

# BLM

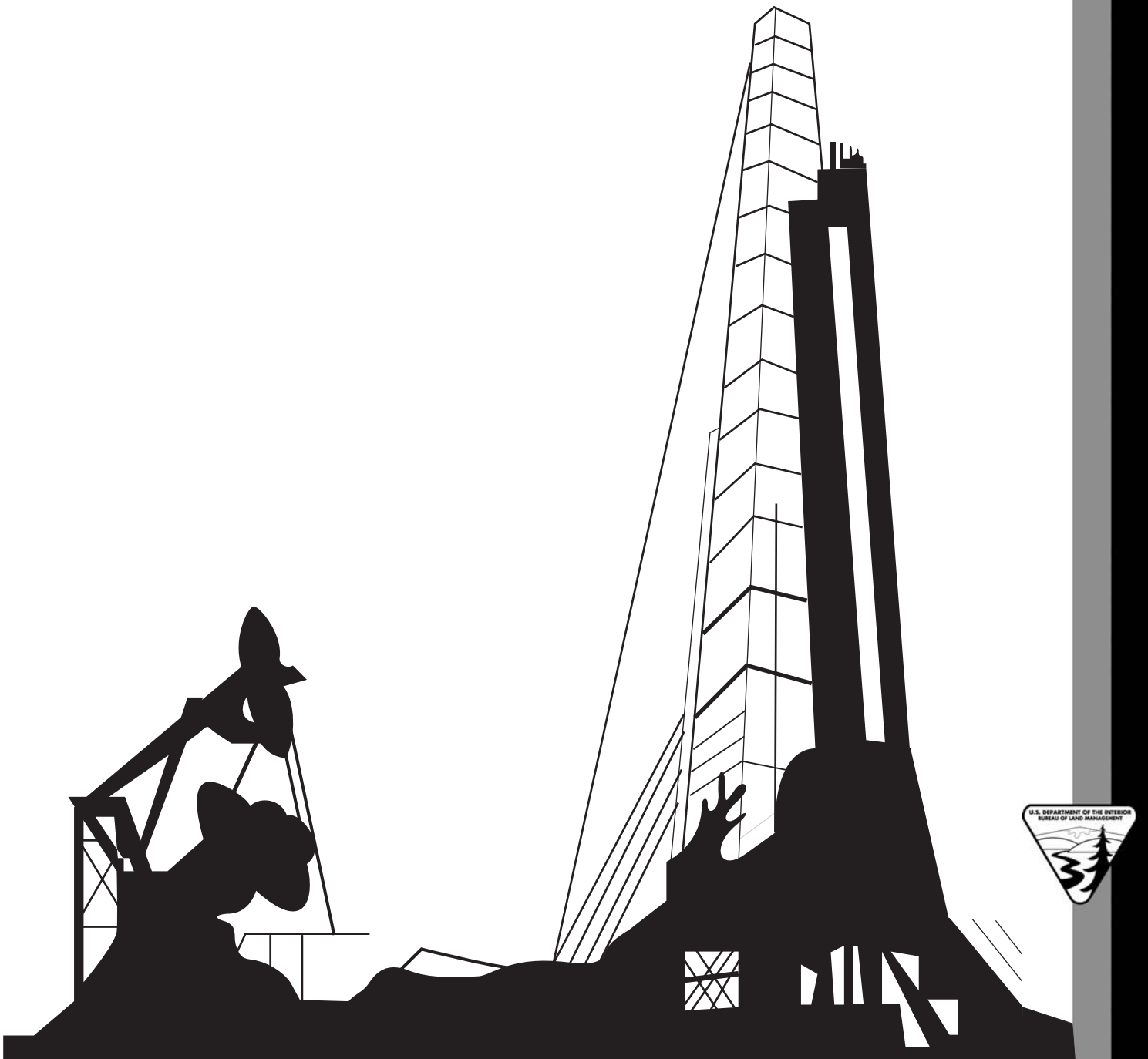
New Mexico  
Oklahoma  
Texas & Kansas

## Competitive Oil and Gas Lease Sale

**April 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-btm)

February 27, 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, April 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 **April 4, 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 May 2, 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 (**Fom 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 **July 18, 2007**. Please send nominations for that sale by **March 9, 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.

## **Inclement Weather Conditions**

On occasion, the Santa Fe area will have an abundance of snow or other weather conditions that prohibit the staff to make it to work safely at regular scheduled business hours. In the event of hazardous weather, please tune in to local television or radio stations. The Bureau of Land Management (BLM), New Mexico State Office follows the directions given on the local television or radio stations. If a 2-hour delay is broadcasted for BLM, BLM will have a 2-hour delay.

The procedure for future Oil and Gas Lease Sales scheduled on a business day with a 2-hour delay or the Office is closed for Business, the BLM will proceed as follows:

1. In the event of a 2-hour delay, the doors to the BLM, NMSO will remain locked until 9:30 a.m. The Oil and Gas Lease Sale will begin at 11:00 a.m. with registration starting at 10:00 a.m. Please call the recorded information number at (505) 438-7400, for delays.
2. In the event that the BLM office is CLOSED for Business on the day of the Oil and Gas Lease Sale, the sale will be cancelled and rescheduled at a later date. Please call the recorded information number at (505) 438-7400, for closures.

Every effort will be made to post the information on delays of "Closed for Business" on the main entrance exterior doors of the building.

Your safety and the safety of our BLM employees is our major concern.



**Power Outages** - In the event of a power outage, the office will be CLOSED.

**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: **Bernadine T. Martinez at (505) 438-7530.**

*/s/Bernadine T. Martinez*

***Bernadine T. Martinez  
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

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:

- (a) Noncompetitive lease, \$1.50 for the first 5 years; thereafter \$2.00;
- (b) Competitive lease, \$1.50; for the first 5 years; thereafter \$2.00;
- (c) Other, see attachment, or

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

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

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

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

- (a) Noncompetitive lease, 12½ %;
- (b) Competitive lease, 12½ %;
- (c) Other, see attachment; or

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

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

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

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

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

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

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

costs claimed as manufacturing, preparation, and/or transportation costs. All such records shall be maintained in lessee's accounting offices for future audit by lessor. Lessee shall maintain required records for 6 years after they are generated or, if an audit or investigation is underway, until released of the obligation to maintain such records by lessor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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.

**BUREAU OF LAND MANAGEMENT**  
**NEW MEXICO STATE OFFICE**  
 April 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>0</b>	<b>37</b>	<b>37</b>	<b>0.00</b>	<b>20,666.28</b>	<b>20,666.28</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>1</b>	<b>56</b>	<b>57</b>	<b>260.00</b>	<b>7,484.58</b>	<b>7,744.58</b>
<b>TX</b>	<b>1</b>	<b>19</b>	<b>20</b>	<b>997.80</b>	<b>3,638.38</b>	<b>4,636.18</b>
<b>TOTAL</b>	<b>2</b>	<b>112</b>	<b>114</b>	<b>1,257.80</b>	<b>31,789.24</b>	<b>33,047.04</b>



# 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  
[www.nm.blm.gov](http://www.nm.blm.gov)

In Reply Refer To:  
**3120 (92100-gsb)**

**February 22, 2007**

### NOTICE

The Bureau of Land Management will hold four (4) Competitive Oil and Gas Lease Sales during Fiscal Year 2008. The tentative scheduled dates are shown below:

<u>Sale Date</u>	<u>Team Lead for Sale</u>	<u>Expressions of Interest (EOI) Closing Date and Presale Applications</u>	<u>Posted on Website/ Mailed to the Public</u>
Oct 17, 2007	Gloria	June 8, 2007	August 31, 2007
Jan 16, 2008	Becky	September 7, 2007	November 29, 2007
April 16, 2008	Lou	December 7, 2007	February 29, 2008
July 16, 2008	Berna	March 7, 2008	May 29, 2008

\*Federal lands administered by an agency outside of the Department of the Interior require Surface Management Agency (SMA) consent. Meeting the closing dates does NOT guarantee your EOI will be on the scheduled sale date.

You may request to receive the Oil and Gas Lease Sale Notice to check whether the lands are being offered. Contact our Accounts Section at (505) 438-7462 to be placed on our mailing list by either opening a declining deposit account with a minimum amount of \$50.00 or you may purchase a single Sale Notice for \$5.00 each plus postage and handling.

Every effort will be made to offer your EOI in a timely manner.

*/s/ Gloria S. Baca*

**Gloria S. Baca  
Land Law Examiner  
Fluids Adjudication Team**



**NEW MEXICO PUBLIC DOMAIN**

**NM-200704-001            320.000 Acres**  
T.0210S, R.0210E, 23 PM, NM  
Sec. 010    N2;  
Eddy County  
Carlsbad FO  
NMNM 90492  
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-200704-002            320.000 Acres**  
T.0080S, R.0220E, 23 PM, NM  
Sec. 028    E2;  
Chaves County  
Roswell FO  
NMNM 22060  
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-200704-003            1280.000 Acres**  
T.0210S, R.0250E, 23 PM, NM  
Sec. 028    ALL;  
      033    ALL;  
Eddy County  
Carlsbad FO  
NMNM 96823, NMNM 96824  
NMNM 96925, NMNM 96826  
Stipulations:  
NM-11-LN Special Cultural Resource  
SENM-LN-1 Cave - Karst Occurrence Area  
SENM-S-17 Slopes or Fragile Soils

**NM-200704-004            1120.000 Acres**  
T.0260S, R.0270E, 23 PM, NM  
Sec. 005    W2,SE;  
      008    ALL;  
Eddy County  
Carlsbad FO  
NMNM 96837, NMNM 96838  
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

**NM-200704-005            40.000 Acres**  
T.0170S, R.0280E, 23 PM, NM  
Sec. 014    SWSW;  
Eddy County  
Carlsbad FO  
NMLC 067739  
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

**NM-200704-006            240.000 Acres**  
T.0130S, R.0290E, 23 PM, NM  
Sec. 019    NE,E2NW;  
Chaves County  
Roswell FO  
NMNM 96846  
Stipulations:  
SENM-S-19 Playas and Alkali Lakes  
SENM-S-25 Visual Resource Management  
SENM-S-39 Plan of Development

**NM-200704-007            436.910 Acres**  
T.0130S, R.0290E, 23 PM, NM  
Sec. 019    LOTS 3,4;  
      019    E2SW,W2SE,SESE;  
      020    NW;  
Chaves County  
Roswell FO  
NMNM 54287, NMNM 96846, NMNM 96847  
Stipulations:  
SENM-S-19 Playas and Alkali Lakes  
SENM-S-25 Visual Resource Management  
SENM-S-39 Plan of Development

**NM-200704-008            200.000 Acres**  
T.0130S, R.0290E, 23 PM, NM  
Sec. 020    NESW,S2SW,W2SE;  
Chaves County  
Roswell FO  
NMNM 54287  
Stipulations:  
SENM-S-19 Playas and Alkali Lakes  
SENM-S-25 Visual Resource Management  
WO-ESA-7 Endangered Species Act  
(Sec. 20: W2SE)

**NM-200704-009 719.450 Acres**

T.0260S, R.0290E, 23 PM, NM  
Sec. 005 NW;  
006 LOTS 1,2,4;  
006 E2,E2NW,SESW;

Eddy County  
Carlsbad FO  
NMNM 96850

Stipulations:  
NM-11-LN Special Cultural Resource  
SENM-S-17 Slopes or Fragile Soils  
SENM-S-18 Streams, Rivers, and Floodplains  
SENM-S-25 Visual Resource Management  
SENM-S-43 No Surface Occupancy  
(Sec. 05: S2NW)  
(Sec. 06: Lot 2, S2NE, N2SE)

**NM-200704-013 306.890 Acres**

T.0060S, R.0320E, 23 PM, NM  
Sec. 007 LOTS 4;  
007 SESW;  
018 LOTS 1;  
018 NENW;  
031 LOTS 4;  
031 SESW,S2SE;

Roosevelt County  
Roswell FO  
NMNM 81955

Stipulations:  
SENM-S-17 Slopes or Fragile Soils  
SENM-S-19 Playas and Alkali Lakes  
SENM-S-25 Visual Resource Management

**NM-200704-010 46.120 Acres**

T.0060S, R.0310E, 23 PM, NM  
Sec. 001 LOTS 3;

Chaves County  
Roswell FO  
NMNM 81948

Stipulations:  
SENM-S-19 Playas and Alkali Lakes  
SENM-S-25 Visual Resource Management

**NM-200704-014 80.000 Acres**

T.0230S, R.0330E, 23 PM, NM  
Sec. 005 E2SE;

Lea County  
Carlsbad FO  
NMNM 96859

Stipulations:  
NM-11-LN Special Cultural Resource  
SENM-S-22 Prairie Chickens

**NM-200704-011 80.000 Acres**

T.0060S, R.0310E, 23 PM, NM  
Sec. 017 S2SW;

Chaves County  
Roswell FO  
NMNM 81948

Stipulations:  
SENM-S-18 Streams, Rivers, and Floodplains  
SENM-S-19 Playas and Alkali Lakes  
SENM-S-25 Visual Resource Management

**NM-200704-015 200.090 Acres**

T.0050S, R.0340E, 23 PM, NM  
Sec. 005 LOTS 3;  
019 SE;

Roosevelt County  
Roswell FO  
NMNM 67799, NMNM 69595

Stipulations:  
SENM-S-17 Slopes or Fragile Soils  
SENM-S-19 Playas and Alkali Lakes  
SENM-S-20 Springs, Seeps and Tanks  
SENM-S-25 Visual Resource Management

**NM-200704-012 40.000 Acres**

T.0060S, R.0310E, 23 PM, NM  
Sec. 034 SWNE;

Chaves County  
Roswell FO  
NMNM 63751

Stipulations:  
SENM-S-25 Visual Resource Management

**NM-200704-016 120.000 Acres**

T.0060S, R.0340E, 23 PM, NM  
Sec. 020 SENW;  
024 W2NW;

Roosevelt County  
Roswell FO  
NMNM 90908

Stipulations:  
SENM-S-25 Visual Resource Management

**NM-200704-017**                    **355.160 Acres**  
T.0060S, R.0350E, 23 PM, NM  
Sec. 012    SWNE;  
019    LOTS 2,3;  
019    N2NE;  
029    NWNW;  
030    NENE;  
031    E2SW;  
Roosevelt County  
Roswell FO  
NMNM 55968, NMNM 82947  
Stipulations:  
SENM-S-18 Streams, Rivers, and Floodplains  
SENM-S-19 Playas and Alkali Lakes  
SENM-S-25 Visual Resource Management

**NM-200704-018**                    **160.000 Acres**  
T.0230S, R.0350E, 23 PM, NM  
Sec. 015    S2N2;  
Lea County  
Carlsbad FO  
NMNM 94627  
Stipulations:  
NM-11-LN Special Cultural Resource  
SENM-S-17 Slopes or Fragile Soils  
SENM-S-22 Praire Chickens  
SENM-S-39 Plan of Development

**NM-200704-019**                    **120.000 Acres**  
T.0260S, R.0350E, 23 PM, NM  
Sec. 013    NENE,E2SE;  
Lea County  
Carlsbad FO  
THE SUCCESSFUL BIDDER WILL BE  
REQUIRED TO JOIN THE ARENA ROJA  
FEDERAL EXPLORATORY UNIT NO.  
NMNM 112744-X, PRIOR TO LEASE  
ISSUANCE.  
OPERATOR:  
DEVON ENERGY PROD. CO., LP  
20 N. BROADWAY, SUITE 1500  
OKLAHOMA CITY, OK 73102  
NMNM 96052  
Stipulations:  
NM-11-LN Special Cultural Resource  
SENM-S-22 Prairie Chickens

