

**Determination of NEPA Adequacy (DNA)  
U.S. Department of the Interior  
Bureau of Land Management  
Spokane District**

**Documentation of Land Use Plan Conformance and NEPA Adequacy (DNA)  
For June 12, 2008, Oil and Gas Lease Auction Parcels  
DNA Number OR-130-08-DNA-003**

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OFFICE: Spokane District

TRACKING NUMBER: OR-130-08-DNA-003

CASEFILE/PROJECT NUMBER: 3120

PROPOSED ACTION TITLE/TYPE: June 12, 2008, Oil and Gas Lease Auction Parcels

LOCATION/LEGAL DESCRIPTION: See attached list.

APPLICANT (if any): None

**Proposed Action Title/Type:** June 12, 2008, Oil and Gas Lease Sale/Issuance of oil and gas leases through competitive leasing.

**Location of Proposed Action:** Parcels are identified by parcel number and legal description (see June 12, 2008, parcel list attached to this DNA).

**Description of the Proposed Action:** The proposed action is to offer 6 parcels (see attached parcel list) for competitive sale/issuance of oil and gas leases. These lease parcels are located in the State of Washington within the Wenatchee Resource Area (Grant & Kittitas Counties) and the Border Resource Area (Benton County). Some parcels would be subject to lease stipulations (see attached list), to protect important resource values. Development of leased parcels, once leases are issued, would be a separate action, addressed in a separate NEPA analysis/document.

**B. Land Use Plan (LUP) Conformance**

**LUP Name:** Proposed Spokane Resource Management Plan Amendment/EIS (dated June 1992) and Record of Decision (approved December 1992)

- X The proposed action is in conformance with the applicable LUPs because it is specifically provided for in the Spokane Resource Management Plan and Plan Amendment decisions.  
(1992 RMP, Pages 6, 7, 17-20, 30, 31, 34-40, and 55-166)

- The proposed action is in conformance with the LUP, even though it is not specifically provided for, because it is clearly consistent with the following LUP decisions (objectives, terms, and conditions).

**C. Identify applicable NEPA documents and other related documents that cover the proposed action.**

Proposed Spokane Resource Management Plan Amendment/Final Environmental Impact Statement (June 22, 1992)

Also, the following databases were utilized in the stipulation review:

- State of Washington-Department of Fish & Wildlife Priority Habitat and Species Database (2008).
- State of Washington-Department of Natural Resources-Washington Natural Heritage Plant Database (2008).
- State of Washington-Office of Archaeology and Historical Preservation Site Database (2008)

**D. NEPA Adequacy Criteria**

**1. Is the current proposed action a feature of, or essentially similar to, an alternative analyzed in the existing NEPA document(s)? Is the project within the same analysis area, or if the project location is different, are the geographic and resource conditions sufficiently similar to those analyzed in the existing NEPA document(s)? If there are differences, can you explain why they are not substantial?**

Oil and gas leasing, exploration and development were the proposed action analyzed in the RMP Amendment EIS.

**2. Is the range of alternatives analyzed in the existing NEPA document(s) appropriate with respect to the current proposed action, given current environmental concerns, interests, resource values?**

Yes. Current review indicates that the range of alternatives is adequate.

**3. Is the existing analysis valid in light of any new information or circumstances (such as rangeland health standard assessment, recent endangered species listings, updated lists of BLM-sensitive species)? Can you reasonably conclude that new information and new circumstances would not substantially change the analysis of the proposed action?**

Yes. There is no new information which would invalidate the existing analysis.

**4. Are the direct, indirect, and cumulative effects that would result from implementation**



**June 12, 2008 Oil and Gas Lease Sale Parcels**

**WASHINGTON – Public Domain**

**PARCEL NUMBER 6-12-08-1**

T. 17 N., R. 23 E.,  
Sec. 04, SWSW;  
Sec. 08, Lot 4, E2, NENW;  
Sec. 24, SESW;  
Sec. 28, Lots 1-2, E2, E2W2;  
Sec. 34, S2SE, W2NE, W2.

