



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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March 11, 2013

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DECISION

Rocky Mountain Wild : Protest to the Inclusion of Certain
Matthew Sandler, Staff Attorney : Parcels in the December 19, 2008
1536 Wynkoop, Suite 303 : Competitive Oil and Gas Lease Sale
Denver, Colorado 80202

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 214 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, Rocky Mountain Wild¹ (RMW) protested 191 parcels listed in the NCLS. By errata issued on December 2, 12, and 15, 2008, 89 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issued by the Secretary of the Interior on February 6, 2009, 77 parcels, including 61 of the protested parcels, were withdrawn from the lease sale. On September 21, 2011, a refund was issued and its corresponding bid for one parcel was rejected. At the lease sale, competitive bids were not received on 5 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 5 parcels. In addition, RMW identified 4 parcels (UT1108-055, UT1108-059, UT1108-231 and UT1108-270) which were not under consideration by BLM for inclusion in the lease sale.

Enclosure 1 identifies the protested parcels and shows which parcels were deferred, deleted, or withdrawn from the lease sale, which parcels were not sold at the lease sale or in the two-year period after the sale, and the parcel for which the bid was rejected. The RMW protest as it pertains to these deferred (whole or in part), deleted, withdrawn, refunded, or unsold parcels, and the 4 protested parcels not under consideration for leasing is dismissed as moot.

¹ Formerly known as Center for Native Ecosystems (CNE).

This decision addresses the RMW protest as it pertains to the remaining 35 protested parcels, which are located on public lands managed by BLM's Vernal, Price, and Moab Field Offices as follows:

Vernal

UTU86875 (UT1108-085)	UTU86974 (UT1108-105)	UTU87022 (UT1108-156)
UTU86943 (UT1108-089)	UTU87003 (UT1108-139)	UTU87023 (UT1108-157)
UTU86953 (UT1108-099)	UTU87004 (UT1108-140)	UTU87024 (UT1108-158)
UTU86973 (UT1108-104)	UTU87005 (UT1108-141)	UTU87025 (UT1108-295)

Moab

UTU86892 (UT1108-161)	UTU86958 (UT1108-213)	UTU87007 (UT1108-271)
UTU86900 (UT1108-165)	UTU86986 (UT1108-243)	UTU87008 (UT1108-273)
UTU86932 (UT1108-198)	UTU86987 (UT1108-244)	

Price

UTU86838 (UT1108-319)	UTU86864 (UT1108-357)	UTU86869 (UT1108-363)
UTU86839 (UT1108-320)	UTU86865 (UT1108-358)	UTU86870 (UT1108-364)
UTU86849 (UT1108-329)	UTU86866 (UT1108-359)	UTU86871 (UT1108-365)
UTU86855 (UT1108-352)	UTU86867 (UT1108-360)	UTU86872 (UT1108-366)
UTU86863 (UT1108-356)	UTU86868 (UT1108-362)	UTU86873 (UT1108-367)

Overall, the RMW alleges that in offering the subject parcels for lease, BLM violated the National Environmental Policy Act (NEPA), the Federal Land Policy and Management Act (FLPMA), and the Endangered Species Act (ESA). Along with such allegations, RMW expresses its concern that rare and imperiled species and ecosystems will be adversely affected if the parcels are sold without adequate environmental analysis. RMW maintains that appropriate safeguards have not been addressed which results in unnecessary and undue harm to rare and imperiled species and native ecosystems.

For the reasons set forth below, I have determined that BLM complied with the requirements of NEPA, FLPMA, and the ESA and other applicable Federal laws and regulations prior to the inclusion of the remaining 35 protested parcels in the December 19, 2008 lease sale. Consequently, the RMW protest is denied.

Protest Contentions and BLM Responses

Protest Contention: BLM has not taken the required hard look at the environmental effects of the proposed leasing, has not adequately considered the direct, indirect, cumulative impacts of drilling and has not addressed significant new information provided by RMW. BLM's determination of NEPA adequacy cannot substitute for site-specific NEPA analysis. BLM has not conducted site-specific NEPA analysis at the leasing stage that addresses an irreversible and irretrievable commitment of resources.