**NM-200704-020**                    **40.000 Acres**  
T.0100S, R.0360E, 23 PM, NM  
Sec. 001    SWNW;  
Lea County  
Carlsbad FO  
NMNM 96061  
Stipulations:  
NM-11-LN Special Cultural Resource  
SENM-S-17 Slopes or Fragile Soils  
SENM-S-22 Prairie Chickens

**NM-200704-021**                    **160.000 Acres**  
T.0100S, R.0360E, 23 PM, NM  
Sec. 028    S2S2;  
Lea County  
Carlsbad FO  
NMNM 96061  
Stipulations:  
NM-11-LN Special Cultural Resource  
SENM-S-17 Slopes or Fragile Soils  
SENM-S-22 Prairie Chickens

**NM-200704-022**                    **160.000 Acres**  
T.0240S, R.0360E, 23 PM, NM  
Sec. 021    SW;  
Lea County  
Carlsbad FO  
NMNM 96062  
Stipulations:  
NM-11-LN Special Cultural Resource

**NM-200704-023**                    **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  
FEDERAL ENERGY REGULATORY COMMISSION  
NMNM 32117  
Stipulations:  
No Stipulations Attached

**NM-200704-024**                    **1160.000 Acres**  
T.0230N, R.0060W, 23 PM, NM  
Sec. 012    E2,E2W2;  
013    S2;  
014    S2;  
015    NENE;  
Rio Arriba County  
Farmington FO  
NMNM 25807, NMNM 41720, NMNM 41721  
NMNM 60754, NMNM 76835  
Stipulations:  
F-19-NSO Special Cultural Values  
(Sec. 13: SW, W2SE)  
NM-11-LN Special Cultural Resource

**NM-200704-025**            **1920.000 Acres**  
T.0230N, R.0060W, 23 PM, NM  
Sec. 026    ALL;  
      034    ALL;  
      035    ALL;  
Sandoval County  
Farmington FO  
NMNM 38584, NMNM 83500, NMNM 93250  
Stipulations:  
F-19-NSO Special Cultural Values  
  (Sec. 34: N2SW, SESW, W2SE)  
NM-11-LN Special Cultural Resource

**NM-200704-026**            **642.880 Acres**  
T.0230N, R.0070W, 23 PM, NM  
Sec. 007    LOTS 1-4;  
      007    E2W2,SE;  
      008    SW;  
Rio Arriba County  
Farmington FO  
NMNM 23051, NMNM 23052  
NMNM 23053, NMNM 28745  
Stipulations:  
NM-11-LN Special Cultural Resource

**NM-200704-027**            **280.000 Acres**  
T.0230N, R.0070W, 23 PM, NM  
Sec. 028    NENE;  
      029    S2SE;  
      035    NW;  
Sandoval County  
Farmington FO  
NMNM 76839, NMNM 81845  
Stipulations:  
F-9-CSU Paleontology  
NM-11-LN Special Cultural Resource

**NM-200704-028**            **1812.740 Acres**  
T.0160N, R.0080W, 23 PM, NM  
Sec. 002    LOTS 1,3,4;  
      002    S2NW,S2;  
      004    LOTS 1-4;  
      004    S2N2,S2;  
      006    LOTS 1-7;  
      006    S2NE,SENW,E2SW,SE;  
McKinley County  
Farmington FO  
NMNM 43437, NMNM 65514, NMNM 66867,  
NMNM 68056, NMNM 75618  
Stipulations:  
NM-11-LN Special Cultural Resource

**NM-200704-029**            **2320.000 Acres**  
T.0230N, R.0080W, 23 PM, NM  
Sec. 001    SE;  
      010    ALL;  
      013    ALL;  
      014    W2;  
      020    E2NE;  
      021    W2;  
      022    SE;  
San Juan County  
Farmington FO  
NMNM 5454, NMNM 36946, NMNM 43439  
NMNM 55837, NMNM 60334  
Stipulations:  
F-9-CSU Paleontology  
  (Sec. 10: All)  
  (Sec. 14: W2)  
  (Sec. 21: W2)  
  (Sec. 22: SE)  
F-19-NSO Special Cultural Values  
  (Sec. 20: N2SENE, S2NENE)  
NM-11-LN Special Cultural Resource

**NM-200704-030**            **1664.800 Acres**  
T.0240N, R.0080W, 23 PM, NM  
Sec. 003    LOTS 1-4;  
      003    S2N2,S2;  
      005    LOTS 3,4;  
      005    S2NW;  
      024    NENW;  
      031    LOTS 1-4;  
      031    E2,E2W2;  
      034    NE;  
San Juan County  
Farmington FO  
NMNM 22591, NMNM 28751, NMNM 31589  
NMNM 39536, NMNM 43747, NMNM 83506  
NMNM 85825  
Stipulations:  
F-4-TLS Critical Seasonal Big Game Habitat  
  (Sec. 03: All)  
  (Sec. 24: NENW)  
NM-11-LN Special Cultural Resource

**NM-200704-031**            **320.000 Acres**  
T.0250N, R.0080W, 23 PM, NM  
Sec. 020    NW;  
      029    SW;  
San Juan County  
Farmington FO  
NMNM 83508  
Stipulations:  
NM-11-LN Special Cultural Resource

**NM-200704-032 637.400 Acres**

T.0200N, R.0090W, 23 PM, NM  
Sec. 030 LOTS 1-4;  
030 E2,E2W2;  
McKinley County  
Farmington FO  
NMNM 65520, NMNM 89790  
Stipulations:  
NM-11-LN Special Cultural Resource

**NM-200704-033 1040.000 Acres**

T.0240N, R.0090W, 23 PM, NM  
Sec. 003 SE;  
011 NE;  
012 N2NE;  
014 NW;  
015 N2,SE;  
San Juan County  
Farmington FO  
NMSF 078859, NMSF 078859-D,  
NMNM 24464, NMNM 36950, NMNM 41651  
Stipulations:  
F-19-NSO Special Cultural Values  
(Sec. 15: W2SWNE, E2SENW, SWSENW)  
NM-11-LN Special Cultural Resource

**NM-200704-034 1522.850 Acres**

T.0250N, R.0090W, 23 PM, NM  
Sec. 023 N2,SW;  
024 NE,S2;  
025 LOTS 1-6;  
025 SE;  
026 SE;  
San Juan County  
Farmington FO  
NMNM 61563, NMNM 61564, NMNM 61565  
NMNM 61566, NMNM 76849, NMNM 84691  
Stipulations:  
NM-11-LN Special Cultural Resource

**NM-200704-035 80.590 Acres**

T.0240N, R.0100W, 23 PM, NM  
Sec. 001 LOTS 1;  
001 SENE;  
San Juan County  
Farmington FO  
NMNM 468009  
Stipulations:  
NM-11-LN Special Cultural Resource

**NM-200704-036 502.000 Acres**

T.0290N, R.0130W, 23 PM, NM  
Sec. 031 LOTS 1-4;  
031 E2,E2W2;  
San Juan County  
Farmington FO  
NMNM 0349834, NMSF 078931-B  
Stipulations:  
F-31-NSO - Dunes Vehicle RA  
(Sec. 31: NWNENE)  
NM-11-LN Special Cultural Resource

**NEW MEXICO ACQUIRED**

**NM-200704-037 40.000 Acres**

T.0180S, R.0230E, 23 PM, NM  
Sec. 005 SWNW;  
Eddy County  
Carlsbad FO  
NMNM 003302  
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

**OKLAHOMA PUBLIC DOMAIN**

**NM-200704-038 80.000 Acres**

T.0110N, R.0040E, 17 PM, OK  
Sec. 028 E2NE;  
Pottawatomie County  
Tulsa FO  
US OWNS 50% MINERAL INTEREST  
OKNM 97186  
Stipulations:  
ORA-1 Floodplain Protection (CSU)  
ORA-2 Wetland/Riparian (CSU)  
WO-ESA 7 Endangered Species Act

**NM-200704-039 40.000 Acres**

T.0010S, R.0100E, 17 PM, OK  
Sec. 021 N2NESW,N2NWSE;  
Coal County  
Tulsa FO  
OKNM 64523  
Stipulations:  
NM-8 Coal Reserves (Lease Notice)  
ORA-1 Floodplain Protection (CSU)  
ORA-2 Wetland/Riparian (CSU)  
WO-ESA 7 Endangered Species Act

**NM-200704-040 120.020 Acres**

T.0030N, R.0200E, 11 PM, OK  
Sec. 001 LOTS 1;  
001 S2NE;  
Beaver County  
Tulsa FO  
OKNM 97297  
Stipulations:  
ORA-1 Floodplain Protection (CSU)  
ORA-2 Wetland/Riparian (CSU)  
ORA-5 Lesser Prairie Chicken  
WO-ESA 7 Endangered Species Act

**NM-200704-041**            **40.000 Acres**  
T.0020N, R.0220E, 11 PM, OK  
Sec. 013    SESW;  
Beaver County  
Tulsa FO  
OKNM 97298  
Stipulations:  
ORA-1 Floodplain Protection (CSU)  
ORA-2 Wetland/Riparian (CSU)  
ORA-5 Lesser Prairie Chicken

**NM-200704-046**            **58.580 Acres**  
T.0120N, R.0110W, 17 PM, OK  
Sec. 002    LOTS 2A,2B,2C,4;  
Caddo County  
Tulsa FO  
OKNM 97208  
Stipulations:  
ORA-1 Floodplain Protection (CSU)  
ORA-2 Wetland/Riparian (CSU)

**NM-200704-042**            **40.000 Acres**  
T.0010N, R.0230E, 11 PM, OK  
Sec. 001    NESW;  
Beaver County  
Tulsa FO  
OKNM 97299  
Stipulations:  
ORA-2 Wetland/Riparian (CSU)  
ORA-5 Lesser Prairie Chicken

**NM-200704-047**            **160.000 Acres**  
T.0050N, R.0120W, 17 PM, OK  
Sec. 032    SE;  
Caddo County  
Tulsa FO  
OKNM 97209  
Stipulations:  
ORA-2 Wetland/Riparian (CSU)

**NM-200704-043**            **80.000 Acres**  
T.0060N, R.0240E, 11 PM, OK  
Sec. 008    SESW;  
          028    NWNW;  
Beaver County  
Tulsa FO  
OKNM 97300  
Stipulations:  
ORA-5 Lesser Prairie Chicken

**NM-200704-048**            **40.000 Acres**  
T.0200N, R.0130W, 17 PM, OK  
Sec. 022    SENE;  
Major County  
Tulsa FO  
OKNM 97211  
Stipulations:  
ORA-2 Wetland/Riparian (CSU)

**NM-200704-044**            **88.980 Acres**  
T.0060N, R.0250E, 11 PM, OK  
Sec. 008    LOTS 3,4;  
          009    LOTS 3;  
          015    NWNW;  
          022    SENE;  
Beaver County  
Tulsa FO  
OKNM 97301  
Stipulations:  
ORA-1 Floodplain Protection (CSU)  
ORA-2 Wetland/Riparian (CSU)  
ORA-5 Lesser Prairie Chicken  
WO-ESA 7 Endangered Species Act

**NM-200704-049**            **40.000 Acres**  
T.0170N, R.0140W, 17 PM, OK  
Sec. 029    NESW;  
Dewey County  
Tulsa FO  
OKNM 97213  
Stipulations:  
No Stipulations Attached

**NM-200704-045**            **40.000 Acres**  
T.0280N, R.0090W, 17 PM, OK  
Sec. 024    SWSW;  
Alfalfa County  
Tulsa FO  
OKNM 97206  
Stipulations:  
No Stipulations Attached

**NM-200704-050**            **114.430 Acres**  
T.0280N, R.0140W, 17 PM, OK  
Sec. 006    LOTS 6;  
          017    NWSW;  
          020    SENW;  
Woods County  
Tulsa FO  
OKNM 97215  
Stipulations:  
ORA-1 Floodplain Protection (CSU)  
ORA-2 Wetland/Riparian (CSU)  
WO-ESA 7 Endangered Species Act

**NM-200704-051**            **160.000 Acres**  
T.0030S, R.0150W, 17 PM, OK  
Sec. 028 SE;  
Tillman County  
Tulsa FO  
OKNM 97292  
Stipulations:  
ORA-2 Wetland/Riparian (CSU)

**NM-200704-056**            **40.000 Acres**  
T.0220N, R.0160W, 17 PM, OK  
Sec. 001 NESE;  
Major County  
Tulsa FO  
OKNM 97223  
Stipulations:  
ORA-2 Wetland/Riparian (CSU)

**NM-200704-052**            **34.760 Acres**  
T.0080N, R.0150W, 17 PM, OK  
Sec. 035 LOTS 5;  
Washita County  
Tulsa FO  
OKNM 97216  
Stipulations:  
ORA-1 Floodplain Protection (CSU)  
ORA-2 Wetland/Riparian (CSU)

**NM-200704-057**            **320.000 Acres**  
T.0240N, R.0160W, 17 PM, OK  
Sec. 022 N2;  
Woods County  
Tulsa FO  
OKNM 94878  
Stipulations:  
ORA-4 No Surface Occupancy

**NM-200704-053**            **40.000 Acres**  
T.0280N, R.0150W, 17 PM, OK  
Sec. 010 NWSE;  
Woods County  
Tulsa FO  
OKNM 97218  
Stipulations:  
No Stipulations Attached

**NM-200704-058**            **40.000 Acres**  
T.0250N, R.0160W, 17 PM, OK  
Sec. 029 SENW;  
Woods County  
Tulsa FO  
OKNM 97226  
Stipulations:  
No Stipulations Attached

**NM-200704-054**            **80.240 Acres**  
T.0170N, R.0160W, 17 PM, OK  
Sec. 029 NENW;  
030 LOTS 2;  
Dewey County  
Tulsa FO  
OKNM 97220  
Stipulations:  
No Stipulations Attached

**NM-200704-059**            **280.000 Acres**  
T.0040S, R.0170W, 17 PM, OK  
Sec. 010 LOTS 1A,1B,2A,2B;  
015 LOTS A,B;  
Tillman County  
Tulsa FO  
OKNM 97293  
Stipulations:  
ORA-1 Floodplain Protection (CSU)  
ORA-2 Wetland/Riparian (CSU)  
ORA-4 No Surface Occupancy  
WO-ESA 7 Endangered Species Act

**NM-200704-055**            **80.000 Acres**  
T.0180N, R.0160W, 17 PM, OK  
Sec. 011 NESE,SWSE;  
Dewey County  
Tulsa FO  
OKNM 97221  
Stipulations:  
No Stipulations Attached

**NM-200704-060**            **226.410 Acres**  
T.0200N, R.0170W, 17 PM, OK  
Sec. 005 LOTS 3,4;  
005 SWNE,S2NW;  
014 LOTS 5;  
Woodward County  
Tulsa FO  
OKNM 97228  
Stipulations:  
ORA-1 Floodplain Protection (CSU)  
ORA-2 Wetland/Riparian (CSU)  
WO-ESA 7 Endangered Species Act

**NM-200704-061 160.000 Acres**

T.0210N, R.0170W, 17 PM, OK  
Sec. 031 NESE;  
032 N2SW,SESW;  
Woodward County  
Tulsa FO  
OKNM 97229  
Stipulations:  
ORA-1 Floodplain Protection (CSU)  
ORA-2 Wetland/Riparian (CSU)  
WO-ESA 7 Endangered Species Act

**NM-200704-062 40.000 Acres**

T.0110N, R.0180W, 17 PM, OK  
Sec. 001 SWSW;  
Washita County  
Tulsa FO  
OKNM 97234  
Stipulations:  
No Stipulations Attached

