

Bureau of  
Land  
Management  
Eastern  
States Office

*July 28, 2015*



Notice of  
Competitive  
Oil and Gas  
Lease Sale

Office Address:  
20 M Street, SE, Suite 950  
Washington, DC 20003

Sale Location:  
High Desert Conference  
Room, 4<sup>th</sup> Floor – 4017  
20 M Street, SE  
Washington, DC 20003



# United States Department of the Interior



## BUREAU OF LAND MANAGEMENT

Eastern States

20 M Street, SE Suite 950

Washington, DC 20003

<http://www.es.blm.gov>

April 29, 2015

### NOTICE OF COMPETITIVE LEASE SALE OIL AND GAS

In accordance with Federal Regulations 43 CFR Part 3120, the Eastern States Office is offering competitively 39 parcels containing 16,916.69 acres of Federal lands in *Arkansas* (2 parcels for 260.00 acres), *Louisiana* (3 parcels for 100.10 acres) and *Michigan* (34 parcels for 16,556.59 acres) for oil and gas leasing.

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.

Beginning on page 13, is a list of the lands we are offering. The lands are listed by state and described by parcel number and legal land description. Below each parcel we have included any stipulations, lease notices, special conditions, or restrictions that will be made a part of the lease at the time we issue it. We have also identified those parcels where the United States owns less than 100 percent interest in the oil and gas mineral rights; and those that have pending pre-sale noncompetitive offers to lease which will not be available for noncompetitive offers to lease if they receive no bid at the sale. For your convenience, we are also including copies of the stipulations, lease notices, etc. affecting the parcels in this sale notice.

#### **When and where will the sale take place?**

**When:** The competitive oral auction will begin at **11:00 a.m. on July 28, 2015**.  
The sale room will open at 10:00 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 (BLM-ES), High Desert Conference Room, 20 M Street, SE, Washington, DC 20003. BLM-ES is located

from WMATA's Green Line Station - Navy Yard-Ballpark exit. Limited street and paid 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 at (202) 912-7700 or at the mailing address on the letterhead of this Notice by **June 29, 2015**.

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

### **What is the sale process?**

Starting at 11:00 a.m. on the day of the sale:

- the auctioneer will offer the parcels in the order they are shown in the 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.

### **How do I participate in the bidding process?**

To participate in the Bureau of Land Management (BLM) bidding process, you must register and obtain a bidder number. If you are bidding for more than one party, you must register and obtain a separate bidder number for each company or individual you represent. The BLM will begin registering bidders at 10:00 a.m. on the day of the sale.

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

You will also be asked to sign a statement to confirm that any bid you cast will represent a good-faith intention to acquire an oil and gas lease and that you understand that any winning bid will constitute a legally binding commitment to accept the lease and pay monies owed. Further, you will acknowledge that you understand that it is a crime under 18 U.S.C. 1001 and 43 U.S.C. 1212 to knowingly and willfully make any false, fictitious, or fraudulent statements or representations regarding your qualifications; bidder registration and intent to bid; acceptance of a lease; or payment of monies owed; and that any such offense may result in a fine or imprisonment for not more than 5 years or both. You will also acknowledge that you understand that it is a crime under 30 U.S.C. 195 (a) and (b) to organize or participate in any scheme to defeat provisions of the mineral leasing regulations. Any person who knowingly violates this provision will be punished by a fine of not more than \$500,000, imprisonment for not more than 5 years, or both.

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

**-Federal acreage limitations:** Qualified individuals, associations, or corporations may only participate in a competitive lease sale and purchase Federal oil and gas leases from this office if such purchase will not result in exceeding the State limit of **246,080** acres of public domain lands and **246,080** acres of acquired lands (30 U.S.C. 184(d)). For the purpose of chargeable acreage limitations, you are charged with your proportionate share of the lease acreage holdings of partnerships or corporations in which you own an interest greater than 10 percent.

Lease acreage committed to a unit agreement or development contract that you hold, own or control is excluded from chargeability for acreage limitation purposes.

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

### **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 and on our website at: [http://www.blm.gov/es/st/en/prog/minerals/current\\_sales\\_and.html](http://www.blm.gov/es/st/en/prog/minerals/current_sales_and.html) . You may also get the number(s) of withdrawn parcels by contacting the Minerals Adjudication Team on (202) 912-7700. If there’s a need to cancel the sale, we will try to notify all interested parties in advance.

### **Inclement Weather**

In the event of hazardous weather, please tune in to local television or radio stations. Weather related or regional information may also be accessed via the Internet at [www.opm.gov](http://www.opm.gov). If there is a broadcast for Federal employees, BLM’s hours of operation will be affected.

The procedure for Oil and Gas Lease Sales scheduled on a business day with a 2-hour delay or if the office is closed for business, the BLM will proceed as follows:

1. In the event of a 2-hour delay, the doors to the BLM sale’s location will remain locked until 10:30a.m. The Oil and Gas Lease Sale will begin at 11:30 a.m. with registration starting at 10:30 a.m., please call for the recorded information on delays at (202) 912-7700.

2. In the event that the BLM office is closed for business on the day of an Oil and Gas Lease Sale, the Sale will be cancelled and rescheduled at a later date. Please call for recorded information on closures at (202) 912-7700.

Every effort will be made to post the information on delays or closed for business on the main entrance exterior doors of the building.

Your safety and the safety of our BLM employees is our major concern.

- **Payment due on the day of the sale:** Payment is due on the day of the sale. You cannot withdraw a bid. For each parcel you win, you must pay the minimum bonus bid of \$2 per acre or fraction of an acre, the first year's advance rental of \$1.50 per acre or fraction of an acre, and a non-refundable administrative fee of **\$155.00**. You must pay these monies by **4:30 p.m., July 28, 2015** at the sale site. Any remaining balance on the bonus bid is due by **August 11, 2015** (*10 business days after the sale*) at BLM-ES' Accounts Department.

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

- **Forms of payment:** You can pay by personal check, certified check, money order, or credit card (Visa, MasterCard, American Express, and Discover cards only). Cash is unacceptable. 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. If you pay by check, please make checks payable to: **Department of the Interior - BLM**. If a check you have sent to us in the past has been returned for "*insufficient funds*" we will require that you give us a guaranteed payment, such as a certified check.

**Effective June 1, 2015, BLM will not accept credit card or debit card payments to the Bureau for any amount equal to or greater than \$25,000 for any purpose. We also will not accept aggregate smaller amounts to bypass this requirement. We encourage you to make any payments of \$25,000 or more by Automated Clearing House (ACH).**

**How do I calculate my bonus bid for parcels where the U. S. only owns a fractional mineral interest?**

If the United States owns less than 100 percent of the oil and gas rights in a parcel, the parcel will reflect the percentage of interest the United States owns. You must calculate your bonus bid and advance rental payment on the **gross acreage in the parcel**. For example, if the U.S. owns 50 percent of the oil and gas in a 100.48 acre parcel, the minimum bid is \$202 (101 acres x \$2) and the advance rental due is \$151.50 (101 acres x \$1.50).

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

- **Terms 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. Advance rental at \$1.50 per acre or fraction of an acre for the first 5 years (\$2.00 per acre after that) is due on or before the anniversary date each year until production begins. 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, October 2008).
- **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.

