



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Utah State Office
440 West 200 South, Suite 500
Salt Lake City, UT 84101
<http://www.blm.gov/ut/st/en.html>



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April 8, 2013

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DECISION

Southern Utah Wilderness Alliance : Protest to the Inclusion of Certain
c/o Steve Bloch : Parcels in the December 19, 2008
425 East 100 South : Competitive Oil and Gas Lease Sale
Salt Lake City, Utah 84111

Protest Denied

On November 4, 2008, the Bureau of Land Management (BLM) issued its Notice of Competitive Lease Sale (NCLS) providing notice to the public that 241 parcels of land would be offered in a competitive oil and gas lease sale scheduled for December 19, 2008. The NCLS also indicated that the protest period for the lease sale would end on December 4, 2008. Based on the recommendations from the BLM Utah Field Office Managers, 131 parcels were ultimately offered at the lease sale on December 19, 2008.

In a letter received by the BLM on December 4, 2008, the Southern Utah Wilderness Alliance (SUWA)¹ protested 93 parcels listed in the NCLS. By errata issued on December 2 and 12, 2008, 8 of the protested parcels were deferred for additional review or deleted from the NCLS. By erratum dated December 2, 2008, portions of 3 of the protested parcels were deferred for additional review. By memorandum issued by the Secretary of the Interior on February 6, 2009, 77 parcels, including 76 of the protested parcels, were withdrawn from the lease sale. On September 21, 2011, a refund was issued and its corresponding bid was rejected for one parcel. At the lease sale, competitive bids were not received on 3 of the protested parcels. A parcel that is not sold at a lease sale is available for noncompetitive leasing for a period of two years after the sale. The two-year period after the December 2008 lease sale passed without a noncompetitive lease of the 3 parcels.

Enclosure 1 identifies the protested parcels and shows which parcels were deferred, deleted, or withdrawn from the lease sale, not sold at the lease sale or in the two-year period after the sale, or for which bids were rejected. SUWA's protest as it pertains to these deferred (whole or in part), deleted, withdrawn, refunded or unsold parcels is dismissed as moot.

¹ The Southern Utah Wilderness Alliance submitted the protest on behalf of itself, the Grand Canyon Trust, National Parks Conservation Association, Natural Resources Defense Council, Sierra Club, and The Wilderness Society. In this decision, the Southern Utah Wilderness Alliance and these organizations are collectively referred to as SUWA.

This decision addresses SUWA's protest as it pertains to the remaining 5 protested parcels, which are located on lands managed by BLM's Vernal, Moab, and Price Field Offices as follows:

Vernal – UTU87024 (UT1108-158)

Moab – UTU86986 (UT1108-243), UTU86987 (UT1108-244), and UTU87025 (UT1108-295)

Price – UTU86849 (UT1108-329)

Overall, SUWA alleges that in offering the subject parcels for lease, the BLM has violated, among other laws, the National Environmental Policy Act (NEPA), the National Historic Preservation Act (NHPA), and the Federal Land Policy and Management Act (FLPMA).

For the reasons set forth below, I have determined that BLM complied with the requirements of applicable Federal laws and regulations prior to the inclusion of the subject parcels in the December 19, 2008 lease sale. Consequently, SUWA's protest is denied.

Protest Contentions and BLM Responses

Protest Contention: BLM has not adequately considered the No Leasing Alternative or prepared site-specific NEPA analyses at the leasing stage. (Protest at 6-14).

BLM Response: NEPA Section 102 (E) requires that agencies “study, develop, and describe appropriate alternatives to recommended courses of action in any proposal which involves unresolved conflicts concerning alternatives uses of available resources.” The Council on Environmental Quality (Section 1502.14(d) of NEPA) requires the alternatives analysis in an EIS to “include the alternative of no action,” but explains that there are two distinct interpretations of “no action” that must be considered, depending on the nature of the proposal being evaluated. “The first situation might involve an action such as updating a land management plan where ongoing programs initiated under existing legislation and regulations will continue, even as new plans are developed. In these cases “no action” is “no change” from current management direction or level of management intensity. To construct an alternative that is based on no management at all would be a useless academic exercise. Therefore, the “no action” alternative may be thought of in terms of continuing with the present course of action until that action is changed.” (CEQ Forty Most Asked Questions, Question 3). The NEPA analyses prepared during the development of the Vernal, Moab, and Price, Field Office Resource Management Plans (RMPs), which were approved by the Assistant Secretary for Lands and Minerals, Department of the Interior, on October 31, 2008, are consistent with these directives. With respect to NEPA Section 102(E), no issues or unresolved conflicts were identified during the development of each RMP that required consideration of the complete elimination of oil and gas leasing within the planning area. Leasing, exploration and development of oil and gas resources are discussed in the Moab Field Office's Record of Decision (ROD) on its RMP on pages 25-27, 73-77, appendices A-C, Q and R and Map 12. A no-leasing alternative was considered but eliminated from further analysis in the Moab Proposed RMP and Final Environmental Impact Statement (EIS) (at Section 2.3.3).² Given the potential range of decisions for oil and gas leasing in the four alternatives studied in the Moab Draft RMP/EIS, public lands were placed into one of four categories: (1) open for leasing subject to standard lease terms and conditions; (2) open for leasing subject to moderate constraints such as timing constraints; (3) open to leasing subject to

