

**UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
Oregon State Office  
P.O. Box 2965  
Portland, OR 97208**

**In Reply Refer to:**  
3120(OR-958.2) P

July 10, 2003

EMS TRANSMISSION 07/10/2003  
Information Bulletin No. OR-2003-198

To: All District Managers

From: Chief, Branch of Realty and Records Services

Subject: Posting of Notice of Competitive Oil and Gas Lease Sale

DD: 7-25-03

Attached is the next Competitive Oil and Gas Lease Sale Notice of certain lands being offered in Washington on Thursday, September 11, 2003.

In accordance with the Oil and Gas Reform Act, the notice must be posted for public review in a prominent location in your office for at least 45 days prior to the sale. To meet this requirement, please post the notice by July 25, 2003.

**Districts with Unions** are reminded to notify their unions of this IB and satisfy any bargaining obligations before implementation. Your Servicing Personnel Office or Labor Relations Specialist can provide you assistance in this matter.

Signed by  
Robert D. DeViney, Jr.

Authenticated by  
Mary O'Leary  
Management Assistant

1 Attachment

1 - [Notice of Competitive Lease \(O&G\) Sale](#) (15 pp)

Distribution

Jay Douglas (WO-310,501 LS) - 1

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**UNITED STATES DEPARTMENT OF INTERIOR  
BUREAU OF LAND MANAGEMENT**

Oregon/Washington State Office  
P.O. Box 2965 (333 SW First Ave.)  
Portland, Oregon 97208  
[www.or.blm.gov](http://www.or.blm.gov)

# Notice of Competitive Lease Sale Oil and Gas

We are pleased to announce that we will offer for competitive sale certain Federal lands in the State of Washington for oil and gas leasing. This notice describes-

- The time and place of the sale;
- How to participate in the bidding process;
- The sale process;
- The conditions of the sale;
- How to file a noncompetitive offer after the sale; and
- How to file a presale noncompetitive offer.

Attached to this notice is a list of the lands we are offering by parcel number and description. We have referenced any special conditions or restrictions that will be made a part of the lease below each parcel.

## When and where will the sale take place?

**When:** The competitive oral sale will begin at 9:00 a.m. on Thursday, September 11, 2003. The sale room will open one-half hour earlier so you can get your bidding number.

**Where:** We will hold the sale in the Land Office at 333 SW First Ave., Portland, Oregon. There is metered parking on the street and pay-to-park lots in the area. Public transportation is an option.

**Access:** The sale room is accessible to persons with disabilities. If you need an auxiliary aid or service to participate in the sale, such as a sign language interpreter or materials in an alternate format, contact Donna Kauffman at (503) 808-6162, by September 2, 2003.

## How do I participate in the bidding process?

To participate in the bidding process, you must get a bidding number. You must display your bidding number to the auctioneer when you submit a bid.

Attachment 1-1

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## What is the sale process?

Starting at 9:00 a.m. on the day of the sale-

- The auctioneer will offer the parcels in the order they are shown in the attached list;
- All bids are on a per-acre basis for the entire acreage in the parcel;
- The successful bid is the highest oral bid equal to or exceeding the minimum acceptable bid; and
- The decision of the auctioneer is final.

The minimum bid BLM can accept is \$2 per acre. If a parcel contains fractional acreage, round it up to the next whole acre. For example, a parcel of 100.32 acres requires a minimum bid of \$202 (\$2 x 101 acres). After we have offered all the parcels, you may ask the auctioneer to re-offer any unsold parcels.

## 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 the Oregon State Office Land Office (Public Room) before the day of the sale. We will announce withdrawn parcels before beginning the sale. If we cancel the sale, we will notify you as soon as possible.
- **Payment due:** You cannot withdraw a bid. Your bid is a legal binding commitment to sign the bid form, accept the lease, and pay the money due on the day of the sale. You may pay immediately after the sale, or you can pay within one hour after the close of the sale at our Land Office on the 1<sup>st</sup> floor of the State Office.

If you are the successful high bidder on a parcel, the money due the day of the sale is the minimum bid of \$2 per acre, the first year's rent (\$1.50 per acre), and the administrative fee (\$75). You may pay the total due the day of the sale, or you may pay the balance of the bonus bid due by the close of business on September 25, 2003, which is the 10<sup>th</sup> working day following the sale. If you do not pay in full by this date, you lose 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.

