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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

MANUAL TRANSMITTAL SHEET

Release
3-338

Date
2/18/13

Subject

H-3120-1 – COMPETITIVE LEASES (P)

1. Explanation of Material Transmitted: This release transmits a revised Handbook Section which sets forth the policy and procedures required for competitive oil and gas leasing in accordance with the Federal Onshore Oil and Gas Leasing Reform Act of December 22, 1987, and the regulations in Title 43 Code of Federal Regulations Part 3120.

2. Reports Required: None.

3. Materials Superseded: The Handbook pages superseded are listed under "REMOVE" below. Instruction Memorandum Nos. 95-164, 2003-131, 2005-176, 2007-068, 2009-123, 2009-184, 2010-099, 2012-076 and 2012-131 also are superseded. All other directives applicable under the Subject Function Code 3120 which have been issued since enactment of the Federal Onshore Oil and Gas Leasing Reform Act have been appropriately incorporated into this Manual Section.

4. Filing Instructions: File as directed below.

REMOVE:	INSERT:
All of H-3120-1 (Rel. 3-281, 11/26/93)	H-3120-1 (Total: 159 Sheets)

Mike Nedd

Assistant Director
Minerals and Realty Management

Oil & Gas Adjudication Handbook

Competive Leases

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial Number

OFFER TO LEASE AND LEASE FOR OIL AND GAS

READ INSTRUCTIONS BEFORE COMPLETING

DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

EFFECTIVE DATE OF LEASE

H-3120-1 – COMPETITIVE LEASES (P)

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Introduction

This handbook section provides guidelines for the Bureau of Land Management (BLM) field offices in accordance with the Mineral Leasing Act of 1920, as amended, including by the Federal Onshore Oil and Gas Leasing Reform Act of 1987 (Reform Act), enacted on December 22, 1987, for competitive oil and gas leasing of available lands (LR2000 Case Types 312021 and 312022).

The procedures addressed include preparation of a parcel list for the Notice of Competitive Lease Sale, preparation and distribution of the sale notice, sale preparation and conduct of the sale by oral auction, adjudication of the high bids, and awarding of the leases or rejection of bids. Under the Reform Act, which significantly changed the BLM's onshore oil and gas leasing program procedures, lands cannot be leased until they are first offered competitively at an oral auction. The Reform Act requires that each BLM state office offer eligible and available lands for competitive lease on no less than a quarterly basis when lands are available.

Also provided are guidelines for special leasing situations, including:

- The lease of future interest lands (LR2000 Case Types 312023 and 312024);
- The lease of underlying interests in accordance with 43 CFR 3120.l-l(c);
- Lands within gas storage agreements;
- Lands reported as excess or surplus by the General Services Administration for which the authority to lease has been delegated to the Department of the Interior (LR2000 Case Type 312013);
- Competitive leasing within National Wildlife Refuge System lands in the lower 48 states when such lands are being drained; and
- Protective leasing (LR2000 Case Type 312014) in accordance with the Attorney General's Opinion of April 2, 1941 (40 Op. Atty. Gen. 41) for lands subject to drainage that are not available for leasing under the 1920 or 1947 Acts (other than those lands included within units of the National Park System listed under 43 CFR 3100.0-3(g)(4)) or for lands withdrawn for certain purposes within National Wildlife Refuges within the lower 48 states.

Finally, this handbook section provides guidelines for compensatory royalty agreements relating to lands in which the United States owns both a present interest and a future fractional interest, under 43 CFR 3120.7-3 (LR2000 Case Type 318110).

I. Nomination Process

Keywords

NOMINATION PROCESS

The BLM Director may elect to accept formal nominations for eligible and available lands to be offered by competitive oral auction.

However, the Director may elect to use formal nominations only after reviewing comments received at the end of a 30-day public comment period following publication of a notice in the *Federal Register* concerning a proposed election to implement the formal nomination process provided in 43 CFR 3120.3.

At this time, the Director has elected not to use the provisions contained in 43 CFR 3120.3-1 through 3120.3-7. Should the Director in the future elect to use this formal nomination process in order to identify specific parcels that would carry forward into a competitive oral auction, the specific procedures and guidelines governing nominations would be inserted in this section of Handbook 3120-1 (see Manual Section 3120.3).

II. Competitive Lease Sale Process

A. Preparation of Parcels of Lands for Sale Notice Listing

Responsible Official	Step	Action	Keywords
Adjudication	1.	Determine which lands are to be offered in the next planned competitive sale. Identify lands from Expressions of Interests (EOI), noncompetitive (presale) offers, and BLM nominations. Identify any other eligible and available lands from other records (see Manual Section 3120.1 for identification of types of lands eligible and available for competitive leasing) for offering in an oral auction to be held at least once each quarter (if lands are available), or more frequently as deemed necessary.	PARCEL PREPARATION
	2.	Accept written informal EOIs or requests from the public for specific lands to be offered at the competitive sale. Each EOI needs to include the legal land description or other adequate description, such as the previous lease serial number, if any, and must be submitted to the proper BLM office. If split estate lands are requested, verify that surface owner's address is provided. If surface owner information is not provided, return EOI to remitter with letter advising of requirement.	PUBLIC EXPRESSIONS OF INTEREST
	3.	Consult in writing with the party submitting the expression if the EOI does not conform to the lease size and land description requirements of the law and regulations. Request the party to adjust the parcel description (see Manual Section 3120.31B). If the party does not provide parceling suggestions, configure the parcels as appropriate. No specific forms or filing fees are required with such EOIs requests. If the party requests the parcels to be configured in a certain manner, the BLM has the right to modify the parcel into smaller or more logical configurations.	

Responsible Official	Step	Action	Keywords
Adjudication	4.	All EOIs are to be held as confidential until the second business day following the last day of the competitive lease sale. This confidentiality requirement does not apply to presale offers. If confidentiality is specifically requested by the party submitting an expression of interest, the name of the party is not to be revealed, unless required by the Freedom of Information Act.	
	5.	An EOI not submitted to the proper BLM office does not need to be acknowledged or included for consideration for competitive offering.	
	6.	Offer for sale any lands subject to drainage that are eligible and available for competitive leasing. Do not intermingle such lands with any other contiguous lands that also may be eligible and available for competitive lease.	DRAINAGE TRACTS
	7.	If lands offered for competitive lease that receive no bids at the oral auction and become subject to drainage at any time within the 2-year period following the auction, such drainage tracts continue to be available for noncompetitive lease offer for the entire duration of the 2-year noncompetitive period. Such lands must not be offered competitively again until after the end of the statutory 2-year noncompetitive period.	

Responsible Official	Step	Action	Keywords
Adjudication		7a. If a noncompetitive offer is received at any time during this period, the BLM must act on such an offer and must not delay processing the offer in order to allow the 2-year noncompetitive period prescribed by law to elapse, because the date of receipt of the offer establishes its priority date.	
	8.	Process for inclusion in the sale any parcel for which noncompetitive offers were properly filed in accordance with 43 CFR 3110.1(a)(1) on unleased eligible and available lands, including any noncompetitive future interest presale lease offers.	NONCOMPETITIVE PRESALE OFFERS
	9.	Use Illustration 1 as a guideline for configuration of the lands in presale offers for inclusion in the competitive sale. Check that all noncompetitive presale parcels have been reconfigured, if necessary, to conform to the required acreage restrictions (see Handbook 3110-1, Section II).	
	10.	If a presale offer is received for lands that were deleted from a previous competitive lease sale, the offer would continue to be an acceptable presale offer to include in the present or a future sale.	
	11.	Confirm availability of lands for competitive listing. Follow procedures in Illustration 2, “Checklist for Preparation of Competitive Oil and Gas Lease Parcels.”	BLM AND OTHER FEDERAL AGENCY SALE PARCEL REQUESTS

Responsible Official	Step	Action	Keywords
Adjudication		11a. Perform a land status determination, including checking the plats and other appropriate status records to ensure that such lands are eligible and available for competitive leasing; request and review the LR2000 report for all authorized or pending oil and gas leases.	
	12.	Optional: Acknowledge requests from the public expressing interest in having parcels offered for leasing (see Illustration 3).	ACKNOWLEDGE PUBLIC REQUESTS
		12a. Acknowledge either by mailing a standard preprinted form letter or postal card, or sending a fax or email.	
	13.	Arrange cases by administrative state first, then by range order, then by township within each range, separating public domain and acquired lands minerals. File all public requests, expressions of interest, and requests from other Federal agencies in folders by state and township-range order. Optional: Create and maintain nomination files in a manner that is logical to the adjudication staff (by Township and Range or EOI name, etc.)	ARRANGE ORDER OF CASES
	14.	Order oil and gas plats, and if lands are acquired lands minerals, request copies of Historical Index (HI) for each case to determine current status.	CONSOLIDATE LEASE PARCELS
		14a. Consolidate lands to create parcels, checking for other available lands.	
		14b. It may not be practical to include split estate lands. The surface owner(s) would need to be determined before these lands can be added.	

Responsible Official	Step	Action	Keywords
Adjudication	15.	Check the plats for unit and communitization agreements (CAs) and create a separate parcel for those lands within a unit or CA boundary from any eligible and available lands located outside the unit or CA boundary. For a parcel within a unit or CA, indicate that a joinder will be required.	UNITS AND CAs IN LEASE PARCEL LAND AREA
	16.	Separate future interest lands.	
	17.	Separate lands having different fractional interests of United States ownership into separate parcels. Lands where the United States holds less than 100 percent interest in the oil and gas rights must be placed in a separate parcel. Do not parcel fractional interest lands with lands where the United States holds a 100 percent mineral interest. Also, parcel lands with different fractional interest percentages separately. Separate parceling for fractional interest lands is required because the United States can collect royalties only in proportion to its actual ownership interest in each parcel. The BLM will not issue leases that include lands with different fractional ownership interests, since this creates an accounting problem for the Office of Natural Resources Revenue (ONRR) in the collection and distribution of royalty monies.	FRACTIONAL INTEREST PARCELS
	18.	For acquired lands minerals, separate other surface management agency (SMA) surface from BLM surface, where appropriate.	

Responsible Official	Step	Action	Keywords
Adjudication	19.	Ensure that the combined acreage for each parcel does not exceed the maximum 2,560-acre limitation in the lower 48 states (or maximum 5,760 acres in Alaska outside NPR-A). The public domain lands in the parcel must be within a 6-mile square or within an area not exceeding six surveyed sections in length or width measured in cardinal directions.	MAXIMUM LEASE SIZE
	20.	Request title report from the SMA for acquired lands (see Illustration 4). Request any other SMA reports, as applicable.	TITLE REPORT
	21.	For each parcel, prepare a legal description of the lands by township, range, meridian, section, and subdivision if the lands are surveyed or protracted. If the lands are unsurveyed, describe by metes and bounds or by acquisition or tract number.	PREPARE PARCEL DESCRIPTION
	22.	Describe the land as directed by the current addition of "Specifications for Descriptions of Tracts of Land," e.g., in range order, then by township and section. Lands within a section are described in a counterclockwise manner, i.e., NE¼, NW¼NW¼, SE¼SW¼, SE¼SE¼. 22a. If any lots are involved, describe the lots first. Use the standard parcel description and listing format shown in Illustration 6.	
	23.	Calculate total acreage of each parcel ensuring total does not exceed the 2,560-acre limitation (5,760 acres in Alaska outside the NPR-A).	CALCULATE PARCEL ACREAGE

Responsible Official	Step	Action	Keywords
Adjudication	24.	Identify and label the county or counties. Optional: If not BLM surface, specify the SMA unit, e.g., the White River National Forest, Bureau of Reclamation.	IDENTIFY COUNTY/SMA
	25.	Specify by number or exhibit all the required stipulations for each separate parcel (see Illustration 6).	IDENTIFY STIPULATIONS TO PARCEL
	26.	Specify those parcels that may require a unit/CA joinder.	IDENTIFY JOINDER REQUIRED
	27.	After the lands are parceled, arrange parcels by state, then in range order, and then by township, placing future interest parcels in a separate group.	PARCEL ARRANGEMENT FOR SALE NOTICE
	28.	Determine if a cadastral review is needed or if a new survey is required due to unreliable boundary surveys. If parcel includes unreliable boundary surveys, submit to Cadastral Survey for review or resurvey.	CADASTRAL REVIEW
	29.	Assign each parcel a sale parcel number include the year and month (WYW1202-001).	PARCEL NUMBERING
	30.	Request National Environmental Policy Act (NEPA) compliance documentation from the field office. The preparation of a Determination of NEPA Adequacy (DNA) Environmental Assessment (EA), or an Environmental Impact Statement (EIS) for the individual parcel list requires:	

Responsible Official	Step	Action		Keywords
Adjudication		30a.	A 30-day public comment period of the DNA or EA and unsigned Finding of No Significant Impact (FONSI).	
		30b.	Reviews for sage-grouse screening, master leasing plans, wild land inventories, etc.	
Field Office		30c.	The field office will ensure that the required stipulations/notices are included on each parcel.	
		30d.	The field office will provide a delete/ defer memo to be concurred with by the Deputy State Director (DSD). The field or district office will forward to the State Director the finalized EA and unsigned FONSI (or finalized DNA, if appropriate) and a recommendation for each parcel that had been reviewed. This recommendation is not an appealable or protestable decision. Field office recommendations may include: • Offering a lease parcel with standard stipulations only. • Offering a lease parcel with existing, revised, and/or new stipulations. • Offering a lease parcel with modification of parcel boundaries. • Deferring a lease parcel from leasing, in whole or in part, pending further evaluation of specified issues.	

Responsible Official	Step	Action	Keywords
Field Office		30d. (cont.) • Withholding a lease parcel from offering in an area that is already closed in the existing resource management plan. • Withholding a lease parcel from offering, in whole or in part. • Withholding a lease parcel from offering, in whole or in part, and initiating a plan amendment to close the area to future leasing.	
Adjudication	31.	Review the stipulations submitted for each parcel for compliance with Manual Section 3101, and the Uniform Format for Oil and Gas Lease Stipulations (1989, Rocky Mountain Regional Coordinating Committee) or latest policy (see Illustration 5).	REVIEW STIPULATIONS
	32.	Request the status of any unplugged wells or units/CAs from field office operations staff.	UNITS/CAs AND UNPLUGGED WELLS REPORT
	33.	Reconfirm SMA consent or lack of objection to leasing, when required. (see Manual Section 3101 and Handbook 3101-1 concerning coordination with and consent requirements for SMAs.)	SMA CONSENT
		33a. Obtain a leasing recommendation and stipulations from the Forest Service for both public domain and acquired minerals parcels within their administrative boundary.	
		33b. Obtain consent and stipulations to lease from any other SMAs (Department of Defense, Bureau of Reclamation, etc.)	

B. Preparation and Distribution of Notice of Competitive Lease Sale

Responsible Official	Step	Action	Keywords
Adjudication	1.	Prepare and finalize the Notice of Competitive Lease Sale (see Illustration 7 for standard introduction format that will be used).	SALE NOTICE FORMAT AND CONTENTS
	2.	Ensure each parcel has all the specific applicable stipulations and notices that have been identified in the BLM planning and/or environmental analysis documents, which cover the specific lands included in the parcel and/or identified on the plat, i.e., communication site (see Illustration 5).	
	3.	Include all stipulations required by the SMA.	
	4.	Include the specific language of all the parcel stipulations as part of the sale notice. It is not acceptable to only cross-reference the stipulations in the sale notice by numbers or codes without including the stipulation language applicable to each parcel being offered in the sale notice.	STIPULATION LANGUAGE IN SALE NOTICE
	5.	Identify the unit/CA joinder requirements, unplugged wells, etc. for each parcel in the sale notice.	
	6.	Identify those competitive parcels for which a presale noncompetitive offer has been filed with an asterisk, bold lettering, or a statement (see Illustration 6, page 1).	PRESALE OFFERS IDENTIFIED IN SALE NOTICE
	7.	Identify the state, serial number, parcel number, county, legal description, percentage of U.S. mineral ownership if less than 100 percent, and acreage for each parcel in the sale notice.	

Responsible Official	Step	Action	Keywords
Adjudication	8.	Make a listing of (1) the number of parcels to be offered in each geographic state; (2) number of acres to be offered in each state; (3) counties involved; (4) interested agencies; and (5) date, time, and place of the oral auction. 8a. Prior to finalizing and posting the sale notice, check for any presale offers that have recently been filed that could overlap lands on the list. Note, however, any presale offers filed after the official posting of the preliminary list or draft EA are not acceptable and will be rejected.	PUBLIC AFFAIRS INFORMATION
	9.	After Notice of Competitive Lease Sale is typed, it must be proofread. The authorized officer (AO) is to sign the final sale notice to document that the notice is official (see Illustration 7, Page 7).	NOTICE OF COMPETITIVE LEASE SALE
	10.	The standard introduction format of the sale notice is normally the same for each sale. The notice will require a change in date; and possibly, location of sale; future and/or fractional interest parcels, if applicable; date when remaining bonus bid is due; date that unsold parcels are available for noncompetitive offer; the deadline date for notification when assistance for the hearing or visually impaired is required; and the deadline for when protests are to be filed (see Illustration 7).	
	11.	Arrange for printing of the sale notice for public sale and distribution to those on the permanent mailing list. Each office will maintain a current distribution list.	

Responsible Official	Step	Action	Keywords
Adjudication	12.	Ensure that posting of the sale notice in the State Office Information Access Center is at least 90 days in advance of the competitive sale.	POSTING OF SALE NOTICE
		12a. Stamp original copy of sale notice with the date when it is officially posted in the Information Access Center to comply with the required 90-day public notification period.	
		12b. Update external web page with sale notice and NEPA information, e.g., Sale Notice, Parcel List, Stipulations and Notices, NEPA Documentation (EA, unsigned FONSI), Maps, GIS files, and other applicable information.	
		12c. Arrange for complete sale notice to be posted in all BLM district and area offices in the state office jurisdiction.	
		12d. Arrange for sale notice to be posted in all affected SMAs. Request that the sale notice be posted in the appropriate office of each SMA.	
		12e. Distribute sale information to State Office Public Affairs to prepare and distribute news releases to appropriate newspapers.	
		12f. Send copies of sale notice to Records Section, Information Access Center, and Cashier for their mailing lists.	
	13.	Send out Courtesy Notice to Surface Owners when split estate lands are included in a sale notice (see Illustration 8).	

Responsible Official	Step	Action	Keywords
Adjudication	14.	The sale notice is not to be published in the *Federal Register*, and also does not need to be published in oil and gas journals or other similar publications.	
	15.	The sale notice will be made available for the public on the external Web site and will provide applicable lease sale information.	
LR2000 Entry	16.	Parcels are serialized with an official serial number on the sale notice. After the sale notice is posted, the following entries are mandatory (if applicable to the case):	AUTOMATED NOTATION – PARCELS SERIALIZED
		16a. The name and address of the BLM state office conducting the sale as the Customer, Interest Relationship of 19 and Percent of Interest 0%	
		16b. Action Date: Date Official Posting of Sale Action Code: 387 Action Text: parcel number (ex. #012)	
		16c. Action Date: Date Official Posting of Sale Action Code: 966	
		16d. If U.S. percentage is other than 100 percent: Action Date: Date Official Posting of Sale Action Code: 527 Action Text: Percentage of US ownership (ex. 50%;).	
		16e. If parcel contains split estate lands: Action Date: Date Official Posting of Sale Action Code: 528 Action Text: Acreage Amount	

Responsible Official	Step	Action	Keywords
		16f. Action Date: Date Official Posting of Sale Action Code: 981	
Adjudication	17.	Correct errors or change parcel descriptions (i.e., parcel acreage, additional stipulations) in the sale notice by an amendment to the sale notice identifying the correction or deletion to the parcel in the sale notice to be included in the same mailing with the sale notice or mailed separately if time allows. Post copy of the amendment on the Web site.	PARCEL DESCRIPTION ERRORS
		17a. For non-substantive errors, it may not be necessary to delete the parcel from the sale notice (e.g., description correction, acreage correction).	
		17b. If any subsequent changes of consequence are required after the sale notice has been officially posted, withdraw the affected parcel from the sale, prepare an amendment to the sale notice, post it in the Information Access Center and on external Web site, and mail to all parties on the mailing list, if time permits. Send any changes in posting status to Land Status/Title Records for an update of the plats or other appropriate status records.	
		17c. If insufficient time is left, post the public notice in the Information Access Center and on the Web site, and announce the parcel change or withdrawal at the beginning of the sale.	

Responsible Official	Step	Action	Keywords
LR2000 Entry	18.	The following entries are mandatory.	AUTOMATED NOTATION
		18a. Action Date: Date of Amendment Deleting Parcel from Sate Action Code: 325 Action Text: Optional: reason for deleting parcel	
		18b. Action Date: Date of Amendment Deleting Parcel from Sale Action Code: 967	
Adjudication	19.	When a stipulation is added, deleted, or revised after the official posting of the sale notice but prior to the issuance of the lease:	STIPULATION CHANGES, ADDITIONS, AND DELETIONS
		19a. If a determination is made that the stipulation change would increase the value of the parcel, the parcel will be withdrawn by the BLM and re-advertised in a later sale notice with all the correct stipulations for offering at a future oral auction.	
		19b. If a determination is made that stipulation change would not increase the value of the parcel, the parcel may be offered at the scheduled auction, but issuance of the lease may proceed only after the public has been given a minimum 45-day notice period of the stipulation change.	

Responsible Official	Step	Action	Keywords
Adjudication		19c. For parcels with surface under the jurisdiction of another SMA, the required notice to the public must also be posted in the appropriate office of that SMA in addition to the Information Access Center.	
	20.	Send copy of the sale notice to Title Records for notation of the parcels on the oil and gas plats or other appropriate records.	
Title Records	21.	Note oil and gas plats (or other records) as follows:	RECORDS NOTATION
		21a. Lands included in sale notice - place "OG COMP" within parcel lines with the sale date (month/day/year) noted above it. This notation remains on the plats for the next 2-year period if the parcel receives no bid on the day of the sale and no noncompetitive offer is made under 43 CFR 3110.1(b) following the end of the oral auction.	
		21b. OPTIONAL: Add parcel number/serial number from sale notice.	
		21c. Noncompetitive offers filed under 43 CFR 3110.1(a)(1) prior to the posting of the preliminary list or draft EA, by serial number.	
Adjudication	22.	When a party has filed a protest under 43 CFR 3120.1-3, the following requirements must be met. A protest that does not meet these requirements will be dismissed:	PROTEST RECEIVED

Responsible Official	Step	Action		Keywords
Adjudication		22a.	The protest must be received within 30 calendar days of the posting date of the sale notice. If the office is not open on the 30th day, a protest received on the next day the office is open to the public will be accepted. The protest must be received during the hours the Information Access Center is open.	
		22b.	The protest must include a statement of reasons to support the protest.	
		22c.	The protest must state the interest of the protesting party.	
		22d.	The protest must be filed either by hand delivery, mailed in hardcopy form, or by telefax (fax). A protest filed by fax must be sent to the fax number listed in the sale notice. A protest filed by electronic mail (email) is not acceptable.	
		22e.	The party signing the protest is doing so on behalf of an association, partnership or corporation, must reveal the relationship between them. (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.)	
		22f.	Protest must include the name and address of the protesting party.	
	23.	Stamp the protest with the date received.		
		23a.	Update external web page with protest.	

Responsible Official	Step	Action		Keywords
Adjudication		23b.	Enter the protest information into the Public Challenge Module as shown in Appendix 2.	
	24.	When the protest decision has been issued:		PROTEST DECISION
		24a.	Update external web page with the protest decision and, if applicable, the updated NEPA document and FONSI.	
		24b.	Enter the protest decision information into the Public Challenge Module as shown in Appendix 2.	

C. Sale Preparation and Conduct

Responsible Official	Step	Action	Keywords
Adjudication	1.	Ensure the auctioneer is available for the day the sale has been scheduled. Prior to the auction, establish a contract with the auctioneer that will identify any special procedures or requirements (i.e. fees, number of parcels, conducting the sale).	AUCTION PREPARATION
	2.	Confirm that the sale room has been reserved. If the sale is held outside of BLM property, establish a contract establishing the sale room requirements, spacing, equipment, etc.	
	3.	Confirm that personnel assigned to perform sale recording activities are prepared. Equipment and items needed include computers and printers. Prior to sale, ensure the computer's competitive sale program contains the following information: serial number, parcel number, state, county, field office, acres, and any other pertinent information.	
	4.	Ensure that bid forms (Form 3000-2, August 2007 or later edition), bidder registration forms, (see Illustrations 9 and 10), lease forms (Form 3100-11, October 2008 or later edition; see Illustration 11), bidder cards or paddles, and additional copies of the sale notice are available in the sale room.	
		4a. The sale notice is to be made available free to the public at the oral auction on the day of the sale.	
		4b. Have amendments and protest resolutions available at the sale site.	

Responsible Official	Step	Action	Keywords
Adjudication		4c. Determine if there are any ineligible bidders that should not be allowed to bid at the sale from the Washington Office SharePoint site. http://teamspace/sites-wo/wo300/adjudicators/Shared%20Documents/Forms/AllItems.aspx. Take copy of the list to the sale site.	
	5.	On the day of sale, prior to the start of sale, require each bidder to fill out a bidder registration form identifying the lessee's name and address that is to be shown on the lease form. Check valid government issued photo ID (see Illustration 10).	REGISTRATION AT AUCTION
		5a. If a bidder signs the bid form on behalf of a lessee, the BLM does not require any specific proof of authorization or relationship of the bidder to the lessee, i.e., the act of the bidder signing the bid form will constitute self-certification that the bidder is authorized to represent the lessee.	
	6.	Assign each bidder (lessee) a bidder number for each company they are bidding for. Also, provide each bidder the current bid form. However, some bidders may have brought a completed bid form with them. The bid form must be completed (signed and dated by the lessee or the lessee's representative) for each parcel won. The name and address shown on the bid form is the official address to be shown on the issued lease.	BID FORM 3000-2
Authorized Official	7.	Open sale at designated time by stating the time, making opening remarks, and giving all necessary announcements. Announcements must include:	CONDUCTING SALE/ ANNOUNCEMENTS

Responsible Official	Step	Action		Keywords
Authorized Official		7a.	Receipt of any noncompetitive presale offers filed under 43 CFR 3110.1(a)(1) prior to posting of the preliminary list or draft EA. Note that such offers were filed too late to be identified in the notice by a special statement or asterisk.	
		7b.	Withdrawal of any noncompetitive presale offers after the sale notice was officially posted.	
		7c.	Any stipulation changes for parcels where the changes do not increase the value of the parcel (see Step II.B.27, above).	
		7d.	Receipt of any protests or appeals concerning the offering of any specific parcels (see Section II.G) and announce if sale is being recorded.	
		7e.	All registrants casting a bid must act with a good-faith intention to obtain a lease.	
		7f.	A winning bid is a binding commitment to accept a lease.	
		7g.	All bidders must act with a good-faith intention to pay all monies owed the day of sale, and understand both that a winning bid is a debt owed to the United States, and that the United States will pursue collection actions if the monies are not paid.	

