



December 17, 2012

Via facsimile (801-539-4237) and hand delivery and Certified Mail-Return Receipt Requested

Bureau of Land Management
Utah State Office
P.O. Box 45155
Salt Lake City, UT 84145-0155
440 West 200 South, Suite 500
Salt Lake City, Utah 84101

and

Via email (utmbmail@blm.gov and BLM_UT_MB_Comments@blm.gov) and Certified Mail-Return Receipt Requested

Bureau of Land Management
Moab Field Office
82 East Dogwood
Moab, UT 84532

Re: Protest by the University of Utah to Competitive Lease Sale (Oil and Gas) of Federal Lands Parcels UT0213-169, UT0213-170, UT0213-171, and UT0213-174 in the area known as the Dolores Triangle

Ladies and Gentlemen:

This letter constitutes the University of Utah's formal protest to the inclusion of the parcels UT0213-169, UT0213-170, UT0213-171, and UT0213-174 (the "Parcels") in the Federal lands to be offered for sale by the BLM as described in the Notice of Competitive Lease Sale (Oil and Gas) dated November 16, 2012 and attached to this letter.

The University of Utah leases property located on the Dolores River, approximately 5 miles south¹ of the aforementioned Parcels, on which the University operates a multi-disciplinary research station known as the Rio Mesa Center (the "Research Station"). The Research Station's proximity to the Parcels is more specifically shown on Figure 1 and Figure 2, attached hereto. The University of Utah is very concerned about the possible negative impacts of oil/gas exploration and production operations on the Parcels on the activities and intended purpose of the Research Station.

The Research Station provides opportunities for field-based interdisciplinary research that emphasizes ecology and the environment in the broadest sense. It is a real-world laboratory for integrated thinking about humans and their place in biologically complex, but fragile, systems. The Research Station promotes research, courses and professional training at the interface of biology, history, anthropology, art, and human sustainability.

¹ Due to an incorrect general written description of the lease parcels in the Environmental Assessment (EA) dated September 2012 ("... miles southeast of Dewey Bridge"), the original comments submitted by the University of Utah in response to the EA described Rio Mesa Center as being "downstream" and "west" of the parcels. However, the actual locations of the parcels (northeast of Dewey Bridge), based on public land survey coordinates, suggest the parcels are north of Rio Mesa Center.



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The Research Station hosts research on a number of topics that would be forfeited by air or water pollution, flooding, noise, and other impacts associated with the oil/gas operations. Research areas include anthropology, hydrology, ornithology, entomology, riparian ecology, native plant communities and their resistance to invasive species, and native fisheries research, among others.

Specific examples of ongoing research that could be compromised by the oil and gas operations include an NSF funded study evaluating dust provenance using the isotopic composition of plant wax biomarkers. This research informs on the effects of modern and historic land management practices on atmospheric dust deposition and loading on snowpacks in the West, with implications for water resource management and regional hydrology. Other specific examples of research projects that may be affected include the long-term evaluation and monitoring of avian fauna and the timing of their migration patterns, as well as a study of genetic variability of native plant species, specifically those individuals that are competing well with invasive Russian knapweed and cheatgrass.

Some of the most critical aspects of a functional research station are stationary background conditions and controlled access/security. Changing any of the natural conditions at the site such as increased dust deposition via increased traffic in the area, altered river hydrology or sediment loads, excessive artificial noise, or land disturbance that promotes invasive plant migration and establishment, would affect the research outcomes at the station. Security and limited access to the station are also critical for assuring the integrity of research plots and scientific instrumentation. Increased traffic and human presence in the area increases the likelihood of vandalism, and intentional or inadvertent disruption of research and educational activities at the center. Use of tracks and roads in or in close proximity to the Research Station in connection with oil/gas exploration and production operations would most certainly adversely impact the Research Center and the research being performed there. Access to the Parcels should occur via tracks and roads that do not impact the Research Center, and to the extent that any leases are granted on the Parcels, the leases should at minimum contain a stipulation that the lessees will not access or seek access on or across the Research Station property.

Significant resources have been invested in Rio Mesa Center by the University of Utah and its research partners, including the Bureau of Land Management. The University of Utah does not currently have sufficient information to understand every possible impact that the development associated with these oil and gas leases would have on the Research Center, but to the extent that the leases or associated development would have any impact on the Research Station property or the operations of the Research Station, including the research being performed there, the University strongly opposes the leases.