**NM-200704-063 80.000 Acres**

T.0180N, R.0180W, 17 PM, OK  
Sec. 020 SENW,SWSE;  
Dewey County  
Tulsa FO  
OKNM 97237  
Stipulations:  
No Stipulations Attached

**NM-200704-064 85.270 Acres**

T.0210N, R.0180W, 17 PM, OK  
Sec. 005 LOTS 9;  
008 LOTS 1;  
010 SESW;  
025 SWNW;  
Woodward County  
Tulsa FO  
OKNM 97238  
Stipulations:  
ORA-1 Floodplain Protection (CSU)  
ORA-2 Wetland/Riparian (CSU)  
WO-ESA 7 Endangered Species Act

**NM-200704-065 80.000 Acres**

T.0260N, R.0180W, 17 PM, OK  
Sec. 008 W2NW;  
Woodward County  
Tulsa FO  
OKNM 97239  
Stipulations:  
ORA-5 Lesser Prairie Chicken

**NM-200704-066 99.480 Acres**

T.0020S, R.0190W, 17 PM, OK  
Sec. 006 LOTS 3,4;  
007 LOTS 9,10;  
017 LOTS 4;  
020 LOTS 1;  
Tillman County  
Tulsa FO  
OKNM 97294  
Stipulations:  
ORA-1 Floodplain Protection (CSU)  
ORA-2 Wetland/Riparian (CSU)  
WO-ESA 7 Endangered Species Act

**NM-200704-067 40.000 Acres**

T.0120N, R.0190W, 17 PM, OK  
Sec. 027 SWNE;  
Custer County  
Tulsa FO  
OKNM 97241  
Stipulations:  
ORA-2 Wetland/Riparian (CSU)

**NM-200704-068 280.000 Acres**

T.0270N, R.0200W, 17 PM, OK  
Sec. 035 SWNE,NESE;  
036 SENE,N2S2;  
Harper County  
Tulsa FO  
OKNM 97255  
Stipulations:  
ORA-1 Floodplain Protection (CSU)  
ORA-2 Wetland/Riparian (CSU)  
ORA-5 Lesser Prairie Chicken

**NM-200704-069 90.050 Acres**

T.0280N, R.0200W, 17 PM, OK  
Sec. 027 NENW;  
028 LOTS 4,5;  
Woods County  
Tulsa FO  
OKNM 97256  
Stipulations:  
ORA-1 Floodplain Protection (CSU)  
ORA-2 Wetland/Riparian (CSU)  
ORA-5 Lesser Prairie Chicken  
WO-ESA 7 Endangered Species Act

**NM-200704-070 40.000 Acres**

T.0030N, R.0220W, 17 PM, OK  
Sec. 008 NWNW;  
Greer County  
Tulsa FO  
OKNM 36171  
Stipulations:  
ORA-2 Wetland/Riparian (CSU)



**NM-200704-071**            **20.480 Acres**  
T.0090N, R.0220W, 17 PM, OK  
Sec. 018    LOTS 4,5;  
      019    LOTS 13;  
Beckham County  
Tulsa FO  
OKNM 97263  
Stipulations:  
ORA-1 Floodplain Protection (CSU)  
ORA-2 Wetland/Riparian (CSU)

**NM-200704-072**            **40.000 Acres**  
T.0130N, R.0230W, 17 PM, OK  
Sec. 010    SWSW;  
Roger Mills County  
Tulsa FO  
OKNM 97270  
Stipulations:  
ORA-2 Wetland/Riparian (CSU)

**NM-200704-073**            **40.000 Acres**  
T.0170N, R.0230W, 17 PM, OK  
Sec. 030    NWNW;  
Ellis County  
Tulsa FO  
OKNM 97271  
Stipulations:  
ORA-2 Wetland/Riparian (CSU)  
ORA-5 Lesser Prairie Chicken

**NM-200704-074**            **120.000 Acres**  
T.0190N, R.0230W, 17 PM, OK  
Sec. 024    W2SW;  
      025    SWSW;  
Ellis County  
Tulsa FO  
OKNM 97272  
Stipulations:  
ORA-5 Lesser Prairie Chicken

**NM-200704-075**            **83.920 Acres**  
T.0090N, R.0240W, 17 PM, OK  
Sec. 004    LOTS 8,12;  
      009    LOTS 1;  
      010    LOTS 4;  
      011    LOTS 9;  
Beckham County  
Tulsa FO  
OKNM 97276  
Stipulations:  
ORA-1 Floodplain Protection (CSU)  
ORA-2 Wetland/Riparian (CSU)

**NM-200704-076**            **40.000 Acres**  
T.0110N, R.0240W, 17 PM, OK  
Sec. 017    NENW;  
Roger Mills County  
Tulsa FO  
OKNM 97278  
Stipulations:  
ORA-2 Wetland/Riparian (CSU)

**NM-200704-077**            **40.000 Acres**  
T.0140N, R.0240W, 17 PM, OK  
Sec. 015    SWSE;  
Roger Mills County  
Tulsa FO  
OKNM 97279  
Stipulations:  
No Stipulations Attached

**NM-200704-078**            **40.020 Acres**  
T.0220N, R.0240W, 17 PM, OK  
Sec. 005    LOTS 2;  
Ellis County  
Tulsa FO  
OKNM 97281  
Stipulations:  
ORA-5 Lesser Prairie Chicken

**NM-200704-079**            **71.600 Acres**  
T.0160N, R.0250W, 17 PM, OK  
Sec. 001    LOTS 1;  
      009    NWSW;  
Roger Mills County  
Tulsa FO  
OKNM 97283  
Stipulations:  
No Stipulations Attached

**NM-200704-080**            **160.000 Acres**  
T.0170N, R.0250W, 17 PM, OK  
Sec. 034    NENE,SWNE,SENW,NESW;  
Roger Mills County  
Tulsa FO  
OKNM 97284  
Stipulations:  
No Stipulations Attached

**NM-200704-081 120.000 Acres**

T.0180N, R.0250W, 17 PM, OK  
Sec. 017 NESW;  
024 E2SE;  
Ellis County  
Tulsa FO  
OKNM 97285  
Stipulations:  
ORA-1 Floodplain Protection (CSU)  
ORA-2 Wetland/Riparian (CSU)  
ORA-5 Lesser Prairie Chicken

**NM-200704-082 40.000 Acres**

T.0210N, R.0250W, 17 PM, OK  
Sec. 006 SWSE;  
Ellis County  
Tulsa FO  
OKNM 97286  
Stipulations:  
ORA-5 Lesser Prairie Chicken

**NM-200704-083 40.000 Acres**

T.0220N, R.0250W, 17 PM, OK  
Sec. 030 SENW;  
Ellis County  
Tulsa FO  
OKNM 97287  
Stipulations:  
ORA-5 Lesser Prairie Chicken

**NM-200704-084 176.550 Acres**

T.0290N, R.0250W, 17 PM, OK  
Sec. 014 LOTS 7;  
014 SWSW;  
017 LOTS 8;  
017 NWSE;  
021 LOTS 1;  
022 LOTS 4;  
023 LOTS 1,5,6;  
Harper County  
Tulsa FO  
OKNM 97289  
Stipulations:  
ORA-1 Floodplain Protection (CSU)  
ORA-2 Wetland/Riparian (CSU)  
ORA-5 Lesser Prairie Chicken  
WO-ESA 7 Endangered Species Act

**OKLAHOMA ACQUIRED**

**NM-200704-085 150.000 Acres**

T.0010N, R.0010E, 17 PM, OK  
Sec. 013 E2NW;  
013 E2W2NW, SWNWNW, W2SWNW;  
Murray County  
Tulsa FO  
US OWNS 75% MINERAL INTEREST  
OKNM 97179  
Stipulations:  
ORA-1 Floodplain Protection (CSU)  
ORA-2 Wetland/Riparian (CSU)

**NM-200704-086 260.000 Acres**

T.0020N, R.0180E, 17 PM, OK  
Sec. 013 NE, E2NW;  
013 E2NWNW;  
Pushmataha County  
Tulsa FO  
CORPS OF ENGINEERS  
SARDIS LAKE  
US OWNS 50% MINERAL INTEREST:  
(SEC. 13: NE)  
US OWNS 25% MINERAL INTEREST:  
(Sec. 13: E2NWNW, E2NW)  
PENDING PRESALE OFFER NO. OKNM 107170  
Stipulations:  
COE-SS (1-A)  
ORA-1 Floodplain Protection (CSU)  
ORA-2 Wetland/Riparian (CSU)  
WO-ESA 7 Endangered Species Act

**NM-200704-087 160.000 Acres**

T.0110N, R.0140W, 17 PM, OK  
Sec. 027 SW;  
Washita County  
Tulsa FO  
US OWNS 25% MINERAL INTEREST  
OKNM 97212  
Stipulations:  
No Stipulations Attached

**NM-200704-088 200.000 Acres**

T.0110N, R.0190W, 17 PM, OK  
Sec. 013 S2NW, N2SW, SWSW;  
Washita County  
Tulsa FO  
US OWNS 25% MINERAL INTEREST  
OKNM 97240  
Stipulations:  
ORA-2 Wetland/Riparian (CSU)

**NM-200704-089**            **160.000 Acres**  
T.0130N, R.0190W, 17 PM, OK  
Sec. 023    NW;  
Custer County  
Tulsa FO  
OKNM 97242  
Stipulations:  
ORA-2 Wetland/Riparian (CSU)

**NM-200704-090**            **1503.790 Acres**  
T.0230N, R.0220W, 17 PM, OK  
Sec. 004    LOTS 4;  
         004    SWNW,W2SW;  
         005    LOTS 1-4;  
         005    S2N2,S2;  
         008    ALL;  
         009    NWNW;  
         009    N2SWNW;  
Woodward County  
Tulsa FO  
CORPS OF ENGINEERS  
FT. SUPPLY LAKE  
US OWNS 50% MINERAL INTEREST  
(Sec. 08: S2SE)  
OKNM 80663, OKNM 86975, OKNM 86201  
OKNM 103832, OKNM 105518  
Stipulations:  
COE-SS (1-A)  
ORA-5 Lesser Prairie Chicken

**NM-200704-091**            **680.000 Acres**  
T.0240N, R.0220W, 17 PM, OK  
Sec. 031    SESE;  
         032    ALL;  
Woodward County  
Tulsa FO  
CORPS OF ENGINEERS  
FT. SUPPLY LAKE  
OKNM 53277, OKNM 53279  
OKNM 88183, OKNM 89192  
Stipulations:  
COE-SS (1-A)  
ORA-5 Lesser Prairie Chicken

**NM-200704-092**            **160.000 Acres**  
T.0250N, R.0220W, 17 PM, OK  
Sec. 021    E2E2;  
Harper County  
Tulsa FO  
DEPARTMENT OF AGRICULTURE  
AGRICULTURAL RESEARCH SERVICE (ARS)  
US OWNS 50% MINERAL INTEREST:  
(SEC. 21: E2NE)  
OKNM 6743  
Stipulations:  
ARS-1  
ARS-2  
ORA-4 No Surface Occupancy  
ORA-5 Lesser Prairie Chicken

**NM-200704-093**            **160.000 Acres**  
T.0120N, R.0250W, 17 PM, OK  
Sec. 013    SW;  
Roger Mills County  
Tulsa FO  
US OWNS 25% MINERAL INTEREST  
OKNM 97282  
Stipulations:  
No Stipulations Attached

**NM-200704-094**            **40.000 Acres**  
T.0140N, R.0250W, 17 PM, OK  
Sec. 012    NWNW;  
Roger Mills County  
Tulsa FO  
US OWNS 50% MINERAL INTEREST  
OKNM 86208  
Stipulations:  
No Stipulations Attached

**TEXAS ACQUIRED**

**NM-200704-095 997.800 Acres**

TX  
TR NR-57 (153.80 ACRES);  
TR NR-65M (844.00 ACRES);  
McMullen County  
Tulsa FO  
BUREAU OF RECLAMATION  
NUECES RIVER PROJECT  
PENDING PRESALE OFFER NO. TXNM 116901  
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.  
Stipulations:  
GP-135 Special Stipulations  
ORA-2 Wetland/Riparian (CSU)  
WO-ESA 7 Endangered Species Act  
Quad No. 2898134

**NM-200704-096 375.000 Acres**

TX  
TR K-10;  
SEE EXH A FOR M&B W/MAP;  
Trinity County  
Tulsa FO  
DAVY CROCKETT NATIONAL FOREST  
TXNM 96153  
Stipulations:  
FS1  
FS8 (TX) CSU#1A  
FS8 (TX) CSU#1I  
FS8 (TX) TLS1A  
FS8 (TX) LN-6B-1  
Quad Nos. 3195141 & 3195142

**NM-200704-097 78.000 Acres**

TX  
TR K-10B;  
EXH B FOR M&B W/MAP;  
Trinity County  
Tulsa FO  
DAVY CROCKETT NATIONAL FOREST  
TXNM 60114  
Stipulations:  
FS1  
FS8 (TX) CSU#1A  
FS8 (TX) CSU#1I  
FS8 (TX) TLS-1A  
Quad No. 3195141

**NM-200704-098 104.000 Acres**

TX  
TR K-10E;  
SEE EXH C FOR M&B W/MAP;  
Trinity County  
Tulsa FO  
DAVY CROCKETT NATIONAL FOREST  
TXNM 60113  
Stipulations:  
FS1  
FS8 (TX) CSU#1A  
FS8 (TX) CSU#1I  
FS8 (TX) TLS1A  
Quad No. 3195113

**NM-200704-099 9.250 Acres**

TX  
TR K-16;  
SEE EXH D FOR M&B W/MAP;  
Houston County  
Tulsa FO  
DAVY CROCKETT NATIONAL FOREST  
US OWNS 50% MINERAL INTEREST  
TXNM 96119  
Stipulations:  
FS1  
FS8 (TX) CSU#1A  
FS8 (TX) CSU#1I  
FS8 (TX) TLS-1A  
Quad No. 3195142

**NM-200704-100 48.000 Acres**

TX  
TR K-32;  
SEE EXH E FOR M&B W/MAP;  
Houston County  
Tulsa FO  
DAVY CROCKETT NATIONAL FOREST  
TXNM 66298  
Stipulations:  
FS1  
FS8 (TX) CSU#1A  
FS8 (TX) CSU#1I  
FS8 (TX) TLS-1A  
Quad No. 3195412

**NM-200704-101                    25.000 Acres**

TX  
TR K-35;  
SEE EXH F FOR M&B W/MAP;  
Houston County  
Tulsa FO  
DAVY CROCKETT NATIONAL FOREST  
TXNM 100891  
Stipulations:  
FS1  
FS8 (TX) CSU#1A  
FS8 (TX) CSU#1I  
FS8 (TX) TLS-1A  
Quad No. 3195412

**NM-200704-104                    80.400 Acres**

TX  
TR K-67;  
SEE EXH I FOR M&B W/MAP;  
Houston County  
Tulsa FO  
DAVY CROCKETT NATIONAL FOREST  
US OWNS 50% MINERAL INTEREST  
TXNM 70922  
Stipulations:  
FS1  
FS8 (TX) CSU#1A  
FS8 (TX) CSU#1I  
FS8 (TX) TLS-1A  
Quad Nos. 3195134 & 3195421

**NM-200704-102                    40.000 Acres**

TX  
TR K-36B;  
SEE EXH G FOR M&B W/MAP;  
Houston County  
Tulsa FO  
DAVY CROCKETT NATIONAL FOREST  
TXNM 60089  
Stipulations:  
FS1  
FS8 (TX) CSU#1A  
FS8 (TX) CSU#1I  
FS8 (TX) TLS-1A  
Quad No. 3195134