The applicable Forest Service (FS) Environmental Impact Studies (EIS) describe stipulations for parcels located within the administrative boundary of the Forest Service units. The Geographic Information System (GIS) maps of the stipulations may be viewed at the following FS offices:

- The individual District Office identified in the stipulation listing included with this sale notice, or
  - The individual Forest Supervisor Office identified in the stipulation listing included with this sale notice, or
  - USDA Forest Service - Region 8, Room 792 South, Lands & Minerals, 1720 Peachtree Road, N.W., Atlanta, Georgia 30367 or
  - USDA Forest Service - Region 9, Gas Light Building, Suite 600, 626 E. Wisconsin Avenue, Milwaukee, WI 53202
- **Bid Form:** Successful bidders must submit a signed competitive lease bid form (Form 3000-2, July 2012) 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. Fillable bid forms are available online at: [http://www.blm.gov/es/st/en/prog/minerals/frequently\\_used\\_oil.html](http://www.blm.gov/es/st/en/prog/minerals/frequently_used_oil.html)
  - **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 submit an Expression of Interest (EOI)?

EOIs must be submitted with a complete legal land description. If your EOI contains lands not within a 6-mile square area, please configure the lands into the parcels as you would like to see them on a sale notice. Parcels will not exceed 2,560.00 acres on the sale notice, so if your EOI contains more than 2,560.00 acres and you have not configured or prioritized your parcels, BLM will parcel the lands, which may not agree with the parcel configuration you prefer.

**Please follow our suggested parceling package, so that we may efficiently process your request. Incomplete nomination packages or improperly packaged EOIs can cause huge delays in processing.**

- Exact locality information including state, county, meridian, township, range, section, and aliquot part or other appropriate specific land description such as lot number, tract number, or metes and bounds description.
- County plat map showing surface ownership and acreage with nominated parcel outlined on map and nominator must also provide proof of Federal mineral ownership (e.g. Deed(s), Patent(s) or other form of minerals interest conveyance to the United States).
- A shapefile(s) of the nominated area, if available.
- Split estate lands **must** provide the name, address and telephone number of the current private surface owner(s).
- Do not include lands with Federal surface ownership and lands with private surface and/or State owned surface ownership in the same EOI.
- Do not include parcels in different counties, townships, or ranges in the same EOI (unless the parcels are within 6 miles of one another).
- EOIs for public domain minerals shall not be made for more than 640 acres unless it is one contiguous piece of property with one surface owner or under the jurisdiction of one SMA. A nomination for public domain or acquired lands may not include more than 10,240 acres.
- BLM no longer requires submitters of EOIs to provide their name and address. You may still provide this information for contact purposes; however, the BLM will make this information available to the public. If you consider your name and address to be confidential, do not include it in your EOI.

Submit your EOI via e-mail to: [ES\\_EOI\\_Nominations@blm.gov](mailto:ES_EOI_Nominations@blm.gov)

Mail your EOI to:

Bureau of Land Management-Eastern States  
Attn: Minerals Adjudication Team (ES-934)  
20 M Street, SE, Suite 950  
Washington, DC 20003  
Fax: (202) 912-7186

**\*\*\*\*Note: The BLM no longer requires submitters of EOIs to provide their name or address. You may still provide this information for contact purposes; however, the BLM will make this information available to the public. If you consider your name and address to be confidential, do not include it in your EOI. The BLM will release all EOIs received after January 1, 2014, to the public. In an effort to improve transparency, each state office will make all new EOI submissions received on or after January 1, 2014, available to the public on each State's public website.\*\*\*\***

## **How do I file a noncompetitive over-the-counter 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 unsold parcel immediately after the sale or on the next business day, give us the items listed below under presale 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 in our Public Room to determine first priority.

## **How do I file a noncompetitive “pre-sale” offer?**

Per Federal Regulations 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 lease offer, you must send us --:

- A standard lease form (Form 3100-11, October 2008), which is properly filled out, as required by the regulations under 43 CFR 3110;
- the total amount of the first year’s rental in the amount of \$1.50 per acre or fraction thereof;
- and a non-refundable administrative fee in the amount of **\$405.00**.

**NOTE: You cannot file a “pre-sale” offer for any of the lands included in this Notice.**

## **Can I protest BLM’s decision to offer the lands in this Notice for lease?**

**Yes.** Under Federal Regulations 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:

- Protests must be filed within **30 calendar days of the posting date of the sale**. We must receive a protest no later than close of business on **May 29, 2015**. 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 at the address listed above or by fax. **You may not file a protest by electronic mail.** A protest filed by fax must be sent to **(202) 912-7186. 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 in 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 Federal 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.** 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.** 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 refunds of the bonus bid, rental 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 the BLM forms mentioned in this Notice?**

Form 3100-11 (October 2008), Offer to Lease and Lease for Oil and Gas, and Form 3000-2 (July 2012), Competitive Oil and Gas or Geothermal Resources Lease Bid may be downloaded from the following Forms Central web address: <http://www.blm.gov/noc/st/en/business/eForms.html>

**When is BLM-ES' next competitive sale date?**

The next sale is *tentatively* scheduled for September 17, 2015. We will notify the public in advance should this date change.

**Who should I contact if I have questions regarding this lease sale?**

For more information, please contact the Kemba K. Anderson-Artis, Supervisory Land Law Examiner at (202) 912-7733 or [kembaand@blm.gov](mailto:kembaand@blm.gov).

Marci L. Todd  
Acting State Director  
Eastern States Office

### **HOTEL INFORMATION**

Courtyard by Marriot  
140 L Street SE  
Washington, DC 20003  
(202) 479-0027  
[Marriott.com/wasny](http://Marriott.com/wasny)

Capitol Skyline Hotel  
10 I Street SW (at S. Capitol Street)  
Washington, DC 20024  
(202) 488-7500  
[capitolskyline.com](http://capitolskyline.com)

Mandarin Oriental  
1330 Maryland Ave. SW  
Washington, DC 20024  
(202) 554-8588  
[mandarinoriental.com](http://mandarinoriental.com)

Courtyard by Marriot Old Town\*  
2700 Eisenhower Ave.  
Alexandria, Virginia 22314  
(703) 329-2323  
[marriot.com/hotels/travel/wasal-courtyard-alexandria-old-townsouthwest](http://marriot.com/hotels/travel/wasal-courtyard-alexandria-old-townsouthwest)

\*Hotel shuttle to Metro. Must make a connection to the Green Line to arrive at the Navy Yard Metro stop nearest to the Lease Sale location at 20 M Street SE, High Desert Conference Room, Rm. 4017, Washington, DC 20003.

### **Directions to Bureau of Land Management Eastern States, 20 M Street SE**

From the South: I-395 N toward Washington (crossing into District of Columbia.) Stay straight to go onto I-695 S/Southwest Fwy N. Merge onto South Capitol St SW toward Nationals Park. Turn left onto M Street SW. Make a U-turn at Half Street SE onto M Street SE. 20 M Street SE is on the right.

From the Northwest: I-270 (Express) S becomes I-270 S / Washington National Pike S. Merge onto I-270 Spur S /Washington National Pike S toward I-495 S / Washington/Northern Virginia; this becomes I-495 S / Capital Beltway S (crossing into Virginia). Take the Geo Wash Mem Pkwy exit 43 toward Washington. Merge onto George Washington Memorial Pkwy S. (crossing into Virginia). Merge onto I-395 N toward Washington (crossing into District of Columbia). Stay straight to go onto I-695 S/Southwest Fwy N. Merge onto South Capitol St SW toward Nationals Park. Turn left onto M Street SW. Make a U-turn at Half Street SE onto M Street SE. 20 M Street SE is on the right.