Grant County 1,513.65 acres.  
(Subject to Pre-Sale offer WAOR 64800)

**PARCEL NUMBER 6-12-08-2**

T. 17 N., R. 23 E.,  
Sec. 06, Lots 2, 3, 6, 7;  
Sec. 18, Lots 1-4, 6, 7, W2E2, E2W2;  
Sec. 30, Lots 1-4, E2W2.

Kittitas County 979.34 acres.  
(Subject to Pre-Sale offer WAOR 64800)

**PARCEL NUMBER 6-12-08-3**

T. 9 N., R. 26 E.,  
Sec. 10, Lot 5;  
Sec. 14, SW;  
Sec. 22, N2, N2SW, SWSW, NESE;  
Sec. 24, N2, W2SW, SESW, SWSE;  
Sec. 25, Tract No. 39 containing 386.53 acres.

Benton County 1,386.13 acres  
(Subject to Pre-Sale offer WAOR 64801)

**PARCEL NUMBER 6-12-08-4**

T. 8 N., R. 27 E.,  
Sec. 12, SENE, N2NE, NW;

T. 9 N., R. 27 E.,  
Sec. 22, SW;  
Sec. 34, E2, E2W2, SWNW.

Benton County 960.00 acres  
(Subject to Pre-Sale offer WAOR 64802)

*Lease Parcels for June 12, 2008, Oil & Gas Lease Auction - Washington*

PARCEL NUMBER 6-12-08-5

T. 9 N., R. 27 E.,

- Sec 28, N2;
- Sec. 29, Portion South of The Kid Canal;
- Sec. 30, Lots 1-4, E2, E2W2;
- Sec. 32, E2, NW;
- Sec. 33, SENW, W2NW, SW.

Benton County 1,937.04 acres  
(Subject to Pre-Sale offer WAOR 64802)

**WASHINGTON – Acquired**

PARCEL NUMBER 6-12-08-6

T. 17 N., R. 23 E.,

- Sec. 14, S2;
- Sec. 24, W2NE, NW, N2SW, SWSW, SE;
- Sec. 25, NE, W2SE;
- Sec. 26, SESE, E2NESE, S2SWNESE;
- Sec. 35, All .

Grant County 1,790.00 acres  
(Subject to Pre-Sale offer WAOR 64799)

**STIPULATION NO. 1 – NO SURFACE OCCUPANCY (NSO)**

No surface occupancy or use is allowed on the lands below: (description)

For the purpose of: (purpose)

<u>PARCEL</u>	<u>DESCRIPTION</u>	<u>PURPOSE</u>
6-12-08-3	Sec. 22, N2, N2SW, SWSW, NESE	Protect Special Status Plant Species <sup>+</sup>
	Sec. 24, NW, W2SW, SESW, SWSE	Protect Special Status Plant Species <sup>+</sup>
	Sec. 25, Tract No. 39 containing 386.53 acres	Protect Special Status Plant Species <sup>+</sup>
6-12-08-6	Sec. 26, SESE	Protect Shrub Steppe Community Natural Area*

Any changes to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes. (Proposed Spokane Resource Management Plan Amendment Final Environmental Impact Statement, pages 89-92)

+ Waivers, Exceptions, and Modifications may be allowed by BLM. See pages 90-91 of the BLM Spokane Resource Management Plan (RMP) Final Environmental Impact Statement (FEIS) (December 17, 1992).

\*Waivers, Exceptions, and Modifications may be allowed in conjunction with the Bureau of Reclamation. Timing limitations may exceed 60 days per year. Controlled surface use (CSU) may strictly effect operations due to special values or resource concerns. For more details on the “Timing Limitations” and Controlled Surface Use” stipulations in this section see pages 118-119 of the BLM Spokane Resource Management Plan (RMP) Final Environmental Impact Statement (FEIS) (December 17, 1992).

**STIPULATION NO. 2 – TIMING LIMITATION**

**Wildlife – Crucial Winter Habitat**

Seasonal restrictions on oil and gas operations from October 15 through April 1 within crucial winter habitat for ungulate species.