- **Forms of payment:** You can pay by personal check, certified check, money order, or credit card (VISA, MasterCard, Discover, or American Express only). 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, we may ask that you give us a guaranteed payment, such as a certified check. If you pay by credit card and the transaction is refused, we will try to notify you early enough so that you can make other payment arrangements. However, we cannot grant you any extension of time to pay the money that is due the day of the sale.

Attachment 1-2

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- **Bid form:** On the day of the sale, if you are a successful bidder, you must give us a properly completed and signed competitive bid form (Form 3000-2, July 1991, or later edition) with your payment. This form is a legally binding offer by the prospective lessee to accept a lease and all its terms and conditions. Once the form is signed, you cannot change it. We will not accept any bid form that has information crossed out or is otherwise altered.

We recommend you get a copy of the bid form and complete all but the money part before the sale. You can fill out the money part at the sale. Your completed bid form certifies that:

(1) You and the prospective lessee are qualified to hold an oil and gas lease under our regulations at 43 CFR 3102.5-2; and

(2) You have complied with 18 U.S.C. 1860, a law that prohibits unlawful combinations, intimidation of, and collusion among bidders.

- **Lease Issuance:** After we receive the bid form and all the money due, we can issue the lease. Usually, a lease is effective the first day of the month following the month in which we sign it. If you want your lease to be effective the first day of the month in which we sign it, you must ask us in writing to do this. We have to receive your request before we sign the lease.
- **Lease terms:** A lease issued as a result of this sale will have a primary term of 10 years. It will continue beyond its primary term as long as oil or gas in paying quantities is produced on or for the benefit of the lease. Rental at \$1.50 per acre for the first 5 years (\$2 per acre after that) is due on or before the anniversary date each year until production begins. Once a lease is producing, you must pay a royalty of 12.5 percent on the production. You will find other lease terms on our standard lease form (Form 3100-11, October 1992 or later edition).

- **Stipulations:** Some parcels have special requirements or restrictions which are called stipulations. These are included with the parcel descriptions. Stipulations are part of the lease and supercede any inconsistent provisions of the lease form.

### **How do I file a noncompetitive offer after the sale?**

Lands that do not receive a bid are available on a first-come, first-served basis for a two-year period, beginning the day after the sale. If you want to file a noncompetitive offer on an unsold parcel, you must give us-

- An Offer to Lease Form properly completed and signed. (**Note: You may copy the lease form, but you must copy both sides on one page. If you copy the form on 2 pages or use an obsolete lease form, we will reject your offer. Any copy you make should be legible.**) Describe the lands in your offer as specified in our regulations at 43 CFR 3110.5, and;
- Your payment for the total of the \$75 filing fee and the advanced first year's rental (\$1.50 per acre). Remember to round up any fractional acreage when you calculate the amount of rental.

Attachment 1-3

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You may submit your offer the day of the sale after the sale is closed. However, we consider all offers filed the day of a sale and the first business day after it, for any of the unsold parcels, filed at the same time. If a parcel receives more than one offer, we will hold a drawing to pick the winner. A presale offer has priority over any offer filed after the sale. There were no presale offers filed for the lands in this notice.

### **How do I file a noncompetitive presale offer?**

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

- Are available, and;
- 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 we do not receive a bid for the parcel that contains the lands in your offer, it has priority over any offer for that parcel filed after the sale. Your presale offer is your consent to the terms and conditions of the lease, including any additional stipulations. If you want to file a presale offer, follow the directions listed for filing a noncompetitive offer after the sale.

### **How can I find out the results of this sale?**

We will post the sale results in the Oregon State Office Land Office (Public Room), and on our website. You can buy (\$5) a printed copy of the results list from the Land Office.

### **Who should I contact if I have a question?**

For more information, please contact Donna Kauffman at (503) 808-6162.

/s/ Sherrie L. Reid  
Chief, Realty Records Section

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PUBLIC LANDS  
WILLAMETTE MERIDIAN, WASHINGTON

PARCEL 9-11-03-1

MINIMUM ACCEPTABLE BID \$3,840.00

T. 14 N., R. 28 E.,

Sec. 12, E2;  
Sec. 22, SW;  
Sec. 24, All;  
Sec. 26, All;  
Sec. 28, NW.

