

Attachment 4: Template Leases

This mitigation lease template is applicable for a mitigation bank, conservation bank, in-lieu fee program, or a compensatory mitigation project that is large, complex, or of long duration, or when a mitigation lease is determined to be necessary by the BLM Authorized Officer. This lease template may be modified as appropriate.

**UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT**

CXXXXXXXXXX

MITIGATION LEASE

**Federal Land Policy and Management Act of 1976
(FLPMA, 90 Stat. 2743, 43 U.S.C. 1701 et seq.)**

THIS MITIGATION LEASE ("Lease") No. **CXXXXXXXXXX** is made and entered into this _____ day of _____, 20____, under the Federal Land Policy and Management Act (FLPMA) of 1976 as amended (43 U.S.C. 1701, et seq.) and the implementing regulations at 43 CFR 6102.4 by the United States Department of the Interior, Bureau of Land Management ("Lessor"), in favor of **[insert name of lessee]** ("Lessee"), with reference to the following facts:

PREAMBLE

Lessor is the United States of America, acting through the Authorized Officer of the Bureau of Land Management (BLM), an agency responsible for managing the use, occupancy, and development of the public lands under principles of multiple use and sustained yield (43 U.S.C. 1732).

Lessee is **[insert name of lessee]**, a **[insert type of entity (e.g., a NGO or LLC) and briefly describe their purpose/qualifications for implementing a mitigation program or project and need for a mitigation lease]**

Lessor grants this Lease to Lessee for the purpose of restoring resources or implementing other mitigation measures to benefit resources on public lands as compensatory mitigation to offset impacts to similar resources elsewhere resulting from other land use authorizations issued under **[cite the source of the compensatory mitigation obligation]**. More specifically, for the **[briefly state the mitigation measures to be implemented and the resources to be benefited by those mitigation measures]** on public lands managed by the BLM and identified in this Lease as the "Mitigation Site."

Lessee is responsible for funding the **[state the mitigation measures to be implemented, for example: restoration or invasive species control]**, and protecting the Mitigation Site. The **[state the mitigation outcomes, for example: restored wetlands, riparian areas, and floodplains or rehabilitated greater sage grouse habitat]** will be developed for use as a Mitigation Site by **[insert name/type of entities allowed to use the Mitigation Site to offset their impacts]** to meet

compensatory mitigation obligations they have in connection with BLM or other agency authorizations to offset unavoidable adverse impacts to [specify the particular resources (e.g., species or type of habitat)].

Consistent with section 302 of FLPMA, authorization by Lessor for the [state the mitigation outcomes, for example: restored wetlands, grasslands, or habitat] on public lands will further the goal of achieving multiple use, sustained yield, and other objectives provided by law. This authorized use of public lands under 43 CFR 6102.4 is consistent with the overall public mission of the BLM and public demand.

The Mitigation Site is currently an impaired, non- or low-functioning ecological resource. [Briefly describe current conditions]. The Mitigation Site will be limited to the area shown on the map and as described by the legal description provided as Exhibit A attached to this Lease and incorporated in it by this reference. The BLM has not allocated resources to improve the site, nor is it likely to do so in the future. The Mitigation Site will be leased to Lessee at fair market value as provided for at 43 CFR 6102.5.1(f) to complete mitigation measures and monitor and manage the Mitigation Site for the term of the Lease.

Mitigation measures accomplished as a result of this lease will benefit parties that are approved by the BLM and any other authorizing agencies to rely on compensatory mitigation to offset their project's impacts to the same resources the mitigation measures protect or enhance. The BLM and the public will benefit from this mitigation lease through improved conditions on public lands such as [briefly list the improvements to the resources].

A Development Plan, Management Plan and any other applicable documents for the Mitigation Site will be submitted to the BLM and any other applicable agencies for approval prior to any ground disturbance. All necessary permits for the mitigation program or project will be obtained by the Lessee and its contractors prior to any ground disturbance.

DEFINITIONS

Authorized Officer means any employee of the BLM to whom has been delegated the authority to perform the duties described in 43 CFR 6102.4, including the authority to execute and administer this Lease. Generally, unless otherwise indicated, such authority may be exercised by the Field Manager or District Manager for the relevant public lands.

Decision Document means a formal agency decision, such as a Decision Record or Record of Decision, or other program-specific decision documentation.

Development Plan means a detailed plan for the restoration, monitoring, and interim management of the Mitigation Site, to be implemented until the restoration project has met all performance criteria and the Management Plan is in effect.

Land Use Plan means resource management plans or management framework plans prepared by the BLM pursuant to its land use planning process.

Lease Monitor means the qualified land manager, such as an accredited land trust or other environmental non-profit organization, or State resource agency that provides oversight for the Mitigation Site, ensuring compliance with the terms and conditions of this Lease.

Mitigation Agreement or Instrument means a legal document signed by an Authorized Officer of the BLM and any other applicable parties, including the Lessee, that outlines the terms and conditions and roles and responsibilities of an arrangement between parties.

Management Plan means a detailed plan for the long-term stewardship of the Mitigation Site, to be implemented for the remaining duration of the Lease, after all performance criteria identified in the Development Plan have been met. The Management Plan includes tasks such as monitoring, maintenance, reporting, and other administrative tasks.

Mitigation Site means the parcel or parcels of land legally described in Exhibit A and authorized for the land use specified in this Lease.

Permittee means any person or other legal entity that has a valid permit, right-of-way grant, lease, or other land use authorization.

Public Lands means any surface estate or interests in surface estate owned by the United States and administered by the Secretary of the Interior through the BLM without regard to how the United States acquired ownership.

Restoration means the process or act of conservation by passively or actively assisting the recovery of an ecosystem that has been degraded, damaged, or destroyed to a more natural, native ecological state.

COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS

SECTION 1 – BASIC AGREEMENT

- A. The United States of America, hereinafter referred to as the “Lessor,” acting through the Authorized Officer of the Bureau of Land Management, hereby grants a Lease to [name the individual or entity], hereinafter referred to as “Lessee” for the purposes set forth herein. This Lease is issued for the use of public land, pursuant to Section 302 of FLPMA, as a Mitigation Site to be used for compensatory mitigation (43 CFR 6102.4). More specifically, the purpose of this Lease is to restore or implement other mitigation measures on Federal lands managed by the Bureau of Land Management (BLM) and identified in this Lease as the “Mitigation Site.” The Mitigation Site is generally described as follows:

[Provide a general description of the location of the Mitigation Site. Provide a brief description of the impaired resources to be restored or other mitigation

measures to be implemented, including a quantitative value (e.g., 120 acres or 1.5 stream miles) if applicable.]