**Raptor Nests (hawks, falcons, eagles)**

Seasonal prohibition on oil and gas operations from January 1 to August 15, within 800 meters of raptor nests to protect raptor species of concern during nesting. Includes Burrowing Owls.

<u>PARCEL NO.</u>	<u>DESCRIPTION</u>	<u>PURPOSE</u>
6-12-08-1	Sec. 34, W2 Sec. 30, Lots 1-4, E2W2 Sec. 14, SW	Raptor Nests, Wildlife-Critical Winter Habitat Wildlife-Critical Winter Habitat Raptor Nests
6-12-08-2	Sec. 22, N2, N2SW, SWSW, NESE	Raptor Nests
6-12-08-3	Sec. 24, NW, W2SW, SESW, SWSE Sec. 25, Tract No. 39 containing 386.53 acres Sec. 12, SENE, N2NE, NW Sec. 34, E2, E2W2, SWNW	Raptor Nests Raptor Nests Raptor Nests Raptor Nests
6-12-08-4	Sec. 28, N2 Sec. 29, Portion South of the KID Canal	Raptor Nests Raptor Nests
6-12-08-5	Sec. 30, Lots 1-4, E2, E2W2 Sec. 32, E2, NW Sec. 33, SENW, W2NW, SW	Raptor Nests Raptor Nests Raptor Nests

**STIPULATION NO. 3 – CONTROLLED SURFACE USE**

**Botanical**

All surface disturbing activities are limited to existing roads, until a botanical field inventory of the proposed area of disturbance has been completed. This field survey must be completed during the appropriate season (April 15 through May 31) for the identification of special status plants. If special status species or plant community values are found, the Authorized Officer may determine not to allow activities if they adversely affect the botanical resources.

**Visual Resource**

Surface occupancy or use is subject to the following special operating constraints: All operations and surface disturbance must conform to Visual Resource Management guidelines: Badger Slope (Class 2).

<u>PARCEL NO.</u>	<u>DESCRIPTION</u>	<u>PURPOSE</u>
6-12-08-1	Sec. 4, SWSW	Botanical
	Sec. 8, Lot 4	Botanical
	Sec. 34, W2NE, W2	Botanical
	Sec. 14, SW	Botanical, Visual Resource
	Sec. 22, N2, N2SW, SWSW, NESE	Visual Resource
6-12-08-3	Sec. 24, NW, W2SW, SESW, SWSE	Visual Resource
	Sec. 25, Tract No. 39 containing 386.53 acres	Visual Resource
	Sec. 12, SENE, N2NE, NW	Botanical
6-12-08-4	Sec. 34, E2, E2W2, SWNW	Botanical
	Sec. 28, N2	Visual Resource
	Sec. 29, Portion South of KID Canal	Botanical, Visual Resource
6-12-08-5	Sec. 30, Lots 1-4, E2, E2W2	Botanical, Visual Resource
	Sec. 32, E2	Botanical, Visual Resource
	Sec. 32, NW	Botanical
	Sec. 33, SENW, W2NW, SW	Botanical, Visual Resource

Any changes to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes. (Proposed Spokane Resource Management Plan Amendment Final Environmental Impact Statement, pages 89-92).

**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. 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. 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.

**APPLIES TO ALL PARCELS**

**ADMINISTRATIVE STIPULATION-USBR LEASE STIPULATIONS**

UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

**LEASE STIPULATIONS - BUREAU OF RECLAMATION**

Note: This form and language is substituted by the U.S. Bureau of Reclamation in lieu of BLM Form 3109-1 as stipulated in BLM's 1992 Resource Management Plan, pages 119-121.