Franklin County

1,920.00 acres

Subject to Stipulation 1, Lease Notices and Bureau of Reclamation Stipulation

PARCEL 9-11-03-2

MINIMUM ACCEPTABLE BID \$1,728.00

T. 15 N., R. 28 E.,

Sec. 4, Lot 3;  
Sec. 18, Lots 1, 2, E2NW;  
Sec. 20, S2N2, NESW, N2SE, SESE;  
Sec. 28, N2.

Adams County

863.79 acres

Subject to Lease Notices and Bureau of Reclamation Stipulation

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ACQUIRED LANDS  
WILLAMETTE MERIDIAN, WASHINGTON

PARCEL 9-11-03-3

MINIMUM ACCEPTABLE BID \$3,540.00

T. 14 N., R. 28 E.,

Sec. 1, Lots 1-4, S2N2, S2 (All);  
Sec. 2, Lot 4, SWNW, SW, and approx. 41.3 acres in the W2SE lying southerly of the following described line:  
Beginning at a point on the West line of said W2SE, which point bears North 00°26' East, 1820.4 feet from the south quarter corner of said Sec. 2 and running thence on a curve to the right with a radius of 286.5 feet for an arc distance of 95.3 feet (Tangent to the curve at said point of beginning is South 70°23'

East); thence South 51°19' East, 1048.8 feet; thence on a curve to the left with a radius of 286.5 feet for an arc distance of 155.1 feet; then South 82°20' East, 263.5 feet; thence on a curve to the right with a radius of 573.0 feet for an arc distance of 26.6 feet to the point of terminus, AND approx. 22.1 acres described as that portion of the SESE lying outside Irrigation Block 21, Columbia Basin Project, Washington, as shown on the Farm Unit Plat as recorded in Franklin County on February 10, 1959;

Sec. 11, N2, SW;

Sec. 12, Approx 221.8 acres described as all that portion of the NW lying southwesterly of the centerline of the WB3A Canal as shown on the First Revision to the Farm Unit Plat of Irrigation Block 21, Columbia Basin Project, Washington, as recorded in Franklin County on April 15, 1966, AND all that portion of the N2SW included within the following described tract of land: Beginning at the West quarter corner of said Sec. 12 and running thence South 00°04' West, 1120.1 feet along the west line of said Sec. 12; thence South 89°20' East, 2629.1 feet to a point on the East line of said N2SW; thence North 00°04' East, 1120.1 feet along the East line of said N2SW; thence North 89°20' West, 2629.1 feet to said point of beginning;

Sec. 13, E2SE;

Sec. 14, NWNE.

Franklin County 1,769.79 acres  
Subject to Lease Notices and Bureau of Reclamation Stipulation

Attachment 1-6

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ACQUIRED LANDS  
WILLAMETTE MERIDIAN, WASHINGTON

PARCEL 9-11-03-4  
MINIMUM ACCEPTABLE BID \$4,114.00

T. 14 N., R. 28 E.,  
Sec. 3, Lots 1-4, S2N2;  
Sec. 4, Lots 1, 2, S2N2, NWSW, SE, and Lots 3 and 4 excluding the north 30 feet thereof;  
Sec. 5, Lots 1, 2, S2N2, S2, and Lots 3 and 4 excluding the north 38 feet thereof;  
Sec. 6, S2NE, and Lots 1 and 2 excluding that part within highway right-of-way;  
Sec. 8, N2N2, SW, NWSE, N2SWSE.

Franklin County 2,056.91 acres  
Subject to Lease Notices and Bureau of Reclamation Stipulation

PARCEL 9-11-03-5  
MINIMUM ACCEPTABLE BID \$3,760.00

T. 14 N., R. 28 E.,  
Sec. 9, All;  
Sec. 10, S2;  
Sec. 15, All;  
Sec. 17, SE;  
Sec. 22, N2NW, SWNW.

Franklin County 1,880.00 acres  
Subject to Stipulation 2, Lease Notices and Bureau of Reclamation Stipulation

PARCEL 9-11-03-6  
MINIMUM ACCEPTABLE BID \$3,840.00

T. 14 N., R. 28 E.,  
Sec. 25, All;  
Sec. 35, All;  
Sec. 36, All.

Franklin County 1,920.00 acres  
Subject to Lease Notices and Bureau of Reclamation Stipulation