The mitigation measures implemented on the lease site will be limited to the Mitigation Site as shown on the map(s) and as described by the legal description(s) provided in Exhibit A (attached).

The Mitigation Site is to be used solely by the Lessee, and parties that will rely on the compensatory mitigation available to offset adverse impacts to resources resulting from construction projects that have adverse impacts on resources regulated under [list all applicable Federal, state, and local laws], when use of compensatory mitigation is permitted/authorized by the agencies that administer those laws.

- B. [Include this paragraph if the mitigation site is a bank, in-lieu fee program, or mitigation project being developed in advance of its use by other authorized land users.] The Mitigation Site may be used as compensatory mitigation to offset adverse impacts to resources within the same geographic “Service Area” identified as depicted in Exhibit D (attached). The Lessee may provide compensatory mitigation to parties outside the Service Area if approved by the BLM and any other applicable authorizing agencies.
- C. If the Lessee is also one of the construction project permittees for which the compensatory mitigation is required, the Lessee will enter into an agreement with a qualified land manager, such as an accredited land trust, or other environmental non-profit organization approved by the BLM, hereafter the “Lease Monitor,” that will provide oversight for the Mitigation Site.
- D. The Lease Monitor will provide annual reports to the BLM Authorized Officer and any other officials at applicable regulatory agencies that require compliance information on the conditions at the Mitigation Site. Reports will include information on Lessee’s compliance with the terms and conditions of this Lease, the effectiveness of the restoration project, and ongoing monitoring and management at the Mitigation Site.
- E. The BLM has not allocated resources to improve [identify habitat or other resource that would be addressed by mitigation measures] on these sites, nor does the BLM expect to do so in the foreseeable future.

SECTION 2 – LESSEE RIGHTS AND RESPONSIBILITIES

- A. To accomplish the purposes of this Lease, Lessor hereby grants and conveys the following rights to Lessee:
 - 1. To restore or implement other mitigation measures to preserve functions and values on the Mitigation Site in accordance with the Mitigation Lease Development Plan (Exhibit B) approved by Lessor and [list any other applicable authorizing agencies].

Mitigation Site activities may include [briefly describe the mitigation measures to be implemented].

2. To take actions as needed to protect and maintain the Mitigation Site as described in the Mitigation Lease Development Plan (Exhibit B). The restored habitat or other mitigation measures implemented may be used as compensatory mitigation for offsetting impacts to similar resources elsewhere if authorized by the BLM and any other agencies responsible for regulating those resources. Other uses of the public land by the Lessee are prohibited unless authorized by a separate land use authorization.
 3. To monitor and manage the Mitigation Site in accordance with the Management Plan (Exhibit C) approved by Lessor and [list any other applicable authorizing agencies] to ensure compensatory mitigation goals and objectives have been met and continue to be maintained for at least the duration of the lease term.
- B. Except as required by law, Lessor will not undertake or authorize any activity on or use of the Mitigation Site that is incompatible with the purposes of this Lease.
- C. After the Mitigation Lease Development Plan has been successfully implemented, Lessee will ensure the Mitigation Site is maintained in accordance with the Management Plan (Exhibit C). The Management Plan will include specific direction on monitoring and reporting, a process for adaptive management, and a process for remedying any unexpected issues that arise and cannot be resolved through the adaptive management process. Annual lease activity reports will include any adaptive management recommendations for remedies if the Mitigation Site does not meet performance criteria or standards as described in the Development and Management plans. Lessee will provide a copy of the annual lease activity report each year to Lessor, any other authorizing agencies, and the Lease Monitor.
- C. To ensure that the purposes of this Lease are accomplished, Lessee and its successors and assigns shall:
1. Perform, at a minimum on an annual basis, monitoring inspections of the Mitigation Site as described in the Management Plan; and
 2. Prepare reports on the results of the monitoring inspections and provide these reports to the Lessor and any other authorizing agencies on an annual basis.
 3. In the event that the Lessee's interest in this Lease reverts to, or is transferred to the United States of America, terms of this paragraph C shall not apply.
- D. [Include this paragraph if there is a Lease Monitor] Lessee will allow and will not impede the Lease Monitor or its authorized representatives' right of ingress and egress to and from the Mitigation Site for the purpose of inspecting, restoring, monitoring, and maintaining the Mitigation Site.

- E. The Lessee shall not use the public lands for any purposes other than those specified in this Lease and as described in the Mitigation Lease Development Plan and the Management Plan for the Mitigation Site without the approval of the Authorized Officer.
- F. Other than the improvements proposed in the Mitigation Lease Development Plan (Exhibit B), no other improvements or alterations to the Mitigation Site are authorized. Written consent shall be obtained by the Lessee through an appropriate authorization from the BLM, such as an amendment to this Lease or a separate authorization, prior to the construction of any improvement or structure or any other surface disturbance not specifically authorized.
- G. Consistent with 43 CFR 2807.19(a), all property improvements may be retained as property of the United States when the lease terminates, or the BLM may require improvements to be removed within a reasonable time.
- H. The Lessee shall conduct all activities under the Lease in a manner that minimizes damage to scenic, cultural, and aesthetic values, fish and wildlife habitat and that otherwise protects the environment.
- I. Any cultural (historic or prehistoric site or object) or paleontological resources or Native American human remains, funerary items, sacred objects, or objects of cultural patrimony discovered by the Lessee, or any person working on their behalf, during the course of activities on federal land shall be immediately reported to the Authorized Officer by telephone, followed by written confirmation. The Lessee shall suspend all operations in the immediate area of such discovery and protect it until an evaluation of the discovery can be made by the Authorized Officer. For cultural resources other than Native American human remains, funerary items, sacred objects, or objects of cultural patrimony, this evaluation will determine the significance of the discovery and what mitigation measures are necessary to allow the activities to proceed. The Lessee is responsible for the cost of evaluation and mitigation. Any decision on treatment and/or mitigation will be made by the Authorized Officer after consulting with the Lessee. Operations may resume only upon written authorization to proceed from the Authorized Officer. For Native American human remains, funerary items, sacred objects, or objects of cultural patrimony the Lessee must stop activities in the immediate vicinity of the discovery and protect it from activities for 30 days or until notified to proceed by the Authorized Officer. The Lessee is responsible for the cost of consultation, evaluation, and mitigation. Any decision on treatment and/or mitigation will be made by the Authorized Officer after consulting with the Lessee.
- J. This Lease is granted subject to the Lessee's compliance with all applicable regulations contained in 43 CFR 6102.4, 6102.4.1, 6102.5.1, and all applicable resource management plans. These regulations and resource management plans are incorporated into and made a part of this instrument as fully and effectively as if they were set forth herein in their entirety.

