



United States Department of the Interior
Bureau of Land Management
Eastern States
7450 Boston Boulevard
Springfield, Virginia 22153
<http://www.es.blm.gov>



March 11, 2008

NOTICE OF COMPETITIVE LEASE SALE OIL AND GAS

In accordance with 43 CFR Part 3120, the Eastern States Office is offering for competitive oil and gas lease sale, certain Federal lands in Arkansas (ES-001 thru ES-022), Louisiana (ES-023 thru ES-027), Michigan (ES-028 thru ES-059) and West Virginia (ES-060 thru ES-063).

This notice provides:

- the time and place of the sale;
- how to register and participate in the bidding process,
- the sale process;
- 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 to our offering the lands in this Notice.

When and where will the sale take place?

When: The competitive oral auction will begin at **10:00 a.m. on April 24, 2008.**
The sale room will open at 9:00 a.m. to allow you to register and obtain your bid number.

Where: The sale will be held at the Bureau of Land Management, Eastern States Office, 7450 Boston Boulevard, Springfield, VA 22153. Parking is available.

Access: The sale room is accessible to persons with disabilities. If assistance is needed for the hearing or visually impaired, contact the Minerals Adjudication Team on (703) 440-1727, or at the mailing address on the letterhead of this notice by April 3, 2008.

How do I participate in the bidding process?

To participate in the bidding process, you must register to obtain a bid number. We will begin registering bidders at 9:00 a.m. on the day of the sale. Bidders must register in order to bid on a parcel.

What is the sale process?

Starting at 10:00 a.m. on the day of the sale:

- the auctioneer will offer the parcels in the order they are shown in the attached notice;
- all bids are on a per-acre basis, rounded up to whole acres, for the entire acreage in the parcel;
- the winning bid is the highest oral bid equal to or exceeding the minimum acceptable bid; and
- the decision of the auctioneer is final.

The minimum acceptable bid is \$2 per acre or fraction thereof. If a parcel contains fractional acreage, round it up to the next whole acre. For example, a parcel of 100.501 acres requires a minimum bid of \$202 (\$2 x 101 acres). After all parcels have been offered, you may ask the auctioneer to re-offer any unsold parcel.

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, we will post a notice in Eastern States' Public Room. You may also get the number(s) of withdrawn parcels by contacting the Minerals Adjudication Team on (703) 440-1727. If we cancel the sale, we will try to notify all interested parties in advance.
- **Payment due:** You cannot withdraw a bid. Your bid is a legally binding commitment to sign the bid form; accept the lease; and pay all monies due. For each parcel you win, the **money due on the day of the sale** is the total of the bonus bid deposit (at least \$2 per acre), the first year's rent (\$1.50 per acre), and the administrative fee (\$140). **Any unpaid balance of the bonus bid must be submitted to the BLM-Eastern States Office by 4:30 p.m., May 8, 2008**, which is the tenth working day following the sale. If you do not pay the balance due by this date, you forfeit the right to the lease and all money paid on the day of the sale. If you forfeit a parcel, we may offer it at a later sale.
- **Form of payment:** You can pay by personal check, certified check, money order, or credit card (Visa, MasterCard, American Express, and Discover cards only). 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 \$100,000.** We also will not accept aggregated smaller amounts to bypass this requirement. If you pay by check, please make checks payable to: **Department of the Interior - BLM.** We cannot accept cash. If a check you have sent to us in the past has been returned for insufficient funds. The minimum acceptable bid is \$2 per acre or fraction thereof. If the parcel has fractional acreage, round it up to the next whole acre. For example, a parcel of 100.50 acres requires a minimum bid of \$202.00 (\$2 x 101 acres). After the auctioneer has offered all parcels, you may request that any unsold parcel be re-offered.

What are the terms and conditions of a lease issued as a result of this sale?

- **Term of the lease:** A lease is issued for a primary term of 10 years. It continues beyond that if it has production in paying quantities. We charge a royalty of 12.5 percent of the value of oil or gas removed or sold from a lease. You will find other lease terms on our standard lease form (Form 3100-11, July 2006).
- **Stipulations:** Some parcels are subject to surface use stipulations. They are requirements or restrictions on how you conduct operations. These stipulations are included in the parcel descriptions on the attached list. They become part of the lease and supersede any inconsistent provisions in the lease form.

What are the terms of the sale?

- **Withdrawal:** We reserve the right to withdraw any or all parcels from the sale before the auction begins. If we withdraw any parcels, we will post a notice in the Public Room at the Eastern States Office. You may also get the numbers of withdrawn parcels by contacting the Minerals Adjudication Team on (703) 440-1727. If we cancel the sale, we will try to notify all interested parties in advance.
- **Payment:** You cannot withdraw your bid; it is a legally binding commitment to sign the lease bid form; accept the lease; and pay on the day of the auction the bonus bid, the first year's rent, and an administrative fee. The bonus bid is a deposit of at least \$2.00 per acre or fraction thereof. The first year's rent is \$1.50 per acre or fraction thereof. The administrative fee is \$140 per parcel. You must pay minimum bonus, first year's rental and administrative fee by 4:30 p.m., at the Eastern States' Accounting Office. You may pay the entire amount of your bid on the day of the auction, but if you do not, **you must pay the balance by**
- **May 8, 2008**, which is the 10th working day following the auction. If you do not pay in full by this date, you forfeit the right to the lease and all money you have paid us. If you forfeit a parcel, we may offer it for sale at a later auction.
- **Form of payment:** You can pay by personal check, certified check, money order, or credit card (VISA, MASTERCARD, AMERICAN EXPRESS, or

DISCOVER). Make a check payable to: **Department of the Interior–BLM**. We don't accept cash. If a check you have sent us in the past has been returned for insufficient funds, we will require that you give us a guaranteed payment, such as a certified check. **Effective February 1, 2005, BLM will not accept credit card or debit card payments to the Bureau for any amount equal to or greater than \$100,000 for any purpose. We also will not accept aggregate smaller amounts to bypass this requirement. We encourage you to make any payments of \$100,000 or more by Automated Clearing House (ACH) or Fed Wire Transfer.**

- **Bid form:** Successful bidders must submit a signed competitive lease bid form (Form 3000-2, January 2007) with their payment on the day of the auction. This form is a legally binding offer by a prospective lessee to accept a lease and all applicable terms and conditions. We recommend you get the form and complete part of it before the auction, leaving part to be filled out at the auction. Your completed bid form certifies that you are qualified to be a lessee under our regulations at 43 CFR Part 12 and Subpart 3102.5-2. It also certifies that you comply with 18 U.S.C. 1860, a law prohibiting unlawful combinations, intimidation of or collusion among bidders.
- **Issuance of a lease:** We (the BLM) will issue your lease within 60 days of the sale date by signing the lease form provided you have paid your fees and rent. The effective date of a lease is the first day of the month following the month in which we sign the lease. We can make it effective the first day of the month in which we sign it, if we receive your written request before we sign the lease.

How do I file a noncompetitive pre-sale offer?

Under our regulations at 43 CFR 3110.1(a), you can file a noncompetitive pre-sale offer for lands that –

- are available,
- have not been under lease during the previous one-year period; or
- have not been included in a competitive lease sale within the previous two-year period.

If no bid is received on them, your pre-sale offer gives you priority over any offer filed after the auction. In the list of parcels attached to this notice, we have used an asterisk to mark any parcel that has a pending pre-sale offer. By filing a pre-sale offer, you are consenting to all terms and conditions of the lease, including any stipulations for listed on the attachment to this notice.

To file a pre-sale offer, you must send us --:

- A standard lease form (Form 3100-11, July 2006), which is properly filled out, as required by the regulations under 43 CFR 3110;
- the first year's advance rent in the amount of Rental \$1.50 per acre or fraction thereof; and

- a nonrefundable administrative fee in the amount of \$360.00.

NOTE: You cannot file a pre-sale offer for any lands included in the parcel list attached to this notice.

How do I file a noncompetitive offer after the auction?

You may be able to get a noncompetitive lease for a parcel we offered if –

- we did not withdraw it from the sale;
- it did not receive a bid; and
- it does not have a noncompetitive pre-sale offer pending.

Parcels that meet all these criteria are available on a first-come, first-served basis for two years from the date of the auction. If you want to file a noncompetitive offer for an unsold parcel immediately after the sale or on the next business day, give us the items listed above under pre-sale offers in a sealed envelope marked “Noncompetitive Offer.” We consider all noncompetitive offers that we receive on the day of the sale and the first business day after the sale as filed at the same time (simultaneously). Where an unsold parcel receives more than one simultaneous filing, we will hold a public drawing to determine who will get the lease.

Can I protest BLM’s decision to offer the lands 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 close of business on the 15th calendar day prior to the date of the sale. If our office is not open on the 15th 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.
- You may file a protest either by mail in hardcopy form or by fax. You may not file a protest by electronic mail. A protest filed by fax must be sent to (703) 440-1551. 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.

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.

Can 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.

Can 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.

Where can I get copies of BLM forms?

Form 3100-11, Offer to Lease and Lease for Oil and Gas and Form 3000-2 Competitive Oil and Gas or Geothermal Resources Lease Bid are included with this package. Electronic versions of these forms (PDF format) are available upon request. You may contact Ms. Cindy Kahn at (703) 440-1727 to request that they be e-mailed to you.

When is the next sale scheduled?

The next sale is tentatively scheduled for June 19, 2008.

Who should I contact if I have questions?

For more information, contact the Minerals Adjudication Team on (703) 440-1727.

/s/ Sherlena Clark
Land Law Examiner
Division of Natural Resources

**PLEASE COMPLETE ONE FORM FOR EACH COMPANY AND/OR INDIVIDUAL
YOU ARE REPRESENTING AND BRING TO THE SALE LOCATION TO SPEED
PROCESSING OF REGISTRATION**

REGISTRATION FORM

BIDDER NO. _____
(Leave Blank)

NAME: _____

BUSINESS PHONE: _____

BUSINESS ADDRESS: _____

**THE LESSEE MUST BE QUALIFIED TO HOLD
A FEDERAL OIL AND GAS LEASE.**

SIGNATURE

DATE

A COPY OF THE LEASE AND ALL BILLING NOTICES WILL BE SENT TO THE
NAME AND ADDRESS OF THE LESSEE AS SHOWN ON FORM 3000-2 (BID
FORM).

HOTEL INFORMATION

Springfield Hilton
6550 Loisdale Court
Springfield, Virginia
(703) 971-8900

Holiday Inn
6401 Brandon Avenue
Springfield, Virginia
(703) 644-5555

Hampton Inn
6560 Loisdale Court
Springfield, Virginia
(703) 922-9000

Best Western
6721 Commerce Street
Springfield, Virginia
(703) 922-6100

Ramada Plaza Hotel
4641 Kenmore Avenue
Alexandria, Virginia
(703) 751-4510
Hotel shuttle to National Airport and Metro Subway

Directions to Bureau of Land Management – Eastern States:

From Washington, DC: take I-395 South through the Springfield Interchange to where I-395 becomes I-95. Continue on I-95 to Backlick/Fullerton Road Exit 167. At the light turn right onto Fullerton Road. At the third light, turn left onto Boston Boulevard (COSTCO to the left). Eastern States is approximately 0.3 miles on the right.

From Maryland: Take I-95/I-495, Capital Beltway's Inner Loop, across the Wilson Bridge to Alexandria, VA. Continue on I-95/I-495 to the I-395 Interchange; FOLLOW I-95, SOUTH, towards Richmond, VA. Take Exit 167, Backlick Road/Fullerton Road - the second exit south of the Beltway. At the FIRST Stoplight, Turn RIGHT onto Fullerton Road. At the THIRD Stoplight, Turn LEFT onto Boston Boulevard. Eastern States office (7450 Boston Boulevard) is about 0.3 miles on your right. Take either the sixth or seventh driveway to the right. Public parking is behind the building.

Traveling North I-95 in Virginia: Take I-95 NORTH, to Exit 166-B, Backlick Road/Fullerton Road, just past the fuel tank farm. Take Exit 167, to Fullerton Road - the second exit. At the FIRST Stoplight, Turn LEFT onto Fullerton Road. At the SECOND Stoplight, Turn LEFT onto Boston Boulevard. Eastern States office (7450 Boston Boulevard) is about 0.3 miles on your right. Take either the sixth or seventh driveway to the right. Public parking is behind the building.