Attachment 1-7

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ACQUIRED LANDS  
WILLAMETTE MERIDIAN, WASHINGTON

PARCEL 9-11-03-7  
MINIMUM ACCEPTABLE BID \$4,038.00

T. 14 N., R. 28 E.,  
Sec. 27, All;  
Sec. 29, NENE, SE;  
Sec. 33, NE, NENW, S2NW, S2;  
Sec. 34, N2, SW, and approx. 98.8 acres described as all that portion of the SE included within the following described tract of land: Beginning at the southeast corner of said Sec. 34 and running thence North 89°54' West, 1348.4 feet along the South line of said Sec. 34 to a point on the right of way line of the WB10B Canal, said right of way line being on the left side of the centerline of said WB10B Canal as shown on Drawing No. 222-116-32190-7 of the Farm Unit plat of Irrigation Block 23, Columbia Basin Project, Washington, as recorded in Franklin County on July 18, 1961; thence along said right of way line as follows: North 00°30' East 272.2 feet; on a curve to the right with a radius of 173.2 feet for an arc distance of 165.2 feet; North 55°09' East 692.5 feet; on a curve to the left with a radius of 41.6 feet for an arc distance of 68.7 feet; North 39°27' West 1533.6 feet; on a curve to the left with a radius of 41.6 feet for an arc distance of 61.1 feet; South 56°21' West, 244.6 feet; on a curve to the right with a radius of 507.5 feet for an arc distance of 136.3 feet; South 71°44' West 506.6 feet; on a curve to the right with a radius of 507.5 feet for an arc distance of 103.4 feet to a point of intersection with the West line of said SE (tangent to curve from said point of intersection bears North 83°24'29" East) thence leaving said right of way line and running North 00°09' East 974.8 feet along said West line to the Northwest corner of said SE; thence South 89°46' East, 2635.8 feet along the north line of said SE to the East quarter corner of said Sec. 34; thence South 00°08' West, 2655.9 feet along the East line of said Sec. 34 to the point of beginning.

Franklin County 2,018.80 acres  
Subject to Stipulation 1, Lease Notices and Bureau of Reclamation Stipulation

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ACQUIRED LANDS  
WILLAMETTE MERIDIAN, WASHINGTON

PARCEL 9-11-03-8

MINIMUM ACCEPTABLE BID \$3,196.00

T. 15 N., R. 28 E.,

- Sec. 1, Approx. 3.7 acres in the SWSW described as a portion of Farm Unit 43, Irrigation Block 49, Columbia Basin Project, Washington, according to the Farm Unit Plat thereof as recorded in Adams County on February 7, 1952;
- Sec. 2, Lot 1, S2NE, SENW, and approx. 50 acres in the SW described as all that portion of Farm Unit 23, Irrigation Block 49, Columbia Basin Project, Washington, as shown on the Seventh Revision to the Farm Unit Plat as recorded in Adams County on September 1, 1959, southerly of the following described line: Beginning at a point on the East boundary line of said Farm Unit 23, which point bears South 00°21'10" East 300.0 feet from the northeast corner of said Farm Unit 23 and running thence South 72°07' West 1379.3 feet to the northeast corner of the S2NWSW of said Sec. 2; thence South 89°49' West 1315.2 feet along the North line of said S2NWSW to the northwest corner thereof, AND approx. 14 acres in the SE described as all those portions of Farm Units 10 and 43, Irrigation Block 49, according to said plat dated February 7, 1952;
- Sec. 11, Approx. 25.5 acres described as all that portion of Farm Unit 43, Irrigation Block 49, lying in the NE according to said plat dated February 7, 1952, AND approx. 17 acres described as all that portion of Farm Unit 24, Irrigation Block 49, lying in the NW according to said plat dated February 7, 1952;
- Sec. 12, NWNW, S2NW, S2, and approx. 113.4 acres described as all those portions of Farm Units 42 and 66, Irrigation Block 49, of said plat dated February 7, 1952, lying in the NE and NENW;
- Sec. 14, NWNE, W2, and approx. 24.3 acres described as all those portions of Farm Units 88, 103, and 133, Irrigation Block 49, of said plat dated February 7, 1952, lying in the SWNE and W2SE;
- Sec. 24, NW and approx. 30.8 acres in the NE described as all that portion of Farm Unit 130, Irrigation Block 49, Columbia Basin Project, Washington, as shown on the Eighth Revision to the Farm Unit Plat as recorded in Adams County on August 3, 1960, included within a tract of land described in a Warranty Deed dated July 19, 1962, AND approx. 62.6 acres in the NE, N2SE, described as all that portion of Farm Unit 131, Irrigation Block 49, according to the Eighth Revision of said Plat, AND approx. 3.3 acres in the SWNE described in Warranty Deed dated May 22, 1952, AND approx. 120.2 acres described as the SW excluding Farm Unit 134, Irrigation Block 49, according to said plat dated February 7, 1952, AND approx. 11 acres described as all that portion of Farm Unit 136, Irrigation Block 49, of said plat dated February 7, 1952, lying in the E2SE.