From the Northeast: I-95 S toward Washington. Take the Baltimore Washington Pkwy S exit 22B toward South Washington. Merge onto MD-295 S (crossing into District of Columbia). This becomes DC-295 S. Exit toward I-695 /I-395 Capitol Hill. Take the M Street SE exit toward Navy Yard. Turn left onto M Street SE. 20 M Street is on right.

**Enhanced Bidder Registration Form**  
Bidder Registration Form  
Competitive Oil and Gas Lease Sale

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

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

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

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

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

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

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

\_\_\_\_\_  
Bidder Number (leave blank)

Lessee Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Bidder Name: \_\_\_\_\_ Phone number: \_\_\_\_\_  
(including area code)

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**For BLM Use Only: Type of identification:** \_\_\_\_\_

## NOTICE TO LESSEE

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

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

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

## ***Arkansas***

### ***State Owned Surface, Federal Minerals***

**ES-001-07/15 ARES 058034 ACQ \*ARES 33751 (Presale Offer)**

Arkansas, Nevada County, Poison Springs State Forest (PSSF)

T11S, R20W, 5<sup>th</sup> Principal Meridian

Sec. 13, S2S2SESW;

Sec. 21, N2N2SESE.

20.00 Acres

\$30.00 Rental

Subject to:

BLM Stipulations for Cultural Resources and Tribal Consultation, Endangered Species, and Sensitive Plant Species

BLM Lease Notices/Best Management Practices for Migratory Birds and Federally Listed Wildlife, Perching and Nesting Birds and Bats, Invasive and Non-Native Plant Species and Pesticide Application

Arkansas Forestry Commission Poison Springs State Forest Surface Restriction Stipulations  
**EOI #1185**

**ES-002-07/15 ARES 058035 ACQ \*ARES 33750 (Presale Offer)**

Arkansas, Nevada County, Poison Springs State Forest (PSSF)

T13S, R20W, 5<sup>th</sup> Principal Meridian

Sec. 14, W2NWNE, E2NW;

Sec. 24, S2SWNE, N2SW, NWSE.

240.00 Acres

\$360.00 Rental

Subject to:

BLM Stipulations for Cultural Resources and Tribal Consultation, Endangered Species, and Sensitive Plant Species

BLM Lease Notices/Best Management Practices for Migratory Birds and Federally Listed Wildlife, Perching and Nesting Birds and Bats, Invasive and Non-Native Plant Species and Pesticide Application

Arkansas Forestry Commission Poison Springs State Forest Surface Restriction Stipulations  
**EOI #1184**

## ***Louisiana***

### ***Private Surface, Federal Minerals***

**ES-003-07/15 LAES 058036 PD**

Louisiana, Caddo Parish, BLM

T16N, R13W, Louisiana Meridian

Sec. 8, SWSE.

40.24 Acres

\$61.50 Rental

Subject to:



BLM Stipulations for Cultural Resources and Tribal Consultation, Endangered Species, Sensitive Plant Species and Freshwater Aquatic Habitat

BLM Lease Notices/Best Management Practices for Migratory Birds and Federally Listed Wildlife, Perching and Nesting Birds and Bats, Invasive and Non-Native Plant Species, Pesticide Application and Produced Water Disposal

**EOI #761 and #2129**

The lands described above are fully committed to Communitization Agreement (CA) LAES 56524; approved February 3, 2015, effective October 25, 2010.

*Parcel Number ES-003-07/15 MIES 00000 PD is fully committed to CA LAES 56524. The Communitization Agreement operator is **BHP Billiton Petroleum (TXLA Operating) Company**, 1360 Post Oak Boulevard, Houston, Texas 77056.*

*In accordance with the regulations in 43 CFR 3101.3-1, the successful bidder is required to file evidence of having entered into an agreement with the unit (CA) operator for the development and operation of the subject lands under the terms and provisions of the approved Communitization Agreement.*

*The successful bidder should immediately contact the Operator. In order to join the CA, the operator will give instructions about executing copies of the joinder agreement. Five duplicate originally signed copies of the joinder agreement must be furnished to: Bureau of Land Management - Eastern States; 20 M Street, SE, Suite 950, Washington, DC 20003 within 60 business days of the sale date, October 20, 2015. If more time is required, you must request an extension of time in which to comply. If not submitted within the time allowed, your bid may be subject to rejection.*

**ES-004-07/15 LAES 058037 PD**

Louisiana, Caddo Parish, BLM  
T22N, R15W, Louisiana Meridian  
Sec. 28, SESE.

39.98 Acres

\$61.50 Rental

Subject to:

BLM Stipulations for Cultural Resources and Tribal Consultation, Endangered Species, Sensitive Plant Species and Freshwater Aquatic Habitat

BLM Lease Notices/Best Management Practices for Migratory Birds and Federally Listed Wildlife, Perching and Nesting Birds and Bats, Invasive and Non-Native Plant Species, Pesticide Application and Produced Water Disposal

**EOI #1832**

**ES-005-07/15 LAES 058038 PD**

Louisiana, St. Mary Parish, BLM  
T16S, R13E, Louisiana Meridian  
Sec. 23, Lots 7 and 8.

19.88 Acres

\$30.00 Rental

Subject to:

BLM Stipulations for Cultural Resources and Tribal Consultation, Endangered Species, Sensitive Plant Species and Freshwater Aquatic Habitat  
BLM Lease Notices/Best Management Practices for Migratory Birds and Federally Listed Wildlife, Perching and Nesting Birds and Bats, Invasive and Non-Native Plant Species, Pesticide Application and Produced Water Disposal  
**EOI #1734**

***J wt qp/Manistee National Forest, Michigan***

***Public Domain Minerals***

**ES-006-07/15 MIES 058239 PD**

Michigan, Newaygo County, Huron-Manistee N.F.

T14N, R13W, Michigan Meridian

Sec. 6, NWNW.

39.30 Acres

\$60.00 Rental

Subject to:

Forest Service Standard Lease Stipulations.

Lease Notices #1, #2, #3, #5, #6 and #10 applies to all lands.

Lease Stipulations #1, #2 or #3 (No Surface Occupancy)

applies to Sec. 6, NWNWNW, Pt. SWNWNW and Pt. NENWNW.

**EOI #861**

**ES-007-07/15 MIES 058040 PD**

Michigan, Newaygo County, Huron-Manistee N.F.

T16N, R14W, Michigan Meridian

Sec. 10, SENE.

35.31 Acres

\$54.00 Rental

Subject to:

Forest Service Standard Lease Stipulations.

Lease Notices #1, #2, #3, #4, #5, #6 and #10 applies to all lands.

**EOI #861**

***Acquired Minerals***

**ES-008-07/15 MIES 058041 ACQ**

Michigan, Newaygo County, Huron-Manistee N.F. **\*MIES 049319 (Presale Offer)**

T14N, R11W, Michigan Meridian

Sec. 20, E2SW;

Sec. 21, E2SE.

160.00 Acres

\$240.00 Rental

Subject to:

Forest Service Standard Lease Stipulations.