Although the Research Station is in close proximity to the Parcels and the University of Utah is the lessee of record, the University of Utah was not invited to participate in the scoping process or otherwise provided any meaningful opportunity to participate in the BLM's decision-making process, and the University of Utah was not provided sufficient notice of the sale.

Rio Mesa Center
260 S. Central Campus Dr., Rm. 270
Salt Lake City, Utah 84112-9155
(801) 815-0093
FAX (801) 581-8219



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The Environmental Assessment dated September 2012 conducted by the BLM (the "EA") does not adequately examine the potential harm to the Rio Mesa Center. On October 19, 2012, the University of Utah wrote to the BLM commenting on the EA. A copy of that October 19, 2012 letter is attached hereto.

Given the critical importance of the Rio Mesa Center to the University of Utah, the University of Utah would appreciate an opportunity to meet with Utah's Director of the BLM to discuss these issues as soon as reasonably possible. The University of Utah very much values its relationship and ongoing collaborations with the BLM. We look forward to working with the BLM in connection with this matter.

Sincerely,

Zachary J. Lundeen, Ph.D.
Director, Rio Mesa Center

Name and address of protesting party:

*The University of Utah
Attention: Vice President for Research
201 S. Presidents Circle, Room 210
Salt Lake City, Utah 84112-9011
Phone: 801-581-7236
Fax: (801)585-6212
Email: research@utah.edu*

cc: Thomas N. Parks, Ph.D., Vice President for Research, the University of Utah
Juan Palma, State Director, BLM

Rio Mesa Center
260 S. Central Campus Dr., Rm. 270
Salt Lake City, Utah 84112-9155
(801) 815-0093
FAX (801) 581-8219

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Notice of Competitive Lease Sale (Oil and Gas) dated November 16, 2012



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Utah State Office

P.O. Box 45155

Salt Lake City, UT 84145-0155

<http://www.blm.gov/ut/st/en.html>



November 16, 2012

Notice of Competitive Lease Sale Oil and Gas

We are pleased to announce that we will offer for competitive sale 41 parcels of Federal lands containing 63,909.07 acres in the State of Utah for oil and gas leasing. This notice describes:

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

Attached to this notice is a list of the lands we are offering by serial number, parcel number and land description. We have included any special conditions or restriction that will be made a part of the lease below each parcel. For your convenience, we are including a copy of the bid form. A map showing the sale parcels, the list of lands and the shape files are also available at our public internet site:

http://www.blm.gov/ut/st/en/prog/energy/oil_and_gas/oil_and_gas_lease.html

When and where will the sale take place?

When: The competitive oral sale will begin at 9:00 a.m. on Tuesday, February 19, 2013. The registration table will open at 7:45 a.m., so you can register and get your bidding number.

We will hold the sale at the Bureau of Land Management State Office, 3 Gateway Building, 440 West 200 South, Fifth Floor, Monument Conference Room 532, Salt Lake City, Utah. There are parking facilities at the building.

Access: The sale room is accessible to persons with disabilities. If you need an auxiliary aid or service to participate in the sale, such as sign language interpreter or materials in an alternate format, contact Leslie Wilcken at (801) 539-4112, by January 25, 2013.

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 7:45 a.m. on the day of the sale.

When you register to bid, you will be required to show 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.

What is the sale process?

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

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

The minimum bid BLM can accept is \$2 per acre. If a parcel contains fractional acreage, round it up to the next whole acre. For example, a parcel of 100.51 acres requires a minimum bid of \$202.00 (\$2 x 101 acres). After we have offered all the parcels, you may ask the auctioneer to re-offer any unsold parcels.

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How long will the sale last?

We begin the sale at 9 a.m. and it continues until all of the parcels in this Notice have been offered. The length of the sale depends on the number of parcels we are offering and the pace of the bidding.

What conditions apply to the lease sale?

- **Parcel withdrawal or sale cancellation:** We reserve the right to withdraw any or all parcels before the sale begins. If we withdraw a parcel, we will post a notice in the Utah State Office Business Information Center (Public Room) before the day of the sale. We will announce withdrawn parcels before beginning the sale. If we cancel the sale, we will notify you as soon as possible.
- **Payment due:** You cannot withdraw a bid. Your bid is a legally binding contract. For each parcel you win, you must pay at least 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 \$150. You must pay these monies by 4:30 p.m. on the date of the sale at our Accounting Office on the 5th floor of the State Office. You must pay any balance due by the close of business on March 5, 2013, which is the 10th working day following the sale. If you do not pay in full by this date, you lose the right to the lease and all money due on the day of the sale. If you forfeit a parcel, we may offer it at a later sale.