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
PARCEL NUMBER		AMOUNT OF BID <i>(See Instructions below)</i>	
		TOTAL BID	PAYMENT SUBMITTED WITH BID
THE BID IS FOR <i>(Check one)</i> :			
<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 resource leases – 43 CFR 3250. *(See details concerning lease qualifications on next page.)*

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			Signature of Lessee or Bidder		

Address of Lessee					

City	State	Zip Code			

INSTRUCTIONS

INSTRUCTIONS FOR OIL AND GAS BID <i>(Except NPR-A)</i>	INSTRUCTIONS FOR GEOTHERMAL OR NPR -A OIL AND GAS BID
<ol style="list-style-type: none"> 1. Separate bid for each parcel is required. Identify parcel by the parcel number assigned in the <i>Notice of Competitive Lease Sale</i>. 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 (<i>signed</i>) 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. 	<ol style="list-style-type: none"> 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 (<i>Name of KGRA</i>) 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 <i>Notice of Competitive Lease Sale</i>. 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.

(Continued on page 2)

Form 3000-2 (November 2001)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0185
Expires: 6/30/2006

OFFER TO LEASE AND LEASE FOR OIL AND GAS

Serial Number _____

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 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), the Attorney General's Opinion of April 2, 1941 (40 Op. Atty. Gen. 41), or the Combined Hydrocarbon Leasing Act of 1981 (95 Stat 1070).

READ INSTRUCTIONS BEFORE COMPLETING

1. Name

Street _____

City, State, Zip _____

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 \$ _____

Total acres applied for _____

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 or nomination form submitted under 43 CFR 3120 and is subject to the provisions of that bid or nomination 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 _____

(Continued on page 2)

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.

OZARK NATIONAL FOREST - ARKANSAS

ES-001-04/08 ARES 55219 ACQ

Arkansas, Logan County, Ozark National Forest
T6N, R24W, 5th P.M. Meridian
Sec. 8, NE, S2NW, S2.
560.00 Acres
\$840.00 Rental
Subject to F.S. Controlled Surface Use Stipulation #1A

ES-002-04/08 ARES 55220 ACQ

Arkansas, Logan County, Ozark National Forest
T6N, R26W, 5th P.M. Meridian
Sec. 12, NENE, S2NE;
Sec. 13, E2, S2NW, SW.
736.87 Acres
\$1,105.50 Rental

ES-003-04/08 ARES 55221 ACQ

Arkansas, Logan County, Ozark National Forest
T7N, R24W, 5th P.M. Meridian
Sec. 25, All.
640.00 Acres
\$960.00 Rental

ES-004-04/08 ARES 55222 ACQ

Arkansas, Logan County, Ozark National Forest
T7N, R24W, 5th P.M. Meridian
Sec. 26, N2N2, S2NW, S2.
560.00 Acres
\$840.00 Rental
Subject to F.S. Controlled Surface Use Stipulation #1

ES-005-04/08 ARES 55223 ACQ

Arkansas, Logan County, Ozark National Forest
T7N, R24W, 5th P.M. Meridian
Sec. 27 All.
640.00 Acres
\$960.00 Rental
Subject to F.S. Controlled Surface Use Stipulation #1A

ES-006-04/08 ARES 55224 ACQ

Arkansas, Logan County, Ozark National Forest
T7N, R24W, 5th P.M. Meridian
Sec. 28, All.
640.00 Acres

\$960.00 Rental
Subject to F.S. Controlled Surface Use Stipulation #1A

ES-007-04/08 ARES 55225 ACQ

Arkansas, Logan County, Ozark National Forest
T7N, R24W, 5th P.M. Meridian
Sec. 29, E2, NW, N2SW, SESW.
600.00 Acres
\$900.00 Rental
Subject to F.S. Controlled Surface Use Stipulation #1A

ES-008-04/08 ARES 55226 ACQ

Arkansas, Logan County, Ozark National Forest
T7N, R24W, 5th P.M. Meridian
Sec. 31, E2NE, NWNE less 5.0 acres described as beginning at
the NW corner of said NWNE and run thence S 550 feet;
thence E 480 feet, thence N 566 feet; thence W 312 feet
to POB;
Sec. 32, N2, NWSE.
743.19 Acres
\$1,116.00 Rental
Subject to F.S. Controlled Surface Use Stipulation #1A

ES-009-04/08 ARES 55227 ACQ

Arkansas, Logan County, Ozark National Forest
T7N, R24W, 5th P.M. Meridian
Sec. 33, All.
640.00 Acres
\$960.00 Rental
Subject to F.S. Controlled Surface Use Stipulation #1A

ES-010-04/08 ARES 55228 ACQ

Arkansas, Logan County, Ozark National Forest
T7N, R24W, 5th P.M. Meridian
Sec. 34, N2, N2SW, SESW, SE.
600.00 Acres
\$900.00 Rental
Subject to F.S. Controlled Surface Use Stipulation #1A

ES-011-04/08 ARES 55229 ACQ

Arkansas, Logan County, Ozark National Forest
T7N, R24W, 5th P.M. Meridian
Sec. 35, All.
640.00 Acres
\$960.00 Rental
Subject to F.S. Controlled Surface Use Stipulation #1

ES-012-04/08 ARES 55230 ACQ

Arkansas, Logan County, Ozark National Forest

T7N, R25W, 5th P.M. Meridian

Sec. 19, S2SE;

Sec. 20, S2SW.

160.00 Acres

\$240.00 Rental

Subject to F.S. Controlled Surface Use Stipulation #1 and #1A

ES-013-04/08 ARES 55231 ACQ

Arkansas, Franklin County, Ozark National Forest

T11N, R26W, 5th P.M. Meridian

Sec. 1, All.

631.78 Acres

\$948.00 Rental

Subject to F.S. Controlled Surface Use Stipulation #1

T6N, R24W, Fifth PM (AR)

CONTROLLED SURFACE USE STIPULATION #1A

OZARK (AR)

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

Activities must be conducted in such a manner as to protect the Pine Woodland Management Areas.

On the acquired lands described below:

T6N, R24W, Fifth PM

Section 3: W2E2NE, W2NE, W2, W2SE, W2E2SE

Section 4: All

Section 5: E2SE, E2W2SE

Section 8: N2NENE

Section 9: NE, NENW, N2NWNW, NESENW, NENWSE, NESE

Section 10: N2NE, NWNW, SWNW, W2NWSW

For the purpose of:

Meeting the Forest Management Direction of Chapter 2, pages 30-31 of the Ozark-St. Francis National Forests Land & Resource Management Plan effective January 2006.

Any changes to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes.

T7N, R24W, Fifth PM (AR)

CONTROLLED SURFACE USE STIPULATION #1

OZARK (AR)

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

Activities must be conducted in such a manner as to protect the inherent ecological processes and functions of the associated aquatic, riparian, and upland components within riparian corridors.

On the acquired lands described below:

T7N, R24W, Fifth PM

Section 13: SWNW, NWSW
Section 14: SENESE, SESE
Section 23: NE, NWNE
Section 26: E2NENW, SWNWNE, NWSE, W2SWSE, S2SESW
Section 35: W2NW, E2NWSE, W2NESE, SWSE

For the purpose of:

Meeting the Forest Management Direction of Chapter 2, pages 30-31 of the Ozark-St. Francis National Forests Land & Resource Management Plan effective January 2006.

Any changes to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes.

T7N, R24W, Fifth PM (AR)

CONTROLLED SURFACE USE STIPULATION #1A

OZARK (AR)

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

Activities must be conducted in such a manner as to protect the Pine Woodland Management Areas.

On the acquired lands described below:

T7N, R24W, Fifth PM

Section 19: SWNESW, SENWSW, E2SWSW, SESW, S2SWSE, NWSWSE
Section 20: S2SWSE, NESWSE
Section 21: S2SW, S2NWSE, SWNESE, S2SE
Section 22: SWSW, W2SESW
Section 27: SWNE, W2, W2SE, W2E2SE
Section 28: ALL
Section 29: N2, N2SW, SESW, SE
Section 30: N2NE, SENE, NESE
Section 31: E2NE, E2NWNE
Section 32: N2, SE
Section 33: ALL
Section 34: W2E2NE, W2NE, W2, W2SE

For the purpose of:

Meeting the Forest Management Direction of Chapter 2, pages 30-31 of the Ozark-St. Francis National Forests Land & Resource Management Plan effective January 2006.

Any changes to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes.

T7N, R25W, Fifth PM (AR)

CONTROLLED SURFACE USE STIPULATION #1

OZARK (AR)

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

Activities must be conducted in such a manner as to protect the inherent ecological processes and functions of the associated aquatic, riparian, and upland components within riparian corridors.

On the acquired lands described below:

T7N, R25W, Fifth PM

Section 20: W2SWSW
Section 29: W2NWNW, NWSW, S2NESW, NESWSW, N2SESW, W2SWSE
Section 32: W2NWNW, NESWNE, W2SENE, NESE
Section 33: SWSW, SWSESW

For the purpose of:

Meeting the Forest Management Direction of Chapter 2, pages 30-31 of the Ozark-St. Francis National Forests Land & Resource Management Plan effective January 2006.

Any changes to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes.

T7N, R25W, Fifth PM (AR)

CONTROLLED SURFACE USE STIPULATION #1A

OZARK (AR)

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

Activities must be conducted in such a manner as to reduce visibility of the operation and meet scenic integrity objectives on lands adjacent to the Mt. Magazine Scenic Byway (Highway 309).

On the acquired lands described below:

T7N, R25W, Fifth PM

Section 20: E2SESW
Section 21: SESW, SWSE, S2SESE

Section 26: W2NWSW, SENWSW, S2SW
Section 27: SENE, E2SE
Section 28: NE, N2NW, N2SENW
Section 29: E2NENE
Section 34: NE, NESE, E2NWSE
Section 35: N2NW, W2NWSE, SWNW, W2SENW, SW

For the purpose of:

Meeting the Forest Management Direction of Chapter 2, pages 30-31 of the Ozark-St. Francis National Forests Land & Resource Management Plan effective January 2006.

Any changes to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes

T11N, R26W, Fifth PM (AR)

CONTROLLED SURFACE USE STIPULATION #1

OZARK (AR)

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

Activities must be conducted in such a manner as to protect the inherent ecological processes and functions of the associated aquatic, riparian, and upland components within riparian corridors.

On the acquired land described below:

T11N, R26W, Fifth PM

- Section 1: W2NENE, E2NWNE, W2SENE, NENW, SWNW, N2SENE, SENWNW, N2NESE
- Section 2: NESESE
- Section 5: W2E2NE, NWNE, E2SWNE
- Section 6: NWNW
- Section 11: SESE
- Section 12: W2W2
- Section 13: S2S2
- Section 14: E2W2NE, SWNESE

For the purpose of:

Meeting the Forest Management Direction of Chapter 2, pages 30-31 of the Ozark-St. Francis National Forests Land & Resource Management Plan effective January 2006.

Any changes to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes.