Responsible Official	Step	Action	Keywords
Authorized Official		7h. Knowingly and willfully making any false, fictitious, or fraudulent statements or representations regarding the bidder's qualifications, bidder registration and intent to bid, acceptance of a lease, or payment of monies owed are criminal offenses.	
	8.	If unsold parcels will be reoffered after all the parcels have been offered, also announce that at the end of the sale. The auctioneer will announce and accept requests to reoffer any of the unsold parcels.	
	9.	Announce that oral auction will now begin and introduce auctioneer.	
Auctioneer	10.	Read each parcel number stating either "pass" if no bids are received, or "sold to bidder number _____" for the highest bid per acre (or highest bid per parcel, if method of parcel bidding is not on a per-acre basis). The auctioneer identifies the bidder number and the bid amount per acre.	AUCTIONEER
Adjudication	11.	Recording personnel enter into computer either "no bid" or the exact bid amount for each parcel bid on, and the bidder number, with computer-generation of a sale form showing the bonus bid (at $2 per acre or fraction thereof minimum acceptable bid amount), first year's advance rental at $1.50 per acre or fraction thereof, the administrative fee, the minimum amount due on sale day, any additional amount due within 10 working days (if bonus bid is greater than the $2 per acre minimum), and the grand total.	BID RECORDATION

Responsible Official	Step	Action	Keywords
Authorized Official	12.	After all parcels have been offered by the auctioneer, declare the sale officially closed.	DECLARE SALE CLOSED
Receiving / Accounts	13.	During or at the end of the sale, the successful bidder must take the completed bid form (Form 3000-2) to the Cashier for payment of either the grand total or at least the total minimum bonus bid due, including the first year's advance rental and administrative fee. The additional bonus money is due within 10 working days from the day of the close of the sale. The successful bidder needs only to fill in the parcel/serial number, name, and address of lessee and sign the bid form.	COLLECT MONEY DUE
	14.	The form of remittance for payment for competitive leases must be either by personal, certified, or cashier's check; money order, made payable to the Department of the Interior - BLM (see 43 CFR 3103.1-1); or credit card. Credit card payments (only accepted for VISA, Discover Card, American Express, and MasterCard) cannot be used for any amount in excess of $49,999.99 for any purpose.	CREDIT CARD PAYMENTS
Receiving / Accounts		14a. Cash is not allowed for payments due for competitive lease parcels.	
	15.	Determine if remittance is acceptable and correct amount for each parcel. Guaranteed remittance is not required, and cash is not acceptable.	
	16.	Receipt payments in the Collection and Billing System (CBS) and provide CBS receipt to adjudication staff.	PROCESSING BIDS

Responsible Official	Step	Action	Keywords
Adjudication	17.	Prepare case file for each parcel with a high bid and create a case abstract, if not prepared previously.	
LR2000 Entry	18.	The following entries are mandatory (if applicable to the case or noted as optional). Enter: (see Illustration 12)	AUTOMATED NOTATION
		18a. Action Date: Date bid received Action Code: 267 Action Text: Total gross amount of high bid for parcel (excluding both the first year's advance rental and the administrative fee) (ex: $12500;)	BID RECEIVED
		18b. OPTIONAL ENTRY: Action Date: Date monies received Action Code: 392 Action Remarks: Amount and type. Also, if desired, enter in General Remarks $/acre high bid received, as well as 100% if all monies owed were paid on the day of sale.	
		18c. Remove the BLM state office conducting the sale as the Customer and add the name and address of the successful bidder, Interest Relationship of 15 and Interest 100% (unless lease is being issued to more than one lessee, then enter the lessees and percentage of interest).	
		18d. If parcel does not sell at sale, enter the following action codes: Action Date: Date of sale Action Code: 268 Action Code: 967	

Responsible Official	Step	Action	Keywords
Adjudication	19.	Complete competitive lease sale results by computer printout, date original copy, and arrange for reproduction and mailing to all parties on mailing list. Post sale information in the Information Access Center and on the external web page (see Illustration 13).	LEASE SALE RESULTS COMPLETED
	20.	Prepare summary lease sale results for the Washington Office Fluid Minerals Division (WO-310) and the External Affairs staff for your office. Compile the specific information identified in Illustration 15 in the format indicated. 20a. Transmit electronically no later than the first working day after the end of the auction to WO-310 and the Fluids Forum. The summary data for future interest lease parcels must be reported separately from the data for present interest parcels. Those state offices with jurisdiction over more than one geographic state are not to separate the information by geographic state on this report.	WASHINGTON OFFICE SALE RESULTS REPORTING REQUIREMENTS

D. Adjudication of High Bid

Responsible Official	Step	Action	Keywords
Adjudication	1.	Receive case files with competitive oil and gas lease sale form, bid form, current oil and gas plat, CBS receipt, and sale receipt.	ADJUDICATION OF HIGH BIDS
	2.	If parcels are withdrawn by the BLM for any reason, all monies paid must be refunded.	BID RECEIVED ON WITHDRAWN PARCEL
		2a. Prepare notice indicating the reason that the parcel was withdrawn.	
		2b. Prepare an accounting advice for refunding all monies. The accounting advice is prepared for requesting refunds of bonus, first year's advance and filing fee.	ACCOUNTING ADVICE
	3.	Check CBS receipt against sale receipt to determine if amount submitted at sale is the total minimum bonus due or the total gross amount due.	
		3a. Reject bid if the total amount remitted is determined to be less than the total minimum amount due, i.e., at least $2 per acre or fraction thereof minimum bonus, plus $1.50 per acre or fraction thereof for the first year's advance rental and the administrative fee (see Section II.F) after the appeal period has ended. In such a case, the lands must be re-offered in a future competitive sale notice.	
	4.	Ensure that bonus, rental rate, and acreage are shown correctly on the sale receipt and agree with the CBS payment submitted.	

Responsible Official	Step	Action	Keywords
Adjudication	5.	Ensure that the name, address, and lease serial number are correct on the bid form. Verify high bidder name and address, and the parcel number from the sale results list.	
	6.	NOTE: The Mineral Leasing Act authorizes the issuance of leases to citizens of the U.S., associations (including partnerships and trusts) of such citizens, and corporations organized under the laws of the U.S. or any State or Territory thereof (see 43 CFR 3102.1). Occasionally a bid form may be received showing two or more names with a percentage of interest of unequal proportions, e.g., John Doe with 60 percent and Jane Doe with 40 percent. A bid form signed by two or more persons is prima facie a bid by an "association" within the meaning of Section 27 of the Mineral Leasing Act (see Edward Lee, 515 I.D. 299 (1925). Therefore, the bid is acceptable and is to be treated as an association. However, both parties must sign the bid form certifying as to qualifications by each to hold the lease as members of the association. Another means of holding a lease is by joint tenancy, whereby the bid form indicates "John Doe and Jane Doe, Joint Tenants." In this situation, the BLM recognizes each tenant as owning an equal share of the lease, as if each were a co-lessee. Again, each person must sign the bid form. See H-3102-1 and Turner C. Smith. Jr., Signe Smith, 89 I.D. 386 (1982).	WHO MAY HOLD LEASES

Responsible Official	Step	Action	Keywords
Adjudication	7.	A bid received from an entity identified as "John Doe and Jane Doe, d/b/a Doe Enterprises" is indication of a sole proprietorship. A sole proprietorship may not hold a lease. However, in the case of "Doe Enterprises," if the bid form was signed by both John Doe and Jane Doe, the bid is acceptable since it is possible to determine the full names of each of the bidders; the "Doe Enterprises" is surplusage (see McClain Hall, Arthur R. Frank, 61 IBLA 202 (1982)).	
	8.	Check sale notice for unit/CA or other conditions (i.e., bond), including all stipulations. Verify that the following items are placed in each case file:	
		8a. Competitive oil and gas lease form, oil and gas plat and other state-specific worksheets/information.	
		8b. Bid form (executed and dated by the lessee or lessee's representative).	
		8c. Stipulations.	
		8d. When applicable, copy of consent from SMA, or reference to where the consent document is filed elsewhere in office.	
		8e. CBS Receipt.	
		8f. Accounting advice.	
		8g. Protest information (front page of protest and protest decision).	

Responsible Official	Step	Action	Keywords
Adjudication		8h. OPTIONAL: Serial register page/case abstract from LR2000.	
	9.	If a stipulation change for the parcel is identified subsequent to the oral auction and the change increases the value of the parcel, reject the bid and all monies received, including the administrative fee to be refunded after the appeal period has expired (see Step II.D.2b, above).	STIPULATION CHANGE INCREASES PARCEL VALUE - RETURN ALL MONIES SUBMITTED
	10.	Prepare a decision requiring that the high bidder submit evidence of joinder (see Illustration 16) if the parcel is within a unit or CA.	UNIT/CA JOINDER REQUESTED
		10a. The plats need to be noted with a parcel number and/or application notation (e.g., OG Lse Apln UTU68342) to ensure that the lands do not appear to be within the 2-year period available for noncompetitive lease offers.	
		10b. If the lands in the parcel are in a unit, and the bidder is unable to join the unit, the bidder must submit a letter from the unit operator stating that there is no objection to lease issuance without joinder. State or field office operations staff must review the facts concerning the failure to obtain joinder (see Illustration 17).	
		10c. If the lands in the parcel are within the boundaries of a CA, the bidder must submit evidence of joinder. Unlike Federal units, lessees cannot operate independently in a Federal CA.	

Responsible Official	Step	Action		Keywords
Adjudication		10d.	If an Unleased Lands Account (ULA) has been established, the ULA serial number should be closed. ONRR will begin collecting royalty payments based on the new serial number assigned to the lease.	UNLEASED LAND ACCOUNT
	11.	When the terms of a private unit agreement are in conflict with Federal regulations, the Federal regulations will prevail.		
	12.	If no bid was received for a parcel at the sale and a presale offer exists for the lands involved, a noncompetitive lease is to be issued to the presale offeror, all else being regular. If a bid was received, reject the presale offer and refund the rental payment after the appeal period has ended.		PRESALE OFFER RECEIVES NONCOMPETITIVE LEASE WHEN NO BID ON PARCEL AT SALE
		12a.	If a bid is received but is later rejected for any reason, the noncompetitive presale offer is not to be issued. The presale offer continues to retain its priority because the lands must be reoffered competitively. (see Manual Section 3120.53C and Section II.F, below.)	PRESALE OFFER NOT ISSUED IF BID FOR PARCEL IS REJECTED AFTER SALE

E. Award of Lease

Responsible Official	Step	Action	Keywords
Adjudication	1.	Check sale receipt (see Illustration 14) showing minimum bonus at $2 per acre or fraction thereof, administrative fee, first year's advance rental at $1.50 per acre or fraction thereof, total minimum due at sale, actual total bid per acre, total minimum bid, additional amount due, sale date, parcel number, and bidder number. Check stipulations, bid form (properly signed and dated), and any additional information required, such as unit/CA joinder (see Illustration 18).	BIDDER/LESSEE REQUIREMENTS
	2.	If any fatal defects in bidder/lessee requirements, e.g., bid form not signed, monies due the day of sale not paid, reject bid (see Section II.F, for bid rejection procedures).	MONIES DUE DAY OF SALE
		2a. Notify the Washington Office if the bidder does not pay the monies due the day of the sale, so that the bidder can be added to the National Ineligible Bidders List.	
	3.	If a stipulation was added, deleted, or revised subsequent to the sale and it was determined that the stipulation change would not increase the value of the parcel, before a lease can be issued to the high bidder, a 45-day notice period must be provided to the public advising of the specific stipulation change.	STIPULATION CHANGES, ADDITIONS, AND DELETIONS

Responsible Official	Step	Action		Keywords
Adjudication		3a.	If no adverse public response is received during this 45-day period, the high bidder is to be given a 30-day period by notice in which to specifically sign a revised or added stipulation (see Illustration 19). The 30-day period runs concurrently with the 45-day period.	
		3b.	If the high bidder accepts the revised or additional stipulation, continue to process the lease to issuance as described in the steps below.	
		3c.	If the bidder refuses to sign the additional or revised stipulation, refund all monies, including the administrative fee (see Step II.D.2b, above), and include the parcel with all the appropriate stipulations in a subsequent sale notice for future oral auction.	
		3d.	If adverse public response is received within the 45-day period, the response is to be handled as if it were a protest to leasing the parcel(s) with stipulation changes. If the BLM upholds the protest, the BLM is to withdraw the parcel by issuing a Reject Decision. The high bidder is to be refunded all monies, including the administrative fee, and given the right of appeal.	
		3e.	If the adverse response (protest) is denied, the parcel is to be offered to the bidder with the changed stipulation as described above, and the protestor is to be given the right of appeal.	

Responsible Official	Step	Action	Keywords
Adjudication	4.	Prepare decision/notice if any additional requirements are needed, e.g., unit/CA joinder evidence, bond coverage.	
Signing Official	5.	Review and sign decision requesting additional requirements.	
LR2000 Entry	6.	For requesting unit/CA joinder Action Date: Date additional information requested Action Code: 104 Action Remarks: Unit joinder or CA joinder and from whom, or type of other information and from whom.	AUTOMATED NOTATION
Adjudication	7.	Prepare lease Form 3100-11 (original and two copies) from worksheet and instructions (see Illustration 11).	LEASE PREPARATION
		7a. Use Form 3100-11. Check "Public Domain" or "Acquired" lands box; type in Item 2 on the form the percent of U.S. interest, as appropriate; and indicate the SMA if other than the BLM. Complete Item 3 on the form from the legal land description entered in the sale notice. Check box at bottom of lease form for "Competitive lease (10 years)." If future interest lease, also check "other" box at bottom of form and type in "Future Interest Lease."	LEASE FORM 3100-11

Responsible Official	Step	Action		Keywords
Adjudication	8.	When all required payments for a competitive oil and gas lease parcel are submitted either at the auction or within 10 working days after the last day of the auction, signature by the bidder (lessee) on the bid form (Form 3000-2) allows immediate issuance of the oil and gas lease (after a determination that monies paid are collectible). By law, the leases should be issued within 60 days of the receipt of the balance of the bid.		
		8a.	Attach bid form to the lease form thereby serving as the lessee's signature on the lease.	
	9.	Attach to lease form all stipulations applicable to the parcel bid form.		
		9a.	Attach Threatened and Endangered Species Act stipulation (see Illustration 20).	THREATENED AND ENDANGERED SPECIES ACT
		9b.	Attach Cultural Resources and Tribal Consultation stipulation (see Illustration 20).	CULTURAL RESOURCES AND TRIBAL CONSULTATION
		9c.	Attach Notice to Lessee concerning Mineral Leasing Act (MLA) Section 2(a)(2)(A) restrictions with respect to assignments/transfers of oil and gas leases from certain Federal coal lease holders (see Illustration 20).	NOTICE TO LESSEE FOR SECTION 2(a)(2)(A)

Responsible Official	Step	Action		Keywords
Adjudication		9d.	Attach copies of any No Surface Occupancy, Controlled Surface Use, or Timing Limitation stipulations to the individual leases. These stipulations were identified in the sale notice by parcel.	
		9e.	Attach copies of stipulations provided by SMAs.	
		9f.	Attach copies of Lease Notices.	
	10.	Assemble copies in correct order for signature by the authorized officer.		
		10a.	Stamp “Original” or “File” on the top lease form which must be originally signed by the authorized officer.	
		10b.	Stamp “Lessee” on the first copy of the lease form.	
		10c.	Stamp second copy of lease form for transmittal to the SMA, as appropriate.	
Cashier/ Adjudication	11.	Hold case files up to 10 working days from close of sale if additional bonus money is due.		ADDITIONAL MONIES DUE
Cashier/ Adjudication		11a.	If additional bonus money is not received within 10 working days, reject the bid and retain the fees submitted on the day of the sale. These fees are forfeited (see Section II.F).	
		11b.	Hold case file for a 30-calendar day period for any additional requirements.	

Responsible Official	Step	Action	Keywords
Cashier	12.	Receipt balance of additional bonus due. Bonus money due must be received within the 10-working day timeframe.	ADDITIONAL BONUS MONEY RECEIVED
Adjudication	13.	Verify that all monies due have been received, and that bid form has been signed and dated by lessee or lessee's representative.	
	14.	Initiate the automated accounting advice form in CBS when all required information is received.	
	15.	Check that unit/CA joinder evidence has been received. If bidder is unable to join unit, see Step II.D.10b, above.	
LR2000 Entry	16.	After receiving unit/CA joinder Action Date: Date additional information received Action Code: 103 OR Action Date: Date Agreement Joinder Waived Action Code: 908 Action Remarks: Indicate reason for not joining unit agreement.	AUTOMATED NOTATION
Adjudication	17.	If additional bonus money is not received, the first year's advance rental of $1.50 per acre or fraction thereof, the administrative fee, and the bonus bid amount that was paid at the oral auction are forfeited. The monies are recorded as earned under the appropriate fund symbol, and are distributed by the ONRR Data Management Division in the same manner as if the lease had issued (see Section F).	ADDITIONAL BONUS MONEY NOT RECEIVED
	18.	Complete accounting advice in CBS (see Illustration 21).	ACCOUNTING ADVICE

Responsible Official	Step	Action		Keywords
Adjudication		18a.	The accounting advice is signed by the adjudicator on the same day the lease is signed by the authorized officer. The adjudicator will ensure that all information on the form is correct, especially the fund code and lessee identification. Additionally, if the land is within a proclaimed National Forest or Grassland (NF/NG), ensure the correct NF/NG identifying code is entered in the lower right hand corner. The supervisor/lead must initial the form verifying that the information is correct. The signed and initialed form must be received by the Accounts staff within 3 business days from the date the lease is signed by the authorized officer. The Accounts staff will authorize the transfer of funds from the BLM to the ONRR through a reversal transaction entry in the CBS within 10 business days from receipt of the form.	
		18b.	If when the lease is issued, the lands are within an agreement and are in a producing (nonterminable) status (within the participating area or CA), the accounting advice must show a “P” status (for production) when transmitting the bonus/first year’s advance rental monies.	
	19.	Ensure that any protest filed on the parcel has been resolved. Sign the FONSI and Decision Record. Post on the leasing Web site.		
	20.	Review lease. Route for signature by authorized officer, mailing, LR2000 Entry, Title Records for notation of oil and gas plat and HI (or other appropriate records), and Docket.		

Responsible Official	Step	Action	Keywords
Authorized Officer	21.	Sign original and lessee copy of lease form (name stamp can be used for remaining copies of lease form). NOTE: The responsibility to review the accounting advice and sign the lease must rise to the next higher level of authority and cannot be delegated to a subordinate employee. The system of checks and balances in revenue transfer procedures includes the need for authority over any employee who prepares the lease and form for review and signature. That authority must be a daily, ongoing responsibility of the position held; in other words, a supervisory or managerial position. If a subordinate employee is acting for an absent supervisor, the responsibility to verify the form's correctness and to sign the lease must rise to a higher level supervisor.	
Adjudication	22.	Ensure that the originally signed bid form (Form 3000-2) remains in the case file with the original of the lease form signed by the authorized officer. 22a. Attach a photocopy of the front and back of the bid form to the lessee's copy of the lease form.	
	23.	Date lease forms, and make enough copies for distribution to other SMA, as appropriate.	ISSUANCE OF LEASE

Responsible Official	Step	Action	Keywords
Adjudication	24.	If, after a lease is signed, issued, and mailed to the lessee, it is discovered that some or all of the lease stipulations that were identified in the Notice of Competitive Lease Sale as being applicable to the parcel are not attached as part of the lease, such stipulations are to be sent to the lessee by a notice, ensuring that a copy of same is placed in the case file. This notice to the lessee is merely a courtesy since the stipulations are binding based on the lessee having made the high bid on the parcel as it was advertised with the stipulations in the sale notice.	STIPULATIONS INADVERTENTLY NOT ATTACHED TO LEASE
LR2000 Entry	25.	Update lease issuance (see Illustration 22). The following entries are mandatory (if applicable to the case).	AUTOMATED NOTATION
		25a. Action Date: Date lease signed Action Code: 237	
LR2000 Entry		25b. If lease lands are located in more than one county: Action Date: Date lease signed Action Code: 523 Action Remarks: Acreage, and State and county code for lease lands within each county	
		25c. Action Date: Effective date of lease Action Code: 868.	
		25d. Action Date: Effective date of lease Action Code: 530 or Action Code: 536 If royalty rate is other than 12½% Action Remarks: Royalty Rate ____%;	

Responsible Official	Step	Action		Keywords
LR2000 Entry		25e.	Action Date: Effective date of lease Action Code: 496 Action Remarks: Fund Symbol NOTE: See Appendix 1 for a listing of the Treasury Symbols.	AUTOMATED NOTATION - FUND SYMBOL
		26f.	Action Date: Date lease expires Action Code: 763	
		26g.	If lease is committed to unit: Action Date: Date lease committed to unit (effective date of lease) Action Code: 232 Action Remarks: Enter unit serial number; name of unit	
LR2000 Entry		26h.	If lease committed to CA: Action Date: Date lease committed to CA (effective date of lease) Action Code: 246 Action Remarks: Enter CA serial number	
Adjudication	27.		If after a parcel has been offered for sale, a bid was received, and a lease has been issued, it is discovered that an error was made in the advertised parcel acreage in the sale notice, but the legal land description did not change, use the following procedures:	ACREAGE ADJUSTMENT OF LEASE PARCEL AFTER LEASE ISSUANCE

Responsible Official	Step	Action		Keywords
Adjudication		27a.	If the total parcel bonus amount still exceeds the $2 per acre minimum when recalculated for the corrected acreage, no additional bonus money is to be requested or refunded. For example, if the corrected acreage is 976.20 acres instead of 871.75 acres, and a total bonus bid of $8,720 was made, divide $8,720 by 977 acres, which equals an increment of $8.93 per acre. The recalculated bid per acre is still well above the $2.00 per acre minimum statutory bid amount required.	
		27b.	If an increase in the parcel acreage results from the BLM miscalculation of the parcel acreage, and the total bonus bid made does not equal at least the $2.00 per acre statutory minimum, issue a decision to the lessee to request additional monies to meet the required minimum bonus bid and minimum $1.50 per acre rental amount. Include in the decision a provision that allows the lessee to request cancellation of the lease. If the lessee does not want the lease, prepare a full refund of the bonus and rental paid.	
		27c.	In accordance with 43 CFR 3103.2-1(b), if the acreage in the sale notice is incorrectly indicated, payment of the rental based on the error is curable within 15 calendar days of receipt of the BLM notification.	

Responsible Official	Step	Action		Keywords
Adjudication		27d.	When corrected lease acreage is due to a resurvey, any increase or decrease in acreage would require a change in only the rental amount, beginning with the next lease anniversary date after notification to lessee. No refunds are to be made for either bonus bid or rental monies (see Illustration 23).	RESURVEY CAUSES ACREAGE CHANGE AFTER LEASE IS ISSUED
		27e.	An accounting advice will be sent promptly to ONRR to reflect the corrected lease acreage (see Illustration 23).	
LR2000 Entry		27f.	Action Date: Date of decision letter Action Code: 913 Action Remarks: Re-Survey Update case acreages	
Title Records	28.	When a lease issues, remove the previous oil and gas plat notations and replace with the lease serial number and "OG Lse." Note on HI.		RECORDS NOTATION
Dockets	29.	File oil and gas lease case file.		

F. Rejection of Bid

Responsible Official	Step	Action	Keywords
Adjudication	1.	Prepare decision indicating the reason for bid rejection, i.e., the bid form was not signed or additional bonus money due was not received within the 10-working day timeframe from the date of the oral auction, and/or any other additional requirements not submitted or met.	BID REJECTION
		1a. If the rejection is for a defect in the bid, as opposed to BLM's decision not to lease the parcel, specify in the decision that all monies (first year's advance rental, the administrative fee, and the bonus bid paid at the sale) are forfeited, and that the bidder has the right of appeal (see Illustration 24).	DEPOSIT FORFEITED
		1b. In the unique situation when the bid is rejected and all monies are to be refunded, hold the refund until the appeal period is over or the high bidder waives their right to appeal.	
	2	Review and surname decision after it is typed, and prepared for certified mailing.	REJECTION DECISION
Signing Official	3.	Review and sign decision.	
	4.	Suspend case file for 30-day appeal period. Do not refund the money until the appeal period is over. If the high bidder appeals, you will want their money in suspense in case Interior Board of Land Appeals (IBLA) rules in their favor.	
	5.	Route for mailing, LR2000 Entry, and Docket. Update LR2000 for future action suspense or some other form of case tracking.	

Responsible Official	Step	Action	Keywords
Docket	6.	File oil and gas lease case file.	
Adjudication	7.	If no appeal is received, refund the money and close the case file at end of 30-day appeal period.	
	8.	Prepare an accounting advice. In Remarks, add bid rejected, money not timely paid (see Illustration 25). NOTE: Lands in parcel must be re-offered competitively. The lands do not become available for noncompetitive offer at this time. List the parcel in the next available Notice of Competitive Lease Sale for the next oral auction if the parcel was offered in response to a noncompetitive presale offer filed in accordance with 43 CFR 3110.1(a)(l) or an expression of interest. Otherwise, schedule the reoffering of the lands at the discretion of the authorized officer.	EARN DEPOSIT
LR2000 Entry	9.	Update case abstract showing rejection. 9a. Action Date: Date bid rejected Action Code: 944 Action Remarks: Indicate reason bid rejected 9b. Action Date: Date case closed Action Code: 970	AUTOMATED NOTATION
Adjudication	10.	Send case file to Title Records for records notation, and route to Adjudication for relisting on future sale notice.	

Responsible Official	Step	Action	Keywords
Title Records	11.	Update records. Delete sale date from oil and gas plat (or other appropriate records).	RECORDS NOTATION
Adjudication	12.	Close action and re-offer lands in a future sale notice and auction.	
	13.	Route closed case file to Docket for filing.	
Docket	14.	File oil and gas lease case file with closed cases.	

Keywords

G. Protests and Appeals of Lease Sale/Specific Parcels

If a protest or appeal is filed with the state office concerning the holding of a competitive lease sale, the offering of specific parcels in the sale, or the issuance of leases resulting from a sale, the following procedures are to be used.

PROTEST OF ENTIRE SALE OR SPECIFIC PARCEL OFFERING IN SALE

If a protest is received on the holding of a lease sale or the inclusion of a specific parcel in the sale while the merits of the protest are being considered, the State Director may either elect to hold the sale, suspend the entire lease sale, or suspend the offering of specific parcels. Every effort must be made to decide the protest prior to the sale. If this is not possible, the authorized officer will advise the protestor prior to the scheduled sale date whether the sale will be held or suspended (or parcel offered) while the protest is being considered. If the authorized officer elects to hold the sale while the protest is being reviewed, it is important to announce at the beginning of the oral auction the receipt of such a protest. If a bid is received on any parcel involved in the protest, the protest must be resolved before issuance of the involved lease. The decision denying the protest must grant a 30-day appeal period to IBLA. However, it is not necessary to further delay lease issuance to permit the 30-day appeal period on the protest denial to run; although, the authorized officer may choose to do so.

APPEAL OF SALE/PARCEL OFFERING FORWARDED TO IBLA

If an appeal is timely filed from the dismissal of a protest concerning the holding of a competitive lease sale or offering of specific parcels in the sale, or the issuance of leases resulting from a sale, the appeal will be promptly transmitted to the IBLA, similar to any other appeal, in accordance with 43 CFR Part 4.

AUTOMATED NOTATION

NOTE: Enter the appropriate LR2000 action codes in Case Recordation/Record System Public Challenge Module to indicate that a protest and/or appeal have been filed on a specific parcel (see Appendix 2).

Keywords

If the appellant also requests the suspension of the entire sale with the filing of an appeal, the state office is to promptly prepare and forward to the Washington Office Assistant Secretary for Land and Mineral Management, a package consisting of (1) a decision denying the request for suspension of the lease sale (or suspension of specific parcel offering) set up for signature by the Assistant Secretary for Land and Minerals Management (see Illustration 26); (2) appropriate background information relevant to the issues involved, including a copy of the request for suspension; and (3) a cover transmittal memorandum from the State Director, through WO-300 and the BLM Director, to the Assistant Secretary requesting prompt action. (This assumes that the State Director views the request to have not satisfied the criteria for a suspension, otherwise the sale (or specific parcel offering) would have been suspended by the State Director.) In addition, promptly send a copy of the appellant's request for suspension to IBLA.