Lease Notices #1, #2, #3 applies to all lands.  
Lease Stipulation #2 (No Surface Occupancy) applies to  
Sec. 20, Pt. W2W2E2SW.

***EOI #072***

**ES-009-07/15 MIES 058042 ACQ**

Michigan, Lake County, Huron-Manistee N.F.  
T20N, R11W, Michigan Meridian  
Sec. 8, E2SW;  
Sec. 16, N2NW, N2NE, SENE, E2SE, SWSE;  
Sec. 23, S2NE.

480.00 Acres

\$720.00 Rental

Subject to:

Forest Service Standard Lease Stipulations.

Lease Notices #1, #2 and #3.

Lease Notice #5 applies to Sec. 23, S2NE.

Lease Notice #7 applies to Sec. 23.

Lease Stipulation #1 (No Surface Occupancy) applies to  
Sec. 16, NENE, NESE, SWSE.

***EOIs #626 and #892***

**ES-010-07/15 MIES 058043 ACQ**

Michigan, Newaygo County, Huron-Manistee N.F.  
T14N, R12W, Michigan Meridian  
Sec. 6, NWNE;  
Sec. 7, All;  
Sec. 18, NWNE, NENW.

760.00 Acres

\$1,140.00 Rental

Subject to:

Forest Service Standard Lease Stipulations.

Lease Notices #1, #2, #3 and #10 applies to all lands.

Lease Stipulations #1 or #2 (No Surface Occupancy) applies  
to T14N, R12W, Sec. 7, Pt. W2SE, Pt. SESE, Pt. SENW;

***EOI #861***

**ES-011-07/15 MIES 058044 ACQ**

Michigan, Newaygo County, Huron-Manistee N.F.  
T15N, R12W, Michigan Meridian  
Sec. 4, S2SW;  
Sec. 8, S2NE;  
Sec. 16, N2NW, E3/4SENW, E2S'W, SESE;  
Sec. 17, E2SW;  
Sec. 20, SENE, NESE;  
Sec. 21, NWSW, SWNW, NENW, SWNE.

710.00 Acres  
\$1,065.00 Rental

Subject to:

Forest Service Standard Lease Stipulations.

Lease Notices #1, #2, #3, #5 and #10 applies to all lands.

Lease Notice #6 applies to Sec. 21.

Lease Stipulations #1, #2 or #3 (No Surface Occupancy) applies to Sec. 4, S2SW, Sec. 8, S2NE, Sec. 16, Pt. NWNW.

Lease Stipulation #21 (No Surface Occupancy) applies to Sec. 8, W2S2NE (occupied Karner blue butterfly habitat).

***EOI #861***

**ES-012-07/15 MIES 058045 ACQ**

Michigan, Newaygo County, Huron-Manistee N.F.

T15N, R12W, Michigan Meridian

Sec. 30, E2NE;

Sec. 31, NE;

Sec. 32, N2NW exc. NWNENW, SW, S2SESE.

490.00 Acres

\$1,110.00 Rental

Subject to:

Forest Service Standard Lease Stipulations.

Lease Notices #1, #2, #3, #5 and #10 applies to all lands.

Lease Stipulation #2 (No Surface Occupancy) applies to T15N, R12W, Sec. 30, E2NE, Sec. 32, S2SESE.

Lease Stipulation #17 (No Surface Occupancy) applies to T15N, R12W, Sec. 31, NE (Loon Lake Candidate Research Natural Area).

***EOI #861***

**ES-013-07/15 MIES 058046 ACQ**

Michigan, Newaygo County, Huron-Manistee N.F.

T 14 N, R13W, Michigan Meridian

Sec. 1, Part of entire section exc. 100' wide Pere Marquette RR R/W containing 9.4 acres;

Sec. 2, Part of NE exc. 4.6875 ac. in NW corner of SWNE. Also exc. 100' wide Pere Marquette RR R/W containing 4.27 acres;

Sec. 12, NE, E4NW exc. Pere Marquette RR R/W, Pt. SE lying E of PMRR, W3/4NW.

1,131.16 Acres

\$1,698.00 Rental

Subject to:

Forest Service Standard Lease Stipulations.

Lease Notices #1, #2, #3 and #10 applies to all lands.

Lease Notices #4 and #5 applies to T14N, R13W, Sec. 1, Pt. W2, Sec. 2, all lands.

Lease Notice #7 applies to T14N, R13W, Sec. 1, Pt. W2.  
Lease Stipulations #1 or #2 (No Surface Occupancy) applies to T14N, R13W, Sec. 1, NW, W2NE.  
Lease Stipulation #23 (No Surface Occupancy) applies to T14N, R13W, Sec. 2, Pt. NE (Loda Lake Wildflower Sanctuary).  
**EOI #861**

**ES-014-07/15 MIES 058047 ACQ**

Michigan, Newaygo County, Huron-Manistee N.F.  
T14N, R13W, Michigan Meridian  
Sec. 6, SESW;  
Sec. 7, NWNE.  
80.00 Acres  
\$120.00 Rental  
Subject to:  
Forest Service Standard Lease Stipulations.  
Lease Notices #1, #2, #3, #5 and #10 applies to all lands.  
Lease Notice #4 applies to T14N, R13W, Sec. 7, NWNE.  
Lease Notice #6 applies to T14N, R13W, Sec. 6.  
Lease Stipulations #1, #2 or #3 (No Surface Occupancy) applies to T14N, R13W, Sec. 6, N2SESW; Sec. 7, Pt. N2NWNE.  
**EOI #861**

**ES-015-07/15 MIES 058048 ACQ**

Michigan, Newaygo County, Huron-Manistee N.F.  
T15N, R13W, Michigan Meridian  
Sec. 25, N2NE;  
Sec. 26, NWNE, E2NW, N 30 ac. SE, N2S2S2SE.  
739.73 Acres  
\$375.00 Rental  
Subject to:  
Forest Service Standard Lease Stipulations.  
Lease Notices #1, #2, #3, #5 and #10 applies to all lands.  
Lease Notice #6 applies to T15N, R13W, Sec. 25.  
Lease Stipulation #21(No Surface Occupancy) applies to T15N, R13W, Sec. 26, all lands (occupied Karner Blue Butterfly Habitat).  
**EOI #861**

**ES-016-07/15 MIES 058049 ACQ**

Michigan, Newaygo County, Huron-Manistee N.F.  
T15N, R13W, Michigan Meridian  
Sec.30, W2NW.  
80.00 Acres  
\$120.00 Rental

Subject to:

Forest Service Standard Lease Stipulations.

Lease Notices #1, #2, #3, and #10 applies to all lands..

Lease Stipulations #1 or #2 (No Surface Occupancy) applies to all lands except Sec. 26, S2S2SW; Sec. 35, S2NW, Sec. 34.

***EOI #861***

**ES-017-07/25 MIES 058050 ACQ**

Michigan, Newaygo County, Huron-Manistee N.F.

T16N, R13W, Michigan Meridian

Sec. 24, SESWNENW, S2SEENENW, W2NWNENW,

NWSWNENW, NWNW, N2S2NW, S2SW, SE;

Sec. 25, All;

Sec. 36, NWSW, SESE.

1,059.92 Acres

\$1,590.00 Rental

Subject to:

Forest Service Standard Lease Stipulations.

Lease Notices #1, #2, #3 and #10 applies to all lands.

Lease Notice #5 applies to Sec. 25, Pt. E2NE.

