

# BLM

New Mexico  
Oklahoma  
Texas & Kansas

## Competitive Oil and Gas Lease Sale

### July 18, 2007

Bureau of Land Management  
New Mexico State Office  
1474 Rodeo Road  
Santa Fe, New Mexico, 87505

BLM





In Reply  
Refer To:

UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
New Mexico State Office  
1474 Rodeo Road,  
P.O. Box 27115  
Santa Fe, New Mexico 87502-0115  
<http://www.nm.blm.gov/>



3120 (NM921-lbo)

May 25, 2007

## NOTICE OF COMPETITIVE LEASE SALE Oil and Gas

We are pleased to announce that we will offer for competitive sale certain Federal lands in the States of **New Mexico, Oklahoma, and Texas** for oil and gas leasing. This notice describes:

- The time and place of the sale;
- How the sale will be conducted;
- How to participate in the bidding process;
- The sale process;
- How long the sale will last;
- The conditions of the sale;
- How to file a noncompetitive offer after the sale; and
- How to file a pre-sale noncompetitive offer;
- How to file a protest to our offering the lands in this Notice.

Beginning on page 1, is a list of the lands we are offering. The lands are described by parcel number and legal land description. They are listed in Range and Township order by state and land type and will be offered in that sequence. Below each parcel we have included any stipulations, lease notices, special conditions, or restrictions that will be made a part of the lease at the time we issue it. We have also identified those parcels where the United States owns less than 100 percent interest in the oil and gas mineral rights, have pending pre-sale noncompetitive offers to lease, and are not available for noncompetitive offers to lease if they receive no bid at this sale. For your convenience, we are also including copies of the stipulations, lease notices, etc. affecting the parcels in this sale notice.

### When and where will the sale take place?

- When:** The competitive sale will begin at **9:00 a.m. on Wednesday, July 18, 2007.** The **Accounts Office at the Bureau of Land Management, New Mexico State Office Building,** will be used to register all bidders. Registration will start at 8:00 a.m. through 9:00 a.m. so you can obtain your bidding number.
- Where:** We will hold the sale at the **Bureau of Land Management, New Mexico State Office, 1474 Rodeo Road, Santa Fe, New Mexico 87505, in the second floor conference room.**
- Access:** The sale room is accessible to persons with disabilities. If you need an auxiliary aid or service to participate in the sale, such as sign language interpreter or material in an alternate format, contact the New Mexico State Office, Marcella Montoya at (505) 438-7537 by **July 9, 2007.**

## **How will the sale be conducted?**

The sale will be conducted by oral auction. You must make your bids verbally. The winning bid is the highest verbal bid equal to or exceeding the national minimum acceptable bid.

## **How do I participate in the bidding process?**

To participate in the bidding process, you must fill out a Bidder Registration form identifying the lessee's name and address that will be shown on the lease form and get a bidding number. We will begin registering bidders at 8:00 a.m. on the day of the sale in the **Accounts Office at the Bureau of Land Management**. If you plan to bid, you must be registered before the sale begins. You must display your bid number to the auctioneer when you make a bid.

## **What is the sale process?**

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

- The auctioneer will offer the parcels in the order they are shown in this Notice;
- All bids are on a per-acre basis for the entire acreage in the parcel;
- The winning bid is the highest oral bid;
- The decision of the auctioneer is final. However, if you believe the auctioneer has made an error or not acknowledged your bid, you must immediately make your concerns known to the auctioneer. Once the auctioneer has opened the bidding on the next parcel available for an oil and gas lease, the decisions made on the previous parcels offered are final.

The minimum bid BLM can accept is \$2.00 per acre. If a parcel contains fractional acreage, round it up to the next whole acre. For example, a parcel of 100.51 acres requires a minimum bid of \$202 (\$2 x 101 acres).

## **How long will the sale last?**

We begin the sale at 9:00 a.m. and it continues until all of the parcels in this Notice have been offered. The length of the sale depends on the number of parcels we are offering and the pace of the bidding. Normally, the sale is done before noon.

## **What conditions apply to the lease sale?**

**-Parcel withdrawal or sale cancellation:** We reserve the right to withdraw any or all parcels before the sale begins. If we withdraw a parcel(s), we will post a notice in the New Mexico State Office Information Access Center (Public Room) before the day of the sale. We will announce withdrawn parcels before beginning the sale. If we cancel the sale, we will notify you as soon as possible.

**-Fractional interests:** If the United States owns less than 100 percent of the oil and gas mineral interest for the land in a parcel, we will show that information with the parcel. When we issue the lease, it will be for the percentage or fraction of interest the United States owns. However, you must calculate your bonus bid and advance rental payment on the gross acreage in the parcel, not the United States net interest. For example, if a parcel contains 200 acres and the United States owns 50 percent of the oil and gas mineral interest, the minimum bonus bid will be \$400 (\$2 X 200 acres) and the advance annual rental will be \$300 (\$1.50 X 200 acres) for the first 5-years and \$400 (\$2 X 200 acres) for the remainder of the lease term. Royalty on production will be calculated on the United States net oil and gas mineral interest.

**Payment due on the day of the sale:** For **each parcel** you are the successful high bidder, you must pay the minimum bonus bid of \$2 per acre or fraction of an acre; the first years' advance annual rental of \$1.50 per acre or fraction of an acre; and a non-refundable administrative fee of **\$130**. You must make this payment in our Accounts Office at the BLM office either during, or immediately following the sale.

**-Remaining payments:** If your bonus bid was more than \$2.00 per acre or fraction of an acre and you didn't pay the full amount on the day of the sale, you must pay the balance of your bonus bid by **4:00 p.m. on August 1, 2007**, which is the 10<sup>th</sup> working day following the sale. **If you do not pay in full by this date, you lose the right to the lease and you will forfeit the money you paid on the day of the sale.** If you forfeit a parcel, we may offer it at a later sale.

**-Method of payment:** You can pay by personal check, cashier's check, money order, or credit card (Visa, MasterCard, American Express or Discover Card only). Make checks payable to: "Department of the Interior - BLM." We cannot accept cash. If a check you have sent to us in the past has been returned for insufficient funds, we may ask that you give us a guaranteed payment, such as a money order. **Note for customers planning to pay with Credit Card, effective February 1, 2005, BLM will not accept credit or debit card payments to the Bureau for any amount equal to or greater than \$100,000. Payments of \$100,000 or more should be made by Automated Clearing House (ACH) or Federal Wire Transfer. We suggest that no one plan to make a payment of \$100,000 or more by credit card.** If you pay by credit card and the transaction is refused, we will try to notify you early enough so that you can make other payment arrangements. **However, we cannot grant you any extension of time to pay the money that is due the day of the sale.**

**Bid Form:** On the day of the sale, if you are a successful bidder you must give us a properly completed and signed competitive bid form (**Form 3000-2, November 2001**, or earlier edition, copy included) with your payment. This form is a legally binding offer by the prospective lessee to accept a lease and all its terms and conditions. Once the form is signed, you cannot change it. ***We will not accept any bid form that has information crossed out or is otherwise altered.***

We recommend you get a copy of the bid form and complete all, but the money part, before the sale. You can fill out the money part at the sale. Your completed bid form certifies that:

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

**-Federal acreage limitations:** Qualified individuals, associations, or corporations may only participate in a competitive lease sale and purchase Federal oil and gas leases from this office if such purchase will not result in exceeding the State limit of **246,080** acres of public domain lands and **246,080** acres of acquired lands (30 U.S.C. 184(d)). For the purpose of chargeable acreage limitations, you are charged with your proportionate share of the lease acreage holdings of partnerships or corporations in which you own an interest greater than 10 percent. Lease acreage committed to a unit agreement or development contract that you hold, own or control is excluded from chargeability for acreage limitation purposes.

The acreage limitations and certification requirements apply for competitive oil and gas lease sales, noncompetitive lease offers, transfer of interest by assignment of record title or operating rights, and options to acquire interest in leases regardless of whether an individual, association, or corporation has received, under 43 CFR 3101.2-4, additional time to divest excess acreage acquired through merger or acquisition.

**-Lease terms:** A lease issued as a result of this sale will have a primary term of 10 years. It will continue beyond its primary term as long as oil or gas is produced in paying quantities on or for the benefit of the lease. Advance rental at \$1.50 per acre or fraction of an acre for the first 5 years (\$2.00 per acre after that) is due on or before the anniversary date each year until production begins. Once a lease is producing, you must pay a royalty of 12.5 percent of the value or the amount of production removed or sold from the lease. You will find other lease terms on our standard lease form (**Form 3100-11, February 2003** or later edition, copy included).

**-Stipulations:** Some parcels have special requirements or restrictions which are called stipulations. These are noted with each of the parcels. Stipulations are part of the lease and supercede any inconsistent provisions of the lease form.

**-Lease Issuance:** After we receive the bid form and all the money due, and, if appropriate, your unit joinder information, we can issue the lease. Usually, a lease is effective the first day of the month following the month in which we sign it. If you want your lease to be effective the first day of the month in which we sign it, you must ask us in writing to do this. We have to receive your request before we sign the lease.

**-Legal Land Descriptions:** We prepared this Notice with land status information from our Legacy Rehost 2000 (LR2000) case recordation system. We are providing you with the following information to assist you in understanding the legal descriptions given for each parcel:

- The township and range contains additional zeros. For example, T. 28 N., R. 32 E., is shown as T 0280 N, R 0320 E (additional zeros Underlined).

-The section numbers contain additional leading zeros. For example, section 4 is shown as sec. 004.

-Lands are described separately by lots, aliquot parts, tracts, and exceptions to survey for each section.

-LR2000 will code a ½ township as a 2 in the database. This 2 will appear as the last digit in the number. For example, T 14 ½ N, will appear as T 0142 N.

**-Cellular Phone Usage:** You are restricted from using cellular phones in the sale room during the oral auction. You must confine your cellular phone usage to the hallway or area outside the saleroom when the auction is taking place.

**-Other Conditions of the Sale:** At the time the sale begins, we will make any rules regarding sale procedures that we feel are necessary for the proper conduct of the sale.

## **NONCOMPETITIVE OFFERS TO LEASE**

### **What parcels are available for noncompetitive offers to lease?**

Unless stated in this notice, parcels that do not receive a bid at the competitive sale are available for noncompetitive offers to lease beginning the first business day following the day of the sale. If not withdrawn, or shown with a noncompetitive Pre-sale offer pending, these parcels are available for noncompetitive offers to lease for a period of two years following the day of the sale.

### **How do I file a noncompetitive offer after the sale?**

If you want to file a noncompetitive offer to lease on an unsold parcel, you must give us-

-Three copies of Form 3100-11, *Offer to Lease and Lease for Oil and Gas* properly completed and signed. **(Note: We will accept copies of the official form, including computer generated forms, that are legible and have no additions, omissions, other changes, or advertising. If you copy this form you must copy both sides on one page. If you copy the form on 2 pages or use an obsolete lease form, we will reject your offer).** You must describe the lands in your offer as specified in our regulations at 43 CFR 3110.5; and

-Your payment for the total of the **\$335** filing fee and the first year's advance rental computed at (\$1.50 per acre or fraction of an acre). Remember to round up any fractional acreage when you calculate the rental amount.

For your convenience, you may leave your noncompetitive offers for any parcel which has received no bid with the Accounts Staff. We consider all offers filed the day of the sale and the first business day after it, for any of the unsold parcels, to be filed as of 9:00 a.m. the first business day following the day of the sale. If a parcel receives more than one offer, we will hold a drawing to select the winner (see 43 CFR 1822.17). We have identified those parcels that have pending presale offers. A noncompetitive presale offer to lease has priority over any other noncompetitive offer to lease filed after the sale.

### **How do I file a noncompetitive presale offer?**

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

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

Your noncompetitive presale offer to lease must be filed prior to the official posting of this sale notice. If your presale offer was timely filed, was complete and we do not receive a bid for the parcel that contains the lands in your offer, it has priority over any other noncompetitive offer to lease for that parcel filed after the sale. Your presale offer to lease is your consent to the terms and conditions of the lease, including any additional stipulations. If you want to file a presale offer, follow the guidance listed above for filing a noncompetitive offer after the sale and the regulations at 43 CFR 3110.1(a).

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

We have tentatively scheduled our next competitive sale for **October 17, 2007**. Please send nominations for that sale by **June 8, 2007**.

## **How can I find out the results of this sale?**

We will post the sale results in the New Mexico State Office Information Access Center (Public Room). You can buy (\$5) a printed copy of the results by contacting our Accounts Staff, at (505) 438-7462. The results list is also available on our public internet website: <http://www.nm.blm.gov> (click on Programs, then click on Energy).

## **May I protest BLM's Decision to offer the lands in this notice for lease?**

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

- ? We must receive a protest no later than close of business on the 15<sup>th</sup> calendar day **prior** to the date of the sale. If our office is not open on the 15<sup>th</sup> day prior to the date of the sale, a protest received on the next day our office is open to the public will be considered timely filed. The protest must also include any statement of reasons to support the protest. We will dismiss a late-filed protest or a protest filed without a statement of reasons.
- ? A protest must state the interest of the protesting party in the matter.
- ? You may file a protest either by mail in hardcopy form or by telefax. You may not file a protest by electronic mail. A protest filed by fax must be sent to (505) 438-7684. A protest sent to a fax number other than the fax number identified or a protest filed by electronic mail will be dismissed.
- ? If the party signing the protest is doing so on behalf on an association, partnership or corporation, the signing party must reveal the relationship between them. For example, unless an environmental group authorizes an individual member of its group to act for it, the individual cannot make a protest in the group's name.

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

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

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

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

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

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

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

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

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

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

### **May I withdraw my bid if the protestor files and appeal?**

No. If the protestor appeals our decision to deny the protest, you may not withdraw your bid. We will issue your lease concurrently with the decision to deny the protest. If resolution of the appeal results in lease cancellation, we will authorize refund of the bonus bid, rentals and administrative fee if--

- ? There is no evidence that the lessee(s) derived any benefit from possession of the lease during the time they held it, and;
- ? There is no indication of bad faith or other reasons not to refund the rental, bonus bid and administrative fee.

### **Whom should I contact if I have a question?**

For general information, please contact our Information Access Center at (505) 438-7471 or for information or questions about the sale, contact: **Lourdes Ortiz at (505) 438-7586.**

*/s/ Lourdes Ortiz*

**Lourdes Ortiz**  
**Land Law Examiner**  
**Fluids Adjudication Team**



**PLEASE FILL IN THE NAME AND ADDRESS AS IT SHOULD  
APPEAR ON THE ISSUED LEASE**

**NEW BIDDER REGISTRATION FORM**

**BIDDER NO. \_\_\_\_\_  
(Leave Blank)**

**NAME: \_\_\_\_\_**

**TELEPHONE: \_\_\_\_\_**

**ADDRESS: \_\_\_\_\_**

**CITY: \_\_\_\_\_**

**STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_**

**E-MAIL ADDRESS: \_\_\_\_\_**

**THE LESSEE MUST BE QUALIFIED TO HOLD A FEDERAL OIL  
AND GAS LEASE.**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

COMPETITIVE OIL AND GAS OR  
GEOTHERMAL RESOURCES LEASE BID  
30 U.S.C. 181 et seq.; 30 U.S.C. 351-359;  
30 U.S.C. 1001-1025; 42 U.S.C. 6508

FORM APPROVED  
OMB NO. 1004-0074  
Expires: May 31, 2000

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

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

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

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

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

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

INSTRUCTIONS

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

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

INSTRUCTIONS FOR GEOTHERMAL OR  
NPR-A OIL AND GAS BID

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

Title 18 U.S.C. Section 1001 and Title 43 U.S.C. Section 1212 make it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

(Continued on reverse)

OFFICIAL FILE COPY

Form 3000-2 (July 1997)

## QUALIFICATIONS

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

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

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

## NOTICE

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

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

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

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

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

The Paperwork Reduction Act of 1995 (44 U.S.C. 3501 et seq.) requires us to inform you that:

This information is being collected in accordance with 43 CFR 3120, 43 CFR 3130, or 43 CFR 3220..

This information will be used to determine the bidder submitting the highest bid.

Response to this request is required to obtain a benefit..

BLM would like you to know that you do not have to respond to this or any other Federal agency-sponsored information collection unless it displays a currently valid OMB control number

## BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 2 hours per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, Bureau Clearance Officer (WO-630), 1620 L Street, Washington, D.C. 20036 and the Office of Management and Budget, Desk Officer for the Interior Department, Office of Regulatory Affairs (1004-0074), Washington, D.C. 20503.

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

Serial No. \_\_\_\_\_

**OFFER TO LEASE AND LEASE FOR OIL AND GAS**

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**

Name \_\_\_\_\_  
Street \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_

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

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

**DO NOT WRITE BELOW THIS LINE**

3. Land included in lease:  
T. \_\_\_\_\_ R. \_\_\_\_\_ Meridian \_\_\_\_\_ State \_\_\_\_\_ County \_\_\_\_\_

Total acres in lease \_\_\_\_\_  
Rental retained \$ \_\_\_\_\_

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

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

Type and primary term of lease: THE UNITED STATES OF AMERICA  
 Noncompetitive lease (ten years) by \_\_\_\_\_  
(Signing Officer)  
 Competitive lease (ten years) \_\_\_\_\_  
(Title) \_\_\_\_\_ (Date) \_\_\_\_\_  
 Other \_\_\_\_\_ EFFECTIVE DATE OF LEASE \_\_\_\_\_

4. (a) Undersigned certifies that (1) offeror is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or Territory thereof; (2) all parties holding an interest in the offer are in compliance with 43 CFR 3100 and the leasing authorities; (3) offeror's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options; (4) offeror is not considered a minor under the laws of the State in which the lands covered by this offer are located; (5) offeror is in compliance with qualifications concerning Federal coal lease holdings provided in sec. 2(a)(2)(A) of the Mineral Leasing Act; (6) offeror is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (7) offeror is not in violation of sec. 41 of the Act.

(b) Undersigned agrees that signature to this offer constitutes acceptance of this lease, including all terms, conditions, and stipulations of which offeror has been given notice, and any amendment or separate lease that may include any land described in this offer open to leasing at the time this offer was filed but omitted for any reason from this lease. The offeror further agrees that this offer cannot be withdrawn, either in whole or in part, unless the withdrawal is received by the proper BLM State Office before this lease, an amendment to this lease, or a separate lease, whichever covers the land described in the withdrawal, has been signed on behalf of the United States.

This offer will be rejected and will afford offeror no priority if it is not properly completed and executed in accordance with the regulations, or if it is not accompanied by the required payments. 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 \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

(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:

- Noncompetitive lease, \$1.50 for the first 5 years; thereafter \$2.00;
- Competitive lease, \$1.50; for the first 5 years; thereafter \$2.00;
- 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:

- Noncompetitive lease, 12½ %;
- Competitive lease, 12½ %;
- 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.