BLM Response: 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 Vernal, Price, and Moab Resource Management Plans (RMPs) were completed after several years of environmental analyses and approved on October 31, 2008 by the Assistant Secretary for Lands and Minerals, Department of the Interior. The NEPA analyses underlying those plans thoroughly considered the potential direct, indirect, and cumulative impacts of oil and gas leasing in the planning areas, and those analyses were incorporated in the leasing decisions set forth in each RMP. In determining what parcels to include in the December 19, 2008 lease sale, BLM relied on the

leasing decisions made in these plans. As summarized in the respective 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 in the Environmental Impact Statements (EISs) prepared in connection with the RMPs 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. In its protest, RMW generally refers to new information that it asserts it previously provided to BLM in connection with prior lease sales, and contends that such information is significant new information requiring BLM to complete supplemental NEPA analyses prior to conducting the December 2008 lease sale. However, the RMW protest does not include any such information, as RMW merely indicates it is incorporating by reference such information in its protest. Such incorporation by reference in a protest is not appropriate. BLM lacks the time and resources to sift through previous protests for information that might be relevant to a current protest. Moreover, as set forth in the Council of Environmental Quality (CEQ) regulations implementing NEPA, and relevant decisions, the duty to supplement a NEPA analysis arises when there is new information showing that the proposed action will affect the quality of the environment in a significant manner or to a significant extent not already considered. See 43 C.F.R. § 1502.9; Marsh v. Or. Natural Res. Council, 490 U.S. 360, 374 (1989). As summarized in each DNA, BLM resource specialists carefully considered the issue and concluded that there was not significant new information requiring additional NEPA analyses before proceeding with the December 2008 lease sale. There is nothing in the RMW protest to show that BLM erred in such determination.

Protest Contention: BLM's resource management plans do not constitute consideration of the adequate range of alternatives.

BLM Response: On October 31, 2008, the Vernal, Price, and Moab RMPs were approved by the Assistant Secretary for Lands and Minerals, Department of the Interior. Prior to the approval of each RMP, the public had the opportunity to submit protests to BLM's Director concerning each RMP. The RMW protest contention that the RMPs failed to have an adequate range of alternatives raises issues that were previously raised and considered and addressed in the BLM Director's Protest Resolution Report for each RMP,² and those issues and/or challenges to the adequacy of the RMPs will not be reconsidered here.

Moreover, as set forth in the Vernal, Price, and Moab Field Offices' DNAs, BLM again considered the adequacy of the alternatives analyses underlying the respective land use plans, and as discussed in section D-2 of each DNA, concluded that the range of alternatives analyzed within the Final EISs was appropriate. The environmental impact statements (EISs) prepared in connection with Moab and Price RMPs considered four alternatives, and the EIS prepared in connection with the Vernal RMP considered five alternatives. In the alternatives analyses, a broad spectrum of possible leasing allocations and management strategies was considered. Further, each EIS considered a No Action alternative.

² 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).

Protest Contention: The effectiveness of BLM’s mitigation measures has not been analyzed nor has BLM demonstrated that mitigation measures will actually be implemented.

BLM Response: As a threshold matter, RMW fails to identify any specific mitigation measures about which it has concerns. Consequently, its protest contention regarding such measures is simply too general to merit a substantive response. In addition, any mitigation measures that would be applied at the leasing stage, such as lease stipulations, were developed in the land use planning process leading to the approval of the Vernal, Price, and Moab RMPs by the Assistant Secretary for Lands and Minerals. As previously discussed, prior to the approval of each RMP, the public had the opportunity to submit protests to BLM’s Director concerning each RMP. The RMW protest regarding mitigation measures raises issues that were previously raised and considered and addressed in the BLM Director’s Protest Resolution Report for each RMP, and those issues and/or challenges to the adequacy of the RMPs will not be reconsidered here.

Protest Contention: BLM’s leasing of the parcels will result in unnecessary and undue degradation to special status species and their habitats. BLM has not minimized adverse effects on special status species (Gunnison sage-grouse, greater sage-grouse, white-tailed prairie dog, black-footed ferret, razorback sucker, Colorado pikeminnow, bonytail, humpback chub, graham’s penstemon, Uintah basin hookless cactus, Pariette cactus and Mexican spotted owl). BLM has failed to protect sensitive species as required through instruction memorandum and BLM Manual 6840. BLM failed to adequately consider sensitive species in its NEPA documents to which it has tiered. BLM must appropriately deal with expert comments and utilize adequate science.

RMW maintains the following species, associated habitats and circumstances exist within the respective parcels:³

Species/Habitat	Parcel
Gunnison Sage-Grouse brooding.	089, 139, 140, 141, 319, & 320
Greater Sage-Grouse winter habitat (crucial, substantial, and 1 or more occurrences).	85, 89, 99, 104, 105, 139, 140, 141, 156, 295, 319, 320, 329, & 352
Graham’s Penstemon critical habitat and occurrences).	156, 157, & 158
White-Tailed Prairie Dog (WTPD) and Black-Footed Ferret (potential/current) habitats and within the WTPD ACEC nomination.	198, 271, 273, 356, 357, 358, 359, 360, 363, 364, & 365
Black-Footed Ferret management area or occurrences.	104, 105, 161, 165, 213, 271, 273, 352, 356, 357, 358, 359, 360, 362, 363, 364, 365, 366, & 367
Colorado River fish species (Razorback Sucker, Bonytail, Humpback Chub, And Colorado Pikeminnow) occurrences and historical records.	104, 156, 243, 244, 271, 273, 356, 358, 359, 362, 364, 365, 366, & 367

³ Species and habitat as defined by the Utah Natural Heritage Program database and/or Utah Division of Wildlife Resources.