Lease Stipulation #2 (No Surface Occupancy) applies to

Sec. 24, SESWNENW, S2SEENENW, NESEENW.

Lease Stipulation #21 (No Surface Occupancy) applies to

Sec. 36, SESE.

***EOI #861***

**ES-018-07/15 MIES 058051 ACQ**

Michigan, Newaygo County, Huron-Manistee N.F.

T16N, R13W, Michigan Meridian

Sec. 27, Pt. E2SWSW;

Sec. 34, SWNE, NENW, NESW, N2SE, Pt. S2NW exc. 2.98

acres in PMRR, Pt. NWNW lying E of E line of PMRR R/W,

SESW, SWSE.

392.65 Acres

\$589.50 Rental

Subject to:

Forest Service Standard Lease Stipulations.

Lease Notices #1, #2, #3 and #10 applies to all lands.

Lease Stipulation #1 or #2 (No Surface Occupancy) applies

to entire parcel except Sec.27, S2 of Pt. E2SWSW; Sec.34,

E2NESE, SWSE, NWNESE, Pt. SWNW and Pt. NWNW lying

east of PMRR.

***EOI #861***



**ES-019-07/15 MIES 058052 ACQ**

Michigan, Newaygo County, Huron-Manistee N.F.

T16N, R13W, Michigan Meridian

Sec. 15, E2SE, W2NW;

Sec. 16, 52;

Sec. 17, SESW, S2SE;

Sec. 19, NESE;

Sec. 20, N2, W2SW.

962.32 Acres

\$1,444.50 Rental

Subject to:

Forest Service Standard Lease Stipulations.

Lease Notices #1, #2, #3 and #10 applies to all lands.

Lease Notice #5 applies to Sec. 16.

Lease Notice #6 applies to Sec. 15.

Lease Stipulations #1, #2, #3, #11 or #19 (No Surface

Occupancy) applies to Sec. 16, Pt. SE south of Roosevelt Dr;

Sec. 17, all; Sec. 19, all; Sec.20, all.

Lease Stipulation #4 (Occupancy only along existing roads)

applies to Sec. 16, Pt. SW south of Roosevelt Dr.

***EOI #861***

**ES-020-07/15 MIES 058053 ACQ**

Michigan, Newaygo County, Huron-Manistee N.F.

T16N, R13W, Michigan Meridian

Sec. 29, NWNW, SW, SESE;

Sec. 30, NWSW, E2SE;

Sec. 31, Pt. of Entire Section, exc. a strip 66' wide containing

9.52 ac. running across NWNW, S2NW, NESW, S2SE & SESE

884.68 Acres

\$1,327.50 Rental

Subject to:

Forest Service Standard Lease Stipulations.

Lease Notices #1, #2, #3 and #10 applies to all lands.

Lease Notice #5 applies to Sec. 3 1, Pt. S2NW south of 13 Mile Rd.

Lease Notice #6 applies to Sec. 31.

Lease Stipulations #1, #2, #3, #11 or #19 (No Surface

Occupancy) applies to Sec. 29, all; Sec. 30, SESE, E2NESE,

NWSW; Sec. 31, S2, entire N2 except Pt. S2NW S. of 13 Mile Rd.

Lease Stipulation #4 applies to Sec. 30, W2NESE.

Lease Stipulation #22 applies to Sec. 30, Pt. W2NESE east of FSR 5311.

Lease Stipulations #5, #6, and #7 applies to Sec. 30, Pt. W2NESE west of FSR 5311.

***EOI #861***

**ES-021-07/15 MIES 058054 ACQ**

Michigan, Lake County, Huron-Manistee N.F.  
T19N, R13W, Michigan Meridian  
Sec. 17, W2NENWNW, Pt. N2SWNW N. of RR, Pt.  
N2SWNW S. of RR exc. strip 2 rods wide on W boundary and  
strip 30' wide on E boundary, SWSENW;  
Sec. 18, N2NE.  
110.64 Acres  
\$166.50 Rental  
Subject to:  
Forest Service Standard Lease Stipulations.  
Lease Notices #1, #2, #3, #4, #5 and #6.  
**EOI #1605**

**ES-022-07/15 MIES 058055 ACQ**

Michigan, Newaygo County, Huron-Manistee N.F.  
T14N, R14W, Michigan Meridian  
Sec. 1, S2SENE, NESE, S2SE;  
Sec. 3, Part Lot 5 exc. N 79 rods of W 60 rods;  
Sec. 10, SENW;  
Sec. 11, Pt. of N2SENE exc. 1 ac., S2SE, NESW, SESW exc. 5 ac. off  
W side 80 rods N&S and 10 rods wide;  
Sec. 12, SENW, W2NW, S2SW, NE, NENW, N2SW, W2SE.  
936.81 Acres  
\$1,405.50 Rental  
Subject to:  
Forest Service Standard Lease Stipulations.  
Lease Notices #1, #2, #3, #5 and #10 applies to all lands.  
Lease Stipulations #1, #2 or #3 (No Surface Occupancy)  
applies to T14N, R14W, Sec. 1, S2SENE, W2NESE,  
NENESE, SWSE, E2SESE; Sec. 3, all lands; Sec. 11, all lands  
except Pt. E2N2SENE exc. 1 ac.; Sec. 12, NE except  
W2SENE, E2SWNE, W2, W2W2SE.  
**EOI #861**

**ES-023-07/15 MIES 058056 ACQ**

Michigan, Newaygo County, Huron-Manistee N.F.  
T15N, R14W, Michigan Meridian  
Sec. 2, NWNW, S2NW, N2SW, Pt. N2S2SW lying W of So.  
Branch of Pere Marquette River;  
Sec. 3, N2NE, W2;  
Sec. 11, S2NE;  
Sec. 12, SWNE.  
737.11 Acres  
\$1,107.00 Rental  
Subject to:

Forest Service Standard Lease Stipulations.  
Lease Stipulations #1, #2, #3 or #12 (No Surface  
Occupancy) applies to all lands.

**EOI #861**

**ES-024-07/15 MIES 058057 ACQ**

Michigan, Newaygo County, Huron-Manistee N.F.  
T15N, R14W, Michigan Meridian  
Sec. 13, NENE, E2SW;  
Sec. 14, S2S2NE, S2SE;  
Sec. 16, S2NE.

320.00 Acres

\$480.00 Rental

Subject to:

Forest Service Standard Lease Stipulations.

Lease Notices #1, #2, #3, #5, and #10 applies to all lands.

Lease Notice #6 applies to Sec. 14.

Lease Notice #9 applies to Sec. 13, NESW.

Lease Stipulations #1, #2 #3 or #12 (No Surface Occupancy)  
applies to Sec. 13, SESW, NENE; Sec. 14, S2SE,  
SWSWNE; Sec. 16, S2NE.

**EOI #861**

**ES-025-07/15 MIES 058058 ACQ**

Michigan, Newaygo County, Huron-Manistee N.F.  
T15N, R14W, Michigan Meridian  
Sec.23, W2NE, E2NENW, E2SE, E2SW, N2SE, SESE;  
Sec.24, W2SWSW, Pt. E2SW (all lying north of centerline of  
county road), N2NE.

484.85 Acres

\$727.50 Rental

Subject to:

Forest Service Standard Lease Stipulations.

Lease Notices #1, #2,#3,#5, and #10 applies to all lands.

