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925

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
OFFER TO LEASE AND LEASE FOR OIL AND GAS


Serial No. **COC70916**

The undersigned (reverse) 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), the Attorney General's Opinion of April 2, 1941 (40 Op. Atty. Gen. 41), or the

READ INSTRUCTIONS BEFORE COMPLETING

1. Name
Street **DJ RESOURCES INC**
City, State, Zip Code **ONE RIVERWAY**
STE 1870
HOUSTON, TX 77056-

2. This application/offer/lease is for: (Check only One) PUBLIC DOMAIN LANDS ACQUIRED LANDS (percent U.S. interest 100)
Surface managing agency if other than BLM: _____ Unit/Project _____
Legal description of land requested: _____ *Parcel No.: _____ *Sale Date (m/d/yr): 5 / 10 / 2007
*SEE ITEM 2 IN INSTRUCTIONS BELOW PRIOR TO COMPLETING PARCEL NUMBER AND SALE DATE.
T. _____ R. _____ Meridian _____ State _____ County _____


3546925 04/11/2008 12.05P Weld County, CO
1 05 1 F 1.00 D 0.00 Steve Moreno Clerk & Recorder

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

DO NOT WRITE BELOW THIS LINE

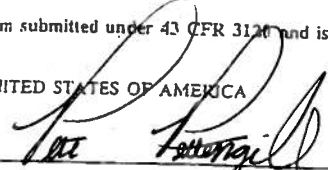
3. Land included in lease:
T. **9 N** R. **62 W** Meridian **6TH PM** State **Colorado** County **Weld**
Sec.29 : **S2NE,SE;** Sec.31 : **SE;** Sec.32 : **ALL;**

Total acres in lease 1,040.000
Rental retained \$ 1,560.00

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 
LAND LAW EXAMINER (Title)
MAR - 4 2008 (Date)
APR - 1 2008 (Date)
EFFECTIVE DATE OF LEASE _____

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 100,000 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. 18 U.S.C. Sec. 1001 makes 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.

Duly executed this 13 day of March, 19 2008. 
(Signature of Lessee or Attorney-in-fact)

LEASE TERMS

Sec. 1. Rentals—Rentals shall 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 shall be paid on the production allocated to this lease. However, annual rentals shall continue to be due at the rate specified in (a), (b), or (c) 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) shall 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. Royalties—Royalties shall be paid to proper office of lessor. Royalties shall 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 shall be due and payable on the last day of the month following the month in which production occurred. When paid in kind, production shall be delivered, unless otherwise agreed to by lessor, in merchantable condition on the premises where produced without cost to lessor. Lessee shall not be required to hold such production in storage beyond the last day of the month following the month in which production occurred, nor shall 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 shall 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 shall 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 shall 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.

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

Sec. 4. Diligence, rate of development, unitization, and drainage—Lessee shall exercise reasonable diligence in developing and producing, and shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall be maintained in lessee's accounting offices for future audit by lessor. Lessee shall 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 shall 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 shall 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 shall 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 shall be conditioned so as to prevent unnecessary or unreasonable interference with rights of lessee.

Prior to disturbing the surface of the leased lands, lessee shall 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 shall immediately contact lessor. Lessee shall 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 to 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 shall include in any contract of sale of gas the provisions of this section.

Sec. 9. Damages to property—Lessee shall pay lessor for damage to lessor's improvements, and shall save and hold 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 shall: 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 at 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 shall comply with section 28 of the Mineral Leasing Act of 1920.

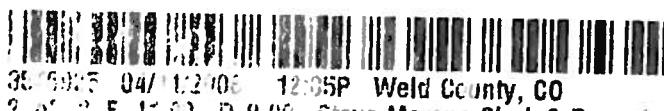
Lessee shall comply with Executive Order No. 11246 of September 24, 1965, as amended, and regulations and relevant orders of the Secretary of Labor issued pursuant thereto. Neither lessee nor lessee's subcontractors shall maintain segregated facilities.

Sec. 11. Transfer of lease interests and relinquishment of lease—As required by regulations, lessee shall 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 shall 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 shall 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 shall be subject to 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 shall 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 shall not prevent later cancellation for the same default occurring at any other time. Lessee shall be subject to applicable provisions and penalties of FOGRMA (30 U.S.C. 1701).

