of identified amphibian/reptile species.

WY-1611-014 1679.280 Acres

T.0230N, R.0960W, 06th PM, WY

Sec. 003 LOTS 1,2;
 003 S2N2,SE;
 011 ALL;
 014 E2;
 024 W2;

Sweetwater County

Rawlins FO

Stipulations:

Lease Notice No. 1

Lease Notice No. 2

Lease Notice No. 3

Lease Stipulation No. 1

Lease Stipulation No. 2

Lease Stipulation No. 3

TLS (1) Apr 10 to Jul 10; (2) as mapped on the Rawlins Field Office GIS database; (3) protecting nesting Mountain plover.

TLS (1) Feb 1 to Jul 31; (2) as mapped on the Rawlins Field Office GIS database; (3) protecting nesting Raptors.

CSU (1) Surface occupancy or use will be restricted or prohibited unless the operator and surface managing agency arrive at an acceptable plan for mitigation of anticipated impacts; (2) as mapped on the Rawlins Field Office GIS database; (3) protecting the habitats of identified amphibian/reptile species.

CSU (1) Surface occupancy or use will be restricted or prohibited unless the operator and surface managing agency arrive at an acceptable plan for mitigation of anticipated impacts; (2) as mapped on the Rawlins Field Office GIS database; (3) protecting raptor nesting habitat.

WY-1611-015 480.000 Acres

T.0170N, R.0980W, 06th PM, WY

Sec. 028 NE,S2;

Sweetwater County

Rock Springs FO

Stipulations:

Lease Notice No. 1

Lease Notice No. 2

Lease Notice No. 3

Lease Stipulation No. 1

Lease Stipulation No. 2

Lease Stipulation No. 3

TLS (1) Mar 15 to June 30; (2) as mapped on the Rawlins Field Office GIS database; (3) no surface use to seasonally protect Greater sage-grouse breeding, nesting and early brood-rearing habitats outside designated PHMA (Core and Connectivity), within two miles of an occupied lek.

WY-1611-016 2560.000 Acres

T.0220N, R.1110W, 06th PM, WY
Sec. 020 ALL;
022 ALL;
028 ALL;
034 ALL;

Sweetwater County

Kemmerer FO

Stipulations:

Lease Notice No. 1

Lease Notice No. 2

Lease Notice No. 3

Lease Stipulation No. 1

Lease Stipulation No. 2

Lease Stipulation No. 3

TLS (1) Nov 15 to Apr 30; (2) as mapped on the Kemmerer Field Office GIS database; (3) protecting big game crucial winter range.

WY-1611-017 640.000 Acres

T.0220N, R.1130W, 06th PM, WY
Sec. 009 ALL;

Lincoln County

Kemmerer FO

Stipulations:

Lease Notice No. 1

Lease Notice No. 2

Lease Notice No. 3

Lease Stipulation No. 1

Lease Stipulation No. 2

Lease Stipulation No. 3

TLS (1) Nov 15 to Apr 30; (2) as mapped on the Kemmerer Field Office GIS database; (3) protecting big game crucial winter range.

TLS (1) Feb 1 to Jul 31; (2) as mapped on the Kemmerer Field Office GIS database; (3) protecting nesting Raptors.

TLS (1) Mar 15 to Jun 30; (2) as mapped on the Kemmerer Field Office GIS database; (3) no surface use to seasonally protect Greater sage-grouse breeding, nesting and early brood-rearing habitats outside designated PHMA (Core and Connectivity), within two miles of an occupied lek.

WY-1611-018 2399.000 Acres

T.0300N, R.1140W, 06th PM, WY
Sec. 004 LOTS 1-4;
004 S2N2,S2;
005 LOTS 1-4;
005 S2N2,S2;
006 LOTS 1-7;
006 S2NE,SENW,E2SW,SE;
007 LOTS 3,4;
007 E2,E2SW;

Sublette County

Pinedale FO

Stipulations:

Special Lease Notice:

This parcel has the likelihood for both surface and buried cultural deposits as well as locations important to Native American interests, but none are currently documented. Prior to approval of any ground disturbing activities that may affect any such properties or resources, tribal consultation under applicable requirements of the NHPA and other authorities may be required.

Lease Notice No. 1

Lease Notice No. 2

Lease Notice No. 3

Lease Stipulation No. 1

Lease Stipulation No. 2

Lease Stipulation No. 3

NSO (1) As mapped on the Pinedale Field Office GIS database; (2) protecting 100-year floodplains of perennial channels.

NSO (1) As mapped on the Pinedale Field Office GIS database; (2) within 2600 feet of active Bald eagle nests.

TLS (1) Feb 1 to Jul 31; (2) as mapped on the Pinedale Field Office GIS database; (3) protecting nesting Raptors.

TLS (1) May 1 to Jun 30; (2) as mapped on the Pinedale Field Office GIS database; (3) protecting big game parturition.

TLS (1) Nov 15 to Apr 30; (2) as mapped on the Pinedale Field Office GIS database; (3) protecting big game crucial winter range.

TLS (1) Nov 15 to Apr 30; (2) as mapped on the Pinedale Field Office GIS database; (3) protecting elk feedgrounds.

CSU (1) Surface occupancy or use will be restricted or prohibited unless the operator and surface managing agency arrive at an acceptable plan for mitigation of anticipated impacts; (2) as mapped on the Pinedale Field Office GIS database; (3) protecting VRM II management areas.

CSU (1) Surface occupancy or use will be restricted or prohibited within 1 mile of raptor nests unless the operator and surface managing agency arrive at an acceptable plan for mitigation of anticipated impacts; (2) as mapped on the Pinedale Field Office GIS database; (3) protecting raptor nests.

CSU (1) Surface occupancy or use will be restricted or prohibited unless the operator and surface managing agency arrive at an acceptable plan for mitigation of anticipated impacts; (2) as mapped on the Pinedale Field Office GIS database; (3) protecting Canada Lynx Analysis Unit

WY-1611-019 557.560 Acres

T.0300N, R.1140W, 06th PM, WY

Sec. 007 LOTS 1,2;
 007 E2NW;
 021 W2NE,NW,SE;

Sublette County
Pinedale FO

Stipulations:

Special Lease Notice:

This parcel has the likelihood for both surface and buried cultural deposits as well as locations important to Native American interests, but none are currently documented. Prior to approval of any ground disturbing activities that may affect any such properties or resources, tribal consultation under applicable requirements of the NHPA and other authorities may be required.

Lease Notice No. 1
Lease Notice No. 2
Lease Notice No. 3

Lease Stipulation No. 1
Lease Stipulation No. 2
Lease Stipulation No. 3

NSO (1) As mapped on the Pinedale Field Office GIS database;(2) protecting 100-year floodplains of perennial channels.

NSO (1) As mapped on the Pinedale Field Office GIS database; (2) within 2600 feet of active Bald eagle nests.

TLS (1) Feb 1 to Jul 31; (2) as mapped on the Pinedale Field Office GIS database; (3) protecting nesting Raptors.