ES-014-04/08 ARES 55232 PD

Arkansas, Scott County, BLM
T3N, R28W, 5th Principal Meridian
Sec. 11, SENE, NESE less 1 acre located in SW corner of NESE.
79.99 Acres
\$118.50 Rental
Subject to BLM Controlled Surface Use Stipulations
Subject to BLM Lease Stipulations and Lease Notices

ES-015-04/08 ARES 55233 ACQ

Arkansas, White County, FFMC/BLM
T8N, R7W, 5th Principal Meridian
Sec. 25, fractional NW.
2.72 Acres
\$4.50 Rental
Subject to BLM Controlled Surface Use Stipulations
Subject to BLM Lease Stipulations

ES-016-04/08 ARES 55234 ACQ

Arkansas, White County, FFMC/BLM
T8N, R9W, 5th Principal Meridian
Sec. 29, West 60 acres of the NE (W2W2NE, W2E2W2NE).
60.00 Acres
\$90.00 Rental
Subject to BLM Controlled Surface Use Stipulations
Subject to BLM Lease Stipulations

ES-017-04/08 ARES 55235 ACQ

Arkansas, White County, FFMC/BLM
T8N, R10W, 5th Principal Meridian
Sec. 17, SESW.
40.00 Acres
\$60.00 Rental
Subject to BLM Controlled Surface Use Stipulations
Subject to BLM Lease Stipulations

ES-018-04/08 ARES 55236 ACQ

Arkansas, Conway County, FFMC/BLM
T8N, R15W, 5th Principal Meridian
Sec. 33, E2NW.
80.00 Acres
\$120.00 Rental
Subject to BLM Controlled Surface Use Stipulations
Subject to BLM Lease Stipulations

ES-019-04/08 ARES 55237 PD

Arkansas, Conway County, BLM
T9N, R15W, 5th Principal Meridian
Sec. 4, N2NW;
Sec. 5, NENW, NWNE;
Sec. 28, N2NE, NENW.
273.37 Acres
\$411.00 Rental
Subject to BLM Controlled Surface Use Stipulations

ES-020-04/08 ARES 55238 PD

Arkansas, Cleburne County, BLM
T10N, R9W, 5th Principal Meridian
Sec. 2, NESE.
40.00 Acres
\$60.00 Rental
Subject to BLM Controlled Surface Use Stipulations
Subject to BLM Lease Stipulations

ES-021-04/08 ARES 55239 PD

Arkansas, Van Buren County, BLM
T10N, R16W, 5th Principal Meridian
Sec. 1, N2SE
Sec. 2, W2NW, SESW;
Sec. 4, W2NE;
Sec. 9, N2S2NESE;
Sec. 11, N2NW, SWNW.
410.00 Acres
\$615.00 Rental
Subject to BLM Controlled Surface Use Stipulations
Subject to BLM Lease Stipulations

ES-022-04/08 ARES 55240 *ARES 52007ACQ

Arkansas, Ouachita County, Poison Springs State Forest (PSSF)
T14S, R19W, 5th Principal Meridian
Sec. 16, SWNW.
40.00 Acres
\$60.00 Rental
Subject to PSSF Special Terms and Conditions
Subject to BLM Controlled Surface Use Stipulations
Subject to BLM Lease Stipulations and Lease Notices

POISON SPRINGS STATE FOREST SPECIAL STIPULATIONS:

SPECIAL TERMS AND CONDITIONS

- 1. Contact Poison Springs State Forest (PSSF) before beginning operations and set up an on site meeting with the State Forest Manager or designee.**
- 2. Stabilize disturbed soil within 30 days of the disturbance in accordance with Arkansas Best Management Practices (BMP's)**
- 3. Construct no new roads without written permission from the Arkansas Forestry Commission (AFC)**
- 4. Any new roads constructed are to be built and maintained in accordance with Arkansas BMP's.**
- 5. If timber is required to be removed, PSSF will handle its sale and removal. The AFC must be reimbursed for any difference in price between timber sold from the area and the price of the last timber sold on the State Forest.**
- 6. No use or occupancy is permitted within 100' of the center of public roads or perennial streams without written permission from the AFC.**
- 7. PSSF and designees retain the rights of ingress and egress to all sites.**

Bureau of Land Management:

CONTROLLED SURFACE USE STIPULATIONS

Description: Six counties (White, Van Buren, Cleburne, Conway, Scott and Ouachita Counties) in the state of Arkansas

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, 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. *These obligations may include a requirement that you provide a cultural resources survey conducted by a professional archaeologist.* 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.

Modification: None

Waiver: This stipulation may be waived by the Authorized Officer if it is documented that a cultural resources survey, which meets professional standards, has been conducted and significant sites, including sites of concern to Native Americans, will not be impacted by development of this lease, or if it is documented that a cultural resources survey is not otherwise required.

Exemptions: An exemption may be granted for a specific development proposal if it is documented that a cultural resources survey, which meets professional standards, has been conducted on the area of proposed development and significant sites, including sites of concern to Native Americans, will not be impacted by development of this lease, or if it is documented that a cultural resources survey is not otherwise required.

2. 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.

Modification: None

Exception: None

Waiver: None

3. Lease Stipulation for parcel ES-014-04/08:

American Burying Beetle (ABB) – within Scott County

Stipulation: Projects will require that American burying beetle be trapped and relocated from the project site during the ABB’s active season which is May 20 through September 20. The trapping/relocation must be completed by a qualified biologist with a current section 10 permit and conducted in compliance with the protocol outlined in the biological opinion dated December 19, 2006 (*Protocol for Trapping and Relocating the American Burying Beetle (Nicrophorus americanus) in Arkansas and Oklahoma*).

Objective: To avoid impacts to ABB and to ensure compliance with the reasonable and prudent measures outlined in the ABB biological opinion dated December 19, 2006 and its amendments.

Exception: An exception may be granted if the project site meets one of the following criteria:

- a. Soil that is greater than 70 percent sand.
- b. Soil that is greater than 70 percent clay.
- c. Land where greater than 80 percent of the soil surface is comprised of rock.
- d. Land where greater than 80 percent of the subsurface soil structure within the top four inches is comprised of rock.
- e. Land that has already been developed and no longer exhibits topsoil or leaf litter.

- f. Land that is tilled on at least an annual basis.
- g. Land that meets the U.S. Army Corps of Engineers definition of wetland. (However, projects developed in this type of habitat will need to be reviewed by the Corps to ensure compliance with section 404 of the Clean Water Act.).
- h. Pine plantations planned for mechanical treatment where stocking density is 750 or more trees per acre (little sunlight to forest floor).
- i. Shortleaf pine or shortleaf pine-hardwood forest stands with 110 square feet per acre or greater overstory basal area and more than 700 stems per acre occupying midstory and understory positions.

Modification: Construction during the ABB's inactive period may be permitted only with concurrence from the U.S. Fish and Wildlife Service that the project will not adversely affect American burying beetle.

Waiver: None

4. Lease Stipulations for Parcels *ES-014-04/08 thru ES-018-04/08; ES-020-04/08 thru ES-022-04/08*:

Lease Stipulation: To protect wildlife and watershed values, no construction activities will be permitted within 250' of a perennial or intermittent creek or stream.

Exception: An exception may be granted if the operator agrees to implement measures developed in consultation with USFWS and in coordination with state agencies.

Modification: In areas where the slope is less than 10% the buffer may be reduced to 100 feet if the adjacent waterway has been surveyed from 100 yards upstream to 300 yards downstream of the site, and results document the lack of suitable/occupied habitat for special status species within the mixing zone downstream of the project, as determined to by BLM and USFWS.

Modification: The buffer may be extended if the intervening slope exceeds 10%.

Waiver: None

Lease Stipulation for *ES-021-04/08*:

Gray bat

Stipulation (NSO): No surface disturbance permitted within 250 feet of perennial or intermittent streams.

Objective: Prevent any impact to hydrologic networks connected to bat caves and flight paths, to protect food sources for the bat.

Exception: An exception may be granted if the operator agrees to implement measures developed in coordination with USFWS and appropriate state agencies. Formal consultation with USFWS or state agencies may be required if determined necessary to protect species and associated habitat.

Modification: None.

Waiver: This stipulation may be waived if coordination has been completed with USFWS and appropriate state agencies. Formal consultation with USFWS or state agencies may be required if determined necessary to protect species and associated habitat.

Stipulation: Injection of produced water would not be allowed into the karstic habitat or any hydrologic network connected to caves used by the bats.

Objective: To prevent any impact to hydrologic networks connected to bat caves and flight paths, to protect food sources for the bat.

Exception: an exception may be granted if the operator agrees to implement measures developed in coordination with USFWS and appropriate state agencies. Formal consultation with USFWS may be required if determined necessary to protect species and associated habitat.

Modification: None.

Waiver: This stipulation may be waived if coordination has been completed with USFWS and appropriate state agencies.

5. Lease Stipulation for *ES-014-04/08*:

Special Status Plants (Harperella)

Stipulation: All viable special status plant species habitats will be identified during environmental review of the proposed surface activity. If field examination indicates suitable habitat, BLM will require the applicant to conduct a survey by a qualified botanist for special status plants. Based on that survey, BLM will determine whether or not the species/would be affected by the proposed activity. If the species would be affected, consultation with USFWS or the appropriate state agency would be required.

Objective: To protect special status sensitive plant species.

Exception: An exception may be granted if the operator agrees to implement measures developed in consultation with the USFWS and in coordination with state agencies.

Waiver: The stipulation may be waived if it is determined that the lease area does not support sensitive plant species.

6. Lease Stipulations for *ES-022-04-08* Public Roads

Lease Stipulation: No use or occupancy is permitted within 100' of the center of public roads or perennial streams without written permission from the AFC.

Objective: To preserve the scenic value of Poison Springs State Forest.

Modification: None

Waiver: None

Exception: None

Lease Notices

1. Lease Notice: Should the oil or gas be developed at this site, all open vent stack equipment, such as heater-treaters, separators, and dehydrator units, will be designed and constructed to prevent birds and bats from entering or nesting in or on such units, and to the extent practical, to discourage birds from perching on the stacks. Installing cone-shaped mesh covers on all open vents is one suggested method. Flat mesh covers are not expected to discourage perching and will not be acceptable.

2. Lease Notice: To reduce the potential spread of invasive, non-native plants, the operator will be encouraged to use native and/or noninvasive cover plants in seeding

mixtures to stabilize disturbed areas and during restoration activities. Final seed mixtures will be formulated in consultation with the private land owner.

3. Lease Notice: In the development of BMP's for operations on this lease, the BLM will require operators to apply best management practices as described in Best Management Practices for Fayetteville Shale Natural Gas Activities (USFWS 2007). A copy of this document is available upon request. Best Management Practices (BMP's) are mitigation measures applied on a site-specific basis to reduce, prevent, or avoid adverse impacts. They may be incorporated as design features when actions are proposed or may be attached as conditions of approval for BLM permitted actions Applications for Permit to Drill (APD's) for oil and gas.

4. Lease Notices for ES-022-04/08

Lease Notice

Lessee must contact Poison Springs State Forest (PSSF) before beginning operations and set up an onsite meeting with the State Forest Manager or designee. Additional terms and conditions are required by the Lessee:

Lease Notice

Disturbed soil must be stabilized within 30 days of the disturbance in accordance with Arkansas Best Management Practices (BMP's).

Lease Notice

No new roads will be constructed without written permission from the Arkansas Forestry Commission (AFC).

Lease Notice

Any new roads constructed are to be built and maintained in accordance with Arkansas BMP's.

Lease Notice

If timber is required to be removed, PSSF will handle its sale and removal. The AFC must be reimbursed for any difference in price between timber sold from the area and the price of the last timber sold on the State Forest.

Lease Notice

PSSF and designees retain the rights of ingress and egress to all sites.

6. Lease Notice for Scott County (ES-014-04/08) ABB:

Lease Notice - American Burying Beetle Pesticide Use: Only the following approved pesticides and herbicides, or those subsequently reviewed and approved by the Service, may be used within the range of American burying beetle. All products must be used in accordance with manufacture's label instructions.

Insecticides

Product Name: Aqnique MMF
Chemical Name: ethoxylated alcohol
Target Pest: mosquito larvae and pupae

Product Name: Altosid Pellets, Altosid XR, Altosid LL
Chemical Name: Methoprene
Target Pest: mosquito larvae

Product Name: Bactimos Briquets
Chemical Name: *Bacillus thuringiensis* spp. *israelensis*
Target Pest: mosquito larvae

Product Name: Vectolex-CG
Chemical Name: *Bacillus sphaericus*
Target Pest: mosquito larvae

Product Name: Pest Tab
Chemical Name: Lambda-cyhalothrin
Target Pest: scorpions (bunker use)

Product Name: Justice
Chemical Name: Spinosad
Target Pest: fire ants

Product Name: Amdro
Chemical Name: Hydromethylnon
Target Pest: fire ants

Herbicides

Product Name: Arsenal, Chopper
Chemical Name: Imazapyr
Target Pest: most annual and perennial grasses, broadleaf weeds, and woody species

Product Name: Round-up Pro, Round-up Ultra Max, Round-up Ultra Dry, Rodeo
Chemical Name: Glyphosate
Target Pest: non-selective post emergence herbicide that controls many terrestrial and aquatic weed species depending on the formulation

Product Name: Karmex DF, Diuron 4L
Chemical Name: Diuron
Target Pest: broad spectrum weed control on grasses and broadleaf weeds

Product Name: Escort
Chemical Name: Metsulfuron-methyl
Target Pest: post-emergent control of most broadleaf weeds, some annual grass weeds

Product Name: Oust
Chemical Name: Sulfometuron-methyl
Target Pest: annual and perennial grasses as well as broadleaf weeds

Product Name: Outrider
Chemical Name: Sulfosulfuron
Target Pest: annual and perennial grasses as well as broadleaf weeds

Product Name: Surflan
Chemical Name: Oryzalin
Target Pest: annual grasses and broadleaf weeds

Product Name: Banvel, Vanquish
Chemical Name: Dicamba
Target Pest: annual and perennial grasses, broadleaf weeds, and woody species

Product Name: Poast
Chemical Name: Sethoxydim
Target Pest: annual and perennial grasses

Product Name: Sahara DG
Chemical Name: imazapyr/diuron
Target Pest: annual and perennial grasses, broadleaf weeds, and woody species

Product Name: Hyvar XL
Chemical Name: bromacil
Target Pest: annual and perennial grasses, broadleaf weeds, and woody species

Product Name: Krovar IDF
Chemical Name: bromacil/diuron
Target Pest: annual and perennial grasses, broadleaf weeds, and woody species

Product Name: Sahara DG
Chemical Name: imazapyr/diuron
Target Pest: annual and perennial grasses, broadleaf weeds, and woody species

Product Name: Aquashade
Chemical Name: Acid Blue/Acid Yellow Dye

Target Pest: aquatic vegetation

Product Name: Reward

Chemical Name: Diquat Bibromide

Target Pest: aquatic vegetation

Product Name: Garlon 3A

Chemical Name: Triclopyr

Target Pest: Broadleaf weed species

KISATCHIE NATIONAL FOREST - LOUISIANA

ES-023-04/08 LAES 55241 *LAES 54982 ACQ

Louisiana, Claiborne Parish, Kisatchie National Forest

T22N, R6W, Louisiana Meridian

Sec. 15, NENE, SWNE, W2, NESE, NWSE.