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



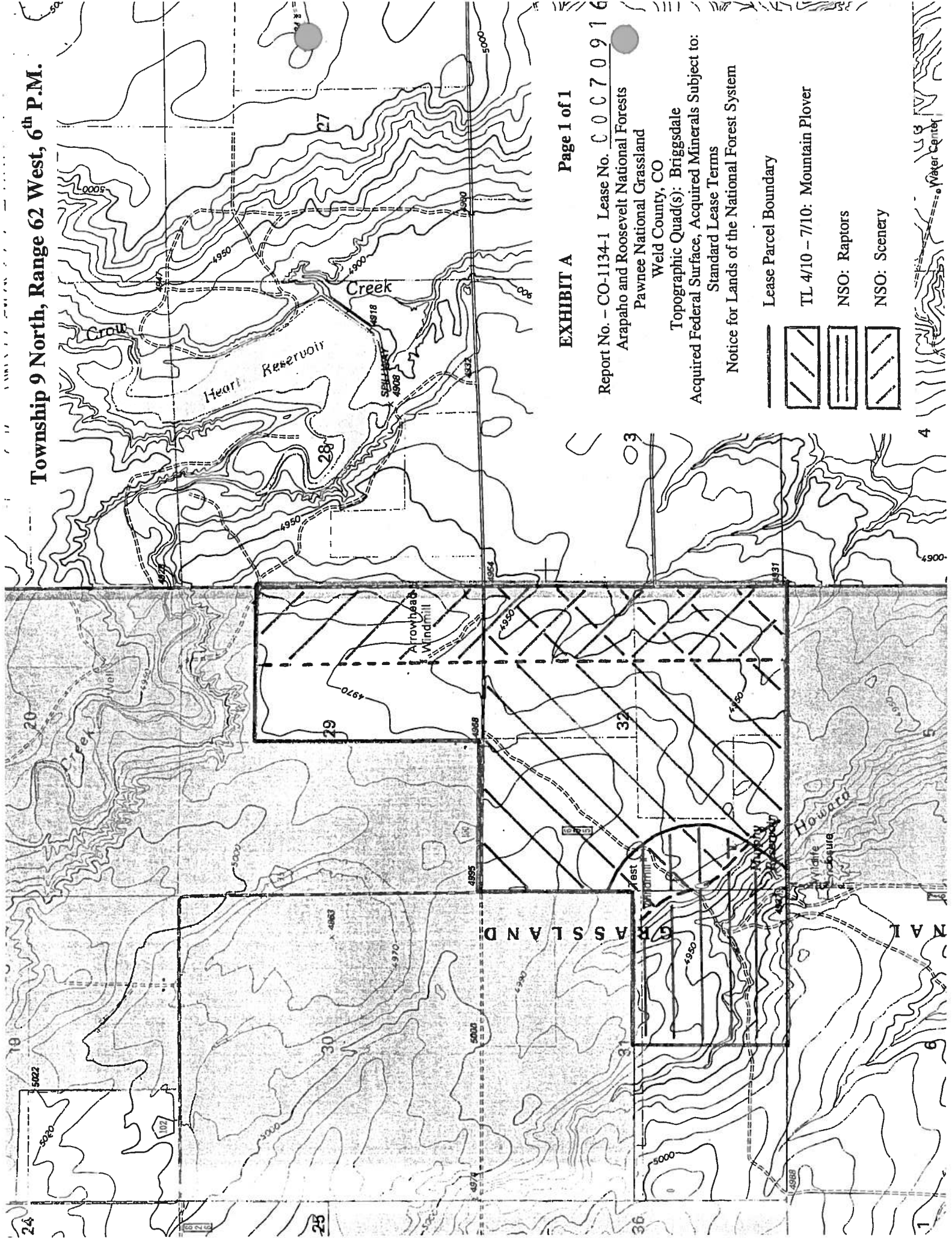


EXHIBIT A Page 1 of 1

Report No. - CO-1134-1 Lease No. C0C70916

Arapaho and Roosevelt National Forests
Pawnee National Grassland
Weld County, CO

Topographic Quad(s): Briggsdale
Acquired Federal Surface, Acquired Minerals Subject to:
Standard Lease Terms