TLS (1) May 1 to Jun 30; (2) as mapped on the Pinedale Field Office GIS database; (3) protecting big game parturition.

TLS (1) Nov 15 to Apr 30; (2) as mapped on the Pinedale Field Office GIS database; (3) protecting big game crucial winter range.

TLS (1) Nov 15 to Apr 30; (2) as mapped on the Pinedale Field Office GIS database; (3) protecting elk feedgrounds.

CSU (1) Surface occupancy or use will be restricted or prohibited within 1 mile of raptor nests unless the operator and surface managing agency arrive at an acceptable plan for mitigation of anticipated impacts; (2) as mapped on the Pinedale Field Office GIS database; (3) protecting raptor nests.

CSU (1) Surface occupancy or use will be restricted or prohibited unless the operator and surface managing agency arrive at an acceptable plan for mitigation of anticipated impacts; (2) as mapped on the Pinedale Field Office GIS database; (3) protecting Canada Lynx Analysis Unit

WY-1611-020 2360.000 Acres

T.0300N, R.1140W, 06th PM, WY

Sec. 008 NE,N2NW,W2SW,SESW,SWSE;
 011 ALL;
 013 ALL;
 014 E2E2,NWNE,NENW;
 015 NWNE,N2NW;
 017 E2;

Sublette County
Pinedale FO

Stipulations:

Special Lease Notice:

This parcel has the likelihood for both surface and buried cultural deposits as well as locations important to Native American interests, but none are currently documented. Prior to approval of any ground disturbing activities that may affect any such properties or resources, tribal consultation under applicable requirements of the NHPA and other authorities may be required.

Lease Notice No. 1
Lease Notice No. 2
Lease Notice No. 3

Lease Stipulation No. 1
Lease Stipulation No. 2
Lease Stipulation No. 3

NSO (1) As mapped on the Pinedale Field Office GIS database; (2) to protect occupied Greater sage-grouse leks and associated seasonal habitat, life-history, or behavioral needs of Greater sage-grouse in proximity to leks from habitat fragmentation and loss, and protect Greater sage-grouse populations from disturbance within an 0.25-mile radius of the perimeter of occupied Greater sage-grouse leks outside designated PHMAs (Core and Connectivity).

NSO (1) As mapped on the Pinedale Field Office GIS database;(2)protecting 100-year floodplains of perennial channels.

NSO (1) As mapped on the Pinedale Field Office GIS database; (2) within 1000 feet of active raptor nests.

NSO (1) As mapped on the Pinedale Field Office GIS database; (2) within 1400 feet of active Ferruginous hawk nests.

NSO (1) As mapped on the Pinedale Field Office GIS database; (2) within 2600 feet of active Bald eagle nests.

TLS (1) Feb 1 to Jul 31; (2) as mapped on the Pinedale Field Office GIS database; (3) protecting nesting Raptors.

TLS (1) Mar 15 to Jun 30; (2) as mapped on the Pinedale Field Office GIS database; (3) no surface use to seasonally protect Greater sage-grouse breeding, nesting and early brood-rearing habitats outside designated PHMA (Core and Connectivity), within two miles of an occupied lek.

TLS (1) May 1 to Jun 30; (2) as mapped on the Pinedale Field Office GIS database; (3) protecting big game parturition.

TLS (1) Nov 15 to Apr 30; (2) as mapped on the Pinedale Field Office GIS database; (3) protecting big game crucial winter range.

TLS (1) Nov 15 to Apr 30; (2) as mapped on the Pinedale Field Office GIS database; (3) protecting elk feedgrounds.

CSU (1) Surface occupancy or use will be restricted or prohibited unless the operator and surface managing agency arrive at an acceptable plan for mitigation of anticipated impacts; (2) as mapped on the Pinedale Field

Office GIS database; (3) protecting VRM II management areas.

CSU (1) Surface occupancy or use will be restricted or prohibited within 1 mile of raptor nests unless the operator and surface managing agency arrive at an acceptable plan for mitigation of anticipated impacts; (2) as mapped on the Pinedale Field Office GIS database; (3) protecting raptor nests.

CSU (1) Surface occupancy or use will be restricted or prohibited unless the operator and surface managing agency arrive at an acceptable plan for mitigation of anticipated impacts; (2) as mapped on the Pinedale Field Office GIS database; (3) protecting Canada Lynx Analysis Unit

WY-1611-021 **1960.000 Acres**
 T.0300N, R.1140W, 06th PM, WY
 Sec. 022 S2;
 023 S2SW,SWSE;
 024 NE,NENW;
 025 W2NW,SENW,SW,W2SE;
 026 ALL;
 027 E2;

Sublette County
 Pinedale FO

Stipulations:

Special Lease Notice:

This parcel has the likelihood for both surface and buried cultural deposits as well as locations important to Native American interests, but none are currently documented. Prior to approval of any ground disturbing activities that may affect any such properties or resources, tribal consultation under applicable requirements of the NHPA and other authorities may be required.

Lease Notice No. 1

Lease Notice No. 2

Lease Notice No. 3

Lease Stipulation No. 1

Lease Stipulation No. 2

Lease Stipulation No. 3

NSO (1) As mapped on the Pinedale Field Office GIS database; (2) to protect occupied Greater sage-grouse leks and associated seasonal habitat, life-history, or behavioral needs of Greater sage-grouse in proximity to leks from habitat fragmentation and loss, and protect Greater sage-grouse populations from disturbance within an 0.25-mile radius of the perimeter of occupied Greater sage-grouse leks outside designated PHMAs (Core and Connectivity).

NSO (1) As mapped on the Pinedale Field Office GIS database; (2) protecting 100-year floodplains of perennial channels.

NSO (1) As mapped on the Pinedale Field Office GIS database; (2) within 1000 feet of active raptor nests.

NSO (1) As mapped on the Pinedale Field Office GIS database; (2) within 1400 feet of active Ferruginous hawk nests.

NSO (1) As mapped on the Pinedale Field Office GIS database; (2) within 2600 feet of active Bald eagle nests.

TLS (1) Feb 1 to Jul 31; (2) as mapped on the Pinedale Field Office GIS database; (3) protecting nesting Raptors.

TLS (1) Mar 15 to Jun 30; (2) as mapped on the Pinedale Field Office GIS database; (3) no surface use to seasonally protect Greater sage-grouse breeding, nesting and early brood-rearing habitats outside designated PHMA (Core and Connectivity), within two miles of an occupied lek.

TLS (1) May 1 to Jun 30; (2) as mapped on the Pinedale Field Office GIS database; (3) protecting big game parturition.

TLS (1) Nov 15 to Apr 30; (2) as mapped on the Pinedale Field Office GIS database; (3) protecting big game crucial winter range.

TLS (1) Nov 15 to Apr 30; (2) as mapped on the Pinedale Field Office GIS database; (3) protecting elk feedgrounds.

CSU (1) Surface occupancy or use will be restricted or prohibited within 1 mile of raptor nests unless the operator and surface managing agency arrive at an acceptable plan for mitigation of anticipated impacts; (2) as

mapped on the Pinedale Field Office GIS
database; (3) protecting raptor nests.