SUSPENSION REQUESTED FOR ENTIRE SALE OR PARCEL OFFERING

DECISION ON SUSPENSION ISSUED BY ASSISTANT SECRETARY

Until the Assistant Secretary orders the suspension of the sale (or offering of specific parcels) or upholds the request of the appellant to suspend sale action, continue the plans to hold the sale.

HOLD LEASE SALE UNLESS SUSPENDED BY ASSISTANT SECRETARY

If a protest solely addresses issuance of leases as a result of a lease sale, the protest must be decided prior to issuance of the affected leases. The decision denying the protest will grant a 30-day appeal period to IBLA. The filing of an appeal does not prevent issuance of the leases. The appellant may request IBLA to direct suspension of operations on those leases subject to the appeal. Until IBLA grants the request of the appellant and orders suspension of lease issuance, issuance of the leases may continue.

PROTEST OF LEASE ISSUANCE

ISSUE LEASES UNLESS SUSPENDED BY IBLA

NOTE: If an appeal concerning the offering of a specific parcel for sale is filed instead of or before the party has filed a protest, the appeal is premature and is to be treated as a protest since the parcel offering is still a proposed action. In such a case, the procedures addressed in this section for handling protests are to be followed.

III. Special Competitive Leasing Situations

Keywords

A. Future Interest Competitive Leasing

FUTURE INTEREST LEASING

In the process of identification and selection of lands for a future interest competitive lease sale, check for any existing private lease on lands that will vest in the United States that predates the date the United States will acquire the minerals. Prior to posting such lands for competitive sale, examine the existing private lease and consult with the Regional Solicitor, if necessary, to determine whether the private lease continues in force.

CONTINUATION OF PRIVATE LEASE

In certain unusual cases, the private lessee may have a right depending on the terms and conditions of the private lease to the continuation of the existing lease, even if the lands are not producing. If the existing private lease must continue, issue a new lease to such party without competitive bidding using the same terms as in the existing private lease. If a new lease is issued, a BLM serial number is assigned to the lease and notations are to be made on the records (oil and gas plat or other appropriate status records and the HI).

If the Federal future interest mineral estate underlies acquired Federal surface (e.g., the Forest Service), consent to lease must be obtained from the SMA with verification of the private lease and minerals ownership requested.

ADDITIONAL CONDITIONS/ REQUIREMENTS

Illustration 27 shows typical conditions/requirements for future interest leasing that must be in the sale notice and the lease as issued by the BLM authorized officer.

UNIT JOINDER REQUIREMENTS

If the high bidder joins a unit agreement, the effective date is the date the minerals vest in the United States (not an earlier date of joinder). If so, the future interest lease is to be issued without unit joinder. Where the terms of the private unit agreement are in conflict with Federal regulations, the Federal regulations will prevail. If the high bidder for the future interest competitive parcel is unable to obtain joinder from the unit operator after an extended period of time, request the bidder/lessee to provide the reasons for failure to join the unit. The authorized officer responsible for review and approval of unit actions, based on the information submitted by the bidder/lessee, will determine whether the lease can be operated independently of the unit.

Keywords

NOTE: Lease Form 3100-11 is used to issue a future interest competitive lease to the successful bidder. Check appropriate box, normally "Acquired Lands," but on rare occasion, "Public Domain Lands," and show the percentage of United States interest under Item 2 on the form. Complete Item 3 on the form from the worksheet. At bottom of lease form, check the box "Competitive lease (10 years)," and check "other," entering "Future Interest Lease." The effective date of the future interest lease is the date the mineral interests vest in the U.S.

COMPLETION OF LEASE FORM 3100-11

Where the United States owns both a present fractional interest and a future fractional interest of the minerals in the same tract and when a lease is issued, it will cover both the present and future interest in the lands. The effective date and primary term of the present interest lease is unaffected by the vesting of a future fractional interest. A lease for the future fractional interest, when such interest vests to the United States, will have the same primary term and anniversary date as the present fractional interest lease.

PRESENT AND FUTURE FRACTIONAL INTEREST

Complete the accounting advice, indicating the lease anniversary date as the date the minerals vest in the U.S. Indicate the expiration date as 10 years later. For example, if the vesting date of the future lease is April 21, 2015, the expiration date is April 20, 2025. The ONRR automated system now accepts a first-year rental payment for a future interest lease prior to the vesting date of the lease. Forward the accounting advice to the ONRR upon issuance of a future interest lease including the first year's rental, if paid, with the bonus bid payment, annotating the vesting date in the "Remarks" area on the accounting advice (see Illustration 28).

ACCOUNTING ADVICE - FUTURE INTEREST LEASE IN ONRR

NOTE: Rental and royalty for future interest leases are not due until the minerals vest in the U.S. Therefore, the bidder cannot be penalized if the first year's advance rental is not paid on the day of the sale. However, if the first year's rental is paid early, indicate in the "Remarks" area on the accounting advice that the rental is to be applied to avoid the ONRR from issuing a courtesy billing notice for the first year's rental.

When a future interest lease is issued, update LR2000 Entry using Case Type 312023 (Public Domain) or Case Type 312024 (Acquired) and the action codes identified in Section II, and the following:

AUTOMATED NOTATION

Enter Action Date (MANDATORY): Enter date the minerals will vest in the U.S.; Action Code 884; Action Remarks: Fractional percent of U.S. ownership (when applicable).

Keywords

B. Sale of Underlying Interests

SALE OF UNDERLYING INTERESTS

Underlying interests in a cancelled or forfeited lease, i.e., interests in less than the whole lease, is to be competitively offered under the guidelines for competitive leasing provided in Section II.C. In the Notice of Competitive Lease Sale, a reference must appear after the parcel land description showing the exact interest being offered, i.e., percentage of undivided record title interest only or percentage of overriding royalty only (see Illustration 29).

If the parcel fails to receive a bonus bid at the oral auction, the Notice of Competitive Lease Sale also must indicate that the underlying interest in the lands will be available for lease beginning the first day following the end of the oral auction to the first qualified person or entity submitting a bonus bid of $75 for the entire underlying interest plus the first year's advance rental. A filing fee would not be required.

The provisions for sale of such cancelled or forfeited underlying lease interests are not affected by the Federal Onshore Oil and Gas Leasing Reform Act, but are contained in Section 27 of the Mineral Leasing Act (30 U.S.C. 184(h)(2)). Therefore, the submittal of a sealed bonus bid of a predetermined amount is allowable. The bid made for such underlying lease interests would not require the submission of an administrative fee, since it is not a noncompetitive lease offer.

COMPLETION OF LEASE FORM 3100-11

Lease Form 3100-11 must be used to issue the lease, and is completed the same way as a regular competitive lease, with the land description indicating the specific underlying lease interests as described in the sale notice. All stipulations for the lands must be included in the lease as noted in the sale notice (or added, deleted, or revised after official posting of the sale notice).

Keywords

C. Leasing Lands Within Gas Storage Agreements

Leases may be issued for lands containing a gas storage agreement. However, the specific formations covered by the storage agreement must be excluded from the lands offered in the parcel. The Notice of Competitive Lease Sale will describe those lands within the parcel that are excluded due to the storage agreement.

GAS STORAGE AGREEMENTS

The parcel land description in the sale notice and on the Lease Form 3100-11 must specifically exclude the formations contained in the storage agreement (see Illustration 30).

COMPLETION OF LEASE FORM 3100-11

Keywords

D. Leasing Lands Within National Wildlife Refuge System or Coordination Lands

WILDLIFE REFUGE OR COORDINATION LANDS

Currently, by Secretarial policy, lands within wildlife refuges and coordination lands, except in Alaska, may not be leased unless the lands are being drained (see Section III.F, below, Manual Section 3101, and Handbook 3101-1). (see 43 CFR 3101.5 National Wildlife System Lands and Handbook 3100.2 Drainage and Handbook 3100-1, Chapter 2 for drainage provisions.)

DRAINAGE REPORT

State or field office operations personnel are to provide a report identifying the lands that are being drained.

FWS CONSENT

No offers for oil and gas leases covering wildlife refuge lands will be accepted and no leases covering such lands will be issued except as provided in 43 CFR 3100.2. There will be no drilling or prospecting under any lease or issued on lands within a wildlife refuge except with the consent and approval of the Secretary, with the concurrence of the Fish and Wildlife Service, as to the time, place, and nature of such operations in order to give complete protection to wildlife populations and wildlife habitat on the areas leased. Upon receipt of Fish and Wildlife Service consent to lease, the lands must be offered competitively.

COMPLETION OF LEASE FORM 3100-11

Procedures for offering the lands are the same as the competitive sale guidelines described in this handbook.

Lease Form 3100-11 is used, and is to be completed the same way as a regular competitive lease, citing the appropriate leasing authority (Attorney General's Opinion of April 2, 1941, 40 Op. Atty. Gen. 41). Stipulations for the protection of the refuge will also be included and must be fully stated in the Notice of Competitive Lease Sale.

Keywords

E. Leasing Lands Reported as Surplus by General Services Administration

Upon receipt of a delegation of authority from the General Services Administration (GSA) to lease lands reported by GSA as excess or surplus, request a report from state office or field office operations personnel for all of the required stipulations to be attached to any lease issued.

GSA SURPLUS LANDS

The Notice of Competitive Lease Sale must contain the authority for leasing, i.e., "Oil and gas leasing authority for the lands described in this parcel is delegated to the Secretary of the Interior by the General Services Administration pursuant to the Federal Property and Administrative Services Act of 1949, as amended [40 U.S.C. 484, 486(d)]" (see Illustration 31).

The GSA surplus lands are available by competitive bid only. If no bids are received, the lands are not available for noncompetitive lease offers.

COMPETITIVE BID ONLY

The LR2000 Case Type for such leases is 312013. The data entry procedures are the same as those addressed in this handbook.

AUTOMATED NOTATION

Lease Form 3100-11 must be used. At the top of the form, add the additional leasing authority "Federal Property and Administrative Services Act of 1949, as amended" after the words "or the" at the end of the second line.

COMPLETION OF LEASE FORM 3100-11

The accounting advice must identify the lease as being located on GSA surplus lands in order to assist the ONRR in preparing the annual report to the GSA on the proceeds received from mineral leases on such surplus lands (see Illustration 32).

ACCOUNTING ADVICE WITH REMARKS NOTATION

Keywords

F. Protective Leasing

When lands not subject to leasing are affected by drainage of oil and gas by wells on adjacent lands, the lands may be offered for lease in accordance with the provisions of the Attorney General's Opinion of April 2, 1941, with the consent of the agency having jurisdiction over the lands (43 CFR 3100.2-1). Lands not subject to leasing under the mineral leasing laws include units of the National Park System as identified in 43 CFR 3100.0-3(a)(2)(i) and (b)(2). In the case of National Park System lands, the BLM state office will first contact the appropriate National Park Service Regional Office to address possible non-leasing options, such as compensatory royalty agreements (see Section IV), that may be available as well as leasing options.

PROTECTIVE LEASING

National Wildlife Refuge System lands, including coordination lands, outside of Alaska are not available for leasing, except in cases of drainage. This policy is derived from Section 107 of the 1984 Continuing Appropriations Act of November 14, 1983, which specified that no funds can be used to process or grant oil and gas lease applications or offers on any Federal lands outside Alaska that are in units of the National Wildlife Refuge System, except in cases of drainage, until the Secretary of the Interior issues new regulations or prepares an environmental impact statement. (see Manual Section 3101.5.)

NATIONAL WILDLIFE REFUGE LANDS INCLUDING COORDINATION LANDS, NOT AVAILABLE FOR LEASING OUTSIDE ALASKA EXCEPT IN DRAINAGE SITUATIONS

For lands outside the DOI, the authority to lease in cases of drainage may be transferred to DOI. This is accomplished by public land order, the terms of which are to be developed between DOI and the agency involved.

CONSENT REQUIRED

For lands administered by DOI agencies, no leasing may occur without the consent of that agency including required stipulations for incorporation into the lease to protect the lands for the purpose for which they were set apart or acquired (see Illustration 33).

Keywords

To prepare and offer drainage parcels, follow the same competitive leasing procedures as described in this handbook for a regular competitive parcel offering. The Notice of Competitive Lease Sale must show the authority for leasing (see Illustration 34).

COMPETITIVE BID ONLY

Parcels offered under protective leasing provisions are available by competitive bid only. Either a sealed bid or oral bid method is acceptable. However, if no bids are received, the lands are not available for noncompetitive lease offers.

COMPLETION OF LEASE FORM 3100-11

Lease Form 3100-11 must be used. Complete the same as for a regular competitive lease, except at the top of the form the leasing authority "Attorney General's Opinion of April 2, 1941 (40 Op. Atty. Gen. 41)" is to be added, after the words "or the" at the end of the second line.

AUTOMATED NOTATION

The LR2000 Case Type for such leases is 312014. The data entry procedures are the same as those addressed in this handbook.

Keywords

G. Unleased Lands Within Blocks of Leased Lands Preventing Logical Exploration and Development

When unleased Federal lands are not available for leasing and, due to proximity or commingling with leased lands, prevent a lessee's ability to form blocks of land that are logical for the efficient and orderly exploration and development of the oil and gas resources, the existing Federal leases may be suspended under the provisions of Section 39 of the Mineral Leasing Act (see Manual Section 3103 and Handbook 3103-1).

SUSPENSION OF LEASES DUE TO UNLEASED LANDS

When an entity has indicated the inability to assemble the necessary blocks of land to pursue a drilling program due to the best prospects being located on lands currently unavailable for leasing, the unleased lands within the proposed designated area are to be identified by Adjudication as a confidential expression of interest. Establish a confidential work file for the unleased parcels for each such industry-designated area, indicating the BLM as the applicant. The unleased Federal lands within each logical block of land are to be parceled into tracts that must be offered at the same competitive sale, not split between several competitive lease sales. Attach a special sheet on the front of each such work file (including all requests sent to the SMA) indicating that the information contained in the file is to be handled in a confidential manner (including all correspondence concerning the unleased land within the designated area, and that all of the unleased lands within the area are to be offered at the same competitive lease sale.

PARCEL LANDS IN DESIGNATED DEVELOPMENT AREAS FOR LEASE OFFER AT THE SAME LEASE SALE

Maintain the confidential work files for a 1-year period from the date of the competitive sale at which the lands were offered, since the suspension of the existing leases is to remain in effect for a year after the effective date of the newly issued leases or until approval of an Application for Permit to Drill, whichever occurs first, within the logical area subject to exploration and development by the entity.

Keywords

H. Entities in Noncompliance with Reclamation Requirements

ENTITIES IN NONCOMPLIANCE

Section 17(g) of the Mineral Leasing Act of 1920, as amended, prohibits the BLM, acting for the Secretary, from issuing an oil and gas lease or approving an assignment or transfer to an oil and gas lease to any entity that has failed or refused to comply with reclamation requirements.

Under Department regulations at 43 CFR 3102.5-1(f), BLM state offices are NOT to issue an oil and gas lease or approve an assignment or transfer to any entity shown on the current list. The list must include the effective date of the violation and accorded a civil penalty assessment or a bond attachment.

An entity is defined hereafter as any subsidiary, affiliate, or person, association, or corporation controlled by or under common control with the signatory, as defined in 43 CFR 3400.0-5(rr):

> *Controlled by or under common control with*, based on the instruments of ownership of the voting securities of an entity, means:
>
> (i) Ownership in excess of 50 percent constitutes control;
> (ii) Ownership of 20 through 50 percent creates a presumption of control; and
> (iii) Ownership of less than 20 percent creates a presumption of noncontrol.

See Appendix 3 for guidance on Entities in Noncompliance with Reclamation Requirement of Section 17(g) of MLA.

Keywords

IV. Compensatory Royalty Agreements

A compensatory royalty agreement (CRA) may be entered into for lands which are not otherwise leasable, i.e., lands withdrawn from the mineral leasing laws, or lands that are legally leasable but are not suitable for leasing, e.g., environmental concerns that prohibit leasing (see 43 CFR 3100.2 and Handbook 3100-1, Chapter 2).

COMPENSATORY ROYALTY AGREEMENTS

The LR2000 Case Type for compensatory royalty agreements in drainage situations is 318120. The existing data standards are to be used to enter each CRA into the LR2000.

AUTOMATED NOTATION

A CRA also may be entered into in lieu of leasing where the United States owns both a present and a future fractional interest in the same tract which contains a producing well (see 43 CFR 3120.7-3).

An example situation for use of a CRA is when the conveyance to the United States contains a reservation for a period of years of an area of 25 acres surrounding any producing well. The terms and conditions of such a CRA will be established on a case-by-case basis. Generally, the United States would agree not to lease that portion of the tract in which it owns the mineral rights, in consideration for a pro rata share of the royalty from the production of the well on that portion of the tract in which it owns a future interest. Assuming that the tract involves a 40-acre subdivision which is subject to the “25-acre” reservation, the United States would own the present mineral rights in 15 acres and a future interest in 25 acres in that tract. In such a case, compensatory royalty of one-eighth of fifteen-fortieths might be acceptable.

CRA TERMS AND CONDITIONS

A lease form is not used for CRAs. See Handbook 3100-1, Chapter 2 for an example compensatory royalty agreement.

Procedures for Configuration of Lands in Noncompetitive Offers
Filed Under 43 CPR 3110.1(a)(1) into Competitive Lease Parcels

The following procedures are to be used when preparing to offer lands contained in a noncompetitive oil and gas lease offer filed under 43 CFR 3110.1(a)(1) in a Notice of Competitive Lease Sale for oral auction.

- 43 CFR 3110.1 does not prohibit a lease offeror from including lands available under 43 CFR 3110.1(a)(1) and lands available under 43 CFR 3110.1(b) in the same offer. The policy for minimum acreage requirements for such noncompetitive offers is as follows (see also Handbook 3110-1, Section II):

- 43 CFR 3110.3-3(a) first requires that the offer contain public domain minerals of not less than 640 acres or one full section, whichever is larger (in Alaska, 2,560 acres or 4 full contiguous sections, whichever is larger). Any noncompetitive lease offer that contains (1) the minimum acreage of presale-type lands described in 43 CFR 3110.1(a)(1) only, or (2) the minimum acreage, some of which is presale-type lands described under 43 CFR 3110.1(a)(1) and some of which is post sale-type lands described under 43 CFR 3110.1(b), satisfies this regulation requirement. 43 CFR 3110.3-3(a) provides an exception to the minimum acreage where the offer includes all available lands within the section(s) and no contiguous lands are "available" (see Handbook 3110-1, Section II).

- If the offer contains presale-type lands greater than the maximum acreage allowed for a competitive lease as specified by the Federal Onshore Oil and Gas Leasing Reform Act (2,560 acres in the lower 48 states and 5,760 acres within Alaska), the offer is to be split into parcels as compact as possible not exceeding the maximum allowable acreage.

  EXAMPLE: If the lands are scattered over the allowable 6-mile square area, place all the lands in the northwest 9 sections into a single parcel, all the lands in the southwest 9 sections into a single parcel, all the lands in the northeast 9 sections into a single parcel, and all the lands in the southeast 9 sections into a single parcel.

- If the lands in the offer are under the administrative jurisdiction of more than one surface management agency, i.e., the Forest Service, Bureau of Reclamation, and Bureau of Land Management, first apply the above procedure for creating compact parcels by grouping the lands within each 9-section area, then separate the lands within each area by agency of jurisdiction.

- If the offer contains presale-type lands greater than the maximum acreage allowed for a competitive lease and the lands are located in two or more townships, group the lands by township, depending on the number of townships and the acreage contained in each township.

- Do not use known geologic or drilling information to configure the lands in the noncompetitive offer into a competitive parcel.

- Noncompetitive offers combining presale and post sale-type lands may be processed in either of two ways:

  Option 1:

  (1) Segregate the offer (after applying the minimum acreage rule);

  (2) Issue lease immediately for the post sale-type lands (even if such lands are less than the minimum acreage after the segregation);

  (3) Process the presale-type lands for posting for competitive offer;

  (4) Issue a lease for presale lands if parcel receives no bid (a second lease), OR, combine the presale-type lands in the segregated offer into the first lease as provided under 43 CFR 3110.8, but only if specifically requested to do so by the offeror.

  Option 2:

  (1) After applying the minimum acreage rule, make pending the issuance of a lease for the post sale-type lands the 60-day time limit for issuance of a lease will not apply in this case as “all else is not regular” by virtue of the combination of lands in the offer;

  (2) Post the presale-type lands for competitive sale;

  (3) If no bid is received at the auction, issue one lease to include both the presale and post sale-type lands;

  (4) If the presale-type lands in the offer sold competitively, issue a lease only for the post sale-type lands.

Checklist for Preparation of Competitive Oil and Gas Lease Parcels

- Check relisting's, expressions of interest, non-competitive (pre-sale) offers or other requests from the public, National Environmental Policy Act compliance (from land use planning and environmental analysis documents), Forest Service reports, Bureau of Reclamation reports, etc., that have accumulated since last sale notice list was posted. Order additional, current plats (or other appropriate records) for these lands.

- Check to exclude lands not available for lease, including units of the National Park System, except those specifically available under the mineral leasing laws in accordance with 43 CFR 3109.2; National Wildlife Refuge System lands, including coordination lands outside Alaska; lands within Bureau of Land Management (BLM) wilderness study areas; lands recommended for wilderness allocation by the surface management agency (SMA); lands designated by Congress as wilderness study areas, except where oil and gas leasing is specifically allowed to continue by the law designating the study area; and other lands identified as not being available for leasing in 43 CFR 3100.0-3(a)(2) and (b)(2).

- If other SMAs are involved, obtain recommendations and stipulations to lease if public domain lands and prepare a Title Report (Form 3100-7) (Illustration 4, Page 1) if acquired lands.

  NOTE: If the Forest Service (USFS) is the SMA, the consent to lease or no objection to leasing must be obtained for both public domain and acquired lands minerals.

- Complete a worksheet for the lands available for competitive listing. Separate by geographic state, as applicable.

- Arrange parcels requested to be offered in township and range order (first by range order, then by township within each range).

- Order/print oil and gas plats, master title plat (if no oil and gas plat exists), or other appropriate records, maps, or microfiche available to Adjudication.

- Create sale folder/file and maintain in accordance with General Record System 4/24.

- Working with the plats (or other appropriate records) and/or maps:

  (a) Mark plats (or other appropriate records) according to available lands for each worksheet or request, etc., checking for mineral ownership; rights-of-way (if it is an 1891 reservoir or certain other right-of-way, leasing can occur only under the authority of the 1910 Right of Way Act; see 43 CPR 3109.1 and Handbook 3109-1); assertion of mineral rights; withdrawals; Federal Energy Regulatory Commission power sites; all right hand margin notations; restricted "MINS" notation; within 6-mile square if two or more townships are involved; surface management jurisdiction; Recreation and Public Purposes Act lands; and reconveyance of minerals.

  (b) Check plats or maps for units and communitization agreements (CA). If only part of the lands available for listing are in a unit, two separate parcels are required, because unitized lands and nonunitized lands cannot be combined in the same parcel. Check with state office, field office operations personnel, or Reservoir Management Group for any pending CAs or units, unplugged wells, or any other surface restrictions.

  (c) Request stipulations from appropriate field office operations staff and/or check stipulation books in the BLM state office. If the lands are within a USFS or BLM wilderness study area, no leasing can occur (see Manual Section 3101).

- Review stipulations and prepare stipulation sheets. When all the stipulations for all parcels to be included in the Notice of Competitive Lease Sale are determined, arrange the stipulations and write the numbers of the stipulations required on the stipulation sheets. See examples in Exhibit A (Illustration 5).

- Check acreage of each parcel. Maximum size of each parcel is 2,560 acres outside Alaska or 5,760 acres within Alaska outside the NPR-A. Parcels must be as nearly compact in form as possible.

Notice to Announce that Parties Submitting an Expression of Interest
Containing Split Estate Lands must provide the Name and Address of the Surface Owner

NOTICE

The Bureau of Land Management (BLM) may offer certain lands in an oil and gas competitive lease auction that includes split estate lands—private surface land and subsurface Federal minerals. Effective immediately, anyone submitting an informal Expression of Interest (EOI) to lease split estate lands must provide, with the EOI, the name and address of the current private surface owners(s). Whenever the BLM includes a split estate parcel in an oil and gas Notice of Competitive Lease Sale, the BLM will send a courtesy letter to the surface owners(s). The letter will provide the surface owner notice of the scheduled auction as well as information about BLM regulations and procedures for Federal oil and gas leasing and development on split estate lands.

The BLM will not process any EOI, including an EOI for split estate lands that the EOI party may submit or that is now pending with a BLM state office, if the EOI party does not provide the name and address of the surface owner(s). The BLM will not list such lands included in a Notice of Competitive Lease Sale until the EOI party provides the required information.

If you have any questions, please contact (NAME), (TITLE) at (PHONE NUMBER) or (EMAIL ADDRESS).

Format for Acknowledgement of Public Request for
Competitive Leasing of Lands

United States Department of the Interior
BUREAU OF LAND MANAGEMENT
(NAME) State Office
(ADDRESS)
http://www.blm.gov

In Reply Refer To:
3120 (Office code)

(Date)

(Nominator)
(Address)

On (Date EOI Received), we received your request to have lands offered for competitive oil and gas leasing:

If your request includes lands located within a National Forest, we will forward a copy of your expression of interest and other pertinent information to the appropriate Forest Service office for review, concurrence to lease, and application of stipulations.

We are unable at this time to let you know which competitive list will include these lands. We post our sale lists at least 90 days in advance of a sale, and the lists are available in our Information Access Center for viewing or purchase. You can also access the sale list on our Web site at: http://_____.

OPTIONAL: If you do not already receive the Notice of Competitive Lease Sale or Results of the Sale, you may wish to do so. Please contact our Accounting Section at (___) ____-____ for further information or to establish an account.

If you have other questions, please contact _____ at (___) ____-____.

Sincerely,

Authorized Officer

Illustration 4, Page 1
(II.A.25)

Title Report Request (Form 3100-7)

Form 3100-7
(November 1970)
(formerly 3200-1)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

TITLE REPORT REQUEST

Serial Number

Date

Name of Applicant	Address *(include zip code)*

Has applied for a *(specify mineral)* _____ ❑ lease ❑ permit for the following-described lands:

In accordance with the Act of August 7, 1947 (61 Stat. 913), or Reorganization Plan No. 3 of 1946 (60 Stat. 1097), furnish this office with the following requested information.

(Signature) (Title)

1. Does the description conform to that contained in the deed to the United States? ❑ Yes ❑ No *(If "no," describe the lands as shown on your records)*

(Continued on page 2)

Title Report Request (Form 3100-7)

2. Specify any mineral or royalty reservations contained in the conveyance to the United States, or in any prior conveyance, as evidenced by the abstract of title

3. If the land has been conveyed by the United States, specify any provision in the conveyance reserving minerals to the United States

4. Under what Act was the land acquired or is it being administered?

5. Give the following:

a. Symbol number of the fund to receive collections

b. Name, address, and symbol of the disbursing officer to receive credit for the deposit of collections

c. Name, address, and accounting location code of your office to receive credit for the deposit of collections

6a. Does your agency control, or has it supervisory interest in, the surface of the land? ❑ Yes ❑ No

b. Will development of these deposits interfere with the primary purposes for which the land was acquired? ❑ Yes ❑ No *(If "yes," specify any special terms and conditions)*

7. Give the name of the forest or project in which the land is located

8. Name the designated representative of the agency for this ❑ lease ❑ permit

9. Give the name of person who should be contacted for additional title information

(Signature) (Title)

(Form 3100-7, page 2)

Examples of Lease Stipulations

Serial No. _____

CONTROLLED SURFACE USE STIPULATION

Surface occupancy or use is subject to the following special operating constraints.