443.39 Acres

\$666.00 Rental

Subject to F.S. Lease Notices Nos. 2 and 3

Subject to F.S. Controlled Surface Use Stipulation #1 and #2

ES-024-04/08 LAES 55242 *LAES 54983 ACQ

Louisiana, Claiborne Parish, Kisatchie National Forest

T22N, R6W, Louisiana Meridian

Sec. 17, E2NWNE, SWNWNE, NWNWNE, SWNE, N2NW,
SENE, NESW, W2NESE, NWSE.

303.90 Acres

\$456.00 Rental

Subject to F.S. Lease Notices Nos. 2 and 3

Subject to F.S. Controlled Surface Use Stipulation #1 and #2

Subject to F.S. No Surface Occupancy Stipulation #2

ES-025-04/08 LAES 55243 *LAES 54983 & *LAES 54985 ACQ

Louisiana, Claiborne Parish, Kisatchie National Forest

T22N, R6W, Louisiana Meridian

Sec. 20, S2N2NE, S2NE, E2W2, W2SW, SE.

525.49 Acres

\$789.00 Rental

Subject to F.S. Lease Notices Nos. 1, 2 and 3

Subject to F.S. Controlled Surface Use Stipulation #1 and #2

ES-026-04/08 LAES 55244 *LAES 54983 ACQ

Louisiana, Claiborne Parish, Kisatchie National Forest

T22N, R6W, Louisiana Meridian

Sec. 21, All.

644.04 Acres

\$967.50 Rental

Subject to F.S. Lease Notices Nos. 1, 2 and 3

Subject to F.S. Controlled Surface Use Stipulation #1 and #2

ES-027-04/08 LAES 55245 *LAES 54982ACQ

Louisiana, Claiborne Parish, Kisatchie National Forest

T22N, R6W, Louisiana Meridian

Sec. 24, N2NW;

Sec. 27, NW.

240.00 Acres

\$360.00 Rental

Subject to F.S. Lease Notices Nos. 2 and 3

Subject to F.S. Controlled Surface Use Stipulation #1 and #2

KISATACHIE NATIONAL FOREST - LOUISIANA

LEASE NOTICE #1

There are three known cemeteries within T22N R6W located on National Forest land. The Mt. Zion in SW of section 20, the Allen within the NE of section 21 and the Glover in the SW of Section 22. Exploration and development proposals may be limited or modifications required if activity is planned close to these cemeteries.

LEASE NOTICE #2

All or part of the leased lands may contain animal or plant species classified under the Endangered Species Act of 1973, as amended. Other species may have been identified as sensitive in accordance with Forest Service Manual 2670 and be listed on the current Regional Forester's list of sensitive plant and animal species. Further information concerning the classification of these species may be obtained from the authorized Forest officer.

Exploration and development proposals may be limited or modifications required if activity is planned within the boundaries of a threatened, endangered or sensitive plant or animal species location as it then exists. All activities within these areas must be conducted in accordance with existing laws, regulations and the Forest Land and Resource Management Plan guidelines.

All available land in T22N R6W, Louisiana Meridian

KISATACHIE NATIONAL FOREST - LOUISIANA

LEASE NOTICE # 3

All or part of the leased lands may be classified as wetlands in accordance with Executive Order 11990, "Protection of Wetlands" or a floodplain in accordance with Executive Order No. 11988, "floodplain Management." Additional management requirements for the protection of riparian areas are contained in 36 CFR 219.72 (e) and the National Forest Management Act of 1976.

All activities within these areas may require special measures to mitigate adverse impacts to the resource values. They must comply with the above referenced executive orders, regulations, laws and be in accordance with the Forest Land and Resource Management Plan guidelines.

All available land in T22N R6W, Louisiana Meridian

Further information concerning the classification and management of these lands may be obtained from the authorized Forest Officer.

T22N R6W, Louisiana Meridian (LA)

**KISATCHIE NATIONAL FOREST
TOWNSHIP 22 NORTH, RANGE 6 WEST**

NO SURFACE OCCUPANCY STIPULATION #2

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

T22N R6W, Louisiana Meridian

<u>SECTION</u>	<u>ACRES</u>	<u>DESCRIPTION</u>
17	24.9	N/2NE

For the purpose of:
Bucktail Camp Recreation Area

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

T22N, R6W – Louisiana Meridian

**KISATCHIE NATIONAL FOREST
TOWNSHIP 22 NORTH, RANGE 6 WEST**

CONTROLLED SURFACE USE STIPULATION (CSU #1)

Surface occupancy or use is subject to the following constraints:

Roads and clearing of right-of-way vegetation may be limited on all streamside habitat protection zones (SHPZS) which vary in width from 50 feet to 150 feet, and within those Riparian Area Protection Zones (RAPZS) which fall within the Louisiana pearl shell mussel sub-watersheds. These activities may be allowed if a site-specific environmental analysis determines that the mitigated environment effects would not be significant.

T22N, R6W – Louisiana Meridian

SECTION	ACRES	SECTION	ACRES
1	180.0	17	146.9
3	166.0	20	126.3
9	135.3	21	171.0
10	126.2	22	182.0
11	153.9	23	171.6
12	168.7	24	196.7
13	177.8	27	160.0
14	203.6	28	148.5
15	132.1	29	113.3
16	158.9	30	25.1

For the purpose of:

Protection of the streamside habitat protection and riparian area protection zones within the Louisiana pearl shell mussel sub-watersheds, in accordance with the Revised Land and Resource Management Plan, Forest-wide Standards and Guidelines, Chapter 2, paragraph FW-225, page 2-25.

Any changes to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes.

T22N, R6W – Louisiana Meridian

**KISATCHIE NATIONAL FOREST
TOWNSHIP 22 NORTH, RANGE 6 WEST**

CONTROLLED SURFACE USE STIPULATION (CSU #2)

Surface occupancy or use is subject to the following operating constraints:

Roads and clearing of right-of-way vegetation may occur if a site-specific environmental analysis determines that the mitigated environment effects would not be significant.

T22N, R6W, Louisiana Meridian

SECTION	ACRES	SECTION	ACRES
1	9.1	17	68.1
3	152.3	20	26.3
9	74.8	21	16.0
10	195.7	22	55.7
11	195.7	23	22.7
12	268.9	24	112.1
13	40.0	27	2.8
14	69.3	28	5.6
15	47.9		
16	91.7		

For the purpose of:

Protection of Riparian Zones in accordance with the Revised Land and Resource Management Plan, Forest-wide Standards and Guidelines, Chapter 2, paragraph FW-225, page 2-25.

Any changes to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes.

HURON-MANISTEE NATIONAL FOREST - MICHIGAN

ES-028-04/08 MIES 55246 ACQ

Michigan, Oceana County, Manistee N.F.

T13N, R16W, Michigan Meridian

Sec. 11, NWNE, SWSE, NWSE, E2SE;

Sec. 12, SENW, N2SW.

320.00 Acres

\$480.00 Rental

Subject to Forest Service Standard Lease Stipulations.

Lease Notices #1, #2, #3 and #6.

Lease Stipulation #1 applies to Sec. 11, NESE; Sec. 12, N2SE, W2SWSW.

Lease Stipulations #5, #6, and #7 apply to Sec. 11, E2SE, NWNE, Sec. 12, All.

Lease Stipulation #13 applies to Sec. 11, W2SE.

Lease Stipulation #15 applies to Sec. 12, SWSW.

ES-029-04/08 MIES 55247 ACQ

Michigan, Oceana County, Manistee N.F.

T14N, R15W, Michigan Meridian

Sec. 4, S2SE, SESW;

Sec. 5, Pt. W2SE (exc. for 1.01 ac.);

Sec. 7, E2SE, SWSE;

Sec. 8, W2NW, SWNE, SENE, NWSE, NWSW;

Sec. 9, W2NE.

488.99 Acres

\$733.50 Rental

Subject to Forest Service Standard Lease Stipulations.

Lease Notices #1, #2, #3 and #6.

Lease Stipulation #1 applies to Sec. 7, S2E2SE.

Lease Stipulation #2 applies to Sec. 4, SWSE, S2SE; Sec. 5, E2SE; Sec. 8, N2NE.

Lease Stipulation #13 applies to Sec. 4, SESE; Sec. 7, SWSE; Sec. 8, NWSE, NWSW; Sec. 9, W2NE.

ES-030-04/08 MIES 55248 ACQ

Michigan, Oceana County, Manistee N.F.

T14N, R15W, Michigan Meridian

Sec. 17, N2NW, N2S2NW;

Sec. 18, NENE, SWNE, SENW, E2NE, NENW, S2SE.

380.00 Acres

\$570.00 Rental

Subject to Forest Service Standard Lease Stipulations.

Lease Notices #1, #2, #3 and #6.

Lease Stipulation #13 applies to Sec. 17, All; Sec. 18, All in N2.

ES-031-04/08 MIES 55249 ACQ

Michigan, Oceana County, Manistee N.F.

T14N, R15W, Michigan Meridian

Sec. 27, S2NW;

Sec. 28, W2NW;

Sec. 29, E2NW, NE;

Sec. 32, NW.

560.00 Acres

\$840.00 Rental

Subject to Forest Service Standard Lease Stipulations.

Lease Notices #1, #2, #3 and #6.

Lease Stipulation #1 applies to Sec. 32, NW.

Lease Stipulation #2 applies to Sec. 28, SWNWNW, N2NWSWNW; Sec. 29, NWSNW, NWNE, W2NENE, W2SENE, N2SENE; Sec. 32, NW.

ES-032-04/08 MIES 55250 ACQ

Michigan, Oceana County, Manistee N.F.

T14N, R16W, Michigan Meridian

Sec. 1, NENW;

Sec. 11, SENE;

Sec. 12, NWSE, SESE;

Sec. 13, S2NENE;

Sec. 24, SWNE, NENE, SENE.

299.73 Acres

\$450.00 Rental

Subject to Forest Service Standard Lease Stipulations.

Lease Notices #1, #2, #3 and #6.

Lease Notice #6 applies to lands in Sec. 12 and Sec. 24.

Lease Stipulation #13 applies to Sec. 24, SWNE.

ES-033-04/08 MIES 55251 ACQ

Michigan, Oceana County, Manistee N.F.

T14N, R16W, Michigan Meridian

Sec. 31, E2NE, NESE;

Sec. 32, S2SW.

200.00 Acres

\$300.00 Rental

Subject to Forest Service Standard Lease Stipulations.

Lease Notices #1, #2, #3 and #6.

Lease Stipulations #1 and #2 apply to Sec. 31, All; Sec. 32, N2S2SW.

ES-034-04/08 MIES 55252 ACQ

Michigan, Oceana County, Manistee N.F.

T15N, R15W, Michigan Meridian

Sec. 29, SWNW, SENW, NWSW.

120.00 Acres

\$180.00 Rental

Subject to Forest Service Standard Lease Stipulations.

Lease Notices #1, #2, #3, and #5.

Lease Stipulation #1 applies to entire parcel except Sec. 29, SENWSW, W2SWNW.

ES-035-04/08 MIES 55253 ACQ

Michigan, Oceana County, Manistee N.F.

T15N, R15W, Michigan Meridian

Sec. 1, N2NW, N2SWNW;

Sec. 2, Lot 1, Pt. Lot 2, Pt. Lot 6;

Sec. 3, Lot 1 and 2*

T16N, R15W, Michigan Meridian

Sec. 34, S2S2NESE, SWSE, S2S2NWSE, SESW, SESE;

Sec. 35, SESW, Govt. Lot 3 exc. 5 acres**

552.42 Acres

\$829.50 Rental

Subject to Forest Service Standard Lease Stipulations.