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).

Once you obtain your lease, you must pay the second and all subsequent rental payments to the Department of the Interior's Office of Natural Resources Revenue (ONRR) on or before the lease anniversary date. If your rental is not received by the ONRR on or before the anniversary date each year, your lease will automatically terminate. You should mail the rental payment at least a week or 10 days before the lease anniversary date. You should pay ONRR directly. The BLM will not forward any misfiled payments to the ONRR.

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

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However, we cannot grant you any extension of time to pay the money that is due the day of the sale.

Limitations on Credit Cards and Debit Payments: Per IB No. OC-2012-025, dated April 3, 2012, effective June 30, 2012, credit or debit cards cannot be used for an amount equal to or greater than \$49,999.99 for any purpose. We also will not accept an aggregated smaller amount to bypass this requirement.

- **Bid form:** On the day of the sale, if you are a successful bidder you must give us a properly completed and signed competitive bid form (Form 3000-2, January 2007) with the required payment. This form is a legally binding offer by the prospective lessee to accept a lease and all its terms and conditions. Once the form is signed, you cannot change it. We will not accept any bid form that has information crossed out or is otherwise altered.

We recommend you get a copy of the bid form and complete it prior to the sale. Your completed bid form certifies that:

- (1) You and/or the prospective lessee are qualified to hold an oil and gas lease under our regulations at 43 CFR 3102.5-2; and
- (2) Both of you have complied with 18 U.S.C. 1860, a law that prohibits unlawful combinations, intimidation of and collusion among bidders.

A copy of the bid form is included with this notice.

- **Lease Issuance:** After we receive the bid form and all the money due, we can issue the lease. Usually, a lease is effective the first day of the month following the month in which we sign it. If you want your lease to be effective the first day of the month in which we sign it, you must ask us in writing to do this. We have to receive your request before we sign the lease.
- **Lease terms:** A lease issued as a result of this sale will have a primary term of 10 years. It will continue beyond its primary term as long as oil or gas in paying quantities is produced on or for the benefit of the lease. Rental at \$1.50 per acre for the first 5 years (\$2 per acre after that) is due on or before the anniversary date each year until production begins. Once a lease is producing, you must pay a royalty of 12.5 percent on the production. You will find other lease terms on our standard lease form (Form 3100-11, October 2008).
- **Stipulations:** Some parcels have special requirements or restrictions, which are called stipulations. These are included with the parcel descriptions. Stipulations are part of the lease and supersede any inconsistent provisions of the lease form.

All Federal oil and gas lease rights are granted subject to applicable laws under Section 6 of the lease terms, and lessees must meet certain requirements under the Endangered Species Act, as amended, 16 U.S.C. 1531 et. Seq. In accordance with Washington Office Instruction Memorandum No. 2002-174 each parcel included in this lease sale will be subject to the Endangered Species Act Section 7 Consultation Stipulation.

In accordance with WO Instruction Memorandum No. 2005-003, *Cultural Resources and Tribal Consultation, for Fluid Minerals Leasing*, each parcel in this lease sale will be subject to the Cultural Resource Protection Stipulation.

How do I file a noncompetitive offer after the sale?

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

- An Offer to Lease Form properly completed and signed. (Note: You may copy the lease form, but you must copy the four pages of the lease document onto two pages. If you copy the form on 4 pages or use an obsolete lease form, we will reject your offer. Any copy you make must be legible.) Describe the lands in your offer as specified in our regulations at 43 CFR 3110.5, and;
- Your payment for the total of the \$390 filing fee and the advanced first year's rental (\$1.50 per acre). Remember to round up any fractional acreage when you calculate the amount of rental.

Put the above items in a sealed envelope marked "Noncompetitive Offer" and place the envelope in the drop box in the Utah State Office Information Access Center (Public Room). We consider all offers filed the day of a sale and the first business day after it, for any of the unsold parcels, filed at the same time. If a parcel receives more than one offer, we will hold a drawing to pick the winner. In the list of parcels, we have noted any parcels that have pending presale offers. A presale offer has priority over any offer filed after the sale.