On the lands described below:

For the purpose of:

Exception Criteria:

Modification Criteria:

Waiver Criteria:

TIMING LIMITATION STIPULATION

No surface use is allowed during the following time period(s). This stipulation does not apply to operation and maintenance of production facilities unless the findings of analysis demonstrate the continued need for such mitigation and that less stringent project-specific mitigation measures would be insufficient.

On the lands described below:

For the purpose of:

Exception Criteria:

Modification Criteria:

Waiver Criteria:

Examples of Lease Stipulations

Serial No. _____

NO SURFACE OCCUPANCY STIPULATION

No surface occupancy or use is allowed on the lands described below (legal subdivision or other description).

For the purpose of:

Exception Criteria:

Modification Criteria:

Waiver Criteria:

Examples of Lease Stipulations

Form 3109-1
(December 1972)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
LEASE STIPULATION
BUREAU OF RECLAMATION

The lessee agrees to maintain, if required by the lessor during the period of this lease, including any extension thereof, an additional bond with qualified sureties in such sum as the lessor, if it considers that the bond required under Section 2(a) is insufficient, may at any time require:

(a) To pay for damages sustained by any reclamation, homestead entry man to his crops or improvements caused by drilling or other operations of the lessee, such damages to include the reimbursement of the entry man by the lessee, when he uses or occupies the land of any homestead entry man, for all construction and operation and maintenance charges becoming due during such use or occupation upon any portion of the land so used and occupied;

(b) To pay any damage caused to any reclamation project or water supply thereof by the lessee's failure to comply fully with the requirements of this lease; and

(c) to recompense any applicant, entry man, purchaser under the Act of May 16, 1930 (46 Stat. 367), or patentee for all damages to crops or to tangible improvements caused by drilling or other prospecting operations,, where any of the lands covered by this lease are embraced in any no-mineral application, entry, or patent under rights initiated prior to the date of this lease, with a reservation of the oil deposits, to the United States pursuant to the Act of July 17, 1914 (38 Stat. 509).

As to any lands covered by this lease within the area of any Government reclamation project, or in proximity thereto, the lessee shall take such precautions as required by the Secretary to prevent any injury to the land susceptible to irrigation under such project or to the water supply thereof; *provided* that drilling is prohibited on any constructed works or right-of-way of the Bureau of Reclamation, and *provided, further*, that there is reserved to the lessor, its successors and assigns, the superior and prior rights at all times to construct, operate, and maintain dams, dikes, reservoirs, canals, waste ways, laterals, ditches, telephone and telegraph lines, electric transmission lines, roadways, appurtenant irrigation structures, and reclamation works in which construction, operation, and maintenance, the Lessor, its successor and assigns, shall have the right to use any or all of the lands herein described without making compensation therefor, and shall not be responsible for any damage from the presence of water thereon or on account of ordinary, extraordinary, unexpected, or unprecedented floods. That nothing shall be done under this lease to increase the cost of, or interfere in any manner with, the construction, operation, and maintenance of such works. It is agreed by the lessee that, if the construction of any or all of said dams, dikes, reservoirs, canals. Waste ways, laterals, ditches. telephone or telegraph lines, electric transmission lines, roadways, appurtenant irrigation structures or reclamation works across, over, or upon said lands should be made more expensive by reason of the existence of the Improvements and workings of the lessee thereon, said additional expense is to be estimated by the Secretary of the Interior, whose estimate is to be final and binding upon the parties hereto, and that with thirty (30) days after demand is made upon the lessee for payment of any such sums, the lessee will make payment thereof to the United States, or its successors, constructing such dams, dikes, reservoirs, canals, waste ways, laterals, ditches, telephone and telegraph lines, electric transmission lines, roadways , appurtenant irrigation structures, or reclamation works, across, over, or upon said lands *provided, however*, that subject to advance written approval by the United States, the location and course of any improvements or works and appurtenances may be changed by the lessee: *provided, further*, that the reservations, agreements, and conditions contained in the within lease shall be and remain applicable notwithstanding any change in the location or course of said improvements or works of lessee. The lessee further agrees that the United States, its officers, agents, and employees, and its successors and assigns shall not be held liable for any damage to the improvements or workings of the lessee resulting from the construction, operation, and maintenance of any of the works hereinabove enumerat4ed. Nothing in this paragraph shall be construed as in any manner limiting other reservations in favor of the United States contained in this lease.

THE LESSEE FURTHER AGREES That there is reserved to the lessor, its successors and assigns, the prior right to use any of the lands herein leased, to construct, operate, and maintain dams, dikes, reservoirs, canals, waste ways, laterals, ditches, telephone and telegraph lines, electric transmission lines, roadways, or appurtenant irrigation structures, and also the right to remove construction materials therefrom, without any payment made by the lessor or its successors for such right, with the agreement on the part of the lessee that if the construction of any or all of such dams, dikes, reservoirs, canals, waste ways, laterals, ditches, telephone and telegraph lines, electric transmission lines, roadways, or appurtenant irrigation structures across, over, or upon said lands or the removal of construction materials therefrom, should be made more expensive by reason of the existence of improvements or workings of the lessee thereon, such additional expense is be estimated by the Secretary of the Interior, whose estimate is to be final and binding upon the parties hereto, and that within thirty (30) days after demand is made upon the lessee for payment of any such sums, the lessee will make payment thereof to the United States or its successors constructing such dams, dikes, reservoirs, canals, waste ways, laterals, ditches, telephone and telegraph lines, electric transmission lines, roadways, or appurtenant irrigation structures across, over, or upon said lands or removing construction materials therefrom. The lessee further agrees that the lessor, its officers, agents, and employees and its successors and assigns shall not be held liable for any damage to the improvements or workings of the lessee resulting from the construction, operation, and maintenance of any of the works herein above enumerated. Nothing contained in this paragraph shall be construed as in any manner limiting other reservation in favor of the lessor contained in this lease.

Illustration 6, Page 1
(II.A.31a)

Format for Parcel Description in Oil and Gas Notice of
Competitive Lease Sale

NM-201110-001 640.000 Acres
T.0230S, R.0230E, 23 PM, NM
Sec. 004 ALL;
Eddy County
Carlsbad FO
NMNM 97851, NMNM 98796
Stipulations:
NM-11-LN Special Cultural Resource
SENM-LN-1 Cave - Karst Occurrence Area
SENM-S-18 Streams, Rivers, Floodplains
SENM-S-21 Caves and Karst
SENM-S-39 Plan of Development
*Pre-sale offer NMNM123456

WY-1111-008 1591.240 Acres
T.0240N, R.0810W, 06th PM, WY
Sec. 018 LOTS 1-4; 018 E2,E2W2;020 ALL;
T.0240N, R.0820W, 06th PM, WY
Sec. 012 SWNW,S2;
Carbon County
Rawlins FO
Stipulations:
Lease Notice No. 1
Lease Notice No. 2
Lease Notice No. 3
Special Lease Stipulation
TLS (1) Mar 1 to Jul 15; (2) as mapped on the Rawlins Field Office GIS database; (3)p protecting nesting Greater sage-grouse.
TLS (1) Feb 1 to Jul 31; (2) as mapped on the Rawlins Field Office GIS database; (3) protecting nesting Raptors.

Format for Parcel Description in Oil and Gas Notice of
Competitive Lease Sale

UTU88620
(UT1111–002)
T. 12 S., R. 9 E., Salt Lake
Sec. 10: SENW, SW;
Sec. 11: S2SW, SWSE;
Sec. 14: N2NE, SENE, S2NW, S2;
Sec. 15: All.
1,480.00 Acres
Carbon County, Utah
Price Field Office

STIPULATIONS
UT-S-01: Air Quality
UT-S-97: NSO – Fragile Soils/Slopes for Slopes Greater Than 40%
UT-S-101: CSU – Fragile Soils/Slopes 20-40 Percent
UT-S-126: NSO – Natural Springs
UT-S-127: NSO – Intermittent and Perennial Streams

NOTICES
UT-LN-08: Crucial Elk Calving and Deer Fawning Habitat
UT-LN-45: Migratory Bird
UT-LN-49: Utah Sensitive Species
UT-LN-96: Air Quality
T&E-06: Mexican Spotted Owl

NV-11-12-001 2 **560.000 Acres**
T.0130N, R.0350E, 21 MDM, NV
Sec. 001 PROT ALL;
002 PROT ALL;
003 PROT ALL;
004 PROT ALL;
Nye County
Carson City DO
FORMERLY LEASE (NO)S. N-60816
Stipulations:
OG-030-NA-1,OG-44

Format for Parcel Description in Oil and Gas Notice of
Competitive Lease Sale

FUTURE INTEREST PARCELS
Oklahoma - Indian Meridian - Acquired Lands

OK NH 78001
T. 15N., R. 24W., IM
Sec. 25: W2NE, SENE
Black Kettle National Grasslands
Cibola National Forest
Roger Mills County 120.00 Acres
Date of Mineral Reversion to the U.S. 03/09/96
Exhibit FSI
Exhibit FS2
Exhibit FS SupB

OK NH 78002
T. 14N., R.25W., IM
Sec.09: NW
Black Kettle National Grasslands
Cibola National Forest
Roger Mills County 160.0000 ACRES
Date of Mineral Reversion to the U.S. 07/06/97
Exhibit FSI
Exhibit FS2
Exhibit FS SupB

OK NH 78003
T. 14N., R.25W., IM
Sec. 21: E2SE
Black Kettle National Grasslands
Cibola National Forest
Roger Mills County 80.0000 Acres
Date of Mineral Reversion to the U.S. 04/07/94
Exhibit FS1
Exhibit FS2
Exhibit FS SupB

Format for Notice of Competitive Lease Sale
Standard Introduction Information

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
(NAME) State Office
(ADDRESS)
http://www.blm.gov

(DATE OF POSTING/SIGNATURE)

Notice of Competitive Lease Sale
Oil and Gas

We are pleased to announce that we will offer ____ parcels for competitive sale certain Federal lands containing _____ acres in the State of _____ for oil and gas leasing. This notice describes:

- The date, 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 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 shapefiles are also available at our public internet site: http://www.blm.gov/_____.

When and where will the sale take place?

When: The competitive oral sale will begin at _____ a.m. on Tuesday, _____: the registration table will open at _____ a.m., so you can register and get your bidder number.

We will hold the sale at the Bureau of Land Management State Office (address). 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 (NAME) at (PHONE NUMBER), by (DATE).

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

We will also ask you 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 the bidder settles that debt to the United States. 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 (TIME) on the day of the sale:

- The authorized officer will make the sale announcements;
- 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.

Names of bidders/high bidders remain confidential until the end of the sale. The results list of high bidders will be available when all bidders have paid the minimum amount due. Names of bidders/high bidders remain confidential until 2 days after the sale or when the results list is available.

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 $2 ($2 x 101 acres). After we have offered all the parcels, you may ask the auctioneer to re-offer any unsold parcels.

How long will the sale last?

We begin the sale at (TIME) and the sale continues until we have offered all of the parcels in this Notice. 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 (NAME) Information Access 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 $_____. You must pay these monies by (TIME) on the date of the sale at (PLACE). You must pay any balance due by the close of business on (DATE), 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 we do not receive payment of the minimum monies owed the day of the sale by the date and time above, the BLM will issue a bill for the monies owed. If we do not receive payment by the bill due date, we will send a demand letter to you that will include additional fees. If we do not receive payment 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; and Federal and state tax refund offset; and retirement payment offset. We may send debts to the Internal Revenue Service (IRS) and the IRS may charge them as income to you on Form 1099C, Cancellation of Debt (Federal Claims Collection Act of 1966, as amended; The Debt Collection Improvement Act of 1996; 31 CFR Part 285).

- **Forms of payment:** You can pay by personal check, certified check, money order, credit card (Discover, Visa, American Express, or MasterCard only). Make checks payable to: **Department of the Interior-BLM.** We cannot accept cash. If a check you have sent to us in the past has been returned for insufficient funds, we may ask that you give us a guaranteed payment, such as a certified check. If you pay by credit card and the transaction is refused, we will try to notify you early enough so that you can make other payment arrangements. However, we cannot grant you any extension of time to pay the money that is due the day of the sale.

- **Limitations on Credit Cards and Debit Payments:** Effective June 30, 2012, credit or debit cards cannot be used for any amount in excess of $49,999.99 for any purpose.

- **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 you sign the form, you cannot change it. We will not accept any bid form that has information crossed out or is otherwise altered.

  We recommend you complete the bid form 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, or collusion among bidders.

  This notice includes a copy of the bid form.

- **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 called stipulations. The parcel description includes any stipulations that apply to that parcel. 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 including Endangered Species Act, as amended, 16 U.S.C. 1531 *et seq*.

  Each parcel included in this lease sale will be subject to the attached Endangered Species Act Section 7 Consultation Stipulation and 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 2-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. Describe the lands in your offer as specified in our regulations at 43 CFR 3110.5; and

- Your payment for the total of the $____ 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.

You may put the above items in the drop box in the _____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 1-year period, or
- Have not been included in a competitive lease sale within the previous 2-year period.

If we do not receive a bid for the parcel that contains the lands in your offer, your presale offer 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 (DATE).

How can I find out the results of this sale?

We will post the sale results in the _____State Office Information Access Center. You can buy a printed copy of the results list the _____State Office Information Access Center. The list will also be available at our public internet site: http://www.blm.gov/_____.

May I protest the 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 protests must meet the following requirements:

- We must receive a protest within 30 calendar days of the posting date of the sale. If our office is not open on the 30th day after the posting, a protest received on the next day our office is open to the public will be considered timely filed. 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 (NUMBER). We will dismiss a protest sent to a fax number other than the fax number identified or a protest filed by electronic mail.

- 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.
- A protest must include the name and address of the protesting party.

If the 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(s) or proceed with offering the parcel at the sale. If the protest is resolved prior to the sale, we will provide copies of our decision at the sale.

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

We will make every effort to decide the protest prior to the sale, but no later than 60 days after the sale. We will not issue a 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 the BLM upholds the protest, how does that affect my competitive bid?

If we uphold a protest and withdraw the parcel from leasing, we will reject your bid, 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. 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 the BLM's 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.

May I appeal the 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 (Name) at (Number).

Authorized Officer

Illustration 8
(II.B.13)

Notification of Surface Owner for Split Estate Courtesy Notice

Dear Surface Owner:

It is our understanding that you are the surface owner of all or a portion of the land included in parcel no. (PARCEL NO.) in our competitive oil and gas lease sale scheduled for (DATE). The Bureau of Land Management (BLM) is offering this parcel in response to an Expression of Interest received by the BLM. The lease sale notice describes any special stipulations that we would attach to the lease if the parcel is sold at auction. You can find a copy of the lease sale notice and documentation of the BLM's environmental review online at (LINK TO WEBSITE).

The BLM will post the sale results on its Web site (LINK TO WEBSITE), including the name of the successful bidders. The Web site also has information on oil and gas leasing, regulations, and Best Management Practices that you may find helpful.

If the BLM issues a lease, the lessee will have the right to explore for and develop the federally owned oil and gas. This could result in surface-disturbing activities on your land. These activities are highly regulated by the BLM, regardless of surface ownership. Please understand that not all leases are explored or developed, in which case there would likely be no surface disturbance to your land. However, where the lessee intends to exercise his or her lease rights, the BLM requires oil and gas operators to make a good faith effort to contact you prior to entering your lands to conduct surveying and staking activities and reach an agreement with you regarding surface use.

The BLM will conduct an onsite meeting with the operator when considering any application for drilling and will invite you, as the surface owner, to participate. Further, the BLM has developed a brochure, *Split Estate: Rights, Responsibilities, and Opportunities*, that outlines the roles and responsibilities of the BLM, the lessee or operator, and the surface owner regarding proposed oil and gas operations in split estate situations. You can find a copy of the brochure and other information about oil and gas leasing and development and split estate lands on our web page at http://www.blm.gov/wo/st/en/prog/energy/oil_and_gas/best_management_practices/split_estate.html.

If you have any questions, please contact (NAME), (TITLE) at (PHONE NUMBER) or (EMAIL ADDRESS).

Sincerely,

Illustration 9, Page 1
(II.C.4)

Competitive Oil and Gas or Geothermal Resources Lease Bid Form (Form 3000-2)

Form 3000-2
(July 2012)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

COMPETITIVE OIL AND GAS OR GEOTHERMAL RESOURCES LEASE BID

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

State

Date of Sale

PARCEL NUMBER	AMOUNT OF BID *(see instructions below)*	
	TOTAL BID	PAYMENT SUBMITTED WITH BID
THE BID IS FOR *(check one)*: ☐ Oil and Gas Serial/Parcel No. _____		
☐ Geothermal Serial/Parcel No. _____		

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 3203.17. *(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 Code)

INSTRUCTIONS

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

1. Separate bid form for each lease/parcel is required. Identify by the serial/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: (1) for oil and gas leases in 43 CFR 3103.1-1; and (2) for geothermal resources leases in 43 CFR 3203.17. The remainder of the bonus bid, if any, must be submitted to the proper Bureau of Land Management (BLM) office within 10 working days for oil and gas, and 15 working days for geothermal, after the last day of the oral auction. **Failure to submit the remainder of the bonus bond within the statutory timeframe (or regulatory) will result in rejection or revocation, as appropriate, 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 FOR NPR-A OIL AND GAS BID

1. Separate bid form 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 amount of the bid. The remittance must be in the form specified in 43 CFR 3132.2 for a NPR-A lease bid.
3. Mark the envelope "Bid for NPR-A Lease". 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 the 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 43 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)

Competitive Oil and Gas or Geothermal Resources Lease Bid Form (Form 3000-2)

QUALIFICATIONS

For leases that may be issued as a result of this sale under the Mineral Leasing Act (The Act) of 1920, as amended, the oral bidder must: (1) Be a citizen of the United States; an association *(including partnerships and trusts)* of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or Territory thereof; (2) Be in compliance with the acreage limitation requirements wherein the bidder's interests, direct and indirect, in oil and gas leases in the State identified do not exceed 246,080 acres each in public domain or acquired lands including acreage covered by this bid, of which not more than 200,000 acres are under options. If this bid is submitted for lands in Alaska, the bidder's holdings in each of the Alaska leasing districts do not exceed 300,000 acres, of which no more than 200,000 acres are under options in each district; (3) Be in compliance with Federal coal lease holdings as provided in sec. 2(a)2(A) of the Act; (4) Be in compliance with reclamation requirements for all Federal oil and gas holdings as required by sec. 17 of the Act; (5) Not be in violation of sec. 41 of the Act; and (6) Certify that all parties in this bid are in compliance with 43 CFR Groups 3000 and 3100 and the leasing authority cited herein.

For leases that may be issued as a result of this sale under the Geothermal Steam Act of 1970, as amended, the bidder must: (1) Be a citizen of the United States who is at least 18 years of age; an association of such citizens; a municipality; a corporation organized under the laws of the United States or of any State or Territory thereof; or a domestic governmental unit; and (2) Be in compliance with the acreage limitation requirements wherein the bidder's interests, direct and indirect, do not exceed 51,200 acres, and (3) Certify that all parties in this bid are in compliance with 43 CFR Group 3200 and the leasing authority cited herein.

For leases that may be issued as a result of this sale under the Department of the Interior Appropriations Act of 1981, the bidder must: (1) Be a citizen or national of the United States; an alien lawfully admitted for permanent residence; a private, public or municipal corporation organized under the laws of the United States or of any State or Territory thereof; an association of such citizens, nationals, resident aliens or private, public or municipal corporations; and (2) Certify that all parties in interest in this bid are in compliance with 43 CFR Part 3130 and the leasing authority cited herein.

NOTICES

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this bid for a Competitive Oil and Gas or Geothermal Resource Lease.

AUTHORITY: 30 U.S.C. 181 et seq.; 30 U.S.C. 351-359; 30 U.S.C. 1001-1025; 42 U.S.C. 6508

PRINCIPAL PURPOSE: The information is to be used to process your bid.

ROUTINE USES: (1) The adjudication of the bidder's rights to the resources for which this bid is made. (2) Documentation for public information. (3) Transfer to appropriate Federal agencies when comment or concurrence is required prior to granting a right in public lands or resources. (4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION: Disclosure of the information is voluntary. If all the information is not provided, your bid may be rejected.

(Form 3000-2, page 2)

Illustration 10
(II.C.4)

Example of Bidder Registration Form

BIDDER REGISTRATION FORM
Competitive Oil and Gas Lease Sale

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

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

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

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

It is a crime under 30 U.S.C. 195 (a) and (b) to organize or participate in any scheme to defeat provisions of the mineral leasing regulations or for any person to obtain money or property by means of false statements regarding a person's ability to obtain a lease. Any person who knowingly violates this provision will 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: _____

Illustration 11, Page 1
(II.C.4)

Offer to Lease and Lease for Oil and Gas (Form 3100-11)

Form 3100-11
(October 2008)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial Number

OFFER TO LEASE AND LEASE FOR OIL AND GAS

The undersigned (page 2) offers to lease all or any of the lands in Item 2 that are available for lease pursuant to the Mineral Leasing Act of 1920, as amended and supplemented (30 U.S.C. 181 et seq.), the Mineral Leasing Act for Acquired Lands of 1947, as amended (30 U.S.C. 351-359), or _____(other).

READ INSTRUCTIONS BEFORE COMPLETING

1. Name
   Street
   City, State, Zip Code

2. This application/offer/lease is for: *(Check only One)* ☐ PUBLIC DOMAIN LANDS ☐ ACQUIRED LANDS (percent U.S. interest _____)
   Surface managing agency if other than Bureau of Land Management: _____Unit/Project _____
   Legal description of land requested: *Parcel No.:_____ *Sale Date (mm/dd/yyyy): _____
   ***See Item 2 In Instructions below prior to completing Parcel Number and Sale Date.**

T.	R.	Meridian	State	County

Total acres applied for _____
Amount remitted: Filing fee $_____ Rental fee $ _____ Total $ _____

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T.	R.	Meridian	State	County

Total acres in lease _____
Rental retained $_____ ___

This lease is issued granting the exclusive right to drill for, mine, extract, remove and dispose of all the oil and gas *(except helium)* in the lands described in Item 3 together with the right to build and maintain necessary improvements thereupon for the term indicated below, subject to renewal or extension in accordance with the appropriate leasing authority. Rights granted are subject to applicable laws, the terms, conditions, and attached stipulations of this lease, the Secretary of the Interior's regulations and formal orders in effect as of lease issuance, and to regulations and formal orders hereafter promulgated when not inconsistent with lease rights granted or specific provisions of this lease.

NOTE: This lease is issued to the high bidder pursuant to his/her duly executed bid or nomination form submitted under 43 CFR 3120 and is subject to the provisions of that bid or nomination and those specified on this form.

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

☐ Competitive lease (ten years)

☐ Other _____

THE UNITED STATES OF AMERICA

by _____
(BLM)

_____
(Title) (Date)

EFFECTIVE DATE OF LEASE _____

(Continued on page 2)

Offer to Lease and Lease for Oil and Gas (Form 3100-11)

4. (a) Undersigned certifies that (1) offeror is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or Territory thereof; (2) all parties holding an interest in the offer are in compliance with 43 CFR 3100 and the leasing authorities; (3) offeror's chargeable interests direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, (4) offeror is not considered a minor under the laws of the State in which the lands covered by this offer are located; (5) offeror is in compliance with qualifications concerning Federal coal lease holdings provided in sec. 2(a)(2)(A) of the Mineral Leasing Act; (6) offeror is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (7) offeror is not in violation of sec. 41 of the Act. (b) Undersigned agrees that signature to this offer constitutes acceptance of this lease, including all terms, conditions, and stipulations of which offeror has been given notice, and any amendment or separate lease that may include any land described in this offer open to leasing at the time this offer was filed but omitted for any reason from this lease. The offeror further agrees that this offer cannot be withdrawn, either in whole or in part; unless the withdrawal is received by the proper BLM State Office before this lease, an amendment to this lease, or a separate lease, whichever covers the land described in the withdrawal, has been signed on behalf of the United States.

This offer will be rejected and will afford offeror no priority if it is not properly completed and executed in accordance with the regulations, or if it is not accompanied by the required payments.

Duly executed this _____ day of _____, 20_____ _____
(Signature of Lessee or Attorney-in-fact)

---

18 U.S.C. Sec. 1001 and Title 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.

LEASE TERMS

Sec. 1. Rentals-Rentals must be paid to proper office of lessor in advance of each lease year. Annual rental rates per acre or fraction thereof are:

(a) Noncompetitive lease, $1.50 for the first 5 years; thereafter $2.00;

(b) Competitive lease, $1.50; for the first 5 years; thereafter $2.00;

(c) Other, see attachment, or

as specified in regulations at the time this lease is issued

If this lease or a portion thereof is committed to an approved cooperative or unit plan which includes a well capable of producing leased resources, and the plan contains a provision for allocation of production, royalties must be paid on the production allocated to this lease. However, annual rentals must continue to be due at the rate specified in (a), (b), or (c) rentals for those lands not within a participating area.

Failure to pay annual rental, if due, on or before the anniversary date of this lease (or next official working day if office is closed) must automatically terminate this lease by operation of law. Rentals may be waived, reduced, or suspended by the Secretary upon a sufficient showing by lessee.

Sec. 2. Royaltie--Royalties must be paid to proper office of lessor. Royalties must be computed in accordance with regulations on production removed or sold. Royalty rates are:

(a) Noncompetitive lease, 12½ %;

(b) Competitive lease, 12½%;

(c) Other, see attachment; or

as specified in regulations at the time this lease is issued.

Lessor reserves the right to specify whether royalty is to be paid in value or in kind, and the right to establish reasonable minimum values on products after giving lessee notice and an opportunity to be heard. When paid in value, royalties must be due and payable on the last day of the month following the month in which production occurred. When paid in kind, production must be delivered, unless otherwise agreed to by lessor, in merchantable condition on the premises where produced without cost to lessor. Lessee must not be required to hold such production in storage beyond the last day of the month following the month in which production occurred, nor must lessee be held liable for loss or destruction of royalty oil or other products in storage from causes beyond the reasonable control of lessee.

Minimum royalty in lieu of rental of not less than the rental which otherwise would be required for that lease year must be payable at the end of each lease year beginning on or after a discovery in paying quantities. This minimum royalty may be waived, suspended, or reduced, and the above royalty rates may be reduced, for all or portions of this lease if the Secretary determines that such action is necessary to encourage the greatest ultimate recovery of the leased resources, or is otherwise justified.

An interest charge will be assessed on late royalty payments or underpayments in accordance with the Federal Oil and Gas Royalty Management Act of 1982 (FOGRMA) (30 U.S.C. 1701). Lessee must be liable for royalty payments on oil and gas lost or wasted from a lease site when such loss or waste is due to negligence on the part of the operator, or due to the failure to comply with any rule, regulation, order, or citation issued under FOGRMA or the leasing authority.

(Continued on page 3)

Offer to Lease and Lease for Oil and Gas (Form 3100-11)

Sec. 3. Bonds-A bond must be filed and maintained for lease operations as required under regulations.

Sec. 4. Diligence, rate of development, unitization, and drainage-Lessee must exercise reasonable diligence in developing and producing, and must prevent unnecessary damage to, loss of, or waste of leased resources. Lessor reserves right to specify rates of development and production in the public interest and to require lessee to subscribe to a cooperative or unit plan, within 30 days of notice, if deemed necessary for proper development and operation of area, field, or pool embracing these leased lands. Lessee must drill and produce wells necessary to protect leased lands from drainage or pay compensatory royalty for drainage in amount determined by lessor.