Lease Notices #1, #2, #3 and #6.

Lease Stipulation #1 applies to areas within 300 feet of Gilbert Lake in Sec. 2, 3, 34, and 35.

Lease Stipulation #2 applies to Sec. 1, NENENW; Sec. 2, N2NE; Sec. 3, S2NWNE, NESWNE; Sec. 34, W2SWSE; Sec. 35, S2SW except N2SESW.

*50% USA mineral interest

**30/80th USA mineral interest

ES-036-04/08 MIES 55254 ACQ

Michigan, Newaygo County, Manistee N.F.

T16N, R14W, Michigan Meridian

Sec. 3, All;

Sec. 4, N2NE, NENW.

769.83 Acres

\$1,155.00 Rental

Subject to Forest Service Standard Lease Stipulations.

Lease Notices #1, #2, and #3.

Lease Stipulation #2 applies to Sec. 3, S2SENE, N2NESE.

ES-037-04/08 MIES 55255 ACQ

Michigan, Newaygo County, Manistee N.F.

T16N, R14W, Michigan Meridian

Sec. 5, SW;

Sec. 7, N2NW exc. N 1 rod of N2NW (1.00 ac.), S2NW, N2SW, S2S2SW.

444.70 Acres

\$667.50 Rental

Subject to Forest Service Standard Lease Stipulations.

Lease Notices #1, #2, #3 and #6.

Lease Stipulation #1 applies to Sec. 5, E2NWSW, SWNWSW, NWSWSW; Sec. 7, S2NW, N2SW, S2SESW.

Lease Stipulation #2 applies to Sec. 7, E2SWSWSW, W2SESWSW.

ES-038-04/08 MIES 55256 ACQ

Michigan, Newaygo County, Manistee N.F.

T16N, R14W, Michigan Meridian

Sec. 16, S2SW, NWSW;

Sec. 17, W2NE;

Sec. 21, W2.

520.00 Acres

\$780.00 Rental

Subject to Forest Service Standard Lease Stipulations.

Lease Notices #1, #2, #3 and #6.

Lease Stipulation #1 applies to Sec. 16, NWSW, SESW; Sec. 17, S3/4W2NE; Sec. 21, E2W2, E2SWSW.

Lease Stipulation #2 applies to Sec. 21, W2SWNW.

ES-039-04/08 MIES 55257 ACQ

Michigan, Newaygo County, Manistee N.F.

T16N, R14W, Michigan Meridian

Sec. 27, W2NW, SW;

Sec. 28, NWSW;

Sec. 34, S2SE;

Sec. 35, W2 exc. NENW.

640.00 acres

\$960.00 Rental

Subject to Forest Service Standard Lease Stipulations.

Lease Notices #1, #2, #3 and #6.

Lease Stipulation #1 applies to Sec. 27, E2NWNW, E2NESW; Sec. 35, W2NW, W2SW.

Lease Stipulation #2 applies to Sec. 27, W2SWNW, W2W2NWNW, W2W2SWSW; Sec. 34, S2SESE.

Lease Stipulation #4 applies to Sec. 27, NWSW.

ES-040-04/08 MIES 55258 ACQ

Michigan, Oceana County, Manistee N.F.

T16N, R15W, Michigan Meridian

Sec. 4, W2SE, SWSW, E2SW;

Sec. 7, All.

848.80 Acres

\$1,273.50 Rental

Subject to Forest Service Standard Lease Stipulations.

Lease Notices #1, #2, #3 and #6.

Lease Notice #6 applies to Sec. 7.

Lease Stipulation #1 applies to Sec. 4, NESW, NWSE; Sec. 7, N2NE, SWNE, S2N2NW, N2S2NW, SESENW.

Lease Stipulation #2 applies to Sec. 4, N2N2SWSW.
Lease Stipulation #3 applies to Sec. 4, NENESW, S2SWSW.
Lease Stipulation #4 applies to Sec. 4, W2SWSE, SESWSE.

ES-041-04/08 MIES 55259 ACQ

Michigan, Oceana County, Manistee N.F.
T16N, R15W, Michigan Meridian
Sec. 10, E4, NWNE;
Sec. 11, W2, SE;
Sec. 12, NENE, S2NE.
800.00 Acres
\$1,200.00 Rental
Subject to Forest Service Standard Lease Stipulations.
Lease Notices #1, #2, #3 and #6.
Lease Stipulation #1 applies to Sec. 12, S2NE.
Lease Stipulation #2 applies to Sec. 11, S2NESE, NENWSE, Sec. 12, NENE.

ES-042-04/08 MIES 55260 ACQ

Michigan, Oceana County, Manistee N.F.
T16N, R15W, Michigan Meridian
Sec. 14, All;
Sec. 23, N2SW;
Sec. 24, S2NW, NWNE, N2NW.
920.00 Acres
\$1,380.00 Rental
Subject to Forest Service Standard Lease Stipulations.
Lease Notices #1, #2, #3 and #6.
Lease Notice #6 applies to Sec. 14 and Sec. 23.
Lease Stipulation #2 applies to Sec. 14, Portions of NWNE, Portions of NENW, SENW,
Portions SE, NWSESW, SESESW; Sec. 23, N2N2SW.
Lease Stipulation #3 applies to Sec. 24, All except N2NWNE.

ES-043-04/08 MIES 55261 ACQ

Michigan, Oceana County, Manistee N.F.
T16N, R15W, Michigan Meridian
Sec. 21, N2SENE, SESENE, E2SWSENE;
Sec. 22, S2SW;
Sec. 27, NWNW, NENW;
Sec. 28, N2NE, N2NW, S2NE.
435.00 Acres
\$652.50 Rental
Subject to Forest Service Standard Lease Stipulations.
Lease Notices #1, #2, #3 and #6.
Lease Stipulation #1 applies to Sec. 27, Part N2NW; Sec. 28, Part S2NE.
Lease Stipulation #2 applies to Sec. 21, N2SENE, SESENE; Sec. 22, N2SESW; Sec. 28,
E2NENE, NENW, Part S2NE.

ES-044-04/08 MIES 55262 ACQ

Michigan, Oceana County, Manistee N.F.

T16N, R16W, Michigan Meridian

Sec. 1, All;

Sec. 2, All except S2NWNW.

1,262.63 Acres

\$1,894.50 Rental

Subject to Forest Service Standard Lease Stipulations.

Lease Notices #1, #2, #3, and #5.

Lease Notice #5 applies to Sec. 2, NW.

Lease Stipulation #1 applies to Sec. 2, SENW.

ES-045-04/08 MIES 55263 ACQ

Michigan, Oceana County, Manistee N.F.

T16N, R16W, Michigan Meridian

Sec. 9, All;

Sec.10, All;

Sec. 15, NE.

1,440.00 Acres

\$2,160.00 Rental

Subject to Forest Service Standard Lease Stipulations.

Lease Notices #1, #2, and #3.

ES-046-04/08 MIES 55264 ACQ

Michigan, Oceana County, Manistee N.F.

T16N, R16W, Michigan Meridian

Sec. 11, All;

Sec. 12, N2, SW, NWSE, E2SE*, SWSE*.

1,280.00 Acres

\$1,920.00 Rental

Subject to Forest Service Standard Lease Stipulations.

Lease Notices #1, #2, and #3.

*50% USA mineral interest

ES-047-04/08 MIES 55265 ACQ

Michigan, Oceana County, Manistee N.F.

T16N, R16W, Michigan Meridian

Sec. 26, SWNE, E2SW, SWNE, NWSE;

Sec. 35, W2NW.

280.00 Acres

\$420.00 Rental

Subject to Forest Service Standard Lease Stipulations.

Lease Notices #1, #2, and #3.

Lease Stipulation #3 applies to Sec. 26, SWSE, S2NWSE, S2SESW, NESESW.

ES-048-04/08 MIES 55266 ACQ

Michigan, Oceana County, Manistee N.F.

T16N, R17W, Michigan Meridian

Sec. 10, E2SESE*;

Sec. 11, W2SW*;

Sec. 12, Part NESW;

Sec. 14, E2 exc. NENE, E2SW**, S2NW**

550.02 Acres

\$826.50 Rental

Subject to Forest Service Standard Lease Stipulations.

Lease Notices #1, #2, #3, #5, and #6.

Lease Notice #5 applies to lands in Sec. 10, 11, and 14.

Lease Stipulation #1 applies to Sec. 14, SESW.

Lease Stipulation #2 applies to Sec. 14, S2NW, SWNE, NESW, Part W2SE.

*3/8th USA mineral interest

**31/32nd USA mineral interest

ES-049-04/08 MIES 55267 ACQ

Michigan, Mason County, Manistee N.F.

T17N, R15W, Michigan Meridian

Sec. 5, E2;

Sec. 6, SWSW, W2SESW, SWNWSW, E2NWSW, W2NESW, SENW, E2SWNW;

Sec. 7, N2SWSE, N2SESW, S2NESW, E2NWSW, NWNESW, SWNW,
W2SESW, N2NW;

Sec. 8, S2SE, S2NESE, N2SW, SESW, N2SWSW.

965.65 Acres

\$1,449.00 Rental

Subject to Forest Service Standard Lease Stipulations.

Lease Notices #1, #2, #3 and #6.

Lease Stipulation #1 applies to Sec. 8, S2N2SW, N2S2SW, SESESW, S2N2NWSW.

Lease Stipulation #3 applies to Sec. 8, N2NESW, N2SWSESW.

Lease Stipulation #4 applies to Sec. 8, N2N2NWSW, S2NESE.

Lease Stipulations #5, #6, and #7 apply to all lands in Sec. 5 and Sec. 8.

Lease Stipulation #14 applies to all lands in Sec. 6 and Sec. 7.

ES-050-04/08 MIES 55268 ACQ

Michigan, Mason County, Manistee N.F.

T17N, R15W, Michigan Meridian

Sec. 14, E2SW, W2SW;

160.00 Acres

\$240.00 Rental

Subject to Forest Service Standard Lease Stipulations.

Lease Notices #1, #2, and #3.

Lease Stipulation #1 applies to Sec. 14, SWSW, E2NWSW, W2E2SW.

ES-051-04/08 MIES 55269 ACQ

Michigan, Mason County, Manistee N.F.

T17N, R15W, Michigan Meridian

Sec. 19, All.

T17N, R16W, Michigan Meridian

Sec. 24, E2.

966.62 Acres

\$1,450.50 Rental

Subject to Forest Service Standard Lease Stipulations.

Lease Notices #1, #2, #3, and #5.

Lease Notice #5 applies to Sec. 24, W4E2.

Lease Stipulation #1 applies to Sec. 19, NESWSE.

Lease Stipulation #4 applies to Sec. 19, N4; Sec. 24, N2NENE.

ES-052-04/08 MIES 55270 ACQ

Michigan, Mason County, Manistee N.F.

T17N, R15W, Michigan Meridian

Sec. 20, All;

Sec. 21, W2.

960.00 Acres

\$1,440.00 Rental

Subject to Forest Service Standard Lease Stipulations.

Lease Notices #1, #2, and #3.

Lease Stipulation #1 applies to Sec. 20, S2S2SW.

ES-053-04/08 MIES 55271 ACQ

Michigan, Mason County, Manistee N.F.

T17N, R15W, Michigan Meridian

Sec. 28, W2, W2SE;

Sec. 29, All;

Sec. 32, W2SW, N2, E2SE.

1,520.00 Acres

\$2,280.00 Rental

Subject to Forest Service Standard Lease Stipulations.

Lease Notices #1, #2, and #3.

Lease Stipulation #1 applies to Sec. 28, E2NENW, W2SENW, E2NESW, W2SESW;

Sec. 29, E2SWSW, W2SESW; Sec. 32, NESE, SENE, NENE.

ES-054-04/08 MIES 55272 ACQ

Michigan, Mason County, Manistee N.F.

T17N, R16W, Michigan Meridian

Sec. 25, Part SW (exc. a strip of land 4 rods wide on N boundary containing 3 ac.);

Sec. 26, Part S2 (exc. 6 ac. contained in a 3 rod wide strip near N boundary S2);

Sec. 27, SESE*.