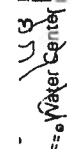
Notice for Lands of the National Forest System

Lease Parcel Boundary

TL 4/10 - 7/10: Mountain Plover

NSO: Raptors

NSO: Scenery



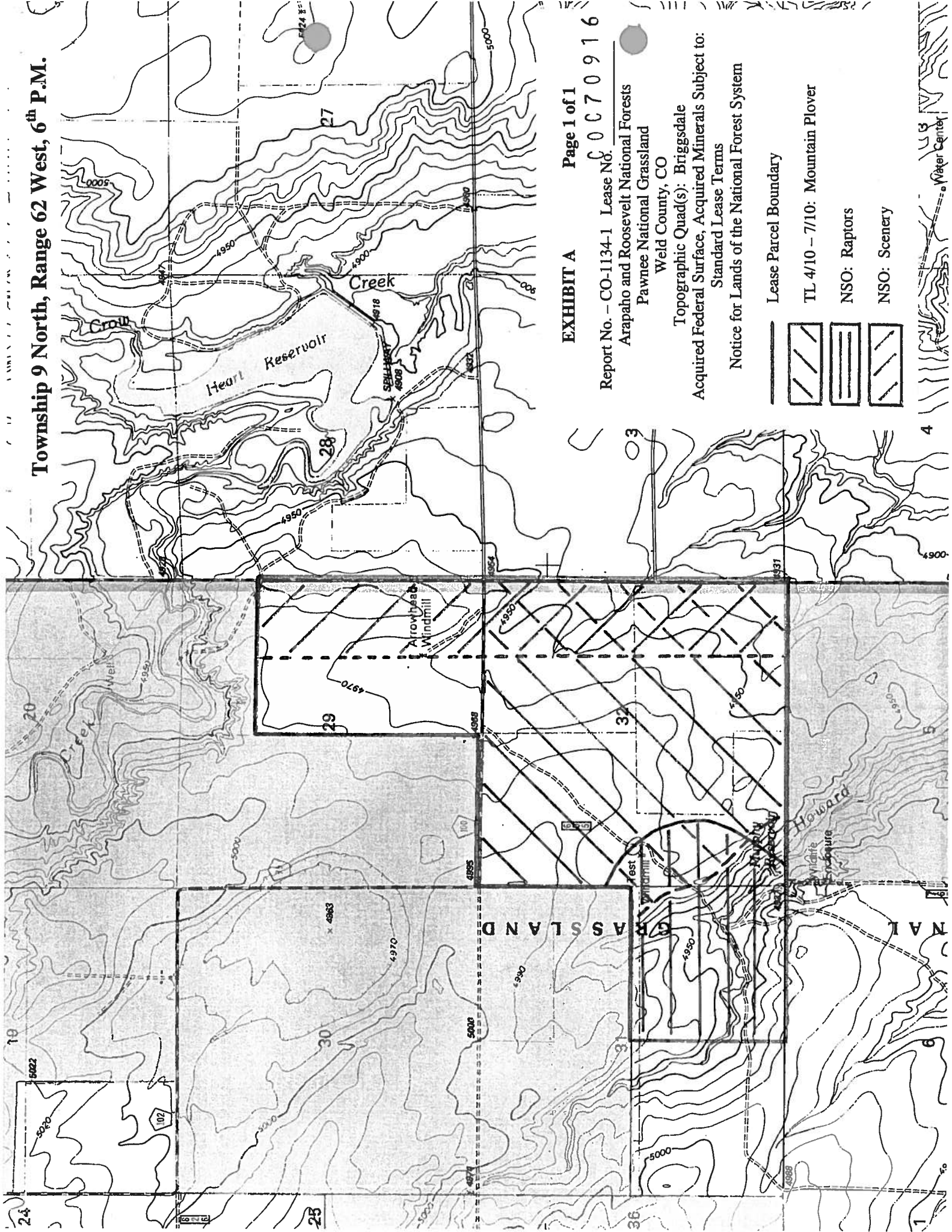


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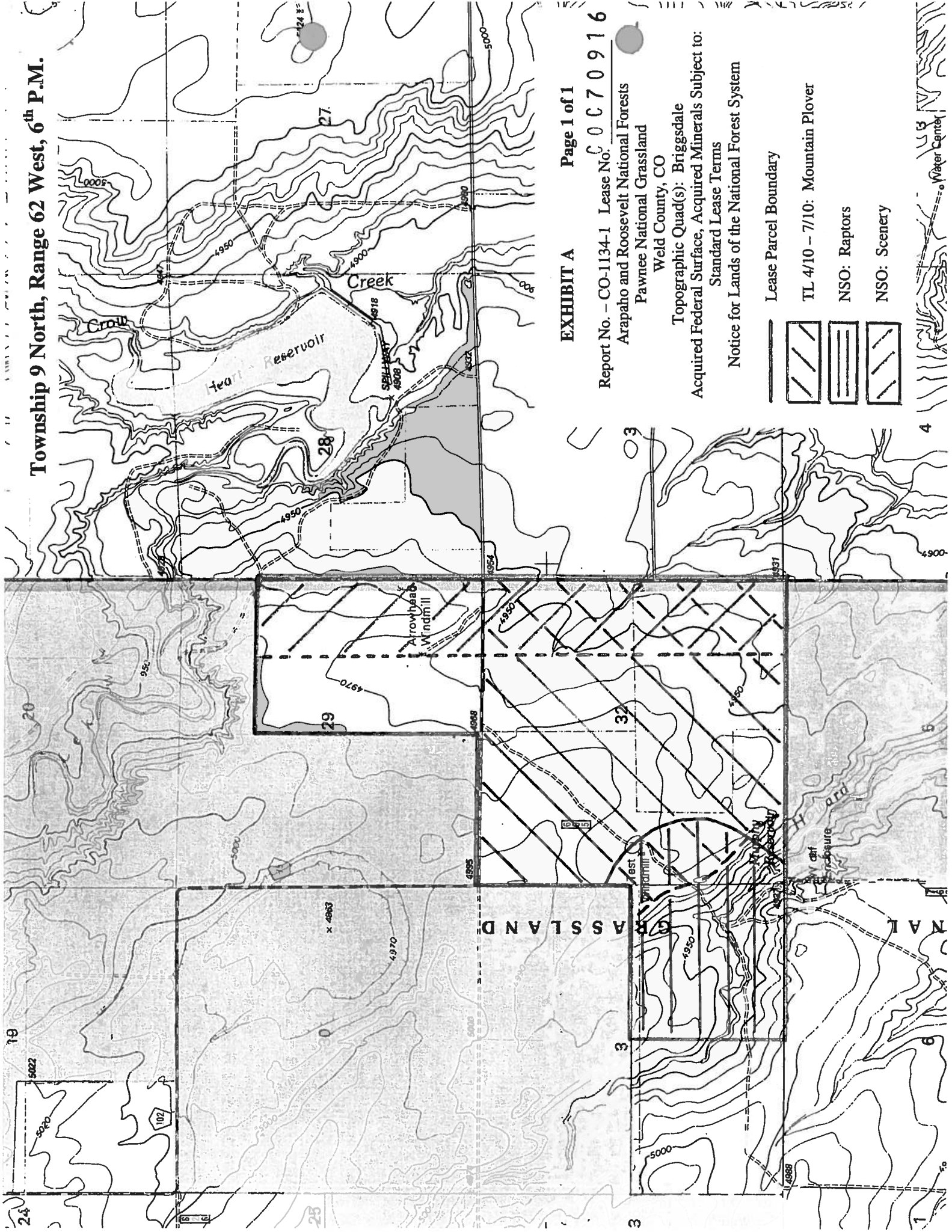