Sec. 5. Documents, evidence, and inspection-Lessee must file with proper office of lessor, not later than 30 days after effective date thereof, any contract or evidence of other arrangement for sale or disposal of production. At such times and in such form as lessor may prescribe, lessee must furnish detailed statements showing amounts and quality of all products removed and sold, proceeds therefrom, and amount used for production purposes or unavoidably lost. Lessee may be required to provide plats and schematic diagrams showing development work and improvements, and reports with respect to parties in interest, expenditures, and depreciation costs. In the form prescribed by lessor, lessee must keep a daily drilling record, a log, information on well surveys and tests, and a record of subsurface investigations and furnish copies to lessor when required. Lessee must keep open at all reasonable times for inspection by any authorized officer of lessor, the leased premises and all wells, improvements, machinery, and fixtures thereon, and all books, accounts, maps, and records relative to operations, surveys, or investigations on or in the leased lands. Lessee must maintain copies of all contracts, sales agreements, accounting records, and documentation such as billings, invoices, or similar documentation that supports costs claimed as manufacturing, preparation, and/or transportation costs. All such records must be maintained in lessee's accounting offices for future audit by lessor. Lessee must maintain required records for 6 years after they are generated or, if an audit or investigation is underway, until released of the obligation to maintain such records by lessor.

During existence of this lease, information obtained under this section will be closed to inspection by the public in accordance with the Freedom of Information Act (5 U.S.C. 552).

Sec. 6. Conduct of operations-Lessee must conduct operations in a manner that minimizes adverse impacts to the land, air, and water, to cultural, biological, visual, and other resources, and to other land uses or users. Lessee must take reasonable measures deemed necessary by lessor to accomplish the intent of this section. To the extent consistent with lease rights granted, such measures may include, but are not limited to, modification to siting or design of facilities, timing of operations, and specification of interim and final reclamation measures. Lessor reserves the right to continue existing uses and to authorize future uses upon or in the leased lands, including the approval of easements or rights-of-way. Such uses must be conditioned so as to prevent unnecessary or unreasonable interference with rights of lessee.

Prior to disturbing the surface of the leased lands, lessee must contact lessor to be apprised of procedures to be followed and modifications or reclamation measures that may be necessary. Areas to be disturbed may require inventories or special studies to determine the extent of impacts to other resources. Lessee may be required to complete minor inventories or short term special studies under guidelines provided by lessor. If in the conduct of operations, threatened or endangered species, objects of historic or scientific interest, or substantial unanticipated environmental effects are observed, lessee must immediately contact lessor. Lessee must cease any operations that would result in the destruction of such species or objects.

Sec. 7. Mining operations-To the extent that impacts from mining operations would be substantially different or greater than those associated with normal drilling operations, lessor reserves the right so deny approval of such operations.

Sec. 8. Extraction of helium-Lessor reserves the option of extracting or having extracted helium from gas production in a manner specified and by means provided by lessor at no expense or loss to lessee or owner of the gas. Lessee must include in any contract of sale of gas the provisions of this section.

Sec. 9. Damages to property-Lessee must pay lessor for damage to lessor's improvements, and must save and bold lessor harmless from all claims for damage or harm to persons or property as a result of lease operations.

Sec. 10. Protection of diverse interests and equal opportunity-Lessee must: pay when due all taxes legally assessed and levied under laws of the State or the United States; accord all employees complete freedom of purchase; pay all wages at least twice each month in lawful money of the United States; maintain a safe working environment in accordance with standard industry practices; and take measures necessary to protect the health and safety of the public.

Lessor reserves the right to ensure that production is sold as reasonable prices and to prevent monopoly. If lessee operates a pipeline, or owns controlling interest in a pipeline or a company operating a pipeline, which may be operated accessible to oil derived from these leased lands, lessee must comply with section 28 of the Mineral Leasing Act of 1920.

Lessee must comply with Executive Order No. 11246 of September 24, 1965, as amended, and regulations and relevant orders of the Secretary of Labor issued pursuant thereto. Neither lessee nor lessee's subcontractors must maintain segregated facilities.

Sec. 11 Transfer of lease interests and relinquishment of lease-As required by regulations, lessee must file with lessor any assignment or other transfer of an interest in this lease. Lessee may relinquish this lease or any legal subdivision by filing in the proper office a written relinquishment, which will be effective as of the date of filing, subject to the continued obligation of the lessee and surety to pay all accrued rentals and royalties.

Sec. 12. Delivery of premises-At such time as all or portions of this lease are returned to lessor, lessee must place affected wells in condition for suspension or abandonment, reclaim the land as specified by lessor and, within a reasonable period of time, remove equipment and improvements not deemed necessary by lessor for preservation of producible wells.

Sec. 13. Proceedings in case of default-If lessee fails to comply with any provisions of this lease, and the noncompliance continues for 30 days after written notice thereof, this lease must be subject so cancellation unless or until the leasehold contains a well capable of production of oil or gas in paying quantities, or the lease is committed to an approved cooperative or unit plan or communitization agreement which contains a well capable of production of unitized substances in paying quantities. This provision will not be construed to prevent the exercise by lessor of any other legal and equitable remedy, including waiver of the default. Any such remedy or waiver will not prevent later cancellation for the same default occurring at any other time. Lessee will be subject to applicable previsions and penalties of FOGRMA (30 U.S.C. 1701).

Sec. 14. Heirs and successors-in-interest—Each obligation of this lease will extend to and be binding upon, and every benefit hereof will inure to the heirs, executors, administrators, successors, beneficiaries, or assignees of the respective parties hereto.

(Continued on page 4)

Offer to Lease and Lease for Oil and Gas (Form 3100-11)

A. General:

1. Page 1 of this form is to be completed only by parties filing for a noncompetitive lease. The BLM will complete page 1 of the form for all other types of leases.

2. Entries must be typed or printed plainly in ink. Offeror must sign item 4 in ink.

3. An original and two copies of this offer must be prepared and filed in the proper BLM State Office. See regulation at 43 CFR 1821.2-1 for office locations.

4. If more space is needed additional sheets must be attached to each copy of the form submitted.

B. Special:

Item 1 – Enter offeror's name and billing address.

Item 2 – Identify the mineral status and, if acquired lands, percentage of Federal ownership of applied for minerals. Indicate the agency controlling the surface of the land and the name of the unit or project which the land is a part. The same offer may not include both Public Domain and Acquired lands. Offer also may provide other information that will assist in establishing title for minerals. The description of land must conform to 43 CFR 3110. A single parcel number and Sale Date will be the only acceptable description during the period from the first day following the end of a competitive process until the end of that same month, using the parcel number on the List of Lands Available for Competitive Nominations or the Notice of Competitive Lease Sale, whichever is appropriate.

Payments: The amount remitted must include the filing fee and the first year's rental at the rate of $1.50 per acre or fraction thereof. The full rental based on the total acreage applied for must accompany an offer even if the mineral interest of the United States is less than 100 percent. The filing fee will be retained as a service charge even if the offer is completely rejected or withdrawn. To protect priority, it is important that the rental submitted be sufficient to cover all the land requested. If the land requested includes lots or irregular quarter-quarter sections, the exact area of which is not known to the offeror, rental should be submitted on the basis of each such or lot or quarter-quarter section containing 40 acres. If the offer is withdrawn or rejected in whole or in part before a lease issues, the rental remitted for the parts withdrawn or rejected in whole or in part before a lease issues, the rental remitted for the parts withdrawn or rejected will be returned.

Item 3 – This space will be completed by the United States.

NOTICES

The Privacy Act of 1974 and the regulations in 43 CFR 2.48(d) provide that you be furnished with the following information in connection with information required by this oil and gas lease offer.

AUTHORITY: 30 U.S.C. 181 et seq.; 30 U.S.C. 351-359.

PRINCIPAL PURPOSE: The information is to be used to process oil and gas offers and leases.

ROUTINE USES: (1) The adjudication of the lessee's rights to the land or resources. (2) Documentation for public information in support of notations made on land status records for the management, disposal and use of public lands and resources. (3) Transfer to appropriate Federal agencies when consent or concurrence is required prior to granting a right in public lands or resources. (4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION: If all the information is not provided, the offer may be rejected. See regulations at 43 CFR 3100.

(Form 3100-11, page 4)

Illustration 12
(II.C.21)

Format for Serial Register Page/Case Abstract for Entering Competitive Parcel Receiving Bid into LR2000 Case Recordation

BUREAU OF LAND MANAGEMENT
CASE RECORDATION
(LIVE) SERIAL REGISTER PAGE

Run Date/Time: 04/17/12 11:40 AM

Page 1 of 1

01 12-22-1987;101STAT1330;30USC181 ET SEQ
Case Type 312021: O&G LSE COMP PD -1987
Commodity 459: OIL & GAS L
Case Disposition: PENDING Case File Juris:

Total Acres 956.950

Serial Number UTU--- - 087898

Serial Number: UTU--- - 087898

Name & Address			Int Rel	%Interest
RALEIGH TRENT A	1040 S 900 E	SALT LAKE CITY UT 841051322	LESSEE	100.000000000

Serial Number: UTU--- - 087898

Mer Twp Rng	Sec	SType	Nr Suff	Subdivision	District/Resource Area	County	Mgmt Agency
26 0170S 0050W	006	LOTS		6-9;	FILLMORE FIELD OFFICE	MILLARD	BUREAU OF LAND MGMT
26 0170S 0050W	007	LOTS		1-10;	FILLMORE FIELD OFFICE	MILLARD	BUREAU OF LAND MGMT
26 0170S 0050W	018	LOTS		1-10;	FILLMORE FIELD OFFICE	MILLARD	BUREAU OF LAND MGMT

Serial Number: UTU--- - 087898

Act Date	Code	Action	Action Remarks	Pending Office
04/09/2010	387	CASE ESTABLISHED	#026	
05/18/2010	191	SALE HELD		
05/18/2010	267	BID RECEIVED	$425000;	

Line Nr	Remarks	Serial Number: UTU--- - 087898

Illustration 13
(II.C.22)

Example of Competitive Oil and Gas Lease Sale Results

Bureau of Land Management
Nevada State Office
March 13, 2012 *Sale Results*

SERIAL #	PAR	NAME	ADDRESS	CITY	ST	ZIP	BID/ACRE	ACRES	TOTAL BONUS
NVN090931	1	KIRKWOOD OIL & GAS, LLC	PO BOX 2850	CASPER	WY	82602	$18.00	1280	$23,040.00
NVN090932	3	BRECK ENERGY NEVADA	717 17TH ST STE 1400	DENVER	CO	802023303	$47.00	1923.52	$90,428.00
NVN090933	11	KIRKWOOD OIL & GAS, LLC	PO BOX 2850	CASPER	WY	82602	$26.00	1920	$49,920.00
NVN090934	12	BRECK ENERGY NEVADA	717 17TH ST STE 1400	DENVER	CO	802023303	$46.00	440	$20,240.00
NVN090935	13	LUMEN EXPLORATION CORP	2525 MCKINNEY AVE #B	DALLAS	TX	75201	$4.00	1950.48	$7,804.00
NVN090936	14	LUMEN EXPLORATION CORP	2525 MCKINNEY AVE #B	DALLAS	TX	75201	$6.00	2548.96	$15,294.00
NVN090937	17	LUMEN EXPLORATION CORP	2525 MCKINNEY AVE #B	DALLAS	TX	75201	$5.00	2284.93	$11,425.00
NVN090938	20	LONEWOLF EXPLRN & PRODN CO	PO BOX 80992	BILLINGS	MT	591080992	$42.00	2456.76	$103,194.00
NVN090939	21	LUMEN EXPLORATION CORP	2525 MCKINNEY AVE #B	DALLAS	TX	75201	$5.00	1975.04	$9,880.00
NVN090940	23	LUMEN EXPLORATION CORP	2525 MCKINNEY AVE #B	DALLAS	TX	75201	$5.00	1999.12	$10,000.00
NVN090941	24	LONEWOLF EXPLRN & PRODN CO	PO BOX 80992	BILLINGS	MT	591080992	$28.00	1920.11	$53,788.00
NVN090942	25	LONEWOLF EXPLRN & PRODN CO	PO BOX 80992	BILLINGS	MT	591080992	$30.00	1838.73	$55,170.00
NVN090943	29	LONEWOLF EXPLRN & PRODN CO	PO BOX 80992	BILLINGS	MT	591080992	$64.00	1059.36	$67,840.00
NVN090944	31	LUMEN EXPLORATION CORP	2525 MCKINNEY AVE #B	DALLAS	TX	75201	$2.00	966.08	$1,934.00
NVN090945	34	LONEWOLF EXPLRN & PRODN CO	PO BOX 80992	BILLINGS	MT	591080992	$32.00	2520.71	$80,672.00
NVN090946	37	LONEWOLF EXPLRN & PRODN CO	PO BOX 80992	BILLINGS	MT	591080992	$26.00	1873.68	$48,724.00
NVN090947	39	LONEWOLF EXPLRN & PRODN CO	PO BOX 80992	BILLINGS	MT	591080992	$43.00	960	$41,280.00
NVN090948	42	LONEWOLF EXPLRN & PRODN CO	PO BOX 80992	BILLINGS	MT	591080992	$82.00	1080	$88,560.00
NVN090949	43	LONEWOLF EXPLRN & PRODN CO	PO BOX 80992	BILLINGS	MT	591080992	$50.00	1113.39	$55,700.00
NVN090950	44	LONEWOLF EXPLRN & PRODN CO	PO BOX 80992	BILLINGS	MT	591080992	$91.00	2174.08	$197,925.00
NVN090951	45	LONEWOLF EXPLRN & PRODN CO	PO BOX 80992	BILLINGS	MT	591080992	$28.00	480	$13,440.00
NVN090952	46	LONEWOLF EXPLRN & PRODN CO	PO BOX 80992	BILLINGS	MT	591080992	$6.00	240	$1,440.00
NVN090953	48	LONEWOLF EXPLRN & PRODN CO	PO BOX 80992	BILLINGS	MT	591080992	$51.00	1560	$79,560.00
NVN090954	49	LONEWOLF EXPLRN & PRODN CO	PO BOX 80992	BILLINGS	MT	591080992	$89.00	2440	$217,160.00
NVN090955	51	LONEWOLF EXPLRN & PRODN CO	PO BOX 80992	BILLINGS	MT	591080992	$16.00	310	$4,960.00
NVN090956	52	LUMEN EXPLORATION CORP	2525 MCKINNEY AVE #B	DALLAS	TX	75201	$5.00	956.48	$4,785.00
NVN090957	53	LUMEN EXPLORATION CORP	2525 MCKINNEY AVE #B	DALLAS	TX	75201	$9.00	1833.44	$16,506.00

Illustration 14
(II.E.1)

Example of Competitive Oil and Gas Lease Sale Receipt

BIDDER MONEY REPORT BY PARCEL

XTO ENERGY INC
810 HOUSTON ST #2000
FORT WORTH TX 761026298

SERIAL NO.	PA CEL.	BID DE NO.	ACRES	BONUS BID PER ACRE	TOTAL BONUS BID	MINIMUM BONUS DUE	FEE	RENT	MINIMUM DUE	MIN ALL PAID	TOTAL DUE	TOTAL PAID	TOTAL BALANCE DUE
UTU88624	017	5	320.000	6,500.00	2,080,000.00	640.00	150.000	480.000	1,270.00	M	2,080,630.00	1,270.00	2,079,360.00
UTU88625	018	5	360.000	7,300.00	2,628,000.00	720.00	150.000	540.000	1,410.00	M	2,628,690.00	1,410.00	2,627,280.00
UTU88626	019	5	1,751.200	10,600.00	18,571,200.00	3,504.00	150.000	2,628.00	6,282.00	M	18,573,978.00	6,282.00	18,567,696.00
UTU88629	022	5	1,551.200	10,000.00	15,520,000.00	3,104.00	150.000	2,328.00	5,582.00	M	15,522,478.00	5,582.00	15,516,896.00
Total			3,982.400		$38,799,200.00	$7,968.00	$600.00	$5,976.00	$14,544.00		$38,805,776.00	$14,544.00	$38,791,232.00

Tuesday, December 20, 2011

Balance Due Date November 30, 2011
Page 1 of 1

Format for Summary Lease Sale Results for Washington Office Report

(Name) STATE OFFICE
Oil and Gas Competitive Lease Sale Results Summary
(Date)

1. TOTAL NUMBER OF PARCELS OFFERED:
2. TOTAL NUMBER OF ACRES OFFERED:
3. TOTAL NUMBER OF PARCELS RECEIVING BIDS:
4. TOTAL NUMBER OF ACRES RECEIVING BIDS:
5. TOTAL SUM OF HIGH BIDS:
6. HIGH BID PER PARCEL:
7. HIGH BID PER ACRE:
8. TOTAL RECEIPTS:
9. WERE THERE ANY DISRUPTIONS OR UNUSUAL EVENTS DURING THE SALE? DESCRIBED THE EVENT.
10. TOTAL NUMBER OF PARCELS PROTESTED:
11. TOTAL NUMBER OF PROTESTS RECEIVED ON THE SALE:
12. TOTAL NUMBER OF ACRES PROTESTED:
13. TOTAL NUMBER OF PROTESTED PARCELS PROTESTED OFFERED:
14. TOTAL NUMBER OF PARCELS WITHDRAWN AS A RESULT OF PROTESTS:
15. TOTAL NUMBER OF PARCELS WITHDRAWN FOR OTHER REASONS:
16. TOTAL NUMBER OF ACRES DEFERRED FROM THE PRELIMINARY LIST FOR SAGE GROUSE:
17. ALL MONIES DUE WERE RECEIVED?

(If “NO,” submit information for all non-paying bidders on the most recent “Ineligible Bidders” spreadsheet and send it to the Washington Office Division of Fluid Minerals (WO-310).

Format for Summary Lease Sale Results for Public Affairs

November 15, 2011 Competitive Statistics

Parcels Offered		13
Parcels Sold		11
% Parcels Sold		84.62%
Acres Offered		9,605.960
Acres Sold		8,271.150
% Acres Sold		86.10%
Average Bid/Acre		
For Acres Offered		$5,145.32
For Acres Sold		$5,975.68
Average Bid/Parcel		
For Parcels Offered		$3,801,983.0
For Parcels Sold		$4,493,252.6
Highest Bid/Acre		$12,100.00
Parcel with High Bid/Acre		20
Highest Bid/Parcel		$18,571,200.00
Parcel with High Total Bid		19
Total Bonus Bid		$49,425,779.00
Total Rental Due		$12,414.00
Total Admin. Fees Due		$1,650.00
Total Receipts Due		$49,439,843.00
Highest Bid/Acre	***Parcel*** 20	BILL BARRETT CORP 1099 18TH ST # 2300 DENVER, CO 80202
Highest Bid/Parcel	***Parcel*** 19	XTO ENERGY INC 810 HOUSTON ST #2000 FORT WORTH, TX 76102-6298

Format for Decision Requiring Evidence of Joining a Unit/CA

United States Department of the Interior
BUREAU OF LAND MANAGEMENT
Office
http://www.blm.gov

In Reply Refer To:
3120 (Office Code)
Serial No.

CERTIFIED MAIL – Return Receipt Requested

DECISION

	:	Competitive Oil and Gas
Bidder / Address	:	(Serial No.)
	:	

Agreement Joinder Evidence Required

The subject oil and gas offer to lease is within the __(Name)_____ Unit Agreement (communitization agreement). The Bureau of Land Management approved the agreement effective ____Date)_____. The Unit/CA operator is ___(Name)_____, _____(Address). The lands in the lease are described as follows:

T. _____ S., R. _____ E., __M, _____
Sec. __: _____.
_____ County
_____Acres

In accordance with the regulations in 43 CFR 3101.3-1, you must file either:

(1) Evidence of having entered into an agreement with the unit (CA) operator for the development and operation of the subject lands under the terms and provisions of the approved unit agreement (communitization agreement), or

(2) A letter from the unit operator stating that he/she has no objections to lease issuance without joinder agreement. If such statement is acceptable to the Bureau of Land Management, you may receive permission to operate independently with the requirement that such operations conform to the terms and provisions of the unit agreement.

NOTE: The paragraph (2) is not applicable for a parcel within the boundaries of a CA. Unlike Federal units, lessees cannot operate independently in a Federal CA.

Format for Decision Requiring Evidence of Joining a Unit/CA

You should immediately contact the Unit (CA) Operator. In order to join the unit (CA), the operator will give you instructions about executing copies of the joinder agreement, or he/she will furnish you the permission to operate the lease independently of the unit agreement. You must furnish five duplicate originally signed copies of the joinder agreement to: __(Office Address).

When you file the evidence with the above office, you must file a copy of the transmittal letter in this office. You must file the operator's permission to operate independently of the unit agreement in this office.

The Bureau of Land Management allows you 30 days from receipt of this decision in which to provide this further evidence. If more time is required, you must request an extension of time in which to comply. If not submitted within the time allowed, we may reject your bid.

Authorized Officer

cc: Operator

Distribution:
BLM Field Office Operations

Illustration 17
(II.D.10b)

Format for Request to Field Office Operations for Unit Joinder Information

United States Department of the Interior
BUREAU OF LAND MANAGEMENT
Office
http://www.blm.gov

In Reply Refer To:
3120 (Office Code)
Serial No.

Memorandum

To: Fluid Minerals Field Office Operations

From: State Director, (Fluid Minerals Adjudication Code)

Subject: Lease Issuance, (Serial Number)

Attached are two copies of a letter received from (Name), operator of the (Name) Unit (No.).

Please advise us if you have any objection to issuance of the above-referenced lease without the bidder executing joinder to the subject unit.

Also, attached is a copy of the lease form showing the lands involved in this competitive parcel.

Enclosures

Distribution:

Illustration 18
(II.E.1)

Example Formats for Competitive Oil and Gas Lease Worksheets (Optional)

COMPETITIVE OIL AND GAS LEASE WORKSHEET

Serial No. _____

Sale Date: _____ Parcel: _____

Bid Form 3000-2 Signed _____
Rental Amount Sufficient _____
Bonus: All or $2/Acre _____
Administrative Fee _____

Name and Address of Lessee:

Surface Owner Name and Address: Date of Notification: _____

Description: _____Public Domain _____ Acquired _____% U.S. Interest

_____County

_____ State

_____Acres

_____Rental

Surface Management Agency: _____Field Office

Stipulations: (Compare with sale note)

Bonding Required? _____

Unit Joinder Required? _____ If yes, Unit Name _____

Communitization Agreement Joinder Required? _____ Communitization No. _____

Total Bid: $_____

First Year's Rental $_____

Administrative Fee: $_____ _____ Examiner

_____ Date

Illustration 19
(II.E.3.a)

Format for Notice Requesting Bidder Signature on a
Revised or Changed Stipulation

United States Department of the Interior
BUREAU OF LAND MANAGEMENT
Office
http://www.blm.gov

In Reply Refer To:
3120 (Office Code)
Serial No.

CERTIFIED MAIL – Return Receipt Requested

DECISION

	:	Competitive
Bidder / Address	:	Oil and Gas
	:	(Serial No.)

Additional Requirements
Stipulation(s) Enclosed for Signature

You were the high bidder for the parcel indicated above at our recent competitive oil and gas lease sale.

The Bureau of Land Management offered the captioned parcel, as listed in the Notice of Competitive Lease Sale, without the enclosed stipulation(s). This (These) stipulation(s) is (are) an additional required lease term (additional required lease terms) that we must make part of the lease when issued.

Please sign and return to this office the three (3) copies of the stipulation(s). You have 30 days from receipt of this notice in which to respond. When we receive the signed stipulation(s), we will issue the captioned oil and gas lease and send a copy to you.

In the event of noncompliance with this notice, we will return the bid and refund all monies submitted, including the $____ administrative fee. Accordingly, we will not issue the lease.

Authorized Officer

Enclosure
Stipulation(s) (in triplicate)

Distribution:

Attachment to Lease Form 3100-11

Format for Notice to Lessee Concerning Mineral Leasing Act
Section 2(a)(2)(A)

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 that is not producing coal in commercial quantities from each such lease cannot qualify for the issuance of any other lease granted under the MLA. 43 CFR 3472 explains coal lessee compliance with Section 2(a)(2)(A).

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; (2) the initial lessee as assignor or as transferor is no longer in compliance with Section 2(a)(2)(A); or (3) 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).

The lease case file, as well as in other Bureau of Land Management (BLM) records available through the state office issuing this lease, contains information regarding assignor or transferor compliance with Section 2(a)(2)(A).

Attachment to Lease Form 3100-11

Format for Cultural Resource Protection and
Threatened and Endangered Species Act Stipulations

CULTURAL RESOURCE PROTECTION

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

The lease area may now or hereafter contain plants, animals, or their habitats determined to be threatened, endangered, or other special status species. The 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. The 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. The 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.

Illustration 21
(II.E.18)

Format for Accounting Advice Showing Bonus and Rental Monies Earned

United States Department of the Interior
Bureau of Land Management
Information for Office of Natural Resources Revenue
03/13/2012
ACCOUNTING ADVICE

Subject COMPETITIVE
Applicant ROCKIES STANDARD OIL CO LLC
1411 E 840 N

OREM UT 84097-5486

Accounting Advice Number 330
Accounting Advice Status Complete

Lease Management Data NEW

Serial Number	Lease Product Type	BLM Land Type	State Code	County Code	District Code	Fund Symbol	Proj Code	Acre Unit	Acre Rate	Acre Cost Total
UTU 088828	OE	Public	49	019	UT060	145003		74.800	1.50	$112.50
								0	0	$0.00
								0	0	$0.00
								0	0	$0.00
								0	0	$0.00
								74.800		

Anniv Date	Expire Date	S/C	Auto Esc	Auto Renew	Billee Number
04/01/2012	03/31/2022	A	Yes	No	0
Apply Remittance					

Rental	$112.50
Bonus	$1,275.00
Refund Amount	$0.00
Total Due	$1,387.50

Prepared By: LESLIE WILCKEN
Preparer _____ **Date** _____
Supervisor _____ **Date** _____

CBS Transaction Information

BLM State	Login	Receipt Tran ID	Order Tran ID	Receive Date	Action Description	Item Amount
UT	dmascare	2518845	2596438	02/21/2012	1ST YEAR ADVANCED RENTAL (ONRR)	$112.50
UT	dmascare	2518845	2596438	02/21/2012	BONUS BID	$1,275.00
UT	dmascare	2518845	2596438	04/13/2012	1ST YEAR ADVANCED RENTAL (ONRR)	($112.50)
UT	dmascare	2518845	2596438	04/13/2012	BONUS BID	($1,275.00)

Illustration 22
(II.E.27)

Format for Serial Register Page/Case Abstract Entering Issued Competitive Lease into LR2000 Case Recordation

BUREAU OF LAND MANAGEMENT
CASE RECORDATION
(LIVE) SERIAL REGISTER PAGE

Run Date/Time: 04/17/12 07:14 AM

Page 1 of 1

01 12-22-1987;101STAT1330;30USC181 ET SEQ
Case Type 312021: O&G LSE COMP PD -1987
Commodity 459: OIL & GAS L
Case Disposition: AUTHORIZED Case File Juris:

Total Acres 947.650

Serial Number UTU--- - 088829

Serial Number: UTU--- - 088829

Name & Address			Int Rel	%Interest
TIDEWATER OIL & GAS CO	110 16TH ST STE 405	DENVER CO 802025206	LESSEE	100.000000000

Serial Number: UTU--- - 088829

Mer Twp Rng	Sec	SType	Nr Suff	Subdivision	District/Resource Area	County	Mgmt Agency
26 0210S 0200E	027	ALIQ		S2;	MOAB FIELD OFFICE	GRAND	BUREAU OF LAND MGMT
26 0210S 0200E	028	ALIQ		W2SE,SESE;	MOAB FIELD OFFICE	GRAND	BUREAU OF LAND MGMT
26 0210S 0200E	028	LOTS		9-10;	MOAB FIELD OFFICE	GRAND	BUREAU OF LAND MGMT
26 0210S 0200E	031	ALIQ		NE;	MOAB FIELD OFFICE	GRAND	BUREAU OF LAND MGMT
26 0210S 0200E	033	ALIQ		E2;	MOAB FIELD OFFICE	GRAND	BUREAU OF LAND MGMT

Serial Number: UTU--- - 088829

Act Date	Code	Action	Action Remarks	Pending Office
11/22/2011	387	CASE ESTABLISHED		
02/21/2012	191	SALE HELD		
03/02/2012	267	BID RECEIVED	$29388;	
03/15/2012	237	LEASE ISSUED		
04/01/2012	496	FUND CODE	05;145003	
04/01/2012	530	RLTY RATE - 12 1/2%		
04/01/2012	868	EFFECTIVE DATE		
03/31/2022	763	EXPIRES		

Serial Number: UTU--- - 088829

Line Nr	Remarks
0001	STIPULATIONS
0002	UT-S-01: AIR QUALITY
0003	UT-S-108:TL-30% SLOPES OR GREATER BOOKCLIFFS
0004	UT-S-109:TL-FRAGILE SOILS -MANCOS SHALE
0005	UT-S-224:TL-PRONGHORN FAWNING GROU
0006	UT-S-229:TL-CRUCIAL DEER AND ELK WINTER RANGE
0007	UT-S-272: CSU/TL-BURROWING OWL & FERRUGINOUS HAWK
0008	UT-S-298: KIT FOX
0009	NOTICES
0010	UT-LN-43: RAPTOR HABITAT
0011	UT-LN-45: MIGRATORY BIRDS
0012	UT-LN-49: UTAH SENSITIVE SPECIES
0013	UT-LN-72: PALEONTOLOGICAL RESOURCES
0014	UT-LN-98: LIGHT AND SOUND
0015	UT-LN-99: REGIONAL OZONE FORMATION CONTROLS
0016	T&E-11: CALIFORNIA CONDOR
0017	T&E-19: JONES CYCLADENIA

Format for Decision Correcting Lease Acreage
Due to a Resurvey

United States Department of the Interior
BUREAU OF LAND MANAGEMENT
(NAME) State Office
(ADDRESS)
(CITY, STATE ZIP)
http://www.blm.gov

In Reply Refer To:
3120 (Office Code)

CERTIFIED MAIL – Return Receipt Requested

DECISION

Name of Lessee	:	Oil and Gas Lease
	:	(Number of Lease)
	:	

Lease Description and Acreage Conformed to Resurvey

As a result of a resurvey approved (DATE), the referenced lease description and acreage is described as shown below:

Current Description	New Description
T. , R. . (Meridian)	T. , R. . (Meridian)
Sec. :	Sec. :
Sec. :	Sec. :
(NUMBER) Acres	(NUMBER) Acres

This change in land description and acreage is effective (DATE), the next lease anniversary date. The new rental due at that time will be (AMOUNT). Please change your records accordingly.