BLM Response: BLM, in consultation with the United States Fish and Wildlife Service (USFWS) and Utah Division of Wildlife Resources (UDWR), agencies with expertise and jurisdiction by law, applied protective measures necessary to protect listed and special status species and their habitats that occur within the areas of concern. The agencies' experts reviewed the data available at the time of BLM's action. A January 2012 review of RMW's list of species and habitats of concern was completed and is portrayed in the following paragraphs.

Because of the deferral, withdrawal and the lack of a non-competitive bid on certain parcels, RMW's concern over the Gunnison sage-grouse, Mexican spotted owl, Uintah basin hookless cactus and the Pariette cactus is dismissed as moot.

BLM acknowledges that sage-grouse brooding and winter habitat is present on parcels 089, 319, and 320. As such, stipulations were attached to protect sage-grouse and its habitat. BLM determined that habitat does not occur for the Gunnison sage-grouse (brooding) on parcels 139 and 140 or for the greater sage-grouse (winter) on parcels 085, 099, 104, 105, 139, 140, 141, 156, 295, 329, and 352. There is no information or data provided in the RMW protest that would support concluding that these protective measures will not be effective.

BLM applied a protective stipulation for white-tailed prairie dog habitat within parcel 198. Habitat for this species does not occur on parcels 271, 273, 356, 357, 358, 359, 360, 363, 364, and 365. Likewise, BLM found that a lease notice was adequate to address the black-footed ferret habitat within parcels 357, 359, 360, 363, 364, and 365. Parcels 104, 105, 161, 165, 198, 213, 271, 273, 356, 358, 352, 356, 362, 366, and 367 do not contain habitat or management areas for the ferret. There is no information or data provided in the RMW protest that would support concluding that these protective measures will not be effective.

Critical habitat for the endangered Colorado River fishes was identified for parcels 104 and 156. Protections were not necessary on parcels 234, 244, 271, 273, 356, 358, 359, 362, 364, 365, 366, or 367. There is no information or data provided in the RMW protest that would support concluding that leasing such parcels would be detrimental to the critical habitat for endangered Colorado River fish species.

Graham's penstemon habitat is present and a protective stipulation (VFO-11) and notice (VFO-21) were applied to parcels 156,⁴ 157, and 158. There is no information or data provided in the RMW protest that would support concluding that these protective measures will not be effective.

Where these species and habitats identified in the previous table occur, RMW does not show how the protective measures (stipulations or notices) applied by the BLM do not address RMW's concerns.

RMW correctly recognizes that FLPMA requires BLM to prevent unnecessary or undue degradation in its management of the federal public lands. However, RMW's contention that BLM has violated FLPMA relies entirely on its unsupported assumption that the sale of the protested parcels will cause unnecessary or undue degradation to the lands underlying the subject parcels. Nothing in the NEPA analyses BLM relied on in determining which parcels to include in the sale in any way supports RMW's assumption, and the RMW protest provides no evidence to show otherwise. The mere issuance of leases does not constitute unnecessary or undue degradation of the public lands. See Colorado Envtl. Coalition, et al., 165 IBLA 221, 229 (2005) (oil and gas development is not per se unnecessary or undue degradation). Further, for one to show that oil and gas development would have this detrimental effect, one must at a minimum

⁴ The special status species Graham's penstemon stipulation (VFO-11) was added to parcel UTU87022 (UT1108-156) as per erratum issued on December 12, 2008.

show that a lessee's operations would be conducted in a manner that does not comply with applicable law or regulations, prudent management and practice, or reasonably available technology. See *id.* at 229. RMW's mere assertion that leasing of the protested parcels will cause unnecessary or undue degradation is groundless.

In compliance with existing law and policy, the BLM protects Threatened and Endangered (T&E) species from future oil and gas activity that might result from leasing by applying a T&E stipulation⁵ to every lease parcel. Additionally, species-specific T&E lease notices, such as the Utah prairie dog lease notice, are applied as needed. At the time of leasing, since there is no way of knowing then if or where the impacts of any development that might take place would potentially occur, the lease stipulation identifies BLM's authority for preventing impacts to listed species. Species-specific lease notices identify the parcels where species or habitat (existing or potential) may exist and the conservation measures that may be used to protect the species or habitat like the Utah prairie dog, should they be affected by future development. Although Section 7 of the ESA applies to future lease development as a matter of law, the imposition of such stipulations and notices provides full disclosure to potential lessees that specific T&E species, habitat or potential habitat exist on a respective parcel. If future development is proposed and conservation measures outlined in the lease notice are applied, the scope of Section 7 consultation could be minimized at the development stage. However, if these measures are found to be inadequate, the BLM retains authority to deny the proposal. Lastly, RMW has not shown where BLM has failed to protect sensitive species as required through instruction memorandum (unidentified) and BLM Manual 6840.