- K. The Lessee agrees to observe all applicable Federal, State, and local laws, regulations, and standards, including but not limited to, the Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., and other relevant environmental laws, as well as public health and safety laws and other laws relating to the siting, construction, operation, and maintenance of the land, or any facility, improvement, or equipment on the property.
- L. As provided by 43 CFR 6102.4.1(e)(4), Lessee shall be required to repair all damages caused by it or its employees, agents, contractors, or others involved in the work to public lands or property under this land use authorization. Further, under the terms of this land use authorization, Lessee and its employees, agents, and contractors shall be liable for personal injury or death arising from the authorized occupancy or use of the public lands under the land use authorization to the extent permitted by law.
- M. Lessee shall report to the BLM, immediately upon discovery, any activity or use on the Mitigation Site by the public that is inconsistent with the purposes of this Lease and any existing land use authorizations.
- N. The Authorized Officer may require letters of credit, establishment of an escrow account, bond, or other security satisfactory to him/her to insure the fulfillment of the terms and conditions of this Lease. Upon completion, or partial completion of the restoration activities described in the Mitigation Lease Development Plan, the Authorized Officer may terminate or reduce the amount of the financial security.
- O. Other documentation may be required by the Authorized Officer, such as a Mitigation Agreement or Instrument, an agreement between the Lessee and a qualified mitigation fund holder (43 CFR 6102.5.1), or form of a credit purchase agreement and payment receipt to be used by Lessee for the transfer of compensatory mitigation credits to permittees.
- P. The Lessee agrees that all monies deposited in the accounts approved by Lessor as security for Lessee's performance of the terms and conditions of this Lease may, upon failure on the Lessee's part to fulfill any of the requirements herein set forth or made a part hereof, be retained by the United States or a third party beneficiary to be applied as far as may be needed to the satisfaction of the Lessee's obligations assumed hereunder, without prejudice whatsoever to any other rights and remedies of the United States.
- Q. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provision of this instrument, to the extent applicable, shall continue in effect and shall be binding on the Lessee, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the Lease.

SECTION 3 – RESTRICTIONS ON USE

- A. Motor vehicle use shall be based on the needs identified in the Mitigation Lease Development Plan and Management Plan. The plans should provide sufficient detail on what is needed during certain phases of the project to accomplish restoration objectives at the site.
- B. The Lessee shall not post any notices or signs, or use any other means, that depict or suggest that the public lands within the leased area are privately owned or controlled.
- C. [Add any additional use restrictions specific to this lease.]

SECTION 4 – RESERVATIONS BY THE UNITED STATES

- A. The Lease granted herein may be reviewed at any time deemed necessary by the Authorized Officer.
- B. The United States reserves all rights not specifically granted including all the coal, oil, gas, geothermal, and other mineral deposits in the Lease area.
- C. The United States reserves the right to use the public lands or to authorize the use of the public lands within the Mitigation Site by other parties and the public in any way compatible or consistent with the authorized use under this Lease. Issuance of the Lease is subject to the express condition that activities taken under the Lease will not unduly interfere with the management, administration, or disposal by the United States of the lands covered thereby; and the Lessee agrees and consents to the occupancy and use by the United States, its holders, permittees, or lessees of any part of the Mitigation Site not actually occupied or required by the project, or the full and safe utilization thereof, for necessary operations incident to such management, administration, or disposal. Such uses, however, shall not unduly impair the use of said lands for authorized purposes or damage authorized improvements therein.
- D. The United States reserves the right to inspect the Lease area at any time to ensure compliance with the terms and conditions of the Lease. Federal and State agents and game wardens shall at all times have the right to enter the Lease area on official business.
- E. Officers, agents, employees, licensees, and permittees of the United States shall have the right, at all proper times and places, freely to have ingress to, passage over, and egress from the Lease area, for the purpose of exercising, enforcing, and protecting the rights described in the Terms reserved by this Lease or for the purpose of operating and maintaining any Federal projects thereon or any other lawful purpose.
- F. The Lessor has no duty, either before or during the Lease term, to inspect the property or to warn of hazards and, if the United States inspects the property, it will incur no additional duty nor any liability for hazards not identified or discovered through such inspections. This paragraph survives the termination or revocation of this Lease, regardless of cause.

- G. Lessor intends to retain a record of this Lease in the official files and records maintained by the Lessor in accordance with federal records retention policies, and make appropriate notations to the official land status records systems and note this Lease in future land use planning documents by the Lessor for as long as the lease remains in effect.
- H. Nothing in this Lease shall be construed as requiring the obligation or expenditure of federal funds in advance of Congressional appropriation.

SECTION 5 – TERM, MODIFICATION, AND TRANSFER

- A. The term of the Lease shall commence on the date this instrument is signed by the Lessee and the Authorized Officer and shall terminate after [add number of years] years on the anniversary of the day it was executed.
- B. As provided in 43 CFR 6102.4(a)(3)(iii), the Authorized Officer may renew the lease if necessary to serve the purpose for which the lease was first issued, provided that the lease holder is in compliance with the terms and conditions of the lease, and the renewal period is no longer than the original term of the lease.
- C. If this lease is renewed, it shall be governed by applicable laws and regulations existing at the time of renewal and any other terms and conditions the Authorized Officer deems necessary to protect the public interest and includes in the renewed lease.
- D. No modification or amendment of this Lease shall be effective until a proper instrument, in writing, has been executed by both parties.
- E. If public lands included in this Lease are to be disposed of, the conveyance shall be made subject to the Lease.
- F. This Lease may be transferred in whole or in part but only under the following conditions: (1) the transferee shall comply with the provisions of 43 CFR 6102.4 and 6102.5.1; (2) the Authorized Officer may modify the terms and conditions of the Lease and the transferee shall agree, in writing, to comply with and be bound by the terms and conditions of the Lease as modified; and (3) the transfers shall not take effect until approved by the Authorized Officer.