You may appeal this decision to the Interior Board of Land Appeals, Office of the Secretary in accordance with the regulations contained in 43 CFR, Part 4. If you decide to appeal, you must file your notice of appeal in this office (at the above address) within 30 days from receipt of this decision. The appellant (you) must show that this decision is in error.

Illustration 23, Page 2
(II.E.27e)

Format for Accounting Advice Correcting Lease Acreage
Due to a Resurvey

RECEIPT AND ACCOUNTING ADVICE

Subject: **LEASE CONFORMED TO RESURVEY** 43

Applicant:

Remitter:

Assignor:

LEASE MANAGEMENT DATA	☐ NEW	☑ UPDATE	☐ PAYMENT

ORIGINAL SERIAL NO.	ASG.	TYPE		ST.	COUNTY	FUND SYMBOL				ACRES/UNITS	E
UTU - 84469				49						2,337.50	

AMOUNT	ANV.	EXP. DATE	BILL CYC.	S/C	DISTRICT	NEXT BILL	MISC.	ACTUAL
$ -	7/1/2009	6/30/2019						
$ -								

ORIGINAL SERIAL NO.	ASG.	TYPE		ST.	CTY.	FUND SYMBOL				ACRES/UNITS	E

AMOUNT	ANV.	EXP. DATE	BILL CYC.	S/C	DISTRICT	NEXT BILL	MISC.	ACTUAL

APPLY REMITTANCE			
ACTION	FUND SYMBOL	CTY.	AMOUNT
FILING FEE			
RENTAL			$ -
			$ -
REFUND			
TOTAL			$ -
AMOUNT DUE			

Lease conformed to resurvey effective July 1, 2012. Acreage changed from 2,279.91 acres to 2,285.20 acres

BY: *Ima Goode* DATE: 5/1/2012

	Lease in Escrow?		Of Interest?
	KGS?		Operating Rights?
	Auto Escalates?		Operator?
	Auto Renew		Bond Files?

FOR MMS USE ONLY

BILLEE NUMBER		FOREST REFUGE
OCS SECTION CODE		

Illustration 24, Page 1
(II.F.1a)

Format for Decision Rejecting Bid for Failure to
Submit Additional Bonus Bid Monies

United States Department of the Interior
BUREAU OF LAND MANAGEMENT
(NAME) State Office
(ADDRESS)
(CITY, STATE ZIP)
http://www.blm.gov

In Reply Refer To:
3120 (Office Code)

CERTIFIED MAIL – Return Receipt Requested

DECISION

	:	Oil and Gas Lease
Bidder Name / Address	:	(Serial Number)
	:	

Competitive Bid Rejected
Bonus Bid and Rental Forfeited

___(Name)____was the high bidder for oil and gas lease_(Serial Number)_(parcel no. ____) at the competitive oil and gas lease sale held in this office on___(Date)_____.

The executed competitive oil and gas lease bid form, we received the minimum bonus bid and first year's rental on the day of the sale. However, we did not receive the remaining bonus bid in the amount of $_____ by close of business on ___(Date)____. In accordance with the regulations at 43 CFR 3101, we reject your bid for _(Serial Number)_, and you forfeit the minimum bonus bid and rental in the amount of $_____ paid the day of the sale for the subject lease.

You may appeal this decision to the Interior Board of Land Appeals, Office of the Secretary in accordance with the regulations contained in 43 CFR, Part 4 and the enclosed Form 1842-1. If you decide to appeal, you must file your notice of appeal in this office (at the above address) within 30 days from receipt of this decision. The appellant (you) must show that this decision is in error.

Format for Decision Rejecting Bid for Failure to
Submit Additional Bonus Bid Monies

If you wish to file a petition for a stay (pursuant to regulation 43 CFR 4.21) (58 FR 4939, January 19, 1993) (to suspend) of the effectiveness of this decision during the time that the Board is reviewing your appeal, the petition for a stay must accompany your notice of appeal. A petition for a stay must show sufficient justification based on the standards listed below. You must submit copies of the notice of appeal and petition for a stay to each party named in this decision, the Interior Board of Land Appeals, and the appropriate Office of the Solicitor (*see* 43 CFR 4.413) at the same time you file the original documents in this office. If you request a stay, you must demonstrate that we should grant a stay pending your appeal.

Standards for Obtaining a Stay

Except as otherwise provided by law or other pertinent regulation, a petition for a stay of a decision pending appeal must show sufficient justification 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 of 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.

Authorized Officer

Enclosure
Form 1842-1

Distribution:
Cashier (with accounting advice)

Illustration 25
(II.F.8)

Format for Accounting Advice Showing Monies
Forfeited Upon Bid Rejection

Form 1370-41
(March 1984)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

RECEIPT AND ACCOUNTING ADVICE

Subject: **MONIES FORFEITED** 30

Applicant: Beartooth Oil & Gas Company
P.O. Box 2564
Billings, MT 59103

Remitter:

Assignor:

LEASE MANAGEMENT DATA	☑ NEW	☐ UPDATE	☐ PAYMENT

ORIGINAL SERIAL NO.	ASG.	TYPE		ST.	COUNTY	FUND SYMBOL				ACRES/UNITS	RATE
MTM - 99999		OE	A	30	043	12		5008.1	256	40.00	1.50
					067	12		5008.1	256	40.00	1.50

AMOUNT	DATE	EXP. DATE	BILL CYC.	S/C	DISTRICT	NEXT BILL	DATA	UNITS
$ 120.00				A	MT 02			

ORIGINAL SERIAL NO.	ASG.	TYPE		ST.	CTY.	FUND SYMBOL				ACRES/UNITS	RATE

AMOUNT	ANV.	EXP. DATE	BILL CYC.	S/C	DISTRICT	NEXT BILL	MISC.	ACTUAL

APPLY REMITTANCE			
ACTION	FUND SYMBOL	CTY.	AMOUNT
FILING FEE			
RENTAL	125008.1 256		$ 120.00
MIN. BONUS BID	125008.1 256		$ 160.00
Remaining Bonus			
REFUND			
TOTAL			$ 280.00
AMOUNT DUE			

Remarks: See CBS Trans. No. 1419368

BID REJECTED, MONEY NOT TIMELY PAID.
MONEY FORFEITED

BY: Ima Good DATE: 9/8/2010

				FOR MMS USE ONLY		
	Lease in Escrow?		Of Interest?	BILLEE NUMBER		FOREST REFUGE
	KGS?		Operating Rights?			256
X	Auto Escalates?		Operator?	OCS SECTION CODE		
	Auto Renew		Bond Files?			

Supervisor Initials TAT Date 9/8/2010

Illustration 26
(II.G)

Format for Decision of Assistant Secretary Denying Request for
Suspension of Lease Sale/Parcel Offering

United States Department of the Interior
OFFICE OF THE SECRETARY
WASHINGTON, D.C. 20240

In Reply Refer To:
3120 (Office Code)

CERTIFIED MAIL – Return Receipt Requested

DECISION

	:	Competitive Oil and Gas
Appellant / Address	:	Lease Sale
	:	

Request for Suspension of Lease Sale (of Parcel Offering) Denied

This is in response to your request of (Date) , for the suspension of the Bureau of Land Management (BLM) (Name) State Office competitive oil and gas lease sale scheduled to be held on (Date) .

Pursuant to Department of the Interior Regulation 43 CFR 3120.1-3, "Only the Assistant Secretary for Land and Minerals Management may suspend a lease sale for good and just cause after reviewing the reason(s) for an appeal."

I have reviewed the justification supporting your request for suspension of the lease sale (specific parcel) offering (Number) , and I have found that there is nothing in your statement of reasons to indicate that imminent harm will occur if the BLM holds the sale, offers the parcels, and processes them accordingly.

Therefore, I concur with the BLM State Director's decision to hold the sale (offer the specific parcels) and deny your request for suspension of the lease sale (offering of specific parcels).

Assistant Secretary
Land and Minerals Management

Distribution:
IBLA

Format for Terms and Conditions of Future Interest
Parcels in Notice of Competitive Lease Sale

FUTURE INTEREST PARCELS

Parcels (Numbers) are subject to the following terms and conditions:

Prior to the effective date of the future interest lease, the successful bidder must join any existing Federal unit agreement. Prior to the effective date of the future interest lease, or as soon thereafter as practical, the successful bidder must join any existing private unit agreement. If unable to join, the bidder must file a statement giving satisfactory reasons for the failure to enter into such agreement(s) with the BLM____(Name)_____, ____(Address)___. If such statement is acceptable, the BLM will permit the lessee to operate independently. Where the terms of the private unit agreement are in conflict with Federal regulations, the Federal regulations will prevail.

Where a parcel is subject to a Federal communitization agreement (CA), the successful bidder must join the Federal CA by joinder prior to the effective date of the lease.

The successful bidder, if not the present operator, is responsible for making a separate agreement with the present operator for compensation for improvements made on the leasehold. The United States will not be a party to, nor be involved in, negotiations for or review of such agreement.

By the effective date of the future interest lease or as soon thereafter as practical, the successful bidder must furnish the BLM__(Name)__ a copy of all approved State of__(Name)__permits and other well-related information on all existing wells located on the future interest leased lands. The information includes, but is not limited to, applications for permit to drill, well completion reports, sundry notices, and site facility diagrams.

On and after the effective date of the future interest lease, all wells located on the future interest leased lands are subject to Federal oil and gas regulations, Federal onshore oil and gas orders, and notices to lessees. Applicable Federal regulations include, but are not limited to, the Oil and Gas Operations Regulations 43 CFR Part 3160 and the Office of Natural Resources Revenue Regulations (ONRR) concerning Royalty Management 30 CFR Parts 200 through 243.

On and after the effective date of the future interest lease, all wells which share in allocation of production with the future interest lease are subject to the Federal oil and gas regulations, Federal onshore oil and gas orders, and notices to lessees as they pertain to production accountability. Applicable regulations are cited above.

Format for Terms and Conditions of Future Interest
Parcels in Notice of Competitive Lease Sale

Lessee operations must comply with all Federal regulations, orders, and notices concerning production accountability on the effective date of the lease. The lessee/operator has a 90-day grace period to comply with Federal regulations, orders, and notices except those related to production accountability.

For wells producing on the effective date of the lease, the lessee/operator must notify the Bureau of Land Management (BLM)___(Name)__ the date such production began no later than the fifth business day after the effective date of the lease by letter, sundry notice (Form 3160-5), or orally followed by a letter or sundry notice. Royalty is due for producing wells anywhere on the lease site or allocated to a lease site. For wells not producing on the effective date of the lease, the lessee/operator must notify the BLM no later than the fifth business day after the well begins production (43 CPR 3l62.4-1).

On the effective date of the lease, the lessee/operator must inventory stocks of liquid hydrocarbons on hand and/or install new gas charts. The lessee/operator must file oil and gas operations report (OGOR, Form MMS-4054) for all operating leases beginning on the effective date of the lease. The lessee/operator must file the reports with the Office of Natural Resources Revenue, Production Accounting Division on or before the 15th day of the second month following the operations month (43 CFR 3162.4-3).

The successful bidder should contact the BLM___(Name)___, at the above address or by telephone__(Area code and Number)__, prior to the effective date of the lease so that we may conduct a courtesy inspection to ensure accountability of Federal production and compliance with Federal regulations, orders, and notices.

BOND INFORMATION: The lessee must furnish a lease bond (43 CFR Subpart 3104) in the amount of not less than $l0,000 conditioned upon compliance with all terms and conditions of the lease prior to entry and commencement of lease operations. If the lease has a producing well and/or ancillary facilities on the effective date of the lease, the lessee must furnish a bond or evidence of a sufficient existing Federal oil and gas lease bond on the effective date of the lease. If the lessee has a Federal nationwide bond, or a statewide bond for the State of__(Name)__, no additional bond under the provisions of 43 CFR Subpart 3104 will be required.

Illustration 28
(III .A)

Format for Accounting Advice Showing Issuance of
Future Interest Lease

Form 1370-41
(March 1984)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

RECEIPT AND ACCOUNTING ADVICE

Subject: FUTURE INTEREST OIL & GAS LEASE

Applicant: Big Oil Corp.
P.O. Box 100
Wichita, KS 67201

Remitter:

Assignor:

LEASE MANAGEMENT DATA ☑ NEW ☐ UPDATE ☐ PAYMENT

ORIGINAL SERIAL NO.	ASG.	TYPE		ST.	COUNTY	FUND SYMBOL				ACRES/UNITS	RATE
MTM - 70987		OE	A	30	069	14		5896.11		120.00	1.50

AMOUNT	DATE	EXP. DATE	BILL CYC.	S/C	DISTRICT	NEXT BILL	DATA	UNITS
$ 120.00	8/10/2004	8/9/2014		A	MT 04			

ORIGINAL SERIAL NO.	ASG.	TYPE		ST.	CTY.	FUND SYMBOL				ACRES/UNITS	RATE

AMOUNT	ANV.	EXP. DATE	BILL CYC.	S/C	DISTRICT	NEXT BILL	MISC.	ACTUAL

APPLY REMITTANCE

ACTION	FUND SYMBOL	CTY.	AMOUNT
FILING FEE			
RENTAL	145896.11		$ 120.00
MIN. BONUS BID	145896.11		$ 1,933.00
Remaining Bonus			
REFUND			
TOTAL			$ 2,053.00
AMOUNT DUE			

Remarks: See CBS Trans. No. 1420127 for the 1st year rental and bonus bid.

Future Interest Lease Vesting 8/10/2004

Total Bonus Bid: $ 1,933.00

BY: Ima Good DATE: 12/15/2003

FOR MMS USE ONLY

	Lease in Escrow?		Of Interest?
	KGS?		Operating Rights?
X	Auto Escalates?		Operator?
	Auto Renew		Bond Files?

BILLEE NUMBER		FOREST REFUGE
OCS SECTION CODE		

Supervisor Initials TAT Date 12/15/2003

Illustration 29
(III .B)

Format for Sale Notice Text for Offering
Underlying Interests in Lands

Parcel MT 09-89-7
T. 14 N, R. 39 E, PMM
Sec. 22: NE, W2NW, SESW, NESE;
Sec. 28: NE, N2NW, S2SW;
Sec. 32: SESE;
Sec. 34: N2.
1,000.00 acres
Garfield County, MT
Subject to Stipulations (1) (6)

Parcel 7 consists solely of a 100 percent record title interest and a 3.5 percent overriding royalty interest in the lands identified above which are currently included in oil and gas lease MTM98765 issued effective October 1, 1988, for a 10-year term ending September 30, 1998. The 100 percent operating rights interest as to all depths, zones, and formations remain held by the ABC Oil Company. The 100 percent record title interest and 3.5 percent overriding royalty interest being offered result from a cancelled lease interest. A copy of the lease, including all applicable stipulations, is hereby made a part of this Notice of Competitive Lease Sale.

Illustration 30
(III .C)

Format for Sale Notice Text for Terms and Conditions
of Lands Within Gas Storage Agreements

TEXT FOR SALE NOTICE:

The lands in Parcels (Numbers) are in the (Name) Gas Storage Agreement and are subject to leasing restrictions incorporated into that agreement. The successful bidder for these parcels must execute and agree that the following stipulations are part of the lease terms:

> The land embraced in this lease covers only formations below the top 30 feet of the Fuson shale. The Fuson shale is defined as that geological structure or formation the top of which occurs at a depth of 5,712 feet beneath the surface as shown by the electric log of the ABC Oil Company well No. 21, N.P.R.R., located in the NW$^1/_4$ Sec. 3, T. 7 S., R. 21 E., Carbon County, Montana. All wells drilled on lands embraced in this lease will be protected through the reserved formations by a method approved by the Bureau of Land Management District Manager. Use of the surface is subject to prior use by the lessee of the presently leased formations not covered by this lease.

TEXT FOR PARCEL DESCRIPTION IN NOTICE AND LEASE FORM:

Parcel XX-XX-XXXX
T. 26 N., R. 87 W., 6th PM, WY
Sec. 28: S2NW excluding and withholding from leasing the oil and gas rights of the Muddy, Skull Creek, Dakota, and Sundance formations encountered between the depths of 1,988 feet and 2,192 feet and between the depths of 2,570 feet and 2,650 feet with respect to the Sundance formation, as logged in XYZ Oil Corp. Well No. 1 Federal, T. 26 N., R. 87 W., 6th PM, WY.
80.00 Acres
Carbon County, Montana

Illustration 31
(III. E)

Format for Sale Notice Text for Terms and Conditions
for GSA Surplus Lands

TEXT FOR SALE NOTICE:

Notice is hereby given that one parcel of land totaling 91.44 acres within the former DICKINSON AIR FORCE STATION, Stark County, North Dakota, is offered for competitive oil and gas leasing. The United States acquired title to the minerals within the former DICKINSON AIR FORCE STATION. Oil and gas leasing authority was delegated to the Secretary of the Interior by the General Services Administration (GSA) pursuant to the Federal Property and Administrative Services Act of 1949, as amended [40 U.S.C. 484, 486(d)].

GSA surplus lands are available by competitive lease only. If no bids are received, they are not available for noncompetitive lease offer.

NOTE: STIPULATIONS FOR PARCELS OF GSA SURPLUS LANDS ALSO MUST BE SHOWN IN THE NOTICE OF COMPETITIVE LEASE SALE.

Illustration 32
(III. E)

Format for Accounting Advice for Surplus Lands Upon Lease Issuance

Form 1370-41
(March 1984)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

RECEIPT AND ACCOUNTING ADVICE

Subject: **OG COMPETITIVE SALE - GSA SURPLUS FEDERAL LANDS** 30

Applicant: XYZ Oil Corporation
1120 Amber St.
Denver, CO 80202

Remitter:

Assignor:

LEASE MANAGEMENT DATA ☑ NEW ☐ UPDATE ☐ PAYMENT

ORIGINAL SERIAL NO.	ASG.	TYPE		ST.	COUNTY	FUND SYMBOL				ACRES/UNITS	RATE
MTM - 99999		OE	A	30	007	14		1811		120.00	1.50

AMOUNT	DATE	EXP. DATE	BILL CYC.	S/C	DISTRICT	NEXT BILL	DATA	UNITS
$ 180.00	10/1/2011	9/30/2021		A	MT 02			

ORIGINAL SERIAL NO.	ASG.	TYPE		ST.	CTY.	FUND SYMBOL				ACRES/UNITS	RATE

AMOUNT	ANV.	EXP. DATE	BILL CYC.	S/C	DISTRICT	NEXT BILL	MISC.	ACTUAL

APPLY REMITTANCE

ACTION	FUND SYMBOL	CTY.	AMOUNT
FILING FEE			
RENTAL	141811		$ 180.00
MIN. BONUS BID	141811		$ 600.00
Remaining Bonus			
REFUND			
TOTAL			$ 780.00
AMOUNT DUE			

Remarks: See CBS Trans. No. 1419368

NOTE: GSA SURPLUS FEDERAL LANDS

TOTAL BONUS BID $600.00

BY: Ima Good DATE: 9/17/2011

	Lease in Escrow?		Of Interest?
	KGS?		Operating Rights?
X	Auto Escalates?		Operator?
	Auto Renew		Bond Files?

FOR MMS USE ONLY

BILLEE NUMBER		FOREST REFUGE
OCS SECTION CODE		

Supervisor Initials TAT Date 9/17/2011

Illustration 33
(III. F)

DRAINAGE STIPULATION

All or part of the lands contained in this tract (lease) may be subject to drainage in the (Name)_____ formation(s) by well(s) ___[Well number(s)]___ located adjacent to this tract (lease) in section(s) _____, T. _____ , R. _____, _____M., _____ County, State of _____.

The lessee must submit for approval by the authorized officer, within 6 months of lease issuance, plans for protecting the lease from drainage. If the lessee does not submit a plan(s), we will assess compensatory royalty effective the first day following the expiration of this 6-month period, and we will continue until the lessee drills a protective well and places the well in continued production status or until the offending well(s) ceases production, whichever occurs first.

The plan must include either an Application for Permit to Drill (APD) for the necessary protective well(s) or commitment to an agreement for the affected portion(s) of the lease. Any agreement devised must provide for an appropriate share of the production from the offending well(s) to be allocated to the lease. In lieu of this, the lessee must submit engineering, geologic, and economic data to demonstrate to the authorized officer's satisfaction that (1) no drainage has or is occurring, and/or (2) a protective well would have little or no chance of encountering oil or gas in quantities sufficient to yield a reasonable rate of return in excess of the costs of drilling, completing, and operating the well.

The lessee must pay compensatory royalty to the Office of Natural Resources Revenue at a rate based on the drainage factor(s) determined by the authorized officer until the lessee (1) submits an acceptable plan for protecting the lease from drainage by drilling, (2) enters into an agreement, or (3) submits an acceptable justification as to why drainage is not occurring or that a protective well would be uneconomical.

Illustration 34
(III. F)

Format for Sale Notice of Competitive Lease Sale
For Protective Leasing

TEXT FOR SALE NOTICE:

Notice is hereby given that ___(Number)___ parcels of land, totaling _____acres within (Location: National Wildlife Refuge, etc.), in ___(Name)____ county, State of __(Name)___, are offered for competitive oil and gas leasing in accordance with protective measures taken under the authority of Section 441, Revised Statutes (5 U.S.C., 1958 ed., Sec. 485), the Attorney General's Opinion of April 2, 1941 (40 Op. Atty. Gen. 41).

USE OF THE SURFACE OF THE LEASED LANDS FOR LEASEHOLD OPERATIONS IS PROHIBITED.

We are offering the lands for protective leasing because oil and gas production from wells on adjoining lands is draining their reserves. Leasing terms and conditions will include stipulations specific of these parcels for protection of the refuge. The Notice of Competitive Lease Sale lists the specific parcels and their stipulations.

TEXT FOR PARCEL DESCRIPTION IN NOTICE AND LEASE FORM:

Parcel XX-XX-XXXX
T. 139 N., R. 101 W., 5th PM,
Sec. 1: That portion of Lots 1, 2, and 3 lying north
of the south boundary of old U.S. Highway 10.
28.02 Acres
_____ County, North Dakota

A lease for Parcel (Number) is subject to stipulations providing for wells to be directionally or horizontally drilled from outside the (Wildlife Refuge) boundary. The lessee must locate drill sites and production-related phase improvements to minimize adverse visual impacts and noise, prevent degradation of air quality, and preclude pollution or adverse environmental impacts on the area under lease or on surrounding (Wildlife Refuge)-administered lands.