**NM-200704-105                    65.290 Acres**

TX  
TR K-84;  
SEE EXH J FOR M&B W/MAP;  
Houston County  
Tulsa FO  
DAVY CROCKETT NATIONAL FOREST  
THIS PARCEL CONTAINS A 50% 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.  
TXNM 69205  
Stipulations:  
FS1  
FS8 (TX) CSU#1A  
FS8 (TX) CSU#1I  
FS8 (TX) LN-3B  
FS8 (TX) TLS-1A  
Quad No. 3195143

**NM-200704-103                    16.970 Acres**

TX  
TR K-52;  
SEE EXH H FOR M&B W/MAP;  
Houston County  
Tulsa FO  
DAVY CROCKETT NATIONAL FOREST  
US OWNS 50% MINERAL INTEREST  
Stipulations:  
FS1  
FS8 (TX) CSU#1A  
FS8 (TX) CSU#1I  
FS8 (TX) TLS-1A  
Quad No. 3195143

**NM-200704-106                    1387.950 Acres**

TX  
TR K-1-III PARCEL #5;  
SEE EXH K FOR M&B W/MAP;  
Houston County  
Tulsa FO  
DAVY CROCKETT NATIONAL FOREST  
TXNM 19769  
Stipulations:  
FS1  
FS8 (TX) CSU#1A  
FS8 (TX) CSU#1B-2  
FS8 (TX) CSU#1I  
FS8 (TX) TLS-1A  
Quad No. 3195142

**NM-200704-107 967.520 Acres**

TX  
TR K-1B-II PARCEL #3;  
SEE EXH L FOR M&B W/MAP;  
Houston County  
Tulsa FO  
DAVY CROCKETT NATIONAL FOREST  
TXNM 96118  
Stipulations:  
FS1  
FS8 (TX) NSO#1  
Quad No. 3195143

**NM-200704-111 29.000 Acres**

TX  
TR K-10;  
SEE EXH P FOR M&B W/MAP;  
Houston County  
Tulsa FO  
DAVY CROCKETT NATIONAL FOREST  
TXNM 103281  
Stipulations:  
FS1  
FS8 (TX) CSU#1A  
FS8 (TX) CSU#1I  
FS8 (TX) TLS-1A  
Quad No. 3195131

**NM-200704-108 54.000 Acres**

TX  
TR K-1F;  
SEE EXH M FOR M&B W/MAP;  
Houston County  
Tulsa FO  
DAVY CROCKETT NATIONAL FOREST  
TXNM 105233  
Stipulations:  
FS1  
FS8 (TX) CSU#1A  
FS8 (TX) CSU#1I  
FS8 (TX) TLS-1A  
Quad Nos. 3195141 & 3195142

**NM-200704-112 41.000 Acres**

TX  
TR K-1P;  
SEE EXH Q FOR M&B W/MAP;  
Houston County  
Tulsa FO  
DAVY CROCKETT NATIONAL FOREST  
TXNM 103282  
Stipulations:  
FS1  
FS8 (TX) CSU#1A  
FS8 (TX) CSU#1I  
FS8 (TX) TLS-1A  
Quad No. 3195131

**NM-200704-109 125.000 Acres**

TX  
TR K-1M;  
SEE EXH N FOR M&B W/MAP;  
Houston County  
Tulsa FO  
DAVY CROCKETT NATIONAL FOREST  
TXNM 105232  
Stipulations:  
FS1  
FS8 (TX) CSU#1A  
FS8 (TX) CSU#1I  
FS8 (TX) TLS-1A  
Quad No. 3195143

**NM-200704-113 89.000 Acres**

TX  
TR K-1Q;  
SEE EXH R FOR M&B W/MAP;  
Houston County  
Tulsa FO  
DAVY CROCKETT NATIONAL FOREST  
TXNM 96167  
Stipulations:  
FS1  
FS8 (TX) CSU#1A  
FS8 (TX) CSU#1I  
FS8 (TX) TLS-1A  
Quad No. 3195143

**NM-200704-110 23.000 Acres**

TX  
TR K-1M-I;  
SEE EXH O FOR M&B W/MAP;  
Houston County  
Tulsa FO  
DAVY CROCKETT NATIONAL FOREST  
TXNM 103280  
Stipulations:  
FS1  
FS8 (TX) CSU#1A  
FS8 (TX) CSU#1I  
FS8 (TX) TLS-1A  
Quad No. 3195143

**NM-200704-114 80.000 Acres**

TX  
TR K-1U (63.00 AC);  
TR K-1U-I (17.00 AC);  
SEE EXH S FOR M&B W/MAP;  
Houston County  
Tulsa FO  
DAVY CROCKETT NATIONAL FOREST  
TXNM 66302  
Stipulations:  
FS1  
FS8 (TX) NSO#1  
Quad No. 3195144

Number of Parcels - 114

Total Acreage - 33,047.04

Total number of Parcels with Presale Offers  
- 2

Parcel Number of Parcels with Presale Offers  
- 86, 95

Total Acreage With Presale Offers - 1,257.80

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

**DESCRIPTION FOR MINERAL LEASING  
OF TRACT K-10  
375.00 ACRES  
DAVY CROCKETT NATIONAL FOREST  
TRINITY COUNTY, TEXAS**

All that certain tract or parcel of land lying and being in Trinity County, Texas, embracing in whole the Sam F. Kenley patented Survey, A-882, dated June 7, 1909, and being identified for mineral leasing purposes as Tract K-10. Tract K-10 contains 375.00 acres and is described as follows for mineral leasing purposes only. Tract K-10 was acquired from C. H. Kenley by deed dated September 11, 1936 and recorded in Volume 88, Page 239 et seq., Deed Records, Trinity County, Texas. It is not the intent of this description of Tract K-10 to include any lands within adjacent issued Bureau of Land Management (BLM) leases or lease offerings.

**BEGINNING** at corner 1 of Forest Service Tract K-10, common to the beginning corner of Forest Service Tract K-10b, corner 12 of F.S. Tract K-2b, identical with the beginning corner of the Sam F. Kenley Survey, A-882, and the third corner of the George Rose Survey, A-524, a F.S. standard concrete post marked K-347;

**THENCE** West, with F.S. Tract K-2b, common to the Trinity County School Land Survey, 67.40 chains to corner 2 of Tract K-10, common to corner 11 of Tract K-2b, the ninth corner of the Sam F. Kenley Survey and the beginning corner of the W. J. Meacham Survey, A-452;

**THENCE** two lines common to the W. J. Meacham Survey;

**N 00° 30' E**, 28.80 chains to corner 3 of Tract K-10, the eighth corner of the Sam F. Kenley Survey and the second corner of the W. J. Meacham Survey;

**N 89° 00' W**, 43.30 chains to corner 4 of Tract K-10, the seventh corner of the Sam F. Kenley Survey and the third corner of the J. P. Brannen Survey, A-1341, on the north line of the W. J. Meacham Survey, on the Houston-Trinity County line;

**THENCE N 52° 00' E**, along the Houston-Trinity County line, common to the J. P. Brannen Survey, 20.00 chains to corner 5 of Tract K-10, common to the beginning corner of F.S. Tract K-1a-VI, the second corner of the J. P. Brannen Survey and the thirteenth corner of the I. & G.N.R.R. Co. Survey No. 35, A- 603, a F.S. standard concrete post marked K-339;



**THENCE N 51° 30' E, with Tract K-1a-VI and along the Houston-Trinity County line, common to the I. & G.N.R.R. Co. Survey No. 35, 80.20 chains to corner 6 of Tract K-10, common to corner 2 of F.S. Tract K-2v, the sixth corner of the Sam F. Kenley Survey and the fifth corner of the W. P. English Survey, A-812-Trinity, A-1324-Houston;**

**THENCE S 00° 45' W, with Tract K-2v and common to the W. P. English Survey, 27.50 chains to corner 7 of Tract K-10, common to the beginning corner of F.S. Tract K-2v, the fifth corner of the Sam F. Kenley Survey and the sixth corner of the W. P. English Survey, a F.S. standard concrete post marked K-264;**

**THENCE four lines common to the William F. Pool Survey, A-514;**

**West, with Tract K-2v, 16.60 chains to corner 8 of Tract K-10, common to corner 22 of F.S. Tract K-2v, the fourth corner of the Sam F. Kenley Survey and the second corner of the William F. Pool Survey;**

**South, with Tract K-2v, 10.90 chains to corner 9 of Tract K-10, common to corner 21 of F.S. Tract K-2v;**

**S 00° 45' W, 27.20 chains to corner 10 of Tract K-10, the third corner of the Sam F. Kenley Survey and the third corner of the William F. Pool Survey;**

**N 89° 45' E, 48.60 chains to corner 11 of Tract K-10, the second corner of the Sam F. Kenley Survey and the fourth corner of the William F. Pool Survey;**

**THENCE S 00° 15' E, common to the George Rose and Sam F. Kenley Surveys, 27.30 chains to the PLACE OF BEGINNING, containing 375.00 acres, more or less.**

**DESCRIPTION FOR MINERAL LEASING  
OF TRACT K-10b  
78.00 ACRES  
DAVY CROCKETT NATIONAL FOREST  
TRINITY COUNTY, TEXAS**

All that certain tract or parcel of land lying and being in Trinity County, Texas, lying entirely within and embracing a part of the Trinity County School Land patented Survey, A-588, dated July 5, 1872, and being identified for mineral leasing purposes as Tract K-10b. Tract K-10b contains 78.00 acres and is described as follows for mineral leasing purposes only. Tract K-10b was acquired from C. H. Kenley by deed dated September 11, 1936 and recorded in Volume 88, Page 239 et seq., Deed Records, Trinity County, Texas. It is not the intent of this description of Tract K-10b to include any lands within adjacent issued Bureau of Land Management (BLM) leases or lease offerings.

**BEGINNING** at corner 1 of Forest Service Tract K-10b, common to the beginning corner of Forest Service Tract K-10, corner 12 of F.S. Tract K-2b, identical with the beginning corner of the Sam F. Kenley Survey, A-882, and the third corner of the George Rose Survey, A-524, on the north line of the Trinity County School Land Survey, a F.S. standard concrete post marked K-347;

**THENCE** S 89° 15' E, common to the Trinity County School Land and George Rose Surveys, 17.50 chains to corner 2 of Tract K-10b;

**THENCE** four lines within the Trinity County School Land Survey;

**S 01° 15' W**, 45.40 chains to corner 3 of Tract K-10b, on a north boundary line of F.S. Tract K-2b;

**N 89° 30' W**, with Tract K-2b, 13.30 chains to corner 4 of Tract K-10b, common to corner 19 of Tract K-2b;

**West**, 3.40 chains to corner 5 of Tract K-10b, common to corner 13 of Tract K-2b;

**N 00° 15' W**, with Tract K-2b, 45.50 chains to the **PLACE OF BEGINNING**, containing 78.00 acres, more or less.

**DESCRIPTION FOR MINERAL LEASING  
OF TRACT K-10e  
104.00 ACRES  
DAVY CROCKETT NATIONAL FOREST  
TRINITY COUNTY, TEXAS**

All that certain tract or parcel of land lying and being in Trinity County, Texas, embracing in part the B.B.B. & C.R.R. Co. patented Survey, A-99, dated October 16, 1861, and being identified for mineral leasing purposes as Tract K-10e. Tract K-10e contains 104.00 acres and is described as follows for mineral leasing purposes only. Tract K-10e was acquired from C. H. Kenley by deed dated September 11, 1936 and recorded in Volume 88, Page 239 et seq., Deed Records, Trinity County, Texas. It is not the intent of this description of Tract K-10e to include any lands within adjacent issued Bureau of Land Management (BLM) leases or lease offerings.

**BEGINNING** at corner 1 of Forest Service Tract K-10e, common to corner 79 of Forest Service Tract K-2b, on the west boundary line of the Trinity County School Land Survey, A-588, and the east boundary line of the B.B.B. & C.C.R. Survey;

**THENCE** S 89° 45' W, within the B.B.B. & C.C.R. Survey, 40.10 chains to corner 2 of Tract K-10e, on the east boundary line of the Richard Miller Survey, A-416, and a boundary line of Tract K-2b;

**THENCE** N 00° 30' W, with Tract K-2b and common to the B.B.B. & C.C.R. Co. and Richard Miller Surveys, 5.40 chains to corner 3 of Tract K-10e, common to corner 73 of Tract K-2b, the fourth corner of the B.B.B. & C.C.R. Co. Survey, and the seventh corner of the Richard Miller Survey, a stake in easterly line of graded road;

**THENCE** two lines within the B.B.B. & C.C.R. Co. Survey;

**N 01° 30' W**, 21.10 chains to corner 4 of Tract K-10e;

**S 89° 15' E**, 40.00 chains to corner 5 of Tract K-10e, on the west boundary line of the Trinity County School Land Survey, A-588 and a boundary line of Tract K-2b;

**THENCE** South, with Tract K-2b, common to the B.B.B. & C.C.R. Co. and Trinity County School Land Surveys, 25.70 chains to the **PLACE OF BEGINNING**, containing 104.00 acres, more or less.

**DESCRIPTION FOR MINERAL LEASING  
OF TRACT K-16  
9.25 ACRES  
DAVY CROCKETT NATIONAL FOREST  
HOUSTON COUNTY, TEXAS**

All that certain tract or parcel of land lying and being in Houston County, Texas, embracing a part of the David Childers Survey, A-263, dated June 17, 1859, and being identified for mineral leasing purposes as Tract K-16. Tract K-16 contains 9.25 acres and is described as follows for mineral leasing purposes only. Tract K-16 was acquired from Sunoco Energy by deed dated October 22, 1979 and recorded in Volume 641 Page 251, Deed Records, Houston County, Texas, SUBJECT TO an undivided 50% private mineral interest as reserved in deed dated March 22, 1945 from C. W. Mask to W. C. English, et al, and recorded in Volume 231, Page 640, Deed Records, Houston County, Texas. It is not the intent of this description of Tract K-16 to include any lands within adjacent issued Bureau of Land Management (BLM) leases or lease offerings.

**BEGINNING** at corner 1 of Forest Service Tract K-16, identical with corner 2 of Forest Service Tract K-45;

**THENCE** N 89° 45' E, 331.97 feet to corner 2 of Tract K-16, identical with corner 3 of Forest Service Tract K-54;

**THENCE** South, with the line between corners 3 and 2 of Tract K-54, 1242.30 feet to corner 3 of Tract K-16, identical with corner 2 of said Tract K-54;

**THENCE** S 89° 40' W, 316.93 feet to corner 4 of Tract K-16, identical with corner 3 of Forest Service Tract K-45;

**THENCE** N 00° 41' 37" W, with the line between corners 3 and 2 of said Tract 45, 1242.79 feet to the PLACE OR POINT OF BEGINNING, containing 9.25 acres, more or less.

**DESCRIPTION FOR MINERAL LEASING  
OF TRACT K-32  
48.00 ACRES  
DAVY CROCKETT NATIONAL FOREST  
HOUSTON COUNTY, TEXAS**

All that certain tract or parcel of land lying and being in Houston County, Texas, embracing in part the Leonard Williams patented Survey, A-94, dated January 13, 1835 and being identified for mineral leasing purposes as Tract K-32. Tract K-32 contains 48.00 acres described as follows for mineral leasing purposes only. Tract K-32 was acquired from The First National Bank of Alto, Texas by deed dated December 30, 1936 and recorded in Volume 184 Page 229, Deed Records, Houston County, Texas. It is not the intent of this description of Tract K-32 to include any lands within adjacent issued Bureau of Land Management (BLM) leases or lease offerings.