**BUREAU OF LAND MANAGEMENT**  
**NEW MEXICO STATE OFFICE**  
**July 18, 2007, Lease Sale Statistics by State**  
**Parcels With and Without Pre-sale Noncompetitive Priority Offers**

<b>STATE</b>	<b>PARCELS WITH PRESALE OFFERS</b>	<b>PARCELS WITHOUT PRESALE OFFERS</b>	<b>TOTAL PARCELS</b>	<b>ACRES WITH PRESALE OFFERS</b>	<b>ACRES WITHOUT PRESALE OFFERS</b>	<b>TOTAL ACRES</b>
<b>NM</b>	<b>4</b>	<b>67</b>	<b>71</b>	<b>5,880.12</b>	<b>56,002.32</b>	<b>61,882.44</b>
<b>KS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>OK</b>	<b>0</b>	<b>24</b>	<b>24</b>	<b>0.00</b>	<b>2,584.25</b>	<b>2,584.25</b>
<b>TX</b>	<b>2</b>	<b>17</b>	<b>19</b>	<b>152.14</b>	<b>2,501.46</b>	<b>2,653.60</b>
<b>TOTAL</b>	<b>6</b>	<b>108</b>	<b>114</b>	<b>6,032.26</b>	<b>61,088.03</b>	<b>67,120.29</b>

**NEW MEXICO PUBLIC DOMAIN-NE**

**NM-200707-001 953.660 Acres**

T.0120N, R.0060E, 23 PM, NM  
Sec. 004 NENE,SWSE;  
004 W2SESE;  
007 LOTS 1-6;  
007 S2NE,SE;  
008 S2;  
009 LOTS 1,2,4,6,7;  
009 E2NE;

Sandoval County  
Albuquerque FO  
NMNM 27491, NMNM 51517  
Stipulations:  
NM-11-LN Special Cultural Resource

**NM-200707-002 720.000 Acres**

T.0120N, R.0060E, 23 PM, NM  
Sec. 010 E2NENE,W2SWNE;  
010 SENE,S2NW,S2;  
011 W2SWNE,E2SENE;  
011 W2NW,SEnw;  
012 S2SW;

Sandoval County  
Albuquerque FO  
NMNM 27491, NMNM 27492  
Stipulations:  
NM-11-LN Special Cultural Resource

**NM-200707-003 1360.000 Acres**

T.0120N, R.0060E, 23 PM, NM  
Sec. 013 NE,E2NW,SWNW,NWSW,SESW;  
014 N2N2,SWNE,SWNW,NWSW,E2SW;  
015 ALL;

Sandoval County  
Albuquerque FO  
NMNM 27491, NMNM 27492  
Stipulations:  
NM-11-LN Special Cultural Resource

**NM-200707-004 1005.900 Acres**

T.0130N, R.0060E, 23 PM, NM  
Sec. 007 LOTS 1-3;  
007 E2,E2NW,NESW;  
017 N2NE,NW;  
018 LOTS 5,6;  
018 NE;

Sandoval County  
Albuquerque FO  
NMNM 26167  
Stipulations:  
NM-11-LN Special Cultural Resource

**NM-200707-005 1280.000 Acres**

T.0130N, R.0060E, 23 PM, NM  
Sec. 011 ALL;  
012 ALL;

Sandoval County  
Albuquerque FO  
NMNM 81008  
Stipulations:  
NM-11-LN Special Cultural Resource

**NM-200707-006 880.000 Acres**

T.0130N, R.0060E, 23 PM, NM  
Sec. 023 E2,E2W2;  
024 N2,N2SE;

Sandoval County  
Albuquerque FO  
NMNM 81008, NMNM 81834  
Stipulations:  
NM-11-LN Special Cultural Resource

**NM-200707-007 530.950 Acres**

T.0130N, R.0060E, 23 PM, NM  
Sec. 033 LOTS 9-12;  
033 S2SE;  
034 S2SW;  
035 E2SW,SE;

Sandoval County  
Albuquerque FO  
NMNM 81010, NMNM 81834  
Stipulations:  
NM-11-LN Special Cultural Resource

**NM-200707-008 1938.430 Acres**

T.0140N, R.0060E, 23 PM, NM  
Sec. 007 LOTS 3,4;  
007 E2SW,SE;  
008 LOTS 4-7;  
008 S2N2,S2;  
009 LOTS 7-10;  
009 S2;  
018 LOTS 1-4;  
018 E2,E2W2;

Sandoval County  
Albuquerque FO  
NMNM 83731, NMNM 87743  
Stipulations:  
NM-11-LN Special Cultural Resource

**NM-200707-009**            **640.000 Acres**  
T.0140N, R.0060E, 23 PM, NM  
Sec. 017    ALL;  
Sandoval County  
Albuquerque FO  
NMNM 83731  
Stipulations:  
NM-11-LN Special Cultural Resource

**NEW MEXICO PUBLIC DOMAIN-SE**

**NM-200707-010**            **2560.000 Acres**  
T.0030S, R.0080E, 23 PM, NM  
Sec. 015    ALL;  
      021    ALL;  
      022    ALL;  
      028    ALL;  
Socorro County  
Socorro FO  
NMNM 91530, NMNM 91531  
Stipulations:  
NM-11-LN Special Cultural Resource  
SFO-CSU 2 Cave or Karst Area  
SFO-LN 2 Ferruginous Hawk Habitat  
WO-ESA-7 Endangered Species Act

**NM-200707-011**            **2560.000 Acres**  
T.0030S, R.0080E, 23 PM, NM  
Sec. 023    ALL;  
      024    ALL;  
      025    ALL;  
      026    ALL;  
Socorro County  
Socorro FO  
NMNM 109204  
Stipulations:  
NM-11-LN Special Cultural Resource  
SFO-CSU 2 Cave or Karst Area  
SFO-LN 2 Ferruginous Hawk Habitat  
WO-ESA-7 Endangered Species Act

**NM-200707-012**            **2240.000 Acres**  
T.0030S, R.0080E, 23 PM, NM  
Sec. 027    ALL;  
      033    ALL;  
      034    ALL;  
      035    N2;  
Socorro County  
Socorro FO  
NMNM 91531, NMNM 109204  
Stipulations:  
NM-11-LN Special Cultural Resource  
SFO-CSU 2 Cave or Karst Area  
SFO-LN 2 Ferruginous Hawk Habitat  
WO-ESA-7 Endangered Species Act

**NM-200707-013**            **640.720 Acres**  
T.0040S, R.0080E, 23 PM, NM  
Sec. 004    LOTS 1-4;  
      004    S2N2,S2;  
Socorro County  
Socorro FO  
NMNM 41497  
Stipulations:  
NM-11-LN Special Cultural Resource  
SFO-CSU 2 Cave or Karst Area  
SFO-LN 2 Ferruginous Hawk Habitat  
WO-ESA-7 Endangered Species Act

**NM-200707-014**            **880.000 Acres**  
T.0040S, R.0080E, 23 PM, NM  
Sec. 009    ALL;  
      015    S2NW,SW;  
Socorro County  
Socorro FO  
NMNM 41497  
Stipulations:  
NM-11-LN Special Cultural Resource  
SFO-CSU 2 Cave or Karst Area  
SFO-LN 2 Ferruginous Hawk Habitat  
WO-ESA-7 Endangered Species Act

**NM-200707-015**            **2547.080 Acres**  
T.0030S, R.0090E, 23 PM, NM  
Sec. 019    LOTS 1-4;  
      019    E2,E2W2;  
      020    ALL;  
      021    ALL;  
      030    LOTS 1-4;  
      030    E2,E2W2;  
Socorro County  
Socorro FO  
NMNM 109204, NMNM 109205  
Stipulations:  
NM-11-LN Special Cultural Resource  
SFO-CSU 2 Cave or Karst Area  
SFO-LN 2 Ferruginous Hawk Habitat  
WO-ESA-7 Endangered Species Act

**NM-200707-016**            **1400.000 Acres**  
T.0030S, R.0090E, 23 PM, NM  
Sec. 025    ALL;  
      026    ALL;  
      036    N2NE,NENW;  
Socorro County  
Socorro FO  
**PENDING PRESALE OFFER NO. NMNM 112868**  
NMNM 109205  
Stipulations:  
NM-11-LN Special Cultural Resource  
SFO-CSU 2 Cave or Karst Area  
SFO-LN 2 Ferruginous Hawk Habitat  
WO-ESA-7 Endangered Species Act



**NM-200707-017**                    **1920.000 Acres**  
T.0030S, R.0090E, 23 PM, NM  
Sec. 027    ALL;  
      028    ALL;  
      029    ALL;  
Socorro County  
Socorro FO  
**PENDING PRESALE OFFER NO. NMNM 112868**  
NMNM 109204, NMNM 109205  
Stipulations:  
NM-11-LN Special Cultural Resource  
SFO-CSU 2 Cave or Karst Area  
SFO-LN 2 Ferruginous Hawk Habitat  
WO-ESA-7 Endangered Species Act

**NM-200707-018**                    **1600.000 Acres**  
T.0030S, R.0090E, 23 PM, NM  
Sec. 033    N2;  
      034    ALL;  
      035    ALL;  
Socorro County  
Socorro FO  
**PENDING PRESALE OFFER NO. NMNM 112868**  
NMNM 109205  
Stipulations:  
NM-11-LN Special Cultural Resource  
SFO-CSU 2 Cave or Karst Area  
SFO-LN 2 Ferruginous Hawk Habitat  
WO-ESA-7 Endangered Species Act

**NM-200707-019**                    **960.120 Acres**  
T.0040S, R.0090E, 23 PM, NM  
Sec. 001    LOTS 1-4;  
      001    S2N2,S2;  
      012    E2;  
Socorro County  
Socorro FO  
**PENDING PRESALE OFFER NO. NMNM 112868**  
NMNM 109206  
Stipulations:  
NM-11-LN Special Cultural Resource  
SFO-CSU 2 Cave or Karst Area  
SFO-LN 2 Ferruginous Hawk Habitat  
WO-ESA-7 Endangered Species Act

**NM-200707-020**                    **600.000 Acres**  
T.0200S, R.0200E, 23 PM, NM  
Sec. 021    N2NE,NWNW,S2N2,S2;  
Chaves County  
Roswell FO  
NMNM 30872, NMNM 78163  
Stipulations:  
NM-11-LN Special Cultural Resource  
SENM-LN-1 Cave - Karst Occurrence Area  
SENM-S-17 Slopes or Fragile Soils  
SENM-S-18 Streams, Rivers, and Floodplains  
SENM-S-25 Visual Resource Management

**NM-200707-021**                    **1920.000 Acres**  
T.0200S, R.0200E, 23 PM, NM  
Sec. 025    ALL;  
      026    ALL;  
      027    ALL;  
Chaves County  
Roswell FO  
NMNM 36599, NMNM 62131, NMNM 71534  
NMNM 78162, NMNM 78164  
Stipulations:  
NM-11-LN Special Cultural Resource  
SENM-LN-1 Cave - Karst Occurrence Area  
SENM-S-17 Slopes or Fragile Soils  
SENM-S-21 Caves and Karst  
SENM-S-25 Visual Resource Management

**NM-200707-022**                    **1200.000 Acres**  
T.0200S, R.0200E, 23 PM, NM  
Sec. 034    N2,N2SW,SESW,W2SE,SESE;  
      035    ALL;  
Chaves County  
Roswell FO  
NMNM 56333, NMNM 68067  
NMNM 78164, NMNM 81653  
Stipulations:  
NM-11-LN Special Cultural Resource  
SENM-LN-1 Cave - Karst Occurrence Area  
SENM-LN-3 T&E or Sensitive Species  
(Kuenzler Cactus)  
SENM-S-17 Slopes or Fragile Soils  
SENM-S-20 Springs, Seeps and Tanks  
SENM-S-21 Caves and Karst  
SENM-S-25 Visual Resource Management

**NM-200707-023**                    **1731.610 Acres**  
T.0150S, R.0210E, 23 PM, NM  
Sec. 025    ALL;  
      026    ALL;  
      035    LOTS 1-6;  
      035    NE,NWNW;  
Chaves County  
Roswell FO  
NMNM 54824, NMNM 70848  
NMNM 83162, NMNM 103569  
Stipulations:  
SENM-S-17 Slopes or Fragile Soils  
SENM-S-18 Streams, Rivers, and Floodplains  
SENM-S-21 Caves and Karst  
SENM-S-25 Visual Resource Management

**NM-200707-024 1933.420 Acres**

T.0150S, R.0210E, 23 PM, NM  
Sec. 027 W2NE,NW,S2S2;  
028 NE,E2NW,N2SW,NWSE;  
033 N2,E2SW,SE;  
034 LOTS 1-8;  
034 N2NE,SWNE,NW;

Chaves County  
Roswell FO  
NMNM 54824, NMNM 62142, NMNM 70848  
NMNM 80683, NMNM 83161  
Stipulations:  
SENM-S-17 Slopes or Fragile Soils  
SENM-S-18 Streams, Rivers, and Floodplains  
SENM-S-21 Caves and Karst  
SENM-S-25 Visual Resource Management

**NM-200707-025 1469.120 Acres**

T.0150S, R.0210E, 23 PM, NM  
Sec. 029 NE,NENW,S2SW,SWSE;  
030 LOTS 1,3,4;  
030 N2NE,NENW,E2SW,SE;  
031 LOTS 5-20;

Chaves County  
Roswell FO  
NMNM 80683, NMNM 83161  
Stipulations:  
SENM-S-17 Slopes or Fragile Soils  
SENM-S-18 Streams, Rivers, and Floodplains  
SENM-S-21 Caves and Karst  
SENM-S-25 Visual Resource Management

**NM-200707-026 320.000 Acres**

T.0200S, R.0210E, 23 PM, NM  
Sec. 010 E2;

Eddy County  
Carlsbad FO  
NMNM 76910  
Stipulations:  
NM-11-LN Special Cultural Resource  
SENM-LN-1 Cave - Karst Occurrence Area  
SENM-S-18 Streams, Rivers, and Floodplains  
SENM-S-25 Visual Resource Management  
SENM-S-31 Northern Aplomado Falcon

**NM-200707-027 960.000 Acres**

T.0150S, R.0220E, 23 PM, NM  
Sec. 025 ALL;  
026 E2;

Chaves County  
Roswell FO  
NMNM 63706, NMNM 81662  
Stipulations:  
SENM-S-17 Slopes or Fragile Soils  
SENM-S-18 Streams, Rivers, and Floodplains  
SENM-S-19 Playas and Alkali Lakes  
SENM-S-21 Caves and Karst  
SENM-S-25 Visual Resource Management

**NM-200707-028 1280.000 Acres**

T.0150S, R.0220E, 23 PM, NM  
Sec. 033 S2NE,SE;  
034 S2N2,S2;  
035 N2NE,S2N2,S2;

Chaves County  
Roswell FO  
NMNM 35357, NMNM 67785, NMNM 81210  
NMNM 81876, NMNM 89034  
Stipulations:  
SENM-S-17 Slopes or Fragile Soils  
SENM-S-18 Streams, Rivers, and Floodplains  
SENM-S-21 Caves and Karst  
SENM-S-25 Visual Resource Management

**NM-200707-029 160.000 Acres**

T.0160S, R.0230E, 23 PM, NM  
Sec. 009 SE;

Eddy County  
Carlsbad FO  
NMNM 78188  
Stipulations:  
NM-11-LN Special Cultural Resource  
SENM-S-31 Northern Aplomado Falcon

**NM-200707-030 80.000 Acres**

T.0180S, R.0230E, 23 PM, NM  
Sec. 008 SWSW,SESE;

Eddy County  
Carlsbad FO  
NMNM 56707, NMNM 64723  
Stipulations:  
NM-11-LN Special Cultural Resource  
SENM-LN-1 Cave - Karst Occurrence Area  
SENM-S-18 Streams, Rivers, and Floodplains  
SENM-S-21 Caves and Karst  
SENM-S-31 Northern Aplomado Falcon

**NM-200707-031**            **1080.000 Acres**  
T.0140S, R.0240E, 23 PM, NM  
Sec. 024    W2NE,SENE,NW;  
          024    N2SW,NESE,SWSE;  
          025    ALL;  
Chaves County  
Roswell FO  
NMNM 80170, NMNM 80171  
Stipulations:  
SENM-S-17 Slopes or Fragile Soils  
SENM-S-18 Streams, Rivers, and Floodplains  
SENM-S-21 Caves and Karst  
SENM-S-25 Visual Resource Management

**NM-200707-032**            **1320.000 Acres**  
T.0150S, R.0240E, 23 PM, NM  
Sec. 010    NENE,N2NW;  
          015    SWSW,SESE;  
          021    ALL;  
          022    W2,SE;  
Chaves County  
Roswell FO  
NMNM 43518, NMNM 80175  
Stipulations:  
SENM-S-17 Slopes or Fragile Soils  
SENM-S-18 Streams, Rivers, and Floodplains  
SENM-S-25 Visual Resource Management

**NM-200707-033**            **1517.520 Acres**  
T.0140S, R.0250E, 23 PM, NM  
Sec. 019    LOTS 1-4;  
          019    E2,E2W2;  
          020    S2NE,W2,SE;  
          029    W2;  
Chaves County  
Roswell FO  
NMNM 70195, NMNM 70196  
Stipulations:  
SENM-S-17 Slopes or Fragile Soils  
SENM-S-18 Streams, Rivers, and Floodplains  
SENM-S-25 Visual Resource Management

**NM-200707-034**            **1117.040 Acres**  
T.0140S, R.0250E, 23 PM, NM  
Sec. 030    LOTS 1-4;  
          030    E2,E2W2;  
          031    LOTS 1,2;  
          031    NE,E2NW;  
          032    SW;  
Chaves County  
Roswell FO  
NMNM 55897, NMNM 70195  
Stipulations:  
SENM-S-18 Streams, Rivers, and Floodplains  
SENM-S-25 Visual Resource Management

**NM-200707-035**            **160.000 Acres**  
T.0190S, R.0250E, 23 PM, NM  
Sec. 025    E2NE,SWNE,SENW;  
Eddy County  
Carlsbad FO  
NMNM 97857  
Stipulations:  
NM-11-LN Special Cultural Resource  
SENM-LN-1 Cave - Karst Occurrence Area  
SENM-S-19 Playas and Alkali Lakes  
SENM-S-21 Caves and Karst

**NM-200707-036**            **40.000 Acres**  
T.0200S, R.0250E, 23 PM, NM  
Sec. 012    NWSE;  
Eddy County  
Carlsbad FO  
NMNM 78221  
Stipulations:  
NM-11-LN Special Cultural Resource  
SENM-LN-1 Cave - Karst Occurrence Area  
SENM-S-18 Streams, Rivers, and Floodplains  
SENM-S-21 Caves and Karst