Protest Contention: BLM failed to adequately consider Area of Critical Environmental Concern (ACEC) nominations.

BLM Response: BLM acknowledges that in the Vernal Field Office Record of Decision (Vernal ROD) on the Vernal Field Office RMP, the nomination of two ACECs including Graham's penstemon habitat, was overlooked, and that the protest submitted by RMW concerning the Vernal Field Office on this matter was granted. Until the next planning process when the ACEC nomination will be considered, BLM commits to implementing the mitigation measures outlined in the Vernal ROD at page 18. The following measures are being (and will continue to be) implemented to mitigate impacts to the sensitive plant species from submitted projects with proposed surface disturbance:

- (1) Within suitable habitat, site-specific inventories will be conducted to determine occupancy. The inventories will be conducted for lands within 300 feet of proposed surface-disturbance.
- (2) In suitable habitat, the project infrastructure will be designed to minimize impacts.
- (3) Within occupied habitat, the project infrastructure will be designed to avoid direct disturbance and to minimize indirect impacts to populations and individual plants. The nearest proposed surface disturbance to a plant will be at least 300 feet away.

These measures were developed by the BLM in cooperation with the USFWS and are applied to leases as a stipulation (VFO-11) and as a notice (VFO-21). These are attached to leases where this species is known or thought to be present.

⁵ Instruction Memorandum WO- 2002-174 provides national direction for the use of this stipulation.

ACEC nominations that were analyzed during the respective planning processes in the Vernal, Price, and Moab Field Offices are discussed in the respective RODs (Vernal Rod at pages 35-43, Price ROD at pages 42-48, Moab ROD at pages 30-34). In those cases where potential ACECs were not designated in the respective RODs, BLM had determined that the relevant and important values could be protected through other means. Further, as previously stated, challenges to prior BLM planning decisions, including those set forth in the Vernal, Price, and Moab RMPs, will not be considered here.

Protest Contention: BLM has relied on the USFWS's biological opinions which wrongly conclude that oil and gas development authorized under the Vernal, Moab and Price Resource Management Plans will not jeopardize species listed under the ESA. RMW maintains that the USFWS's conclusion is arbitrary and capricious because the biological opinions do not provide an adequate analysis of the indirect and cumulative impacts of leasing nor the effectiveness of mitigation measures applied through stipulations and notices on listed species.

BLM and the USFWS have not completed the necessary consultation at the leasing stage that considers impacts (direct, indirect and cumulative) and recovery on the lease parcel and on adjacent lands for the black-footed ferret, razorback sucker, Colorado pikeminnow, bonytail, humpback chub, Uintah basin hookless cactus, Pariette cactus and Mexican spotted owl.

BLM Response: The USFWS prepared the respective biological opinions based on the information in the biological assessments and EISs BLM prepared in connection with the Vernal, Price, and Moab RMP planning processes.

RMW is incorrect in its assertion that consultation with the USFWS was not conducted at the planning and leasing stages for oil and gas. RMW incorrectly concludes that the USFWS's decision that oil and gas development authorized under the RMPs will not jeopardize species listed under the ESA is arbitrary and capricious and the biological opinions do not include an adequate analysis of the likely effectiveness of mitigation measures applied through lease stipulations and lease notices. As previously stated, challenges to the planning process will not be considered here. BLM does not doubt the expert opinion of the USFWS. BLM stands on the consultation process conducted with the USFWS and its results as attributed to the content of the stipulations and notices.

BLM also consulted with the USFWS in determining what parcels to include in the December 2008 lease sale, and what stipulations or notices should be applied to parcels to protect special status species and their associated habitats.

The RMW protest does not consider applicable lease stipulations or notices that may be relevant to its protest allegations. All of the species or habitat identified on or near the protested parcels have been considered and are addressed with applicable lease stipulations and/or notices. The BLM coordinated extensively with and requested comments from experts in the USFWS and the UDWR on the lease sale list on a parcel-specific basis. The review by the agency field specialists, energy coordinators, and NEPA specialists considered the effects of oil and gas leasing activity on aquatic and terrestrial species and habitats, including Utah prairie dogs. The USFWS and UDWR each provided comments on a parcel-specific basis and all recommendations were incorporated into the final parcel list. The USFWS and UDWR also affirmed that adequate protection was afforded to all relevant species or habitat.

After consulting with the USFWS concerning the December 2008 lease sale as discussed above, BLM applied stipulations and lease notices to relevant parcels consistent with the statewide programmatic Section 7 consultation and planning process. Consequently, it is beyond dispute that BLM has fulfilled its obligation under the ESA with respect to the December 2008 lease sale.

