

by all rentals due since the date the leases terminated under law.

**FOR FURTHER INFORMATION, CONTACT:** Ann Dickerson, Land Law Examiner, at 703-440-1512, or Bureau of Land Management—Eastern States, 7450 Boston Boulevard, Springfield, Virginia 22153.

**SUPPLEMENTARY INFORMATION:** The lessee has agreed to the amended lease terms for rentals and royalties at rates of \$10 per acre (competitive) and \$5 per acre (non-competitive), or fraction thereof, per year and 16 2/3 percent respectively. The lessee has paid the required administrative fee and publication fee to reimburse the Department for the cost of this **Federal Register** notice. The lessee has met all the requirements for reinstatement of the lease as set out in Section 31(d) and (e) of the Mineral Leasing Act of 1920, as amended (30 U.S.C. 188), and the BLM is proposing to reinstate the leases listed above, effective September 1, 2004 (ARES 52198 and ARES 52200) and November 1, 2005 (ARES 53624), under the original terms and conditions of the leases and the increased rental and royalty rates cited above. The BLM has not issued any valid leases affecting the lands.

Dated: December 21, 2007.

**Steven R. Wells,**

*Acting State Director, Eastern States.*

[FR Doc. E7-25387 Filed 12-28-07; 8:45 am]

**BILLING CODE 4310-GJ-P**

## DEPARTMENT OF THE INTERIOR

### Bureau of Land Management

[MT-922-08-1310-FI-P;SDM 90990]

#### Notice of Proposed Reinstatement of Terminated Oil and Gas Lease SDM 90990

**AGENCY:** Bureau of Land Management, Interior.

**ACTION:** Notice.

**SUMMARY:** Per 30 U.S.C. 188(d), GPE Energy, Inc. and Spyglass Cedar Creek LP timely filed a petition for reinstatement of oil and gas lease SDM 90990, Harding County, South Dakota. The lessee paid the required rental accruing from the date of termination.

No leases were issued that affect these lands. The lessee agrees to new lease terms for rentals and royalties of \$10 per acre and 16-2/3 percent or 4 percentages above the existing competitive royalty rate. The lessee paid the \$500 administration fee for the reinstatement of the lease and \$163 cost for publishing this Notice.

The lessee met the requirements for reinstatement of the lease per Sec. 31(d) and (e) of the Mineral Leasing Act of 1920 (30 U.S.C. 188). We are proposing to reinstate the lease, effective the date of termination subject to:

- The original terms and conditions of the lease;
- The increased rental of \$10 per acre;
- The increased royalty of 16 2/3 percent or 4 percentages above the existing competitive royalty rate; and
- The \$163 cost of publishing this Notice.

**FOR FURTHER INFORMATION CONTACT:** Karen L. Johnson, Chief, Fluids Adjudication Section, BLM Montana State Office, 5001 Southgate Drive, Billings, Montana 59101-4669, 406-896-5098.

Dated: December 19, 2007.

**Karen L. Johnson,**

*Chief, Fluids Adjudication Section.*

[FR Doc. E7-25382 Filed 12-28-07; 8:45 am]

**BILLING CODE 4310-SS-P**

## DEPARTMENT OF THE INTERIOR

### Bureau of Land Management

[AZ-320-08-7122-ES-5812; AZA 33391 and AZA 34206]

#### Arizona: Notice of Realty Action; Recreation and Public Purposes (R&PP) Act Classification

**AGENCY:** Bureau of Land Management, Interior.

**ACTION:** Notice of Realty Action.

**SUMMARY:** The following public lands in Yuma County, Arizona, have been examined by the Bureau of Land Management (BLM) and found suitable for classification for lease or conveyance to the Yuma County Free Library District (AZA 33391) and Yuma County (AZA 34206) under the provisions of the Recreation and Public Purposes (R&PP) Act, as amended, 43 U.S.C. 869 *et seq.*, and under Section 7 of the Taylor Grazing Act, 43 U.S.C. 315(f), and Executive Order No. 6910.