Adams County

1,597.63 acres

Subject to Stipulation 2, Lease Notices and Bureau of Reclamation Stipulation

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ACQUIRED LANDS  
WILLAMETTE MERIDIAN, WASHINGTON

PARCEL 9-11-03-9

MINIMUM ACCEPTABLE BID \$3,426.00

T. 15 N., R. 28 E.,

Sec. 3, Lots 1-4, S2N2, S2 (All);

Sec. 4, SWNE, SE, and approx. 124.5 acres described as all that portion of Farm Unit 13, Irrigation Block 49, Columbia Basin Project, Washington, according to the Second Revision to the Farm Unit Plat thereof as recorded in Adams County on August 25, 1954, lying and being in Lot 4, the S2NW, and the N2SW;

Sec. 5, Approx. 300 acres lying outside the Columbia National Wildlife Refuge;

Sec. 8, S2 and approx. 120 acres of the S2N2 lying north of the right of way of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company.

Adams County 1,712.08 acres

Subject to Lease Notices and Bureau of Reclamation Stipulation

PARCEL 9-11-03-10

MINIMUM ACCEPTABLE BID \$3,268.00

T. 15 N., R. 28 E.,

Sec. 9, All, excluding approx. 15 acres in the right of way of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company;

Sec. 10, SWNE;

Sec. 15, All;

Sec. 18, Approx. 8.7 acres described as all those portions of Farm Units 54 and 55, First Revision to Irrigation Block 49, Columbia Basin Project, Washington, according to the Farm Unit Plat thereof as recorded in Adams County on September 30, 1953, lying in the NE;

Sec. 22, E2.

Adams County 1,633.70 acres

Subject to Stipulation 2, Lease Notices and Bureau of Reclamation Stipulation

Attachment 1-10

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ACQUIRED LANDS  
WILLAMETTE MERIDIAN, WASHINGTON

PARCEL 9-11-03-11

MINIMUM ACCEPTABLE BID \$4,554.00

T. 15 N. R. 28 E.,

Sec. 20, W2SW, SESW;

Sec. 29, W2, SE, and approx. 74.79 acres described as all those portions of Water Delivery Units 8, 9, and 11, Irrigation Block 55, Columbia Basin Project, Washington, as shown on the Irrigation Block plat as recorded in Adams County on June 19, 1966, lying in the NE;

Sec. 30, Lots 1-4, E2, E2W2 (All);

Sec. 31, N2NE, SENE, SE;

Sec. 32, All.

Adams County 2,276.55 acres

Subject to Lease Notices and Bureau of Reclamation Stipulation

PARCEL 9-11-03-12

MINIMUM ACCEPTABLE BID \$4,766.00

T. 15 N., R. 28 E.,

Sec. 26, SE;

Sec. 28, S2;

Sec. 33, All;

Sec. 34, S2, and approx. 155 acres in the NW described as all those portions of Water Delivery Units 15 and 17, Irrigation Block 55, Columbia Basin Project, Washington, as shown on the Irrigation Block plat as recorded in Adams County on June 29, 1966, AND approx. 64 acres described as the W2NE excluding that portion lying in Irrigation Block 48, Columbia Basin Project, Washington, as shown on the Farm Unit Plat as recorded in Adams County on December 10, 1958;

Sec. 35, W2NW, SW, and approx. 3.2 acres in the SWSWSE as described in a Warranty Deed dated August 18, 1969;

Sec. 36, NE, S2.