Number of Parcels - 21

Total Acreage - 32422.020

Total Number of Parcels with Presale Offers - 0

Parcel Number of Parcels with Presale Offers - 0

Total Acreage With Presale Offers - 0

Any portion of the listed lands may be deleted upon
determination that such lands are not available for
leasing.

BLM Offices in Wyoming

Wyoming State Office

5353 Yellowstone Road
P.O. Box 1828
Cheyenne, WY 82003-1828

Telephone: 307-775-6256
FAX: 307-775-6129
Office Hours: 7:45 a.m. - 4:30 p.m.
Public Room Hours: 9:00 a.m. - 4:00 p.m.
www.blm.gov/wy

Wyoming High Desert District

**Kemmerer
Field Office**
312 Highway 189 N.
Kemmerer, WY 83101-9711
(307) 828-4500
Fax: (307) 828-4539

**Pinedale
Field Office**
1625 West Pine St.
P.O. Box 768
Pinedale, WY 82941-0768
(307) 367-5300
Fax: (307) 367-5329

**Rawlins
Field Office**
1300 N. Third St.
Rawlins, WY
82301-2407
(307) 328-4200
Fax: (307) 328-4224

**Rock Springs
Field Office**
280 Highway 191 N.
Rock Springs, WY
82901-3447
(307) 352-0256
Fax: (307) 352-0329

Wyoming High Plains District

**Buffalo
Field Office**
1425 Fort St.
Buffalo, WY
82834-2436
(307) 684-1100
Fax: (307) 684-1122

**Casper
Field Office**
2987 Prospector Drive
Casper, WY
82604-2968
(307) 261-7600
Fax: (307) 261-7587

**Newcastle
Field Office**
1101 Washington Blvd.
Newcastle, WY 82701-2968
(307) 746-6600
Fax: (307) 746-6639

**Wyoming State Office
Reservoir
Management Group**
2987 Prospector Drive
Casper, WY
82604-2968
(307) 261-7600
Fax: (307) 261-7539

Wyoming Wind River/Bighorn Basin District

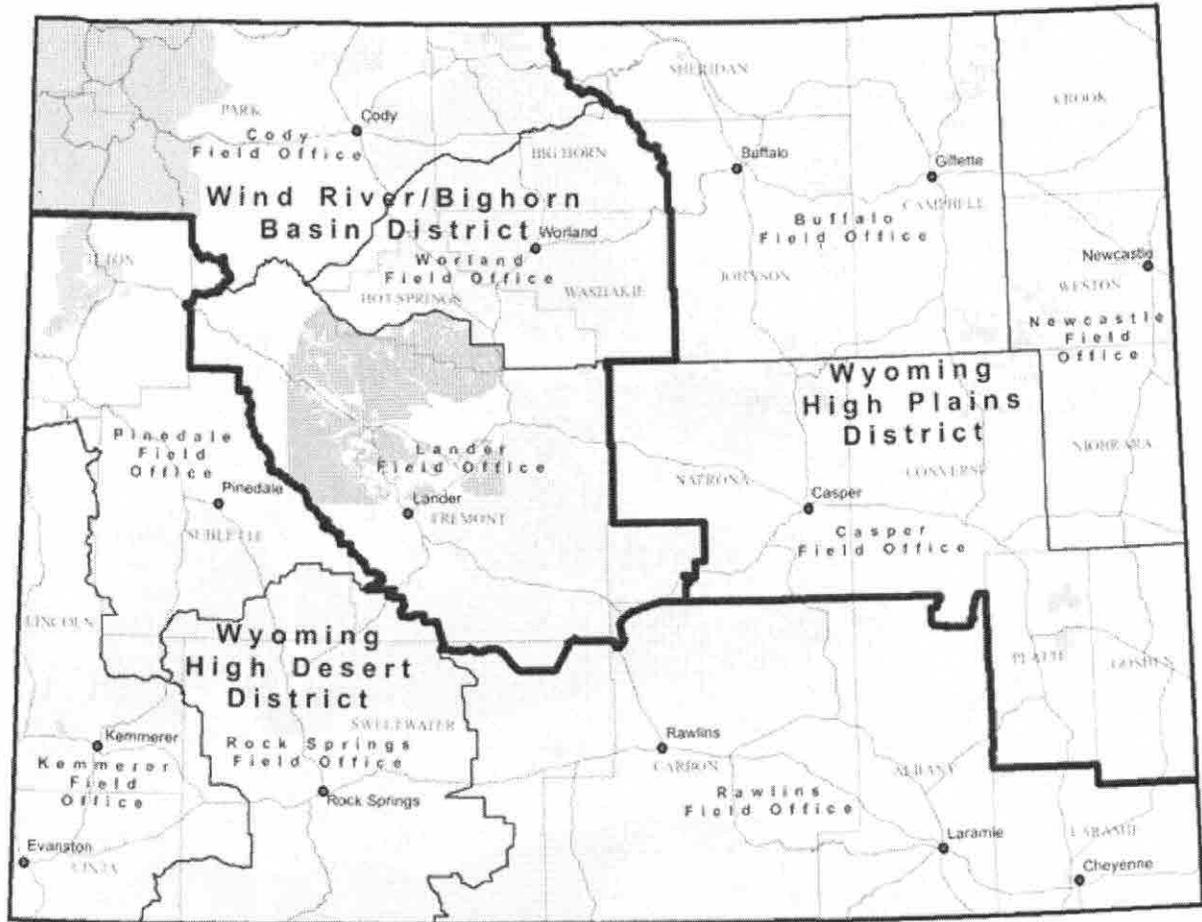
**Cody
Field Office**
1002 Blackburn St.
Cody, WY 82414
(307) 578-5900
Fax: (307) 578-5939

**Lander
Field Office**
1335 Main
Lander, WY
82520-2654
(307) 332-8400
Fax: (307) 332-8444

**Worland
Field Office**
101 South 23rd St.
P.O. Box 119
Worland, WY 82401-0119
(307) 347-5100
Fax: (307) 347-5228



Wyoming Districts and Field Offices



Carbon	6,747.820 ac.
Lincoln	640.000 ac.
Sublette	7,276.560 ac.
Sweetwater	17,757.640 ac.

Enhanced Bidder Registration Form

Bidder Registration Form Competitive Oil and Gas Lease Sale

By completing this form, I certify that the undersigned, or the principal party whom the undersigned is acting on behalf of, is in compliance with the applicable regulations and leasing authorities governing a bid and subsequent lease. I certify that any bid submitted by the undersigned or on behalf of the principal party is a good faith statement of intention by the undersigned or the principal party to acquire an oil and gas lease on the offered lands. Further, I acknowledge that if a bid is declared the high bid, it will constitute a legally binding commitment to execute the Bureau of Land Management's Form 3000-2, Competitive Oil and Gas or Geothermal Resources Lease Bid, and to accept the lease.