**NM-200707-037**            **680.000 Acres**  
T.0200S, R.0250E, 23 PM, NM  
Sec. 024    SE;  
          025    N2NE,SWNE,W2,W2SE;  
Eddy County  
Carlsbad FO  
NMNM 97111  
Stipulations:  
NM-11-LN Special Cultural Resource  
SENM-LN-1 Cave - Karst Occurrence Area  
SENM-S-17 Slopes or Fragile Soils  
SENM-S-21 Caves and Karst  
SENM-S-25 Visual Resource Management

**NM-200707-038**            **640.000 Acres**  
T.0210S, R.0250E, 23 PM, NM  
Sec. 022    SW;  
          034    W2,SE;  
Eddy County  
Carlsbad FO  
NMNM 97858, NMNM 97860  
Stipulations:  
NM-11-LN Special Cultural Resource  
SENM-LN-1 Cave - Karst Occurrence Area  
SENM-S-17 Slopes or Fragile Soils  
SENM-S-18 Streams, Rivers, and Floodplains  
SENM-S-21 Caves and Karst  
SENM-S-25 Visual Resource Management

**NM-200707-039                    640.160 Acres**

T.0200S, R.0260E, 23 PM, NM  
Sec. 019    LOTS 1-4;  
          019    E2,E2W2;  
Eddy County  
Carlsbad FO  
NMNM 97114, NMNM 97115  
Stipulations:  
NM-11-LN Special Cultural Resource  
SENM-LN-1 Cave - Karst Occurrence Area  
SENM-S-5 Threatened Plant Species  
(Gypsum Wild-Buckwheat)  
Sec.19: N2,NESW,N2SE  
SENM-S-17 Slopes or Fragile Soils  
SENM-S-18 Streams, Rivers, and Floodplains  
SENM-S-21 Caves and Karst  
SENM-S-25 Visual Resource Management

**NM-200707-040                    120.000 Acres**

T.0220S, R.0260E, 23 PM, NM  
Sec. 029    W2NE,SEW;  
Eddy County  
Carlsbad FO  
NMNM 97119, NMNM 97863  
Stipulations:  
NM-11-LN Special Cultural Resource  
SENM-LN-1 Cave - Karst Occurrence Area  
SENM-S-17 Slopes or Fragile Soils  
SENM-S-21 Caves and Karst  
SENM-S-25 Visual Resource Management

**NM-200707-041                    320.000 Acres**

T.0190S, R.0270E, 23 PM, NM  
Sec. 003    S2;  
Eddy County  
Carlsbad FO  
NMNM 94596, NMNM 97124, NMNM 97868  
Stipulations:  
NM-11-LN Special Cultural Resource  
SENM-LN-1 Cave - Karst Occurrence Area  
SENM-S-17 Slopes or Fragile Soils  
SENM-S-21 Caves and Karst  
SENM-S-25 Visual Resource Management

**NM-200707-042                    120.000 Acres**

T.0180S, R.0270E, 23 PM, NM  
Sec. 007    E2NE;  
Sec. 008    SWNE;  
Secs 7&8    ALL FORMATIONS EXCEPT THE  
STRATIGRAPHIC INTERVAL;  
BETWEEN THE TOP OF THE;  
GRAYBURG FORMATION AND A;  
CORRELATIVE POINT IN THE;  
SAN ANDRES FORMATION AS;  
DEFINED BY SEC.2(F) OF;  
THE W RED LAKE UA;

Eddy County  
Carlsbad FO  
NMNM 04175C, NMLC 043894  
Stipulations:  
NM-11-LN Special Cultural Resource  
SENM-LN-1 Cave - Karst Occurrence Area  
SENM-S-17 Slopes or Fragile Soils  
SENM-S-20 Springs, Seeps and Tanks  
SENM-S-21 Caves and Karst

**NM-200707-043                    160.000 Acres**

T.0230S, R.0270E, 23 PM, NM  
Sec. 004    E2SW,S2SE;  
Eddy County  
Carlsbad FO  
NMNM 97125  
Stipulations:  
NM-11-LN Special Cultural Resource  
SENM-LN-1 Cave - Karst Occurrence Area  
SENM-S-20 Springs, Seeps and Tanks

**NM-200707-044                    320.000 Acres**

T.0230S, R.0270E, 23 PM, NM  
Sec. 035    W2;  
Eddy County  
Carlsbad FO  
NMNM 97870  
Stipulations:  
NM-11-LN Special Cultural Resource  
SENM-LN-1 Cave - Karst Occurrence Area  
SENM-S-19 Playas and Alkali Lakes

**NM-200707-045**            **80.000 Acres**  
T.0170S, R.0280E, 23 PM, NM  
Sec. 014    E2SW;  
Eddy County  
Carlsbad FO  
NMNM 97873  
Stipulations:  
NM-11-LN Special Cultural Resource  
SENM-LN-1 Cave - Karst Occurrence Area  
SENM-S-18 Streams, Rivers, and Floodplains  
SENM-S-19 Playas and Alkali Lakes  
SENM-S-21 Caves and Karst

**NM-200707-049**            **1560.000 Acres**  
T.0160S, R.0290E, 23 PM, NM  
Sec. 023    S2;  
         024    ALL;  
         025    W2SW;  
         026    E2,N2NW,E2SW,SWSW;  
Eddy County  
Carlsbad FO  
NMNM 0916  
Stipulations:  
NM-11-LN Special Cultural Resource  
SENM-S-19 Playas and Alkali Lakes

**NM-200707-046**            **120.000 Acres**  
T.0260S, R.0280E, 23 PM, NM  
Sec. 012    N2NW,SESW;  
Eddy County  
Carlsbad FO  
NMNM 93198  
Stipulations:  
NM-11-LN Special Cultural Resource  
SENM-LN-1 Cave - Karst Occurrence Area

**NEW MEXICO PUBLIC DOMAIN-NE**  
**NM-200707-050**            **520.000 Acres**  
T.0170N, R.0290E, 23 PM, NM  
Sec. 001    SWNE,S2NW,N2SW,SESW,SE;  
         012    N2NE,SWNE;  
Harding County  
Taos FO  
NMNM 63275, NMNM 63276  
Stipulations:  
No Stipulations Attached

**NM-200707-047**            **1110.500 Acres**  
T.0130S, R.0290E, 23 PM, NM  
Sec. 030    LOTS 1,4;  
         030    E2,NENW,SESW;  
         031    LOTS 1-4;  
         031    E2,E2W2;  
Chaves County  
Roswell FO  
NMNM 70215, NMNM 77011  
NMNM 90577, NMNM 94602  
Stipulations:  
SENM-S-19 Playas and Alkali Lakes  
SENM-S-25 Visual Resource Management  
SENM-S-34 Zone 3 - POD

**NM-200707-051**            **600.000 Acres**  
T.0180N, R.0290E, 23 PM, NM  
Sec. 022    SESE;  
         023    E2NW,SWSW,SE;  
         025    S2N2;  
         026    NWNW;  
         027    N2NE;  
Harding County  
Taos FO  
NMNM 95599  
Stipulations:  
No Stipulations Attached

**NM-200707-048**            **320.540 Acres**  
T.0150S, R.0290E, 23 PM, NM  
Sec. 031    LOTS 2-4;  
         031    NENE,S2NE,N2SE;  
Chaves County  
Roswell FO  
NMNM 30631, NMNM 57257  
NMNM 62197, NMNM 68079  
Stipulations:  
SENM-S-17 Slopes or Fragile Soils  
SENM-S-18 Streams, Rivers, and Floodplains  
SENM-S-25 Visual Resource Management  
SENM-S-34 Zone 3 - POD

**NEW MEXICO PUBLIC DOMAIN-SE**

**NM-200707-052            600.000 Acres**

T.0240S, R.0290E, 23 PM, NM  
Sec. 033    NE,W2,N2SE,SESE;  
Eddy County  
Carlsbad FO  
NMNM 97876  
Stipulations:  
NM-11-LN Special Cultural Resource  
SENM-LN-1 Cave - Karst Occurrence Area  
SENM-S-11 (NSO) Pecos River/Canyon Complex  
SENM-S-17 Slopes or Fragile Soils  
SENM-S-18 Streams, Rivers, and Floodplains  
SENM-S-21 Caves and Karst  
SENM-S-25 Visual Resource Management

**NM-200707-053            600.000 Acres**

T.0240S, R.0290E, 23 PM, NM  
Sec. 034    NE,W2,N2SE,SESE;  
Eddy County  
Carlsbad FO  
NMNM 97877, NMNM 97878  
Stipulations:  
NM-11-LN Special Cultural Resource  
SENM-LN-1 Cave - Karst Occurrence Area  
SENM-S-11 (NSO) Pecos River/Canyon Complex  
SENM-S-17 Slopes or Fragile Soils  
SENM-S-18 Streams, Rivers, and Floodplains  
SENM-S-21 Caves and Karst  
SENM-S-25 Visual Resource Management

**NM-200707-054            320.000 Acres**

T.0140S, R.0300E, 23 PM, NM  
Sec. 017    S2;  
Chaves County  
Roswell FO  
NMNM 97131, NMNM 97132  
Stipulations:  
SENM-S-19 Playas and Alkali Lakes  
SENM-S-25 Visual Resource Management  
SENM-S-33 NSO-LPC-SDL Habitat

**NM-200707-055            640.000 Acres**

T.0150S, R.0300E, 23 PM, NM  
Sec. 029    ALL;  
Chaves County  
Roswell FO  
NMNM 0338A; NMNM 90893  
Stipulations:  
SENM-S-19 Playas and Alkali Lakes  
SENM-S-25 Visual Resource Management  
SENM-S-33 NSO-LPC-SDL Habitat

**NM-200707-056            645.520 Acres**

T.0160S, R.0300E, 23 PM, NM  
Sec. 005    LOTS 1-16;  
Eddy County  
Carlsbad FO  
NMNM 12408, NMNM 18226  
NMNM 57529, NMNM 82894  
Stipulations:  
NM-11-LN Special Cultural Resource  
SENM-S-18 Streams, Rivers, and Floodplains  
SENM-S-19 Playas and Alkali Lakes  
SENM-S-22 Prairie Chickens

**NM-200707-057            320.000 Acres**

T.0160S, R.0300E, 23 PM, NM  
Sec. 009    W2;  
Eddy County  
Carlsbad FO  
NMNM 18622, NMNM 64593, NMNM 83075  
Stipulations:  
NM-11-LN Special Cultural Resource  
SENM-S-22 Prairie Chickens

**NEW MEXICO PUBLIC DOMAIN-NE**

**NM-200707-058            199.250 Acres**

T.0170N, R.0300E, 23 PM, NM  
Sec. 006    LOTS 1-3;  
             006    SENW,NESW;  
Harding County  
Taos FO  
NMNM 80439  
Stipulations:  
No Stipulations Attached

**NEW MEXICO PUBLIC DOMAIN-SE**

**NM-200707-059**            **160.550 Acres**  
T.0260S, R.0310E, 23 PM, NM  
Sec. 019    LOTS 3,4;  
          019    E2SW;  
Eddy County  
Carlsbad FO  
NMNM 97138  
Stipulations:  
NM-11-LN Special Cultural Resource  
SENM-S-16 Raptor Nests and Heronries

**NM-200707-063**            **1280.000 Acres**  
T.0260S, R.0320E, 23 PM, NM  
Sec. 015    ALL;  
          023    ALL;  
Lea County  
Carlsbad FO  
NMNM 19447, NMNM 27504, NMNM 58823  
NMNM 63760, NMNM 70226  
Stipulations:  
NM-11-LN Special Cultural Resource

**NM-200707-060**            **360.000 Acres**  
T.0190S, R.0320E, 23 PM, NM  
Sec. 005    NENE,E2NW,W2SW,SE;  
Lea County  
Carlsbad FO  
NMNM 97139  
Stipulations:  
NM-11-LN Special Cultural Resource  
SENM-S-22 Prairie Chickens  
SENM-S-34 Zone 3 - POD

**NM-200707-064**            **41.560 Acres**  
T.0190S, R.0330E, 23 PM, NM  
Sec. 018    LOTS 4;  
Lea County  
Carlsbad FO  
NMNM 97145  
Stipulations:  
NM-11-LN Special Cultural Resource  
SENM-S-22 Prairie Chickens

**NM-200707-061**            **40.000 Acres**  
T.0230S, R.0320E, 23 PM, NM  
Sec. 018    NENW;  
Lea County  
Carlsbad FO  
NMNM 105929  
Stipulations:  
NM-11-LN Special Cultural Resource  
SENM-S-22 Prairie Chickens

**NM-200707-065**            **40.000 Acres**  
T.0230S, R.0330E, 23 PM, NM  
Sec. 030    SESE;  
Lea County  
Carlsbad FO  
NMNM 97148  
Stipulations:  
NM-11-LN Special Cultural Resource  
SENM-S-22 Prairie Chickens

**NM-200707-062**            **1800.000 Acres**  
T.0260S, R.0320E, 23 PM, NM  
Sec. 013    N2,SW,W2SE,SESE;  
          014    ALL;  
          024    N2,N2S2,S2SW;  
Lea County  
Carlsbad FO  
NMNM 27504, NMNM 58823  
Stipulations:  
NM-11-LN Special Cultural Resource  
SENM-S-20 Springs, Seeps and Tanks

**NM-200707-066**            **1319.750 Acres**  
T.0250S, R.0330E, 23 PM, NM  
Sec. 004    LOTS 4;  
          005    LOTS 1-4;  
          005    S2N2,S2;  
          009    ALL;  
Lea County  
Carlsbad FO  
NMNM 97149, NMNM 97150  
NMNM 97152, NMNM 97901  
Stipulations:  
NM-11-LN Special Cultural Resource  
SENM-S-22 Prairie Chickens

**NM-200707-067**            **640.000 Acres**  
T.0260S, R.0330E, 23 PM, NM  
Sec. 020    ALL;  
Lea County  
Carlsbad FO  
NMNM 91191  
Stipulations:  
NM-11-LN Special Cultural Resource

**NM-200707-068            120.000 Acres**

T.0200S, R.0390E, 23 PM, NM  
Sec. 018    NWNW;  
          019    E2NW;  
Lea County  
Carlsbad FO  
NMNM 97915  
Stipulations:  
NM-11-LN Special Cultural Resource  
SENM-S-19 Playas and Alkali Lakes

**NM-200707-071            1120.000 Acres**

T.0230N, R.0090W, 23 PM, NM  
Sec. 027    W2,SE;  
          028    E2;  
          033    E2;  
San Juan County  
Farmington FO  
NMNM 33914, NMNM 76848  
Stipulations:  
F-9-CSU Paleontology  
NM-11-LN Special Cultural Resource

**NEW MEXICO PUBLIC DOMAIN-NW**

**NM-200704-069            178.400 Acres**

T.0060N, R.0010W, 23 PM, NM  
Sec. 008    LOTS 1,2;  
          014    LOTS 1-3;  
          014    SWSW;  
          026    LOTS 1;  
Valencia County  
Albuquerque FO  
NMNM 32117  
Federal Energy Regulatory Commission  
Stipulations:  
F-38 NSO- Ephemeral Wash

**NM-200707-070            640.640 Acres**

T.0170N, R.0050W, 23 PM, NM  
Sec. 001    LOTS 1-4;  
          001    S2N2,S2;  
McKinley County  
Farmington FO  
NMNM 95614  
Stipulations:  
BIA-1

**OKLAHOMA PUBLIC DOMAIN**

**NM-200707-072            519.100 Acres**

T.0050N, R.0030E, CM, OK  
Sec. 004    S2S2;  
          006    LOTS 7;  
          007    SENW;  
          009    NW,N2SW;  
          017    NWSE;  
Cimarron County  
Amarillo FO  
OKNM 97296  
Stipulations:  
ORA-1-CSU Floodplain Protection  
ORA-2-CSU Wetland/Riparian  
ORA-5-Lesser Prairie Chicken  
ORA-LN-2 Wildlife Conservation

**NM-200707-073            81.840 Acres**

T.0050N, R.0150E, 17 PM, OK  
Sec. 001    LOTS 3-6;  
          001    TOWNSITE ADDITION #10;  
Pittsburg County  
Tulsa FO  
Stipulations:  
NM-8-LN Coal Reserves  
ORA-2-CSU Wetland/Riparian  
WO-ESA-7 Endangered Species Act

**NM-200707-074            1.000 Acres**

T.0050N, R.0160E, 17 PM, OK  
Sec. 008    LOTS 1;  
Pittsburg County  
Tulsa FO  
Stipulations:  
NM-8-LN Coal Reserves  
ORA-2-CSU Wetland/Riparian  
WO-ESA-7 Endangered Species Act



**NM-200707-075**            **40.000 Acres**  
T.0120N, R.0100W, 17 PM, OK  
Sec. 021    NENE;  
Canadian County  
Tulsa FO  
OKNM 09444  
Stipulations:  
ORA-1-CSU Floodplain Protection  
ORA-2-CSU Wetland/Riparian  
ORA-4 No Surface Occupancy  
WO-ESA-7 Endangered Species Act

**NM-200707-076**            **40.000 Acres**  
T.0290N, R.0150W, 17 PM, OK  
Sec. 029    SWSE;  
Woods County  
Tulsa FO  
OKNM 89188  
Stipulations:  
No Stipulations Attached

**NM-200707-077**            **80.000 Acres**  
T.0290N, R.0160W, 17 PM, OK  
Sec. 035    E2NE;  
Woods County  
Tulsa FO  
OKNM 66283  
Stipulations:  
No Stipulations Attached

**NM-200707-078**            **63.450 Acres**  
T.0160N, R.0180W, 17 PM, OK  
Sec. 011    LOTS 3;  
         015    LOTS 6;  
Dewey County  
Tulsa FO  
OKNM 97235  
Stipulations:  
ORA-1-CSU Floodplain Protection  
ORA-2-CSU Wetland/Riparian  
WO-ESA-7 Endangered Species Act

**NM-200707-079**            **40.000 Acres**  
T.0180N, R.0190W, 17 PM, OK  
Sec. 025    NESE;  
Dewey County  
Tulsa FO  
OKNM 97243  
Stipulations:  
ORA-2-CSU Wetland/Riparian

**NM-200707-080**            **41.370 Acres**  
T.0190N, R.0190W, 17 PM, OK  
Sec. 005    LOTS 3;  
Dewey County  
Tulsa FO  
OKNM 97244  
Stipulations:  
No Stipulations Attached

**NM-200707-081**            **17.100 Acres**  
T.0290N, R.0190W, 17 PM, OK  
Sec. 015    LOTS 4;  
Woods County  
Tulsa FO  
OKNM 97247  
Stipulations:  
ORA-5 Lesser Prairie Chicken

**NM-200707-082**            **40.320 Acres**  
T.0170N, R.0200W, 17 PM, OK  
Sec. 003    LOTS 4;  
Dewey County  
Tulsa FO  
OKNM 97249  
Stipulations:  
No Stipulations Attached