Listing of Treasury Symbols for Mineral Lease Rental and Bonus Monies, Including Forest Service Acquired Lands Minerals

	Treasury Symbol	
	State Fund	Accounting Symbol
Public Domain Minerals, including Military Lands	05	145003
Military Acquired Lands Minerals (Leases Issued Since 01/01/1981)	31	145003.5
BLM Acquired Lands Minerals (and Military Acquired Lands Minerals Prior to January 1, 1981)	04	141811
Federal Farm Mortgage Corporation (FFMC) Lands	04	141811
GSA Surplus Lands	04	141811
BLM National Grasslands	11	145896.11
Taylor Grazing Act Acquired Lands Outside Grazing Districts (Section 15)	35	145016
Taylor Grazing Act Acquired Lands Within Grazing Districts (Section 3)	38	145032
Taylor Grazing Act Acquired Lands Within Grazing Districts (Miscellaneous)	40	145044
Oregon & California Grant Lands	05	145003
Coos Bay Wagon Road Lands	05	145003
South Half of the Red River, Oklahoma, Lands	44	145134
National Wildlife Refuge System Lands (Acquired Lands Minerals)	67	14X5091
Bureau of Reclamation Project Lands (XXX is the project number)	28,29 or 30	145000.XXX
Bureau of Reclamation, Columbia Basin Project	28,29 or 30	142622
Corps of Engineers Flood Control Act Lands (XXX is the project number, *see* page 2 for project codes)	50	965090.XXX
USDA, Agricultural Research Service Lands	58	121810
Unleased Federal Lands (Unleased Land Accounts)	19	142039

USDA, Forest Service Acquired Lands Units, including National Forest (NF), National Grassland (NGL), Purchase Unit (PU), Research and Experimental Area, Land Utilization Project (LUP), and Land Utilization Adjustment Project Lands

State or Territory	Proclaimed Unit Name	Treasury Symbol		
		State Fund	Accounting Symbol	Unit Number / NGL
AL	Conecuh NF	502	125008.1	007
	Talladega NF	503	125008.1	008
	Tuskegee NF	504	125008.1	009
	William B. Bankhead NF	501	125008.1	006
AK	Chugach NF	505	125008.1	011
	Tongass NF	506	125008.1	012
AZ	Apache NF	508	125008.1	021
	Coconino NF	509	125008.1	022
	Coronado NF	510	125008.1	023
	Kaibab NF	511	125008.1	026
	Prescott NF	512	125008.1	027
	Sitgreaves NF	513	125008.1	028
	Tonto NF	514	125008.1	029
AR	DeValls Bluff LUP	703	125896.1	305
	Eureka Springs LUP	704	125896.1	307
	Forest City LUP	702	125896.1	304
	Northwest Arkansas Mineral Rights	701	125896.1	302
	Quachita NF	507	125008.1	015
	Ozark NF	515	125008.1	042
	St. Francis NF	516	125008.1	043
	Southern Arkansas LU Adj. Project	705	125896.1	308
CA	Angeles NF	517	125008.1	051
	Butte Valley LOP	706	125896.1	402
	Calaveras Bigtree NF	535	125008.1	076
	Cleveland NF	518	125008.1	052
	Eldorado NF	519	125008.1	053
	Inyo NF	520	125008.1	054
	Klamath NF	522	125008.1	056
	Lassen NF	523	125008.1	057
	Los Padres NF	524	125008.1	058

State or Territory	Proclaimed Unit Name	Treasury Symbol		
		State Fund	Accounting Symbol	Unit Number / NGL
	Mendocino NF	525	125008.1	059

Forest Service Acquired Lands Units

State or Territory	Proclaimed Unit Name	Treasury Symbol		
		State Fund	Accounting Symbol	Unit Number / NGL
CA (cont.)	Modoc NF	526	125008.1	061
	Northern Redwood PU	619	125008.1	430
	Plumas NF	527	125008.1	063
	Rogue River NF	617	125008.1	428
	San Bernardino NF	528	125008.1	066
	Sequoia NF	529	125008.1	067
	Shasta NF	530	125008.1	068
	Sierra NF	531	125008.1	069
	Siskiyou NF	618	125008.1	429
	Six Rivers NF	521	125008.1	055
	Stanislaus NF	532	125008.1	072
	Tahoe NF	533	125008.1	073
	Toiyabe NF	597	125008.1	291
	Trinity NF	534	125008.1	074
	Upper San Joaquin LUP	707	125896.1	403
CO	Arapaho NF	536	125008.1	091
	Comanchee NGL	709	125896.1	508
	Fountain Creek LUP	708	125896.1	501
	Grand Mesa NF	537	125008.1	093
	Gunnison NF	538	125008.1	094
	Manti-La Sal NF	641	125008.1	502
	Pawnee NGL	710	125896.1	509
	Pike NF	539	125008.1	099
	Rio Grande NF	540	125008.1	101
	Roosevelt NF	541	125008.1	102
	Routt NF	542	125008.1	103
	San Isabel NF	543	125008.1	104
	San Juan NF	544	125008.1	106
	Uncompaghre NF	545	125008.1	107
	White River NF	546	125008.1	108
CN	New London LUP	711	125896.1	603
DE	Delaware Forest LUP	712	125896.1	701
FL	Apalachicola NF	547	125008.1	121
	Choctawhatchee NF	548	125008.1	122

Forest Service Acquired Lands Units

State or Territory	Proclaimed Unit Name	Treasury Symbol		
		State Fund	Accounting Symbol	Unit Number / NGL
FL (cont.)	Ocala NF	549	125008.1	123
	Osceola NF	550	125008.1	124
	Pensacola LUP	714	125896.1	803
	Welaka LUP	715	125896.1	804
	Withlacoochee LUP	713	125896.1	802
GA	Chattahoochee NF	551	125008.1	131
	Coastal Flatwoods LUP	717	125896.1	903
	Fort Yargo LUP	719	125896.1	907
	Lakeland Flatwoods LUP	718	125896.1	904
	Oconee NF	552	125008.1	132
	Piedmont LUP	716	125896.1	901
ID	Bitterroot NF	586	125008.1	253
	Boise NF	553	125008.1	137
	Cache NF	638	125008.1	497
	Caribou NF	554	125008.1	139
	Challis NF	555	125008.1	141
	Clearwater NF	556	125008.1	142
	Coeur d'Alene NF	557	125008.1	143
	Curlew NGL	720	125896.1	1002
	Kaniksu NF	558	125008.1	146
	Kootenai NF	592	125008.1	263
	Nezperce NF	559	125008.1	152
	Payette NF	560	125008.1	153
	St. Joe NF	562	125008.1	156
	Salmon NF	561	125008.1	154
	Sawtooth NF	563	125008.1	157
	Targhee NF	564	125008.1	158
	Wallowa NF	623	125008.1	434
IL	Shawnee NF	565	125008.1	166
IN	Bean Blossom LUP	722	125896.1	1202
	Hoosier NF	566	125008.1	171
	Martin County LUP	721	125896.1	1201
KS	Cimarron NGL	723	125896.1	1403

Forest Service Acquired Lands Units

State or Territory	Proclaimed Unit Name	Treasury Symbol		
		State Fund	Accounting Symbol	Unit Number / NGL
KY	Daniel Boone NF	567	125008.1	186
	Jefferson NF	646	125008.1	517
	Kentucky Forest LUP	724	125896.1	1501
	Princeton LUP	725	125896.1	1502
LA	Kisatchie NF	568	125008.1	191
ME	Massabessic Exp. Forest	569	125008.1	201
	Rural Areas LUP	726	125896.1	1701
	Southern Maine LUP	727	125896.1	1702
	White Mountains NF	599	125008.1	311
MD	Eastern Shore LUP	729	125896.1	1802
	Garrett County LUP	728	125896.1	1801
MI	Allegan Projects LUP	731	125896.1	2002
	Au Sable LUP	730	125896.1	2001
	Hiawatha NF	570	125008.1	216
	Huron NF	571	125008.1	217
	Lower Peninsula Mineral Rights NF	663	125008.1	602
	Manistee NF	572	125008.1	218
	North Muskegon Sand Dune LUP	732	125896.1	2003
	Ottawa NF	573	125008.1	221
	South Muskegon Sand Dune LUP	733	125896.1	2004
	Upper Peninsula Mineral Rights NF	662	125008.1	601
	West Ottawa Sand Dune Project LUP	734	125896.1	2005
MN	Chippewa NF	574	125008.1	226
	Minnesota Isolated Settler's LUP	736	125896.1	2103
	Pine Island LUP	735	125896.1	2102
	Superior NF (All except 228)	575	125008.1	227
	Superior NF (Cook, Lake, St. Louis Counties)	576	125008.1	228
MS	Bienville NF	577	125008.1	231
	Delta NF	581	125008.1	236
	Desoto NF	578	125008.1	232
	Holly Springs NF	579	125008.1	233

Forest Service Acquired Lands Units

State or Territory	Proclaimed Unit Name	Treasury Symbol		
		State Fund	Accounting Symbol	Unit Number / NGL
MS (cont.)	Homochitto NF	580	125008.1	234
	McNeill Exp. Forest	582	125008.1	237
	Tombigbee NF	583	125008.1	238
MO	Cedar Creek LUP	737	125896.1	2303
	Mark Twain NF	584	125008.1	242
MT	Beaverhead NF	585	125008.1	252
	Bitterroot NF	586	125008.1	253
	Custer NF	587	125008.1	256
	Deerlodge NF	588	125008.1	257
	Flathead NF	589	125008.1	258
	Gallatin NF	590	125008.1	259
	Helena NF	591	125008.1	261
	Kaniksu NF	558	125008.1	146
	Kootenai NF	592	125008.1	263
	Lewis and Clark NF	593	125008.1	264
	Lolo NF	594	125008.1	266
NE	Nebraska NF	595	125008.1	281
	Oglala NGL	738	125896.1	2502
	Samuel R. McKelvie NF	596	125008.1	282
NV	Eldorado NF	519	125008.1	053
	Humboldt NF	598	125008.1	293
	Inyo NF	520	125008.1	054
	Toiyabe NF	597	125008.1	291
NH	White Mountains NF	599	125008.1	311
NM	Apache NF	508	125008.1	021
	Carson NF	600	125008.1	327
	Central Curry Mineral Rights	741	125896.1	2914
	Cibola NF	601	125008.1	328
	Coronado NF	510	125008.1	023
	Cuba-Rio Puerco LUP	739	125896.1	2908
	Gila NF	602	125008.1	331
	Kiowa NGL	742	125896.1	2916

Forest Service Acquired Lands Units

State or Territory	Proclaimed Unit Name	Treasury Symbol		
		State Fund	Accounting Symbol	Unit Number / NGL
NM (cont.)	Lincoln NF	603	125008.1	332
	Running Water Draw Mineral Rights	740	125896.1	2909
	Santa Fe NF	604	125008.1	333
NY	Chemung LUP	744	125896.1	3006
	Finger Lakes NF	605	125008.1	361
	New York Land LUP	743	125896.1	3001
NC	Bladen Lakes LUP	745	125896.1	3102
	Caswell Land Use LUP	746	125896.1	3103
	Cherokee NF	632	125008.1	481
	Croatan NF	608	125008.1	368
	Nantahala NF	606	125008.1	366
	Pisgah NF	607	125008.1	367
	Uwharrie NF	609	125008.1	369
	Dunn County Project LUP	747	125896.1	3208
	Little Missouri NGL	750	125896.1	3212
	Souris Purchase Unit	610	125008.1	391
	Sheyenne NGL	749	125896.1	3211
OH	Ross-Hocking LUP	753	125896.1	3303
	Southeastern Ohio LUP	751	125896.1	3301
	Wayne NF	611	125008.1	401
	Zaleski LUP	752	125896.1	3302
OK	Black Kettle NGL	793	125896.1	5102
	Central Oklahoma LUP	754	125896.1	3401
	Quachita NF	662	125008.1	015
	Rita Blanca NGL	792	125896.1	5101
OR	Crooked River NGL	756	125896.1	3505
	Deschutes NF	612	125008.1	421
	Fremont NF	613	125008.1	422
	Klamath NF	552	125008.1	056
	Malheur NF	615	125008.1	426
	Mount Hood NF	614	125008.1	424
	Ochoco NF	616	125008.1	427
	Rogue River NF	617	125008.1	428

Forest Service Acquired Lands Units

State or Territory	Proclaimed Unit Name	Treasury Symbol		
		State Fund	Accounting Symbol	Unit Number / NGL
OR (cont.)	Siskiyou NF	618	125008.1	429
	Siuslaw NF	620	125008.1	431
	Umatilla NF	621	125008.1	432
	Umpqua NF	622	125008.1	433
	Wallowa NF	623	125008.1	434
	Western Oregon LUP	755	125896.1	3504
	Williamette NF	625	125008.1	437
	Winema NF	626	125008.1	438
	Witman NF	624	125008.1	436
PA	Allegheny NF	627	125008.1	451
	Bradford County LUP	758	125896.1	3602
	Pennsylvania Land LUP	757	125896.1	3601
	Standing Stone Exp. Forest	759	125896.1	3603
PR	Caribbean NF	628	125008.1	456
RI	Rhode Island Forest LUP	760	125896.1	3701
SC	Clemson College LUP	761	125896.1	3801
	Francis Marion NF	629	125008.1	466
	Poinsett LUP	762	125896.1	3803
	Sumter NF	630	125008.1	467
SD	Black Hills NF	631	125008.1	471
	Buffalo Gap NGL	765	125896.1	3906
	Custer NF	587	125008.1	256
	Fort Pierre NGL	767	125896.1	3908
	Fort Sully LUP	764	125896.1	3904
	Grand River NGL	766	125896.1	3907
	Little Moreau LUP	763	125896.1	3903
TN	Cherokee NF	632	125008.1	481
	Chickasaw Forest LUP	769	125896.1	4003
	Lebanon Cedar Forest LUP	770	125896.1	4004
	Natchez-Trace Land LUP	768	125896.1	4002
	Standing Stone LUP	772	125896.1	4005
	Steel Creek LUP	773	125896.1	4006

Forest Service Acquired Lands Units

State or Territory	Proclaimed Unit Name	Treasury Symbol		
		State Fund	Accounting Symbol	Unit Number / NGL
TX	Angelina NF	633	125008.1	486
	Black Kettle NGL	793	125896.1	5102
	Caddo NGL	778	125896.1	4113
	Davy Crockett NF	634	125008.1	487
	Lyndon B. Johnson NGL	777	125896.1	4111
	McClellan Creek NGL	779	125896.1	4114
	Rita Blanca Mineral Rights	774	125896.1	4107
	Rita Blanca NGL	792	125896.1	5101
	Sabine NF	635	125008.1	488
	Sam Houston NF	636	125008.1	489
	Tule Creek Mineral Rights	775	125896.1	4108
	Wolfe Creek Mineral Rights	776	125896.1	4109
UT	Ashley NF	637	125008.1	496
	Cache NF	638	125008.1	497
	Caribou NF	554	125008.1	139
	Desert Range Exp. Station	780	125896.1	4203
	Dixie NF	639	125008.1	498
	Fishlake NF	640	125008.1	499
	Manti-La Sal NF	641	125008.1	502
	Sawtooth NF	563	125008.1	157
	Uintah NF	642	125008.1	506
	Wasatch NF	643	125008.1	507
VT	Green Mountain NF	644	125008.1	511
VA	Cumberland Project LUP	783	125896.1	4403
	George Washington NF	645	125008.1	516
	Jefferson NF	646	125008.1	517
	Prince Edward LUP	782	125896.1	4402
	Surrender Ground Mineral Rights	781	125896.1	4401
WA	Colville NF	649	125008.1	523
	Gifford Pinchot NF	648	125008.1	522
	Kaniksu NF	558	125008.1	146
	Okanogan NF	647	125008.1	521
	Olympic NF	651	125008.1	527
	Mount Baker NF	650	125008.1	526

Forest Service Acquired Lands Units

State or Territory	Proclaimed Unit Name	Treasury Symbol		
		State Fund	Accounting Symbol	Unit Number / NGL
WA (cont.)	Northeast Washington LUP	784	125896.1	4501
	Snoqualmie NF	652	125008.1	528
	Umatilla NF	621	125008.1	432
	Wenatchee NF	653	125008.1	531
WV	George Washington NF	645	125008.1	516
	Jefferson NF	646	125008.1	517
	Kanawha Head LUP	785	125896.1	4601
	Mason Land LUP	786	125896.1	4602
	Monongahela NF	654	125008.1	547
WI	Chequamegon NF	655	125008.1	551
	Central Wisconsin LUP	788	125896.1	4705
	Crandon LUP	787	125896.1	4703
	Mill Bluff LUP	789	125896.1	4706
	Nicolet NF	656	125008.1	552
	Wisconsin Isolated Settlers LUP	790	125896.1	4708
WY	Ashley NF	637	125008.1	496
	Bighorn NF	657	125008.1	562
	Black Hills NF	631	125008.1	471
	Bridger NF	661	125008.1	574
	Caribou NF	554	125008.1	139
	Medicine Bow NF	658	125008.1	567
	Shoshone NF	659	125008.1	568
	Targhee NF	564	125008.1	158
	Teton NF	660	125008.1	571
	Thunder Basin NGL	791	125896.1	4803
	Wasatch NF	643	125008.1	507

U.S. Army Corps of Engineers – Project Codes

Treasury Fund Symbol 50;965090.XXXX

State or Territory	Project Name	County	Project Code
AL	Alabama Coosa Rivers	Cleburne, Monroe	7020
	BW&T Rivers	Clarke, Tuscaloosa	7275
	Gulf Intercoastal Waterway	Balwin	7690
	Millers Ferry Lock & Dam	Wilcox	8005
	R.F. Henry Lock & Dam	Lowndes	8360
	Tenn Tom Waterway	Pickens, Sumter	8520
	Village Creek	Jefferson	8595
	West Point Lake	Chambers	8640
	W.F. George Lock & Dam	Barbour, Russell	8720
AK	Homer Harbour	Kenai Peninsula	7730
AR	Arkansas River Lock & Dam	Arkansas, Jefferson	7065
	Beaver	Washington	7130
	Beaver Lake	Benton, Carroll	7135
	Blue Mountain Lake	Logan, Yell	7205
	Bull Shoals	Marion	7260
	Bull Shoals Lake	Baxter, Boone	7265
	Dardanelle Lake	Franklin, Johnson, Logan, Pope, Yell	7440
	DeGray	Hot Spring	7450
	DeGray Lake	Clark	7455
	Dierks Lake	Sevier	7465
	Greers Ferry	Van Buren	7670
	Greers Ferry Lake	Cleburne	7675
	Lake Greeson	Pike	7680
	Lake Ouachita	Garland, Montgomery	8300
	Nimrod Lake	Yell	8050
	Norfolk Lake	Baxter, Fulton	8060
	Ozark Lock & Dam	Franklin, Sebastian	8115
	Ozark River Lock & Dam	Crawford	8120
	Table Rock	Marion	8500
	Table Rock Lake	Carroll	8505
CA	Black Butte Lake	Glen, Tehama	7190
	Dry Creek	Mendocino, Sonoma	7480

U.S. Army Corps of Engineers – Project Codes

State or Territory	Project Name	County	Project Code
CA (cont.)	Farmington Dam	Calaveras, San Joaquin, Stanislaus	7545
	Fullerton Dam	Orange	7600
	Hansen Dam	Los Angeles	7705
	Isabella Lake	Kern	7790
	Lakeport Lake	Lake	7890
	Lower Stanislaus River	Stanislaus	7940
	Mendocino Lake	Mendocino	7995
	New Hogan Lake	Calaveras	8040
	Pine Flat Lake	Fresno	8155
	Prado Dam	Riverside, San Bernardino	8275
	Sacramento River	Yolo	8365
	San Antonio Dam	Orange	8380
	Santa Fe Dam	Los Angeles	8385
	Sepulveda Dam	Los Angeles	8410
	Success Lake	Tulare	8475
	Terminus Dam	Tulare	8525
	Whittier Narrows Dam	Los Angeles	8670
CO	Bear Creek	Jefferson	7125
CT	Hop Brook	New Haven	7735
	Northfield Brook Reservoir	Litchfield	8070
	West Thompson	Windham	8650
DE	C & D Canal	New Castle	7280
	L & R Canal	Sussex	7860
FL	Arnette House, Inc.	Marion	7070
	Gulf Intracoastal Waterway	Escambia	7695
	Jim Woodruff Lock & Dam	Jackson	7800
	Jolly roger Marina	Hendry	7830
	Moore Haven	Glades	8015
	University of Miami	Dade	8580
GA	Allatoona Dam	Bartow, Cherokee, Cobb	7025
	Buford Dam	Dawson, Forsyth, Gwinnett, Hall	7255
	Carters Lake	Gilmer	7340

U.S. Army Corps of Engineers – Project Codes

State or Territory	Project Name	County	Project Code
GA (cont.)	Hartwell Lake	Franklin, Hart	7720
	Jim Woodruff Lock & Dam	Decatur, Seminole	7800
	Strom Thurmond	Lincoln, McDuffie	8460
	West Point Dam	Troup	8630
ID	Dworshak Dam	Clearwater, Nez Perce	7485
	Lower Granite Lock & Dam	Nez Perce	7920
	Lucky Peak Dam & Reservoir	Boise	7950
IL	Carlyle Lake	Clinton	7330
	Illinois Waterway	Cook, DuPage, Tazewell, Will	7780
	Lake Shelbyville	Moultrie, Shelby	8415
	Lower River	Madison	7930
	Pool 12	Jo Daviess	8220
	Pool 13	Carroll, Whiteside	8225
	Pool 14	Rock Island	8230
	Pool 16	Rock Island	8235
	Pool 17	Mercer	8240
	Pool 18	Henderson, Mercer	8245
	Pool 20	Adams	8250
	Pool 21	Adams	8255
	Pool 22	Adams, Pike	8260
	Rend lake	Franklin, Jefferson	8340
	Ron Bimes	Cook	8350
	Shoreline Marine Co.	Cook	8425
	Upper Mississippi River	Carroll	8585
	Upper River	Calhoun, Jersey, Pike	8590
IN	Cannelton Lock & Dam	Perry	7290
	Markland Dam	Switzerland	7965
IO	Ames	Story	7040
	Coralville Lake	Johnson	7395
	Lake Red Rock	Marion, Polk	8335
	Pool 9	Allamakee	8205
	Pool 10	Clayton	8210
	Pool 11	Clayton	8215
	Pool 12	Dubuque, Jackson	8220

U.S. Army Corps of Engineers – Project Codes

State or Territory	Project Name	County	Project Code
IO (cont.)	Pool 13	Clinton, Jackson	8225
	Pool 14	Clinton, Scott	8230
	Pool 16	Muscatine, Scott	8235
	Pool 17	Louisa	8240
	Pool 18	Des Moines	8245
	Rathbun Lake	Appanoose	8320
	Saylorville Lake	Boone, Dallas, Polk	8405
KS	Clinton Lake	Douglas	7380
	Council Grove Lake	Morris	7415
	El Dorado Lake	Butler	7510
	Elk City Lake	Montgomery	7515
	Fall River Lake	Greenwood	7540
	Hulah Lake	Chautauqua	7770
	John Redmond Dam & Reservoir	Coffey, Lyon	7820
	Kanopolis Lake	Ellsworth	7845
	Marion Lake	Marion	7960
	Milford Lake	Clay, Dickinson, Geary	8000
	Melvern Lake	Osage	7990
	Perry Lake	Clay, Jefferson	8140
	Pomona Lake	Osage	8165
	Toronto	Wilson	8545
	Toronto Lake	Woodson	8550
	Tuttle Creek	Pottawatomie, Riley	8565
	Wilson Lake	Russell	8680
KY	Barren River	Allen, Barren	7110
	Buckhorn Reservoir	Perry	7245
	Cannelton Lock & Dam	Hancock	7290
	Carr Fork Lake	Knott	7335
	Dale Hollow Lake	Clinton, Cumberland	7435
	Dewey Lake	Floyd	7460
	Fishtrap Lake	Pike	7555
	Grayson Lake	Carter, Elliott	7645
	Green River Lake	Adair	7660
	Harlan	Bell	7710
	Lake Barkley	Livingston, Lyon, Trigg	7105
	Markland Lock & Dam	Gallatin	7965

U.S. Army Corps of Engineers – Project Codes

State or Territory	Project Name	County	Project Code
KY (cont.)	Martins Fork	Harlan	7970
	Nolin Reservoir	Edmonson, Grayson	8055
	Ohio River	Union	8075
	Paintsville Lake	Johnson	8130
	Rough River	Breckinridge	8355
	Uniontown Dam	Henderson	8575
	Wolf Creek	Clinton, Pulaski, Russell, Wayne	8695
	Yatesville Lake	Lawrence	8725
LA	Apalachee Bay to Mexico Border	Jefferson	7045
	Bayou Bodcau	Bossier, Webster	7120
	Bonnet Carre Spillway	St. Charles	7225
	Charles Moore	LaFourche	7350
	Gulf Intercoastal Waterway	Vermilion	7690
	Mississippi River	Plaquemines	8010
	Old River Lock Maintenance	Concordia	8095
	Wallace Lake	Caddo	8605
MD	C & D Canal	Cecil	7280
	Jennings Randolph Lake	Garrett	7795
MS	Birch Hill	Worcester	7185
	Cape Cod Canal	Barnstable	7315
	East Brimfield	Worcester	7495
	Westville Lake	Worcester	8655
MI	Holland Harbor	Ottawa	7725
	Ontonagon Harbor	Ontonagon	8100
	Sault Ste. Marie	Chippewa	8400
MN	Leech Lake	Cass	7900
	Mankato	Blue Earth	7955
	Pool 3	Goodhue	8170
	Pool 4	Wabasha	8175
	Pool 5	Winona	8180
	Pool 5A	Winona	8185
	Pool 6	Winona	8190

U.S. Army Corps of Engineers – Project Codes

State or Territory	Project Name	County	Project Code
MN (cont.)	Pool 8	Houston	8200
	SAF Pool	Hennepin	8370
MS	Arkabutla Lake & Dam	DeSoto, Tate	7060
	Askew	Panola, Tate, Tunica	7075
	Bay Springs	Prentiss	7115
	Enid Lake & Dam	LaFayette, Panola, Yalobusha	7520
	Grenada Lake & Dam	Calhoun, Grenada, Yalobusha	7685
	Okatibbee Dam	Lauderdale	8080
	Sardis Lake & Dam	LaFayette, Marshall, Panola	8390
	Tenn Tom Waterway	Monroe	8520
	West Point Dam	Clay	8630
	Yazoo	Yazoo	8730
MO	Bull Shoals Lake	Ozark, Taney	7260
	Cannon Dam	Monroe, Ralls	7295
	Clearwater Lake & Dam	Reynolds	7375
	Harry S Truman Lake	Benton, Henry, St. Clair	7760
	Norfolk Lake	Ozark	8060
	Pomme de Terre Lake	Hickory, Polk	8160
	Pool 21	Marion, Lewis	8255
	Pool 22	Marion, Ralls	8260
	Smithville Lake	Clay, Clinton	8430
	St. Francis Basin	Dunklin	8465
	Stockton Lake	Cedar, Dade, Polk	8450
	Table Rock Lake	Barry, Taney, Stone	8500
	Upper River	Lincoln, Pike, St. Charles	8590
	Wappapello Lake & Dam	Wayne	8615
MT	D. M. Russell	Fergus, Garfield, McCone, Petroleum, Phillips, Valley	7430
	Fort Peck Lake & Dam	Fergus, Garfield, McCone, Valley	7560
NE	Gavins Point Dam	Knox	7620
	Harlan County Lake	Harlan	7715

U.S. Army Corps of Engineers – Project Codes

State or Territory	Project Name	County	Project Code
NH	Blackwater	Merrimack	7195
	Ed. MacDowell	Hillsborough	7505
	Franklin Falls	Belknap, Merrimack	7580
	Hopkinton-Everett	Hillsborough	7740
	Hopkinton-Everett	Merrimack	7745
	Surry Mountain	Cheshire, Merrimack	8490
NJ	Alloway Creek	Salem	7030
	Cape May Canal	Cape Mary	7320
	Pt. Pleasant Canal	Ocean	8290
NY	Almond Dam	Steuben	7035
	Whitney Pt. Lake & Dam	Broome, Cortland	8665
NC	Dismal Swamp	Camden	7475
	John H. Kerr Reservoir	Granville, Vance, Warren	8710
	W. Kerr Scott Lake	Wilkes	8715
ND	Bowman-Haley Dam & Reservoir	Bowman	7235
	Garrison Lake & Dam	Dunn, McKenzie, McLean, Mercer, Mountrail, Williams	7615
	Sakakawea		
	Lake Ashtabula	Barnes, Griggs, Steele	7870
	Lake Oahe	Burleigh, Emmons, Morton, Sioux	7875
OH	Berlin Lake & Dam	Portage	7165
	Bolivar Dam	Tuscarawas	7220
	Capt. Anthony Meldhal	Brown	7325
	Deercreek	Brown	7445
	Dillon Lake & Dam	Licking	7470
	Greenup Lock & Dam	Scioto	7665
	Meldahl Lock & Dam	Adams, Brown	7985
	Michael J. Kirwan Reservoir & Dam	Portage	8025
	Muskingum River Reservoir	Tuscarawas	8020
	Ohio River	Brown, Meigs	8075
	Port Clinton	Ottawa	8265

U.S. Army Corps of Engineers – Project Codes

State or Territory	Project Name	County	Project Code
OK	Candy Lake	Osage	7285
	Canton	Dewey	7300
	Canton Lake	Blaine, Major	7305
	Chouteau Lock & Dam	Wagoner	7365
	Copan Lake	Washington	7390
	Eufaula	Cherokee, McCurtain	7525
	Eufaula Lake	Haskell, McIntosh, Muskogee, Pittsburg	7530
	Fort Gibson Reservoir	Cherokee, Wagoner	7585
	Fort Supply Dam & Reservoir	Woodward	7595
	Gibson Lake	Mayes	7630
	Great Salt Plains Lake & Dam	Alfalfa	7650
	Hugo Lake	Choctaw	7765
	Hulah Lake	Osage	7770
	Kaw Lake	Kay, Osage	7850
	Keystone Lake	Creek, Osage, Pawnee, Sussex, Tulsa	7855
	Lake Texoma	Bryan, Johnston, Love, Marshall	8530
	Mayo Lock & Dam	Sequoyah	7975
	Newt Graham Lock & Dam 18	Rogers, Wagoner	8045
	Oklahoma	Oklahoma	8085
	Oologah Lake	Rogers	8105
	Optima Lake	Texas	8110
	Pine Creek Lake & Dam	McCurtain	8150
	Robert S. Kerr Dam & Reservoir	Haskell, LeFlore, Muskogee, Sequoyah	8345
	Sardis	Latimer, Pittsburg	8390
	Sardis Lake	Pushmataha	8395
	Tenkiller	Cherokee	8510
	Tenkiller Lake	Sequoyah	8515
	Waurika Lake	Jefferson	8620
	Webbers Falls Reservoir	Muskogee, Wagoner	8625
	Wister	Latimer	8685
	Wister Lake	LeFlore	8690
OR	Bonneville Dam	Hood River	7230
	Cottage Grove Lake	Lane	7405
	Fall Creek Lake & Dam	Lane	7535