² The BLM Director's Protest Resolution Report prepared for the Moab RMP also discusses (at page 24) BLM's consideration of the No Leasing alternative. The Director's Protest Resolution Reports are located online at: http://www.blm.gov/wo/st/en/prog/planning/protest_resolution/protestreports.html (scroll to the respective RMP).

major constraints such as no surface occupancy (NSO); and, (4) unavailable for leasing. As discussed in the Records of Decision on the Price and Vernal Field Office RMPs, at pages 18 and 15, respectively, the NEPA documents prepared in connection with those RMPs included similar alternatives analyses, with the Vernal Field Office considering five alternatives and the Price Field Office considering six alternatives. This range of alternatives was reasonable and fully complied with NEPA. See Southern Utah Wilderness Alliance, 177 IBLA 29 (2009).

SUWA generally alleges that site-specific analyses concerning the impacts of oil and gas development must be completed on the lease parcels covered by its protest before making them available for leasing (Protest at 12-14), but fails to provide any information regarding the specific impacts to specific resources on or in the vicinity of the parcels about which it is concerned. In addition, SUWA does not provide any information on whether such impacts are foreseeable, the degree to which foreseeable impacts may or may not have been assessed in prior NEPA analyses, and the extent to which the stipulations attached to the parcels may prevent or minimize such impacts. Consequently, the protest is simply too general to establish any error on BLM's part in including the relevant parcels in the lease sale. Moreover, BLM is not required under NEPA or other applicable law to prepare site specific analyses prior to the inclusion of parcels in a lease sale if the potential impacts of such action(s) have been adequately assessed in previous analyses. The NEPA analyses in the draft and final environmental impact statements (EISs) underlying the Vernal, Price, and Moab RMPs thoroughly considered, among other things, the potential direct, indirect, and cumulative impacts of oil and gas leasing in the respective planning area, and those analyses were incorporated in the leasing decisions set forth in the approved RMPs. In subsequently determining what parcels to include in the December 19, 2008 lease sale, BLM relied on the leasing decisions made in the RMPs. As summarized in each Field Office's Documentation of Land Use Plan Conformance and Determination of NEPA Adequacy (DNA) documents, an interdisciplinary team of BLM resource specialists carefully assessed the adequacy of the NEPA analyses prepared in connection with each RMP with respect to the relevant lease parcels. Based on this review, BLM's resource specialists concluded that the NEPA analyses underlying the RMPs were sufficient. Consequently, there was no need for BLM to complete site-specific analyses concerning the impacts of oil and gas development on the lease parcels before making them available for leasing.

BLM's procedures for managing oil and gas leasing and development activities are well established through land use planning, parcel nomination, competitive leasing, well permitting, development, operations, production, plugging and reclamation. It is not possible for BLM to determine the potential impacts of development on a lease parcel or parcels until BLM receives a complete application for an APD or other development scenario. At such time that BLM receives a complete application for an APD or other development scenario, BLM will complete a site-specific NEPA review based on the details contained within the application.

Protest Contention: BLM has failed to consider whether the lands comprising the lease parcels that have previously been identified as non-Wilderness Study Area lands with wilderness characteristics should be designated as WSAs and protected as such rather than being made available for oil and gas leasing. It is improper for BLM to offer leases in non-WSA areas which it has identified as having wilderness character. (Protest at 15-16).

BLM Response: BLM notes here that none of the 5 remaining protested parcels occur within or adjacent to a BLM natural area. Parcels 243 and 244 occur one to five miles west of Mary Jane Canyon and Fisher Towers BLM natural areas. Conversely, parcels 158, 295 and 329 are not anywhere near a BLM natural area.

The Vernal Field Office³ found that the Cripple Cowboy unit (parcel 295) did have wilderness characteristics; however, it elected to manage this area for other uses that preclude management for wilderness characteristics (Vernal Record of Decision, page 33). The BLM also found that the Dragon Canyon unit (Parcel 158) did not contain wilderness characteristics. Oil and gas leasing on both of these units is subject to timing and controlled surface use stipulations.