In addition, if a bid is declared the high bid, the undersigned or the principal party will pay to the Bureau of Land Management (BLM) by the close of official business hours on the day of the auction, or such other time as may be specified by the authorized officer, an amount at least equal to the minimum monies owed the day of sale for that bid, as set out in applicable regulations. The undersigned and the principal party acknowledge that these monies are due to the Bureau of Land Management as a result of winning the auction. Further, the undersigned and the principal party understand that if payment is not received by the due date, the BLM will issue a bill for monies owed, and if payment is not received, the United States will pursue collection by all appropriate methods, and as appropriate, will assess late fees, civil penalties, interest, administrative charges, and penalties on past due amounts (Federal Claims Collection Act of 1966, as amended; The Debt Collection Improvement Act of 1996; 31 CFR part 285).

I certify that neither I nor the principal party whom I represent owes the United States any monies that were due the day of sale from any oil and gas lease auction conducted by any Bureau of Land Management office.

It is a crime under 18 U.S.C. 1001 and 43 U.S.C. 1212 for any person to knowingly and willfully make any false, fictitious, or fraudulent statements or representations as to any matter within the jurisdiction of the government. Any such offense may result in a fine or imprisonment for not more than 5 years, or both.

It is a crime under 30 U.S.C. 195 (a) and (b) to organize or participate in any scheme to defeat provisions of the mineral leasing regulations or for any person to obtain money or property by means of false statements regarding a person's ability to obtain a lease. Any person who knowingly violates this provision shall be punished by a fine of not more than \$500,000, imprisonment for not more than 5 years, or both.

A separate registration is required for each company or individual you are representing.

Please fill in the company/individual name and address as it would appear on any issued lease. We will send a copy of the lease and billing notices to the name and address as shown below. (NOTE: Please use the same lessee name and address information on BLM Form 3000-2.)

Bidder Number

Lessee Name: _____

Mailing Address: _____

City: _____

State: _____ Zip Code: _____

Bidder Name: _____ Phone number: _____
(including area code)

Relationship to lessee: _____
(Self, Agent, Attorney-in-fact, President, etc.)

Signature

Date

For BLM Use Only: Type of identification: _____

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial Number

OFFER TO LEASE AND LEASE FOR OIL AND GAS

The undersigned (page 2) offers to lease all or any of the lands in Item 2 that are available for lease pursuant to the Mineral Lands Leasing Act of 1920, as amended and supplemented (30 U.S.C. 181 et seq.), the Mineral Leasing Act for Acquired Lands of 1947, as amended (30 U.S.C. 351-359), or _____ (other).

READ INSTRUCTIONS BEFORE COMPLETING

1. Name
Street
City, State, Zip Code

2. This application/offer/lease is for: (Check Only One) PUBLIC DOMAIN LANDS ACQUIRED LANDS (percent U.S. interest _____)

Surface managing agency if other than Bureau of Land Management (BLM): _____ Unit/Project _____

Legal description of land requested: *Parcel No.: _____ *Sale Date (mm/dd/yyyy): _____

***See Item 2 in Instructions below prior to completing Parcel Number and Sale Date.**

T. R. Meridian State County

Amount remitted: Filing fee \$ _____ Rental fee \$ _____ Total acres applied for _____
Total \$ _____

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. R. Meridian State County

Total acres in lease _____
Rental retained \$ _____

This lease is issued granting the exclusive right to drill for, mine, extract, remove and dispose of all the oil and gas (except helium) in the lands described in Item 3 together with the right to build and maintain necessary improvements thereupon for the term indicated below, subject to renewal or extension in accordance with the appropriate leasing authority. Rights granted are subject to applicable laws, the terms, conditions, and attached stipulations of this lease, the Secretary of the Interior's regulations and formal orders in effect as of lease issuance, and to regulations and formal orders hereafter promulgated when not inconsistent with lease rights granted or specific provisions of this lease.

NOTE: This lease is issued to the high bidder pursuant to his/her duly executed bid form submitted under 43 CFR 3120 and is subject to the provisions of that bid and those specified on this form.

Type and primary term:

THE UNITED STATES OF AMERICA

Noncompetitive lease (ten years)

by _____
(BLM)

Competitive lease (ten years)

(Title) (Date)

Other _____ EFFECTIVE DATE OF LEASE _____

4. (a) Undersigned certifies that (1) offeror is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or Territory thereof, (2) all parties holding an interest in the offer are in compliance with 43 CFR 3100 and the leasing authorities; (3) offeror's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options), (4) offeror is not considered a minor under the laws of the State in which the lands covered by this offer are located; (5) offeror is in compliance with qualifications concerning Federal coal lease holdings provided in sec. 2(a)2(A) of the Mineral Leasing Act; (6) offeror is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (7) offeror is not in violation of sec. 41 of the Act. (b) Undersigned agrees that signature to this offer constitutes acceptance of this lease, including all terms conditions, and stipulations of which offeror has been given notice, and any amendment or separate lease that may include any land described in this offer open to leasing at the time this offer was filed but omitted for any reason from this lease. The offeror further agrees that this offer cannot be withdrawn, either in whole or in part unless the withdrawal is received by the proper BLM State Office before this lease, an amendment to this lease, or a separate lease, whichever covers the land described in the withdrawal, has been signed on behalf of the United States.

This offer will be rejected and will afford offeror no priority if it is not properly completed and executed in accordance with the regulations, or if it is not accompanied by the required payments.

Duly executed this _____ day of _____, 20 _____
(Signature of Lessee or Attorney-in-fact)

Title 18 U.S.C. Section 1001 and Title 43 U.S.C. Section 1212 make it a crime for any person knowingly and willfully to make to any department or Agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

LEASE TERMS

Sec. 1. Rentals--Rentals must be paid to proper office of lessor in advance of each lease year. Annual rental rates per acre or fraction thereof are:

- (a) Noncompetitive lease, \$1.50 for the first 5 years; thereafter \$2.00;
- (b) Competitive lease, \$1.50; for the first 5 years; thereafter \$2.00;
- (c) Other, see attachment, or

as specified in regulations at the time this lease is issued.

If this lease or a portion thereof is committed to an approved cooperative or unit plan which includes a well capable of producing leased resources, and the plan contains a provision for allocation of production, royalties must be paid on the production allocated to this lease. However, annual rentals must continue to be due at the rate specified in (a), (b), or (c) rentals for those lands not within a participating area.

Failure to pay annual rental, if due, on or before the anniversary date of this lease (or next official working day if office is closed) must automatically terminate this lease by operation of law. Rentals may be waived, reduced, or suspended by the Secretary upon a sufficient showing by lessee.

Sec. 2. Royalties--Royalties must be paid to proper office of lessor. Royalties must be computed in accordance with regulations on production removed or sold. Royalty rates are:

- (a) Noncompetitive lease, 12 1/2%;
- (b) Competitive lease, 12 1/2 %;
- (c) Other, see attachment; or

as specified in regulations at the time this lease is issued.