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Water Center

OIL AND GAS LEASE PARCEL – VERIFICATION AND VALIDATION OF STIPULATIONS

Forest: Arapaho and Roosevelt
 District: Pawnee National Grassland

Serial No: C 0 C 7 0 9 1 6
 Report No: CO-1134-1

	Stip No	Stip Yes (Type ¹)	Remarks ¹	Verified ³ (Initials & Date)
Classified Areas (by basis for classification)				
Scenic (state site-specific concerns)	X			
Historical	X			
Botanical	X			
Zoological	X			
Paleontological	X			
Geological	X			
Archaeological	X			
Research Natural Area	X			
Special Interest Area	X			
Scenic and Historic Byway		NSO		JFO – 8/7/06
Prairie Woodlands	X			
Slopes				
Greater than 40%	X			
Greater than 60%	X			
High Erosion Hazard	X			
High Geologic Hazard	X			
Areas with Extremely Sensitive/Unstable:				
Soils	X			
Water	X			
Wetlands and/or Riparian Lands	X			
Geological Situations	X			
Low VAC + Retention VQO	X			
Retention VQO	X			
Threatened & Endangered Species				
Identify species:	X			
Sensitive/Management Indicator Species				
Mountain plover		TL		JFO – 8/7/06
Raptors (Ferruginous & Swainson's hawks, Prairie Falcon, Golden Eagle)		NSO		JFO – 8/7/06
Black-tailed Prairie Dog		LN	Potential Habitat	JFO – 8/7/06
Critical Wildlife Habitat Identified in Forest Plan				
Specify:	X			
Developed Recreation Sites				
Recreation Opportunity Spectrum	X			
Primitive	X			
Semi-Primitive Motorized	X			
Semi-Primitive Nonmotorized	X			
Range Improvements		LN		JFO – 8/7/06
Travel Restrictions Per Travel Management Plan	X			
Areas Eligible for Inclusion on National Register (NRHP)				
Identify eligible areas:	X			
Special Use Occupancies		LN		JFO – 8/7/06
Other Unique Characteristics or Concerns	X			

¹ Stipulation Types: NSO (No Surface Occupancy), CSU (Controlled Surface Use), TL (Timing Limitation)

² Include specific information about stipulations and identify and describe Lease Notices, if any

³ Specialist should check leasing decision and decision maps, resource inventory maps, other applicable maps and information, and conditions on the ground if applicable and necessary to verify need or no need for stipulations and Lease Notices

REGION 2
NEPA VALIDATION AND VERIFICATION FORM 36 CFR 228.102 (e) (1)
for
Oil and Gas Leasing

I. INTRODUCTION

- A. FOREST: Arapaho and Roosevelt National Forest**
DISTRICT: Pawnee National Grassland

Legal description of the proposed lease parcel with:

ACQUIRED FEDERAL SURFACE/ACQUIRED MINERALS

T.9N., R.62W., 6th P.M.

Sec. 29: S2NE, SE

Sec. 31: SE

Sec. 32: ALL

B. LAND STATUS

1. Is the parcel or portions of the parcel administratively unavailable for leasing? () YES (X) NO
If yes, reason for unavailability:

2. Lease proposal:

Includes private land with Federal minerals () YES (X) NO

If yes, are NFS issues involved () YES () NO

If yes, attach Forest Service issues and recommendations for private lands. NFS recommendations to BLM for private lands are not binding or subject to appeal.

II. NEW INFORMATION 36 CFR 228.102 E 1

- A. Has leasing been adequately addressed in a NEPA document? (X) YES () NO

Name of Documents: Final Environmental Impact Statement and Record of Decision for the Arapaho and Roosevelt National Forests and Pawnee National Grassland 1997 Revised Land and Resource Management Plan; Final Environmental Impact Statement for Management Strategy for Mountain Plover, March 1994.

- B. Is there significant new information or circumstances as defined in 40 CFR 1502.9 requiring additional environmental analysis? () YES (X) NO

If yes, additional NEPA required:

- C. Is leasing this parcel consistent with the Forest and Grassland Resource Management Plan? (X) YES () NO

- D. Are conditions of occupancy properly included as stipulations in the resulting lease? (X) YES () NO

- E. Are operations and development allowable on the proposed lease except where stipulations will prohibit all surface occupancy? (X) YES () NO

**III. SUMMARY OF VERIFICATION ANALYSIS AND RECORD OF
CONSENT/DENIAL TO LEASE:**

- () A. Consent to issuance of the lease subject to Standard Lease Terms (SLT) and Forest Service Notice for Lands of the National Forest System Under Jurisdiction of Department of Agriculture (R2-FS-2820-13 (92)).
- (X) B. Consent to issuance of the lease subject to Standard Lease Terms (SLT) and Forest Service Notice for Lands of the National Forest System Under Jurisdiction of Department of Agriculture (R2-FS-2820-13 (92)) and the following stipulations:
 - X No Surface Occupancy Stipulation NSO – Raptors and Scenery
 - X Timing Limitation Stipulation TL – Mountain Plover
 - Controlled Surface Use Stipulation CSU
 - X Lease Notice(s) LN – Black-tailed Prairie Dog Habitat, Special Uses, Range Improvements
- () C. Object (deny) to lease for all or part of the proposed lease area (description of denied area and reason for denial attached)
- () D. See Additional Information Worksheet for Analysis on Issuance of Leases on Private Surface.