Lease Stipulations #1, #2 or #3 (No Surface Occupancy)  
applies to all lands except Sec.24, Pt. E2SW exc. Pt.

W2N2E2SW.

**EOI #861**

**ES-026-07/15 MIES 058059 ACQ**

Michigan, Newaygo County, Huron-Manistee N.F.  
T15N, R14W, Michigan Meridian  
Sec. 25, NWNE, S2NE, SENW, SESW, SE;  
Sec. 26, SENE, NESE, S2SE, S2SW, NWSE;  
Sec. 34, N2NE;

Sec. 35, S2NW, S2NE, 52 of Lot 1;

Sec. 36, NW, N2SW.

1,129.91Acres  
\$1,695.00 Rental  
Subject to:  
Forest Service Standard Lease Stipulations.  
Lease Notices #1, #2, #3 and #10 applies to all lands.  
Lease Notice #5 applies to all lands in Sec. 25, Sec. 26, Sec.35,  
and Sec. 36.  
Lease Notice #6 applies to Sec. 26, Sec. 35.  
Lease Stipulation #1 or #2 (No Surface Occupancy) applies  
to all lands except Sec. 26, S2S2SW; Sec. 35, S2NW, Sec. 34.  
**EOI #861**

**ES-027-07/15 MIES 058060 ACQ**  
Michigan, Newaygo County, Huron-Manistee N.F.  
T16N, R14W, Michigan Meridian  
Sec. 8, N2NE, SENE.  
122.81Acres  
\$184.50 Rental  
Subject to:  
Forest Service Standard Lease Stipulations.  
Lease Notices #1, #2, #3, #4, #5 and #10 applies to all lands.  
**EOI #861**

**ES-028-07/15 MIES 058061 ACQ**  
Michigan, Newaygo County, Huron-Manistee N.F.  
T16N, R14W, Michigan Meridian  
Sec. 11, SE;  
Sec. 12, SWSW;  
Sec. 13, NENE, S2NE, S2SW, SWSE, N2SE;  
Sec. 14, SESE.  
560.00 Acres  
\$840.00 Rental  
Subject to:  
Forest Service Standard Lease Stipulations.  
Lease Notices #1, #2, #3, and #10 applies to all lands.  
Lease Notices #5 and #6 applies to Sec. 11 & 12, all lands  
Lease Stipulations #1, #2 or #3 (No Surface Occupancy)  
applies to Sec. 11, Pt. NESE, Pt. SESE; Sec. 12, S2SWSW;  
Sec. 13, all lands; Sec. 14, SESE.  
**EOI #861**

**ES-029-07/15 MIES 058062 ACQ**  
Michigan, Newaygo County, Huron-Manistee NF  
T16N, R14W, Michigan Meridian  
Sec.23, E2NE, SWNE, S2NW, SW;  
Sec.24, NE, W2NW, SW, W2SE, SESE.

880.00 Acres  
\$1,320.00 Rental  
Subject to:  
Forest Service Standard Lease Stipulations.  
Lease Notices #1, #2, #3, and #10 applies to all lands.  
Lease Stipulations #1, #2 or #3 (No Surface Occupancy)  
applies to Sec. 23, E2NE, SWNE; Sec.24, all lands.  
***EOI #861***

**ES-030-07/15 MIES 058063 ACQ**  
Michigan, Newaygo County, Huron-Manistee N.F.  
T16N, R14W, Michigan Meridian  
Sec. 25, NW, NE, NESW, S2SW, N2SE;  
Sec. 26, E2, NW, N2SW.  
1,080.00 Acres  
\$1,620.00 Rental  
Subject to:  
Forest Service Standard Lease Stipulations.  
Lease Notices #1, #2, #3, and #10 applies to all lands.  
Lease Stipulations #1, #2 or #3 (No Surface  
Occupancy) applies to Sec. 25, all lands; Sec. 26, E2.  
Lease Stipulation #4 applies to Sec. 26, NESW, S2NWSW.  
***EOI #861***

***Fractional Mineral Interests, Acquired***

**ES-031-07/15 MIES 058064 ACQ**  
Michigan, Newaygo County, Huron-Manistee N.F.  
T 15N, R12W, Michigan Meridian  
Sec. 5, Pt. N2 lying W of Little S. Branch PM River exc. parcel  
beg. at SE corner of SWNE, thence W 10 rods; thence N to said  
river; then SE'ly along river to beg., Pt. N2 lying E of Little S.  
Branch PM River exc. S 330' of SWNE lying E of said river,  
also exc. SENE and NENE.  
239.00 Acres  
\$\$358.50 Rental  
***50% U.S. Mineral Interest***  
Subject to:  
Forest Service Standard Lease Stipulations.  
Lease Stipulations #1, #2, #3 or #21 (No Surface  
Occupancy) applies to entire parcel.  
***EOI #861***

**ES-032-07/15 MIES 058065 ACQ**  
Michigan, Newaygo County, Huron-Manistee N.F.  
T15N, R12W, Michigan Meridian

Sec. 32, E3/4N3/4S2NE.

45.00 Acres

\$67.50 Rental

***1/3rd U.S. Mineral Interest***

Subject to:

Forest Service Standard Lease Stipulations.

Lease Notices #1, #2, #3, #5 and #10

Lease Stipulation #2 (No Surface Occupancy) applies to Pt.

E3/4N3/4S2NE.

***EOI #861***

**ES-033-07/15 MIES 058066 ACQ**

Michigan, Newaygo County, Huron-Manistee N.F.

T. 16 N., R. 12 W., Michigan Meridian

Sec.32, SWSW.

40.00 Acres

\$60.00 Rental

***50% U.S. Mineral Interest***

Subject to:

Forest Service Standard Lease Stipulations.

Lease Stipulations #1, #2, #3 or #21 (No Surface

Occupancy) applies to entire parcel.

***EOI #861***

**ES-034-07/15 MIES 058067 ACQ**

Michigan, Newaygo County, Huron-Manistee N.F.

T16N, R13W, Michigan Meridian

Sec. 18, N2, E2SW, SE;

Sec. 19, NWNW, E2NW, E2SW, W2SE, SESE;

Sec. 30, E2NE, E2NW, W2E2.

1,157.30 Acres

\$1,737.00 Rental

***75% U.S. Mineral Interest***

Subject to:

Forest Service Standard Lease Stipulations.

Lease Notices #1, #2, #3, #6 and #10 applies to Sec. 30, Pt. E2NE.

Lease Stipulations #1, #2, #3, or #11 (No Surface

Occupancy) applies to all lands except Sec. 30, Pt. E2NE

Lease Stipulations #4, #5, #6, #7, and/or #22 (Occupancy

only along existing roads, etc. at a specified surface

development density) apply to Sec. 30, Pt. E2NE.

***EOI #861***

**ES-035-07/15 MIES 058068 ACQ**

Michigan, Newaygo County, Huron-Manistee N.F.

T16N, R13W, Michigan Meridian

Sec. 17, SENE, NESE;



Sec. 20, SE, E2SW;  
Sec. 29, NENW, S2NW, NE, W2SE, NESE.

720.00 Acres

\$1,080.00 Rental

**75% U.S. Mineral Interest**

Subject to:

Forest Service Standard Lease Stipulations.

Lease Notices #1, #2, #3 and #10 applies to all lands.

Lease Notice #6 applies to Sec. 17 and 20.