Lessor reserves the right to specify whether royalty is to be paid in value or in kind, and the right to establish reasonable minimum values on products after giving lessee notice and an opportunity to be heard. When paid in value, royalties must be due and payable on the last day of the month following the month in which production occurred. When paid in kind, production must be delivered, unless otherwise agreed to by lessor, in merchantable condition on the premises where produced without cost to lessor. Lessee must not be required to hold such production in storage beyond the last day of the month following the month in which production occurred, nor must lessee be held liable for loss or destruction of royalty oil or other products in storage from causes beyond the reasonable control of lessee.

Minimum royalty in lieu of rental of not less than the rental which otherwise would be required for that lease year must be payable at the end of each lease year beginning on or after a discovery in paying quantities. This minimum royalty may be waived, suspended, or reduced, and the above royalty rates may be reduced, for all or portions of this lease if the Secretary determines that such action is necessary to encourage the greatest ultimate recovery of the leased resources, or is otherwise justified.

An interest charge will be assessed on late royalty payments or underpayments in accordance with the Federal Oil and Gas Royalty Management Act of 1982 (FOGRMA) (30 U.S.C. 1701). Lessee must be liable for royalty payments on oil and gas lost or wasted from a lease site when such loss or waste is due to negligence on the part of the operator, or due to the failure to comply with any rule, regulation, order, or citation issued under FOGRMA or the leasing authority.

Sec. 3. Bonds - A bond must be filed and maintained for lease operations as required under regulations.

Sec. 4. Diligence, rate of development, unitization, and drainage - Lessee must exercise reasonable diligence in developing and producing, and must prevent unnecessary damage to, loss of, or waste of leased resources. Lessor reserves right to specify rates of development and production in the public interest and to require lessee to subscribe to a cooperative or unit plan, within 30 days of notice, if deemed necessary for proper development and operation of area, field, or pool embracing these leased lands. Lessee must drill and produce wells necessary to protect leased lands from drainage or pay compensatory royalty for drainage in amount determined by lessor.

Sec. 5. Documents, evidence, and inspection - Lessee must file with proper office of lessor, not later than 30 days after effective date thereof, any contract or evidence of other arrangement for sale or disposal of production. At such times and in such form as lessor may prescribe, lessee must furnish detailed statements showing amounts and quality of all products removed and sold, proceeds therefrom, and amount used for production purposes or unavoidably lost. Lessee may be required to provide plats and schematic diagrams showing development work and improvements, and reports with respect to parties in interest, expenditures, and depreciation costs. In the form prescribed by lessor, lessee must keep a daily drilling record, a log, information on well surveys and tests, and a record of subsurface investigations and furnish copies to lessor when required. Lessee must keep open at all reasonable times for inspection by any representative of lessor, the leased premises and all wells, improvements, machinery, and fixtures thereon, and all books, accounts, maps, and records relative to operations, surveys, or investigations on or in the leased lands. Lessee must maintain copies of all contracts, sales agreements, accounting records, and documentation such as billings, invoices, or similar documentation that supports costs claimed as manufacturing, preparation, and/or transportation costs. All such records must be maintained in lessee's accounting offices for future audit by lessor. Lessee must maintain required records for 6 years after they are generated or, if an audit or investigation is underway, until released of the obligation to maintain such records by lessor.

During existence of this lease, information obtained under this section will be closed to inspection by the public in accordance with the Freedom of Information Act (5 U.S.C. 552).

Sec. 6. Conduct of operations - Lessee must conduct operations in a manner that minimizes adverse impacts to the land, air, and water, to cultural, biological, visual, and other resources, and to other land uses or users. Lessee must take reasonable measures deemed necessary by lessor to accomplish the intent of this section. To the extent consistent with lease rights granted, such measures may include, but are not limited to, modification to siting or design of facilities, timing of operations, and specification of interim and final reclamation measures. Lessor reserves the right to continue existing uses and to authorize future uses upon or in the leased lands, including the approval of easements or rights-of-way. Such uses must be conditioned so as to prevent unnecessary or unreasonable interference with rights of lessee.

Prior to disturbing the surface of the leased lands, lessee must contact lessor to be apprised of procedures to be followed and modifications or reclamation measures that may be necessary. Areas to be disturbed may require inventories or special studies to determine the extent of impacts to other resources. Lessee may be required to complete minor inventories or short term special studies under guidelines provided by lessor. If in the conduct of operations, threatened or endangered species, objects of historic or scientific interest, or substantial unanticipated environmental effects are observed, lessee must immediately contact lessor. Lessee must cease any operations that would result in the destruction of such species or objects.

Sec. 7. Mining operations - To the extent that impacts from mining operations would be substantially different or greater than those associated with normal drilling operations, lessor reserves the right to deny approval of such operations.

Sec. 8. Extraction of helium - Lessor reserves the option of extracting or having extracted helium from gas production in a manner specified and by means provided by lessor at no expense or loss to lessee or owner of the gas. Lessee must include in any contract of sale of gas the provisions of this section.

Sec. 9. Damages to property - Lessee must pay lessor for damage to lessor's improvements, and must save and hold lessor harmless from all claims for damage or harm to persons or property as a result of lease operations.

Sec. 10. Protection of diverse interests and equal opportunity - Lessee must pay, when due, all taxes legally assessed and levied under laws of the State or the United States; accord all employees complete freedom of purchase; pay all wages at least twice each month in lawful money of the United States; maintain a safe working environment in accordance with standard industry practices; and take measures necessary to protect the health and safety of the public.

Lessor reserves the right to ensure that production is sold at reasonable prices and to prevent monopoly. If lessee operates a pipeline, or owns controlling interest in a pipeline or a company operating a pipeline, which may be operated accessible to oil derived from these leased lands, lessee must comply with section 28 of the Mineral Leasing Act of 1920.

Lessee must comply with Executive Order No. 11246 of September 24, 1965, as amended, and regulations and relevant orders of the Secretary of Labor issued pursuant thereto. Neither lessee nor lessee's subcontractors must maintain segregated facilities.

Sec. 11. Transfer of lease interests and relinquishment of lease - As required by regulations, lessee must file with lessor any assignment or other transfer of an interest in this lease. Lessee may relinquish this lease or any legal subdivision by filing in the proper office a written relinquishment, which will be effective as of the date of filing, subject to the continued obligation of the lessee and surety to pay all accrued rentals and royalties.

Sec. 12. Delivery of premises - At such time as all or portions of this lease are returned to lessor, lessee must place affected wells in condition for suspension or abandonment, reclaim the land as specified by lessor and, within a reasonable period of time, remove equipment and improvements not deemed necessary by lessor for preservation of producible wells.

Sec. 13. Proceedings in case of default - If lessee fails to comply with any provisions of this lease, and the noncompliance continues for 30 days after written notice thereof, this lease will be subject to cancellation unless or until the leasehold contains a well capable of production of oil or gas in paying quantities, or the lease is committed to an approved cooperative or unit plan or communitization agreement which contains a well capable of production of unitized substances in paying quantities. This provision will not be construed to prevent the exercise by lessor of any other legal and equitable remedy, including waiver of the default. Any such remedy or waiver will not prevent later cancellation for the same default occurring at any other time. Lessee will be subject to applicable provisions and penalties of FOGRMA (30 U.S.C. 1701).