IV. PREPARED BY:

John F. Oppenlander
Minerals Specialist

Pawnee National Grassland
Unit

8/5/2006
Date

V. CONCURRENCE:

Jaqueline L. Park
Forest Supervisor

Arapaho and Roosevelt
National Forests and
Pawnee National Grassland
Unit

8/16/06
Date

MINIMUM ATTACHMENTS

- Parcel Map 7.5 min.
- Required Stipulations
- Lease Notices
- Check List (optional)
- Lease Denial – if applicable

NOTICE FOR LANDS OF THE NATIONAL FOREST SYSTEM
UNDER JURISDICTION OF
DEPARTMENT OF AGRICULTURE

The permittee/lessee must comply with all the rules and regulations of the Secretary of Agriculture set forth at Title 36, Chapter II, of the Code of Federal Regulations governing the use and management of the National Forest System (NFS) when not inconsistent with the rights granted by the Secretary of Interior in the permit. The Secretary of Agriculture's rules and regulations must be complied with for (1) all use and occupancy of the NFS prior to approval of a permit/operation plan by the Secretary of the Interior, (2) uses of all existing improvements, such as forest development roads, within and outside the area permitted by the Secretary of the Interior, and (3) use and occupancy of the NFS not authorized by a permit/operation plan approved by the Secretary of the Interior.

All matters related to this stipulation are to be addressed to:

District Ranger, Pawnee National Grassland
660 "O" Street
Greeley, CO 80631
(970) 346-5000

who is the authorized representative of the Secretary of Agriculture.

NOTICE

CULTURAL AND PALEONTOLOGICAL RESOURCES - The FS is responsible for assuring that the leased lands are examined to determine if cultural resources are present and to specify mitigation measures. Prior to undertaking any surface-disturbing activities on the lands covered by this lease, the lessee or operator, unless notified to the contrary by the FS, shall:

1. Contact the FS to determine if a site specific cultural resource inventory is required. If a survey is required, then:
2. Engage the services of a cultural resource specialist acceptable to the FS to conduct a cultural resource inventory of the area of proposed surface disturbance. The operator may elect to inventory an area larger than the area of proposed disturbance to cover possible site relocation which may result from environmental or other considerations. An acceptable inventory report is to be submitted to the FS for review and approval at the time a surface disturbing plan of operation is submitted.

3. Implement mitigation measures required by the FS and BLM to preserve or avoid destruction of cultural resource values. Mitigation may include relocation of proposed facilities, testing, salvage, and recordation or other protective measures. All costs of the inventory and mitigation will be borne by the lessee or operator, and all data and materials salvaged will remain under the jurisdiction of the U.S. Government as appropriate.

The lessee or operator shall immediately bring to the attention of the FS and BLM any cultural or paleontological resources or any other objects of scientific interest discovered as a result of surface operations under this lease, and shall leave such discoveries intact until directed to proceed by FS and BLM.

ENDANGERED OR THREATENED SPECIES - The FS is responsible for assuring that the leased land is examined prior to undertaking any surface-disturbing activities to determine effects upon any plant or animal species listed or proposed for listing as endangered or threatened, or their habitats. The findings of this examination may result in some restrictions to the operator's plans or even disallow use and occupancy that would be in violation of the Endangered Species Act of 1973 by detrimentally affecting endangered or threatened species or their habitats.

The lessee/operator may, unless notified by the FS that the examination is not necessary, conduct the examination on the leased lands at his discretion and cost. This examination must be done by or under the supervision of a qualified resource specialist approved by the FS. An acceptable report must be provided to the FS identifying the anticipated effects of a proposed action on endangered or threatened species or their habitats.

**NO SURFACE OCCUPANCY STIPULATION
RAPTOR NEST SITES**

No surface occupancy or use is allowed on portions or all, which ever is applicable, of the lands described below (legal subdivision or other description) and as shown on the attached map, Exhibit A.