**BEGINNING** at corner 1 of Forest Service Tract K-32, common to Forest Service Tract K-1b-II, on the southeasterly line of the Leonard Williams Survey and the northwesterly line of the Maria Francisco Perez Survey, A-64. From this corner, corner 2 of F.S. Tract K-1b-II, the beginning corner of the Leonard Williams Survey, a stake on the right bank of Neches River bears two lines: N 24° 00' E, 10.50 chains distant; N 23° 00' E, 106.50 chains distant;

**THENCE** S 24° 00' W, with Tract K-1b-II, common to the Leonard Williams and Maria Francisco Perez Surveys, 32.40 chains to corner 2 of Tract K-32, on a southwesterly edge of a road;

**THENCE** three lines within the Leonard Williams Survey:

N 64° 30' W, along said road, 14.10 chains to corner 3 of Tract K-32, on the northeasterly edge of said road;

N 21° 00' E, 31.60 chains to corner 4 of Tract K-32;

S 67° 45' E, 15.90 chains to the **PLACE OF BEGINNING**, containing 48.00 acres, more or less.

**DESCRIPTION FOR MINERAL LEASING  
OF TRACT K-35  
25.00 ACRES  
DAVY CROCKETT NATIONAL FOREST  
HOUSTON COUNTY, TEXAS**

All that certain tract or parcel of land lying and being in Houston County, Texas, embracing in part the Jacob Prewitt patented Survey, A-66, dated February 16, 1835 and being identified for mineral leasing purposes as Tract K-35. Tract K-35 contains 25.00 acres described as follows for mineral leasing purposes only. Tract K-35 was acquired from E. M. Womack by deed dated December 24, 1935 and recorded in Volume 170 Page 254, Deed Records, Houston County, Texas. It is not the intent of this description of Tract K-35 to include any lands within adjacent issued Bureau of Land Management (BLM) leases or lease offerings.

**BEGINNING** at corner 1 of Forest Service Tract K-35, a Forest Service standard concrete post marked K-459;

**THENCE S 22° 15' W**, within the Jacob Prewitt Survey, 15.30 chains to corner 2 of Tract K-35. From this corner, corner 13 of F.S. Tract K-1b-IV, the third corner of the Leonard William Survey, A-94, and the third corner of the I. & G. N.R.R. Co. Survey No. 43, dated November 1, 1877, bears S 09° 00' W, 52.50 chains distant;

**THENCE N 67° 30' W**, within the Jacob Prewitt Survey, 16.10 chains to corner 3 of Tract K-35;

**THENCE N 22° 00' E**, within the Jacob Prewitt Survey, 15.30 chains to corner 4 of Tract K-35;

**THENCE S 67° 45' E**, within the Jacob Prewitt Survey, 16.20 chains to the **PLACE OF BEGINNING**, containing 25.00 acres, more or less.

**DESCRIPTION FOR MINERAL LEASING  
OF TRACT K-36b  
40.00 ACRES  
DAVY CROCKETT NATIONAL FOREST  
HOUSTON COUNTY, TEXAS**

All that certain tract or parcel of land lying and being in Houston County, Texas, embracing a part of the George Robbins patented Survey, A-874, dated March 6, 1849, and being identified for mineral leasing purposes as Tract K-36b. Tract K-36b contains 40.00 acres and is described as follows for mineral leasing purposes only. Tract K-36b was acquired from the Kennedy Brothers by deed dated April 11, 1940 and recorded in Volume 202 Page 348, Deed Records, Houston County, Texas. It is not the intent of this description of Tract K-36b to include any lands within adjacent issued Bureau of Land Management (BLM) leases or lease offerings.

**BEGINNING** at corner 1 of Forest Service Tract K-36b, common to Forest Service Tract K-1b-V. From this corner, corner 49 of F.S. Tract K-1b-V, the fifth corner of the George Robbins Survey, and the ninth corner of the Collin de Bland Survey, A- 318, a F.S. standard concrete post marked K-97, bears S 45° 00' E, 12.50 chains distant;

**THENCE** N 45° 00' W, with Tract K-1b-V, common to the George Robbins and Collin de Bland Surveys, 12.80 chains to corner 2 of Tract K-36b;

**THENCE** three lines within the George Robbins Survey:

    N 45° 00' E, 31.30 chains to corner 3 of Tract K-36b;  
    S 45° 00' E, 12.80 chains to corner 4 of Tract K-36b;  
    S 45° 00' W, 31.30 chains to the PLACE OF BEGINNING, containing 40.00 acres, more or less.

**DESCRIPTION FOR MINERAL LEASING  
OF TRACT K-52  
16.97 ACRES  
DAVY CROCKETT NATIONAL FOREST  
HOUSTON COUNTY, TEXAS**

All that certain tract or parcel of land lying and being in Houston County, Texas, embracing in part the Levi Sides patented Survey, A-981, dated January 4, 1877, and being identified for mineral leasing purposes as Tract K-52. Tract K-52 contains 16.97 acres and is described as follows for mineral leasing purposes only. Tract K-52 was acquired from R. J. Gray by deed dated May 22, 1990 and recorded in Volume 932, Page 759 et seq., Deed Records, Houston County, Texas, SUBJECT TO an undivided 50% private outstanding mineral interest in third parties as reserved in Mineral Deed dated 11/18/1944 from J. I. Currey to A. E. Hervey, recorded in Vol. 229, Page 498, Houston County, TX. It is not the intent of this description of Tract K-52 to include any lands within adjacent issued Bureau of Land Management (BLM) leases or lease offerings.

**BEGINNING** at corner 1 of Forest Service Tract K-52, common to corner 29 of Forest Service Tract K-1a-II;

**THENCE** N 00° 15' E, common to the west boundary line of F.S. Tract K-1a-II, 1103.38 feet to corner 2 of Tract K-52, being a pipe with aluminum cap stamped corner 30 of Tract K-1a-II;

**THENCE** N 72° 39' 09" W, 443.84 feet to corner 3 of Tract K-52, common to corner 31 of Tract K-1a-II, the sixth corner of the Moses Speer Survey, A-913, and the third corner of the E. S. Van Sickle Survey, A-1057;

**THENCE** S 18° 28' 57" W, 1280.43 feet to corner 4 of Tract K-52;

**THENCE** S 88° 31' 07" E, with the south boundary of the Levi Sides Survey, 825.03 feet to the **PLACE OF BEGINNING**, containing 16.97 acres, be the same, more or less.



**DESCRIPTION FOR MINERAL LEASING  
OF TRACT K-67  
80.40 ACRES  
DAVY CROCKETT NATIONAL FOREST  
HOUSTON COUNTY, TEXAS**

All that certain tract or parcel of land lying and being in Houston County, Texas, lying wholly within the William P. Davis patented Survey, A-28, dated October 14, 1835, and being identified for mineral leasing purposes as Tract K-67. Tract K-67 contains 80.40 acres and is described as follows for mineral leasing purposes only. Tract K-67 was acquired from Mrs. Leela Downes and Mrs. Ruth Arledge by deed dated November 2, 1938 and recorded in Volume 193 Page 470, Deed Records, Houston County, Texas, SUBJECT TO an undivided 50% private mineral interest as reserved in deed dated December 7, 1925 from F. J. Lucas to Frank Hatch and recorded in Volume 119, Page 52, Deed Records, Houston County, Texas. It is not the intent of this description of Tract K-67 to include any lands within adjacent issued Bureau of Land Management (BLM) leases or lease offerings.

**BEGINNING** at corner 1 of Forest Service Tract K-67. From this corner, the third corner of the William P. Davis Surveys bears N 38° 50' E, 53.00 chains distant;

**THENCE** seven lines within the William P. Davis Survey:

South, 40.43 chains to corner 2 of Tract K-67;

West, 11.09 chains to corner 3 of Tract K-67, a point in the center of Sandy Branch.

In a general westerly direction, down and with the meanders of Sandy Branch, 15.50 chains to corner 4 of Tract K-67, a point in the center of Sandy Branch;

N 00° 15' E, 33.18 chains to corner 5 of Tract K-67, a stake in a dry branch;  
S 82° 45' W, 3.85 chains to corner 6 of Tract K-67, a point in the center of the old Crockett and Augusta road where a dry branch crosses same;

N 23° 00' W, 5.19 chains to corner 7 of Tract K-67, a stake on east bank of the old Crockett and Augusta road where a dry branch crosses same;

S 88° 00' E, 25.10 chains to the PLACE OF BEGINNING, containing 80.40 acres, more or less.

**DESCRIPTION FOR MINERAL LEASING  
OF TRACT K-84  
65.29 ACRES  
DAVY CROCKETT NATIONAL FOREST  
HOUSTON COUNTY, TEXAS**

All that certain tract or parcel of land lying and being in Houston County, Texas, lying wholly within the Levi Sides patented Survey, A-981, dated January 4, 1877, and being identified for mineral leasing purposes as Tract K-84. Tract K-84 contains 65.29 acres and is described as follows for mineral leasing purposes only. Tract K-84 was acquired from T. J. Ashby by deed dated February 3, 1939 and recorded in Volume 194, Page 355 et seq., Deed Records, Houston County, Texas, and is subject to a 1/4<sup>th</sup> outstanding royalty interest as reserved in instrument dated 10/16/1935 from the Ashby Estate to W. Howard Lee, recorded in Volume 170, Page 136, Houston County Deed Records, and another 1/4<sup>th</sup> reservation of royalty interest only as reserved in instrument dated 10/16/1935 from the Ashby Estate to J. E. Suttles, recorded in Volume 171, Page 606, Houston County Deed Records. It is not the intent of this description of Tract K-84 to include any lands within adjacent issued Bureau of Land Management (BLM) leases or lease offerings.

**BEGINNING** at corner 1 of Forest Service Tract K-84, common to corner 1 of Forest Service Tract K-6, identical with the fourth corner of the Levi Sides Survey and the sixth corner of the Frederick Calhoun Survey, A-312;

**THENCE S 71° 15' E**, common to the Levi Sides Survey and to the E. S. Van Sickle Survey, A-1057, 32.69 chains to corner 2 of Tract K-84;

**THENCE S 19° 00' W**, within the Levi Sides Survey, 20.79 chains to corner 3 of Tract K-84;

**THENCE N 69° 00' W**, common to the Levi Sides Survey and to the L. H. Sides Survey, A-979, 32.61 chains to corner 4 of Tract K-84;

**THENCE N 18° 15' E**, with F.S. Tract K-6, common to the Levi Sides and Frederick Calhoun Surveys, 19.80 chains to the place of beginning, containing 66.29 acres, **SUBJECT TO Exception No. 1**, a cemetery tract containing 1.0 acre, leaving a net area of 65.29 acres, be the same, more or less.

**EXCEPTION NO. 1, CEMETERY TRACT, 1.0 acre: BEGINNING at corner 1 of Exception No. 1, an iron pipe witnessed by marked bearing trees. From this corner, corner 1 of F.S. Tract K-84, identical with the fourth corner of the Levi Sides Survey, bears N 71° 15' W, 10.00 chains distant.**

**THENCE four lines within the Levi Sides Survey:**

**S 71° 15' E, 3.16 chains to corner 2 of Exception No. 1;  
S 18° 45' W, 3.16 chains to corner 3 of Exception No. 1;  
N 71° 15' W, 3.16 chains to corner 4 of Exception No. 1;  
N 18° 45' E, 3.16 chains to the PLACE OF BEGINNING, containing 1.00 acre,  
more or less.**

**TRACT K-1-III PARCEL #5  
DAVY CROCKETT NATIONAL FOREST  
HOUSTON COUNTY, TEXAS  
1,387.95 ACRES**

**All that certain tract or parcel of land lying and being in Houston County, Texas, embracing in whole or in part the following patented Surveys: John S. Carlton, A-272, dated December 20, 1859; Elisha Arnold, A-114, dated January 29, 1857; B.B.B. & C.R.R. Co., A-220, dated July 28, 1873; I. & G.N.R.R. Co. No. 56, A-628, dated October 31, 1877; I. & G.N.R.R. Co. No. 17, A-588, dated October 31, 1877; Rufus Arnold, A-118, dated May 12, 1860; Meredith Lynch, A-693, dated October 13, 1859, identified herein as Tract K-1-III Parcel #5. Tract K-1-III Parcel #5 contains approximately 1,387.95 acres, more or less, and is described as follows for mineral leasing purposes. Tract K-1-III was acquired from Houston County Timber Company by deed dated July 1, 1935 and recorded in Volume 172, Page 1, et seq., Deed Records, Houston County, Texas. It is not the intent of this description of Tract K-1-III Parcel #5 to include any lands within adjacent issued Bureau of Land Management (BLM) leases or lease offerings.**

**BEGINNING at corner 1 of USFS Tract K-1-III, identical with the beginning corner of the B.B.B. & C.R.R. Co. Survey, A-220, and the John M. Smith Survey, A-934, a Forest Service standard concrete post marked K-335;**

**THENCE N 89° 30' W, common to the B.B.B. & C.R.R. Co. Survey, A-220, and John M. Smith Survey, A-934, 31.70 chains to corner 2 of Tract K-1-III, the twelfth corner of the B.B.B. & C.R.R. Co. Survey A-220, and the second corner of the John M. Smith Survey, A-934;**

**THENCE S 00° 15' E, common to the B.B.B. & C.R.R. Co. A-220 and John M. Smith A-934 Surveys, 11.50 chains to corner 3 of Tract K-1-III, the eleventh corner of the B.B.B. & C.R.R. Co. Survey A-220, and the beginning corner of the John M. Smith Survey, A-1016;**

**THENCE West, in part with the boundary of F. S. Tract K-2z, common to the B.B.B. & C.R.R. Co. A-220 and John M. Smith A-1016 Surveys, at 13.90 chains corner 3 of F.S. Tract K-2z. At 40.50 chains corner 4 of Tract K-1-III, common to corner 2 of Tract K-2z, the tenth corner of the B.B.B. & C.R.R. Co. Survey A-220, and the second corner of the John M. Smith Survey, A-1016;**

**THENCE S 00° 15' E, with F. S. Tract K-2z, common to the B.B.B. & C.R.R. Co. A-220 and John M. Smith A-1016 Surveys, 17.90 chains to corner 5 of Tract K-1-III, the ninth corner of the B.B.B. & C.R.R. Co. Survey A-220, and the eighth corner of**

the B.B.B. & C.R.R. Co. Survey A-219, having a calculated bearing and distance of S 04° 04' 57" E, 18.35 chains for closure only;

THENCE S 89° 45' W, common to the B.B.B. & C.R.R. Co. A-220 and B.B.B. & C.R.R. Co. Survey A-219, 26.80 chains to corner 6 of Tract K-1-III, the beginning corner of the John S. Carlton Survey A-272, and the seventh corner of the B.B.B. & C.R.R. Co. Survey A-219;

THENCE S 00° 45' W, common to the John S. Carlton Survey A-272 and B.B.B. & C.R.R. Co. A-219 Surveys, 40.70 chains to corner 7 of Tract K-1-III, the second corner of the John S. Carlton Survey A-272, and the sixth corner of the B.B.B. & C.R.R. Co. Survey A-219;

THENCE N 89° 30' W, common to the John S. Carlton Survey and the B. B.B. & C.R.R. Survey, A-219, a calculated distance of 25.13 chains to a point for corner of Tract K-1-III Parcel #5, common to the southeast corner of lease offer Tract K-1-III Parcel #1, currently leased under BLM Lease NM-106930;