SECTION 6 – FEES AND RENT

- A. Lessee shall pay the BLM administrative cost recovery in accordance with Section 304 of FLPMA and the provisions at 43 CFR 6102.4(j), and the existing cost recovery agreement. Amounts for cost recovery are based on federal work hours.

- B. The Authorized Officer shall collect from Lessee annual rent at fair market value for use of the lands described in Exhibit A in accordance with 43 CFR 6102.4(j). Rent will be paid annually by January 1.
- C. Failure to pay the rental fee will be cause for termination of this Lease. Late fee charges will be assessed in accordance with standard BLM accounting procedures and policy. Disputed rentals are due and payable on or before the due date.
- D. Requests for renewal, transfer, or modifications of the Lease (amendment) shall be treated as a new application for cost recovery purposes and are subject to the cost recovery requirements at 43 CFR 6102.4(j).
- E. Consistent with the Miscellaneous Receipts Statute (31 U.S.C. § 3302(b)), all rental payments received by Lessor shall be deposited in the Treasury as soon as practicable without deduction for any charge or claim except as allowed under 31 U.S.C. § 3718(d).

SECTION 7 – TERMINATION AND SUSPENSION

- A. Prior to commencing any proceeding to suspend or terminate a land use authorization, the Authorized Officer shall give written notice to Lessee of the legal grounds for such action and shall give Lessee a reasonable time (up to 90 days) to correct any noncompliance, or a longer period if requested by the Lessee and approved by the Authorized Officer based on the effort required to implement the corrective actions. Circumstances under which this Lease may be terminated or suspended are described below and in regulation at 43 CFR 6102.4.1.
- B. Termination
 - 1. This Lease shall terminate upon the expiration of its term unless it is extended through an amendment signed by the Lessee and the Authorized Officer or renewed as described in Section 5, Term, Modification, and Transfer.
 - 2. This Lease may be terminated upon mutual agreement.
 - 3. This Lease may be terminated by Lessor under the following circumstances:
 - a. Failure of Lessee to pay rental when due.
 - b. Lessee's noncompliance with applicable law.
 - c. Failure of Lessee to perform or observe any of the terms and conditions of the Lease.
 - d. Failure of Lessee to use the land for the purpose for which the Lease was granted. Failure to construct or nonuse for any continuous 2-year period not identified in the Development Plan or failure to manage the Mitigation Site for any continuous 1-year period unless consistent with the Management Plan.

- e. The public lands covered by the Lease are to be disposed of or used for any other purpose. If this circumstance arises, the parties agree to find an alternate location to conserve the functions and values that activities taken under the Lease attained.
4. The Lessee may terminate this Lease by filing a notice of relinquishment at least 30 days prior to the date on which the first advance rental payment is due, and if no ground disturbance has occurred.

C. Temporary Suspension

1. Upon determination that there is noncompliance with the terms and conditions of the Lease which adversely affects public health, safety or welfare or the environment, the Authorized Officer shall issue an immediate temporary suspension.
2. The Authorized Officer may give an immediate temporary suspension order orally or in writing at the site of the activity to the Lessee or a contractor or subcontractor of the Lessee, or to any representative, agent, employee, or contractor of any of them, and the suspended activity shall cease at that time. As soon as practicable, the Authorized Officer shall confirm the order by a written notice to the Lessee addressed to the Lessee or the Lessee's designated agent. The Authorized Officer may also take such action considered necessary to require correction of such defects prior to an administrative proceeding.
3. The Authorized Officer may order immediate temporary suspension of an activity regardless of any action that has been or is being taken by another Federal agency or a state agency.
4. An order of temporary suspension of activities shall remain effective until the Authorized Officer issues an order permitting resumption of activities.
5. Any time after an order of suspension has been issued, the Lessee may file with the Authorized Officer a request for permission to resume. The request shall be in writing and shall contain a statement of the facts supporting the request.
6. The Authorized Officer may render an order to either grant or deny the request to resume within thirty (30) working days of the date the request is filed. If the Authorized Officer does not render an order on the request within thirty (30) working days, the request shall be considered denied, and the Lessee shall have the same right to appeal the denial as if an order denying the request had been issued.

D. Process for Termination or Suspension

1. Prior to commencing any proceeding to suspend or terminate the Lease, other than in cases of temporary immediate suspension under Paragraph 9.C., the Authorized Officer shall give written notice to the Lessee of the legal grounds for such action and shall give the Lessee a reasonable time to correct any noncompliance.
2. After due notice of termination or suspension of the Lease to the Lessee, if noncompliance still exists after a reasonable time, the Authorized Officer shall give written notice to the Lessee and refer the matter to the Office of Hearings and Appeals for a hearing before an Administrative Law Judge pursuant to 43 CFR 4.420-4.439. The Authorized Officer shall suspend or revoke the land use authorization if the Administrative Law Judge determines that grounds for suspension or revocation exists and that such action is justified. The Authorized Officer shall terminate a suspension order when the Authorized Officer determines that the violation justifying such suspension has been rectified.
3. Upon termination, revocation or cancellation of the Lease, the Lessee shall remove all structures and improvements except those owned by the United States within sixty (60) days of the notice of termination, revocation or cancellation and shall restore the site to its pre-use condition, unless otherwise agreed upon in writing with the Authorized Officer. If the Lessee fails to remove all structures or improvements within the time allotted, they shall become the property of the United States, but that shall not relieve the Lessee of liability for the cost of their removal and restoration of the site.

SECTION 8 – NOTICES

Any notice, demand, request, consent, approval, or other communication that Lessor or Lessee desires or is required to give to the other shall be in writing, with a copy to any other contacts listed below, and served personally or sent by recognized overnight courier that guarantees next-day delivery or by first class United States mail, postage fully prepaid, and addressed as follows:

To Lessor: [Authorized Officer's name]
Bureau of Land Management
[BLM Office name]
[Lessor's address]
Attention: Authorized Officer

To Lessee: [Lessee's official's name]
[Lessee's address]
[other appropriate contact information]

Copy to: [any other appropriate contacts]

or to such other address a party shall designate by written notice to Lessor, Lessee, and any other contacts identified above. Notice shall be deemed effective upon delivery in the case of personal

delivery or delivery by overnight courier or, in the case of delivery by first class mail, three (3) days after deposit into the United States mail.