**NM-200707-083**            **237.000 Acres**  
T.0180N, R.0200W, 17 PM, OK  
Sec. 026    NESW;  
         027    LOTS 1-4;  
         027    SWNE;  
         028    LOTS 2-5;  
Dewey County  
Tulsa FO  
OKNM 97250  
Stipulations:  
ORA-1-CSU Floodplain Protection  
ORA-2-CSU Wetland/Riparian  
ORA-4-No Surface Occupancy  
Sec. 27: Lots 3-4  
WO-ESA-7 Endangered Species Act

**NM-200707-084 52.550 Acres**

T.0180N, R.0200W, 17 PM, OK  
Sec. 030 LOTS 1-5;  
Dewey County  
Tulsa FO  
OKNM 97250  
Stipulations:  
ORA-1-CSU Floodplain Protection  
ORA-2-CSU Wetland/Riparian  
WO-ESA-7 Endangered Species Act

**NM-200707-085 80.000 Acres**

T.0190N, R.0200W, 17 PM, OK  
Sec. 020 SENE,SESW;  
Dewey County  
Tulsa FO  
NMNM 97251  
Stipulations:  
ORA-2-CSU Wetland/Riparian

**NM-200707-086 80.000 Acres**

T.0240N, R.0200W, 17 PM, OK  
Sec. 028 SESE;  
030 SWSE;  
Woodward County  
Tulsa FO  
OKNM 97253  
Stipulations:  
ORA-5 Lesser Prairie Chicken

**NM-200707-087 416.750 Acres**

T.0270N, R.0200W, 17 PM, OK  
Sec. 001 LOTS 1-4;  
012 LOTS 1-4;  
012 N2NE,SWNE,NWSE,SESE;  
Woods County  
Tulsa FO  
OKNM 64521, OKNM 97254  
Stipulations:  
ORA-1-CSU Floodplain Protection  
ORA-2-CSU Wetland/Riparian  
ORA-5 Lesser Prairie Chicken  
WO-ESA-7 Endangered Species Act

**NM-200707-088 23.620 Acres**

T.0290N, R.0200W, 17 PM, OK  
Sec. 018 LOTS 3;  
Woods County  
Tulsa FO  
OKNM 97257  
Stipulations:  
No Stipulations Attached

**NM-200707-089 143.550 Acres**

T.0170N, R.0210W, 17 PM, OK  
Sec. 001 LOTS 1,4;  
006 LOTS 4;  
022 SENW;  
Roger Mills County  
Tulsa FO  
OKNM 97260  
Stipulations:  
ORA-1-CSU Floodplain Protection  
ORA-2-CSU Wetland/Riparian  
ORA-4-No Surface Occupancy  
WO-ESA-7 Endangered Species Act

**NM-200707-090 40.000 Acres**

T.0150N, R.0220W, 17 PM, OK  
Sec. 011 SESE;  
Roger Mills County  
Tulsa FO  
OKNM 97264  
Stipulations:  
ORA-2-CSU Wetland/Riparian

**NM-200707-091 73.460 Acres**

T.0170N, R.0220W, 17 PM, OK  
Sec. 012 LOTS 1,5;  
012 ACCR & RIPR TO LOTS 1&5;  
012 SEE EXB A FOR M&B W/MAP;  
Roger Mills and Ellis Counties  
Tulsa FO  
OKNM 97924  
Roger Mills Co - 60.42 AC  
Ellis Co - 13.04 AC  
Stipulations:  
ORA-1-CSU Floodplain Protection  
ORA-2-CSU Wetland/Riparian  
WO-ESA-7 Endangered Species Act

**NM-200707-092 40.000 Acres**

T.0250N, R.0220W, 17 PM, OK  
Sec. 007 NWNE;  
Harper County  
Tulsa FO  
OKNM 97268  
Stipulations:  
ORA-5 Lesser Prairie Chicken

**TEXAS ACQUIRED**

**NM-200707-093**            **33.610 Acres**  
T.0090N, R.0230W, 17 PM, OK  
Sec. 012    LOTS 3;  
          012    ACCR&RIPR TO LOT 3;  
          012    REMAINDER OF LOT 4;  
          012    ACCR&RIPR TO LOT 4;  
          012    SEE EXH **B** FOR M&B W/MAP;  
Beckham County  
Tulsa FO  
Stipulations:  
ORA-1-CSU Floodplain Protection  
ORA-2-CSU Wetland/Riparian

**OKLAHOMA ACQUIRED-NE**

**NM-200707-094**            **320.000 Acres**  
T.0180N, R.0010E, 17 PM, OK  
Sec. 012    S2;  
Payne County  
Tulsa FO  
OKNM 32635, OKNM 52548, OKNM 67513  
Oklahoma State University  
Lake Carl Blackwell  
US OWNS 75% MINERAL INTEREST  
Stipulations:  
ORA-2-CSU Wetland/Riparian  
OSU-1 NSO - Lake Carl Blackwell  
OSU-2 POD - Lake Carl Blackwell

**NM-200707-095**            **79.530 Acres**  
T.0180N, R.0020E, 17 PM, OK  
Sec. 007    LOTS 3;  
          007    NESW;  
Payne County  
Tulsa FO  
OKNM 80959  
Oklahoma State University  
Lake Carl Blackwell  
US OWNS 75% MINERAL INTEREST  
Stipulations:  
ORA-2-CSU Wetland/Riparian  
OSU-1 NSO Lake Carl Blackwell  
OSU-2 POD - Lake Carl Blackwell

**NM-200707-096**            **44.250 Acres**  
TX  
TR 100-1,100-3;  
Hill County  
Tulsa FO  
CORPS OF ENGINEERS  
AQUILLA LAKE, MID-BRAZOS PROJECT  
Stipulations:  
COE(NSO) Aquilla Lake

**NM-200707-097**            **109.500 Acres**  
TX  
TR 104;  
Hill County  
Tulsa FO  
CORPS OF ENGINEERS  
AQUILLA LAKE, MID-BRAZOS PROJECT  
Stipulations:  
COE(NSO) Aquilla Lake

**NM-200707-098**            **278.000 Acres**  
TX  
TR 110,115,120;  
Hill County  
Tulsa FO  
CORPS OF ENGINEERS  
AQUILLA LAKE, MID-BRAZOS PROJECT  
Stipulations:  
COE(NSO) Aquilla Lake

**NM-200707-099**            **368.860 Acres**  
TX  
TR 111,112,113,114-1,122;  
Hill County  
Tulsa FO  
CORPS OF ENGINEERS  
AQUILLA LAKE, MID-BRAZOS PROJECT  
Stipulations:  
COE(NSO) Aquilla Lake

**NM-200707-100**            **41.800 Acres**  
TX  
TR W-R 1614,W-R 1616;  
Johnson County  
Tulsa FO  
CORPS OF ENGINEERS  
WHITNEY LAKE, MID-BRAZOS PROJECT  
Stipulations:  
COE(NSO) Whitney Lake

**NM-200707-101**            **43.000 Acres**  
TX  
TR 103,201;  
Hill County  
Tulsa FO  
CORPS OF ENGINEERS  
AQUILLA LAKE, MID-BRAZOS PROJECT  
Stipulations:  
COE(NSO) Aquilla Lake

**NM-200707-102**            **63.395 Acres**  
TX  
TR 68;  
SEE EXH **C** FOR M&B W/MAP;  
Wise County  
Tulsa FO  
LBJ NATIONAL GRASSLANDS  
TXNM 96490  
Stipulations:  
FS1  
FS8(TX)CSU1F  
FS8(TX)CSU1H  
QUAD NO. 3397244

**NM-200707-103**            **144.542 Acres**  
TX  
TR 223;  
TR SEE EXH **D** FOR M&B W/MAP;  
Wise County  
Tulsa FO  
**PENDING PRESALE OFFER NO. TXNM 116225**  
TXNM 83451  
Stipulations:  
ORA-2-CSU Wetland/Riparian  
WO-ESA-7 Endangered Species Act  
QUAD NO. 3397243

**NM-200707-104**            **92.028 Acres**  
TX  
TR 239;  
SEE EXH **E** FOR M&B W/MAP;  
Wise County  
Tulsa FO  
LBJ NATIONAL GRASSLANDS  
TXNM 96491  
Stipulations:  
FS1  
FS8(TX)CSU1F  
FS8(TX)CSU1H  
QUAD NO. 3397243

**NM-200707-105**            **67.400 Acres**  
TX  
TR 411-1;  
SEE EXH **F** FOR M&B W/MAP;  
Wise County  
Tulsa FO  
LBJ NATIONAL GRASSLANDS  
TXNM 96973  
Stipulations:  
FS1  
FS8(TX)CSU1F  
FS8(TX)CSU1H  
QUAD NO. 3397244

**NM-200707-106**            **17.017 Acres**  
TX  
TR 648 PARCEL #1;  
SEE EXH **G** FOR M&B W/MAP;  
Wise County  
Tulsa FO  
LBJ NATIONAL GRASSLANDS  
TXNM 96132  
Stipulations:  
FS1  
FS8(TX)CSU1H  
FS8(TX)TLS1C  
QUAD NO. 3397241

**NM-200707-107**            **85.000 Acres**  
TX  
TR 686;  
SEE EXH **H** FOR M&B W/MAP;  
Wise County  
Tulsa FO  
LBJ NATIONAL GRASSLANDS  
TXNM 97178  
Stipulations:  
FS1  
FS8(TX)CSU1F  
FS8(TX)CSU1H  
QUAD NO. 3397242

**NM-200707-108**            **134.235 Acres**  
TX  
TR 805;  
SEE EXH **I** FOR M&B W/MAP;  
Wise County  
Tulsa FO  
LBJ NATIONAL GRASSLANDS  
US OWNS 50% MINERAL INTEREST-90.00 AC  
TXNM 96787  
Stipulations:  
FS1  
FS8(TX)CSU1F  
FS8(TX)CSU1H  
QUAD NO. 3397231

NM-200707-109 110.000 Acres

TX  
TR 806;  
SEE EXH J FOR M&B W/MAP;  
Wise County  
Tulsa FO  
LBJ NATIONAL GRASSLANDS  
TXNM 96788  
Stipulations:  
FS1  
FS8(TX)CSU1F  
FS8(TX)CSU1H  
QUAD NO. 3397231

NM-200707-110 200.000 Acres

TX  
TR NR-35-1;  
Live Oak County  
Tulsa FO  
BUREAU OF RECLAMATION  
NUECES RIVER PROJECT  
US OWNS 50% MINERAL INTEREST  
TXNM 97171  
Stipulations:  
BOR-GS  
QUAD NO. 2898134

**This parcel may have a non-participating royalty interest (NPRI) reserved. This is a separate royalty payment, in addition to the royalty paid to the United States under the terms of any BLM Lease issued, and is paid by the lessee directly to the NPRI owner.**

NM-200707-111 488.580 Acres

TX  
TR NR-46;  
McMullen and Live Oak Counties  
Tulsa FO  
BUREAU OF RECLAMATION  
NUECES RIVER PROJECT  
MCMULLEN COUNTY - 298.19 AC  
LIVE OAK COUNTY- 190.39 AC  
TXNM 97172  
Stipulations:  
BOR-GP-135

**This parcel may have a non-participating royalty interest (NPRI) reserved. This is a separate royalty payment, in addition to the royalty paid to the United States under the terms of any BLM Lease issued, and is paid by the lessee directly to the NPRI owner.**

NM-200707-112 341.000 Acres

TX  
TR NR-40, NR-48M;  
McMullen and Live Oak Counties  
Tulsa FO  
BUREAU OF RECLAMATION  
NUECES RIVER PROJECT  
LIVE OAK COUNTY-183.60AC  
MCMULLEN COUNTY -157.40AC  
TXNM 97173, TXNM 97174  
Stipulations:  
BOR-GP-135  
QUAD NO. 2898134

**This parcel may have a non-participating royalty interest (NPRI) reserved. This is a separate royalty payment, in addition to the royalty paid to the United States under the terms of any BLM Lease issued, and is paid by the lessee directly to the NPRI owner.**

NM-200707-113 17.400 Acres

TX  
TR W-C 290;  
Hill County  
Tulsa FO  
CORPS OF ENGINEERS  
WHITNEY LAKE  
Stipulations:  
COE(NSO) Whitney Lake

NM-200707-114 7.600 Acres

TX  
TR S-1z;  
TR SEE EXH K FOR M&B W/MAP;  
Shelby County  
Tulsa FO  
**PENDING PRESALE OFFER NO. TXNM 118220**  
TXNM 61389  
Stipulations:  
ORA-4-NSO No Surface Occupancy  
QUAD NO. 3193323

Number of Parcels - 114

Total Acreage - 67,120.297

Total number of Parcels with  
Presale Offers - 6

Parcel Number of Parcels with  
Presale Offers - 16-19, 103, 114

Total Acreage With Presale  
Offers - 6,032.262

Any portion of the listed lands may be deleted upon determination that such lands are not available for leasing.

**METES AND BOUNDS DESCRIPTION  
OF LOT 1 (3.10 ACRES) AND THE ACCRETION AND RIPARIAN ACREAGE  
TO LOT 1, SECTION 12, T17N-R22W,  
NOT COVERED BY BLM LEASE OKNM-0140971 A,  
LOCATED ALONG THE CANADIAN RIVER,  
ELLIS COUNTY, OKLAHOMA  
(Bearings and Distances are Geodetic)**

**Beginning at the ancient meander corner on the ancient left bank between Sections 1 and 12, T17N-R22W, said point being North 89°58'59" East a distance of 442.26 feet from an Iron Rod with cap at the Northwest corner of Section 12, T17N-R22W, Ellis County, Oklahoma;**

**Thence South 67°22'16" East a distance of 1467.42 feet to a proportional point on the 2006 left bank;**

**Thence South 40°23'41" East a distance of 96.13 feet to a point on the 2006 medial line;**

**Thence along the 2006 medial line the following courses and distances:**

- South 49°36'18" West a distance of 197.93 feet;**
- South 19°40'45" West a distance of 67.11 feet;**
- South 15°04'00" West a distance of 54.40 feet;**
- South 26°54'06" West a distance of 121.62 feet;**
- South 38°44'09" West a distance of 112.54 feet;**
- South 11°35'48" West a distance of 41.29 feet to a point;**

**Thence North 78°24'13" West a distance of 155.11 feet to a proportional point on the 2006 left bank;**

**Thence North 70°53'52" West a distance of 470.14 feet to a point on the Easterly boundary of BLM lease OKNM-0140971 A;**

**Thence along the Easterly and Northerly boundary of said BLM lease the following courses and distances:**

- North 26°00'00" East a distance of 620.09 feet;**
- North 64°00'00" West a distance of 858.00 feet to the POINT OF BEGINNING, and containing 9.94 acres of land more or less.**

**Total in Lot 1 of Section 12 not covered by BLM lease OKNM-0140971 A is 13.04 acres of land more or less.**

**METES AND BOUNDS DESCRIPTION  
OF LOT 5 (21.60 ACRES) AND THE ACCRETION AND RIPARIAN ACREAGE  
TO LOT 5, SECTION 12, T17N-R22W,  
NOT COVERED BY BLM LEASE OKNM-0140971 A,  
LOCATED ALONG THE CANADIAN RIVER,  
ROGER MILLS COUNTY, OKLAHOMA  
(Bearings and Distances are Geodetic)**

Beginning at the ancient meander corner on the ancient right bank between Sections 12 and 13, said point being North 89°59'10" West a distance of 900.36 feet from an Iron Rod with cap at the South Quarter corner of Section 12, T17N-R22W, Roger Mills County, Oklahoma;

Thence North 83°22'56" West a distance of 1727.96 feet to a proportional point on the 2006 right bank;

Thence North 55°59'12" West a distance of 580.84 feet to a point on the 2006 medial line;

Thence along the 2006 medial line the following courses and distances:

- North 34°00'46" East a distance of 37.83 feet;
- North 25°01'24" East a distance of 213.19 feet;
- North 30°29'06" East a distance of 215.35 feet;
- North 25°51'03" East a distance of 300.59 feet;
- North 18°08'42" East a distance of 45.84 feet;
- North 06°25'13" East a distance of 58.76 feet;
- North 46°11'54" East a distance of 249.97 feet;
- North 17°56'39" East a distance of 69.47 feet;
- North 33°02'27" East a distance of 104.46 feet;
- North 25°57'12" East a distance of 281.70 feet;
- North 31°27'17" East a distance of 85.80 feet to a point;

Thence South 58°32'43" East a distance of 218.59 feet to a proportional point on the 2006 right bank;

Thence South 73°32'55" East a distance of 1807.16 feet to the Northwest corner of said Lot 5;

Thence along the adjusted ancient right bank, South 16°00'00" West a distance of 19.28 feet to a point on the Northerly boundary of BLM lease OKNM-0140971 A;

Thence along the boundary of said BLM lease the following courses and distances:

- South 88°00'00" West a distance of 1907.40 feet;
- South 02°00'00" East a distance of 415.80 feet;
- South 21°30'00" West a distance of 270.60 feet;
- South 68°30'00" East a distance of 1590.60 feet to the POINT OF BEGINNING, and containing 38.82 acres of land more or less.

Total in Lot 5 of Section 12 not covered by BLM lease OKNM-0140971 A is 60.42 acres of land more or less.