#### Gila and Salt River Meridian, Arizona (AZA 33391)

T. 11 S., R. 24 W.

Sec. 6, W<sup>1</sup>/<sub>2</sub>E<sup>1</sup>/<sub>2</sub>E<sup>1</sup>/<sub>2</sub>W<sup>1</sup>/<sub>2</sub>N<sup>1</sup>/<sub>2</sub>N<sup>1</sup>/<sub>2</sub>SW<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub>,  
W<sup>1</sup>/<sub>2</sub>E<sup>1</sup>/<sub>2</sub>W<sup>1</sup>/<sub>2</sub>N<sup>1</sup>/<sub>2</sub>N<sup>1</sup>/<sub>2</sub>SW<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub>,  
W<sup>1</sup>/<sub>2</sub>W<sup>1</sup>/<sub>2</sub>N<sup>1</sup>/<sub>2</sub>N<sup>1</sup>/<sub>2</sub>SW<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub>.

The area described contains 4.375 acres.

#### Gila and Salt River Meridian, Arizona (AZA 34206)

T. 11 S., R. 24 W.

Sec. 6, E<sup>1</sup>/<sub>2</sub>E<sup>1</sup>/<sub>2</sub>E<sup>1</sup>/<sub>2</sub>W<sup>1</sup>/<sub>2</sub>N<sup>1</sup>/<sub>2</sub>N<sup>1</sup>/<sub>2</sub>SW<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub>,  
E<sup>1</sup>/<sub>2</sub>N<sup>1</sup>/<sub>2</sub>N<sup>1</sup>/<sub>2</sub>SW<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub>.

The area described contains 5.625 acres.

Neither Yuma County Free Library District nor Yuma County have acquired for public purposes other than recreation, more than the 640-acre limitation allowed in any calendar year according to the regulations found at 43 CFR 2741.7(a)(3).

The Yuma County Free Library District and Yuma County have submitted statements in compliance with the regulations at 43 CFR 2741.4(b). The Yuma County Free Library District is proposing to construct a new library (South County Branch Library) of 30,773 square feet; and Yuma County is proposing to construct new county services buildings (Yuma County South Complex) totaling approximately 18,800 square feet. The Yuma County South Complex would provide satellite offices for the following county departments: Health, Courts, Probation, Assessor, Board of Supervisors, and Information Technology. There would also be parking lots, and other necessary site improvements such as access lanes and retention areas.

**DATES:** Submit comments on or before February 14, 2008.

**ADDRESSES:** Detailed information including but not limited to, a proposed development plan and documentation relating to compliance with applicable environmental and cultural resource laws, is available for review at the BLM Yuma Field Office, 2555 E. Gila Ridge Road, Yuma, Arizona 85365.

**FOR FURTHER INFORMATION CONTACT:** Realty Specialist Francisca Mueller Realty Specialist, (928) 317-3237.

**SUPPLEMENTARY INFORMATION:** The lands are not needed for any Federal purposes.

Lease or conveyance of the lands for recreational or public purposes use is consistent with the BLM Yuma District Resource Management Plan dated February 1987, and would be in the public interest.

All interested parties will receive a copy of this notice once it is published in the **Federal Register**. The notice will be published in a newspaper of local circulation for three consecutive weeks. The regulations do not require a public meeting.

Upon publication of this notice in the **Federal Register**, the lands will be segregated from all other forms of appropriation under the public land laws, including the general mining laws, except for lease or conveyance under the R&PP Act and leasing under the mineral leasing laws.

The lease or conveyance of the land, when issued, will be subject to the following terms, conditions, and reservations:

1. A right-of-way thereon for ditches and canals constructed by the authority of the United States Act of August 30, 1890, 26 Stat. 391 (43 U.S.C. 945).

2. Provisions of the Recreation and Public Purposes Act and to all applicable regulations of the Secretary of the Interior.

3. All minerals shall be reserved to the United States, together with the right to prospect for, mine and remove the minerals.

4. All valid existing rights documented on the official public land records at the time of lease or patent issuance.

5. *CERCLA Term*: "Pursuant to the requirements established by Section 120(h) of the Comprehensive Environmental Response, Compensation and Liability Act, (42 U.S.C. 9620 (h)) (CERCLA), as amended by the Superfund Amendments and Reauthorization Act of 1988 (100 Stat. 1670), notice is hereby given that the above-described land has been examined and no evidence was found to indicate that any hazardous substances had been stored for one year or more, nor had any hazardous substances been disposed of or released on the subject property."