Adams County 2,382.20 acres

Subject to Stipulation 2, Lease Notices and Bureau of Reclamation Stipulation

Total parcels:	12
Total acres:	22,031.45
Total number of parcels with presale offers:	0
Total acres with presale offers:	0.00

Attachment 1-11

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STIPULATION NO. 1

No surface occupancy or use is allowed on the lands below:\* For the purpose of:\*\* Any changes to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes:

PARCEL NO.	DESCRIPTION*	PURPOSE**
9-11-03-1	Sec. 28, NW.	Protect WB-10 Wildlife Refuge
	Sec. 24, All; Sec. 26, All.	Protect WB-10 Wildlife Management Area
9-11-03-7	Sec. 29, NENE.	Protect WB-10 Wildlife Refuge
	Sec. 27, All; Sec. 29, SE.	Protect WB-10 Wildlife Management Area

\*\*\*Waivers, Exceptions, and Modifications may be allowed in conjunction with the Bureau of Reclamation.

Attachment 1-12

**Raptor Nests**

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

**Waiver:** This stipulation can be waived when it can be shown that there are no active nests within the leasehold.

**Exception:** This stipulation can be excepted if it can be determined that the site-specific project will not affect occupation of the nest within the 800 meter buffer. A lesser distance can be authorized if it is determined by the Authorized Officer that the species of concern would not be affected. An exception may be granted for operations conducted on existing roads that have a high volume of traffic.

**Modification:** A portion or portions of the leased lands can be opened to activity if circumstances change and the nest is not occupied, or the activity can be modified in a way that will be less disruptive to the species. This stipulation can be expanded to cover additional portions of the lease if additional nests are found.

**Washington Ground Squirrel Colonies**

— Prohibition on oil and gas operations/activities, within 400 meters of Washington Ground Squirrel Colonies (year long).

**Waiver:** This stipulation can be waived when a wildlife inventory is conducted for Washington Ground Squirrels prior to any ground-disturbing activity and it can be determined that there are no active colonies/burrows within that portion of the leasehold with this stipulation.

**Exception:** This stipulation can be excepted if it can be determined that the site-specific project will not affect occupation of the colonies/burrows. A lesser distance can be authorized if it is determined by the Authorized Officer that the species of concern would not be affected. An exception may be granted for operations conducted on existing roads that have a high volume of traffic.

**Modification:** A portion or portions of the leased lands can be opened to activity if circumstances change and the burrow(s)/colony is not occupied, or the activity can be modified in a way that will be less disruptive to the species. This stipulation can be expanded to cover additional portions of the lease if additional burrows/colonies are found.

PARCEL NO.	DESCRIPTION	WILDLIFE
9-11-03-5	Sec. 9, All.	Raptor nests
9-11-03-8	Sec. 24, as described.	Washington Ground Squirrel
9-11-03-10	Sec. 15, All.	Washington Ground Squirrel
9-11-03-12	Sec. 33, All.	Raptor nests

Attachment 1-13

**Lease Notices:**

**Native American Grave Protection and Repatriation Act Notification**

Pursuant to 43 CFR 10.4(g) the holder of this authorization must notify the authorized officer, by telephone, with written confirmation, immediately upon the discovery of human remains, funerary items, sacred objects, or objects of cultural patrimony. Further, pursuant to 43 CFR 10.4(c) and (d), you must stop activities in the vicinity of the discovery and protect it for 30 days or until notified to proceed by the authorized officer.

**Endangered Species Act Section 7 Consultation Stipulation**

The lease area may now or hereafter contain plants, animals, or their habitats determined to be threatened, endangered, or other special status species. BLM may recommend modifications to exploration and development proposals to further its conservation and management objective to avoid BLM-approved activity that will contribute to a need to list such a species or their habitat. BLM may require modifications to or disapprove proposed activity that is likely to result in jeopardy to the continued existence of a proposed or listed threatened or endangered

species or result in the destruction or adverse modification of a designated or proposed critical habitat. BLM will not approve any ground-disturbing activity that may affect any such species or critical habitat until it completes its obligations under applicable requirements of the Endangered Species Act as amended, 16 U.S.C. §1531 et seq., including completion of any required procedure for conference or consultation.