T. 9 N., R. 62 W., 6th PM
Sec. 31: SE;
Sec. 32: SWNW, W2SW;

For the purpose of:

Protecting active raptor nest sites for nesting, hatching, brooding and fledging. A 500 meter buffer is provided in this stipulation.

Conditions for Waivers, Exceptions or Modifications:

A waiver or exception may be considered if the nest site becomes unusable (for example, the tree holding the nest falls over and is no longer usable), or the nest is not used for five years and is considered inactive, or topography precludes the need for the 500 meter buffer.

Any changes to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes. (For guidance on the use of this stipulation, see BLM Manual 1624 and 3101 or FS Manual 1950 and 2820).

**NO SURFACE OCCUPANCY STIPULATION
PAWNEE PIONEER TRAILS SCENIC AND HISTORIC BYWAY**

No surface occupancy or use is allowed on portions or all, which ever is applicable, of the lands described below (legal subdivision or other description) and as shown on the attached map, Exhibit A.

T.9N., R.62W., 6th PM

Sec. 29: SENE, E2SE

Sec. 32: E2E2

For the purpose of:

Protecting the scenic values and settings for which the area was designated, including routes and Scenic and Historic Byways on the Pawnee National Grassland.

Conditions for Waivers, Exceptions or Modifications:

An exception may be considered if topography allows facilities that maintain scenic values and the mitigation is acceptable to the Forest Service.

Any changes to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes. (For guidance on the use of this stipulation, see BLM Manual 1624 and 3101 or FS Manual 1950 and 2820).

R2-FS-2820-15 (92)

Serial No.: C O C 7 0 9 1 6
Report No.: CO-1134-1

**TIMING LIMITATION STIPULATION
MOUNTAIN PLOVER NESTING HABITAT**

No surface use is allowed during the following time period(s). This stipulation does not apply to operation and maintenance of producing wells and production facilities.

Drilling, other construction, or well plugging or abandonment activities are prohibited between April 10 and July 10.

On portions or all, which ever is applicable, of the lands described below and as shown on the attached map, Exhibit A:

T.9N., R.62W., 6th PM

Sec. 31: NESE

Sec. 32: ALL

For the purpose of:

Protecting nesting habitat for the mountain plover from the effects of drilling and other construction activities.

Any changes to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes. (For guidance on the use of this stipulation, see BLM Manual 1624 and 3101 or FS Manual 1950 and 2820).

R2-FS-2820 (92)

Serial No.: C 0 C 7 0 9 1 6
Report No.: CO-1134-1

**LEASE NOTICE
BLACK-TAILED PRAIRIE DOG HABITAT**

The US Fish and Wildlife Service has listed the black-tailed prairie dog as “warranted, but precluded”, meaning information exists that supports listing the species as threatened or endangered, but a formal proposal for listing will not be done at this time. The lessee is advised that while there are currently no prairie dogs in the lease area, the species could move into the area during the duration of the lease. This could result in the requirement for lessee-funded surveys, avoidance of the town(s), or other restrictive measures in the future.

R2-FS-2820 (92)

Serial No.: C 0 C 7 0 9 1 6
Report No.: CO-1134-1

**LEASE NOTICE
RANGE IMPROVEMENTS**

The lands included in this lease are all part of active Range Allotments and may contain a variety of range improvements. These include, but are not limited to, range fences, windmills, electric wells, stock tanks, above or below ground pressure tanks, and water pipelines. The location of these improvements often affects the siting of oil and gas wells, pipelines, production facilities, access roads, and other infrastructure related to any proposed oil and gas development(s).

R2-FS-2820 (92)

Serial No.: C 0 C 7 0 9 1 6
Report No.: CO-1134-1

**LEASE NOTICE
SPECIAL USE AUTHORIZATIONS**

The lands included in this lease are covered by one or more Special Use Authorizations that permit a variety of improvements. These include, but are not limited to, oil and gas pipelines, water pipelines, electric transmissions lines, communication towers, fiber optics cables, phone lines, etc. The location of these improvements often affects the siting of oil and gas wells, pipelines, production facilities, access roads, and other infrastructure related to any proposed oil and gas development(s).