SECTION 9 – OFFICIALS NOT TO BENEFIT

No elected official or elected delegate to a lawmaking body, and no officer or agent of the Government may share in or accrue any benefit from the performance of this Lease, and the provisions of 18 U.S.C. §§ 431-433 relating to contracts are incorporated as a part of this Lease, so far as they may be applicable.

SECTION 10 – EXHIBITS

The Development Plan attached hereto as Exhibit B, the Management Plan attached hereto as Exhibit C, and [add any additional exhibits to this lease] are incorporated by reference and made a part of this Lease, and shall have the same force and binding effect as the Lease terms set forth herein. No changes or additions to the Exhibits may be made except as provided in Paragraph 5.D.

SECTION 11 – THIRD-PARTY BENEFICIARY

Lessor and Lessee acknowledge that the [name an entity that has the authority and capability to implement the terms and conditions in this lease should the lessee default on its responsibilities in whole or in part] is a third party beneficiary of this Lease with the right of access to the Mitigation Site and the right to enforce all of the obligations of Lessor and all rights and remedies of the Lessee under this Lease.

SECTION 12 – SIGNATORIES

This Lease shall be executed and administered initially by the Authorized Officer. The Authorized Officer may include other employees of the Bureau of Land Management, as appropriate, to assist in administering this Lease.

[Name of Authorized Officer]
[Title of Authorized Officer]/ Authorized Officer
Bureau of Land Management

Date

[Name of Lessee's Authorized Official]
[Title of Authorized Official]
[Name of Lessee's company, organization, or agency]

Date

EXHIBIT A

[Include maps for all parcels that depict the Mitigation Site and are to be included in the Lease and provide the legal description for the parcel(s)]

EXHIBIT B

[Development Plan approved by the Bureau of Land Management and any other applicable authorizing agencies.]

EXHIBIT C

[Management Plan approved by the Bureau of Land Management and any other applicable authorizing agencies.]

EXHIBIT D

[For mitigation banks, in-lieu fee programs, or mitigation projects to be developed in advance of its use by other authorized land users, include map(s) and provide legal and description(s) of geographic Service Area(s) preapproved by the BLM and any other authorizing agencies with jurisdiction for resources for which Lessee intends to provide compensatory mitigation.]

ADDITIONAL EXHIBITS

[For mitigation banks, in-lieu fee programs, or mitigation projects to be developed in advance of its use by other authorized land users, include additional exhibits as required by the Authorized Officer (e.g., bank enabling instrument, credit evaluations, and form for credit purchase transactions preapproved by the BLM and any other authorizing agencies with jurisdiction for resources for which Lessee intends to provide compensatory mitigation.)]

This is a template lease and should be modified as appropriate.

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

CXXXXXXXXXX

RESTORATION LEASE

Federal Land Policy and Management Act of 1976
(FLPMA, 90 Stat. 2743, 43 U.S.C. 1701 et seq.)

THIS RESTORATION LEASE ("Lease") No. CXXXXXXXXXX is made and entered into this _____ day of _____, 20____, under the Federal Land Policy and Management Act (FLPMA) of 1976 as amended (43 U.S.C. 1701, et seq.) and the implementing regulations at 43 CFR 6102.4 by the United States Department of the Interior, Bureau of Land Management ("Lessor"), in favor of [insert name of lessee] ("Lessee"), with reference to the following facts:

PREAMBLE

Lessor is the United States of America, acting through the Authorized Officer of the Bureau of Land Management (BLM), an agency within the United States Department of the Interior responsible for managing the public lands under principles of multiple use and sustained yield (43 U.S.C. 1732).

Lessee is [insert name of lessee], a [insert type of entity (e.g., a NGO or LLC) and briefly describe their purpose/qualifications for holding a restoration lease]

Lessor grants this Lease to Lessee for the purpose of restoration of resources to benefit public lands. More specifically, for the [briefly state the restoration measures to be implemented and the resources to be benefited by those restoration measures] on public lands managed by the BLM and identified in this Lease as the "Restoration Site."

Lessee is responsible for funding the [state the restoration measures to be implemented, for example: native plant seeding or invasive species control], and protection of the Restoration Site.

Consistent with section 302 of FLPMA, authorization by Lessor for the [state the restoration outcomes, for example: restored wetlands, grasslands, or habitat] on public lands will further the goal of achieving multiple use, sustained yield, and other objectives provided by law. This authorized use of public lands under 43 CFR 6102.4 is consistent with the overall public mission of the BLM and public demand.

The Restoration Site is currently an impaired, non- or low-functioning ecological resource. [Briefly describe current conditions]. The Restoration Site will be limited to the area shown on the map and as described by the legal land description provided as Exhibit A attached to this

Lease grant and incorporated in it by this reference. The BLM has not allocated resources to improve the site, nor is it likely to do so in the future, unless the site has been identified as a priority restoration landscape by the BLM (43 CFR 6102.3.1). The Restoration Site will be leased to Lessee [input rent amount or justification for a rent reduction or waiver] as provided for at 43 CFR 6102.4(j) to complete restoration measures and monitor and manage the Restoration Site for the term of the Lease.

The BLM and the public will benefit from this restoration lease through improved conditions on public lands such as [briefly list the improvements to the resources].

A Monitoring Plan and any other applicable documents for the Restoration Site will be submitted to the BLM and any other applicable agencies for approval prior to any ground disturbance. All necessary permits for the restoration project will be obtained by the Lessee and its contractors prior to any ground disturbance.

DEFINITIONS

Authorized Officer means any employee of the BLM to whom has been delegated the authority to perform the duties described in 43 CFR 6102.4, including the authority to execute and administer this Lease. Generally, unless otherwise indicated, such authority may be exercised by the Field Manager or District Manager for the relevant public lands.

Decision Document means a formal agency decision, such as a Decision Record or Record of Decision associated with a NEPA document, or other program-specific decision documentation.

Development Plan means a detailed plan for the restoration, monitoring, and interim management of the Restoration Site, to be implemented until the restoration project has met all performance criteria.

Land Use Plan means resource management plans or management framework plans prepared by the BLM pursuant to its land use planning system.

Monitoring Plan means a detailed plan for the implementation and effectiveness monitoring of the Restoration Site to determine progress towards achieving the goals and objectives of the development plan.

Restoration Site means the parcel or parcels of land legally described in Exhibit A and authorized for the land use specified in this Lease.

Permittee means any person or other legal entity that has a valid permit, right-of-way grant, lease, or other land use authorization.