511.00 Acres

\$766.50 Rental

Subject to Forest Service Standard Lease Stipulations.
Lease Notices #1, #2, #3, and #5.
Lease Stipulation #1 applies to Sec. 25, N4SW; Sec. 27, SESE.
Lease Stipulation #2 applies to Sec. 26, S2 except SESE.
*5/6th USA minerals

ES-055-04/08 MIES 55273 ACQ

Michigan, Mason County, Manistee N.F.
T17N, R16W, Michigan Meridian
Sec. 33, W2NESE, S2SE, SESW, E2NESE;
Sec. 34, NWNE, SWNE, SENW, S2, SENE.
640.00 Acres
\$960.00 Rental
Subject to Forest Service Standard Lease Stipulations.
Lease Notices #1, #2, and #3.
Lease Stipulations #1 and #2 applies to entire parcel.

ES-056-04/08 MIES 55274 ACQ

Michigan, Mason County, Manistee N.F.
T17N, R16W, Michigan Meridian
Sec. 35, E2SE, SWSE, NESW, NWSE, N2NW, NE, S2NW, W2SW, SESW.
640.00 Acres
\$960.00 Rental
Subject to Forest Service Standard Lease Stipulations.
Lease Notices #1, #2, #3, #5, and #6.
Lease Stipulation #2 applies to entire parcel except S2SE, E2NESE.

ES-057-04/08 MIES 55275 ACQ

Michigan, Lake County, Manistee NF
T20N, R11W, Michigan Meridian
Sec. 1, Govt. Lot 7, SWNE (frl), E2SE, SW;
Sec. 2, Govt. Lot 5, Govt. Lot 8, SENE (frl), SWNW (frl), W2SE, E2SW;
Sec. 11, E2SW, NW;
Sec. 12, W2NW, SW.
1,120.00 Acres
\$1,680.00 Rental
Subject to:
Forest Service Standard Lease Stipulations
Lease Notices #1, #2, #3, #4, #5, #6, #7;
Lease Stipulations #1, #2, #3, #17;
Lease Notice #4 applies to lands in Sec. 2, W2SE, E2SW, Govt. Lot 5, SWNW (frl); Sec. 11, All;
Lease Notice #5 applies to lands in Sec. 1 and Sec. 12;
Lease Notice #7 applies to lands in Sec. 1, SESE;
Lease Stipulations #1, #2, and #3 apply to Sec. 1, Govt. Lot 7, SWNE (frl), Part SESW, Part SWNWSW, and Part E2SWSW, NWNESE; Sec. 2, Govt. Lot 8, SENE (frl);

Lease Stipulation #1 applies to Sec. 11, Part NENW, Part NESENW; Part SESESW; Sec. 12, SWSWSW;
Lease Stipulation #2 applies to Sec. 12, SESWNW;
Lease Stipulation #17 applies to Sec. 12, Part E2SW.

Subject also to the following Department of the Interior-Bureau of Land Management
“No-Warranty of Title” Stipulation:

“The United States makes no warranty of title, express or implied, to the leased minerals and assumes no obligation to defend the validity of the lease.”

ES-058-04/08 MIES 55276 ACQ

Michigan, Lake County, Manistee NF
T20N, R11W, Michigan Meridian

Sec. 3, Govt. Lot 6, Govt. Lot 7, SWNE (frl), SENW (frl), E2SE, E2SW;
Sec. 4, Govt. Lot 6, Govt. Lot 8, SENE (frl), SENW (frl), W2SE, W2SW;
Sec. 9, All;
Sec. 10, W2NE, W2SW, W2NW, W2SE.

1,600.00 Acres
\$2,400.00 Rental

Subject to:

Forest Service Standard Lease Stipulations

Lease Notices #1, #2, #3, #4, #6, #7;

Lease Notice #4 applies to lands in Sec. 3 and Sec. 10;

Lease Notice #7 applies to Sec. 3, NESE; Sec. 10, NWSE.

Subject also to the following Department of the Interior-Bureau of Land Management
“No-Warranty of Title” Stipulation:

“The United States makes no warranty of title, express or implied, to the leased minerals and assumes no obligation to defend the validity of the lease.”

ES-059-04/08 MIES 55277 ACQ

Michigan, Lake County, Manistee NF
T20N, R11W, Michigan Meridian

Sec. 5, W2SW, SE;
Sec. 8, W2NE, W2SW, E2NW;
Sec. 13, E2NW;
Sec. 15, W2SW, E2SE, NW;
Sec. 22, W2SE, E2NW;
Sec. 23, E2NW.

1,120.00 Acres
\$1,680.00 Rental

Subject to:

Forest Service Standard Lease Stipulations

Lease Notices #1, #2, #3, #5, #6, #7

Lease Stipulations #1, #3

Lease Notice #5 applies to lands in Sec. 13

Lease Notice #6 applies to lands in Sec. 15 and Sec. 22

Lease Notice #7 applies to Sec. 22, NWSE; Sec. 23, NENW

Lease Stipulation #1 applies to Sec. 13, Part W2NENW, Part N2SENW, Part SESENW;
Sec. 15, S2NWSW

Lease Stipulation #3 applies to Sec. 5, N2SE exc. SWNWSE.

Subject also to the following Department of the Interior-Bureau of Land Management
“No-Warranty of Title” Stipulation:

“The United States makes no warranty of title, express or implied, to the leased minerals and assumes no obligation to defend the validity of the lease.”

Huron-Manistee National Forests Lease Notices

Lease Notice #1) Operations under this lease will be consistent with the Standards and Guidelines found in the Huron-Manistee National Forests Land and Resource Management Plan and hereby incorporated into this lease in their entirety.

Lease Notice #2) Surface disturbance will be limited to that necessary for reasonable, safe and prudent extraction of the oil and gas. Measures will be implemented to minimize erosion and sedimentation. Road and stream crossings will be planned to eliminate stream crossings whenever practical.

Lease Notice #3) Processing of proposed surface use plans of operation on National Forest System lands includes site-specific analysis to determine effects to threatened, endangered, or sensitive species. This analysis may require surveys for certain plants and/or animals. Depending upon the species of concern, it may be necessary to survey through spring, summer, and fall. The extent of required surveys could delay permit issuance. Operators are encouraged to submit proposals as soon as possible to facilitate the scheduling of necessary survey work.

Lease Notice #4) All or portions of this lease parcel is located in Management Area 4.2, Roaded Natural Sandy Plains and Hills (Huron-Manistee National Forests Land and Resource Management Plan). A reclamation plan for all wells, pipelines, production facilities and access routes must be submitted to the Forest Line Officer in charge for approval. Disturbed areas will be restored after completion of drilling and/or production operations. Permanent vegetative cover will consist of a mixture of native warm season grasses. These will be scheduled for establishment just prior to the next growing season, generally late April, May or early June.

Lease Notice #5) Lands included in this lease parcel are being managed as a wildlife emphasis area and occupancy is subject to more restrictive controls than routine areas.

Lease Notice #6) Portions of this lease parcel have had occurrences of certain threatened, endangered, or sensitive species. At the time a drilling permit application or other request for surface use is filed, a site-specific review will be done to determine potential effects to these species. Depending upon the findings of the site-specific review, additional operating constraints, such as seasonal restrictions or re-location of the proposed wellsite, may be necessary to mitigate effects to threatened, endangered, or sensitive species.

Lease Notice #7) Portions of this lease parcel contain known heritage resource sites. At the time a drilling permit application or other request for surface use is filed, a site-specific review will be done to determine potential effects to these sites. Depending upon the findings of the site-specific review, additional operating constraints, such as re-location of the proposed wellsite, may be necessary to mitigate effects to heritage resources.

Huron-Manistee National Forests Lease Stipulations

Stipulation #1) No surface occupancy is permitted on this parcel within 300 feet, measured at a perpendicular, from the normal high water mark of any river, stream, or lake. If site-specific examination determines that rivers, streams or lakes do not exist on the lease parcel, this stipulation may be waived.

Stipulation #2) No surface occupancy is permitted on this parcel due to the presence of wetlands. If site-specific examination determines that wetlands do not exist on the lease parcel, this stipulation may be waived.

Stipulation #3) All or portions of this lease parcel are located in an area managed as Old Growth. In accordance with the Huron-Manistee National Forests' Forest Plan, no surface occupancy is permitted on this parcel due to the lack of existing reasonable access.

Stipulation #4) All or portions of this lease parcel are located in an area managed as Old Growth. Surface disturbing activities will take place outside of old growth where there are reasonable alternative locations. Due to the presence of existing reasonable access via roads/trails, surface occupancy is permitted, however, is limited to existing roads and trails.

Stipulation #5) All or portions of this lease parcel are located in an area managed as a semi-primitive nonmotorized area. Production facilities will be located outside the area when practical and needed pumps will be run by electric motors or equipped to minimize noise.

Stipulation #6) This parcel is located in an area managed as a semi-primitive nonmotorized area. The Huron-Manistee National Forests' Forest Plan limits surface location density in these areas. The maximum surface development density in this area is 1 surface location per 640 acres.

Stipulation #7) This parcel is located in an area managed as a semi-primitive nonmotorized area. Roads must use existing transportation corridors when compatible, feasible and practical.

Stipulation #8) This parcel is located within a Wild and Scenic River Corridor. No surface occupancy for oil and gas development will be permitted within this corridor.

Stipulation #9) All or portions of this lease parcel are located in potential Indiana bat habitat. Surface disturbing activities that involve tree removal will be prohibited between May 1 and August 31 if suitable Indiana bat habitat is found to be present. This

stipulation may be waived if site-specific review of the proposal determines that suitable habitat is not present.

Stipulation #10) All or portions of this lease parcel are located within a 5-mile radius of Tippy Dam (Indiana bat hibernaculum). No surface occupancy will be permitted on all or portions of this lease for surface disturbing activities associated with site construction and/or oil and gas drilling between May 1 and October 20. This stipulation may be waived based on site-specific review of the proposal and identification of potential effects on the Indiana bat.

Stipulation #11) The North Country National Scenic Trail runs through all or portions of this lease parcel. No surface occupancy will be permitted for areas within 300 feet, measured at a perpendicular, from each side of the Trail. If site-specific examination determines that the North Country National Scenic Trail is not located on the lease parcel, this stipulation may be waived.

Stipulation #12) All or portions of this lease are located in an area of steep, fragile slopes. No surface occupancy is permitted on identified areas. This stipulation may be waived based on site-specific review of proposed location and soil types.

Stipulation #13) This parcel is located within the corridor of a Study Wild and Scenic River. No surface occupancy for oil and gas development will be permitted within this corridor.

Stipulation #14) All or portions of this lease are located near the River Road National Scenic Byway. No surface occupancy is permitted within 300 feet of the Byway.

Stipulation #15) All or portions of this lease are located in areas managed as Kirtland's warbler essential habitat. Surface location density restrictions as outlined below will apply in these areas:

Age of Essential Habitat	Maximum Development Density
0 to 25 years	1 surface location per 640 acres
26 to 40 years	1 surface location per 160 acres
Older than 40 years old	1 surface location per 640 acres

The priority for identifying surface locations are: 1) First priority will be stands (or inclusions of stands) that are not biologically appropriate for the development of breeding habitat for Kirtland's warbler, 2) Second priority will be stands within essential habitat that are greater than 26 years old, and 3) Third priority will be stands within essential habitat that are 0 to 25 years old. Exceptions may be granted through consultation with the Forest Service and the U.S. Fish and Wildlife Service.

No drilling, exploration, construction or maintenance involving the use of heavy equipment shall take place within one-half mile of or create noise greater than 85 decibels in occupied habitat, between May 1 and September 30. In occupied habitat, proven wells can be operated between October 1 and April 30, but between May 1 and September 30

only if they are flowing or operated by bottom-hole pump and 1) the product is transported by buried pipeline; 2) collection and storage facilities are located off essential habitat where reasonable; 3) noise from production operations will be less than 85 decibels at 100 feet, and 4) access is limited to routine monitoring of the well.

Stipulation #16) All or portions of this lease are located in an area designated as a Research Natural Area. No surface occupancy for oil and gas development is permitted in areas so designated.

Stipulation #17) All or portions of this lease are located in an area designated as a Candidate Research Natural Area. No surface occupancy for oil and gas development is permitted in areas so designated.

MONONGAHELA NATIONAL FOREST - WEST VIRGINIA

ES-060-04/08 WVES 55278 ACQ

West Virginia, Randolph County, Monongahela N.F.

Land in Dry Fork District, comprising part of US Tract M-21.