How do I file a noncompetitive presale offer?

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

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

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

When is the next competitive oil and gas lease sale scheduled?

We have tentatively scheduled our next competitive sale for May 21, 2013.

How can I find out the results of this sale?

We will post the sale results in the Utah State Office Information Access Center. You can buy a printed copy of the results list the Utah State Office Information Access Center. The list will also be available at our public internet site: http://www.blm.gov/ut/st/en/prog/energy/oil_and_gas_lease.html.

May I protest BLM's decision to offer the lands in this Notice for lease?

Yes, under regulation 43 CFR 3120.1-3, you may protest the inclusion of a parcel listed in this sale notice. All protest must meet the following requirements:

- We must receive a protest no later than close of business on December 17, 2012. The protest must also include any statement of reasons to support the protest. We will dismiss a late-filed protest or a protest filed without a statement of reasons.
- A protest must state the interest of the protesting party in the matter.
- You may file a protest either by mail in hardcopy form or by telefax. You may not file a protest by electronic mail. A protest filed by fax must be sent to (801) 539-4237. 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 on their behalf, the individual cannot make a protest in the group's name.
- Protest must include the name and address of the protesting party.

If BLM receives a timely protest of a parcel advertised on this Sale Notice, how does it affect bidding on the parcel?

We will announce receipt of any protest at the beginning of the sale. We will also announce a decision to either withdraw the parcel or proceed with offering it at the sale.

If I am the high bidder at the sale for a protested parcel, when will BLM issue my lease?

We will make every effort to decide the protest within 60 days after the sale. We will issue no lease for a protested parcel until the State Director makes a decision on the protest. If the State Director denies the protest, we will issue your lease concurrently with that decision.

If I am the successful bidder of a protested parcel, may I withdraw my bid and receive a refund of my first year's rental and bonus bid?

No. In accordance with BLM regulations (43 CFR 3120.5-3) you may not withdraw your bid.

If BLM upholds the protest, how does that affect my competitive bid?

If we uphold a protest and withdraw the parcel from leasing, we will refund your first year's rental, bonus bid and administrative fee. If the decision upholding the protest results in additional stipulations, we will offer you an opportunity to accept or reject the lease with the additional stipulations prior to lease issuance. If you do not accept the additional stipulations, we will reject your bid and we will refund your first year's rental, bonus bid and administrative fee.

If BLM decision to uphold the protest results in additional stipulations, may I appeal that decision?

Yes, you may. Note: an appeal from the State Director's decision must meet the requirements of Title 43 CFR 4.411 and Part 1840.

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May I appeal BLM's decision to deny my protest?

Yes, you may. Note: an appeal from the State Director's decision must meet the requirements of Title 43 CFR 4.411 and Part 1840.

May 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 a refund of the bonus bid, rentals and administrative fees 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.

For more information, please contact Leslie Wilcken at (801) 539-4112.

/s/ Kent Hoffman

Kent Hoffman
Deputy State Director
Division of Lands and Minerals

THE FOLLOWING STIPULATIONS AND NOTICE WILL BE ATTACHED TO ALL ISSUED LEASES:

CULTURAL RESOURCE PROTECTION 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. 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.

THREATENED AND ENDANGERED SPECIES ACT 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 would contribute to a need to list such 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 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.

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.

BIDDER REGISTRATION FORM
February 19, 2013
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: _____

Form 3000-2
(August 2007)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
**COMPETITIVE OIL AND GAS OR
GEOTHERMAL RESOURCES LEASE BID**
30 U.S.C. 181 et seq.; 30 U.S.C. 351-359;
30 U.S.C. 1001-1026; 42 U.S.C. 8508

State _____
Date of Sale _____

PARCEL NUMBER	AMOUNT OF BID (see instructions below)	
	TOTAL BID	PAYMENT SUBMITTED WITH BID
THE BID IS FOR (check one): <input type="checkbox"/> Oil and Gas Parcel Number _____		
<input type="checkbox"/> Geothermal Parcel Number _____ Name of Known Geothermal Resource Area (KGRA) _____		

The appropriate regulations applicable to this bid are: (1) for oil and gas leases--43 CFR 3120; (2) for National Petroleum Reserve-Alaska (NPR-A) leases--43 CFR 3132; and (3) for Geothermal resources leases--43 CFR 3220. (See details concerning lease qualifications on next page.)