THENCE North across Tract K-1-III, within the John Carlton Survey, A-272, B.B.B. & C.R.R. Survey, A-220, the Rufus Arnold Survey, A-118, the I. & G.N.R.R. Co. Survey No. 17, A-588, and the Meredith Lynch Survey, A-693, and having a calculated bearing and distance of N 00° 00' 17" W, 221.21 chains to a point for corner for Tract K-1-III Parcel #5, on line between corners 106 and 107 of Tract K-1-III. Said line is also common to the east line of Tract K-1-III Parcel #1, which is leased under BLM lease NM-106930, effective 9/1/2001;

THENCE S 84° 45' E, common to the north line of the Meredith Lynch Survey, a calculated distance of 28.90 chains to corner 107 of Tract K-1-III, the fifth corner of the Meredith Lynch Survey and the seventh corner of the I. & G.N.R.R. Co. Survey No. 17;

THENCE S 77° 30' E, in part within the I. & G.N.R.R. Co. Survey No. 17 Survey and in part within the I. & G.N.R.R. Co. Survey No. 56 Survey, A-628, 61.10 chains to corner 108 of Tract K-1-III, a F.S. standard concrete post marked K-380;

THENCE S 30° 15' W, common to the I. & G.N.R.R. Co. Survey No. 56 and the William E. Long Survey, A-680, 6.00 chains to corner 109 of Tract K-1-III, the fourth corner of the I. & G.N.R.R. Co. Survey No. 56 and the third corner of William E. Long Survey;

THENCE S 60° 00' E, common to the I. & G.N.R.R. Co. Survey No. 56 and the William E. Long Survey, A-680, 20.10 chains to corner 110 of Tract K-1-III, the fifth corner of the I. & G.N.R.R. Co. Survey No. 56 and the third corner of John Wallace

Survey, A-1076;

**THENCE S 30° 00' W, common to the I. & G.N.R.R. Co. Survey No. 56 and the John Wallace Survey, 29.70 chains to corner 111 of Tract K-1-III;**

**THENCE N 75° 30' W, within the I. & G.N.R.R. Co. Survey No. 56, 2.20 chains to corner 112 of Tract K-1-III;**

**THENCE N 10° 30' E, within the I. & G.N.R.R. Co. Survey No. 56, 17.10 chains to corner 113 of Tract K-1-III;**

**THENCE N 79° 30' W, within the I. & G.N.R.R. Co. Survey No. 56, 49.40 chains to corner 114 of Tract K-1-III;**

**THENCE S 01° 00' W, common to the I. & G.N.R.R. Co. Survey Nos. 56 and 17, 29.80 chains to corner 115 of Tract K-1-III, the eleventh corner of the I. & G.N.R.R. Co. Survey No. 56 and the tenth corner of the I. & G.N.R.R. Co. Survey No. 17;**

**THENCE N 80° 30' W, common to the I. & G.N.R.R. Co. Survey Nos. 56 and 17, 1.40 chains to corner 116 of Tract K-1-III, the beginning corner of the Rufus Arnold Survey, A-118, and the tenth corner of the I. & G.N.R.R. Co. Survey No. 56;**

**THENCE S 10° 00' W, common to the Rufus Arnold Survey and in part to the I. & G.N.R.R. Co. Survey No. 56 and the M. Lynch & G. W. Blakey Survey, A-694, 40.40 chains to corner 117 of Tract K-1-III, the second corner of the Rufus Arnold Survey and the third corner of the M. Lynch & G. W. Blakey Survey, a F.S. standard concrete post marked K-340;**

**THENCE N 79° 30' W, common to the Rufus Arnold and M. Lynch & G. W. Blakey Surveys, 8.50 chains to corner 118 of Tract K-1-III, the sixth corner of the B.B.B. & C.R.R. Co. Survey, A-220 and the fourth corner of the M. Lynch & G. W. Blakey Survey, a F.S. standard concrete post marked K-340;**

**THENCE S 10° 30' W, common to the B.B.B. & C.R.R. Co. Survey, A-220 and M. Lynch & G. W. Blakey Survey, 16.00 chains to corner 119 of Tract K-1-III, the fifth corner of the B.B.B. & C.R.R. Co. Survey, A-220 and the fifth corner of the M. Lynch & G. W. Blakey Survey;**

**THENCE S 79° 30' E, common to the B.B.B. & C.R.R. Co. Survey, A-220 and in part to the M. Lynch & G. W. Blakey Survey and the Elisha Arnold Survey, A-114. At 25.20 chains the sixth corner of the M. Lynch & G. W. Blakey Survey and the second corner of the Elisha Arnold Survey. At 57.00 chains corner 120 of Tract K-1-III;**

**THENCE N 10° 15' E, within the Elisha Arnold Survey, 39.40 chains to corner 121 of Tract K-1-III;**

**THENCE S 78° 45' E, within the Elisha Arnold Survey, 25.00 chains to corner 122 of Tract K-1-III;**

**THENCE N 07° 45' E, common to the B.B.B. & C.R.R. Co. Survey, A-220 and the Elisha Arnold Survey, 1.30 chains to corner 123 of Tract K-1-III, the third corner of the B.B.B. & C.R.R. Co. Survey, and the second corner of the B. F. Richardson Survey, A-1369;**

**THENCE S 89° 15' E, common to the B.B.B. & C.R.R. Co. Survey A-220 and the B. F. Richardson Survey, 17.50 chains to corner 124 of Tract K-1-III, the second corner of the B.B.B. & C.R.R. Co. Survey A-220, and the beginning corner of the David Childers Survey, A-263;**

**THENCE S 02° 00' W, common to the B.B.B. & C.R.R. Co. Survey and the David Childers Survey, 61.70 chains to the PLACE OF BEGINNING, containing 1,387.95 acres, more or less, for Tract K-1-III Parcel #5.**

**DESCRIPTION FOR MINERAL LEASING  
OF TRACT K-1b-II PARCEL #3  
CALLED 967.52 ACRES  
DAVY CROCKETT NATIONAL FOREST  
HOUSTON COUNTY, TEXAS**

All that certain tract or parcel of land lying and being in Houston County, Texas, embracing in part the Pedro Elias Bean Survey, A-6, dated October 20, 1835, and being identified for mineral leasing purposes as Tract K-1b-II Parcel #3. Tract K-1b-II Parcel #3 contains a called 967.52 acres described as follows for mineral leasing purposes only. Parent Tract K-1b-II was acquired from Houston County Timber Company by deed dated July 1, 1935 and recorded in Volume 172, Page 1 et seq., Deed Records, Houston County, Texas. It is not the intent of this description of Tract K-1b-II Parcel #3 to include any lands within adjacent issued Bureau of Land Management (BLM) leases or lease offerings.

**BEGINNING** at corner 1 of Tract K-1b-II, the beginning corner of the Maria Francisco Perez Survey, A-64;

**THENCE** N 23° 00' E, common to the Leonard Williams Survey, A-94, and the Pedro Elias Bean Survey. At 84.80 chains the centerline of an old tram road. At 106.50 chains corner 2 of Tract K-1b-II, perpetuated as the beginning corner of the Pedro Elias Bean Survey and the beginning corner of the Leonard Williams Survey, a stake near the mouth of a drainage ditch on the right bank of the Neches River;

**THENCE** in a general southeasterly direction, down and with the meanders of the right bank of the Neches River, 148.00 chains to Corner 3 of Tract K-1b-II, the second corner of the Pedro Elias Bean Survey, a stake set on the right bank of the Neches River, having a calculated chord bearing and distance for closure of S 51° 04' 59" E, 109.98 chains;

**THENCE** S 22° 30' W, common to the easterly line of the Pedro Elias Bean Survey, 75.70 chains to corner 4 of Tract K-1b-II, the intersection of the second call of the Pedro Elias Bean Survey with the first call of the Maria Francisco Perez Survey, A-64;

**THENCE** a calculated bearing and distance of N 67° 20' 41" W, common to the Pedro Elias Bean and Maria Francisco Perez Surveys, 106.43 chains across Tract K-1b-II to the PLACE OF BEGINNING, and being called 967.52 acres, more or less.



**DESCRIPTION FOR MINERAL LEASING  
OF TRACT K-1f  
54.00 ACRES  
DAVY CROCKETT NATIONAL FOREST  
HOUSTON COUNTY, TEXAS**

All that certain tract or parcel of land lying and being in Houston County, Texas, embracing a part of the I. & G.N.R.R. Co. Survey No. 18, A-589, dated October 18, 1877, and being identified for mineral leasing purposes as Tract K-1f. Tract K-1f contains 54.00 acres and is described as follows for mineral leasing purposes only. Tract K-1f was acquired from Houston County Timber Company by deed dated September 24, 1935 and recorded in Volume 171 Page 442, Deed Records, Houston County, Texas. It is not the intent of this description of Tract K-1f to include any lands within adjacent issued Bureau of Land Management (BLM) leases or lease offerings.

**BEGINNING** at corner 1 of Forest Service Tract K-1f, identical with the eight corner of the I. & G.N.R.R. Co. Survey No. 18 and the second corner of the Heirs of James Pervis Survey, A-833, a Forest Service standard concrete post marked K-314;

**THENCE** N 80° 45' W, common to the I. & G.N.R.R. Co. Survey No. 18 and the Heirs of James Pervis Survey, 38.70 chains to corner 2 of Tract K-1f, the ninth corner of the I. & G.N.R.R. Co. Survey No. 18 and the third corner of the Heirs of James Pervis Survey;

**THENCE** N 10° 15' E, common to the I. & G.N.R.R. Co. Survey No. 18 and the Howel P. Davis Survey, A-329, 17.70 chains to corner 3 of Tract K-1f, the tenth corner of the I. & G.N.R.R. Co. Survey No. 18, the second corner of the Howel P. Davis Survey, and the beginning corner of the M. D. Steed Survey, A-1121;

**THENCE** S 79° 30' E, common to the I. & G.N.R.R. Co. Survey No. 18 and the M. D. Steed Survey, 16.40 chains to corner 4 of Tract K-1f, the eleventh corner of the I. & G.N.R.R. Co. Survey No. 18 and the second corner of the M. D. Steed Survey, as located, on the northwest line of the Lewis Reeves Survey, A-870;

**THENCE** S 31° 00' W, common to the I. & G.N.R.R. Co. Survey No. 18 and the Lewis Reeves Survey, 1.90 chains to corner 5 of Tract K-1f, the sixth corner of the I. & G.N.R.R. Co. Survey No. 18 and the beginning corner of the Lewis Reeves Survey;

**THENCE S 59° 45' E, common to the I. & G.N.R.R. Co. Survey No. 18 and the Lewis Reeves Survey, 27.00 chains to corner 6 of Tract K-1f, the seventh corner of the I. & G.N.R.R. Co. Survey No. 18 and the beginning corner of the William E. Millen Survey, A-751;**

**THENCE S 30° 30' W, common to the I. & G.N.R.R. Co. Survey No. 18 and the William E. Millen Survey, 6.40 chains to the PLACE OF BEGINNING, containing 54.00 acres, more or less.**

**DESCRIPTION FOR MINERAL LEASING  
OF TRACT K-1m  
125.00 ACRES  
DAVY CROCKETT NATIONAL FOREST  
HOUSTON COUNTY, TEXAS**

All that certain tract or parcel of land lying and being in Houston County, Texas, embracing the A. MacTavish Survey, A-1290, dated October 27, 1902, and being identified for mineral leasing purposes as Tract K-1m. Tract K-1m contains 125.00 acres and is described as follows for mineral leasing purposes only. Tract K-1m was acquired from Houston County Timber Company by deed dated September 24, 1935 and recorded in Volume 171 Page 442, Deed Records, Houston County, Texas. It is not the intent of this description of Tract K-1m to include any lands within adjacent issued Bureau of Land Management (BLM) leases or lease offerings.

**BEGINNING** at corner 1 of Forest Service Tract K-1m, identical with corner 3 of Forest Service Tract K-1m-I, the fourteenth corner of the Jane A. Thompson Survey, A-1029. From this corner, corner 2 of F.S. Tract K-1m-I and the south or southwest corner of the Henry A. Armstrong Survey, A-136, bears N 61° 15' E, 8.42 chains distant;

**THENCE** N 27° 15' W, with F.S. Tract K-1m-I, 29.20 chains to corner 2 of Tract K-1m, common to corner 4 of Tract K-1m-I, a stake in an old road on the south line of the Francis B. Conner Survey, A-24. From this corner, the beginning corner of Tract K-1m-I and the beginning corner of the Henry A. Armstrong Survey, A-136, bears N 61° 30' E, 7.45 chains distant;

**THENCE** S 61° 30' W, common to the A. MacTavish and Francis B. Conner Surveys, at 8.14 chains the centerline of the Kennard-Tadmire road. At 21.90 chains corner 3 of Tract K-1m, the third corner of the A. MacTavish Survey and the third corner of the Sion Prichard Survey, A-848;

**THENCE** South, common to the A. MacTavish and Sion Prichard Surveys, 15.30 chains to corner 4 of Tract K-1m, the fourth corner of the A. MacTavish Survey and the second corner of the Green Patton Survey, A-1120, on the east line of the Sion Prichard Survey;

**THENCE** S 89° 45' E, common to the A. MacTavish and Green Patton Surveys, 17.30 chains to corner 5 of Tract K-1m, the fifth corner of the A. MacTavish Survey and the third corner of the Green Patton Survey, a F.S. standard concrete post marked K-171;

**THENCE S 00° 45' E, common to the A. MacTavish and Green Patton Surveys, 45.50 chains to corner 6 of Tract K-1m, the sixth corner of the A. MacTavish Survey, a stake at the intersection of the third call of the Green Patton Survey, with the third call of the J. F. Hodges Survey, A-1183;**

**THENCE East, common to the A. MacTavish and J. F. Hodges Surveys, 15.00 chains to corner 7 of Tract K-1m, the seventh corner of the A. MacTavish Survey and the fifteenth corner of the Jane A. Thompson Survey;**

**THENCE North, common to the A. MacTavish and Jane A. Thompson Surveys. At 40.50 chains the centerline of the Kennard-Tadmire road. At 45.50 chains the PLACE OF BEGINNING, containing 125.00 acres, more or less.**

**DESCRIPTION FOR MINERAL LEASING  
OF TRACT K-1m-I  
23.00 ACRES  
DAVY CROCKETT NATIONAL FOREST  
HOUSTON COUNTY, TEXAS**

**All that certain tract or parcel of land lying and being in Houston County, Texas, embracing the A. MacTavish Survey, A-1290, dated October 27, 1902, and being identified for mineral leasing purposes as Tract K-1m-I. Tract K-1m-I contains 23.00 acres and is described as follows for mineral leasing purposes only. Tract K-1m-I was acquired from Houston County Timber Company by deed dated September 24, 1935 and recorded in Volume 171 Page 442, Deed Records, Houston County, Texas. It is not the intent of this description of Tract K-1m-I to include any lands within adjacent issued Bureau of Land Management (BLM) leases or lease offerings.**

**BEGINNING at corner 1 of Forest Service Tract K-1m-I, identical with the beginning corner of the Henry A. Armstrong Survey, A-136, on the south line of the Francis B. Conner Survey, A-24;**

**THENCE S 29° 30' E, common to the Henry A. Armstrong Survey, 29.20 chains to corner 2 of Tract K-1m-I, the second corner of the Henry A. Armstrong Survey;**

**THENCE S 61° 15' W, common to the Jane A. Thompson Survey, A-1029, 8.42 chains to corner 3 of Tract K-1m-I, common to the beginning corner of Tract K-1m and the fourteenth corner of the Jane A. Thompson Survey;**

**THENCE N 27° 15' W, with Tract K-1m, 29.20 chains to corner 4 of Tract K-1m-I, common to corner 2 of Tract K-1m, a stake in an old abandoned road, on the south line of the Francis B. Conner Survey;**

**THENCE N 61° 30' E, common to the Francis B. Conner Survey, 7.45 chains to the PLACE OF BEGINNING, containing 23.00 acres, more or less.**

**DESCRIPTION FOR MINERAL LEASING  
OF TRACT K-1o  
29.00 ACRES  
DAVY CROCKETT NATIONAL FOREST  
HOUSTON COUNTY, TEXAS**

All that certain tract or parcel of land lying and being in Houston County, Texas, embracing a part of the Nancy Coons Survey, A-273, dated October 10, 1839, and being identified for mineral leasing purposes as Tract K-1o. Tract K-1o contains 29.00 acres and is described as follows for mineral leasing purposes only. Tract K-1o was acquired from Houston County Timber Company by deed dated September 24, 1935 and recorded in Volume 171 Page 442, Deed Records, Houston County, Texas. It is not the intent of this description of Tract K-1o to include any lands within adjacent issued Bureau of Land Management (BLM) leases or lease offerings.