Lease Stipulation #1, #2 or #3 (No Surface Occupancy) applies to Sec. 17, SENE, Sec. 20, NESE, SESW, Pt. NWSE, Sec.29, Pt. NENE, Pt. W2SE, Pt. NESENE, Pt. SWNE, Pt. S2NW, Pt. W2NENW, Pt. NESE.

Lease Stipulation #4 and #22 (Occupancy only along existing roads, etc. at a specified surface development density) applies to Sec. 17, NESE, Sec.20, NESW, Pt. NWSE, Pt. S2SE.

Lease Stipulation #22 (surface well density of 1 per 160 acres) applies to Sec. 29, E2NENW, NWNE, Pt. SWNE, Pt. SENE, Pt. NESE.

**EOI #861**

**ES-036-07/15 MIES 058069 ACQ**

Michigan, Newaygo County, Huron-Manistee N.F.

T16N, R13W, Michigan Meridian

Sec. 19, NE.

158.09 Acres

\$238.50 Rental

**91.67 % U.S. Mineral Interest**

Subject to:

Forest Service Standard Lease Stipulations.

Lease Stipulations #1, #2, #3 or #12 (No Surface Occupancy) applies to all lands.

**EOI #861**

**ES-037-07/15 MIES 058070 ACQ**

Michigan, Newaygo County, Huron-Manistee N.F.

T15 N, R14W, Michigan Meridian

Sec. 23, W3/4NW.

120.00 Acres

\$180.00 Rental

**50% U.S. Mineral Interest**

Subject to:

Forest Service Standard Lease Stipulations.

Lease Notices #1, #2, #3, #5, and #10

Lease Stipulation #2 (No Surface Occupancy) applies to entire tract except Pt. S2W3/4NW.

**EOI #861**

**ES-038-07/15 MIES 058071 ACQ**

Michigan, Newaygo County, Huron-Manistee N.F.

T15N, R14W, Michigan Meridian

Sec. 35, NWNE.

40.00 Acres

\$60.00 Rental

***1/8<sup>th</sup> U.S. Mineral Interest***

Subject to:

Forest Service Standard Lease Stipulations.

Lease Notices #1, #2, #3, #5, #6 and #10 applies to entire parcel.

***EOI #861***

**ES-039-07/15 MIES 058072 ACQ**

Michigan, Newaygo County, Huron-Manistee N.F.

T16N, R14W, Michigan Meridian

Sec. 13, SESE;

Sec. 24, NENW, NESE;

Sec. 25, NWSW.

160.00 Acres

\$240.00 Rental

***87.5% U.S. Mineral Interest***

Subject to:

Forest Service Standard Lease Stipulations.

Lease Stipulations #1, #2 or #3 (No Surface Occupancy)  
applies to all lands.

***EOI #861***

# *Stipulations*

**ARKANSAS FORESTRY COMMISSION POISON SPRINGS STATE FOREST  
SURFACE RESTRICTION STIPULATIONS**

1. Lessee shall work in close cooperation and coordination with the Arkansas Forestry Commission's (AFC) Poison Springs State Forest (PSSF) Manager (office located at 2501 Maul Road, Camden, phone (870) 836-5882).
2. Lessee shall notify PSSF Manager prior to any activities scheduled on PSSF including but not limited to site visits and surface disturbing activities. Lessee shall obtain written or verbal consent of PSSF Manager prior to any activities.
3. Lessee shall have all required state and federal approvals for oil or gas exploration before conducting surface disturbance activities or occupancy.
4. Lessee shall allow the PSSF Manager to visit production areas to ensure that the Lessee is using "good housekeeping" practices. AFC reserves the right to require that production areas are kept clean, maintained and operated in a safe and environmentally safe manner.
5. The Lessee or any contractor will post signs in conspicuous locations to provide notice of dangerous situations. The Lessee shall control vegetation or debris to improve appearance and reduce fire hazard.
6. All site disturbance or occupancy activities will implement Best Management Practices (BMPs) including BMPs recommended in the AFC's Best Management Practices for Water Quality Protection and USDI Bureau of Land Management Gold Book- Surface Operating Standards and Guidelines for Oil and Gas Exploration and Development.
7. Any site disturbance or occupancy activities by the Lessee must have a Reclamation Plan approved by the PSSF Manager before such disturbances occur. This plan will include erosion control and reforestation measures.
8. The Lessee shall restore any area damaged to its original use once exploration or production activities have ceased.
9. Lessee's access to gas and oil shall be limited to extraction methods that will have limited and localized impact on, and not be irretrievably destructive of, PSSF property.
10. Lessee will use existing roads designated by PSSF Manager for its operations, and if construction of a new road is required, Lessee will consult with PSSF Manager and obtain PSSF Manager's consent to the location of the new road, which shall be located in a manner so as to cause the least interference with PSSF's forest management plan for the land.

- 11.** Lessee shall maintain existing and newly constructed roads used by Lessee to the reasonable satisfaction of PSSF Manager, which maintenance may include shaling, ditching, graveling, blading, installing and maintaining road drainage or water control structures. Lessee will implement BMPs to prevent road and water degradation.
- 12.** No off-road travel is permitted unless approved by the PSSF Manager.
- 13.** Surface disturbance or occupancy activities may be prohibited from areas where forest management activities are taking place or areas with recently established regeneration.
- 14.** No surface disturbance or occupancy activities are permitted on designated PSSF hiking trails.
- 15.** The Lessee is responsible to pay the AFC for the value of any property, including trees, destroyed by surface disturbance or occupancy activities. The value of the property destroyed will be determined by an appraisal acceptable by the AFC.
- 16.** No surface disturbance or occupancy activities, including discharges, are permitted within 250 feet of a river, stream, wetland spring, headwater, wet meadow, wet pine savanna, pond, tributary, lake, herbaceous seep, shrub wetland, vernal pools, calcareous seepage marsh, or small marshy calcareous stream. If slope exceeds 10 percent, the buffer may extend to 600 feet to provide adequate protection for aquatic habitats and associated species.
- 17.** No surface disturbance or occupancy activities are permitted within 250 feet of any designated recreation areas such as picnic or camping areas.
- 18.** No surface disturbance or occupancy activities are permitted within 250 feet of a unique area known to have ecological, geological, or historical significance. Examples are historic fire tower, cemeteries, historic church or home sites, rare plant locations and unique habitats, arboretums, progeny test sites, Civil War battle sites or public parks. The distance may be increased on a case-by-case basis.
- 19.** No surface disturbance or occupancy activities are permitted on easement or leased area granted to utility companies, fire departments or other state agencies (such as Arkansas Natural Heritage Commission, Arkansas State Parks or Arkansas Game and Fish Commission).
- 20.** No surface disturbance or occupancy activities are permitted within 250 feet of any research areas. This distance maybe increased on a case-by-case basis.
- 21.** Lessee shall provide a plan to ensure that federally listed species and state species of concern receive full consideration in the decision-making process. PSSF or cooperating State agencies may require modifications or disapprove a proposed activity that is likely to adversely affect or result in jeopardy to the continued existence of a candidate, proposed, threatened or endangered species or result in the destruction or adverse modification of a critical habitat.
- 22.** No surface disturbance or occupancy activities are permitted within ¼ mile of any bald eagle nest or ½ mile of any red cockaded woodpecker nest or cluster.