I CERTIFY THAT I have read and am in compliance with; and not in violation of the lessee qualification requirements under the applicable regulations for this bid.

I CERTIFY THAT this bid is not in violation of 18 U.S.C. 1860 which prohibits unlawful combination or intimidation of bidders. I further certify that this bid was arrived at independently and is tendered without collusion with any other bidder for the purpose of restricting competition.

IMPORTANT NOTICE: Execution of this form where the offer is the high bid, constitutes a binding lease offer including all applicable terms and conditions. Failure to comply with the applicable laws and regulations under which this bid is made will result in rejection of the bid and forfeiture of all monies submitted.

Print or Type Name of Lessee _____	Signature of Lessee or Bidder _____
Address of Lessee _____	
City _____ State _____ Zip _____	

INSTRUCTIONS FOR OIL AND GAS BID
(Except NPR-A)

1. Separate bid for each parcel is required. Identify parcel by the parcel number assigned in the *Notice of Competitive Lease Sale*.
2. Bid must be accompanied by the national minimum acceptable bid, the first year's rental and the administrative fee. The remittance must be in the form specified in 43 CFR 3103.1-1. The remainder of the bonus bid, if any, must be submitted to the proper Bureau of Land Management (BLM) office within 10 working days after the last day of the oral auction. Failure to submit the remainder of the bonus bid within 10 working days will result in rejection of the bid offer and forfeiture of all monies paid.
3. If the bidder is not the sole party in interest in the lease for which the bid is submitted, all other parties in interest may be required to furnish evidence of their qualifications upon written request by the BLM.
4. This bid may be executed (signed) before the oral auction. If signed before the oral auction, this form cannot be modified without being executed again.
5. In view of the above requirement (4), the bidder may wish to leave the AMOUNT OF BID section blank so that final bid amount may be either completed by the bidder or the BLM at the oral auction.

INSTRUCTIONS

INSTRUCTIONS FOR GEOTHERMAL OR NPR-A OIL AND GAS BID

1. Separate bid for each parcel is required. Identify the parcel by the number assigned to a tract.
2. Bid must be accompanied by one-fifth of the total amount of the bid. The remittance must be in the form specified in 43 CFR 3220.4 for a Geothermal Resources bid and 3132.2 for a NPR-A lease bid.
3. Mark the envelope "Bid for Geothermal Resources Lease" in (Name of KGRA) or "Bid for NPR-A Lease," as appropriate. Be sure correct parcel number of tract on which the bid is submitted and date of bid opening are noted plainly on envelope. No bid may be modified or withdrawn unless such modification or withdrawal is received prior to time fixed for opening of bids.
4. Mail or deliver bid to the proper BLM office or place indicated in the *Notice of Competitive Lease Sale*.
5. If the bidder is not the sole party in interest in the lease for which bid is submitted, all other parties in interest may be required to furnish evidence of their qualifications upon written request by the BLM.

Title 18 U.S.C. Section 1001 and Title 48 U.S.C. Section 1212 make it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

(Continued on page 2)

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Figure 1



Google earth miles 9 km 10

Figure 1

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Figure 2

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Blair Field Office
Travel Management
Map 5

Legend

- 1. BLM-Managed Land
- 2. Private Land
- 3. National Forest System Land
- 4. National Monument System Land
- 5. National Park System Land
- 6. Bureau of Reclamation Land
- 7. Bureau of Indian Affairs Land
- 8. State Land
- 9. County Land
- 10. Township Land
- 11. Section Land
- 12. Other Land
- 13. Unmanaged Land
- 14. Water
- 15. Wetlands
- 16. Riparian Areas
- 17. Wetlands of National Importance
- 18. Wetlands of State Importance
- 19. Wetlands of Local Importance
- 20. Wetlands of Unknown Importance
- 21. Wetlands of Potential National Importance
- 22. Wetlands of Potential State Importance
- 23. Wetlands of Potential Local Importance
- 24. Wetlands of Potential Unknown Importance
- 25. Wetlands of Potential National Importance
- 26. Wetlands of Potential State Importance
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40. Wetlands of Potential Unknown Importance

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43. Wetlands of Local Importance

44. Wetlands of Unknown Importance

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46. Wetlands of Potential State Importance