Sec. 14. Heirs and successors-in-interest - Each obligation of this lease will extend to and be binding upon, and every benefit hereof will inure to the heirs, executors, administrators, successors, beneficiaries, or assignees of the respective parties hereto.

A. General:

1. Page 1 of this form is to be completed only by parties filing for a noncompetitive lease. The BLM will complete page 1 of the form for all other types of leases.
2. Entries must be typed or printed plainly in ink. Offeror must sign Item 4 in ink.
3. An original and two copies of this offer must be prepared and filed in the proper BLM State Office. See regulations at 43 CFR 1821.2-1 for office locations.
4. If more space is needed, additional sheets must be attached to each copy of the form submitted.

B. Special:

Item 1 - Enter offeror's name and billing address.

Item 2 - Identify the mineral status and, if acquired lands, percentage of Federal ownership of applied for minerals. Indicate the agency controlling the surface of the land and the name of the unit or project which the land is a part. The same offer may not include both Public

Domain and Acquired lands. Offeror also may provide other information that will assist in establishing title for minerals. The description of land must conform to 43 CFR 3110. A single parcel number and Sale Date will be the only acceptable description during the period from the first day following the end of a competitive process until the end of that same month, using the parcel number on the List of Lands Available for Competitive Nominations or the Notice of Competitive Lease Sale, whichever is appropriate.

Payments: The amount remitted must include the filing fee and the first year's rental at the rate of \$1.50 per acre or fraction thereof. The full rental based on the total acreage applied for must accompany an offer even if the mineral interest of the United States is less than 100 percent. The filing fee will be retained as a service charge even if the offer is completely rejected or withdrawn. To protect priority, it is important that the rental submitted be sufficient to cover all the land requested. If the land requested includes lots or irregular quarter-quarter sections, the exact area of which is not known to the offeror, rental should be submitted on the basis of each such lot or quarter-quarter section containing 40 acres. If the offer is withdrawn or rejected in whole or in part before a lease issues, the rental remitted for the parts withdrawn or rejected will be returned.

Item 3 - This space will be completed by the United States.

NOTICES

The Privacy Act of 1974 and the regulations in 43 CFR 2.48(d) provide that you be furnished with the following information in connection with information required by this oil and gas lease offer.

AUTHORITY: 30 U.S.C. 181 et seq.; 30 U.S.C 351-359.

PRINCIPAL PURPOSE: The information is to be used to process oil and gas offers and leases.

ROUTINE USES: (1) The adjudication of the lessee's rights to the land or resources. (2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources. (3) Transfer to appropriate Federal agencies when consent or concurrence is required prior to granting a right in public lands or resources. (4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION: If all the information is not provided, the offer may be rejected. See regulations at 43 CFR 3100.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

**COMPETITIVE OIL AND GAS OR
GEOTHERMAL RESOURCES LEASE BID**

30 U.S.C. 181 et seq.; 30 U.S.C. 351-359;
30 U.S.C. 1001-1025; 42 U.S.C. 6508

FORM APPROVED
OMB NO. 1004-0074
Expires: September 30, 2006

State	Date of sale
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PARCEL NUMBER	AMOUNT OF BID (See Instructions below)	
	TOTAL BID	PAYMENT SUBMITTED WITH BID
THE BID IS FOR (Check one): <input type="checkbox"/> Oil and Gas Parcel Number _____		
<input type="checkbox"/> Geothermal Parcel Number _____ Name of Known Geothermal Resource Area (KGRA) _____		

The appropriate regulations applicable to this bid are: (1) for oil and gas leases--43 CFR 3120; (2) for National Petroleum Reserve-Alaska (NPR-A) leases--43 CFR 3132; and (3) for Geothermal resources leases--43 CFR 3220. (See details concerning lease qualifications on reverse.)

I CERTIFY THAT I have read and am in compliance with, and not in violation of, the lessee qualification requirements under the applicable regulations for this bid.

I CERTIFY THAT this bid is not in violation of 18 U.S.C. 1860 which prohibits unlawful combination or intimidation of bidders. I further certify that this bid was arrived at independently and is tendered without collusion with any other bidder for the purpose of restricting competition.

IMPORTANT NOTICE: Execution of this form, where the offer is the high bid, constitutes a binding lease offer, including all applicable terms and conditions. Failure to comply with the applicable laws and regulations under which this bid is made shall result in rejection of the bid and forfeiture of all monies submitted.

Print or Type Name of Lessee

Address of Lessee

City State Zip Code

Signature of Lessee or Bidder

INSTRUCTIONS FOR OIL AND GAS BID
(Except NPR-A)

1. Separate bid for each parcel is required. Identify parcel by the parcel number assigned in the *Notice of Competitive Lease Sale*.
2. Bid **must** be accompanied by the national minimum acceptable bid, the first year's rental and the administrative fee. The remittance **must** be in the form specified in 43 CFR 3103.1-1. The remainder of the bonus bid, if any, **must** be submitted to the proper BLM office within 10 working days after the last day of the oral auction. **Failure to submit the remainder of the bonus bid within 10 working days will result in rejection of the bid offer and forfeiture of all monies paid.**
3. If bidder is **not** the sole party in interest in the lease for which the bid is submitted, all other parties in interest may be required to furnish evidence of their qualifications upon written request by the authorized officer.
4. This bid may be executed (*signed*) before the oral auction. If signed before the oral auction, this form cannot be modified without being executed again.
5. In view of the above requirement (4), bidder may wish to leave, AMOUNT OF BID section blank so that final bid amount may be either completed by the bidder or the Bureau of Land Management at the oral auction.

INSTRUCTIONS

**INSTRUCTIONS FOR GEOTHERMAL OR
NPR-A OIL AND GAS BID**

1. Separate bid for each parcel is required. Identify parcel by the number assigned to a tract.
2. Bid **must** be accompanied by one-fifth of the total amount of bid. The remittance **must** be in the form specified in 43 CFR 3220.4 for a Geothermal Resources bid and 3132.2 for a NPR-A lease bid.
3. Mark envelope Bid for Geothermal Resources Lease in (*Name of KGRA*) or Bid for NPR-A Lease, as appropriate. Be sure correct parcel number of tract on which bid is submitted and date of bid opening are noted plainly on envelope. No bid may be modified or withdrawn unless such modification or withdrawal is received prior to time fixed for opening of bids.
4. Mail or deliver bid to the proper BLM office or place indicated in the *Notice of Competitive Lease Sale*.
5. If bidder is **not** the sole party in interest in the lease for which bid is submitted, all other parties in interest may be required to furnish evidence of their qualifications upon written request by the authorized officer.