Public Lands means any surface estate or interests in surface estate owned by the United States and administered by the Secretary of the Interior through the BLM without regard to how the United States acquired ownership.

Restoration means the process or act of conservation by passively or actively assisting the recovery of an ecosystem that has been degraded, damaged, or destroyed to a more natural, native ecological state.

COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS

SECTION 1 – BASIC AGREEMENT

- A. The United States of America, hereinafter referred to as the “Lessor,” acting through the Authorized Officer of the Bureau of Land Management, hereby grants a Lease to [\[name the individual or entity\]](#), hereinafter referred to as “Lessee” for the purposes set forth herein. This Lease is issued for the use of public land pursuant to Section 302 of FLPMA, as a Restoration Site to be used for restoration (43 CFR 6102.4). More specifically, the purpose of this Lease is to restore Federal lands managed by the Bureau of Land Management (BLM) and identified in this Lease as the “Restoration Site.” The parcel(s) to be restored are generally described as follows:

[\[Provide a general description of the location of the parcel\(s\) to be restored. Provide a brief description of the impaired resources to be restored, including a quantitative value \(e.g., 120 acres or 1.5 stream miles\) if applicable.\]](#)

The restoration measures implemented on the lease site will be limited to the area shown on the map(s) along with the legal description(s) provided in Exhibit A (attached).

- B. The BLM has not allocated resources to improve habitat on these sites, nor does the BLM expect to do so in the foreseeable future.
- C. [\[Add any additional terms and conditions of the lease\]](#).

SECTION 2 – LESSEE RIGHTS AND RESPONSIBILITIES

- A. To accomplish the purposes of this Lease, Lessor hereby grants and conveys the following rights to Lessee:
1. To restore the Restoration Site to improve ecosystem functions and values in accordance with the Restoration Lease Development Plan (Exhibit B) approved by Lessor and [\[list any other applicable authorizing agencies\]](#). Restoration Site activities may include [\[briefly describe the mitigation measures to be implemented\]](#).
 2. To take actions as needed to protect and maintain the Restoration Site as described in the Restoration Lease Development Plan (Exhibit B). Other uses of the public land by the Lessee are prohibited unless authorized by a separate land use authorization.

3. To monitor and manage the Restoration Site in accordance with the Restoration Lease Development Plan (Exhibit B) approved by Lessor and [\[list any other applicable authorizing agencies\]](#) to ensure restoration goals and objectives have been met and continue to be maintained for at least the duration of the lease term.
- B. Except as required by law, Lessor will not undertake or authorize any activity on or use of the Mitigation Site that is incompatible with the purposes of this Lease.
- C. To ensure that the purposes of this Lease are accomplished, Lessee and its successors and assigns shall:
1. Submit a monitoring plan for BLM approval within 30 days of lease issuance. Lease activities may not commence until approval of the monitoring plan.
 2. Perform inspections of the Restoration Site as described in the Monitoring Plan; and
 3. Prepare reports describing annual lease activities and the results of the monitoring inspections and provide these reports to the Lessor and any other authorizing agencies on an annual basis.
 4. In the event that the Lessee's interest in this Lease reverts to, or is transferred to the United States of America, terms of this paragraph C shall not apply.
- C. The Lessee shall not use the public lands for any purposes other than those specified in this Lease and as described in the Restoration Lease Development Plan for the Restoration Site without the approval of the Authorized Officer.
- D. Other than the improvements proposed in the Restoration Lease Development Plan (Exhibit B), no other improvements or alterations to the Restoration Site are authorized. Written consent shall be obtained by the Lessee through an appropriate authorization from the BLM, such as an amendment to this Lease or a separate authorization, prior to the construction of any improvement or structure or any other surface disturbance not specifically authorized.
- E. Consistent with 43 CFR 2807.19(a), all property improvements may be retained as property of the United States when the lease terminates, or the BLM may require improvements to be removed within a reasonable time.
- F. The Lessee shall conduct all activities under the Lease in a manner that minimizes damage to scenic, cultural, and aesthetic values, fish and wildlife habitat and that otherwise protects the environment.
- G. Any cultural (historic or prehistoric site or object) or paleontological resources or Native American human remains, funerary items, sacred objects, or objects of cultural patrimony discovered by the Lessee, or any person working on their behalf, during the course of activities on federal land shall be immediately reported to the Authorized Officer by telephone, followed by written confirmation. The Lessee shall suspend all operations in

the immediate area of such discovery and protect it until an evaluation of the discovery can be made by the Authorized Officer. For cultural resources other than Native American human remains, funerary items, sacred objects, or objects of cultural patrimony, this evaluation will determine the significance of the discovery and what mitigation measures are necessary to allow the activities to proceed. The Lessee is responsible for the cost of evaluation and mitigation. Any decision on treatment and/or mitigation will be made by the Authorized Officer after consulting with the Lessee. Operations may resume only upon written authorization to proceed from the Authorized Officer. For Native American human remains, funerary items, sacred objects, or objects of cultural patrimony the Lessee must stop activities in the immediate vicinity of the discovery and protect it from activities for 30 days or until notified to proceed by the Authorized Officer. The Lessee is responsible for the cost of consultation, evaluation, and mitigation. Any decision on treatment and/or mitigation will be made by the Authorized Officer after consulting with the Lessee [this paragraph should be updated to address the results of NHPA, NAGPRA, or ARPA consultation conducted as part of the application process].

- H. This Lease is granted subject to the Lessee's compliance with all applicable regulations contained in 43 CFR 6102.4, 6102.4.1, 6102.5.1, and all applicable resource management plans. These regulations and resource management plans are incorporated into and made a part of this instrument as fully and effectively as if they were set forth herein in their entirety.
- I. The Lessee agrees to observe all applicable Federal, State, and local laws, regulations, and standards, including but not limited to, the Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., and other relevant environmental laws, as well as public health and safety laws and other laws relating to the siting, construction, operation, and maintenance of the land, or any facility, improvement, or equipment on the property.
- J. As provided by 43 CFR 6102.4.1(e)(4), Lessee shall be required to repair all damages caused by it or its employees, agents, contractors, or others involved in the work to public lands or property under this land use authorization. Further, under the terms of this land use authorization, Lessee and its employees, agents, and contractors shall be liable for personal injury or death arising from the authorized occupancy or use of the public lands under the land use authorization to the extent permitted by law.
- K. Lessee shall report to the BLM, immediately upon discovery, any activity or use on the Restoration Site by the public that is inconsistent with the purposes of this Lease and any existing land use authorizations.
- L. The Authorized Officer may require a bond or other security satisfactory to him/her to insure the fulfillment of the terms and conditions of this Lease. Upon completion, or partial completion of the restoration activities described in the Restoration Lease Development Plan, the Authorized Officer may terminate or reduce the amount of the bond or financial security.