Beginning at Corner 2 of Tract 21b, also Corner to Tract 77 in line between Corners 12 and 13 of Tract M-21; then,

S15°43'W 106.98 chains(c) to Corner 13 of Tract M-21

S60°25'E 128.23c to Corner 14

N88°58'E 89.58c to Corner 15 on top of the Allegheny Mountain; then following along the top of the Allegheny Mountain with the probable line between Randolph and Pendleton Counties;

N54°08'E 5.17c

N53°33'E 3.98c

N41°49'E 3.89c

N31°07'E 1.93c

N43°47'E 2.56c

N30°30'E 3.33c

N08°36'E 20.80c

N09°00'E 5.90c

N44°48'E 19.79c

N45°11'E 4.16c

N26°40'E 4.76c

N25°46'E 4.65c

N13°48'E 6.43c

N00°34'E 4.74c

N02°04'E 3.52c to Corner 16 of Tract M-21; then leaving the top of the Allegheny Mountain through Tract M-21 by a new line; N68°30'E 299c to the beginning containing 2,477.9 acres, as shown on the map attached to and made a part of this description.

2,477.90 Acres

\$3,717.00 Rental

Subject to Forest Service Standard Lease Stipulations.

Special Notifications #1 and #22 apply to this parcel.

Lease Stipulations #2 and #9 apply to this parcel.

ES-061-04/08 WVES 55279 ACQ

West Virginia, Randolph County, Monongahela N.F.

Land in Dry Fork District, comprising part of US Tract M-21 containing 60.97 acres and 2,139.96 acres.

Beginning at Corner 12 of Tract M-21, also Corner 1 of Tract 77; then,

S15°43'W 39.79 chains(c) to Corner 1 of Tract 21b

N73°45'E 35.09c to Corner 9 of Tract M-21

N53°47'W 4.42c to Corner 10 of Tract M-21
 N25°20'W 12.86c to Corner 11 of Tract M-21
 N44°44'W 19.57c to the beginning containing 60.97 acres, as shown on the
 map attached to and made a part this description.
 Beginning at Corner 16 of Tract M-21 on top of Allegheny Mountain; then leaving the
 top of Allegheny Mountain and through Tract M-21 by a new line, the common boundary
 of a proposed lease.
 N68°30'W 229c to Corner 2 of Tract 21b; then with the common boundary
 of Tracts M-21 and Tract 21b
 N43°00'E 64.93c to Corner 9 of Tract M-21, then leaving the boundary of
 Tract 21b and continuing with the boundary of Tract M-21
 N39°21'E 19.81c to Corner 8
 N75°46'E 4.44c to Corner 7, a point in center of old creek bed; then
 meandering down the center of the South Prong of Red Creek
 N38°46'E 0.48c
 N02°08'E 2.18c
 N01°28'W 4.38c
 N42°18'E 1.45c
 N10°26'E 1.92c
 N21°45'W 4.75c
 N44°03'W 1.02c
 N10°20'W 2.78c
 N55°53'W 2.24c
 N37°06'W 2.88c
 N03°33'E 4.70c
 N29°42'W 5.68c
 N33°18'W 5.72c
 N22°06'W 0.24c to Corner 6, in the center of the creek; then leaving the
 creek
 N32°25'E 3.46c to a point between Corner 5 and Corner 6 in the edge of the
 Dolly Sods Wilderness Area 0.5c north of Forest Road 19; then with a line 0.5c north of
 and parallel to the centerline Forest Road 19 following the boundary of the Dolly Sods
 Wilderness Area
 Easterly about 256c to a point in the Randolph-Grant County line interior to
 Tract 226; then with the county line through Tract 226
 S27°E 7c to Corner 1 of Tract 226; also Corner 20A of Tract M-21;
 then leaving the boundary of Tract 226 and with the boundary of Tract M-21
 S67°58'E 13.07c to Corner 20 of Tract M-21; then continuing with the
 boundary of Tract M-21
 S50°16'W 7.55c
 S49°19'W 3.96c to Corner 19, the probable common corner of Pendleton and
 Grant Counties in a line of Randolph County ; then following the boundary of Tract
 M-21 and the probable line between Randolph and Pendleton Counties
 S30°32'W 3.48c
 S32°10'E 4.63c
 S01°18'W 5.28c

S24°33'W	7.99c
S10°00'E	5.32c to Corner 18
S27°00'W	2.44c
S82°51'W	7.18c
S39°50'W	2.02c
S38°34'W	2.54c
S51°19'W	16.87c
S31°43'W	7.93c
S00°50'W	16.86c
S33°44'W	5.15c
S04°18'E	9.82c
S09°05'W	3.05c to Corner 17
S41°33'W	8.15c
S10°29'W	3.08c
S25°45'W	1.62c
S00°20'E	9.93c
S21°22'W	23.69c
S54°18'W	10.15c
S48°07'W	5.35c to the beginning containing 2,139.96 acres as shown on the map attached to and made a part of this description.

2,200.93 Acres

\$3,301.50 Rental

Subject to Forest Service Standard Lease Stipulations.

Special Notification #1 applies to this parcel.

Lease Stipulation #2 applies to this parcel.

ES-062-04/08 WVES 55280 ACQ

West Virginia, Pendleton County, Monongahela N.F.

Tract 1070a.

361.38 Acres

\$543.00 Rental

Subject to Forest Service Standard Lease Stipulations.

Special Notification #1 applies to this parcel.

Lease Stipulation #2 applies to this parcel.

ES-063-04/08 WVES 55281 ACQ

West Virginia, Pendleton County, Monongahela N.F.

Tract 75A (4.5 ac.);

Tract 58A (603.9 ac.);

Tract 58A-I (425.6 ac.);

Tract 75 (219.2 ac.);

Tract 75B (41.9 ac.);

Tract 92 (618.82 ac.).

1,913.92 Acres

\$2,871.00 Rental

Subject to Forest Service Standard Lease Stipulations.

Special Notifications #1 and #22 apply to this parcel.
Lease Stipulation #9 applies to this parcel.

Oil and Gas Lease Stipulations/Notifications
Monongahela National Forest
West Virginia

The stipulations and notifications that follow implement the Monongahela National Forest Land and Resource Management Plan (September 2006).

Not every Forest Plan standard that applies to gas leasing and development is listed as a lease stipulation. Only those that delay operations on a leasehold for more than 60 days, or affect an area larger than 20 acres (contiguous) are listed, except for Special Notification #1 which applies to any operations within the Forest.

Special Notification #1

Operations under this lease will be consistent with the standards found in the Monongahela National Forest Land and Resources Management Plan (Forest Plan), as revised or amended, and are hereby incorporated into this lease in its entirety. Forest Plan standards include restrictions on location, timing and methodology of oil and gas lease operations, and requirements for special surveys that provide for protection of National Forest land and resources. A copy of the Monongahela National Forest Land and Resource Management Plan is available for inspection from:

U.S.D.A. Forest Service
200 Sycamore Street
Elkins, West Virginia 26241

Stipulation #2

The area shown on the attached map is designated Management Prescription 6.2 to be managed as a semi-primitive area without motorized uses. No surface occupancy or use will be permitted in Management Prescription 6.2 areas to protect the primary semi-primitive, non-motorized recreation objective for these areas.

Stipulation #3

The area shown on the attached map is designated Management Prescription 8.2, 8.4, or 8.5 which include National Natural Landmarks, ecological areas, research areas, and research natural area candidates. No surface occupancy or use will be permitted within these areas to protect the primary ecosystem preservation objective for these areas.

Stipulation #4

The area shown on the map is within a site dedicated to Forest Service or its permittees' administrative facilities, and no gas well sites will be permitted.

Stipulation #5

The area shown on the attached map is designated Management Prescription 8.1 (Spruce Knob-Seneca Rocks National Recreation Area), and is managed for semi-primitive, non-motorized recreation. No surface occupancy or use will be permitted.

Stipulation #6

Lands (approximately _____ acres) within the lease area are known to contain National Register of Historic Properties-eligible or unevaluated heritage resource site(s), and the site(s) will be avoided (no surface disturbance permitted), or other steps must be taken to mitigate the activities' effects.

Stipulation #7

The area shown on the attached map is underlain by medihemist (wet, organic) soil, which is not common in this region and are of scientific interest and value. No surface occupancy or use will be permitted in areas underlain by medihemist soil.

Stipulation #8

The area shown on the attached map contains wetlands, and no well sites will be permitted within a wetland or its buffer. Pipelines and roads will not generally be permitted within a wetland. If a wetland can not be avoided, pipeline and road construction may be allowed as long as the subsurface drainage patterns can be preserved and maintained. Any pipeline or road that would cross a wetland should cross in a way that minimizes total disturbance to the wetland. Any wetland habitat destroyed will be replaced or another wetland enhanced by an equal or greater amount of wetland.

Stipulation #9

The area shown on the attached map is designated Management Prescription 5.1, Recommended Wilderness. No surface occupancy or use will be permitted.

Stipulation #10

The area shown on the attached map is designated Management Prescription 8.3, Scenic Area. No surface occupancy or use will be permitted within Scenic Areas. No well sites will be permitted within 300 feet of a Scenic Area boundary. To mitigate potential safety hazards and user conflicts, no construction or gas drilling activities will be permitted within 500 feet of a scenic area during its season of use, approximately _____ to _____. Routine and emergency maintenance of gas developments will be permitted at any time.

Stipulation #11

The area shown on the attached map is dedicated to developed recreation. The following applies:

- No well sites will be permitted within or closer than 300 feet of the boundary of developed recreation sites. No new road construction will be permitted. Use of existing roads through developed recreation sites for routine and emergency maintenance of gas developments will be permitted at all times, but use of the road by construction, gas drilling and development traffic and vehicles will not be permitted during the primary recreation season, approximately _____ to _____.
- No gas pipelines will be permitted within developed recreation areas.
- In order to mitigate potential safety hazards and user conflicts, no construction or gas drilling activities will be permitted within 500 feet of developed recreation areas during the season of use, approximately _____ to _____. Routine and emergency maintenance of gas developments will be permitted at any time.

Stipulation #12

The area shown on the attached map receives concentrated recreation use, and construction, well drilling and development will not be permitted within designated concentrated use areas during the recreation use season, approximately _____ to _____. Routine and emergency maintenance of gas developments will be permitted at any time.

Stipulation #13

The area shown on the attached map is a designated Management Prescription 8.6, Grouse Management area, and is dedicated to the management of ruffed grouse for game.

No well drilling or construction will be permitted during grouse hunting season, approximately mid-October through February.

Stipulation #14

Lands (approximately ____ acres) within the lease area contain known populations of Federally-listed endangered plants. No surface occupancy or use will be permitted at locations containing Federally-listed endangered plants.

Stipulation #15

Lands (approximately _____acres) within the lease area contain known population (s) of Cheat Mountain salamander (Federally-listed threatened species), and no surface occupancy or use will be permitted within 300 feet of a Cheat Mountain salamander colony. Not all potential Cheat Mountain salamander habitat on the forest has been surveyed. Prior to conducting any soil disturbing or forest canopy reducing activity in potential Cheat Mountain salamander habitat, additional surveys may be required.

Stipulation #16

Lands (approximately _____ acres) within the lease area are in bald eagle (Federally-listed endangered species) nesting territory. Gas developments will be subject to the restrictions contained in the breeding area or nest management plan. At a minimum, no surface occupancy or use will be permitted within 1500 feet of a bald eagle nest.

Stipulation #17

Lands (approximately _____ acres) within the lease area are in active peregrine falcon (a U.S. Forest Service, Region 9, sensitive species) nesting territory and no surface occupancy or use will be permitted with 10 chains (660 feet) of a nest or hack site. Well drilling from 660 feet to 2640 feet of an occupied nest or hack site will not be permitted from February 1 through August 31.

Stipulation #18

Lands (approximately _____ acres) within the lease area contain habitat used by the Federally-listed endangered Virginia big eared bat. No surface occupancy or use will be permitted within 200 feet of hibernacula, maternity colonies, or bachelor colonies of Virginia big eared bats. Construction and drilling activities will not be permitted within ¼ mile of hibernacula or maternity colonies when they are occupied by Virginia big eared bats, approximately from _____ to _____ for winter

hibernacula, and from _____ to _____ for summer maternity colonies.

Stipulation #19

Lands (approximately _____ acres) within the lease area include areas in which limestone or rock units containing limestone are exposed. In these areas, prior to Forest Service approval of an operating plan, lessees will be required to conduct geophysical surveys or drill pilot holes prior to gas well drilling to establish the presence of caves below the drill site and within 350 feet of any proposed blasting involving greater than 20 pounds. Based upon findings, determine:

- 1) The appropriate well casing design to protect ground water or caves from contamination.
- 2) The acceptable distance and amount of charge that may be safely used if caves were found.

Well(s) will be moved if the findings indicate the potential for groundwater contamination or damage to caves.

Stipulation #20

The area shown on the attached map is within the ¼ mile corridor on each side of a river classified as an eligible wild or scenic river in the National Rivers Inventory (NRI), and no surface occupancy or disturbance will be permitted.