Title 18 U.S.C. Section 1001 and Title 43 U.S.C. Section 1212 make it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

QUALIFICATIONS

For leases that may be issued as a result of this sale under the Mineral Leasing Act (The Act) of 1920; as amended, the oral bidder must: (1) Be a citizen of the United States; an association (*including partnerships and trusts*) of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or Territory thereof; (2) Be in compliance with acreage limitation requirements wherein the bidder's interests, direct and indirect, in oil and gas leases in the State identified do not exceed 246,080 acres each in public domain or acquired lands including acreage covered by this bid, of which not more than 200,000 acres are under options. If this bid is submitted for lands in Alaska, the bidder's holdings in each of the Alaska leasing districts do not exceed 300,000 acres, of which no more than 200,000 acres are under options in each district; (3) Be in compliance with Federal coal lease holdings as provided in sec. 2(a)(2)(A) of the Act; (4) Be in compliance with reclamation requirements for all Federal oil and gas holdings as required by sec. 17 of the Act; (5) Not be in violation of sec. 41 of the Act; and (6) Certify that all parties in interest in this bid are in compliance with 43 CFR Groups 3000 and 3100 and the leasing authorities cited herein.

For leases that may be issued as a result of this sale under the Geothermal Steam Act of 1970, as amended, the bidder must: (1) Be a Citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or Territory thereof; and (2) Be in compliance with acreage limitation requirements wherein the bidder's interests, direct and indirect, do not exceed 51,200 acres; and (3) Certify that all parties in interest in this bid are in compliance with 43 CFR Group 3200 and the leasing authority cited herein.

For leases that may be issued as a result of this sale under the Department of the Interior Appropriations Act of 1981, the bidder must: (1) Be a citizen or national of the United States; an alien lawfully admitted for permanent residence; a private, public or municipal corporation organized under the laws of the United States or of any State or Territory thereof; an association of such Citizens, nationals, resident aliens or private, public or municipal corporations, and (2) Certify that all parties in interest in this bid are in compliance with 43 CFR Part 3130 and the leasing authorities cited herein.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this bid for a Competitive Oil and Gas or Geothermal Resources Lease.

AUTHORITY: 30 U.S.C. 181 et seq.; 30 U.S.C. 351-359; 30 U.S.C. 1001-1025; 42 U.S.C. 6508

PRINCIPAL PURPOSE: The information is to be used to process your bid.

ROUTINE USES: (1) The adjudication of the bidder's right to the resources for which this bid is made. (2) Documentation for public information. (3) Transfer to appropriate Federal agencies when comment or concurrence is required prior to granting a right in public lands or resources. (4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION: Disclosure of the information is voluntary. If all the information is not provided, your bid may be rejected.

The Paperwork Reduction Act of 1995 (44 U.S.C. 3501 et seq.) requires us to inform you that:

This information is being collected in accordance with 43 CFR 3120, 43 CFR 3130, or 43 CFR 3220.

This information will be used to determine the bidder submitting the highest bid.

Response to this request is required to obtain a benefit.

BLM would like you to know that you do not have to respond to this or any other Federal agency-sponsored information collection unless it displays a currently valid OMB control number.

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 2 hours per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (1004-0074), Bureau Clearance Officer (WO-630), 1620 L Street, Mail Stop 401LS, Washington, D.C. 20036

LEASE NOTICE NO. 1

Under Regulation 43 CFR 3101.1-2 and terms of the lease (BLM Form 3100-11), the authorized officer may require reasonable measures to minimize adverse impacts to other resource values, land uses, and users not addressed in lease stipulations at the time operations are proposed. Such reasonable measures may include, but are not limited to, modification of siting or design of facilities, timing of operations, and specification of interim and final reclamation measures, which may require relocating proposed operations up to 200 meters, but not off the leasehold, and prohibiting surface disturbance activities for up to 60 days.

The lands within this lease may include areas not specifically addressed by lease stipulations that may contain special values, may be needed for special purposes, or may require special attention to prevent damage to surface and/or other resources. Possible special areas are identified below. Any surface use or occupancy within such special areas will be strictly controlled or, if absolutely necessary, prohibited. Appropriate modifications to imposed restrictions will be made for the maintenance and operation of producing wells.

1. Slopes in excess of 25 percent.
2. Within 500 feet of surface water and/or riparian areas.
3. Construction with frozen material or during periods when the soil material is saturated or when watershed damage is likely to occur.
4. Within 500 feet of Interstate highways and 200 feet of other existing rights-of-way (i.e., U.S. and State highways, roads, railroads, pipelines, powerlines).
5. Within 1/4 mile of occupied dwellings.
6. Material sites.

GUIDANCE:

The intent of this notice is to inform interested parties (potential lessees, permittees, operators) that when one or more of the above conditions exist, surface disturbing activities will be prohibited unless or until the permittee or the designated representative and the surface management agency (SMA) arrive at an acceptable plan for mitigation of anticipated impacts. This negotiation will occur prior to development and become a condition for approval when authorizing the action.

Specific threshold criteria (e.g., 500 feet from water) have been established based upon the best information available. However, geographical areas and time periods of concern must be delineated at the field level (i.e., "surface water and/or riparian areas" may include both intermittent and ephemeral water sources or may be limited to perennial surface water).

The referenced oil and gas leases on these lands are hereby made subject to the stipulation that the exploration or drilling activities will not interfere materially with the use of the area as a materials site/free use permit. At the time operations on the above lands are commenced, notification will be made to the appropriate agency. The name of the appropriate agency may be obtained from the proper BLM Field Office.

THIS NOTICE APPLIES TO ALL PARCELS

LEASE NOTICE NO. 2

BACKGROUND:

The Bureau of Land Management (BLM), by including National Historic Trails within its National Landscape Conservation System, has recognized these trails as national treasures. Our responsibility is to review our strategy for management, protection, and preservation of these trails. The National Historic Trails in Wyoming, which include the Oregon, California, Mormon Pioneer, and Pony Express Trails, as well as the Nez Perce Trail, were designated by Congress through the National Trails System Act (P.L. 90-543; 16 U.S.C. 1241-1251) as amended through P.L. 106-509 dated November 13, 2000. Protection of the National Historic Trails is normally considered under the National Historic Preservation Act (P.L. 89-665; 16 U.S.C. 470 et seq.) as amended through 1992 and the National Trails System Act. Additionally, Executive Order 13195, "Trails for America in the 21st Century," signed January 18, 2001, states in Section 1: "Federal agencies will...protect, connect, promote, and assist trails of all types throughout the United States. This will be accomplished by: (b) Protecting the trail corridors associated with national scenic trails and the high priority potential sites and segments of national historic trails to the degrees necessary to ensure that the values for which each trail was established remain intact." Therefore, the BLM will be considering all impacts and intrusions to the National Historic Trails, their associated historic landscapes, and all associated features, such as trail traces, grave sites, historic encampments, inscriptions, natural features frequently commented on by emigrants in journals, letters and diaries, or any other feature contributing to the historic significance of the trails. Additional National Historic Trails will likely be designated amending the National Trails System Act. When these amendments occur, this notice will apply to those newly designated National Historic Trails as well.