- M. The Lessee agrees that all monies deposited in the accounts approved by Lessor as security for Lessee's performance of the terms and conditions of this Lease may, upon failure on the Lessee's part to fulfill any of the requirements herein set forth or made a part hereof, be retained by the United States or a third party beneficiary to be applied as far as may be needed to the satisfaction of the Lessee's obligations assumed hereunder, without prejudice whatsoever to any other rights and remedies of the United States.
- N. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provision of this instrument, to the extent applicable, shall continue in effect and shall be binding on the Lessee, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the Lease.

SECTION 3 – RESTRICTIONS ON USE

- A. Motor vehicle use shall be based on the needs identified in the Restoration Lease Development Plan. The plans should provide sufficient detail on what is needed during certain phases of the project to accomplish restoration objectives at the site.
- B. The Lessee shall not post any notices or signs, or use any other means, that depict or suggest that the public lands within the leased area are privately owned or controlled.
- C. [\[Add any additional use restrictions specific to this lease.\]](#)

SECTION 4 – RESERVATIONS BY THE UNITED STATES

- A. The Lease granted herein may be reviewed at any time deemed necessary by the Authorized Officer.
- B. The United States reserves all rights not specifically granted including all the coal, oil, gas, geothermal, and other mineral deposits in the Lease area.
- C. The United States reserves the right to use the public lands or to authorize the use of the public lands within the Restoration Site by other parties and the public in any way compatible or consistent with the authorized use under this Lease. Issuance of the Lease is subject to the express condition that activities taken under the Lease will not unduly interfere with the management, administration, or disposal by the United States of the lands covered thereby; and the Lessee agrees and consents to the occupancy and use by the United States, its holders, permittees, or lessees of any part of the Restoration Site not actually occupied or required by the project, or the full and safe utilization thereof, for necessary operations incident to such management, administration, or disposal. Such uses, however, shall not unduly impair the use of said lands for authorized purposes or damage authorized improvements therein.

- D. The United States reserves the right to inspect the Lease area at any time to ensure compliance with the terms and conditions of the Lease. Federal and State agents and game wardens shall at all times have the right to enter the Lease area on official business.
- E. Officers, agents, employees, licensees, and permittees of the United States shall have the right, at all proper times and places, freely to have ingress to, passage over, and egress from the Lease area, for the purpose of exercising, enforcing, and protecting the rights described in the Terms reserved by this Lease or for the purpose of operating and maintaining any Federal projects thereon or any other lawful purpose.
- F. The Lessor has no duty, either before or during the Lease term, to inspect the property or to warn of hazards and, if the United States inspects the property, it will incur no additional duty nor any liability for hazards not identified or discovered through such inspections. This paragraph survives the termination or revocation of this Lease, regardless of cause.
- G. Lessor intends to retain a record of this Lease in the official files and records maintained by the Lessor in accordance with federal records retention policies, and make appropriate notations to the official land status records systems and note this Lease in future land use planning documents by the Lessor for as long as the lease remains in effect.
- H. Nothing in this Lease shall be construed as requiring the obligation or expenditure of federal funds in advance of Congressional appropriation.

SECTION 5 – TERM, MODIFICATION, AND TRANSFER

- A. The term of the Lease shall commence on the date this instrument is signed by the Lessee and the Authorized Officer and shall terminate after [add number of years] years on the anniversary of the day it was executed.
- B. As provided in 43 CFR 6102.4(a)(3)(iii), the Authorized Officer may renew the lease if necessary to serve the purpose for which the lease was first issued, provided that the lease holder is in compliance with the terms and conditions of the lease, and the renewal period is no longer than the original term of the lease.
- C. If this lease is renewed, it shall be governed by applicable laws and regulations existing at the time of renewal and any other terms and conditions the Authorized Officer deems necessary to protect the public interest and includes in the renewed lease.
- D. No modification or amendment of this Lease shall be effective until a proper instrument, in writing, has been executed by both parties.
- E. If public lands included in this Lease are to be disposed of, the conveyance shall be made subject to the Lease.

- F. This Lease may be transferred in whole or in part but only under the following conditions: (1) the transferee shall comply with the provisions of 43 CFR 6102.4 and 6102.5.1; (2) the Authorized Officer may modify the terms and conditions of the Lease and the transferee shall agree, in writing, to comply with and be bound by the terms and conditions of the Lease as modified; and (3) the transfers shall not take effect until approved by the Authorized Officer.

SECTION 6 – FEES AND RENT

- A. Lessee shall pay the BLM administrative cost recovery in accordance with Section 304 of FLPMA and the provisions at 43 CFR 6102.4(j), and the existing cost recovery agreement. Amounts for cost recovery are based on federal work hours. **OR** Lessee has been granted a waiver of administrative cost recovery.
- B. Authorized Officers shall collect from Lessee annual rent for use of the lands described in Exhibit A in accordance with 43 CFR 6102.4(j). Rent will be paid annually by January 1, **OR** Lessee has been granted a waiver for annual rent.
- C. Failure to pay the rental fee will be cause for termination of this Lease. Late fee charges will be assessed in accordance with standard BLM accounting procedures and policy. Disputed rentals are due and payable on or before the due date. [Delete this section is rent is being waived.]
- D. Requests for renewal, transfer, or modifications of the Lease (amendment) shall be treated as a new application for cost recovery purposes and are subject to the cost recovery requirements at 43 CFR 6102.4(j).
- E. Consistent with the Miscellaneous Receipts Statute (31 U.S.C. § 3302(b)), all rental payments received by Lessor shall be deposited in the Treasury as soon as practicable without deduction for any charge or claim except as allowed under 31 U.S.C. § 3718(d). [Delete this section is rent is being waived.]