47. Wetlands of Potential Local Importance

48. Wetlands of Potential Unknown Importance

49. Wetlands of National Importance

50. Wetlands of State Importance

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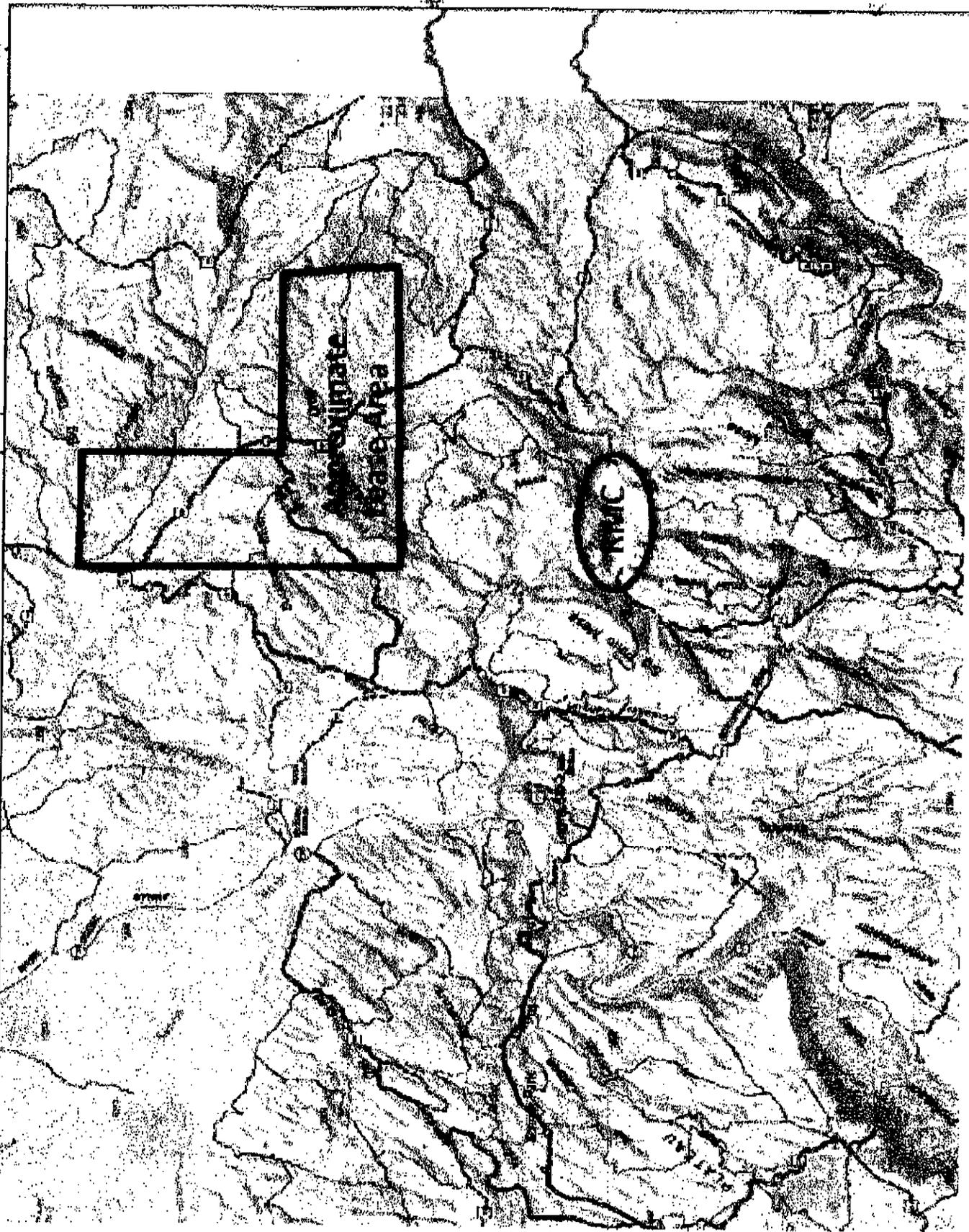


Figure 2

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October 19, 2012 from University to BLM



Via email (BLM_UT_MB_Comments@blm.gov) and Certified Mail-Return Receipt Requested

October 19, 2012

Bureau of Land Management
Moab Field Office
82 East Dogwood
Moab, UT 84532

Re: Comment from the University of Utah regarding Environmental Assessment (EA) dated September 2012 and adverse impacts of potential oil and gas leases on the University of Utah's Rio Mesa Center

Ladies and Gentlemen:

I am writing to you concerning the oil and gas leases proposed in the area known as the Dolores Triangle -- specifically parcels UT0213-169, UT0213-170, UT0213-171, and UT0213-174 (the "Parcels"). The University of Utah operates a multi-disciplinary research station known as the Rio Mesa Center (the "Research Station") on property located on the Dolores River, downstream (west) from the aforementioned Parcels.