The Moab Field Office identified that wilderness characteristics existed within the Dome Plateau unit (parcels 243 and 244); however, it found that other uses conflict with the protection, preservation or maintenance of the wilderness characteristics (Moab Record of Decision, page 28). Oil and gas leasing on the Dome Plateau is subject to major and minor constraints.

The Price Field Office did not inventory the lands included within parcel 329 because it occurs an area that did not meet the size and lacked naturalness & outstanding opportunities for solitude and/or primitive and unconfined recreation criteria for wilderness characteristics as defined in Section 2(c) of the Wilderness Act and incorporated in FLPMA. It is not located in areas included in the boundary defined by the proposed America's Red Rock Wilderness Act. Despite its lack of wilderness characteristics, BLM has applied no surface occupancy, timing limitation and controlled surface use stipulations to this parcel to protect other resources.

Issues regarding the steps followed in the land use planning process, and the resulting allocation and management decisions, are outside the scope of a protest to a lease sale and a decision on such protest. Nonetheless, in the alternatives analyses in the NEPA reviews underlying the land use planning processes conducted from 2002 to 2008 concerning federal public lands managed by the Vernal, Moab and Price Field Offices, respectively, a range of management and/or protective measures were considered for non-wilderness study area (WSA) lands inventoried in the 1999 Utah Wilderness Inventory and areas reviewed for wilderness characteristics in the 2007 Wilderness Character Review. The final decisions set forth in the respective RMPs provided a range of management regimes for such lands. In some cases, specific Non-WSA lands with wilderness characteristics were designated as BLM Natural Areas where management of such characteristics would be the primary objective. For example, the Moab RMP (pages 27-29) specifically identified three non-WSA areas (Beaver Creek, Fisher Towers and Mary Jane Canyon, 47,761 acres) as BLM natural areas that would be managed to maintain their wilderness characteristics. The Vernal and Price RMPs also identified and designated certain non-WSA lands with wilderness characteristics as BLM natural areas (Price RMP, pages 35-36; and Vernal RMP, pages 32-34).

Within BLM natural areas, protective measures, including no-surface occupancy (NSO) stipulations are imposed on lease parcels as required by the respective RMP. Except for the White River area (which does not apply here), BLM natural areas in the Vernal Field Office are closed to leasing. The White River BLM natural area is managed with a no-surface occupancy (NSO) stipulation, without exception, modification or waiver for leasing activity.

BLM natural areas within the Moab Field Office are also subject to a no surface occupancy stipulation for oil and gas leasing and preclude other surface disturbing activities. Applying a no surface occupancy stipulation for oil and gas leasing to non-WSA lands with wilderness characteristics, in combination with the no surface occupancy applied because of the Three Rivers Withdrawal, results in tracts of land which are physically inaccessible to oil and gas operations within the Fisher Towers, Mary Jane Canyon, and Beaver Creek areas. For this reason, portions of non-WSA lands with wilderness characteristics in these areas will be closed

³ While parcel 295 is physically located within the Moab Field Office boundary, the BLM's Vernal Field Office took lead on addressing wilderness characteristics as part of its review of the Cripple Cowboy unit.

to oil and gas leasing. Similarly, the five BLM natural areas in Price Field Office are also managed primarily with a NSO stipulation for oil and gas leasing.

In the Moab, Price and Vernal field office planning decisions, the other non-WSA lands with wilderness characteristics were not designated as BLM Natural Areas because they contain certain essential resource values and uses that are not compatible with wilderness character management. Other planning decisions with respect to resources in these areas may provide various levels of protective management concerning wilderness characteristics (e.g. ACEC designations, wildlife habitat requirements, or steep slope provisions).

Protest Contention: The Vernal, Price, and Moab RMPs “suffer from significant and fatal flaws that prevent BLM from relying on them for adequate analysis of the impacts from oil and gas leasing. SUWA hereby incorporates its protests for the Moab, Price, Richfield, and Vernal PRMPs.” (Protest at 16; see also id. at 16-99, 101-102).