**APPLIES TO ALL PARCELS**

Attachment 1-14

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

LEASE STIPULATIONS  
BUREAU OF RECLAMATION  
(Substitutes for Form 3109-1\*)

<p>All lands covered by this lease within the area of any Government Reclamation project, or in proximity thereto, the lessee shall take such precautions as required by the Secretary to prevent any injury to the lands susceptible to irrigation under such project or to the water supply thereof, PROVIDED, that drilling is prohibited on any constructed works or rights-of-way of the Bureau of Reclamation, and PROVIDED FURTHER, that there is reserved to the lessor, its successors and assigns, the superior and prior right at all times to construct, operate, and maintain dams, dikes, reservoirs, canals, wasteways, laterals, ditches, telephone and telegraph lines, electric transmission lines, roadways, appurtenant irrigation structures, and Reclamation works, in which construction, operation, and maintenance, the lessor, its successors and assigns, shall have the right to use any and all of the lands herein described without making compensation therefore, and shall not be responsible for any damage from the presence of water thereon or on account of ordinary, extraordinary, unexpected, or unprecedented floods. That nothing shall be done under this lease to increase the cost of, or interfere in any manner with the construction, operation, and maintenance of such works. It is agreed by the lessee that, if the construction of any or all of said dams, dikes, reservoirs, canals, wasteways, laterals, ditches, telephone or telegraph lines, electrical transmission lines, roadways, appurtenant irrigation structures or Reclamation works across, over, or upon said land should be made more expensive by reason of the existence of the improvements and workings of the lessee thereon, said additional expense is to be estimated by the Secretary of the Interior, whose estimate is to be final and binding upon the parties hereto, and that within thirty (30) days after demand is made upon the lessee for payment of any such sums, the lessee will make payment thereof to the United States, or its successors, constructing such dams, dikes, reservoirs, canals, wasteways, laterals, ditches, telephone and telegraph lines, electrical transmission lines, roadways, appurtenant irrigation structures, or Reclamation works, across, over, or upon said lands; PROVIDED, HOWEVER, that subject to advance written approval by the United States, the location and course of any improvements or works and appurtenances may be changed by the lessee; PROVIDED, FURTHER, that the reservations, agreements, and conditions contained in the within lease shall be and remain applicable notwithstanding</p>	<p>any change in the location or course of said improvements or works of the lessee. The lessee further agrees that the United States, its officers, agents, and employees, and its successors and assigns shall not be held liable for any damage to the improvements or workings of the lessee resulting from the construction, operation, and maintenance of any of the works hereinafter enumerated. Nothing in this paragraph shall be construed as in any manner limiting other reservations in favor of the United States contained in this lease.</p> <p>THE LESSEE FURTHER AGREES that there is reserved to the lessor, its successors and assigns, the prior right to use any of the lands herein leased, to construct, operate, and maintain dams, dikes, reservoirs, canals, wasteways, laterals, ditches, telephone and telegraph lines, electric transmission lines, roadways, or appurtenant irrigation structures, and also the right to remove construction material there from, without any payment made by the lessor or its successors for such right, with the agreement on the part of the lessee that if the construction of any or all of such dams, dikes, reservoirs, canals, wasteways, laterals, ditches, telephone and telegraph lines, electric transmission lines, roadways, or appurtenant irrigation structures across, over, or upon said lands or the removal of construction materials there from, would be made more expensive by reason of the existence of improvements or workings of the lessee thereon, such additional expense is to be estimated by the Secretary of the Interior, whose estimate is to be final and binding upon the parties hereto, and that with thirty (30) days after demand is made upon the lessee for payment of any such sums, the lessee will make payment thereof to the United States or its successors constructing such dams, dikes, reservoirs, canals, wasteways, laterals, ditches, telephone and telegraph lines, electric transmission lines, roadways, or appurtenant irrigation structures across, over, or upon said lands or removing construction materials there from. The lessee further agrees that the lessor, its officers, agents, shall not be held liable for any damage to the improvements or workings of the lessee resulting from the construction, operation, and maintenance of any of the works herein above enumerated. Nothing contained in this paragraph shall be construed as in any manner limiting other reservations in favor of the lessor contained in this lease.</p>
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\*Language substituted by the U.S. Bureau of Reclamation in lieu of BLM Form 3109-1 as stipulated in BLM's 1992 Resource Management Plan pages 119-121.

**APPLIES TO ALL PARCELS**

Attachment 1-15