The University of Utah is very concerned about the possible impacts of oil/gas exploration and production operations on the activities and intended purpose of the Research Station. Although the Research Station is in close proximity to the Parcels, the University was not included among the stakeholders invited to participate in the scoping process, and this is the first opportunity the University has had to participate in the BLM's decision-making process for the proposed leases.

The Research Station provides opportunities for field-based interdisciplinary research that emphasizes ecology and the environment in the broadest sense. It is a real-world laboratory for integrated thinking about humans and their place in biologically complex, but fragile, systems. The Research Station promotes research, courses and professional training at the interface of biology, history, anthropology, art, and human sustainability.

The Research Station hosts research on a number of topics that would be forfeited by air or water pollution, flooding, noise, and other impacts associated with the oil/gas operations. Research areas include anthropology, hydrology, ornithology, entomology, riparian ecology, native plant communities and their resistance to invasive species, and native fisheries research, among others.

Specific examples of ongoing research that could be compromised by the oil and gas operations include an NSF funded study evaluating dust provenance using the isotopic composition of plant wax biomarkers. This research informs on the effects of modern and

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Bureau of Land Management
October 19, 2012
Page 2

historic land management practices on atmospheric dust deposition and loading on snowpacks in the West, with implications for water resource management and regional hydrology. Other specific examples of research projects that may be affected include the long-term evaluation and monitoring of avian fauna and the timing of their migration patterns, as well as a study of genetic variability of native plant species, specifically those individuals that are competing well with invasive Russian knapweed and cheatgrass.

Some of the most critical aspects of a functional research station are stationary background conditions and controlled access/security. Changing any of the natural conditions at the site such as increased dust deposition via increased traffic in the area, altered river hydrology or sediment loads, excessive artificial noise, or land disturbance that promotes invasive plant migration and establishment, would affect the research outcomes at the station. Security and limited access to the station are also critical for assuring the integrity of research plots and scientific instrumentation. Increased traffic and human presence in the area increases the likelihood of vandalism, and intentional or inadvertent disruption of research and educational activities at the center. Use of tracks and roads in or in close proximity to the Research Station in connection with oil/gas exploration and production operations would most certainly adversely impact the Research Station and the research being performed there. Access should occur via tracks and roads that do not impact the Research Station, and to the extent that any leases are granted, the leases should at minimum contain a stipulation that the lessees will not access or seek access on or across the Research Station property.

Significant resources have been invested in Rio Mesa Center by the University of Utah and its research partners, including the Bureau of Land Management. The University of Utah does not currently have sufficient information to understand every possible impact that the development associated with these oil and gas leases would have on the Research Station, but to the extent that the leases or associated development would have any impact on the Research Station property or the operations of the Research Station, including the research being performed there, the University strongly opposes the leases.

Sincerely,



Thomas N. Parks, Ph.D.
Vice President for Research

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FAX TRANSMITTAL COVER SHEET
The University of Utah
Office of Vice President for Research
201 S. Presidents Circle, Room 210
Salt Lake City, Utah 84112-9011
Phone: 801-581-7236
Fax: 801-585-6212
Email: research@utah.edu

Date: December 17, 2012

To: Bureau of Land Management
Utah State Office
P.O. Box 45155
Salt Lake City, UT 84145-0155
440 West 200 South, Suite 500
Salt Lake City, Utah 84101

Fax No.: 801-539-4237

From: Zachary J. Lundeen
Director, Rio Mesa Center
The University of Utah

Total Pages: 22 (including this cover page)

Re: Protest by the University of Utah to Competitive Lease Sale (Oil and Gas) of Federal Lands Parcels UT0213-169, UT0213-170, UT0213-171, and UT0213-174 in the area known as the Dolores Triangle