Protest Contention: Under the Mineral Leasing Act, BLM has discretion on whether or not to offer parcels for lease, and BLM should exercise this discretion and withdraw the protested parcels from the December 2008 lease sale.

BLM Response: RMW's contention regarding BLM's discretion with respect to leasing decisions is similar to many of the other contentions in the RMW protest. For example, RMW's contentions regarding land use plan revisions, nominated ACECs, purported "new information" related to special status or sensitive species, coordination with the USFWS, and inadequacies of notices and stipulations are very general. Although RMW contends that leasing will violate NEPA, FLPMA, and ESA, and identifies certain species and habitats of interest and lists corresponding parcels of concern, it does not attempt to explain how its general contentions may apply to specific protested parcels. Nor does RMW provide any specific data or information to support its contentions.

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. In its protest, RMW indicates that it has a well-established history of participation in BLM planning and management activities, its mission includes participating in "administrative processes" and "legal actions," and it has frequently availed itself of BLM's protest procedures as well as the administrative appeal process before the Interior Board of Land Appeals. Consequently, RMW should be well aware of its responsibilities in submitting a protest to BLM with respect to the inclusion of parcels in an oil and gas lease sale.

For the BLM to have a reasonable basis to consider future protests, RMW 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, RMW 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.

Conclusion

As the party challenging BLM's offering of the remaining 35 protested parcels for leasing, RMW bears the burden of establishing that the BLM's action was premised on a clear error of law, an error of material fact, or the failure to consider a substantial environmental question of material significance. RMW has not met this burden. Further, to the extent that RMW 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 remain unsold.

For these reasons, and for those previously discussed, the RMW protest as to the following 35 parcels is hereby denied:

UTU86875 (UT1108-085)	UTU86900 (UT1108-165)	UTU86863 (UT1108-356)
UTU86943 (UT1108-089)	UTU86932 (UT1108-198)	UTU86864 (UT1108-357)
UTU86953 (UT1108-099)	UTU86958 (UT1108-213)	UTU86865 (UT1108-358)
UTU86973 (UT1108-104)	UTU86986 (UT1108-243)	UTU86866 (UT1108-359)
UTU86974 (UT1108-105)	UTU86987 (UT1108-244)	UTU86867 (UT1108-360)
UTU87003 (UT1108-139)	UTU87007 (UT1108-271)	UTU86868 (UT1108-362)
UTU87004 (UT1108-140)	UTU87008 (UT1108-273)	UTU86869 (UT1108-363)
UTU87005 (UT1108-141)	UTU87025 (UT1108-295)	UTU86870 (UT1108-364)
UTU87022 (UT1108-156)	UTU86838 (UT1108-319)	UTU86871 (UT1108-365)
UTU87023 (UT1108-157)	UTU86839 (UT1108-320)	UTU86872 (UT1108-366)
UTU87024 (UT1108-158)	UTU86849 (UT1108-329)	UTU86873 (UT1108-367)
UTU86892 (UT1108-161)	UTU86855 (UT1108-352)	

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/ Juan Palma

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 Dec2008
Reading File: UT-920
Central Files UT-950

UT922 pschuller:CNE-RMW 1208 2-27-13

Enclosure 1
Background Information

In a letter received by the BLM on December 4, 2008, RMW protested 191 parcels within this notice as follows:

UTU86806 (UT1108-017)	UTU86952 (UT1108-098)	UTU87019 (UT1108-153)
UTU86807 (UT1108-018)	UTU86953 (UT1108-099)	UTU87020 (UT1108-154)
UTU86808 (UT1108-019)	UTU86970 (UT1108-101)	UTU87021 (UT1108-155)
UTU86809 (UT1108-020)	UTU86971 (UT1108-102)	UTU87022 (UT1108-156)
UTU86812 (UT1108-024)	UTU86972 (UT1108-103)	UTU87023 (UT1108-157)
UTU86813 (UT1108-025)	UTU86973 (UT1108-104)	UTU87024 (UT1108-158)
UTU86814 (UT1108-026)	UTU86974 (UT1108-105)	UTU86887 (UT1108-159)
UTU86815 (UT1108-027)	UTU86975 (UT1108-106)	UTU86892 (UT1108-161)
UTU86816 (UT1108-028)	UTU86976 (UT1108-109)	UTU86894 (UT1108-163)
UTU86817 (UT1108-029)	UTU86977 (UT1108-110)	UTU86899 (UT1108-164)
UTU86818 (UT1108-030)	UTU86978 (UT1108-111)	UTU86900 (UT1108-165)
UTU86819 (UT1108-031)	UTU86979 (UT1108-112)	UTU86904 (UT1108-169)
UTU86820 (UT1108-032)	UTU86980 (UT1108-112A)	UTU86907 (UT1108-172)
UTU86821 (UT1108-033)	UTU86981 (UT1108-115)	UTU86909 (UT1108-174)
UTU86823 (UT1108-035)	UTU86982 (UT1108-116)	UTU86913 (UT1108-177A)
UTU86824 (UT1108-036)	UTU86983 (UT1108-117)	UTU86914 (UT1108-178)
UTU86825 (UT1108-037)	UTU86988 (UT1108-119)	UTU86915 (UT1108-179)
UTU86826 (UT1108-038)	UTU86989 (UT1108-121)	UTU86916 (UT1108-180)
UTU86827 (UT1108-039)	UTU86990 (UT1108-122)	UTU86917 (UT1108-181)
UTU86828 (UT1108-040)	UTU86991 (UT1108-124)	UTU86918 (UT1108-182)
UTU86829 (UT1108-041)	UTU86992 (UT1108-125)	UTU86924 (UT1108-189)
UTU86830 (UT1108-042)	UTU86993 (UT1108-128)	UTU86925 (UT1108-190)
UTU86832 (UT1108-048)	UTU86994 (UT1108-129)	UTU86926 (UT1108-191)
UTU86833 (UT1108-049)	UTU86995 (UT1108-130)	UTU86927 (UT1108-192)
UTU86834 (UT1108-050)	UTU86996 (UT1108-131)	UTU86929 (UT1108-194)
UTU86854 (UT1108-058)	UTU86997 (UT1108-132)	UTU86932 (UT1108-198)
UTU86787 (UT1108-080)	UTU86998 (UT1108-134)	UTU86934 (UT1108-200)
UTU86788 (UT1108-081)	UTU86999 (UT1108-135)	UTU86935 (UT1108-201)
UTU86789 (UT1108-081B)	UTU87000 (UT1108-136)	UTU86936 (UT1108-202)
UTU86856 (UT1108-083)	UTU86701 (UT1108-137)	UTU86937 (UT1108-203)
UTU86859 (UT1108-084)	UTU87003 (UT1108-139)	UTU86938 (UT1108-204)
UTU86875 (UT1108-085)	UTU87004 (UT1108-140)	UTU86939 (UT1108-205)
UTU86876 (UT1108-086)	UTU87005 (UT1108-141)	UTU86940 (UT1108-206)
UTU86877 (UT1108-087)	UTU87006 (UT1108-142)	UTU86941 (UT1108-207)
UTU86895 (UT1108-088)	UTU87009 (UT1108-143)	UTU86942 (UT1108-208)
UTU86943 (UT1108-089)	UTU87010 (UT1108-144)	UTU86954 (UT1108-209)
UTU86944 (UT1108-090)	UTU87011 (UT1108-145)	UTU86955 (UT1108-210)
UTU86945 (UT1108-090A)	UTU87012 (UT1108-146)	UTU86956 (UT1108-211)
UTU86946 (UT1108-091)	UTU87013 (UT1108-147)	UTU86957 (UT1108-212)
UTU86947 (UT1108-092)	UTU87014 (UT1108-148)	UTU86958 (UT1108-213)
UTU86948 (UT1108-093)	UTU87015 (UT1108-149)	UTU86961 (UT1108-216)
UTU86949 (UT1108-094)	UTU87016 (UT1108-150)	UTU86962 (UT1108-217)
UTU86950 (UT1108-096)	UTU87017 (UT1108-151)	UTU86963 (UT1108-218)
UTU86951 (UT1108-097)	UTU87018 (UT1108-152)	UTU86964 (UT1108-219)

UTU86965 (UT1108-221)	UTU86848 (UT1108-327)	UTU86884 (UT1108-349)
UTU86966 (UT1108-222)	UTU86850 (UT1108-328)	UTU86885 (UT1108-350)
UTU86967 (UT1108-223)	UTU86849 (UT1108-329)	UTU86855 (UT1108-352)
UTU86968 (UT1108-224)	UTU86851 (UT1108-330)	UTU86886 (UT1108-355)
UTU86969 (UT1108-225)	UTU86852 (UT1108-331)	UTU86863 (UT1108-356)
UTU86984 (UT1108-232)	UTU86853 (UT1108-332)	UTU86864 (UT1108-357)
UTU86985 (UT1108-242)	UTU86857 (UT1108-333)	UTU86865 (UT1108-358)
UTU86986 (UT1108-243)	UTU86858 (UT1108-334)	UTU86866 (UT1108-359)
UTU86987 (UT1108-244)	UTU86860 (UT1108-335)	UTU86867 (UT1108-360)
UTU87007 (UT1108-271)	UTU86861 (UT1108-336)	UTU86888 (UT1108-361)
UTU87008 (UT1108-273)	UTU86878 (UT1108-337)	UTU86868 (UT1108-362)
UTU87025 (UT1108-295)	UTU86879 (UT1108-338)	UTU86869 (UT1108-363)
UTU86838 (UT1108-319)	UTU86880 (UT1108-339)	UTU86870 (UT1108-364)
UTU86839 (UT1108-320)	UTU86881 (UT1108-340)	UTU86871 (UT1108-365)
UTU86840 (UT1108-321)	UTU86882 (UT1108-341)	UTU86872 (UT1108-366)
UTU86841 (UT1108-322)	UTU86883 (UT1108-342)	UTU86873 (UT1108-367)
UTU86844 (UT1108-323)	UTU86896 (UT1108-343)	UTU86889 (UT1108-368)
UTU86845 (UT1108-324)	UTU86897 (UT1108-344)	UTU86890 (UT1108-369)
UTU86846 (UT1108-325)	UTU86898 (UT1108-345)	UTU86891 (UT1108-370)
UTU86847 (UT1108-326)	UTU86862 (UT1108-348)	