**METES AND BOUNDS DESCRIPTION**  
**OF LOT 3 (5.00 ACRES) AND THE ACCRETION AND RIPARIAN ACREAGE TO LOT 3,**  
**SECTION 12, T9N-R23W, LOCATED ALONG THE NORTH FORK OF THE RED**  
**RIVER, BECKHAM COUNTY, OKLAHOMA**  
**(Bearings and Distances are Geodetic)**

**Beginning at the Southwest corner of Lot 3, said point being South 00°10'45" West a distance of 1452.07 feet from a 3/8" Iron Rod with cap at the North Quarter corner of Section 12, T9N-R23W, Beckham County, Oklahoma;**

**Thence along the ancient left bank to following courses and distances:**

**North 89°55'40" East a distance of 645.02 feet;**

**South 83°30'15" East a distance of 668.42 feet to the Southeast corner of said Lot 3;**

**Thence South 11°10'44" West a distance of 464.10 feet to a proportional point on the 2007 left bank;**

**Thence South 14°48'12" East a distance of 42.52 feet to a point on the 2007 medial line;**

**Thence along the 2007 medial line the following courses and distances:**

**South 75°11'48" West a distance of 152.48 feet;**

**South 75°23'14" West a distance of 45.09 feet;**

**South 82°38'44" West a distance of 42.86 feet;**

**South 89°04'06" West a distance of 52.79 feet;**

**North 68°51'40" West a distance of 142.82 feet;**

**North 79°35'52" West a distance of 82.17 feet;**

**North 77°50'30" West a distance of 97.05 feet;**

**North 52°50'10" West a distance of 27.05 feet;**

**South 87°47'11" West a distance of 74.55 feet;**

**South 82°28'54" West a distance of 91.57 feet;**

**South 70°29'22" West a distance of 151.51 feet;**

**South 60°31'40" West a distance of 192.48 feet;**

**South 55°03'59" West a distance of 27.21 feet;**

**South 48°07'50" West a distance of 65.56 feet;**

**South 40°26'18" West a distance of 89.43 feet;**

**South 40°02'33" West a distance of 139.86 feet;**

**South 48°56'16" West a distance of 192.30 feet;**

**South 50°06'35" West a distance of 70.70 feet to a point;**

**Thence North 39°53'26" West a distance of 61.18 feet to a proportional point on the 2007 left bank;**

**Thence North 17°02'20" East a distance of 1092.09 feet to the POINT OF BEGINNING, and containing 20.31 acres of land more or less.**

**TOTAL in Lot 3 of Section 12 is 25.31 acres of land more or less.**



**METES AND BOUNDS DESCRIPTION**  
**OF THAT PORTION OF THE REMAINDER OF LOT 4, SECTION 12,**  
**T9N-R23W, LOCATED ALONG THE NORTH FORK OF THE RED RIVER, BECKHAM**  
**COUNTY, OKLAHOMA**  
**(Bearings and Distances are Geodetic)**

**Beginning at the Northwest corner of said Lot 4, said point being South 00°10'45" West a distance of 1314.09 feet and South 89°56'33" East a distance of 1309.18 feet from a 3/8" Iron Rod with cap at the North Quarter corner of Section 12, T9N-R23W, Beckham County, Oklahoma;**

**Thence along the North line of said Lot 4, South 89°56'33" East a distance of 696.51 feet to a point on the 2007 medial line;**

**Thence along the 2007 medial line the following courses and distances:**

**South 22°11'27" West a distance of 32.51 feet;**

**South 22°01'08" West a distance of 59.20 feet;**

**South 13°38'39" West a distance of 67.33 feet;**

**South 11°52'29" West a distance of 67.05 feet;**

**South 22°35'16" West a distance of 69.04 feet to a point on the ancient left bank;**

**Thence along the ancient left bank, North 83°30'15" West a distance of 610.22 feet to the Southwest corner of said Lot 4, said point also being the Southeast corner of Lot 3;**

**Thence along the West line of said Lot 4, North 00°07'29" East a distance of 211.46 feet to the POINT OF BEGINNING, and containing 3.70 acres of land more or less.**

**METES AND BOUNDS DESCRIPTION**  
**OF THE ACCRETION AND RIPARIAN ACREAGE TO LOT 4, SECTION 12,**  
**T9N-R23W, LOCATED ALONG THE NORTH FORK OF THE RED RIVER, BECKHAM**  
**COUNTY, OKLAHOMA**  
**(Bearings and Distances are Geodetic)**

**Beginning at the Southwest corner of Lot 4, said point being South 00°10'45" West a distance of 1525.70 feet and South 89°56'33" East a distance of 1309.19 feet from a 3/8" Iron Rod with cap at the North Quarter corner of Section 12, T9N-R23W, Beckham County, Oklahoma;**

**Thence along the ancient left bank, South 83°30'15" East a distance of 610.22 feet to a point on the 2007 medial line;**

**Thence along the 2007 medial line the following courses and distances:**

- South 22°35'16" West a distance of 60.01 feet;**
- South 43°26'30" West a distance of 196.70 feet;**
- South 60°31'51" West a distance of 177.50 feet;**
- South 66°31'33" West a distance of 74.93 feet;**
- South 69°52'24" West a distance of 151.66 feet;**
- South 62°33'55" West a distance of 75.64 feet;**
- South 75°11'48" West a distance of 97.56 feet to a point;**

**Thence North 14°48'12" West a distance of 42.52 feet to a proportional point on the 2007 left bank;**

**Thence North 11°10'44" East a distance of 464.10 feet to the POINT OF BEGINNING, and containing 4.60 acres of land more or less.**

**DESCRIPTION FOR MINERAL LEASING  
OF TRACT 68  
63.395 ACRES  
LBJ NATIONAL GRASSLANDS  
WISE COUNTY, TEXAS**

All that certain tract or parcel of land lying and being in Wise County, Texas, and being a part of Block or Section No. 5 of the John M. Wade Survey, herein described for mineral leasing purposes only and containing approximately 63.395 acres, more or less. Tract 68 was acquired from William B. Rubey and wife, Marian Rubey, by deed dated July 9, 1940 and recorded in Volume 144, Page 341, Deed Records, Wise County, Texas. It is not the intent of this description of Tract 68 to include any lands within any adjacent Bureau of Land Management (BLM) lease offers or issued leases.

Beginning at a stake at the recognized center of the North Quarter of said Block or Section No. 5;

Thence six lines being the boundary of Tract 68;

S 44° 23' W, 2009.64 feet to a stake for corner;

S 41° 40' E, 1290.46 feet to a stake for corner;

N 46° 12' E, 677.57 feet to a stake for corner;

S 41° 37' E, 94.50 feet to a stake for corner;

N 36° 33' E, 249.75 feet to a stake for corner;

N 45° 14' E, 1151.39 feet to a stake for corner, 38562.15 feet N 31° 22' E from the Cowen U.S.C. & G. Triangulation Station;

Thence N 44° 20' W, 1385.82 feet to the place of beginning, containing 63.395 acres, more or less, and being the same land conveyed to William B. Rubey by warranty deed dated April 23, 1931 from A. C. Rubey, et ux, and recorded in Volume 134, Page 306, Deed Records, Wise County, Texas.

**DESCRIPTION FOR MINERAL LEASING  
OF TRACT 223  
0.00 SURFACE ACRES  
144.542 MINERAL ACRES  
LBJ NATIONAL GRASSLANDS  
WISE COUNTY, TEXAS**

All that certain tract or parcel of land lying and being in Wise County, Texas, and being designated as Block No. 22 in the Bell County School Land Survey. Tract 223 was acquired from the J. C. Hines Estate by deed dated July 10, 1940 and recorded in Volume 144, Page 402, Deed Records, Wise County, Texas, containing 144.542 acres described as follows for mineral leasing purposes only. This entire tract contains private surface ownership as conveyed to Charles A. Becker by Exchange Deed dated April 5, 1976. The U.S. is no longer the surface managing agency. It is not the intent of this description of Tract 223 to include any lands within any adjacent Bureau of Land Management (BLM) lease offers or issued leases.

Beginning at a stake at the recognized south corner of said Block No. 22, 34,787.49 feet N 36° 06' W from the Cowen U.S.C. & G. Triangulation Station;

Thence with the recognized southeast boundary of said Block No. 22, N 44° 48' E, 146.42 feet to a stake;

Thence continuing with the recognized southeast boundary of said Block No. 22, N 44° 46' E, 2164.96 feet to a stake at the recognized east corner of said Block No. 22;

Thence with the recognized northeast boundary of said Block No. 22, N 41° 40' W, 1340.27 feet to a stake;

Thence N 33° 50' W, 1169.94 feet to a stake at the recognized north corner of said Block No. 22;

Thence S 48° 06' W, 2684.31 feet to a stake at the recognized west corner of said Block No. 22;

Thence with the recognized southwest boundary of said Block No. 22, S 46° 23' E, 2639.27 feet to the place of beginning, containing 144.542 acres, more or less.

**DESCRIPTION FOR MINERAL LEASING  
OF TRACT 239  
92.028 ACRES  
LBJ NATIONAL GRASSLANDS  
WISE COUNTY, TEXAS**

All that certain tract or parcel of land lying and being in Wise County, Texas, and being part of Blocks No. 10 and 23 of the Bell County School Land Survey, herein described for mineral leasing purposes only and containing approximately 92.028 acres, more or less. Tract 239 was acquired from Irvin Woodruff and wife, Bonnie Woodruff, by deed dated January 17, 1940 recorded in Volume 140, Page 417, Deed Records, Wise County, Texas. It is not the intent of this description of Tract 239 to include any lands within any adjacent Bureau of Land Management (BLM) lease offers or issued leases.

Beginning at a stake 33,214.02 feet N 35° 22' W from the Cowen U.S.C. & G. Triangulation Station;

Thence seven lines with the boundary of Tract 239:

N 45° 51' W 1622.78 feet to a stake in the center of a ravine;  
S 44° 47' W 146.42 feet to a stake;  
S 48° 51' W 1409.76 feet to a stake;  
S 44° 50' W 1300.29 feet to a stake;  
S 46° 27' E 1430.42 feet to a stake;  
N 42° 13' E, 2399.84 feet to a stake in the center of a ravine;  
S 65° 52' E 326.52 feet to a stake;

Thence N 45° 11' E, 331.99 feet to the place of beginning, containing 92.028 acres, more or less and being the same land conveyed by Mrs. N. C. Woodruff to Irvin Woodruff and wife on February 3, 1910, by deed of record in Volume 113, Page 406, Deed Records of Wise County, Texas.

**DESCRIPTION FOR MINERAL LEASING  
OF TRACT 411-1  
67.40 ACRES  
LBJ NATIONAL GRASSLANDS  
WISE COUNTY, TEXAS**

All that certain tract or parcel of land lying and being in Wise County, Texas, and being part of Block 10 of League 2, Hunt County School Land Survey, herein described for mineral leasing purposes only and containing approximately 67.40 acres, more or less. Tract 411-1 was acquired as part of a 319.75 acre tract of land identified as Tract 411 from Estelle Lattner Brown and Forrest C. Lattner, by deed dated January 16, 1971 recorded in Volume 307, Page 463, Deed Records, Wise County, Texas. It is not the intent of this description of Tract 411-1 to include any lands within any adjacent Bureau of Land Management (BLM) lease offers or issued leases.

Beginning 350 varas N 44° 00' W from the east corner of Block 10, League 2, Hunt County School Land Survey;

Thence five lines with the boundary of Tract 411-1;

N 45° 00' W 475.00 varas to point identified as corner 2 of Tract 411-1;  
S 45° 00' W 300.00 varas to point identified as corner 3 of Tract 411-1;  
S 45° 00' E 110.50 varas to point identified as corner 4 of Tract 411-1;  
S 45° 00' W 650.00 varas to point identified as corner 5 of Tract 411-1;  
S 45° 00' E 364.50 varas to point identified as corner 6 of Tract 411-1;

Thence N 45° 00' E, 950.00 varas to the place of beginning, containing 67.40 acres, more or less.

**DESCRIPTION OF TRACT 648 PARCEL #1  
17.017 ACRES  
LBJ NATIONAL GRASSLANDS  
WISE COUNTY, TEXAS**

All that certain tract or parcel of land lying in Wise County, Texas, within the J. W. Bailey Survey, Abstract No. 58, and being the south portion of Tract 648 identified as Parcel #1 for mineral leasing purposes only and containing approximately 17.017 acres, more or less. Parent Tract 648 was acquired from the Alvord National Bank by deed dated March 27, 1941 and recorded in Volume 147, Page 397, Deed Records, Wise County, Texas. Tract 648 Parcel #1 is further described as follows for mineral leasing purposes only. It is not the intent of this description of Tract 648 Parcel #1 to include any lands within any adjacent Bureau of Land Management (BLM) lease offers or issued leases.

Beginning at a point in the east boundary line of the J. W. Bailey Survey and the west boundary line of the G. Y. Ray Survey, A-732, identical with corner 8 of Forest Service Tract 648, said point being S 01° 22' W 560.51 feet from the northwest corner of the G. Y. Ray Survey;

Thence N 57° 45' W, 1,129.66 feet to a point for corner for Tract 648 Parcel #1, said point being inside the J. W. Bailey Survey;

Thence N 88° 08' 20" W, 742.244 feet to a point for corner for Tract 648 Parcel #1, said point being on the west boundary line of the J. W. Bailey Survey;

Thence S 00° 25' W, along the west boundary line of the J. W. Bailey Survey, 356.019 feet to a point for corner for Tract 648 Parcel #1, identical with corner 5 of Tract 648, said point being at the southeast corner of the T. D. Robertson Survey;

Thence continuing with the west boundary line of the J. W. Bailey Survey, S 02° 35' E, 232.74 feet to a point for corner for Tract 648 Parcel #1, identical with corner 6 of Tract 648;

Thence S 31° 52' E, 42.44 feet to a point for corner for Tract 648 Parcel #1, identical with corner 7 of Tract 648, said point being in the north boundary of private lands;

Thence with the boundary of said private lands, S 89° 55' E, 1,666.93 feet to the place of beginning, containing approximately 17.017 acres, be the same more or less.

**EXHIBIT H**

**DESCRIPTION FOR MINERAL LEASING  
OF TRACT 686  
85.00 ACRES  
LBJ NATIONAL GRASSLANDS  
WISE COUNTY, TEXAS**

All that certain tract or parcel of land lying and being in Wise County, Texas, and being a part of Blocks No. 7 and 8 in the Dallas County School Land Survey, A-237. Tract 686 was acquired from G. B. Bowman and wife, Minnie Bowman, by deed dated June 14, 1941 and recorded in Volume 148, Page 41, Deed Records, Wise County, Texas, containing 85.00 acres described as follows for mineral leasing purposes only. It is not the intent of this description of Tract 686 to include any lands within any adjacent Bureau of Land Management (BLM) lease offers or issued leases.

**First Tract, 80.00 acres, and being a part of Block 8 of Dallas County School Land Survey:**  
Beginning at the northeast corner of said Block 8, Dallas County School Land Survey;

Thence West, 950 varas to a point for corner of the first block of Tract 686, same being the northeast corner of Block 7, Dallas County School Land Survey;

Thence South, 475 varas to a point for corner of the first block of Tract 686

Thence East, 950 varas to a point for corner of the first block of Tract 686, said point on the east boundary line of Block 8;

Thence North, 475 varas to the place of beginning, containing 80.00 acres, more or less, for the first block of Tract 686.

**Second Tract, 5.00 acres, and being a part of Block 7 of Dallas County School Land Survey:**  
Beginning at the northeast corner of said Block 7, Dallas County School Land Survey;

Thence West, 70 varas to a point for corner of the second block of Tract 686;

Thence South, 475 varas to a point for corner of the second block of Tract 686

Thence East, 70 varas to a point for corner of the second block of Tract 686, said point on the east boundary line of Block 7;

Thence North, 475 varas to the place of beginning, containing 5.00 acres, more or less, for the second block of Tract 686.



**DESCRIPTION FOR MINERAL LEASING  
OF TRACT 805  
134.235 ACRES  
LBJ NATIONAL GRASSLANDS  
WISE COUNTY, TEXAS**

All that certain tract or parcel of land lying and being in Wise County, Texas, and being all of subdivision No. 2 of Section No. 9 and a part of subdivision No. 3 of Section No. 8 of the Cook County School Land Survey herein described for mineral leasing purposes only and containing approximately 134.235 acres, more or less. Tract 805 was acquired from Henry Smith by deed dated November 1, 1941 and recorded in Volume 148, Page 523, Deed Records, Wise County, Texas. This tract is subject to a one-half reserved mineral interest in all oil and minerals in the northern 90 acres described in the deed from J. H. Procter and wife in favor of W. A. Mason and C. D. Mason, dated December 27, 1915, and recorded in Volume 83, Page 315, Deed Records, Wise County, Texas. It is not the intent of this description of Tract 805 to include any lands within any adjacent Bureau of Land Management (BLM) lease offers or issued leases.

Beginning at a stake in the south boundary of said Subdivision No. 3 of Section No. 8, 14,537.36 feet N 01° 21' E from the Chico U.S.C. & G. Triangulation Station;

Thence N 02° 33' E, 2546.15 feet to a stake identified as corner 2 of Tract 805, in the north boundary of said Subdivision No. 3 of Section No. 8;

Thence N 87° 51' W, 1237.51 feet to a stake identified as corner 3 of Tract 805, in the north boundary of said Subdivision No. 2 of Section No. 9;

Thence N 87° 25' W, with the north boundary of Subdivision No. 2 of Section No. 9, 1048.85 feet to a stake identified as corner 4 of Tract 805, the recognized northwest corner of said Subdivision No. 2 of Section No. 9;

Thence three lines with the recognized west boundary of said Subdivision No. 2 of Section No. 9 and Tract 805;

S 03° 07' W, 13.70 feet to a stake for corner identified as corner 5 of Tract 805;

S 02° 10' W, 1272.76 feet to a stake for corner identified as corner 6 of Tract 805;

S 02° 23' W, 1311.00 feet to a stake for corner identified as corner 7 of Tract 805, the recognized southwest corner of said Subdivision No. 2 of Section No. 9;

Thence S 89° 17' E, with the recognized south boundary of said Subdivision No. 2 of Section No. 9, 1416.07 feet to a stake for corner identified as corner 8 of Tract 805, same being the recognized southeast corner of said Subdivision No. 2 of Section No. 9 and the recognized southwest corner of said Subdivision No. 3 of Section No. 8;

Thence S 88° 38' E, with the south boundary of said Subdivision No. 3 of Section No. 8, 856.80 to the place of beginning containing 134.236 acres of land, less and except that part or parcel of land which is occupied by a grave, said parcel being described as follows:

Beginning at a stake at the northeast corner of said parcel 364.96 feet S 84° 59' W from the northeast corner of the above described tract;

Thence, with the north boundary of said parcel, N 77° 22' W, 8.00 feet to a stake at the northwest corner of said parcel;

Thence, with the west boundary of said parcel, S 10° 36' W, 5.16 feet to a stake at the southwest corner of said parcel;

Thence, with the south boundary of said parcel, S 78° 09' E, 8.17 feet to a stake at the southeast corner of said parcel;

Thence, with the east boundary of said parcel, N 08° 38' E, 5.06 feet to the place of beginning, containing 0.001 acre of land, leaving a net area of 134.235 acres, more or less, for Tract 805, and being the same land conveyed to Ruby Eakin, et vir, to Henry Smith by deed dated March 26, 1936 and recorded in Volume 131, Page 522, deed records of Wise County, Texas.

Description of northern 90 acres subject to one-half (50%) interest reserved in and description taken from deed dated December 27, 1915 from J. H. Procter and wife to W. A. Mason and C. D. Mason, Volume 83, Page 315, Deed Records, Wise County, Texas.

Conveys 130 acres of land in Wise County, Texas in two tracts out of Cooke County School Land Survey, save and except 40 acres:

1. 80 acres, being sur 2, sec 9: Beginning at the northeast corner of sur 1, sec 9, and the northeast corner of sur 3, sec 8, of said school land; thence North with its west boundary line, a stake for corner; thence West 498 varas to northeast corner of sur 3, sec 9; thence South with its east boundary line 450 varas, its southeast corner and the northeast corner of sur 4, sec 9, 911 varas, a stake on its east boundary line; thence East 494 varas to the place of beginning.
2. 50 acres out of sur 3, sec 8; Beginning at the northwest corner of sur 3, sec 8; thence East 297 varas; thence South 950 varas; thence West 297 varas; thence North 950 varas to the place of beginning.