6. *Indemnification Term*: "All lessees, purchasers, or patentees, by accepting a lease or patent, covenant and agree to indemnify, defend, and hold the United States harmless from any costs, damages, claims, causes of action, penalties, fines, liabilities, and judgments of any kind or nature arising from the past, present, and future acts or omissions of the patentees or their employees, agents, contractors, or lessees, or any third-party, arising out of or in connection with the patentees' use, occupancy, or operations on the patented real property. This indemnification and hold harmless agreement includes, but is not limited to, acts and omissions of the patentees and their employees, agents, contractors, or lessees, or any third party, arising out of or in connection with the use and/or occupancy of the patented real property which has already resulted or does hereafter result in: (1) Violations of Federal, State, and local laws and regulations that are now or may in the future become, applicable to the real property; (2) Judgments, claims, or demands of any kind assessed against the United States; (3) Costs, expenses, or damages of any kind incurred by the United States; (4) Releases or threatened releases of solid or hazardous waste(s) and/or hazardous substances(s), as defined by Federal or State environmental laws, off, on, into or under land, property and other

interests of the United States; (5) Activities by which solids or hazardous substances or wastes, as defined by Federal and State environmental laws are generated, released, stored, used or otherwise disposed of on the patented real property, and any cleanup response, remedial action or other actions related in any manner to said solid or hazardous substances or wastes; or (6) Natural resource damages as defined by Federal and State law. Patentee shall stipulate that it will be solely responsible for compliance with all applicable Federal, State and local environmental and regulatory provisions, throughout the life of the facility, including any closure or post-closure requirements that may be imposed with respect to any physical plant or facility upon the real property under any Federal, State or local environmental laws or regulatory provisions. This covenant shall be construed as running with the above described parcel of land patented or otherwise conveyed by the United States, and may be enforced by the United States in a court of competent jurisdiction."

7. The lessee/patentee and its successor or assigns in interest shall comply with and shall not violate any of the terms or provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 241), and requirements of the regulations, as modified or amended, of the Secretary of the Interior issued pursuant thereto (43 CFR part 17) for the period that the lands conveyed herein are used for the purpose for which the grant was made pursuant to the act cited above, or for another purpose involving the provision of similar services or benefits.

*Classification Comments*: Interested parties may submit comments involving the suitability of the land for development of the South County Branch Library and/or the Yuma County South Complex. Comments on the classification is restricted to whether the land is physically suited for the proposal, whether the use will maximize the future use or uses of the land, whether the use is consistent with local planning and zoning, or if the use is consistent with State and Federal programs.

*Application Comments*: Interested parties may submit comments regarding the specific uses proposed in the applications and plans of development, whether the BLM followed proper administrative procedures in reaching the decision, or any other factor not directly related to the suitability of the lands for public purposes. Any adverse comments will be reviewed by the BLM

State Director. In the absence of any adverse comments, the classification will become effective on February 29, 2008. The lands will not be offered for lease or conveyance until after the classification becomes effective.

Before including your address, phone number, e-mail address, or other personal identifying information in your comment, you should be aware that your entire comment—including your personal identifying information—may be made publicly available at any time. While you may ask us in your comment to withhold your personal identifying information from public review, we cannot guarantee that we will be able to do so.

(Authority: 43 CFR 2741.5.)

Dated: November 29, 2007.

**Bruce Rittenhouse,**

*Assistant Field Manager for Resources, Land, and Minerals; Acting Field Manager.*

[FR Doc. E7-25384 Filed 12-28-07; 8:45 am]

**BILLING CODE 4310-32-P**

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## INTERNATIONAL TRADE COMMISSION

[Inv. No. 337-TA-623]

### In the Matter of: Certain R-134a Coolant (Otherwise Known as 1,1,1,2-Tetrafluoroethane); Notice of Investigation

**AGENCY:** U.S. International Trade Commission.

**ACTION:** Institution of investigation pursuant to 19 U.S.C. 1337.

**SUMMARY:** Notice is hereby given that a complaint was filed with the U.S. International Trade Commission on November 20, 2007, under section 337 of the Tariff Act of 1930, as amended, 19 U.S.C. 1337, on behalf of INEOS Fluor Limited of the United Kingdom and INEOS Fluor Americas LLC of St. Gabriel, Louisiana. A supplemental letter and amended complaint, which included another complainant, INEOS Fluor Holdings Limited of the United Kingdom, were filed on December 13, 2007. The complaint, as supplemented and amended, alleges violations of section 337 in the importation into the United States, the sale for importation, and the sale within the United States after importation of certain R-134a coolant (otherwise known as 1,1,1,2-tetrafluoroethane) by reason of infringement of the claims of U.S. Patent No. 5,744,658. The complaint further alleges that an industry in the United States exists as required by subsection (a)(2) of section 337.