BLM Response: After several years of study and public input, the Vernal, Price, and Moab RMPs were completed in 2008, and approved by the Assistant Secretary for Lands and Minerals, Department of the Interior, on October 31, 2008. SUWA’s contentions that the RMPs are not adequate to support leasing decisions raise issues that were previously raised in protests to the proposed RMPs and thoroughly considered and addressed in the BLM Director’s Protest Resolution Report for each RMP (see footnote 2 herein), and those responses to SUWA’s general challenges to the sufficiency of the Vernal, Price, and Moab RMPs will not be repeated here. Moreover, SUWA’s contentions are simply too general. For example, SUWA argues at length that certain analyses (i.e., air quality, socioeconomic, climate change) underlying the relevant RMP decisions were inadequate. (Protest at 16-99, 101-102). However, there is no attempt on SUWA’s part to connect the alleged failures of analysis to specific foreseeable impacts from leasing or development on or in the vicinity of the 5 remaining protested parcels, and/or the extent to which the stipulations attached to the parcels may prevent or minimize such impacts. Consequently, the protest fails to establish any error on BLM’s part in including the parcels in the December 19, 2008 lease sale.

Protest Contention: In preparing the governing land use plans, BLM did not prioritize the designation and protection of Areas of Critical Environmental Concern (ACECs) as directed by FLPMA.

BLM Response: SUWA’s contention that BLM did not comply with FLPMA in its analyses of potential and existing ACECs in the development of the Vernal, Price, and Moab RMPs, just like SUWA’s above-referenced generalized complaints about the sufficiency of the RMPs, raises issues previously raised in protests to the proposed RMPs that were thoroughly considered and addressed in the BLM Director’s Protest Resolution Report for each RMP. Moreover, issues regarding the steps followed in considering ACECs in the land use planning process, and decisions on ACECs at the conclusion of that process, are outside the scope of a protest to a lease sale and a decision on such protest. In any event, in each approved RMP, BLM analyzed potential and existing ACECs in each of the alternatives, and properly considered designating or not designating these areas as ACECs. In those cases where a potential ACEC was not designated, the RMP set forth other management decisions intended to protect the identified relevant and important (R&I) values of the area (e.g., Vernal ROD at pages 35–43; Moab ROD at pages 30–34; Price ROD at pages 42 – 48). Of the 44 parcels listed in the relevant portion (page 100) of SUWA’s protest, only parcel UT1108-295 is relevant here due to the above-referenced parcel deferrals, deletions, withdrawals, etc. In the Vernal ROD at pages 36-39, BLM found that special management attention is not required to protect the potential Bitter Creek

ACEC from degradation beyond prescriptions identified in the Vernal RMP. These prescriptions allow for no surface occupancy on 160 acres within pinyon pine habitat; protection of cultural or historic resources by law, regulation and policy; no surface disturbing activities within riparian areas; surface stipulations as identified in Appendix K (of the RMP); and protection of special status species and migratory birds.

Protest Contention: BLM failed to comply with the NHPA with respect to the December 19, 2008 lease sale. Among other things, BLM's Price and Moab Field Offices failed to consult with the State of Utah Historic Preservation Office (SHPO), BLM's Vernal and Price Field Office's consultation with Native American Tribes was inadequate, BLM failed to consult with the interested public, and BLM failed to consider impacts to Nine-Mile Canyon. (Protest at 103-120).

BLM Response: In compliance with the provisions of the State Protocol Agreement between BLM and the SHPO, BLM documented "No Historic Properties Affected, Eligible Sites Present but Not Affected" determination for the Vernal and Price Field Offices. As per the State Protocol Agreement section VII.A, BLM documented its findings in the cultural staff reports or assessments. These cultural reports were sent to the SHPO as part of the quarterly submissions. The SHPO documented its receipt and concurrence with BLM determinations on October 22, 2008 for Vernal and on December 23, 2008 for Price.

The SHPO concurred with a no adverse effect on historic properties related to the oil and gas leasing decision contain in the Moab RMP (ROD, page 23). As outlined in the NHPA, SHPO 106 Consultation for the Moab Proposed RMP document (dated 7/2/2008), oil and gas leasing discussions are made on pages 10-12 and within its attachment 2. BLM specifically includes that the potential for adverse effects to historic properties as a result of oil and gas leasing activity is low and warrants a determination of no adverse effect. As per the Protocol Agreement section VII.A, SHPO notification beyond the quarterly submissions is not required with this determination. However, to alleviate concerns, on November 26, 2012, the BLM submitted its cultural report to the SHPO. Concurrence from the SHPO was received on January 3, 2013 for a "No historic properties affected" determination.

In preparing the respective Field Office DNAs, BLM contacted 12 tribes in Vernal, 8 tribes in Moab and 10 tribes in Price via certified mail.