In all 130 acres out of said survey, 50 acres being off the west end of sur 3, sec 8, of said school land; save and except 40 acres off the south side of the above described land.

**DESCRIPTION FOR MINERAL LEASING  
OF TRACT 806  
110.00 ACRES  
LBJ NATIONAL GRASSLANDS  
WISE COUNTY, TEXAS**

**All that certain tract or parcel of land lying and being in Wise County, Texas, and being out of Subdivision No. 3 of Section No. 8 of the Cook County School Land Survey herein described for mineral leasing purposes only and containing approximately 110.00 acres, more or less. Tract 806 was acquired from G. R. Smith and wife, Pernie Smith, by deed dated June 13, 1941 and recorded in Volume 147, Page 598, Deed Records, Wise County, Texas. It is not the intent of this description of Tract 806 to include any lands within any adjacent Bureau of Land Management (BLM) lease offers or issued leases.**

**Beginning at the southeast corner said Subdivision No. 3 Section No. 8;**

**Thence North, 950 varas to the northeast corner of said subdivision, a point identified as corner 2 of Tract 806;**

**Thence West, 653 varas to a point identified as corner 3 of Tract 806;**

**Thence South, 950 varas to the south boundary lines of said subdivision, a point identified as corner 4 of Tract 806;**

**Thence East, 653 varas to the place of beginning, containing 110.00 acres, more or less for Tract 806.**

**BRIEF DESCRIPTION  
FOR MINERAL LEASING OF  
TRACT S-1z  
SABINE NATIONAL FOREST  
SHELBY COUNTY, TEXAS  
7.60 ACRES**

**All that certain tract or parcel of land lying and being in Shelby County, Texas, on the waters of South Bayou Blue, a tributary of Sabine River, lying entirely within the Benjamin Parker patented Survey, A-546, dated December 11, 1841. Tract S-1z was acquired from Pickering Lumber Company by deed dated December 28, 1935, and recorded in Volume 176, Page 410 et seq., Deed Records, Shelby County, Texas, and contain 7.60 acres, more or less, for mineral leasing purposed. Exchange Deed dated December 31, 1968, and recorded in Volume 460, Page 218, Shelby county Deed Records, exchanged the entire surface of Tract S-1z to Homer Brown. The U.S. retained all mineral ownership.**

**NAVAJO AREA, BUREAU OF INDIAN AFFAIRS**  
**SURFACE MANAGEMENT AGENCY LEASE STIPULATIONS**  
**FOR FEDERAL OIL AND GAS LEASE OFFERING**

1. Lessee shall carry on all operations in a good and workmanlike manner in accordance with approved methods and practices.
  
2. Lessees shall abide by and conform to appropriate provisions of Titles 25, 36, and 43, Code of Federal Regulations, and any and all other applicable regulations and manuals of the Secretary now or hereafter in force relative to surface leasing rights-of-way and as amended, and National Area Environmental Protection guidelines; the National Historic Preservation Act of 1966, as amended, Archaeological Resources Protection Act, and American Indian Religious Freedom Act and other applicable laws, 30 BIA, 36 CFR 800 and 43 CFR 7.
  - a. Prior to issuing any cultural clearances, the Lessee shall provide the necessary cultural clearances to the Bureau of Land Management after consultation with the Navajo Nation Historic Preservation Department, P. O. Box 2898, Window Rock, AZ 86515, and provide copies of all historic preservation related documents associated with an undertaking. The Navajo Nation contracted under Public Law 93-638 the Navajo Area Archaeology Office.
  
  - b. Prior to entry upon the land or the disturbance of the surface thereof for drilling or other purposes, Lessee shall submit a development plan for surface use to the Area Manager, Farmington Resource Area, Bureau of Land Management, 1235 La Plata Highway, Farmington, NM 87401. An Environmental Analysis will be made by the Bureau of Land Management in consultation with the BIA Navajo Area Office for the purpose of ensuring proper protection of the surface, the natural resources, the environment and existing improvements and for assuring timely reclamation of disturbed lands. Upon completion of said environmental analysis, the Oil and Gas Field Manager shall notify Lessee of the conditions to which the proposed surface disturbing operations will be subject. (Note: Prior to operations beginning; Lessee shall furnish a copy of its development plan and Bureau of Land Management conditions to the BIA. The BIA reserves the right to require site specific archaeological surveys and environmental reviews on tracts selected for development prior to giving concurrence to proposed actions(s). The BIA will consult with the Navajo Nation prior to concurring in such actions.)
  
3. The Lessee shall not use or permit to be used any part of said leased land for any unlawful conduct or purpose whatsoever. Lessee will not use or permit to be used any part of said leased land for the manufacture, sale, gift, transportation, or storage of intoxicating liquors, beverages or drugs. In the event any representative of Lessee or its contractor or subcontractor, employed in connection with the operations on the lease premises shall be responsible for any of the unlawful acts described in this clause,

Bureau of Land Management shall give Lessee information as to such violation(s) with a copy of the notice to BIA and Navajo Nation. Lessee shall immediately take steps to cure the violations, including the termination or transfer of such employee. (25 CFR 162.5(g) (3); 18 U.S.C. Sections 1151, 1154, and 1156, as amended.)

4. Except as otherwise stated herein, copies of correspondence and notices shall be mailed to the Bureau of Indian Affairs in care of the Area Director, Navajo Area Office, Attention: Branch of Real Property Management, Bureau of Indian Affairs, P. O. Box 1060, Gallup, NM 87305-1060; and to the Navajo Nation in care of the President, Navajo Nation, Attention: Navajo Tribal Minerals Department, P. O. Box 146, Window Rock, AZ 86515.

#### **THE NAVAJO NATION STIPULATIONS**

1. The surface ownership of lands contained in this lease may be all or partly managed by the Navajo Tribe. Site specific rights-of-way clearances and/or inventories may be required prior to entry upon the surface for operation of the lease holdings. Prior contact with the Navajo Nation will be required prior to operations beginning. All applicable laws of the Navajo Nation (including tax laws, water codes, requirements of Environmental Protection Administration, etc.) shall be complied with by the Lessee.

2. The Navajo Nation requires a copy of complete exploration and development data (drilling logs, seismic data, etc.) obtained by the Lessee on the subject lands will be provided to the Navajo Nation at no cost. All materials data will be held confidential as described in 43 CFR 3162.8.

3. Navajo grazing rights to the surface of the lands so leased shall be protected, and the Nation's rights respecting the use of water shall be unimpaired.

4. Lessee shall not obtain water for use in drilling from Indian-owned wells, tanks, springs, or stockwater reservoirs without prior written permission from the Navajo Nation. Lessee shall not drill any water wells for its use without prior written consent of the Navajo Nation and the Area Director.

5. Lessee shall compensate the Navajo Nation and its grazing permittees (if any), for all surface use(s) as well as damages to crops, buildings, and other improvements of surface landowner, including loss of grazing lands, occasioned by the Lessee's operations except the Lessee's control. Compensation for surface use shall be negotiated by Lessee and the Navajo Nation and will be based upon the duration of activity on the land.

6. Lessee shall not drill any well within 500 feet of any house, structure, or reservoir of water without the Navajo Nation's written consent.

**7. Lessee shall bury all pipelines crossing tillable lands below plow depth unless other arrangements are made with the Navajo Nation.**

**8. Upon the request of the Navajo Nation or if so required by the Area Director or his authorized representative, and under the direction of the Field Manager, Bureau of Land Management, the Lessee shall condition any well drilled which does not produce oil or gas in paying quantities, but which is capable of producing water satisfactorily for domestic, agricultural, or livestock use by the Navajo Nation. Otherwise, after the expiration or termination of the lease, the Lessee shall remove all pumping equipment installed by Lessee at any well.**

**SPECIAL STIPULATION**  
**BUREAU OF RECLAMATION**

To avoid interference with recreation development and/or impacts to fish and wildlife habitat and to assist in preventing damage to any Bureau of Reclamation dams, reservoirs, canals, ditches, laterals, tunnels, and related facilities, and contamination of the water supply therein, the lessee agrees that the following conditions shall apply to all exploration and developmental activities and other operation of the works thereafter on lands covered by this lease:

1. Prior to commencement of any surface-disturbing work including drilling, access road work, and well location construction, a surface use and operations plan will be filed with the appropriate officials. A copy of this plan will be furnished to the Area Manager Oklahoma-Texas Area Office, Great Plains Region, Bureau of Reclamation, 5924 NW 2<sup>nd</sup> Street, Suite 200, Oklahoma City, Oklahoma 73127, for review and consent prior to approval of the plan. Such approval will be conditioned on reasonable requirements needed to prevent soil erosion, water pollution, and unnecessary damages to the surface vegetation and other resources, including cultural resources, of the United States, its lessees, permittees, or licensees, and to provide for the restoration of the land surface use and vegetation. The plan shall contain provisions as the Bureau of Reclamation may deem necessary to maintain proper management of the water, recreation, lands, structures, and resources, including cultural resources, within the prospecting, drilling, or construction area.

Drilling sites for all wells and associated investigations such as seismograph work shall be included in the above-mentioned surface use and operation plan.

If later explorations require departure from, or additions to the approved plan, these revisions or amendments, together with a justification statement for proposed revisions, will be submitted for approval to the Area Manager, Oklahoma-Texas Area Office, Bureau of Reclamation, or his authorized representative.

Any operations conducted in advance of approval of an original, revised, or amended prospecting plan, or which are not in accordance with an approved plan, constitute a violation of the terms of this lease. The Bureau of Reclamation reserves the right to close down operations until such corrective action, as is deemed necessary, is taken by the lessee.

2. No occupancy of the surface of the following excluded areas is authorized by this lease. It is understood and agreed that the use of these areas for Bureau of Reclamation purposes is superior to any other use. The following restrictions apply only to mineral tracts located within the boundary of a Bureau of Reclamation Project where the United States owns 100 percent of the fee mineral interest.

- a. Within 500 feet on either side of the centerline of any and all roads or highways within the leased area.
- b. Within 200 feet on either side of the centerline of any and all trails within the leased area.
- c. Within 500 feet of the normal high-water line of any and all live streams in the



**leased area.**

- d. Within 400 feet of any and all recreation developments within the leased area.
- e. Within 400 feet of any improvements either owned, permitted, leased, or otherwise authorized by the Bureau of Reclamation within the leased area.
- f. Within 200 feet of established crop fields, food plots, and tree/shrub plantings within the leased area.
- g. Within 200 feet of slopes steeper than a 2:1 gradient within the leased area.
- h. Within established rights-of-way of canals, laterals, and drainage ditches within the leased area.
- i. Within a minimum of 500 feet horizontal from the centerline of the facility or 50 feet from the outside toe of the canal, lateral, or drain embankment, whichever distance is greater, for irrigation facilities without clearly marked rights-of-way within the leased area.
- j. Providing that appropriate environmental compliance measures can be ensured, and providing further that Reclamation project works and other public interests can be protected, Reclamation may consider, on a case-by-case basis, waiving the requirements specified in Section 2 hereof.

**HOWEVER, LESSEES ARE ADVISED THAT OBTAINING SUCH A WAIVER CAN BE A DIFFICULT, TIME CONSUMING, AND COSTLY PROCESS WITH NO GUARANTEE THAT RECLAMATION WILL GRANT THE REQUESTED WAIVER.**

**3. No occupancy of the surface or surface drilling will be allowed in the following areas. In addition, no directional drilling will be allowed that would intersect the subsurface zones delineated by a vertical plane in these areas. The following restrictions apply only to mineral tracts located within the boundary of a Bureau of Reclamation project where the United States owns 100% of the fee mineral interest.**

- a. Within 1,000 feet of the maximum water surface, as defined in the Standard Operating Procedures (SOP), of any reservoirs and related facilities located within the leased area.
- b. Within 2,000 feet of dam embankments and appurtenance structures such as spillway structures, outlet works, etc.
- c. Within one-half (1/2) mile horizontal from the centerline of any tunnel within the leased area.
- d. Providing that appropriate environmental compliance measures can be ensured, and providing further that Reclamation project works and other public interests can be protected, Reclamation may consider, on a case-by-case basis, waiving the requirements specified in Section 3 hereof.

**HOWEVER, LESSEES ARE ADVISED THE OBTAINING SUCH A WAIVER CAN BE A DIFFICULT, TIME CONSUMING, AND COSTLY PROCESS WITH NO GUARANTEE THAT RECLAMATION WILL GRANT THE REQUESTED WAIVER.**

**4. The distances stated in items 2 and 3 above are intended to be general indicators only. The Bureau of Reclamation reserves the right to revise these distances as needed to protect Bureau of Reclamation facilities.**

**5. The use of explosives in any manner shall be so controlled that the works and facilities of the United States, its successors and assigns, will in no way be endangered or damaged. In this connection, an explosives use plan shall be submitted to and approved by the Area Manager, Oklahoma-Texas Office, Bureau of Reclamation, or his authorized representative.**

**6. The lessee shall be liable for all damage to the property of the United States, its successors and assigns, resulting from the exploration, development, or operation of the works contemplated by this lease, and shall further hold the United States, its successors and assigns, and its officers, agents, and employees, harmless from all claims of third parties for injury or damage sustained, or in any way resulting from, the exercise of the rights and privileges conferred by this lease.**

**7. The lessee shall be liable for all damage to crops or improvements of any entryman, non-mineral applicant, or patentee, their successors and assigns, caused by or resulting from, the drilling or other operations of the lessee, including reimbursement of any entryman or patentee, their successors and assigns, for all construction, operation, and maintenance charges becoming due on any portion of their said lands damaged as a result of the drilling or other operations of the lessee.**

**8. In addition to any other bond required under the provisions of this lease, the lessee shall provide such bond as the United States may at any time require for damages which may arise under the liability provisions of sections six (6) and seven (7) above.**

**GENERAL PROJECT STIPULATIONS**

**UNITED STATES OF AMERICA  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION**

**NUECES RIVER PROJECT, TEXAS**

**1. All rights under this lease are subordinate to the right of the United States to flood and submerge the lands, permanently or intermittently, in connection with the construction and operation, and maintenance of the Choke Canyon Dam and Reservoir, Nueces River Project, Texas**

**2. All surface work performed by the lessee on the lands shall be under the general supervision of the Area Manager, Bureau of Reclamation (Reclamation) in direct charge of the project, and shall be subject to such conditions and regulations as may be prescribed. Detailed plans and location for all structures, appurtenances thereto, and surface disturbance work on the leased lands shall be submitted to the said Area Manager for approval in advance of commencement of any surface work on the said leased lands. At least 60 days or more lead time is preferred. All oil or gas drilling and producing operations shall be under the supervision of the District Manager, Bureau of Land Management (BLM), in accordance with 43 CFR 3160. The authorized representatives of Reclamation and BLM shall have the right to enter on the leased premises at any time to inspect both the installation and operational activities of the lessee.**

**A. Pre-drilling Conditions:**

**1. No exploratory drilling, pit construction, or site clearing will occur until approval is granted by the appropriate Reclamation representatives in consultation with the local managing agency.**

**2. No well shall be drilled for oil or gas below the surface elevation of 220.5 feet mean sea level (msl) (top of conservation pool). This elevation restriction does not apply to areas downstream of the dam. No drilling will be allowed within 400 feet of any developed recreation area.**

**3. All storage tanks shall be constructed outside the flood plain above elevation 222.5 feet msl. This elevation restriction does not apply to areas downstream of the dam. Berms shall be constructed around storage batteries, tanks, and separators to contain their entire volume should an accidental spill or rupture occur.**

**4. Drilling a well for oil or gas is prohibited within 1,000 feet of any dam, dike, or other major structure, unless otherwise approved by the Area Manager in consultation with the local managing agency.**

**5. No well shall be drilled within 1/8 mile (660 feet) of a river, channel, permanent stream, tributary, or marsh site unless otherwise approved by the Area Manager in consultation with the local managing agency(s). To protect watersheds, slopes in excess of 40 percent (2.5:1) should be avoided where possible.**

**6. All drilling operations shall be conducted in accordance with the applicable State laws relative to municipal water supplies.**

**7. No surface disturbance shall occur until completion of an environmental analysis of the proposed drilling activity by Reclamation and all coordination matters are completed. This analysis will involve review of federally listed threatened and endangered plant and animal species, protection of wetlands, cultural resources, and water quality associated concerns. Certain data needs may be requested from the applicant proposing a surface disturbance action.**

**8. Where surface operations and facilities could reasonably be expected to discharge petroleum products into navigable waters and should oil or petroleum products be stored on site and facilities have an aggregate storage of 1,320 gallons or more or single containers with capacity of 660 gallons or more, a "Spill Prevention Control and Counter Measure Plan" shall be prepared and must be maintained and kept available for inspection on site (if manned) or at the nearest field office, if unmanned. In the event of a spill or leakage, the lessee assumes all responsibility for cleanup and damages.**

**9. At lessee's expense, a cultural resource survey of lands that may be disturbed must be completed prior to any surface disturbance. If during operations the lessee, or any person working in his behalf discovers any historic or prehistoric ruin, monument or site, or any object of antiquity subject to the Archeological Resource Protection Act of 1979, or the National Historic Preservation Act of 1966, as amended, and 43 CFR 422, then work shall be suspended and the discovery promptly reported to Reclamation. When directed by Reclamation's authorized representative, the lessee shall obtain, at his expense, a qualified archeologist to examine and, if necessary, excavate or gather such ruins or objects.**

**10. No "mud pits" shall be constructed below elevation 222.5 feet msl. This elevation restriction does not apply to areas downstream of the dam. Pits shall be well constructed in such a manner to prevent leaching of chemicals into the water table and under no circumstances shall they be allowed to leak or be cut to drain. Lining mud pits with plastic may be required. They shall not be located on natural drainages. In some situations, such as drilling in a flood plain, a closed mud system may be required with containerization of drill cuttings. Waste or discharge of any kind shall not be allowed to enter any drainage. Any plastic material used to line pits and/or sumps shall be cut off below ground level, as far down as possible, and disposed of before the pits are covered. All unattended pits containing liquids shall be fenced, and the liquid portion shall be allowed to evaporate before the pits are broken.**

**11. The derrick shall not be located closer than one and one-half times its height from any electrical power transmission line unless prior approval is obtained from the owner of the power company. Signs shall be posted warning the public to prevent entry to the job site. Also, adequate blowout preventers shall be properly maintained.**

**12. All aboveground structures, not subject to applicable safety requirements, shall be painted to blend with the natural surroundings. The paint used shall be lusterless, non-reflective, flat, or semi-gloss color that blends with the area.**

**B. Roads:**

**1. The lessee shall observe the following restrictions during exploration:**

**a. Wherever possible, existing roads and trails are to be used as access to the drilling site. New road construction will be kept to a minimum, and new construction will not begin until the location is approved by the local managing agency.**

**b. Each existing fence to be crossed by the lessee shall be braced and tied off before cutting so as to prevent slacking of the wire. The opening shall be protected as necessary during construction and well operation to prevent the escape of livestock. Upon completion of construction, the fence shall be repaired to the original standard of the existing fence.**

**c. Cleared trees and shrubs will be removed and/or piled as brush piles for wildlife shelter as designated by the local managing agency. Available topsoil will be removed from the road right-of-way and stored in a topsoil stockpile.**

**d. New access roads shall normally be a maximum of 30 feet wide including drainage ditches and culverts. Road surface shall be graveled to a thickness identified as suitable for existing ground. Access roads shall be constructed to widths suitable for the safe operation of the vehicles and equipment at speeds proposed.**

**The road shall be posted with curve signs and maximum speed limits. Speeds shall be limited on curves and posted to speeds that will permit a vehicle to be stopped within one-half the minimum sight distance. The road shall be maintained in safe condition.**

**e. At the request of the local managing agency, on new access roads the lessee shall construct cattle guards or install gates with locks which will be maintained by the lessee during drilling operations and all such times thereafter as production continues. Fencing of roads may be required.**

**f. Roads shall be maintained in suitable condition for vehicle passage during the duration of drilling activities with special consideration given to erosion control during wet and muddy periods.**

g. Existing roads shall be returned to original or equivalent condition after drilling equipment has been removed.

h. All roads shall be adequately drained to control runoff and soil erosion. Drainage facilities may include ditches, water bars, culverts, and/or any other measures deemed necessary by Reclamation representatives. The following is a general guide for the spacing of water bars:

Present Slope

less than 2 percent . . . . .	200 feet
2 to 4 percent . . . . .	100 feet
4 to 5 percent . . . . .	75 feet
more than 5 percent . . . . .	50 feet

i. In the event of a “dry hole”, any new road construction sites will be revegetated by the drilling company, with native and/or adapted grasses, forbs, and shrubs as requested by Reclamation, unless the local managing agency indicates in writing that the road is to remain. Revegetation is to be accomplished by seeding and fertilizing the area within 1 year of completion at recommended seeding rates and dates.