Special Notification #21

The streams listed contain important cold water fisheries. The following will apply to the channel buffers of perennial trout streams (stocked and native) during the period of October 1 to June 1:

- 1) Any earth disturbing activity exceeding 2 consecutive days from Oct. 1 to Jun 1 will only be initiated after consultation with a fisheries biologist.
- 2) Any earth disturbing activity permitted during this period will employ additional erosion control measures such as 1 ½ inches of mulch applied concurrently with the activity.

Special Notification #22

Lands (approximately _____ acres) within the lease area include suitable West Virginia northern flying squirrel (Federally-listed endangered species) habitat.

Consultation with the U.S. Fish and Wildlife Service (USFWS) is required prior to approval of operations within suitable WV northern flying squirrel habitat, with protection measures developed through consultation.

Special Notification #23

Lands (approximately _____ acres) within the lease area include habitat managed as primary range for the Indiana bat (Federally-listed endangered species). Consultation with the U.S. Fish and Wildlife Service (USFWS) is required prior to approval of operations. Gas development operations may be allowed when compatible with management objectives for Indiana bat.

Stipulation #24

Lands (approximately _____ acres) within the lease area contain hibernacula or key habitat areas used by the Indiana bat (Federally-listed endangered species). No surface occupancy or use will be permitted.

Stipulation #25

The area shown on the attached map is within the ¼ mile corridor on each side of a river classified as an eligible recreation river in the National Rivers Inventory (NRI). A suitability study must be completed prior to approving operations within the leasehold that may compromise the recreation value of the classified river segment.

Stipulation #26

For the purpose of compliance with the Order(s) of the District Court for the Northern District of California issued in *People of the State of California ex rel. Bill Lockyer, v. United States Department of Agriculture*, No. C05-03508 EDL consolidated with *The Wilderness Society v. United States Forest Service*, No. C05-04038 EDL (reinstating 36 CFR 294, Subpart B (2001) (Protection of Inventoried Roadless Areas) (hereinafter the “2001 Rule”)):

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

No new temporary roads, permanent roads, road construction or reconstruction (as defined in 36 CFR 294.11) may occur within the lands described below:

[legal description of land within IRA(s)]

This stipulation may be changed in accordance with BLM Manual 3101 and any other

applicable provisions. This stipulation will cease to apply in the event the District Court's Order reinstating the 2001 Rule is reversed, the 2001 Rule is set aside, or if the Forest Service determines that other events have caused the 2001 Rule to no longer be in effect or applicable to the lands within the leasehold.

USDA – FOREST SERVICE
STANDARD STIPULATIONS - LEASE
(FSM 2820)

Serial No.:
Lessee:

National Forest: Monongahela

The lessee is notified and agrees:

All work and any operations authorized under this lease shall be done according to an approved operating plan on file with the **Forest Supervisor at USDA Forest Service, 200 Sycamore Street, Elkins, West Virginia, 26241**. Plans generally require a minimum of 45 days for Forest Service review. Bureau of Land Management must also review and also approve.

Operating plan will contain information the Forest Officer determines reasonable for assessment of (1) public safety, (2) environmental damage, and (3) protection for surface resources. Content of such plans will vary according to location and type of activity and may contain:

1. Steps taken to provide public safety.
2. Location and extent of areas to be occupied during operations.
3. Operation methods including size and type of equipment.
4. Capacity, character, standards of construction and size of all structures and facilities to be built.
5. Location and size of areas where vegetation will be destroyed or soil lay bare.
6. Steps taken to prevent and control soil erosion.
7. Steps taken to prevent water pollution.
8. Character, amount, and time of use of explosives or fire, including safety precautions during their use.
9. Program proposed for rehabilitation and revegetation of disturbed land.

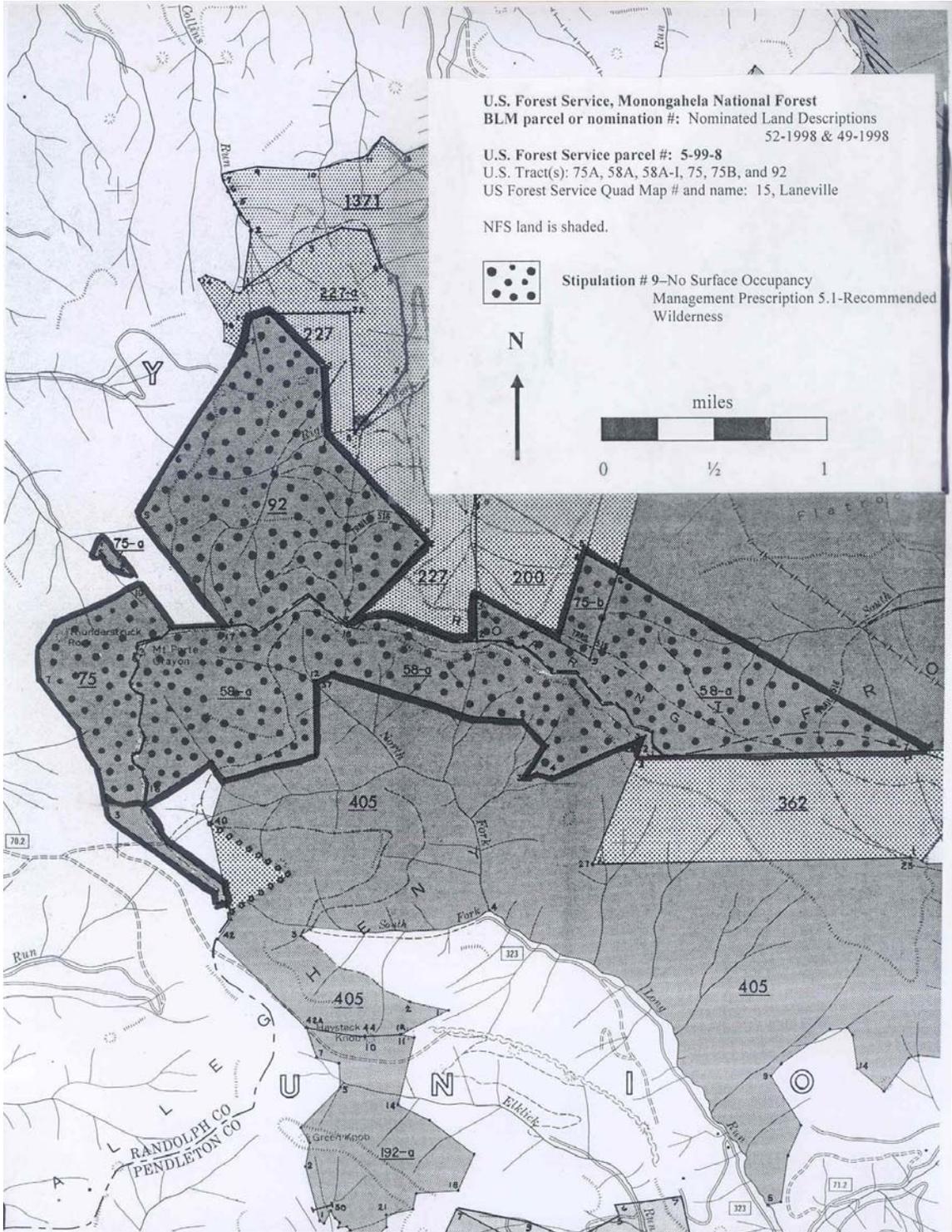
Copies of all permits obtained from State or Federal agencies pertaining to work might be required. Archeological studies, if required, will accompany plan.

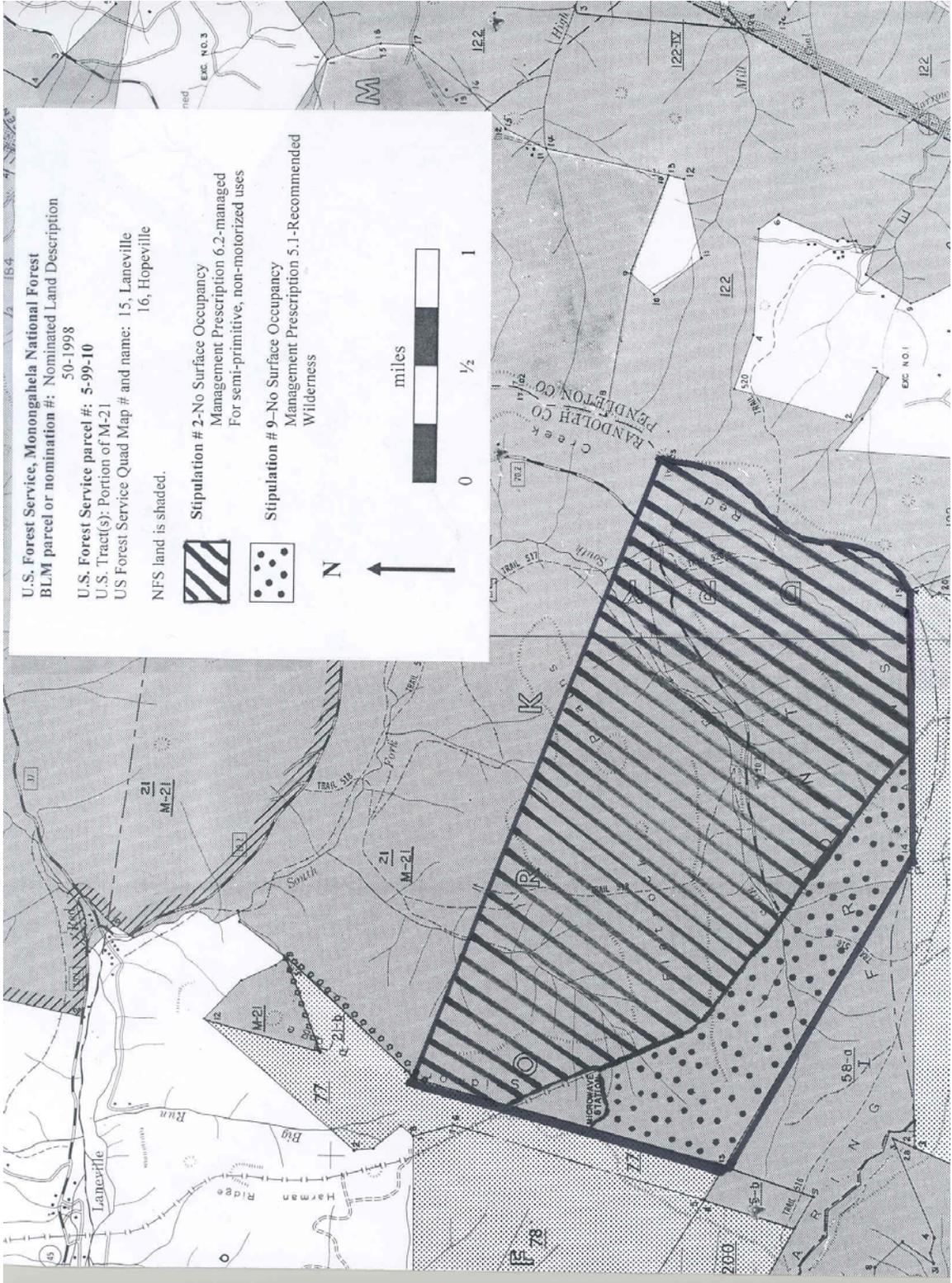
The Forest Supervisor or his/her designated agent has authority to temporarily suspend or modify operations in whole or in part due to emergency forest conditions such as high fire danger or other unsafe situations.

The lessee must keep the **District Ranger** informed about progress of operations to the extent reasonably necessary for assuring public safety. This is especially important with geophysical inventory and testing activities because of their mobile nature. The lessee will alert the **District Ranger** to circumstances which may affect safe and efficient conduct of work activities.

Terms of this lease are considered violated if not done according to these stipulations.

See Special Stipulations & Notifications
OIL AND GAS LEASE STIPULATIONS/NOTIFICATIONS
Monongahela National Forest, West Virginia





U.S. Forest Service, Monongahela National Forest
 BLM parcel or nomination #: Nominated Land Description
 50-1998
 U.S. Forest Service parcel #: 5-99-10
 U.S. Tract(s): Portion of M-21
 US Forest Service Quad Map # and name: 15, Laneville
 16, Hopeville
 NFS land is shaded.

Stipulation # 2—No Surface Occupancy
 Management Prescription 6.2-managed
 For semi-primitive, non-motorized uses

Stipulation # 9—No Surface Occupancy
 Management Prescription 5.1-Recommended
 Wilderness

N
 ←

0 1/2 1
 miles