By errata issued on December 2, 12, and 15, 2008, the following 89 parcels were deferred for additional review or deleted:

UTU86806 (UT1108-017)	UTU86787 (UT1108-080)	UTU87012 (UT1108-146)
UTU86807 (UT1108-018)	UTU86788 (UT1108-081)	UTU87013 (UT1108-147)
UTU86808 (UT1108-019)	UTU86789 (UT1108-081B)	UTU87014 (UT1108-148)
UTU86809 (UT1108-020)	UTU86859 (UT1108-084)	UTU87015 (UT1108-149)
UTU86812 (UT1108-024)	UTU86895 (UT1108-088)	UTU87016 (UT1108-150)
UTU86813 (UT1108-025)	UTU86945 (UT1108-090A)	UTU87017 (UT1108-151)
UTU86814 (UT1108-026)	UTU86971 (UT1108-102)	UTU87018 (UT1108-152)
UTU86815 (UT1108-027)	UTU86972 (UT1108-103)	UTU87019 (UT1108-153)
UTU86816 (UT1108-028)	UTU86980 (UT1108-112A)	UTU87020 (UT1108-154)
UTU86817 (UT1108-029)	UTU86983 (UT1108-117)	UTU87021 (UT1108-155)
UTU86818 (UT1108-030)	UTU86988 (UT1108-119)	UTU86924 (UT1108-189)
UTU86819 (UT1108-031)	UTU86989 (UT1108-121)	UTU86925 (UT1108-190)
UTU86820 (UT1108-032)	UTU86990 (UT1108-122)	UTU86926 (UT1108-191)
UTU86821 (UT1108-033)	UTU86991 (UT1108-124)	UTU86927 (UT1108-192)
UTU86823 (UT1108-035)	UTU86992 (UT1108-125)	UTU86929 (UT1108-194)
UTU86824 (UT1108-036)	UTU86993 (UT1108-128)	UTU86934 (UT1108-200)
UTU86825 (UT1108-037)	UTU86994 (UT1108-129)	UTU86961 (UT1108-216)
UTU86826 (UT1108-038)	UTU86995 (UT1108-130)	UTU86962 (UT1108-217)
UTU86827 (UT1108-039)	UTU86996 (UT1108-131)	UTU86963 (UT1108-218)
UTU86828 (UT1108-040)	UTU86997 (UT1108-132)	UTU86964 (UT1108-219)
UTU86829 (UT1108-041)	UTU86998 (UT1108-134)	UTU86965 (UT1108-221)
UTU86830 (UT1108-042)	UTU86999 (UT1108-135)	UTU86966 (UT1108-222)
UTU86832 (UT1108-048)	UTU87006 (UT1108-142)	UTU86967 (UT1108-223)
UTU86833 (UT1108-049)	UTU87009 (UT1108-143)	UTU86968 (UT1108-224)
UTU86834 (UT1108-050)	UTU87010 (UT1108-144)	UTU86969 (UT1108-225)
UTU86854 (UT1108-058)	UTU87011 (UT1108-145)	UTU86984 (UT1108-232)

UTU86840 (UT1108-321)	UTU86846 (UT1108-325)	UTU86858 (UT1108-334)
UTU86841 (UT1108-322)	UTU86847 (UT1108-326)	UTU86861 (UT1108-336)
UTU86844 (UT1108-323)	UTU86848 (UT1108-327)	UTU86897 (UT1108-344)
UTU86845 (UT1108-324)	UTU86857 (UT1108-333)	

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 61 parcels were withdrawn:

UTU86856 (UT1108-083)	UTU86894 (UT1108-163)	UTU86852 (UT1108-331)
UTU86876 (UT1108-086)	UTU86899 (UT1108-164)	UTU86853 (UT1108-332)
UTU86877 (UT1108-087)	UTU86904 (UT1108-169)	UTU86860 (UT1108-335)
UTU86944 (UT1108-090)	UTU86909 (UT1108-174)	UTU86878 (UT1108-337)
UTU86946 (UT1108-091)	UTU86916 (UT1108-180)	UTU86879 (UT1108-338)
UTU86948 (UT1108-093)	UTU86917 (UT1108-181)	UTU86880 (UT1108-339)
UTU86949 (UT1108-094)	UTU86918 (UT1108-182)	UTU86881 (UT1108-340)
UTU86950 (UT1108-096)	UTU86935 (UT1108-201)	UTU86882 (UT1108-341)
UTU86951 (UT1108-097)	UTU86936 (UT1108-202)	UTU86883 (UT1108-342)
UTU86952 (UT1108-098)	UTU86937 (UT1108-203)	UTU86896 (UT1108-343)
UTU86970 (UT1108-101)	UTU86939 (UT1108-205)	UTU86898 (UT1108-345)
UTU86975 (UT1108-106)	UTU86940 (UT1108-206)	UTU86862 (UT1108-348)
UTU86976 (UT1108-109)	UTU86941 (UT1108-207)	UTU86884 (UT1108-349)
UTU86977 (UT1108-110)	UTU86942 (UT1108-208)	UTU86885 (UT1108-350)
UTU86978 (UT1108-111)	UTU86954 (UT1108-209)	UTU86886 (UT1108-355)
UTU86979 (UT1108-112)	UTU86955 (UT1108-210)	UTU86888 (UT1108-361)
UTU86981 (UT1108-115)	UTU86956 (UT1108-211)	UTU86889 (UT1108-368)
UTU86982 (UT1108-116)	UTU86957 (UT1108-212)	UTU86890 (UT1108-369)
UTU87000 (UT1108-136)	UTU86985 (UT1108-242)	UTU86891 (UT1108-370)
UTU86701 (UT1108-137)	UTU86850 (UT1108-328)	
UTU86887 (UT1108-159)	UTU86851 (UT1108-330)	

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

Bids were not received on 5 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 regarding the following parcels:

UTU86947 (UT1108-092)	UTU86913 (UT1108-177A)	UTU86914 (UT1108-178)
UTU86915 (UT1108-179)	UTU86938 (UT1108-204)	

Enclosure 2
Form 1842-1

Enclosure 3
List of Purchasers

<u>Lease (Parcel Number)</u>	<u>Purchaser</u>
UTU86875 (UT1108-085)	Interinsic Energy LLC 621 17 TH ST, #1555 Denver, CO 80293
UTU86943 (UT1108-089)	Peak Royalty Holdings, LLC 113 Greenfield Circle Heber City, UT 84032
UTU86953 (UT1108-099) UTU87003 (UT1108-139) UTU87004 (UT1108-140) UTU87023 (UT1108-157)	Robert L Bayless Prodr 621 17 TH ST # 2300 Denver, CO 80293
UTU86973 (UT1108-104)	Questar Expl & Prod Co 1050 17 TH ST, STE 500 Denver, CO 80265
UTU87022 (UT1108-156)	Lane Lasrich 2597 E Bridger Blvd Sandy, UT 84093
UTU86974 (UT1108-105)	International Petroleum 4834 S Highland Dr. #200 Salt Lake City, UT 84117
UTU87005 (UT1108-141)	Liberty Petro Corp P.O. Box 1549 New York, NY 10028
UTU87024 (UT1108-158)	JC Petroleum Holding, LLC 3165 E Millrock Dr., #550 Holladay, UT 84121
UTU86892 (UT1108-161) UTU86900 (UT1108-165)	Twilight Resources 1411 East 840 North Orem, UT 84097 And Fidelity Exploration & Production 1700 Lincoln #2800 Denver, CO 80203
UTU86838 (UT1108-319) UTU86849 (UT1108-329)	Impact Energy Resources, LLC 621 17 TH St., #1630 Denver, CO 80293
UTU86932 (UT1108-198)	SonJa V McCormick 1481 S Preston St Salt Lake City, UT 84108

<u>Lease (Parcel Number)</u>	<u>Purchaser</u>
UTU86958 (UT1108-213) UTU86986 (UT1108-243)	Tidewater Oil & Gas Co, LLC 110 16 TH St., #405 Denver, CO 80202
UTU86987 (UT1108-244) UTU87007 (UT1108-271) UTU87008 (UT1108-273)	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
UTU86839 (UT1108-320)	Pioneer Natural Resources USA 1401 17 TH St., STE 1200 Denver, CO 80202
UTU86855 (UT1108-352)	Bill Barrett Corp 1099 18 TH St # 2300 Denver, CO 80202
UTU86863 (UT1108-356) UTU86864 (UT1108-357) UTU86865 (UT1108-358) UTU86866 (UT1108-359) UTU86867 (UT1108-360) UTU86868 (UT1108-362) UTU86869 (UT1108-363) UTU86870 (UT1108-364) UTU86871 (UT1108-365) UTU86872 (UT1108-366) UTU86873 (UT1108-367)	Twilight Resources LLC 1411 E 840 N Orem, UT 84097