**BEGINNING** at corner 1 of Forest Service Tract K-1o, identical with the third corner of the Nancy Coons Survey and the sixth corner of the W. B. Hooks Survey, A-1279;

**THENCE S 89° 15' E**, common to the Nancy Coons and W. B. Hooks Surveys, 17.30 chains to corner 2 of Tract K-1o, a F.S. standard concrete post marked K-11;

**THENCE S 03° 15' W**, within the Nancy Coons Survey, 7.00 chains to corner 3 of Tract K-1o, in the bed of a small branch;

**THENCE** in a southerly direction, up and with the meanders of said branch, 10.30 chains to corner 4 of Tract K-1o, a point in the center of said branch;

**THENCE S 89° 15' W**, within the Nancy Coons Survey. At 0.10 chain a stake on the left bank of said branch witnessed by old bearing trees. From this point, corner 67 of Forest Service Tract K-1-III, the third corner of the Thomas Vaughn Survey, A-1054, and the beginning corner of the Joseph T. Goodwin Survey, A-458, bears N 83° 00' E 10.90 chains distant. At 19.00 chains corner 5 of Tract K-1o;

**THENCE N 00° 15' E**, common to the Nancy Coons Survey and in part to the Malinda Jones Survey, A-1152, and the George W. Julien Survey, A-640, 16.90 chains to the PLACE OF BEGINNING, containing 29.00 acres, more or less.

**DESCRIPTION FOR MINERAL LEASING  
OF TRACT K-1p  
41.00 ACRES  
DAVY CROCKETT NATIONAL FOREST  
HOUSTON COUNTY, TEXAS**

All that certain tract or parcel of land lying and being in Houston County, Texas, embracing a part of the James M. Teague patented Survey, A-1036, dated February 21, 1851, and being identified for mineral leasing purposes as Tract K-1p. Tract K-1p contains 41.00 acres and is described as follows for mineral leasing purposes only. Tract K-1p was acquired from Houston County Timber Company by deed dated September 24, 1935 and recorded in Volume 171 Page 442, Deed Records, Houston County, Texas. It is not the intent of this description of Tract K-1p to include any lands within adjacent issued Bureau of Land Management (BLM) leases or lease offerings.

**BEGINNING** at corner 1 of Forest Service Tract K-1p, on the division line between the James M. Teague Survey and the Wm. McLain Goodwin Survey, A-432, a Forest Service standard concrete post marked K-20 set in the old Crockett and Kennard road. From this corner, the fourth corner of the James M. Teague Survey and the beginning corner of the James L. Richards Survey, A-881, bears south, 8.80 chains distant;

**THENCE** N 01° 00' W, common to the James M. Teague and Wm. McLain Goodwin Surveys, 23.50 chains to corner 2 of Tract K-1p;

**THENCE** two lines within the James M. Teague Survey:

    N 89° 30' E, 21.10 chains to corner 3 of Tract K-1p;  
    S 00° 30' W, 13.80 chains to corner 4 of Tract K-1p, an iron pipe in said old road. From this corner, corner 63 of F.S. Tract K-1-III bears S 89° 30' E, 19.80 chains distant.

**THENCE** with the meanders of said old road, within the James M. Teague Survey, the following four courses: S 52° 30' W, 5.42 chains; S 65° 30' W, 2.99 chains; S 69° 30' W, 12.38 chains; S 61° 00' W, 2.39 chains to the **PLACE OF BEGINNING**, containing 41.00 acres, more or less.

**DESCRIPTION FOR MINERAL LEASING  
OF TRACT K-1q  
89.00 ACRES  
DAVY CROCKETT NATIONAL FOREST  
HOUSTON COUNTY, TEXAS**

All that certain tract or parcel of land lying and being in Houston County, Texas, lying wholly within the R. S. Patton patented Survey, A-805, dated December 20, 1847, and being identified for mineral leasing purposes as Tract K-1q. Tract K-1q contains 89.00 acres and is described as follows for mineral leasing purposes only. Tract K-1q was acquired from Houston County Timber Company by deed dated July 1, 1935 and recorded in Volume 172 Page 1, Deed Records Houston County, Texas. It is not the intent of this description of Tract K-1q to include any lands within adjacent issued Bureau of Land Management (BLM) leases or lease offerings.

**BEGINNING** at corner 1 of Forest Service Tract K-1q, within the R. S. Patton Survey. From this corner the fourth corner of the Maria J. Sanchez Survey, dated August 15, 1835, bears N 43° 30' W. 49.00 chains distant;

**THENCE** S 07° 30' E, within the R. S. Patton Survey, 18.40 chains to corner 2 of Tract K-1q;

**THENCE** S 10° 30' E, within the R. S. Patton Survey, 25.50 chains to corner 3 of Tract K-1q, a marked tree for corner on the left bank of Hickory Creek;

**THENCE** westerly, up and with the meanders of Hickory Creek, within the R. S. Patton Survey, 72.00 chains to corner 4 of Tract K-1q, a stake on the left bank of Hickory Creek;

**THENCE** N 01° 30' W, common to the R. S. Patton Survey and the Francis B. Conner Survey, A-24, 27.90 chains to corner 5 of Tract K-1q;

**THENCE** N 59° 00' E, within the R. S. Patton Survey, 28.70 chains to the **PLACE OF BEGINNING**, containing 89.00 acres, more or less,



**DESCRIPTION FOR MINERAL LEASING  
OF TRACT K-1u  
63.00 ACRES  
DAVY CROCKETT NATIONAL FOREST  
HOUSTON COUNTY, TEXAS**

All that certain tract or parcel of land lying and being in Houston County, Texas, lying wholly within the James McDaniel patented Survey, A-51, dated October 6, 1835, and being identified for mineral leasing purposes as Tract K-1u. Tract K-1u contains 63.00 acres and is described as follows for mineral leasing purposes only. Tract K-1u was acquired from Houston County Timber Company by deed dated September 24, 1935 and recorded in Volume 171 Page 442, Deed Records, Houston County, Texas. It is not the intent of this description of Tract K-1u to include any lands within adjacent issued Bureau of Land Management (BLM) leases or lease offerings.

**BEGINNING** at corner 1 of Forest Service Tract K-1u, identical with the fourth corner of the Abb Luce Jr. Survey, A-1280, at the intersection of a southeasterly line of the James McDaniel Survey with the northeasterly line of the Benj. Easley Survey, A-378;

**THENCE** N 61° 00' W, common to a line of the Benj. Easley Survey and within the James McDaniel Survey, 18.50 chains to corner 2 of Tract K-1u;

**THENCE** N 30° 00' E, within the James McDaniel Survey, 20.50 chains to corner 3 of Tract K-1u, a stake on the southerly line of the L. R. Anderson Survey, S.F. No. 12333. From this corner, the second corner of the L. R. Anderson Survey bears West, 2.80 chains distant;

**THENCE** N 89° 45' E, with F.S. Tract K-1u-I, common to the L. R. Anderson Survey and within the James McDaniel Survey, 32.60 chains to corner 4 of Tract K-1u, a stake in the southeasterly line of the James McDaniel Survey. From this corner, the third corner of the L. R. Anderson Survey bears East, 0.25 chain distant;

**THENCE** S 44° 30' W, common to the Abb Luce, Jr. and James McDaniel Surveys, 38.00 chains to the **PLACE OF BEGINNING**, containing 63.00 acres, more or less.

**DESCRIPTION FOR MINERAL LEASING  
OF TRACT K-1u-l  
17.00 ACRES  
DAVY CROCKETT NATIONAL FOREST  
HOUSTON COUNTY, TEXAS**

All that certain tract or parcel of land lying and being in Houston County, Texas, identified as the L. R. Anderson Survey, S.F. 12333, surveyed May 12, 1920, and being identified for mineral leasing purposes as Tract K-1u-l. Tract K-1u-l contains 17.00 acres and is described as follows for mineral leasing purposes only. Tract K-1u-l was acquired from Houston County Timber Company by deed dated September 24, 1935 and recorded in Volume 171 Page 442, Deed Records, Houston County, Texas. It is not the intent of this description of Tract K-1u-l to include any lands within adjacent issued Bureau of Land Management (BLM) leases or lease offerings.

**BEGINNING** at corner 1 of Forest Service Tract K-1u-l, common to corner 4 of Forest Service Tract K-1u, a stake in the southeasterly line of the James McDaniel Survey, A-51, the northwesterly line of the Abb Luce, Jr. Survey, A-1280, and the southerly line of the L. R. Anderson Survey. From this corner, the third corner of the L. R. Anderson Survey bears East, 0.25 chain distant;

**THENCE** S 89° 45' W, with F.S. Tract K-1u, common to a line of the L. R. Anderson Survey and within the James McDaniel Survey, 32.60 chains to corner 2 of Tract K-1u-l, common to corner 3 of Tract K-1u, a stake on the southerly line of the L. R. Anderson Survey;

**THENCE** N 30° 00' E, within the L. R. Anderson Survey, 6.00 chains to corner 3 of Tract K-1u-l;

**THENCE** N 89° 45' E, common to the James McDaniel Survey and within the L. R. Anderson Survey, 34.50 chains to corner 4 of Tract K-1u-l, the second corner of the James McDaniel Survey. From this corner, the third corner of the Abb Luce, Jr. Survey bears N 44° 30' E, 1.20 chains distant;

**THENCE** S 44° 30' W, common to the Abb Luce, Jr. and James McDaniel Surveys, within the L. R. Anderson Survey, 7.10 chains to the **PLACE OF BEGINNING**, containing 17.00 acres, more or less.

**AGRICULTURE RESEARCH SERVICE**  
**SPECIAL STIPULATION**

The undersigned lessee accepts the following terms and conditions and agrees to their incorporation in the above numbered oil and gas lease:

1. The lands are not to be entered at any time for the purpose of exploring for oil and gas without the written approval of the Superintendent, Southern Plains Range Research Station, Agricultural Research Service. If approval is granted, the Special Stipulations ARS-2 will be in effect.
2. The lands are not to be directionally drilled or slant-well drilled at any time, unless approved in writing by Station Superintendent.
3. The oil and gas lease is issued solely for the purpose of unitizing or communitizing the acreage embraced in this lease with other adjoining acreage.
4. The location of surface-disturbing activities will be finally determined only upon the approval of the Superintendent, Southern Plains Range Research Station, Agricultural Research Service.

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

**SPECIAL STIPULATIONS FOR LANDS UNDER JURISDICTION  
OF  
THE AGRICULTURE RESEARCH SERVICE  
UNITED STATES DEPARTMENT OF AGRICULTURE**

The lands embraced in this lease for oil and gas issued under the Mineral Leasing Act for Acquired Lands of August 7, 1947, (61 Stat. 913; 30 U.S.C. 351-359) being under the jurisdiction of the Secretary of Agriculture, the lessee hereby agrees to accept the following terms and conditions, and to have them incorporated into the lease:

The authorized representative of the Secretary of Agriculture is the Superintendent, Southern Plains Range Research Station, Agricultural Research Service, Woodward, Oklahoma, (hereinafter referred to as "Superintendent") to whom all matter relating to this stipulation will be addressed.

Oil and gas operations on the leased lands will be conducted with due regard for good land management so as to create a minimum disturbance to the surface vegetation and to the experimental research of the Agricultural Research Service (ARS). A cooperative and mutual effort will be exercised by both parties in the solution of any and all operational problems.

Each well location on the leased lands will be staked in joint agreement between the lessee and the Superintendent.

The Superintendent will agree to a well location within fifteen (15) days from the date he receives a notice of lessee's intention to drill. If the location site in Section 33 as determined by the drilling and spacing pattern allowed by the Corporation Commission of the State of Oklahoma does not meet with the approval of the Superintendent, the lessee will use diligent efforts to obtain an exception by said Commission.

Routes of ingress and egress to well sites, including maintenance thereon, will be specified by the Superintendent, without undue burden to normal requirements of the lessee. Such routes will be posted, and no deviation therefrom will be permitted except in an emergency.

**Any fence crossed by a route of ingress and egress to a well location will have a temporary cattle-guard and the fence properly braced on both sides; all construction to be at the expense of the lessee and in accordance with specifications to be furnished by the Superintendent.**

**The area of all operations for drilling and production will be fenced in the manner specified by the Superintendent so as to prevent grazing livestock from entering thereon. The area of any drill site will be a minimum consistent with the standard well drilling practice of the oil and gas industry, but in no case to exceed three (3) acres without written approval of the Superintendent.**

**If a second or alternative drill site in any section, is required because of unforeseen surface or subsurface difficulties, the Superintendent will immediately designate an adjoining area for such use. The lessee will restore the surface of the first site to its former condition, so far as reasonably possible.**

**Pipelines will be constructed along routes specified by the Superintendent, with both minimum of interference to the experimental research of ARS and inconvenience to the lessee being given full consideration. All pipelines, however, will be buried a minimum of eighteen (18) inches below the surface of the ground, unless otherwise agreed to in writing by the Superintendent.**

**For drilling operations, metal reservoirs or drilling pits will be used, if available without undue burden to lessee, instead of cutting pits into the ground. If drilling pits are dug, as soon as possible after conclusion of drilling operations, the drilling mud and foreign matter will be removed from said pits and the pits will be filled. The superintendent agrees to provide an area where said mud, sludge, etc., may be deposited.**

**Water required for drilling operations on any well will not be taken from wells located on the leased lands unless approved in writing by the Superintendent.**

**The lessee, its agents, employees, contractors, subcontractors, and employees of contractors and subcontractors, when on the leased lands shall exercise extraordinary precaution to prevent and suppress any and all range fires. Any fire caused by the lessee, its agents, employees, contractors, subcontractors, or employees of such contractors or subcontractor, which burns the major part of one experimental pasture, or parts of two or more experimental pastures, will require controlled burning of all other pastures in the same unit of which these pastures are an integral part, so that ARS experiments on the whole unit will be treated uniformly. All costs of such controlled burning will be borne by the lessee and in accordance with written instructions of the Superintendent.**

Unless prevented by circumstances over which he has no control, the lessee will place his employees, contractors, subcontractors, and employees of contractors and subcontractors employed on the leased land at the disposal of any authorized officer of the Department of Agriculture for the purpose of fighting brush or grass fires on or originating on the leased lands or on adjacent areas or caused by the negligence of the lessee or his employees, contractors, subcontractors and employees of contractors and subcontractors, with the understanding that payment for such services will be made at rates to be determined by the authorized representative of the Secretary of Agriculture, which rates will not be less than the current rates of pay prevailing in the vicinity for services of a similar character: Provided, that if the lessee, his employees, contractors, subcontractors, or employees of contractors or subcontractors caused or could have prevented the origin or spread of said fire, or fires, no payment will be made for service so rendered.