For example, on November 7, 2008, the Moab Field Office sent letters to the following Native American Tribes that BLM believed might be interested in or would be affected by the December 19, 2008 lease sale: Hopi Tribe, Navajo Nation, Paiute Tribe of Utah, Southern Ute Tribe, Ute Indian Tribe, Zuni Pueblo, Ute Mountain Tribe, and White Mesa Ute Tribe. In this letter, the Moab Field Office announced the proposed leasing of 71 parcels in Grand and San Juan Counties, Utah. The effects of leasing were analyzed in the 2008 RMP and the stipulations applied to each parcel are based upon management decisions found in the RMP. It was noted that the lease parcels may contain historic properties and/or resources protected under the NHPA, American Indian Religious Freedom Act (AIRFA), Native American Graves Protection and Repatriation Act (NAGPRA), Executive Order (E.O.) 13007, or other statutes and executive orders. The letter stated the act of leasing does not authorize ground disturbing activities and to drill a well, the lease holder would file an Application for Permission to Drill with a specific location and operational details. Once a location was established, the BLM would conduct the necessary inventories and consultations, and would not approve any ground disturbing activities that may adversely affect any properties or resources that cannot be successfully avoided, minimized or mitigated. The letter stated a records review was completed on November 6, 2008.

The Moab Field Office determined that a five-acre well pad and associated access road could be placed on each proposed lease parcel without adverse impacts to eligible cultural resources. The BLM also requested comments on any places of traditional or cultural importance that would be affected by leasing the identified parcels. All comments should be submitted to the Moab Field Office by December 11, 2008 either by phone or letter. The BLM also made follow-up telephone calls on November 4, November 5, and November 17, 2008, to the Hopi Tribe, Navajo Nation, Paiute Tribe of Utah, Southern Ute Tribe, Ute Indian Tribe, Zuni Pueblo, Ute Mountain Tribe, and White Mesa Ute Tribe. The Moab Field Office archaeologist spoke with the Hopi Tribe, the Navajo Nation and the Southern Ute Tribe and left voicemails with the Paiute Tribe of Utah, Ute Indian Tribe, Zuni Pueblo, Ute Mountain Tribe, and White Mesa Tribe. None of these Tribes responded to the voicemails. The BLM sent additional correspondence to the tribal historic preservation departments of the Hopi Tribe, Navajo Nation, Paiute Tribe of Utah, Southern Ute Tribe, Ute Indian Tribe, Zuni Pueblo, and Ute Mountain Tribe. The Hopi Tribe, the Navajo Nation, and the Paiute Tribe of Utah each responded with a formal letter.

The Hopi Cultural Preservation Office (the Office) sent a letter dated November 24, 2008 that expressed concerns of the proximity of some proposed parcels to Arches National Park, which is a Hopi Traditional Cultural Property. The Office determined the proposed project has potential to adversely affect significant cultural resources which does not concur with the BLM's determination that the lease sale has no potential to cause adverse effects. The Hopi Cultural Preservation Office also recommends the Moab Field Office cancel or postpone this sale until such time as a balanced political environment allows for appropriate federal agency and public review and comment. The letter also states that if the proposed sale does proceed, the Hopi Cultural Preservation Office supports all requests by the National Park Service, the National Trust for Historic Preservation and Southern Utah Wilderness Alliance to withdraw specific parcels until further studies of the drilling's impact on cultural resources, wildlife, air, and water is fully and objectively considered. Lastly, the Office requested the withdrawal of all parcels within four miles of Arches National Park. As requested by the Hopi Tribe, BLM deferred from leasing any parcels, or portions thereof, within 4 miles of the Park boundary. The Hopi concurred with these deferrals and advised BLM that they had no other concerns regarding the parcels proposed for inclusion in the lease sale.

The Navajo Nation Historic Preservation Office-Traditional Culture Program (HPD-TCP) sent two letters dated February 4, 2008 and February 18, 2009. The February 4, 2008 letter stated the HPD-TCP concluded the proposed undertaking/project will not impact any Navajo traditional cultural properties or historical properties. However, the HPD-TCP requests that all operations within the project area cease if any inadvertent discoveries are made during the course of the undertaking. The February 18, 2009 letter stated the HPD-TCP located Cultural Sacred Sites within the proposed project area of the Manti-La Sal National Forest. The HPD-TCP recommends mitigation by consulting with the Navajo Nation chapters of Aneth, Red Meas and Oljeto, to avoid the area that threatens Traditional Cultural Properties. Also, the Navajo Nation requests notification in accordance with the Native American Graves Protection and Repatriation Act if any habitation sites, plant gathering areas, humans remains and objects of cultural patrimony are inadvertently discovered.

The Paiute Tribe of Utah Cultural Resources Office sent a letter dated November 12, 2008 which stated that they did not have objections to the lease sale and are not aware of archaeological resources in or near the proposed site.