STRATEGY:

The BLM will proceed in this objective by conducting a viewshed analysis on either side of the designated centerline of the National Historic Trails in Wyoming, except, at this time, for the Nez Perce Trail, for the purpose of identifying and evaluating potential impacts to the trails, their associated historic landscapes, and their associated historic features. Subject to the viewshed analysis and archaeological inventory, reasonable mitigation measures may be applied. These may include, but are not limited to, modification of siting or design of facilities to camouflage or otherwise hide the proposed operations within the viewshed. Additionally, specification of interim and final reclamation measures may require relocating the proposed operations within the leasehold. Surface disturbing activities will be analyzed in accordance with the National Environmental Policy Act of 1969 (P.L. 91-190; 42 U.S.C. 4321-4347) as amended through P.L. 94-52, July 3, 1975 and P.L. 94-83, August 9, 1975, and the National Historic Preservation Act, *supra*, to determine if any design, siting, timing, or reclamation requirements are necessary. This strategy is necessary until the BLM determines that, based on the results of the completed viewshed analysis and archaeological inventory, the existing land use plans (Resource Management Plans) have to be amended.

The use of this lease notice is a predecisional action, necessary until final decisions regarding surface disturbing restrictions are made. Final decisions regarding surface disturbing restrictions will take place with full public disclosure and public involvement over the next several years if BLM determines that it is necessary to amend existing land use plans.

GUIDANCE:

The intent of this notice is to inform interested parties (potential lessees, permittees, operators) that when any oil and gas lease contains remnants of National Historic Trails, or is located within the viewshed of a National Historic Trails' designated centerline, surface disturbing activities will require the lessee, permittee, operator or, their designated representative, and the surface management agency (SMA) to arrive at an acceptable plan for mitigation of anticipated impacts. This negotiation will occur prior to development and become a condition for approval when authorizing the action.

THIS NOTICE APPLIES TO ALL PARCELS

LEASE NOTICE NO. 3

Greater Sage-Grouse Habitat: The lease may in part, or in total, contain important Greater sage-grouse habitats as identified by the BLM, either currently or prospectively. The operator may be required to implement specific measures to reduce impacts of oil and gas operations on the Greater sage-grouse populations and habitat quality. Such measures shall be developed during the Application for Permit to Drill (APD) on-site and environmental review process and will be consistent with the lease rights granted.

THIS NOTICE APPLIES TO ALL PARCELS

ATTACHMENT TO EACH LEASE

NOTICE TO LESSEE

Provisions of the Mineral Leasing Act (MLA) of 1920, as amended by the Federal Coal Leasing Amendments Act of 1976, affect an entity's qualifications to obtain an oil and gas lease. Section 2(a)(2)(A) of the MLA, 30 U.S.C. 201 (a)(2)(A), requires that any entity that holds and has held a Federal coal lease for 10 years beginning on or after August 4, 1976, and who is not producing coal in commercial quantities from each such lease, cannot qualify for the issuance of any other lease granted under the MLA. Compliance by coal lessees with Section 2(a)(2)(A) is explained in 43 CFR 3472.

In accordance with the terms of this oil and gas lease, with respect to compliance by the initial lessee with qualifications concerning Federal coal lease holdings, all assignees and transferees are hereby notified that this oil and gas lease is subject to cancellation if: (1) the initial lessee as assignor or as transferor has falsely certified compliance with Section 2(a)(2)(A), or (2) because of a denial or disapproval by a State Office of a pending coal action, i.e., arms-length assignment, relinquishment, or logical mining unit, the initial lessee as assignor or as transferor is no longer in compliance with Section 2(a)(2)(A). The assignee, sublessee or transferee does not qualify as a bona fide purchaser and, thus, has no rights to bona fide purchaser protection in the event of cancellation of this lease due to noncompliance with Section 2(a)(2)(A).

Information regarding assignor, sublessor or transferor compliance with Section 2(a)(2)(A) is contained in the lease case file as well as in other Bureau of Land Management records available through the State Office issuing this lease.

LEASE STIPULATION NO. 1

This lease may be found to contain historic properties and/or resources protected under the National Historic Preservation Act (NHPA), American Indian Religious Freedom Act, Native American Graves Protection and Repatriation Act, Executive Order 13007, or other statutes and executive orders. The BLM will not approve any ground disturbing activities that may affect any such properties or resources until it completes its obligations (e.g., State Historic Preservation Officer (SHPO) and tribal consultation) under applicable requirements of the NHPA and other authorities. The BLM may require modification to exploration or development proposals to protect such properties, or disapprove any activity that is likely to result in adverse effects that cannot be successfully avoided, minimized or mitigated.

THIS STIPULATION APPLIES TO ALL PARCELS

LEASE STIPULATION NO. 2

ENDANGERED SPECIES ACT SECTION 7 CONSULTATION STIPULATION

The lease area may now or hereafter contain plants, animals, or their habitats determined to be threatened, endangered, or other special status species. BLM may recommend modifications to exploration and development proposals to further its conservation and management objective to avoid BLM-approved activity that will contribute to a need to list such a species or their habitat. The BLM may require modifications to or disapprove proposed activity that is likely to result in jeopardy to the continued existence of a proposed or listed threatened or endangered species or result in the destruction or adverse modification of a designated or proposed critical habitat. The BLM will not approve any ground-disturbing activity that may affect any such species or critical habitat until it completes its obligations under applicable requirements of the Endangered Species Act as amended, 16 U.S.C. § 1531 *et seq.*, including completion of any required procedure for conference or consultation.

THIS STIPULATION APPLIES TO ALL PARCELS

LEASE STIPULATION NO. 3

MULTIPLE MINERAL DEVELOPMENT STIPULATION

Operations will not be approved which, in the opinion of the authorized officer, would unreasonably interfere with the orderly development and/or production from a valid existing mineral lease issued prior to this one for the same lands.

THIS STIPULATION APPLIES TO ALL PARCELS

NO SURFACE OCCUPANCY STIPULATION - NSO

No surface occupancy or use is allowed on the lands described below
(legal subdivision or other description).

NSO (1)

For the purpose of:

NSO (2)

Any changes to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes. (For guidance on the use of this stipulation, see BLM Manual 1624 and 3101 or FS Manual 1950 and 2820.)

TIMING LIMITATION STIPULATION - TLS

No surface use is allowed during the following time period(s). This stipulation does not apply to operation and maintenance of production facilities.

TLS (1)

On the lands described below:

TLS (2)

For the purpose of (reasons):

TLS (3)

Any changes to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes. (For guidance on the use of this stipulation, see BLM Manual 1624 and 3101 or FS Manual 1950 and 2820.)

CONTROLLED SURFACE USE STIPULATION - CSU

Surface occupancy or use is subject to the following special operating constraints.

CSU (1)

On the lands described below:

CSU (2)

For the purpose of:

CSU (3)

Any changes to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes. (For guidance on the use of this stipulation, see BLM Manual 1624 and 3101 or FS Manual 1950 and 2820.)