U.S. Army Corps of Engineers – Project Codes

State or Territory	Project Name	County	Project Code
OR (cont.)	Fern Ridge	Lane	7550
	Green Peter Lake	Linn	7655
	John Day Dam	Morrow, Umatilla	7810
	Lookout Point Lake & Dam	Lane	7915
	McNary Lock & Dam	Umatilla	7980
	The Dalles	Sherman, Wasco	8535
	Willamette Falls	Clackamas	8675
PA	Aylesworth Creek	Lackawanna	7080
	Beltzville Lake	Carbon	7150
	Blue Marsh Lake	Berkes	7200
	Crooked Creek Reservoir	Armstrong	7420
	Conemaugh River Lake	Indiana, Westmoreland	7385
	Curwensville Lake & Dam	Clearfield	7425
	East Branch Clarion Reservoir & Dam	Elk	7490
	A. E. Walter Dam	Luzerne	7605
	Foster Joseph Sayers Lake	Centre	7570
	Fort Mifflin	Philadelphia	7590
	Grays landing	Greene	7640
	Hammond Lake	Tioga	7700
	Loyalhanna Lake	Westmoreland	7945
	Raystown Lake	Bedford, Huntingdon	8325
	Shenango Lake	Mercer	8420
	Stillwater Lake	Susquehanna	8445
	Tionesta Lake	Forest	8540
	York Reservoir	York	8735
	Youghiogheny Lake & Dam	Fayette, Somerset	8740
	Zambelli Fireworks	Armstrong	8745
SC	Clarks Hill Lake	McCormick	7370
	Hartwell Lake	Anderson, Oconee	7720
SD	Big Bend	Hyde	7170
	Big Bend Reservoir	Buffalo, Hughes, Lyman, Stanley	7175
	Fort Randall Dam	Brule, Charles Mix, Gregory, Lyman	7565
	Gavins Point Dam	Bon Homme	7620

U.S. Army Corps of Engineers – Project Codes

State or Territory	Project Name	County	Project Code
SD (cont.)	Lake Oahe	Campbell, Corson, Haakon, Hughes, Potter, Stanley, Sully, Walworth	7875
TN	Big South Fork	Fentress, Scott	7180
	Center Hill Lake	DeKalb	7345
	Cheatham Lake	Cheatham, Davidson, Dickson	7355
	Cordell Hull Lake	Clay, Jackson, Putnam, Smith	7400
	Dale Hollow Lake & Dam	Clay, Fentress, Pickett	7435
	J.P. Priest Lake	Davidson, Rutherford, Wilson	7835
	Lake Barkley	Stewart	7105
	Old Hickory Lake	Davidson, Sumner, Wilson	8090
	West Tennessee Tributaries	Gibson, Obion, Weakley	8645
TX	Aquilla	Hill	7005
	Addicks Dam	Harris	7010
	Bardwell	Ellis	7095
	Barker Dam	Ft. Bend, Harris	7100
	Belton	Bell	7145
	Benbrook	Tarrant	7155
	Benbrook Lake	Parker	7160
	Brazos Island Harbor	Cameron	7240
	Buffalo Bayou	Harris	7250
	Canyon Lake	Comal	7310
	Galveston Harbor	Galveston	7610
	Grapevine Lake	Deaton, Tarrant	7635
	Hagerman National Wildlife Refuge	Grayson	8315
	Hords Creek	Coleman	7750
	Joe Pool Lake	Dallas, Ellis, Tarrant	7805
	Lake Georgetown	Williamson	7625
	Lake O' the Pines	Marion, Upshur	7880
	Lake Texoma	Cooke, Grayson	8530
	Lake Waco	McLennan	8600
	Lavon Lake	Collin	7895
	Lewisville Lake	Deaton	7905
	Navarro Mills	Hill	8030
	Navarro Mills Lake	Navarro	8035

U.S. Army Corps of Engineers – Project Codes

State or Territory	Project Name	County	Project Code
TX (cont.)	O.C. Fisher Lake	Tom Green	8125
	Pat Mayse Lake	Lamar	8135
	Proctor Lake	Comanche	8280
	Sam Rayburn Lake	Angelina, Jasper, San Augustine	8375
	Somerville Lake	Lee, Washington	8435
	Stillhouse Hollow Lake	Bell	8440
	St. Joseph's Island	Aransas	8470
	Summerville Lake	Burleson	8485
	Town Bluff	Jasper	8555
	Wallisville	Chambers, Liberty	8610
	Whitney Lake	Bosque, Hill	8660
	Lake Wright	Bowie, Cass	8700
VA	A & C Canal	Chesapeake	7085
	Appomattox River	Chesterfield	7055
	Bluestone Lake	Giles	7215
	Dismal Swamp	Chesapeake	7475
	Intercoastal Waterway	Chesapeake	7785
	John H. Kerr Reservoir & Dam	Charlotte, Halifax, Mecklenburg	7815
	John W. Flanagan Reservoir	Dickenson	7825
	Philpott Lake	Franklin	8145
VT	Ball Mountain Lake	Windsor	7090
	North Springfield Lake	Windsor	8065
	Union Village	Orange	8570
WA	Bonneville Dam	Clark	7230
	Chief Joseph Dam	Douglas	7360
	Cougar Mountain Site	King	7410
	Howard A. Hanson Dam	King	
	Ice Harbor Lock & Dam	Franklin, Walla Walla	7775
	John Day Dam	Benton, Klickitat	7810
	Lake Washington Ship Canal	King	7885
	Little Goose Lock & Dam	Garfield, Whitman	7910
	Lower Monumental Lock & Dam	Whitman	7925
	Lower Snake River Fish Mitigation	Walla Walla	7935

U.S. Army Corps of Engineers – Project Codes

State or Territory	Project Name	County	Project Code
WA (cont.)	McNary Lock & Dam	Benton, Franklin, Walla Walla	7980
	Puyallup River Channel	Pierce	8295
	Wynoochee Lake	Grays Harbor	8705
WV	Beech Fork Lake	Wayne	7140
	Bluestone lake	Summers	7210
	Burnsville Lake	Braxton	7270
	East Lynn Lake	Wayne	7500
	Jennings Randolph Lake	Mineral	7795
	Kanawha River	Putnam	7840
	Ohio River	Cabell	8075
	R.D. Bailey lake	Wyoming	8330
	Stonewall Jackson lake	Lewis	8455
	Summerville Lake	Nicholas	8480
	Sutton Lake	Braxton	8495
	Tug Fork	Mingo	8560
WI	Appleton	Outagamie	7050
	Fox River	Outagamie	7575
	La Farge Reservoir-Kickapoo River	Vernon	7865
	Pool 3	Pierce	8170
	Pool 4	Buffalo, Trempealeau	8175
	Pool 5	Buffalo	8180
	Pool 7	La Crosse	8195
	Pool 8	La Crosse, Vernon	8200
	Pool 9	Crawford	8250
	Pool 10	Grant	8210
	Pool 11	Grant	8215
	Port Wing Harbor	Bayfield	8270

GUIDANCE FOR ENTERING PUBLIC CHALLENGE DATA

Use the following action codes when a protest, appeal, stay, decision, or litigation is filed for oil and gas case types:

Protest Action Codes		**Description**
298	Protest Dismissed	Enter date that protest is dismissed.
299	Protest Filed	Enter date protest filed. A protest is an objection by any person to any action proposed to be taken by the BLM that does not meet the criteria of a contest or appeal.
375	Protest Suspended	Enter date protest is suspended. Use when a protest has been filed on a case on appeal and the issuing office has no jurisdiction of the case.
949	Protest Upheld	Enter date protest upheld/accommodated.
748	Protest Withdrawn	Enter date protest is withdrawn.

Appeal Action Codes		
119	Appeal Dismissed	Enter date appeal is dismissed by appropriate authority. Enter decision citation in action remarks. If in part, note in action remarks.
120	Appeal Filed	Enter date notice of appeal filed.
930	Appeal Withdrawn	Enter date appeal is withdrawn.

Litigation Action Codes		
148	Litigation Filed	Enter date litigation action filed.
491	Litigation Completed	Enter date judicial action on the case is completed. Include civil actions in regard to adverse claims.

Stay Action Codes		
138	Stay Denied	Enter date of order issued by Interior Board of Land Appeals (IBLA) denying a stay, that is, the decision on appeal is in effect during the pendency of the appeal in IBLA.
137	Stay Granted	Enter date of order issued by IBLA granting the request for stay, that is, the effect of the decision appealed from is suspended pending the outcome of the appeal in IBLA.
136	Stay Requested	Enter date request for a stay if filed in conjunction with an appeal to IBLA. Do not use this code if full force and effect provisions of law or other regulations govern (e.g., 28 case group, and 315, 316 and 326 case types).

GUIDANCE FOR ENTERING PUBLIC CHALLENGE DATA (Continued)

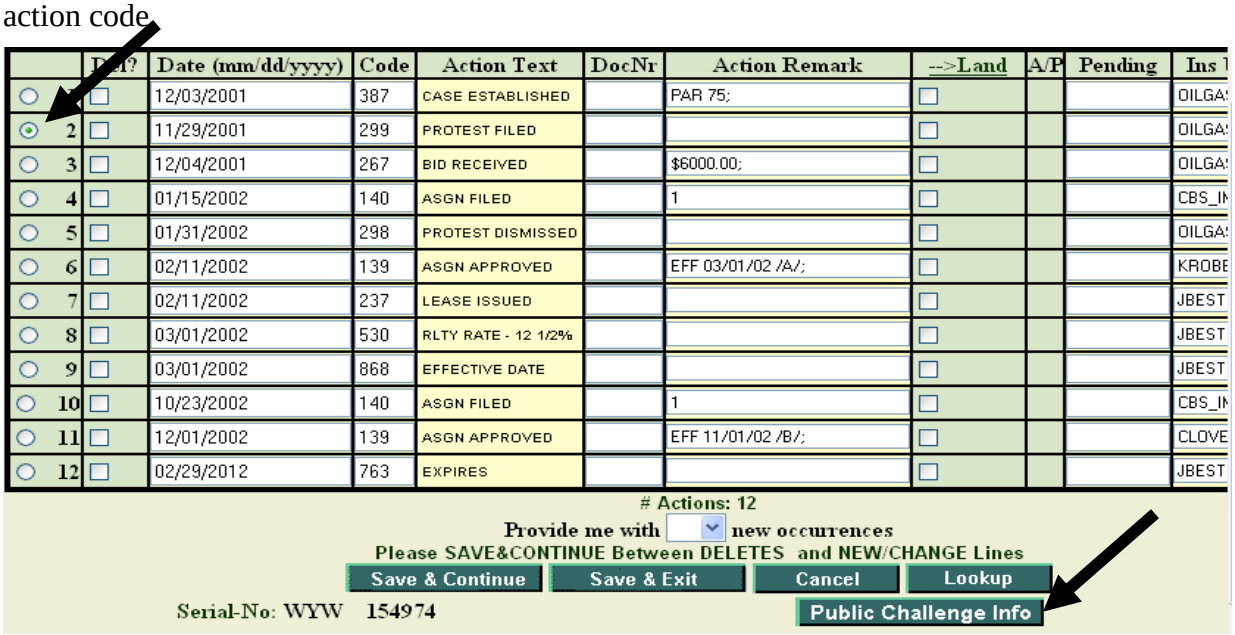
Decision Action Codes		
361	Decision Affirmed	Enter date decision is affirmed. Affirmed in part or affirmed as modified. If applicable, enter decision citation and/or "IN PART" in action remarks.
365	Decision Remanded	Enter date of decision remanding the case for further action. Enter decision citation in action remarks.
366	Decision Reversed and Remanded	Enter date a decision is reversed or reversed in part and remanded for further action. If applicable, enter decision citation and/or "IN PART" in action remarks. Tie to original decision with the alphabetical letter in action remarks.
393	Decision Issued	Enter date of decision. Use when not elsewhere specified. Enter reason in action/general remarks, if applicable.

Data Entry Instructions

When a protest, appeal, stay or litigation is filed, mandatory data must be entered in the Public Challenge Information Screen. The associated action codes are:

299 – Protest Filed
120 – Appeal Filed
136 – Stay Requested
148 – Litigation Filed

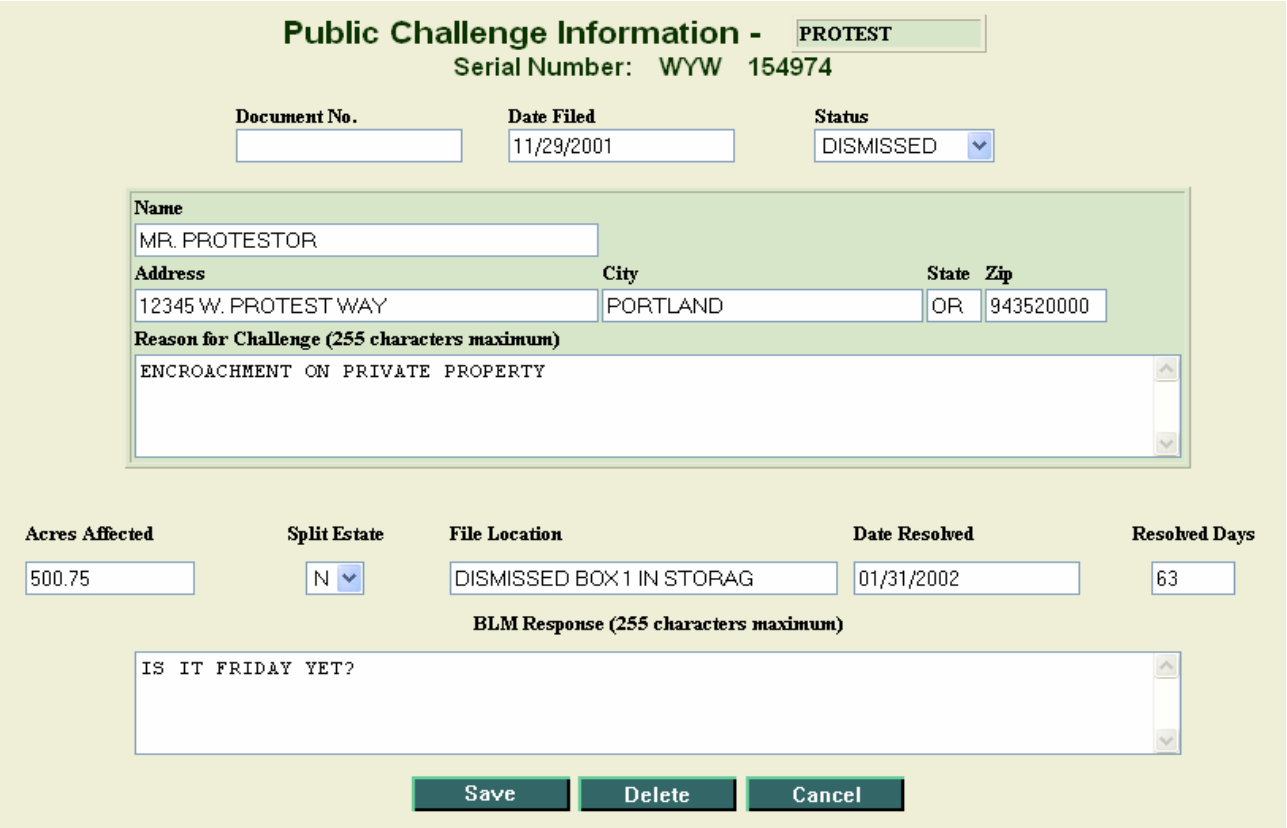
First: Enter and **"Save"** the action code in Serial Register page – case actions. While in the update actions screen, click the radio button next to the protest, appeal, stay or litigation filed action code.



	Del?	Date (mm/dd/yyyy)	Code	Action Text	DocNr	Action Remark	-->Land	A/P	Pending	Ins
		12/03/2001	387	CASE ESTABLISHED		PAR 75;				OILGA
2		11/29/2001	299	PROTEST FILED						OILGA
3		12/04/2001	267	BID RECEIVED		$6000.00;				OILGA
4		01/15/2002	140	ASGN FILED		1				CBS_I
5		01/31/2002	298	PROTEST DISMISSED						OILGA
6		02/11/2002	139	ASGN APPROVED		EFF 03/01/02 /A/;				KROBE
7		02/11/2002	237	LEASE ISSUED						JBEST
8		03/01/2002	530	RLTY RATE - 12 1/2%						JBEST
9		03/01/2002	868	EFFECTIVE DATE						JBEST
10		10/23/2002	140	ASGN FILED		1				CBS_I
11		12/01/2002	139	ASGN APPROVED		EFF 11/01/02 /B/;				CLOVE
12		02/29/2012	763	EXPIRES						JBEST

GUIDANCE FOR ENTERING PUBLIC CHALLENGE DATA (Continued)

Click **"Public Challenge Info"** button. The Public Challenge Information screen will appear as shown below:



The following data is automatically populated based on the action code.

- **Type of Challenge** (Protest, Appeal, Stay, Litigation)
- **Date Filed** is generated from the action date.
- **Resolved Days** will be calculated in calendar days, once the Date Resolved is entered by user.

User **must** enter the following data:

- **Document Number**
- **Status** (Pending, IBLA, Withdrawn, Dismissed, Denied)
- **Name, Address, City, State, Zip** of person filling challenge.
- **Reason for Challenge**
- **Acres Affected**
- **Split Estate** (Y or N)
- **File Location**
- **Date Resolved**
- **BLM Response**

GUIDANCE FOR ENTERING PUBLIC CHALLENGE DATA (Continued)

When all data has been entered click **"SAVE**". If there are no errors, the following message will be displayed at the top of the screen **"Data Was Saved Successfully."**
Click **"Cancel"** to return to the update action details screen.

PLEASE NOTE: Every public challenge received must be entered, even though more than one challenge reciting the same language as another may be received.

GUIDANCE
ENTITIES IN NONCOMPLIANCE WITH
RECLAMATION REQUIREMENT OF SECTION 17(g) of MLA

Under Department regulations at 43 CFR 3102.5-1(f), Bureau of Land Management (BLM) state offices (SO) are NOT to issue an oil and gas lease or approve an assignment or transfer to any entity shown on the current list beginning with the effective date of the violation and accorded a civil penalty assessment or a bond attachment. An entity is defined hereafter as any subsidiary, affiliate, or person, association, or corporation controlled by or under common control with the signatory, as defined in 43 CFR 3400.0-5(rr). When an entity is identified as noncompliant with the regulations or the law, the field offices (FO) are to report the matter to the SO of jurisdiction. The SO will determine whether the entity meets the legal regulatory requirements and notify all parties affiliated with the entity.

Listing on 17(g) of MLA:

1. List is only for Federal onshore oil and gas leases.
2. Entity can only be placed on the list when they fail or refuse to perform required reclamation and that failure has resulted in imposition of civil penalties or bond attachment.

Process for Listing on 17(g) of MLA:

When an entity reaches the civil penalty phase of noncompliance with reclamation or the attachment of a bond (that does not completely absolve all debt), add the entity to the list of Entities in Noncompliance with Section 17(g) of the Mineral Leasing Act (MLA).

Field or State Office:

1. The FO forwards all documentation regarding the civil penalty or bond attachment for noncompliance with reclamation requirements to the SO.
2. The SO determines if the entity meets the requirements to be placed on the list of Entities in Noncompliance with Reclamation Requirements of Section 17(g) of MLA. The entity is eligible if a:
    a. Bond is attached and balance amount still due as the bond did not cover all costs. The balance due has been billed to the entity and the entity has not paid the balance due; or
    b. Written Order with civil penalties has been assessed and provided to the entity. The entity has not paid the civil penalties or completed reclamation requirements.
3. The FO establishes documentation that will be held in a file at the appropriate SO.
4. The SO notifies each entity (including each individual identified as an officer) by certified mail of the effective date when the entity failed or refused to comply with the reclamation requirements. The SO advises the entity that no oil and gas leases will be issued or assignments or transfers of lease interest will be granted to it until the BLM authorized officer has determined that full compliance with the reclamation requirements

and reimbursement of any costs incurred by the United States has occurred (*see* Appendix 3, page 4).

5. If any entity listed on the spreadsheet has made a lease offer, the SO must reject the offer. If the entity submits conclusive evidence of compliance, the SO will rescind the rejection decision, reinstate the lease offer, with its priority restored, and process the offer. The SO will deny by decision an assignment of record title interest or transfer of operating rights. If the entity submits conclusive evidence of compliance, the SO will rescind the denial decision and process the transfer.
6. The Serial Register Page for the lease will show "Action Code 451 – Default Determined."
7. The SO transmits to the Washington Office (WO) Division of Fluid Minerals (WO-310) by email:
    a. Notification letter sent to entities; and
    b. Memorandum to WO-310 asking the entity to be posted to the list of Entities in Noncompliance with Reclamation Requirements of Section 17(g) of MLA (*see* Appendix 3, page 6).

<u>WO-310</u>:

1. WO-310 places the entity on the list of Entities in Noncompliance with Reclamation Requirements of Section 17(g) of MLA located on the WO team space site (http://teamspace/sites-wo/wo300/adjudicators) in spreadsheet format.
2. WO-310 sends a message on the BLM Fluids Forum notifying states of an entity being listed.

<u>COMPLIANCE</u>:

An entity is in compliance when:

1. The entity has paid the civil penalty and performed the required reclamation.
2. The authorized officer accepts the required reclamation performed under contract, and the entity reimburses the United States Federal Government for all costs associated with the required reclamation. Costs include (a) issuing a performance contract and (b) overseeing that contract during its life.
3. The SO receives the amount demanded under bond. If the bond is insufficient to cover the total cost, the SO will send the entity a bill for the balance. Until the entity pays the entire balance amount and the BLM accepts compliance, the BLM will not remove the entity from the list.

When the entity's noncompliance ends, the SO must notify WO-310 immediately as to the date the noncompliance ended. WO-310 will update the list accordingly. All offices are responsible to review this list when issuing leases and processing assignments and transfers.

1. Serial Register Page for the lease will show "Action Code 453 – Default Corrected."

2. The SO will notify WO-310 by email of the date of compliance to document the list of Entities in Noncompliance with Reclamation Requirements of Section 17(g) of MLA that an entity has complied with all reclamation requirements using the worksheet (*see* Appendix 3, page 7).
3. The WO-310 places the entity on a historical spreadsheet to be located on the WO team space site (http://teamspace/sites-wo/wo300/adjudicators).
4. The WO-310 sends a message on the BLM Fluids Forum notifying states that WO-310 has taken an entity off the active list and placed it on the historical list.

Leases, Assignments and Transfers:

Between the dates the BLM adds an entity to the list of Entities in Noncompliance with Reclamation Requirements of Section 17(g) of MLA and the date that the BLM removes them from the list, the BLM will not issue the entity a lease or approve an interest in a lease (assignments/transfers) to an entity in noncompliance.

1. The BLM may not deny transfers because the transferring party is on the list of Entities in Noncompliance with Reclamation Requirements of Section 17(g) of MLA.
2. The BLM may return an application made to transfer lease interests to a listed entity without action. The filing fee of any transfer so returned is nonrefundable.
3. The SOs may give a 60-day timeframe within which, if the entity becomes compliant, the entity may re-file the transfer under the retained filing fee.
4. Any lease issued, assignment, or transfer approved to a noncompliant entity is subject to administrative cancellation (43 CFR 3108.3).
5. Bona fide purchaser protection cannot be given to a subsequent transferee because either the official case record will contain a copy of the authorized officer's default determination or the BLM Case Recordation System will record the default.

Sample Letter to Entity in Noncompliance

Certified Mail
Return Receipt Requested

DECISION

Certified No._____	Certified No._____
Mr. _____	Mr. _____
_____	_____
_____	_____

Future Leasing and Record Title Assignments Prohibited

On _____, the _____Field Office of the Bureau of Land Management ordered _____ to properly plug and abandon the _____ well on lease _____ and the _____ well on lease _____. The return receipt card for the letter containing the orders indicates the operator received the letter on _____. A demand for the full amount of _____ $_____ (individual/statewide/nationwide) bond number _____ (BLM Bond No. _____) was made because they did not comply with the orders.

Section 17(g) of the Mineral Leasing Act requires that the Secretary of the Interior not issue oil and gas leases or approve any assignments or transfers of oil and gas leases to any entity (including each individual officer) that has failed or refused to comply with reclamation requirements.

You are hereby advised that _____, _____ , and _____ are prohibited from acquiring any Federal oil and gas lease interests.

You may appeal this Decision to the Interior Board of Land Appeals, Office of the Secretary, in accordance with the regulations contained in 43 CFR 4.400 and the enclosed Form 1842-1. If you appeal, you must file a Notice of Appeal in the _____ State Office at the above address within 30 days from receipt of this Decision. You must serve a copy of the Notice of Appeal and any statement of reasons, written arguments, or briefs on the Office of the Solicitor at the address shown on Form 1842-1, Information on Taking Appeals to the Interior Board of Land Appeals. Please send a copy of any statement of reasons, written arguments, or briefs to this office. The appellant must show that the appealed Decision is in error.

This Decision will become effective at the expiration of the time for filing a notice of appeal unless you timely file a petition for a stay of Decision with the notice of appeal. See 43 CFR 4.21(a) enclosed. The provisions of 43 CFR 4.21(b) defines the standards and procedures for filing a petition to obtain a stay pending appeal.

If there are any questions regarding this correspondence, you may contact _____ at _____.

Authorized Officer

Enclosures
Form 1842-1
43 CFR 4.21(a)

Example of Memorandum to WO-310 Regarding Noncompliance with 17(g)

Memorandum

To: Division of Fluid Minerals

From: Deputy State Director, Lands, Energy and Minerals

Subject: Entities in Noncompliance with Reclamation Requirements Section 17(g) of the Mineral Leasing Act

Title 43 CFR 3102.5-1(f) states an entity is in noncompliance with the reclamation provisions of the Reform Act effective the date the Bureau of Land Management (BLM) imposes a civil penalty or attaches a bond for reclamation purposes.

On _____, the BLM made a demand against _____ (*state what was done – bond attached – civil penalties assessed*) for failure to plug _____ on oil and gas lease _____.

Add _____ to the list of Entities in Noncompliance with Reclamation Requirements of Section 17(g) of the Mineral Leasing Act.

Please direct any questions regarding this memorandum to _____ at _____, email _____ or fax number _____.

Attachment(s)

1 – Letter dated _____ to entity(s)

2 – Worksheet

Worksheet

Entities in Noncompliance with Reclamation Requirements of Section 17(g) of MLA

Date Reclamation Corrected _____
Effective Date Civil Penalty
Or Bond Attached _____
Lease Serial Number _____
Well Number(s) _____
_____
_____
_____

Assessed Dollar Amount _____
Field Office and State _____
Name (person, association,
corporation, or any subsidiary
or affiliate) _____
Address _____
City, State, Zip Code _____
Entity Contact Name

Name	Pres/Vice Pres/Sec/Treas/etc.	Phone

Remarks:

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