<p>All lands covered by this lease within the area of any Government Reclamation project, or in proximity thereto, the lessee shall take such precautions as required by the Secretary to prevent any injury to the lands susceptible to irrigation under such project or to the water supply thereof, PROVIDED, that drilling is prohibited on any constructed works or rights-of-way of the Bureau of Reclamation, and PROVIDED FURTHER, that there is reserved to the lessor, its successors and assigns, the superior and prior right at all times to construct, operate, and maintain dams, dikes, reservoirs, canals, wasteways, laterals, ditches, telephone and telegraph lines, electric transmission lines, roadways, appurtenant irrigation structures, and Reclamation works, in which construction, operation, and maintenance, the lessor, its successors and assigns, shall have the right to use any and all of the lands herein described without making compensation therefore, and shall not be responsible for any damage from the presence of water thereon or on account of ordinary, extraordinary, unexpected, or unprecedented floods. That nothing shall be done under this lease to increase the cost of, or interfere in any manner with the construction, operation, and maintenance of such works. It is agreed by the lessee that, if the construction of any or all of said dams, dikes, reservoirs, canals, wasteways, laterals, ditches, telephone or telegraph lines, electrical transmission lines, roadways, appurtenant irrigation structures or Reclamation works across, over, or upon said land should be made more expensive by reason of the existence of the improvements and workings of the lessee thereon, said additional expense is to be estimated by the Secretary of the Interior, whose estimate is to be final and binding upon the parties hereto, and that within thirty (30) days after demand is made upon the lessee for payment of any such sums, the lessee will make payment thereof to the United States, or its successors, constructing such dams, dikes, reservoirs, canals, wasteways, laterals, ditches, telephone and telegraph lines, electrical transmission lines, roadways, appurtenant irrigation structures, or Reclamation works, across, over, or upon said lands; PROVIDED, HOWEVER, that subject to advance written approval by the United States, the location and course of any improvements or works and appurtenances may be changed by the lessee; PROVIDED, FURTHER, that the reservations, agreements, and conditions contained in the within lease shall be and remain applicable notwithstanding</p>	<p>any change in the location or course of said improvements or works of the lessee. The lessee further agrees that the United States, its officers, agents, and employees, and its successors and assigns shall not be held liable for any damage to the improvements or workings of the lessee resulting from the construction, operation, and maintenance of any of the works hereinafter enumerated. Nothing in this paragraph shall be construed as in any manner limiting other reservations in favor of the United States contained in this lease.</p> <p>THE LESSEE FURTHER AGREES that there is reserved to the lessor, its successors and assigns, the prior right to use any of the lands herein leased, to construct, operate, and maintain dams, dikes, reservoirs, canals, wasteways, laterals, ditches, telephone and telegraph lines, electric transmission lines, roadways, or appurtenant irrigation structures, and also the right to remove construction material there from, without any payment made by the lessor or its successors for such right, with the agreement on the part of the lessee that if the construction of any or all of such dams, dikes, reservoirs, canals, wasteways, laterals, ditches, telephone and telegraph lines, electric transmission lines, roadways, or appurtenant irrigation structures across, over, or upon said lands or the removal of construction materials there from, would be made more expensive by reason of the existence of improvements or workings of the lessee thereon, such additional expense is to be estimated by the Secretary of the Interior, whose estimate is to be final and binding upon the parties hereto, and that with thirty (30) days after demand is made upon the lessee for payment of any such sums, the lessee will make payment thereof to the United States or its successors constructing such dams, dikes, reservoirs, canals, wasteways, laterals, ditches, telephone and telegraph lines, electric transmission lines, roadways, or appurtenant irrigation structures across, over, or upon said lands or removing construction materials there from. The lessee further agrees that the lessor, its officers, agents, shall not be held liable for any damage to the improvements or workings of the lessee resulting from the construction, operation, and maintenance of any of the works herein above enumerated. Nothing contained in this paragraph shall be construed as in any manner limiting other reservations in favor of the lessor contained in this lease.</p>
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Applies to Parcel 6-12-08-6

**LEASE NOTICES:**

**Cultural Resource**

Parcels in this Oil and Gas Lease Auction may 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, E.O. 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 under applicable requirements of the NHPA and other authorities. The BLM may require modification to exploration or development proposal to protect such properties, or disapprove any activity that is likely to result in adverse effects that cannot be successfully avoided, minimized or mitigated.

**APPLIES TO ALL PARCELS**