SECTION 7 – TERMINATION AND SUSPENSION

- A. Prior to commencing any proceeding to suspend or terminate a land use authorization, the Authorized Officer shall give written notice to Lessee of the legal grounds for such action and shall give Lessee a reasonable time (up to 90 days) to correct any noncompliance, or a longer period if requested by the Lessee and approved by the Authorized Officer based on the effort required to implement the corrective actions. Circumstances under which this Lease may be terminated or suspended are described below and in regulation at 43 CFR 6102.4.1.
- B. Termination

1. This Lease shall terminate upon the expiration of its term unless it is extended through an amendment signed by the Lessee and the Authorized Officer or renewed as described in Section 3, Term of Lease.
2. This Lease shall terminate upon achievement of the goals and objectives of the Restoration Lease Development Plan.
3. This Lease may be terminated upon mutual agreement.
4. This Lease may be terminated by Lessor under the following circumstances:
 - a. Failure of Lessee to pay rent when due.
 - b. Lessee's noncompliance with applicable law.
 - c. Failure of Lessee to perform or observe any of the terms and conditions of the Lease.
 - d. Failure of Lessee to use the land for the purpose for which the Lease was granted. Failure to construct or nonuse for any continuous 2-year period not identified in the Development Plan or failure to manage the Restoration Site for any continuous 1-year period unless consistent with the Development Plan.
 - e. The public lands covered by the lease are to be disposed of or used for any other purpose. If this circumstance arises, the parties agree to find an alternate location to conserve the functions and values that activities taken under the Lease attained if Lessee so desires.
5. The Lessee may terminate this Lease by filing a notice of relinquishment at least 30 days prior to the date on which the first advance rental payment is due, and if no ground disturbance has occurred.

C. Temporary Suspension

1. Upon determination that there is noncompliance with the terms and conditions of the Lease which adversely affects public health, safety or welfare or the environment, the Authorized Officer shall issue an immediate temporary suspension.
2. The Authorized Officer may give an immediate temporary suspension order orally or in writing at the site of the activity to the Lessee or a contractor or subcontractor of the Lessee, or to any representative, agent, employee, or contractor of any of them, and the suspended activity shall cease at that time. As soon as practicable, the Authorized Officer shall confirm the order by a written notice to the Lessee addressed to the Lessee or the Lessee's designated agent. The Authorized Officer may also take such action considered necessary to require correction of such defects prior to an administrative proceeding.

3. The Authorized Officer may order immediate temporary suspension of an activity regardless of any action that has been or is being taken by another Federal agency or a state agency.
4. An order of temporary suspension of activities shall remain effective until the Authorized Officer issues an order permitting resumption of activities.
5. Any time after an order of suspension has been issued, the Lessee may file with the Authorized Officer a request for permission to resume. The request shall be in writing and shall contain a statement of the facts supporting the request.
6. The Authorized Officer may render an order to either grant or deny the request to resume within thirty (30) working days of the date the request is filed. If the Authorized Officer does not render an order on the request within thirty (30) working days, the request shall be considered denied, and the Lessee shall have the same right to appeal the denial as if an order denying the request had been issued.

D. Process for Termination or Suspension

1. Prior to commencing any proceeding to suspend or terminate the Lease, other than in cases of temporary immediate suspension under Paragraph 9.C., the Authorized Officer shall give written notice to the Lessee of the legal grounds for such action and shall give the Lessee a reasonable time to correct any noncompliance.
2. After due notice of termination or suspension of the Lease to the Lessee, if noncompliance still exists after a reasonable time, the Authorized Officer shall give written notice to the Lessee and refer the matter to the Office of Hearings and Appeals for a hearing before an Administrative Law Judge pursuant to 43 CFR 4.420-4.439. The Authorized Officer shall suspend or revoke the land use authorization if the Administrative Law Judge determines that grounds for suspension or revocation exists and that such action is justified. The Authorized Officer shall terminate a suspension order when the Authorized Officer determines that the violation causing such suspension has been rectified.
3. Upon termination, revocation or cancellation of the Lease, the Lessee shall remove all structures and improvements except those owned by the United States within sixty (60) days of the notice of termination, revocation or cancellation and shall restore the site to its pre-use condition, unless otherwise agreed upon in writing with the Authorized Officer. If the Lessee fails to remove all structures or improvements within the time allotted, they shall become the property of the United States, but that shall not relieve the Lessee of liability for the cost of their removal and restoration of the site.

SECTION 8 – NOTICES

Any notice, demand, request, consent, approval, or other communication that Lessor or Lessee desired or is required to give to the other shall be in writing, with a copy to any other contacts listed below, and served personally or sent by recognized overnight courier that guarantees next-day delivery or by first class United States mail, postage fully prepaid, and addressed as follows:

To Lessor: [Authorized Officer's name]
Bureau of Land Management
[BLM Office name]
[Lessor's address]
Attention: Authorized Officer

To Lessee: [Lessee's official's name]
[Lessee's address]
[other appropriate contact information]

Copy to: [any other appropriate contacts]

or to such other address a party shall designate by written notice to Lessor, Lessee, and any other contacts identified above. Notice shall be deemed effective upon delivery in the case of personal delivery or delivery by overnight courier or, in the case of delivery by first class mail, three (3) days after deposit into the United States mail.

SECTION 9 – OFFICIALS NOT TO BENEFIT

No elected official or elected delegate to a lawmaking body, and no officer or agent of the Government may share in or accrue any benefit from the performance of this Lease, and the provisions of 18 U.S.C. §§ 431-433, relating to contracts, are incorporated as a part of this Lease, so far as they may be applicable.

SECTION 10 – EXHIBITS

The Restoration Lease Development Plan attached hereto as Exhibit B, and [\[add any additional exhibits to this lease\]](#) are incorporated by reference and made a part of this Lease, and shall have the same force and binding effect as the Lease terms set forth herein. No changes or additions to the Exhibits may be made except as provided in Paragraph 5.D.

SECTION 11 – SIGNATORIES

This Lease shall be executed and administered initially by the Authorized Officer. The Authorized Officer may include other employees of the Bureau of Land Management, as appropriate, to assist in administering this Lease.

[Name of Authorized Officer]
[Title of Authorized Officer]/ Authorized Officer
Bureau of Land Management

Date

[Name of Lessee's Authorized Official]
[Title of Authorized Official]
[Name of Lessee's company, organization, or agency]

Date

EXHIBIT A

[Include maps for all parcels that depict the Restoration Site and are to be included in the Lease and provide the legal land description for the parcel(s)]

EXHIBIT B

[Restoration Lease Development Plan approved by the Bureau of Land Management and any other applicable authorizing agencies.]