2. The lessee shall observe the following stipulations should oil or gas be found and production activities occur:

a. Production company shall maintain road in suitable condition for vehicle passage. Public will be permitted to use road where existing road was originally open to such use. New road construction, if needed, can be exempt from public use.

b. Should the local managing agency deem it necessary to control vehicle traffic into the area during any season of the year, the production company will provide a metal gate and lock.

C. Drilling Pad and Reserve Pit:

1. Area cleared for the drilling pad site and reserve pit shall be the absolute minimum required for operations.

2. All trees and shrubs removed from the pad site shall be piled near the site at places designated by the local managing agency for use as wildlife shelters.

3. Available topsoil shall be removed from the drilling pad and pit site and stored in a topsoil stockpile.

4. Diesel fuel tanks and other potential pollution sources will be surrounded by an earthen berm of sufficient height to contain their entire volume in the event of an accidental leak or rupture.

5. The area will be kept well policed and free of trash and litter at all times, including access roads used solely by the lessee. Litter blown out of the work area must be picked up. All waste associated with the drilling operations shall be removed and deposited in an approved sanitary landfill within 1 month after removal of the drilling rig. The lessee shall comply with all State laws and regulations pertaining to the disposal of human waste.

6. For the protection of livestock and wildlife, all pits containing toxic liquids shall be fenced and covered with a fine mesh netting (i.e., hardware cloth) with openings being of one-half inch or less.

7. The lessee will remove fluids and trash from all pits. The sludge pit will be pumped after drilling activities are completed and, following adequate drying, reshaped to original contours and covered with topsoil. This restoration must be accomplished within 90 days of completion of drilling. The area must then be revegetated as requested by Reclamation.

**D. Actions with a Producing Well:**

1. A minimum service area will be developed around the well head. No permanent material storage will be allowed on the lease. The remainder of the drilling pad will be covered with topsoil from the stockpile and restored to vegetation by tilling, fertilizing, and seeding. Specific seed types will be determined on a case-by-case basis by Reclamation in consultation with the local managing agency.

2. The lessee may be required to utilize electric or submersible pumps, where feasible, rather than fuel-powered pumps or other machinery. All electric lines must be buried to a depth of 15-18 inches.

3. All transfer lines from well site to tank battery, saltwater disposal well, or the like, must be buried 3 feet below the surface and a minimum depth of 4 feet at stream, creek, and river channel crossings.

4. When possible, a common point of collection shall be established to minimize the number of tank batteries.



**E. Actions with a Non-producing Well:**

- 1. All disturbed areas will be recontoured, covered with topsoil, and revegetated. All trash will be removed from the lease site.**
- 2. Gates and cattle guards shall be removed where requested by the local managing agency. Any openings in fences will be restored to original condition.**

**F. General:**

- 1. The lessee shall limit access to well and storage locations on the leased property to authorized personnel.**
- 2. The lessee agrees to cease all operations and make all necessary corrections to the satisfaction of the representatives of Reclamation in consultation with the local managing agency before resuming any operations should any violations of the terms of this lease occur.**
- 3. The lessee shall not permit any nuisance to be maintained on the premises and shall not use said premises for any purposes other than those authorized in the lease. Before abandoning any well, the lessee shall securely plug the same so as to effectually shut off water from the oil-bearing stratum.**
- 4. The lessee shall carry on the development and/or operation of the leased premises in a workmanlike manner and shall not commit or suffer to be committed waste upon the lands in occupancy and use. In drilling operations, the lessee shall only use so much of the land as is necessary; shall safeguard the lakes and streams from any pollution; and shall not permit oil, saltwater, drilling mud, or other deleterious substances to escape onto the land, but the same shall be retained in proper tanks, receptacles, or in pits prepared for such purpose; and after the termination of drilling operations, any such pits shall be filled and land properly restored to its original condition, and only so much thereof shall be used in the production of the leased premises as is reasonably necessary to operate any well or wells thereon.**
- 5. The Lessee shall provide all subcontractors and assigns, especially the dirt contractor, with a copy of the above stipulations prior to construction of the road, pad, or associated developments.**

**CORPS OF ENGINEERS**  
**FORT WORTH DISTRICT STIPULATIONS**  
**AQUILLA LAKE**

**1. NSO/ND - No Surface Occupancy and No Drilling**

This stipulation “No Surface Occupancy and No Drilling,” applies to all Corps of Engineers (COE) fee ownership within 3,000 horizontal feet of prime facilities critical to the operation of Aquilla Lake. These facilities include the dam, spillway, outlet structure, levees and related structures. This stipulation allows the identified area to be included in a lease for the purpose of becoming a part of a drilling unit so that the United States will share in the royalty.

**2. NSO/DD - No Surface Occupancy, Open for Directional Drilling**

This stipulation applies to all designated parks, recreation areas, public use areas, wildlife management areas, archeological and historical sites, trails and roads, and the lake surface at the conservation pool elevation. Directional drilling is permitted from outside the identified areas where occupancy is allowed.

**3. NSO/ELEV - No Surface Occupancy Based on Elevation**

This stipulation “No Surface Occupancy Based on Elevation,” prohibits surface occupancy on all lands lying at or below the elevation of the spillway crest or tainted gate sill where alternative surface ownership is available within the same drilling unit. At Aquilla Lake, the spillway crest is at elevation 556.0’ N.G.V.D. If no alternative surface ownership is available, in no case will surface occupancy be permitted below the 25-year frequency pool (as calculated by COE hydraulics engineering staff) or within 1,000 horizontal feet from the lake surface at the conservation pool elevation of 537.5’ N.G.V.D. The purpose of this stipulation is to protect the integrity of Aquilla Lake land and water resources.

**CORPS OF ENGINEERS**  
**FORT WORTH DISTRICT**  
**STIPULATION**

**1. NSO/ND - No Surface Occupancy and No Drilling**

**This stipulation applies to all Corps of Engineers (COE) fee ownership within 3,000 horizontal feet of prime facilities critical to the operation of Whitney Lake. These facilities include the dam, spillway, outlet structure, levees and related structures. This stipulation allows the identified area to be included in a lease for the purpose of becoming a part of a drilling unit so that the United States will share in the royalty.**

**2. NSO/DD - No Surface Occupancy, Open for Directional Drilling**

**This stipulation applies to all designated parks, recreation areas, public use areas, wildlife management areas, archeological and historical sites, trails and roads, and the lake surface at the conservation pool elevation as determined by the District Engineer. Directional drilling is permitted from outside the identified areas where occupancy is allowed.**

**3. NSO/ELEV - No Surface Occupancy Based on Elevation**

**This stipulation “No Surface Occupancy Based on Elevation,” prohibits surface occupancy on all lands lying at or below the elevation of the spillway crest or tainted gate sill where alternative surface ownership is available within the same drilling unit. At Whitney Lake, the spillway crest is at elevation 571.0’ N.G.V.D. If no alternative surface ownership is available, in no case will surface occupancy be permitted below the 25-year frequency pool (as calculated by COE hydraulics engineering staff) or within 1,000 horizontal feet from the lake surface at the conservation pool elevation of 533.0’ N.G.V.D. The purpose of this stipulation is to protect the integrity of Whitney Lake land and water resources.**

**CONTROLLED SURFACE USE STIPULATION**  
**PALEONTOLOGY**

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

- Restrict vehicles to existing roads and trails.
- Require a paleontological clearance on surface disturbing activities.

On the lands described below:

For the purpose of: To protect the area for scientific study.

If circumstances or relative resource values change or if it can be demonstrated that oil and gas operations can be conducted without causing unacceptable impacts, this stipulation may be waived, excepted, or modified by the BLM Authorized Officer, if such action is consistent with the provisions of the Farmington Resource Management Plan, or if not consistent, through a land use plan amendment and associated National Environmental Policy Act analysis document. If the BLM Authorized Officer determines that the waiver, exception, or modification shall be subject to a 30-day public review period.

Any changes to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes.

Bureau of Land Management  
Farmington Field Office

F-9-CSU  
September 2003

**No Surface Occupancy**  
**Ephemeral Wash Riparian Areas**

Surface occupancy or use is subject to the following operational constraints:

**Ephemeral Wash Riparian Area**

No surface occupancy is allowed on active floodplains. Mitigation will be required to stabilize any channel in order to prevent migration of channels on to a well site within the 100 year floodplain.

If circumstances or relative resource values change or if it can be demonstrated that oil and gas operations can be conducted without causing unacceptable impacts, this stipulation may be waived, excepted or modified by the BLM authorized officer if such action is consistent with the provisions of the Farmington Resource Management Plan, or, if not consistent, through a land use plan amendment and associated environmental analysis. Any changes to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such change.

For the purpose of: Protecting riparian systems and facilitating attainment and maintenance of proper functioning condition.

**STIPULATION 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 the 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 an exploration 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 an exploration plan approved by the Secretary of the Interior.

All matters related to this stipulation are to be addressed

To : Forest Service  
National Forests in Texas  
At : 415 South First Street, Suite 110  
Lufkin, TX 75901  
Telephone No : (936) 639-8580

Who is the authorized representative of the Secretary of Agriculture.

**CONTROLLED SURFACE USE STIPULATION**  
**NATIONAL FORESTS IN TEXAS**  
(Soil erosion, water quality or flood prevention)

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

Extensive areas within this lease are considered critical areas for flood prevention and/or erosion control. Control structures and erosion damage rehabilitation work either exist now or may be added during the period of the lease. Surface occupancy may be restricted or limited in order to assure minimum conflict with erosion control or flood prevention goals. Restrictions or limitations will be identified by a site-specific analysis of a proposal for lease activities. (MA-3)

On the lands described below:

All lands in lease

For the purpose of:

To meet soil erosion, water quality, or flood prevention goals in accordance with the National Forests and Grasslands in Texas Final Land and Resource Management Plan, dated March 28, 1996.

Any change 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.)

**CONTROLLED SURFACE USE STIPULATION**  
**NATIONAL GRASSLANDS IN TEXAS**  
**(Protect Streamside Management Zone Areas)**

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

Portions of this lease contain segments of either perennial or intermittent streams as defined by the Forest Service. Areas within 100' of perennial streams or 66' of intermittent streams will be subject to special requirements or limitations for surface use or occupancy. Specific requirements or limitations will be determined as Surface Use Plans of Operations (SUPOs) are submitted and will normally result in establishment of protective requirements or limitations for the affected site.

On the lands described below:

All lands in lease

For the purpose of:

To meet visual quality objectives and protect streamside management zone areas in accordance with the National Forests and Grasslands in Texas Final Land and Resource Management Plan, dated March 28, 1996.

Any change 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.)



**TIMING LIMITATION STIPULATION**  
**NATIONAL FORESTS AND GRASSLANDS IN TEXAS**  
(To avoid disturbance of actual or potential Black Capped Vireo habitat)

Surface use may be deferred during the following time period(s). Site-specific proposals for activities within these areas will be analyzed. Such analysis could result in establishment of protective requirements or limitations for the affected site, including no surface occupancy.

**March 1 through July 1**

On the lands described below:

**All lands in lease**

For the purpose of (reasons):

To avoid disturbance of actual or potential Black Capped Vireo habitat locations in accordance with the National Forests and Grasslands in Texas Final Land and Resource Management Plan, dated March 28, 1996.

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 of FS Manual 1950 and 2820).

**LEASE NOTICE**  
**COAL PROTECTION**

**Federal coal resources exist on this lease. Operations authorized by this lease may be altered or modified by the authorized officer (at the address shown below) in order to conserve and protect the mineral resources and provide for simultaneous operations.**

**Address:**

**Tulsa Field Office  
7906 E. 33<sup>Rd</sup> Street, Suite 101  
Tulsa, OK 74145  
(918) 621-4100**

**Special Cultural Resource**  
**Lease Notice**

All development activities proposed under the authority of this lease are subject to compliance with Section 106 of the NHPA and Executive Order 13007. The lease area may contain historic properties, traditional cultural properties (TCP's), and/or sacred sites currently unknown to the BLM that were not identified in the Resource Management Plan or during the lease parcel review process. Depending on the nature of the lease developments being proposed and the cultural resources potentially affected, compliance with Section 106 of the National Historic Preservation Act and Executive Order 13007 could require intensive cultural resource inventories, Native American consultation, and mitigation measures to avoid adverse effects—the costs for which will be borne by the lessee. The BLM may require modifications to or disapprove proposed activities that are likely to adversely affect TCP's or sacred sites for which no mitigation measures are possible. This could result in extended time frames for processing authorizations for development activities, as well as changes in the ways in which developments are implemented.

**CONTROLLED SURFACE USE**  
**FLOODPLAIN PROTECTION STIPULATION**

**All or portions of the lands under this lease lie in and/or adjacent to a major watercourse and are subject to periodic flooding. Surface occupancy of these areas will not be allowed without specific approval, in writing, of the Bureau of Land Management.**

**For the following described land(s):**

**Any changes in this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes.**

**Bureau of Land Management  
Oklahoma Field Office**

**ORA-1 CSU  
November 1991**

**CONTROLLED SURFACE USE**  
**WETLAND/RIPARIAN STIPULATION**

All or portions of the lands under this lease contain wetland and/or riparian areas. Surface occupancy of these areas will not be allowed without the specific approval, in writing, of the Bureau of Land Management. Impacts or disturbance to wetlands and riparian habitats which occur on this lease must be avoided, or mitigated. The mitigation shall be developed during the application for permit to drill process.

For the following described land(s):

Any changes in this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes.

Bureau of Land Management  
Oklahoma Field Office

ORA-2 CSU  
November 1991

**NO SURFACE OCCUPANCY STIPULATION**

**No surface occupancy or use is allowed on the lands described below.**

**(the lands may be drilled directionally from an off-site location where occupancy is allowed).**

**For the purpose of: Protection of a resource or use not compatible with oil and gas development.**

**Any changes in this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes.**

**LESSER PRAIRIE CHICKEN STIPULATION**

These leased federal minerals occur in an area known to contain populations of lesser prairie chickens (LPC). The exact locations of habitats utilized by this special status species are not known.

No pad or access road construction, drilling, completion, and/or stimulation (fracturing) activities associated with this federal lease will be allowed in LPC habitat between the dates of March 1 and May 31 (of every year). During that period (March 1 through May 31 of each year) other activities which produce noise or involve human activity, such as the maintenance of O&G facilities, or construction activities associated with pipelines, access roads and/or well pads, will be allowed except between the hours of 3:00 A.M. and 9:00 A.M., every day within that period. The 3:00 A.M. to 9:00 A.M. restriction will not apply to normal, around-the-clock operations, such as venting, flaring or pumping, which do not require a human presence. Normal vehicle use on existing roads will not be restricted. Noise from pump jack engines must be muffled or otherwise controlled to no more than 75 db measured at 30 ft from the source of the noise and/or timers must be placed on the pump jacks so as to eliminate pump noise during the hours of 3:00 A.M. to 9:00 A.M.

**The following best management practices (BMPs) will be required:**

a. A 2,640 foot (one-half mile) buffer zone will be maintained between any known active LPC leks and the construction, drilling and/or completion activities conducted on this lease.

b. The operator will be expected to drill multiple wells, planned for this lease, from each approved pad. Strategically located larger pads will be considered drilling islands from which the lease operator will directionally drill as many wells as possible. The lease operator(s) must consider using fewer but larger pads to drill multiple wells from one pad location, rather than many, scattered small pads with one well per pad. The reduction in access roads, flow/pipelines and utility corridors will reduce habitat fragmentation for the LPC.

c. Well pad sites will be selected so as to avoid clumps or motts of previous seasons' grasses (those grasses at 3-10ft height). Every effort must be made to minimize disturbance to, or removal of, such grasses that may exist along the perimeter of the well pad areas. These measures will help to provide nesting sites for LPC hens.

d. Well pad sites will be selected so as to avoid the removal of scrub oaks. Every effort must be made to minimize disturbance to, or removal of, any and all species of oaks (*Quercus* sp.) that may exist in association with any proposed well pad site.

e. The height of all vertical structures, relative to the horizons, must be reduced . This will be accomplished by an actual reduction in size or by using natural occurring geographic features, such as hills and bluffs, as a background for the vertical structures. Vertical structures include, but are not limited to, tank batteries, pump jacks, utility poles and livestock fences (fences around drilling and/or production facilities). Utility/power lines will be installed underground (buried by trenching or boring).

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**Please Note:** Current biological information will need to be obtained in order to waive all, or portions, of the LPC requirements listed above. This updated information may/can be in the form of breeding season lek surveys, or habitat suitability evaluations.