During periods of serious fire danger to brush or grass, as may be specified by the Superintendent, the lessee will prohibit smoking and the building of camp and lunch fires by his employees, contractors, subcontractors, and employees of contractors or subcontractors within the lease area except at established camps, and will enforce this prohibition by all means within his power: Provided, that the Superintendent may designate safe places where after all inflammable material has been cleared away, at the option of the lessee, smoking may be permitted.

The lessee will not burn rubbish, trash or other inflammable materials except with the consent of the Superintendent and will not use explosives in such a manner as to scatter inflammable materials on the surface of the land during the brush or grass fire season, except as authorized to do so or on areas approved by such representative.

The lessee will be responsible for payment of a just and reasonable sum for death or injury to any Government-owned or Government supervised livestock properly grazing on the leased lands, where such death or injury is attributable to the negligence of the lessee, its agents, employees, contractors, subcontractors, or employees of such contractors or subcontractors.

Unless otherwise authorized, prior to the beginning of operations upon the leased lands, lessee will appoint and maintain at all times during the term of this lease a local agent upon whom may be served written orders and notices respecting matters contained in this stipulation, and to inform the Superintendent, in writing, of the name and address of such agent. If a substitute agent is appointed, the lessee will immediately so inform the Superintendent.

**U. S. ARMY COE**  
**SPECIAL STIPULATIONS 1-A**  
**FORT SUPPLY LAKE**

1. This is a no surface occupancy lease.
2. All oil and gas drilling and production operations shall be under the supervision of the District Manager, Bureau of Land Management (BLM), in accordance with 43 Code of Federal Regulations 3160.
3. The Secretary of the Army or designee reserves the right to require cessation of operations if a national emergency arises or if the Army needs the leased property for a mission incompatible with lease operations. On approval from higher authority, the District Engineer will give notice of the required suspension. The lessee agrees to this condition and waives compensation for its exercise.
4. If the District Engineer or his authorized representative discovers an imminent danger to safety or security which allows no time to consult the BLM, that person may order such activities stopped immediately. The District Manager, BLM, will be notified immediately, will review the order, and will determine the need for further remedial action.
5. Lessee liability for damage to improvements shall include improvements of the Department of Defense. Lessee shall be liable for pollution and other damages, as a result of their operations, to Government-owned land and property and to the property of the Government's authorized surface user.
6. Before beginning to drill, the lessee must consult with third parties authorized to use real estate in the lease area and must consider programs for which third parties have contractual responsibility.
7. A license to conduct geophysical test on the leased area must be obtained separately from the District Engineer.
8. That all rights under this lease are subordinate to the rights of the United States to flood and submerge the lands, permanently or intermittently, in connection with the operation and maintenance of the above-named project.

9. That the United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the use and occupation of the said premises, or for damages to the property of the lessee, or for injuries to the person of the lessee's officers, agents, servants, or employees, or others who may be on said premises at their invitation or the invitation of any one of them arising from or incident to the flooding of the said premises by the Government or flooding from any other cause, or arising from or incident to any other Governmental activities; and the lessee shall hold the United States harmless from any and all such claims.

10. That the work performed by the lessee on the lands shall be under the general supervision of the District Engineer, Corps of Engineers in direct charge of the project and subject to such conditions and regulations as may be prescribed by him, and the plans and locations for all structures, appurtenances thereto, and work on said lands shall be submitted to the said District Engineer for approval in advance of commencement of any work on said lands. The District Engineer shall have the right to enter on the premises, at any time, to inspect both the installation and operational activities of the lessee.

11. That no structure or appurtenance thereto shall be of a material or construction determined to create floatable debris.

12. That the construction and operation of said structures and appurtenances thereto shall be of such a nature as not to cause pollution of the soils and the waters of the project.

13. That the United States reserves the right to use the land jointly with the lessee in connection with the construction, operation, and maintenance of the Government project and to place improvements thereon or to remove materials therefrom, including sand and gravel and other construction material, as may be necessary in connection with such work, and the lessee shall not interfere in any manner with such work or do any act which may increase the cost of performing such work. If the cost of the work performed on land outside the property included in the lease is made more expensive by reason of improvements constructed on the leased property by the lessee, the lessee shall pay to the United States money in the amount, as estimated by the Chief of Engineers, sufficient to compensate for the additional expense involved.



14. All areas with 2,000 feet of any major structure, including but not limited to the dam, spillway, or embankment, are restricted areas. The lessee, his operators, agents, or employees shall not utilize the surface of restricted areas for any purpose. Drilling operations in, on, or under the restricted areas, including drilling outside of the restricted areas which would cause a bore hole to be under the restricted area, will not be permitted. The restricted areas are included in the lease for the sole purpose of becoming part of a drilling unit so that the United States will share in the royalty of the unit.

15. All existing or proposed public use areas, recreation areas, wildlife and waterfowl refuges, historical sites, and hiking and horseback trail areas may be leased for the sole purpose of becoming a part of a drilling unit. The lessee, his operators, agents, or employees will not use or enter upon the surface for any purpose. Directional drilling from non-public areas is permitted if not otherwise restricted.

16. All storage tanks and slush pits will be protected by dikes of sufficient capacity to protect the reservoir from pollution to flood pool elevation 2,028 feet for Fort Supply Lake, National Geodetic Vertical Datum.

17. It is the responsibility of the lessee to identify and be aware of areas where entry is prohibited. There will be no surface or subsurface entry within 2,000 feet of the dam structure. A portion of the lease includes the Public Use Area, therefore, stipulation is applicable. Stipulation also applies to portions of the lease area.

18. The operator will immediately stop work and advise the District Engineer or his authorized representative if contamination is found in the operating area.

**U. S. ARMY COE**  
**SPECIAL STIPULATIONS 1-A**  
**SARDIS LAKE**

1. This is a no surface occupancy lease.
2. All oil and gas drilling and production operations shall be under the supervision of the District Manager, Bureau of Land Management (BLM), in accordance with 43 Code of Federal Regulations 3160.
3. The Secretary of the Army or designee reserves the right to require cessation of operations if a national emergency arises or if the Army needs the leased property for a mission incompatible with lease operations. On approval from higher authority, the District Engineer will give notice of the required suspension. The lessee agrees to this condition and waives compensation for its exercise.
4. If the District Engineer or his authorized representative discovers an imminent danger to safety or security which allows no time to consult the BLM, that person may order such activities stopped immediately. The District Manager, BLM, will be notified immediately, will review the order, and will determine the need for further remedial action.
5. Lessee liability for damage to improvements shall include improvements of the Department of Defense. Lessee shall be liable for pollution and other damages, as a result of their operations, to Government-owned land and property and to the property of the Government's authorized surface user.
6. Before beginning to drill, the lessee must consult with third parties authorized to use real estate in the lease area and must consider programs for which third parties have contractual responsibility.
7. A license to conduct geophysical test on the leased area must be obtained separately from the District Engineer.
8. That all rights under this lease are subordinate to the rights of the United States to flood and submerge the lands, permanently or intermittently, in connection with the operation and maintenance of the above-named project.

9. That the United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the use and occupation of the said premises, or for damages to the property of the lessee, or for injuries to the person of the lessee's officers, agents, servants, or employees, or others who may be on said premises at their invitation or the invitation of any one of them arising from or incident to the flooding of the said premises by the Government or flooding from any other cause, or arising from or incident to any other governmental activities; and the lessee shall hold the United States harmless from any and all such claims.

10. That the work performed by the lessee on the lands shall be under the general supervision of the District Engineer, Corps of Engineers, in direct charge of the project, and subject to such conditions and regulations as may be prescribed by him, and the plans and locations for all structures, appurtenances thereto, and work on said lands shall be submitted to the said District Engineer for approval in advance of commencement of any work on said lands. The District Engineer shall have the right to enter on the premises, at any time, to inspect both the installation and operational activities of the lessee

11. That no structure or appurtenance thereto shall be of a material or construction determined to create floatable debris.

12. That the construction and operation of said structures and appurtenances thereto shall be of such a nature as not to cause pollution of the soils and the waters of the project.

13. That the United States reserves the right to use the land jointly with the lessee in connection with the construction, operation, and maintenance of the Government project and to place improvements thereon or to remove materials, therefrom, including sand and gravel and other construction material, as may be necessary in connection with such work, and the lessee shall not interfere in any manner with such work or do any act which may increase the cost of performing such work. If the cost of the work performed on land outside the property included in the lease is made more expensive by reason of improvements constructed on the leased property by the lessee, the lessee shall pay to the United States money in the amount, as estimated by the Chief of Engineers, sufficient to compensate for the additional expense involved.

14. All areas with 2,000 feet of any major structure, including but not limited to the dam, spillway, or embankment, are restricted areas. The lessee, his operators, agents, or employees shall not utilize the surface of restricted areas for any purpose. Drilling operations in, on, or under the restricted areas, including drilling outside of the restricted areas which would cause a bore hole to be under the restricted area, will not be permitted. The restricted areas are included in the lease for the sole purpose of becoming part of a drilling unit so that the United States will share in the royalty of the unit.

15. All existing or proposed public use areas, recreation areas, wildlife and waterfowl refuges, historical sites, and hiking and horseback trail areas may be leased for the sole purpose of becoming a part of a drilling unit. The lessee, his operators, agents, or employees will not use or enter upon the surface for any purpose. Directional drilling from non-public areas is permitted if not otherwise restricted.

16. All storage tanks and slush pits will be protected by dikes of sufficient capacity to protect the reservoir from pollution to Sardis Lake flood pool elevation 607.00 feet, National Geodetic Vertical Datum.

17. It is the responsibility of the lessee to identify and be aware of areas where entry is prohibited. There will be no surface or subsurface entry within 2,000 feet of the dam structure. A portion of the lease includes the Dam and Public Use Area, therefore, stipulations 14 and 15 are applicable. Stipulation 6 also applies to portions of the lease area.

18. The operator will immediately stop work and advise the District Engineer or his authorized representative if contamination is found in the operating area.

**TIMING LIMITATION STIPULATION**  
**IMPORTANT SEASONAL WILDLIFE HABITAT**

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

December 1 through March 31.

On the lands described below:

For the purpose of: Protection of important wildlife habitat (big game winter range).

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-4-TLS  
September 2003

**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 STIPULATION**  
**SPECIAL CULTURAL VALUES**

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

(the lease operator may use existing access roads on this tract)

For the purpose of: Protects cultural resource values.

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-19-NSO  
September 2003

**NO SURFACE OCCUPANCY STIPULATION**  
**DUNES VEHICLE RECREATION AREA**

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

For the purpose of: Public safety while managing area for moderate to intensive OHV use. Management prescriptions presented in Farmington RMP (approved September 29, 2003) apply No Surface Occupancy stipulation to new oil and gas leases.

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, provided 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 involves an issue of major public concern, 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-31-NSO  
September 2003



**STIPULATION FOR LANDS OF THE NATIONAL FOREST SYSTEM**  
**UNDER JURISDICTION OF**  
**DEPARTMENT OF AGRICULTURE**

The licensee/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 Supervisor  
National Forests in Texas  
At: 701 North First Street  
Lufkin, TX 75901  
Telephone No: (936) 639-8501

Who is the authorized representative of the Secretary of Agriculture.

**CONTROLLED SURFACE USE STIPULATION**  
**NATIONAL FORESTS IN TEXAS**  
**(Protect streamside management zones)**

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

Portions of this lease contain streamside management zones (floodplains, wetlands). As a minimum, these areas are established within the 100 year flood plain of all intermittent streams and perennial streams, and 100 feet from the normal pool level contour of lakes. Site- specific proposals for surface-disturbing activities (such as pipelines and seismic surveys) within these areas will be analyzed and will normally result in establishment of protective requirements or limitations for the affected site. Surface occupancy for oil and gas wells will not be allowed within the streamside management zone. (MA-4-63)

On the lands described below:

For the purpose of:

To meet visual quality objectives and protect streamside management zones in accordance with the National Forest 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 FOREST IN TEXAS**  
**(Piney Creek Horse Trails)**

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

**Piney Creek Horse Trails. Proposals for drilling sites located 150 feet or less from the trail may be subject to special requirements or limitations, such to be determined on a case-by-case basis.**

**Trail may be crossed by vehicles but may not be used as a travel way. Vehicles may not parallel the trail closer than 25 feet. When crossing the trail with vehicles any brush pushed into the trail must be totally removed from the trail. Shot holes will be placed no closer than 25 feet from the trail's edge to meet public safety requirements. If necessary, the shot holes may be required to be located farther than 25 feet from the trail.**

**On the lands described below:**

**For the purpose of:**

**To protect the trail and meet visual quality objectives as per 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 FORESTS IN TEXAS**  
**(Protect Red-Cockaded Woodpecker Clusters)**

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

Portions of the land in this lease are, or may be, occupied by clusters of the endangered red-cockaded woodpecker. Exploration and development proposals may be modified and/or limited, including no surface occupancy, within  $\frac{1}{4}$  mile of an active red-cockaded woodpecker cluster. In addition, if foraging habitat is limited, no surface occupancy may occur within  $\frac{1}{2}$  mile of an active red-cockaded woodpecker cluster. Upon receipt of a site-specific proposal, the Forest Service will provide current inventory records of cluster locations and may require that localized surveys be performed to assure no uninventoried clusters are present.  
(MA-2-80-4.6)

On the lands described below:

For the purpose of:

To protect red-cockaded woodpecker clusters foraging and habitat areas in accordance with the National Forest 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.)

**LEASE NOTICE**  
**NATIONAL FORESTS IN TEXAS**  
**(Cemeteries and or Churches)**

**The Vaughn Cemetery is identified as Exception No. 1 to Tract K-84.**

**LEASE NOTICE**  
**NATIONAL FORESTS IN TEXAS**

Tract K-10 contains a radio repeater tower and lookout tower.

**NO SURFACE OCCUPANCY STIPULATION**  
**NATIONAL FORESTS IN TEXAS**

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

**Tracts \_\_\_\_\_ where minimal surface area is available and resources would be impacted by drilling facilities.**

**For the purpose of: To meet visual quality objectives and to protect 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 probable turkey nesting locations)

Surface use may be deferred during the following time period(s). This stipulation does not apply to operation and maintenance of production facilities.

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.

February 15 through May 15

On the lands described below:

For the purpose of:

To avoid disturbance of actual or probable turkey nesting 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 or FS Manual 1950 and 2820).



**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, 4149 Highline Blvd., Suite 200, Oklahoma City, Oklahoma 73108, 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.**

**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.

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

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.

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

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.



**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**  
**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.

**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**

**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:

**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

**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



**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

**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

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

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.**

**PLAN OF DEVELOPMENT (POD) STIPULATION**

A plan of development (POD) for the entire lease must be submitted for review and approval, including NEPA analysis, by the BLM authorized officer, PRIOR to approval of development (APD, Sundry Notices) actions. 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 the approval of subsequent development action. Deviations from a current POD are not authorized until an amended POD has been approved by BLM.

**For the Purpose of:**

**NO SURFACE OCCUPANCY STIPULATION**  
**PECOS RIVER CORRIDOR SRMA**

No surface occupancy or use is allowed on the land(s) described below. It is the intention of the lessor that these lands be developed by directional drilling techniques or by pro-rationing with adjacent wells.

For the purpose of: Protecting a combination of significant natural resource values including highly sensitive scenic landscapes, erosive soils, prime wildlife habitat, and for the protection of the scarce water-based and semi-primitive recreation activities within the Pecos River Corridor SRMA (CRA SMA No. 23) as discussed in the 1988 Carlsbad Resource Management Plan.



**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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