The Southern Ute Tribe was contacted via phone on November 4, 2008. The Moab Field Office archaeologist was advised that it did not have concerns with this project and asked to be notified if human remains are discovered.

Not all of the Native American Tribes that were contacted by BLM sent responses back to BLM. For example, no responses were received from the Ute Indian Tribe, Zuni Pueblo, Ute Mountain Tribe and White Mesa Ute Tribe.

As requested by the Hopi Tribe, BLM specifically deferred from leasing 22 parcels that were located within Nine Mile Canyon. In addition to these parcels, the 120-acre portion of protested Parcel UT1108-329 that is located within the Nine Mile Canyon ACEC was also deferred from leasing. Should an APD be filed with the BLM, cultural resource block surveys would be required and a treatment plan addressing cultural resources would need to be coordinated with and approved by the SHPO for the management resources within Nine Mile Canyon area. This plan would include provisions that mitigate surface disturbances and reduce visual intrusions.

As demonstrated by the SUWA protest, members of the public had the opportunity to raise concerns to the BLM regarding the parcels proposed for inclusion in the December 19, 2008 lease sale and the opportunity to protest such inclusion. Although SUWA contends that the BLM failed to adequately consult with members of the public concerning the sale, SUWA has not informed the BLM what degree of public participation it believes is required under the NHPA or the Protocol, or provided any persuasive legal authority for its assertion that BLM violated the NHPA by not adequately consulting with SUWA and other members of the public. Moreover, SUWA's protest does not demonstrate that the BLM's Section 106 consultation has overlooked a potentially eligible property. SUWA's mere disagreement with the methodology employed by BLM in the NHPA process, by itself, cannot establish any error in that process.

Conclusion

SUWA does not provide specific facts or information to show how its allegations apply to the 5 remaining protested parcels. It is well established that the BLM properly dismisses a protest where the protestant makes only conclusory or vague allegations or the protestant's allegations are unsupported by facts in the record or competent evidence. BLM is under no obligation to sort through a protestant's list of alleged errors and attempt to discern which alleged errors the protestant intended to invoke for a particular parcel. Such an unduly burdensome and inefficient process would unreasonably divert the time and resources that the BLM otherwise needs to manage the public lands as mandated by Congress. For BLM to have a reasonable basis to consider future protests it may submit, SUWA must identify the specific ground for protest and explain how it applies to each protested parcel. Any allegations of error based on fact must be supported by competent evidence, and a protest may not merely incorporate by reference arguments or factual information provided in a previous protest. Further, SUWA must consider whether any lease stipulations or notices that apply to a particular parcel may be relevant to its allegations, and explain how such stipulations or notices do not obviate the allegations. Failure to comply with any of the foregoing may result in the summary dismissal of the protest.

As the party challenging the BLM's offering of the 5 remaining protested parcels for leasing, SUWA bears the burden of establishing that the BLM's action was premised on a clear error of law, an error of material fact, or a failure to consider a substantial environmental question of material significance. SUWA has not met this burden. To the extent that SUWA has raised any allegations not discussed above, they have been considered and are found to be without merit or determined to be irrelevant given the parcels that were deferred, deleted, withdrawn, rejected or unsold.

For these reasons, and for those previously discussed, SUWA's protest as it pertains to following 5 protested parcels is hereby denied: UTU87024 (UT1108-158), UTU86986 (UT1108-243), UTU86987 (UT1108-244), UTU87025 (UT1108-295), and UTU86849 (UT1108-329).

This decision may be appealed to the Interior Board of Land Appeals, Office of the Secretary, in accordance with the regulations contained in 43 C.F.R. Part 4 and instructions contained in Form 1842-1 (Enclosure 1). If an appeal is taken, the notice of appeal must be filed in this office (at the address shown on the enclosed Form) within 30 days from receipt of this decision. The appellant has the burden of showing that the decision appealed from is in error.

If you wish to file a petition for a stay pursuant to 43 C.F.R. Part 4, Subpart B § 4.21, during the time that your appeal is being reviewed by the Board, the petition must show sufficient justification based on the standards listed below. If you request a stay, you have the burden of proof to demonstrate that a stay should be granted.

Standards for Obtaining a Stay

Except as otherwise provided by law or other pertinent regulations, a petition for a stay of a decision pending appeal shall be evaluated based on the following standards:

1. The relative harm to the parties if the stay is granted or denied;
2. The likelihood of the appellant's success on the merits;
3. The likelihood of immediate and irreparable harm if the stay is not granted; and
4. Whether the public interest favors granting the stay.