**LEASE NOTICE**  
**OKLAHOMA DEPARTMENT OF WILDLIFE**  
**CONSERVATION (ODWC) OWNED AND**  
**MANAGED LANDS**

The ODWC owns and manages the surface above all, or a portion, of this Federal lease. The lessee needs to be aware of the surface use requirements as presented in ODWC documents G-12-82 and A-12 which address regulations and a surface damage agreement to govern oil, gas and other mineral exploration and production on ODWC owned and managed lands.

**BUREAU OF LAND MANAGEMENT**  
**TULSA DISTRICT OFFICE**

**ORA-LN-2**  
**JANUARY 1994**

**OKLAHOMA STATE UNIVERSITY STIPULATION**

**No occupancy or other activity on the surface is allowed in order to protect Lake Carl Blackwell and associated facilities owned by the Oklahoma State University.**

**On the lands described below:**

**OKLAHOMA STATE UNIVERSITY STIPULATION**

**Prior to conducting operations, a plan of operations must be approved by the Tulsa District Office of the Bureau of Land Management. Any drilling, construction, or other operations on the leased lands are subject to site-specific stipulations as may be necessary to assure reasonable protection of Lake Carl Blackwell and associated facilities owned by Oklahoma State University. A plan shall not be approved if it will result in unacceptable impacts on any land use or the environment.**

**The successful bidder will be required to seek the University's portion of the mineral interests through the State of Oklahoma Commissioners of the land office. Successful bidder shall work with the University areas assigned usage of those particular lands to see that the appropriate steps are taken to protect departmental interest from surface and nuisance damages. All information on this sale and lease should be directed to both:**

**Oklahoma State University  
Attn: Suzanne Firtts  
306 Whitehurst  
Stillwater, OK 74078  
(405) 744-6787**

**State of Oklahoma land Commissioners  
Attn: David Shipman  
P.O. Box 26910  
Oklahoma City, OK 73126  
(405) 271-1000**

**LEASE NOTICE**  
**POTENTIAL CAVE OR KARST OCCURRENCE AREA**

All or portion of the lease are located in a potential cave or karst occurrence area. Within this area, caves or karst features such as sinkholes, passages, and large rooms may be encountered from the surface to a depth of as much as 2,000 feet, within surface areas ranging from a few acres to hundreds of acres. Due to the sensitive nature of the cave or karst systems of this area, special protective measures may be developed during environmental analyses and be required as part of approvals for drilling or other operations on this lease. These measures could include: changes in drilling operations; special casing and cementing programs; modifications in surface activities; or other reasonable measures to mitigate impacts to cave or karst values. These measures may be imposed in accordance with 43 CFR 3101.1-2; 43 CFR 3162.5-1; Onshore Oil and Gas Order No. 1; and Section 6 of the lease terms.

Bureau of Land Management  
Roswell/Carlsbad Field Office

SENM-LN-1  
February 1991

**LEASE NOTICE**  
**PROTECTION OF ENDANGERED OR THREATENED**  
**OR SENSITIVE SPECIES**

The following species have been identified as occurring on or in the vicinity of the lease areas. The lease areas may contain essential habitat for the continued existence of these species: Kuenzler Hedgehog Cactus (*Echinocereus fendleri* var. *Kuenzleri*).

The Federal surface management agency is responsible for assuring that the leased lands are examined prior to undertaking any surface disturbing activities on lands covered by these leases, to determine effects on any plant or animal species listed or proposed for listing as endangered or threatened or their habitats.

In accordance with Section 6 of the lease terms and in order to comply with the Endangered Species Act of 1972, the lessee may be required to conduct an examination on the lands (including access routes to the lease areas) to be affected by the proposed action to determine if threatened or endangered species are present or may be affected by the proposed action. This survey would be done by a resource specialist approved by the surface management agency identifying the anticipated effects of the proposed action on endangered or threatened species and their habitat. If the examination determines that the action may detrimentally affect a species listed or proposed for listing as an endangered or threatened species, restriction to the lessee's proposal or even denial of any beneficial use of the lease may result. The lessee will take such measures as may be required by the authorized officer to protect such species.

Bureau of Land Management  
Carlsbad Field Office

SENM-LN-3  
February 1992

**NO SURFACE OCCUPANCY STIPULATION**  
**THREATENED PLANT SPECIES**

**No surface occupancy or use is allowed on the land(s) described below:**

**For the purpose of: Protecting the Federally listed threatened and endangered gypsum wild-buckwheat species (*Eriogonum gypsophilum*) and designated Critical habitat (Federal Register Notice dated January 19, 1981), and as discussed in the Carlsbad RMP.**

**If circumstances or relative resource values change or if the lessee demonstrates that operations can be conducted without causing unacceptable impacts, this stipulation may be waived, excepted, or modified by the authorized officer if such action is consistent with the provisions of the applicable Land Use Plan, or if not consistent, through a planning amendment. If the authorized officer determines that the waiver, exception, or modification is substantial, the waiver, exception, or modification will be subject to a 30-day public review period.**

**PECOS RIVER/CANYON COMPLEX**  
**NO SURFACE OCCUPANCY STIPULATION**

No surface occupancy or use is allowed on the land(s) described below:

For the purpose of: Protecting a combination of significant resource values including scenic landscape, prime wildlife and threatened and endangered species habitat, and large and culturally complex, archaeological sites within the Pecos River/Canyons Complex ACEC (CRA SMA No. 18) as discussed in the Carlsbad Resource Management Plan.

If circumstances or relative resource values change or if the lessee demonstrates that operations can be conducted without causing unacceptable impacts, this stipulation may be waived, excepted, or modified by the authorized officer if such action is consistent with the provisions of the applicable Land Use Plan, or if not consistent, through a planning amendment. If the authorized officer determines that the waiver, exception, or modification is substantial, the waiver, exception, or modification will be subject to a 30-day public review period.

Bureau of Land Management  
Carlsbad Field Office

SENM-S-11  
Revised January 1989

**CONTROLLED SURFACE USE**  
**RAPTOR NESTS AND HERONRIES**

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

Surface disturbance will not be allowed within up to 200 meters of active heronries or by delaying activity for up to 120 days, or a combination of both. Raptor nests on special, natural habitat features, such as trees, large brush, cliff faces and escarpments, will be protected by not allowing surface disturbance within up to 200 meters of nests or by delaying activity for up to 90 days, or a combination of both. Exceptions to this requirement for raptor nests will be considered if the nests expected to be disturbed are inactive, the proposed activity is of short duration (e.g. habitat enhancement projects, fences, pipelines), and will not result in continuing activity in proximity to the nest.

For the purpose of: **Protecting Raptor Nests and Heronries.**



**CONTROLLED SURFACE USE**  
**SLOPES OR FRAGILE SOILS**

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

Surface disturbance will not be allowed on slopes over 30 percent. Exceptions will be considered for authorized mineral material extraction sites and designated OHV areas, for the installation of projects designed to enhance or protect renewable natural resources, or if a plan of operating and development which provides for adequate mitigation of impacts was approved by the Authorized Officer. Occupancy or use of fragile soils will be considered on a case-by-case basis.

On the lands described below:

For the purpose of: Protecting Slopes or Fragile Soils

Bureau of Land Management  
Roswell/Carlsbad Field Office

SENM-S-17  
December 1997

**CONTROLLED SURFACE USE**  
**STREAMS, RIVERS, AND FLOODPLAINS**

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

**Surface disturbance will not be allowed within up to 200 meters of the outer edge of 100-year floodplains, to protect the integrity of those floodplains. On a case-by-case basis, an exception to this requirement may be considered based on one or more of the criteria listed below. The first three criteria would not be applied in areas of identified critical or occupied habitat for federally listed threatened or endangered species.**

**--Additional development in areas with existing developments that have shown no adverse impacts to the riparian areas as determined by the Authorized Officer, following a case-by-case review at the time of permitting.**

**--Suitable off-site mitigation if habitat loss has been identified.**

**--An approved plan of operations ensures the protection of water or soil resources, or both.**

**--Installation of habitat, rangeland or recreation projects designed to enhance or protect renewable natural resources.**

**For the purpose of: Protecting Streams, Rivers and Floodplains**

**On the lands described below:**

**CONTROLLED SURFACE USE**  
**PLAYAS AND ALKALI LAKES**

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

Surface disturbance will not be allowed within up to 200 meters of PLAYAS of Alkali Lakes. Waiver of this requirement will be considered on a case-by-case basis for projects designed to enhance or protect renewable natural resources. An exception for oil and gas development will be considered if Playa lake loss was mitigated by the protection and development of another playa exhibiting the potential for improvement.

Mitigation could include:

installing fencing; developing a supplemental water supply; planting trees and shrubs for shelter belts; conducting playas basin excavation; constructing erosion control structures or cross dikes; or by improving the habitat in another area.

On the lands described below:

For the purpose of: Protecting Playas and Alkali Lakes

**CONTROLLED SURFACE USE**  
**SPRINGS, SEEPS AND TANKS**

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

**Surface disturbance will not be allowed within up to 200 meters of the source of a spring or seep, or within downstream riparian areas created by flows from the source or resulting from riparian area management. Surface disturbance will not be allowed within up to 200 meters of earthen tanks or the adjacent riparian areas created as a result of the presence of the tanks. Exceptions to this requirement will be considered for the installation of habitat or rangeland projects designed to enhance the spring or seep, or downstream flows.**

**For the purpose of: Protecting Springs, Seeps and Tanks**

**CONTROLLED SURFACE USE**  
**CAVES AND KARST**

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

**Surface disturbance will not be allowed within up to 200 meters of known cave entrances, passages or aspects of significant caves, or significant karst features. Waiver of this requirement will be considered for projects that enhance or protect renewable natural resource values, or when an approved plan of operations ensures the protection of cave and karst resources.**

**For the purpose of: Protecting Caves and Karst Features**

**CONTROLLED SURFACE USE**  
**PRAIRIE CHICKENS**

No surface use is allowed during the following time periods; unless otherwise specified, this stipulation does not apply to the operation and maintenance of production facilities.

Drilling for oil and gas, and 3-D geophysical exploration operations will not be allowed in Lesser Prairie Chicken Habitat during the period of March 15 through June 15, each year. During that period, other activities that produce noise or involve human activity, such as the maintenance of oil and gas facilities, geophysical exploration other than 3-D operations, and pipeline, road, and well pad construction, will be allowed except between 3:00 a.m. and 9:00 a.m.. The 3:00 a.m. and 9:00 a.m. restriction will not apply to normal, around-the-clock operations, such as venting, flaring, or pumping, which do not require a human presence during the period. Additionally, no new drilling will be allowed within up to 200 meters of leks known at the time of permitting. Normal vehicle use on existing roads will not be restricted. Exhaust noise from pump jack engines must be muffled or otherwise controlled so as not to exceed 75 db measured at 30 feet from the source of the noise. Exceptions to these requirements will be considered for areas of no or low prairie chicken booming activity, or unoccupied habitat, including leks, as determined at the time of permitting, or in emergency situations.

For the purpose of: Protecting Prairie Chickens

**VISUAL RESOURCE MANAGEMENT**

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

**Painting of oil field equipment and structures to minimize visual impacts be conducted according to the requirements of Notice to Lessees (NTL) 87-1, New Mexico. Low profile facilities also may be required, when needed to reduce the contrast of a project with the dominant color, line, texture, and form of the surrounding landscape. Other surface facilities or equipment approved by the BLM, such as large-scale range improvements or pipelines, will be painted, when needed, to conform with the requirements of visual resource management to minimize visual impacts. Paint colors will be selected from the ten standard environmental colors approved by the Rocky Mountain Coordinating committee. The selected paint color will match as closely as possible the predominant soil or vegetation color of the area.**

**For the purpose of: Protecting Visual Resources Management**

**CONTROLLED SURFACE USE STIPULATION**  
**NORTHERN APLOMADO FALCON SUITABLE HABITAT**

The Bureau of Land Management has determined that oil and gas development will be managed at three different levels throughout the Hope, New Mexico study area and adjacent outlying areas based on the following criteria:

- Whether suitable Aplomado Falcon habitat exists within lease boundaries based on habitat suitability model findings and/or grassland mapping;
- If grasslands occur within lease, whether the quality of the grassland is adequate for falcon occupancy (i.e. shrub density approaching threshold, nesting structure availability, etc.). This will be determined by BLM using a habitat suitability rating process.
- Whether oil and gas disturbances currently exist within the lands to be leased, and/or existing adjacent leases.

**Level I Development**

Are those areas that exhibit oil and gas development at significant levels (full field development), and those areas not possessing habitat suitable for the falcon.

Measures to be applied: Standard lease terms and conditions

**Level III Development**

Are areas within Eagle Draw portion of the Hope study area that are highly suitable based on the suitability ranking criteria used by the model, and/or are considered high suitability for the falcon based on the grassland mapping initiative.

Measures Applied: Defer from leasing until the lands are addressed through the Resource Management Plan (RMP) process.

This oil and gas lease, as described below, meets the criteria for Level II Development. Surface occupancy or use is subject to the following special operating constraints:

**Level II Development**

Are those areas that possess habitat identified as suitable for the falcon based on the model and/or the grassland mapping initiative, and those areas where there is minimal existing development (less than full field development)

Measures to be applied:



? A plan of development (POD) for the entire lease must be submitted to the BLM authorized officer for approval prior to initiation of any development;

? The following well pad construction and reclamation measures must be implemented to provide for minimal long-term disturbance:

-remove all caliche from well pads and roads associated with wells that are abandoned, and are not capable of producing in paying quantities.

-well pad size within grasslands will not exceed 300ft x 390ft (unless multiple wells are drilled from the same well pad), and all unused portions of well pads/pit area associated with producing wells will be reclaimed using the seed mixture below;

-within grasslands determined suitable for the Aplomado Falcon, utilize a seed mixture that consists of the following:

Tobosa ( <i>Hilaria mutica</i> ) -----	4 lbs/acre
Black grama ( <i>Bouteloua eriopoda</i> ) -----	1 lb/acre
Silver bluestem ( <i>Bothriochloa saccharoides</i> ) -----	5 lbs/acre
Sideoats grama ( <i>Bouteloua curtipendula</i> ) -----	5 lbs/acre
Plains bristlegrass ( <i>Setaria macrostachya</i> ) -----	6 lbs/acre

? Utilize existing well pads to locate new wells when location is within a grassland;

? Earthen pits for drilling and disposal are not allowed unless this restriction is waived by the BLM authorized officer. Steel tank circulation system must be used. Earthen pits will not be allowed unless they can be effectively netted;

? All yuccas and/or other nesting structure greater than 5 feet in height must be avoided;

? All development activities will avoid inactive raptor/raven nests by a minimum of 200 meters, and active raptor/raven nests by a minimum of 400 meters. Operations that cannot meet this offset may be delayed for up to 120 days.

On the lands described below:

For the purpose of: Managing habitat suitable for the Northern Aplomado Falcon within the designated Hope study area, and areas adjacent to the study area that meet the habitat characteristics of occupied falcon habitat.

**Waiver: Operations within the Level II Development Area will be strictly controlled. Where allowed, conditions for waiver of the above restrictions are listed above in the measures to be applied. Other restrictions may be waived or modified by the BLM authorized officer on a case by case basis.**

**NO SURFACE OCCUPANCY**  
**Lesser Prairie Chicken – Sand Dune Lizard Habitat Core Areas**

All or a portion of the lease is within habitat suitable for the Lesser Prairie Chicken and/or the Sand Dune Lizard, special status species of concern. In accordance with the BLM “INTERIM MANAGEMENT FOR THE SHINNERY OAK SAND DUNE HABITAT COMPLEX,” dated August 2004, surface occupancy is not allowed within the Zone 2 habitats identified below. This lease is issued with the intention that it be developed by directional drilling from or prorationing with a pre-existing authorized well location on an adjacent tract or on another location acceptable to BLM. This stipulation may not be waived unless or until decisions on management of the habitat complex allow such waivers. These decisions will be made by the Bureau of Land Management in a Resource Management Plan (RMP) Amendment to the Rowell and Carlsbad RMPs.

No Surface Occupancy on the lands described below:

For the purpose of: preserving habitat for the lesser prairie chicken and Sand Dune lizard.

**SHINNERY OAK SAND DUNE HABITAT COMPLEX**  
**ZONE 3 PLAN OF DEVELOPMENT**

A plan of development (POD) for the entire lease must be submitted for review and approval, including NEPA analysis, by the BLM PRIOR to approval of development actions (APD, Sundry Notices). The POD must indicate planned access to well facilities (roads, pipelines, power lines), and the approximate location of well sites. Should it become necessary to amend the POD, the amendment must be approved prior to approval of subsequent development actions. Deviations from a current POD are not authorized until an amended POD has been approved by BLM.

For the purpose of:

Managing habitat suitable for the lesser prairie chicken (LPC) and sand dune lizard (SDL). The lease contains isolated blocks of unfragmented habitat suitable for LPC or SDL. Habitat parameters within this area are needed for the life cycle of the species (e.g., edge) or, with habitat manipulation, the area could become suitable habitat. To the extent possible, buffer zones around active LPC leks will be utilized to provide resource protection.

**CONTROLLED SURFACE USE**  
**POTENTIAL CAVE OR KARST OCCURRENCE AREA**

All or portions of the lease are located in a potential cave or karst occurrence area. Within this area, cave or karst features such as sinkholes, passages, and large rooms may be encountered from the surface to a depth of as much as 2,000 feet, within areas ranging from few acres to hundreds of acres. Due to sensitive nature of the cave or karst systems of this area, special protective measures may be developed during environmental analyses and be required as part of approvals for drilling or other operations on this lease. These measures could include changes in drilling operations, special casing and cementing programs, modifications in surface activities, or other reasonable measures to mitigate impacts to cave or karst values.

Surface disturbance will not be allowed within up to 200 meters of known cave entrances, passages or aspects of significant caves, or significant karst features.

For the purpose of: Protecting of cave and karst resources.

**LEASE NOTICE**  
**FERRUGINOUS HAWK HABITAT**

The Lessee/operator is given notice that lands in this lease have been identified as containing Ferruginous Hawk Habitat. Modifications to the Surface Use Plan of Operations may be required in order to protect the Ferruginous Hawk and/or Habitat from surface disturbing activities in accordance with Section 6 of the lease terms, Endangered Species Act, and

**ENDANGERED SPECIES ACT**  
**SECTION 7 CONSULTATION STIPULATION**

The lease area may now or hereafter contain plants, animals, or their habitats determined to be threatened, endangered, or other special status species. BLM may recommend modifications to exploration and development proposals to further its conservation and management objective to avoid BLM-approved activity that will contribute to a need to list such a species or their habitat. BLM may require modifications to or disapprove proposed activity that is likely to result in jeopardy to the continued existence of a proposed or listed threatened or endangered species or result in the destruction or adverse modification of a designated or proposed critical habitat. BLM will not approve any ground-disturbing activity that may affect any such species or critical habitat until it completes its obligations under applicable requirements of the Endangered Species Act as amended, 16 U.S.C. § 1531 et seq., including completion of any required procedure for conference or consultation.

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