## ***BLM Stipulations for Federal Minerals Located in Arkansas and Louisiana***

### **Cultural Resources and Tribal Consultation**

**Stipulation:** 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 approved by the State Historic Preservation Office (SHPO). If currently unknown burial sites are discovered during development activities associated with this lease, these activities must cease immediately, applicable law on unknown burials will be followed and, if necessary, consultation with the appropriate tribe/group of federally recognized Native Americans will take place. 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.

### **Endangered Species**

**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.

**Exception:** None

**Modification:** None

**Waiver:** None

### **Sensitive Plant Species**

**Stipulation (CSU):** All suitable special status plant species habitat will be identified during environmental review of any proposed surface use activity. If field examination indicates that habitat of one or more of these species is present, the BLM will require a survey by a



qualified botanist for special status plants during periods appropriate to each species. Operations will not be allowed in areas where sensitive plants would be affected.

**Objective:** To protect threatened, endangered, candidate, proposed, and BLM 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.

**Modification:** The stipulation may be modified if it is determined that a portion of the lease does not contain sensitive plant species habitat.

**Waiver:** The stipulation may be waived if, based on field surveys, it is determined that the lease area does not contain sensitive plant species habitat.

### **Freshwater Aquatic Habitat**

**Stipulation (NSO):** No surface occupancy or disturbance, including discharges, are permitted within 250 feet of a river, stream, wetland spring, headwater, wet meadow, wet pine savanna, pond, tributary, lake, coastal slough, sand bar, vernal pools, calcareous seepage marsh, or small, marshy calcareous stream. If the slope exceeds 10 percent, the buffer may be extended to 600 feet to provide adequate protection for aquatic habitats and associated species.

**Objective:** To protect the water quality of watersheds and natural stream substrate and morphology and to avoid potential impacts to aquatic species and their habitat.

**Exception:** An exception may be granted if the operator agrees to 1) span creeks, rivers, wetlands, and floodplains by attaching pipelines to bridges; 2) directionally drill wells and pipelines from upland sites under creeks, rivers, other waters, and wetlands or 3) implement other measures developed in consultation with USFWS and in coordination with State agencies.

**Modification:** The buffer may be reduced if the adjacent waterway has been surveyed for 100 yards upstream and 300 yards downstream of the site, and the results document the lack of suitable/occupied/critical habitat for listed species which may be affected by the project, as determined by the BLM and USFWS.

**Waiver:** None

## ***BLM Lease Notices for Federal Minerals Located in Arkansas and Louisiana***

### **Migratory Birds and Federally Listed Wildlife**

**Objective:** To protect perch and roosting sites and terrestrial habitats for and to avoid potential impacts to migratory birds and federally listed wildlife.

Any reserve pit that is not closed within 10 days after a well is completed and that contains water must be netted or covered with floating balls, or another method must be used to exclude migratory birds.

All powerlines must be built to protect raptors and other migratory birds, including bald eagles, from accidental electrocution, using methods detailed by the Avian Power Line Interaction Committee (APLIC 2006)

### **Perching and Nesting Birds and Bats**

**Objective:** To prevent birds and bats from entering or nesting in or on open vent stack equipment.

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.

### **Invasive and Non-Native Species**

**Objective:** To discourage the spread of invasive, non-native plants.

Use of native or non-invasive plants in seeding mixtures will be encouraged to stabilize disturbed areas and during restoration activities. Construction sites will be surveyed for invasive species prior to ground disturbance. If invasive species are found, the proper control measures will be used to either eradicate the species from the area or minimize its spread to other areas. If cogongrass is found on site, equipment will be washed before exiting the site to prevent the spread of this highly invasive species to other locations. Post-construction monitoring for cogongrass and other invasive plant species should be conducted to ensure early detection control. In the case of split-estate lands, final seed mixtures will be formulated in consultation with the private landowner.

### **Pesticide Application**

**Objective:** To protect the water quality of watersheds and natural stream substrate and morphology supporting special status species and their host species.

Any ground application of herbicides or other pesticides, sterilants, or adjuvants within 150 feet of listed species or habitat will require site-specific control measures developed in coordination with or in formal consultation with USFWS. No aerial application of herbicides or pesticides will be permitted.

### **Produced Water Disposal**

**Objective:** To protect water quality, aquatic habitats, and status species.

The preferred method for disposal of produced water will be through reinjection to a permeable formation with total dissolved solids (TDS) content higher than 10,000 milligrams per liter (mg/L), and that is not hydrologically connected to caves, wetlands, or surface water. Injection of produced water is regulated by the Underground Injection Control (UIC) program administered by state agencies.

**USDA-FOREST SERVICE  
STANDARD STIPULATIONS - MICHIGAN**

**Huron-Manistee National Forest, Michigan**

The lessee is notified and agrees:

All work and any operations authorized under this permit shall be done according to an approved operating plan on file with the Forest Supervisor at 1155 S. Mitchell St. Cadillac, MI 49601. 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 Authorized Officer 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 Authorized Officer will alert the lessee 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.

## **Huron-Manistee National Forest Lease Notices and Lease Stipulations (MI)**

### **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, Roded 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 or Karner blue butterfly management unit 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 or communities. 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 or communities.

**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.

**Lease Notice #8)** A portion of this lease parcel is in an area proposed for timber harvest activities. If oil and gas activities and timber harvesting are proposed concurrently, use conflicts between the oil and gas operator and timber purchaser would need to be resolved prior to issuance of a Federal drilling permit.

**Lease Notice #9)** Parcel is surrounded entirely by private land and access must be negotiated with adjacent landowners.

**Lease Notice #10)** This lease parcel is located in an area considered to be habitat for the northern long-eared bat (*Myotis septentrionalis*). At the time a drilling permit application or other request for surface use is filed, a site-specific review will be conducted and potential impacts to this species will be assessed. Depending upon the findings of the site-specific review, additional operating constraints, such as a seasonal restriction on tree felling, may be necessary to mitigate adverse effects.

### **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. If an on-the-ground review of this tract indicates reasonable access does exist, this stipulation may be waived. Any subsequent surface occupancy would be limited to those existing roads and trails.

**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:

<b>Age of Essential Habitat</b>	<b>Maximum Development Density</b>
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.

**Stipulation #18)** A portion of this lease tract includes a Forest administrative site. No surface occupancy for oil and gas development will be permitted in this area.

**Stipulation #19)** A portion of this lease tract includes a Forest developed recreation site. No surface occupancy for oil and gas development will be permitted in this area.

**Stipulation #20)** A portion of this lease tract is involved in the North American Long-Term Soil Productivity Study. Until completion of this study, no surface occupancy will be permitted on those portions of the lease tract that are included in this study.

**Stipulation #21)** This parcel contains lands designated as occupied Karner blue butterfly habitat. No surface occupancy for oil and gas development is permitted in areas so designated.

**Stipulation #22)** This parcel is located in an area managed as a semi-primitive motorized 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 160 acres. 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 #23)** This parcel is located in an area managed as a Special Area or contains sensitive communities. No surface occupancy for oil and gas development is permitted in areas so designated.

**Stipulation #24)** No surface occupancy will be permitted for areas within 300 feet, measured at a perpendicular, from each side of existing and/or planned Visual Sensitivity Level 1 trails within the lease parcel. In areas with a high concentration of trails, this may preclude occupancy on the entire parcel.



# *MAPS*