Copies of the notice of appeal, petition for stay, and statement of reasons also must be submitted to the Office of the Regional Solicitor, Intermountain Region, 125 South State Street, Suite 6201, Salt Lake City, Utah 84138, at the same time the original documents are filed in this office. Enclosed is a list of the parties (Enclosure 3) who purchased the subject parcels at the December 2008 lease sale and who therefore must be served with a copy of any notice of appeal, petition for stay, and statement of reasons.

/s/ Jenna Whitlock

for Juan Palma
State Director

Enclosures

1. Background Information
2. Form 1842-1
3. List of Purchasers

cc: James Karkut, Office of the Solicitor, Intermountain Region,
125 South State Street, Suite 6201, Salt Lake City, UT 84138

bcc: Lease Sale Book Dec08
Reading File UT-920
Central Files UT-950

UT922 pschuller:SUWA 1208 3-13-13

Enclosure 1
Background Information

In a letter received by the BLM on December 4, 2008, SUWA protested 93 parcels included within the notice as follows:

UTU86824 (UT1108-036)	UTU86887 (UT1108-159)	UTU86942 (UT1108-208)
UTU86842 (UT1108-056)	UTU86893 (UT1108-162)	UTU86954 (UT1108-209)
UTU86843 (UT1108-057)	UTU86899 (UT1108-164)	UTU86955 (UT1108-210)
UTU86856 (UT1108-083)	UTU86901 (UT1108-166)	UTU86956 (UT1108-211)
UTU86859 (UT1108-084)	UTU86902 (UT1108-167)	UTU86957 (UT1108-212)
UTU86876 (UT1108-086)	UTU86903 (UT1108-168)	UTU86985 (UT1108-242)
UTU86877 (UT1108-087)	UTU86904 (UT1108-169)	UTU86986 (UT1108-243)
UTU86944 (UT1108-090)	UTU86905 (UT1108-170)	UTU86987 (UT1108-244)
UTU86946 (UT1108-091)	UTU86906 (UT1108-171)	UTU87025 (UT1108-295)
UTU86948 (UT1108-093)	UTU86907 (UT1108-172)	UTU86850 (UT1108-328)
UTU86949 (UT1108-094)	UTU86909 (UT1108-174)	UTU86849 (UT1108-329)
UTU86950 (UT1108-096)	UTU86910 (UT1108-175)	UTU86851 (UT1108-330)
UTU86951 (UT1108-097)	UTU86911 (UT1108-176)	UTU86852 (UT1108-331)
UTU86952 (UT1108-098)	UTU86912 (UT1108-177)	UTU86853 (UT1108-332)
UTU86970 (UT1108-101)	UTU86916 (UT1108-180)	UTU86860 (UT1108-335)
UTU86975 (UT1108-106)	UTU86917 (UT1108-181)	UTU86878 (UT1108-337)
UTU86976 (UT1108-109)	UTU86918 (UT1108-182)	UTU86879 (UT1108-338)
UTU86977 (UT1108-110)	UTU86919 (UT1108-183)	UTU86880 (UT1108-339)
UTU86978 (UT1108-111)	UTU86920 (UT1108-184)	UTU86881 (UT1108-340)
UTU86979 (UT1108-112)	UTU86921 (UT1108-185)	UTU86882 (UT1108-341)
UTU86981 (UT1108-115)	UTU86922 (UT1108-186)	UTU86883 (UT1108-342)
UTU86982 (UT1108-116)	UTU86923 (UT1108-187)	UTU86896 (UT1108-343)
UTU86983 (UT1108-117)	UTU86930 (UT1108-196)	UTU86898 (UT1108-345)
UTU86995 (UT1108-130)	UTU86931 (UT1108-197)	UTU86862 (UT1108-348)
UTU86996 (UT1108-131)	UTU86935 (UT1108-201)	UTU86884 (UT1108-349)
UTU87000 (UT1108-136)	UTU86936 (UT1108-202)	UTU86885 (UT1108-350)
UTU86701 (UT1108-137)	UTU86937 (UT1108-203)	UTU86886 (UT1108-355)
UTU87009 (UT1108-143)	UTU86938 (UT1108-204)	UTU86888 (UT1108-361)
UTU87010 (UT1108-144)	UTU86939 (UT1108-205)	UTU86889 (UT1108-368)
UTU87012 (UT1108-146)	UTU86940 (UT1108-206)	UTU86890 (UT1108-369)
UTU87024 (UT1108-158)	UTU86941 (UT1108-207)	UTU86891 (UT1108-370)

By errata issued on December 2 and 12, 2008, the following 8 parcels were deferred for additional review or deleted:

UTU86824 (UT1108-036)	UTU86995 (UT1108-130)	UTU87010 (UT1108-144)
UTU86859 (UT1108-084)	UTU86996 (UT1108-131)	UTU87012 (UT1108-146)
UTU86983 (UT1108-117)	UTU87009 (UT1108-143)	

By erratum dated December 2, 2008, portions of the following 3 parcels were deferred:

UTU86986 (UT1108-243)	UTU86987 (UT1108-244)	UTU86849 (UT1108-329)
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By memorandum issued by the Secretary of the Interior on February 6, 2009, the following 76 parcels were withdrawn:

UTU86856 (UT1108-083)	UTU86904 (UT1108-169)	UTU86956 (UT1108-211)
UTU86876 (UT1108-086)	UTU86905 (UT1108-170)	UTU86957 (UT1108-212)
UTU86877 (UT1108-087)	UTU86906 (UT1108-171)	UTU86985 (UT1108-242)
UTU86944 (UT1108-090)	UTU86909 (UT1108-174)	UTU86850 (UT1108-328)
UTU86946 (UT1108-091)	UTU86910 (UT1108-175)	UTU86851 (UT1108-330)
UTU86948 (UT1108-093)	UTU86911 (UT1108-176)	UTU86852 (UT1108-331)
UTU86949 (UT1108-094)	UTU86912 (UT1108-177)	UTU86853 (UT1108-332)
UTU86950 (UT1108-096)	UTU86916 (UT1108-180)	UTU86860 (UT1108-335)
UTU86951 (UT1108-097)	UTU86917 (UT1108-181)	UTU86878 (UT1108-337)
UTU86952 (UT1108-098)	UTU86918 (UT1108-182)	UTU86879 (UT1108-338)
UTU86970 (UT1108-101)	UTU86919 (UT1108-183)	UTU86880 (UT1108-339)
UTU86975 (UT1108-106)	UTU86920 (UT1108-184)	UTU86881 (UT1108-340)
UTU86976 (UT1108-109)	UTU86921 (UT1108-185)	UTU86882 (UT1108-341)
UTU86977 (UT1108-110)	UTU86922 (UT1108-186)	UTU86883 (UT1108-342)
UTU86978 (UT1108-111)	UTU86923 (UT1108-187)	UTU86896 (UT1108-343)
UTU86979 (UT1108-112)	UTU86930 (UT1108-196)	UTU86898 (UT1108-345)
UTU86981 (UT1108-115)	UTU86931 (UT1108-197)	UTU86862 (UT1108-348)
UTU86982 (UT1108-116)	UTU86935 (UT1108-201)	UTU86884 (UT1108-349)
UTU87000 (UT1108-136)	UTU86936 (UT1108-202)	UTU86885 (UT1108-350)
UTU86701 (UT1108-137)	UTU86937 (UT1108-203)	UTU86886 (UT1108-355)
UTU86887 (UT1108-159)	UTU86939 (UT1108-205)	UTU86888 (UT1108-361)
UTU86893 (UT1108-162)	UTU86940 (UT1108-206)	UTU86889 (UT1108-368)
UTU86899 (UT1108-164)	UTU86941 (UT1108-207)	UTU86890 (UT1108-369)
UTU86901 (UT1108-166)	UTU86942 (UT1108-208)	UTU86891 (UT1108-370)
UTU86902 (UT1108-167)	UTU86954 (UT1108-209)	
UTU86903 (UT1108-168)	UTU86955 (UT1108-210)	

On September 21, 2011, a refund was issued for parcel UTU86907 (UT1108-172).

Bids were not received on 3 parcels during the oral auction or afterwards on a non-competitive basis. An unsold parcel is available on a first come, first-served basis for a two year period beginning the day of the sale. The length of time allotted to offering a lease on a noncompetitive basis has passed on the following parcels: UTU86842 (UT1108-056), UTU86843 (UT1108-057), and UTU86938 (UT1108-204).

Enclosure 2
Form 1842-1

Enclosure 3
List of Purchasers

<u>Lease (Parcel Number)</u>	<u>Purchaser</u>
UTU87024 (UT1108-158)	JC Petroleum Holding, LLC 3165 E Millrock Dr., #550 Holladay, UT 84121
UTU86986 (UT1108-243)	Tidewater Oil & Gas Co, LLC 110 16 TH ST., #405 Denver, CO 80202
UTU86987 (UT1108-244)	Anderson Oil LTD 5005 Woodway Dr., STE 300 Houston, TX 77056
UTU87025 (UT1108-295)	Summit Operating LLC 1245 Brickyard Rd Ste 210 Salt Lake City, UT 84106
UTU86849 (UT1108-329)	Impact Energy Resources, LLC 621 17TH ST., #1630 Denver, CO 80293