

August 12, 2002

## **Notice of Competitive Lease Sale Oil and Gas**

The Bureau of Land Management, Eastern States, is pleased to announce that we will offer for competitive sale certain Federal lands in Arkansas, Louisiana, and Mississippi for oil and gas leasing. This notice describes—

1. the time and place of the auction,
2. how to register for and participate in the bidding process,
3. the conditions of the auction,
4. how to file a pre-sale noncompetitive offer, and
5. how to file a noncompetitive offer after the auction.

### **When and where will the auction take place?**

**When:** The competitive oral auction will begin at **10:00 a.m. on September 26, 2002**. The sale room will open one hour earlier to allow you to register and get your bidding number.

**Where:** We will hold the auction at the BLM, Eastern States, 7450 Boston Boulevard, Springfield, Virginia 22153. Parking is available at the sale site.

**Access:** The auction room is accessible to persons with disabilities. If you need an auxiliary aid or service to participate in the auction, such as a sign language interpreter or materials in an alternate format, please contact Gina Goodwin at (703) 440-1534 by August 29, 2002.

### **How do I register as a bidder?**

You have to register and get a bidding number to participate in the sale. A Bidder Registration Form is included in this package. We will have copies available at the auction site. We will begin registering bidders at 9:00 a.m. on the day of the sale

## How do I participate in the bidding process?

The auctioneer will offer the parcels on the list attached to this notice in number order. Only registered bidders may make oral bids. All bids are on a per-acre basis for the entire acreage in the parcel. The winning bid will be the highest oral bid equal to or exceeding the minimum acceptable bid. The decision of the auctioneer is final.

The minimum acceptable bid is \$2 per acre or fraction thereof. If the parcel has fractional acreage, round it up to the next whole acre. For example, a parcel of 100.5 acres requires a minimum bid of \$202 (\$2 x 101 acres). After the auctioneer has offered all parcels, you may request that any unsold parcel be re-offered.

## What are the terms and conditions of a lease issued as a result of this sale?

6. **Term of the lease:** A lease is issued for a primary term of 10 years. It continues beyond that if it has production in paying quantities. We charge a royalty of 12.5 percent of the value of oil or gas removed or sold from a lease. You will find other lease terms on our standard lease form (Form 3100-11, June 1988 or later editions).
7. **Stipulations:** Some parcels are subject to surface use stipulations. They are requirements or restrictions on how you conduct operations. These stipulations are included in the parcel descriptions on the attached list. They become part of the lease and supercede any inconsistent provisions in the lease form.

## What are the terms of the sale?

8. **Withdrawal:** We reserve the right to withdraw any or all parcels from the sale before the auction begins. If we withdraw any parcels, we will post a notice in the Public Room at the Eastern States Office. You may also get the numbers of withdrawn parcels by contacting Gina Goodwin at (703) 440-1534. If we cancel the sale, we will try to notify all interested parties in advance.
9. **Payment:** You cannot withdraw your bid; it is a legally binding commitment to sign the lease bid form; accept the lease; and pay on the day of the auction the bonus bid, the first year's rent, and an administrative fee. The bonus bid is a deposit of at least \$2.00 per acre or fraction thereof. The first year's rent is \$1.50 per acre or fraction thereof. The administrative fee is \$75 per parcel.

You must pay minimum bonus, first year's rental and administrative fee by 4:30 p.m., at the Eastern States accounting office. You may pay the entire amount of your bid on the day of the auction, but if you don't, you must pay the balance by Oct. 10, 2002, which is the 10<sup>th</sup> working day following the auction. If you don't pay in full by this date, you forfeit the right to the lease and all money you have paid us. If you forfeit a parcel, we may offer it for sale at a later auction.



10. **Form of payment:** You can pay by personal check, certified check, money order, or credit card (VISA, MASTERCARD, AMERICAN EXPRESS, OR DISCOVER). Make a check payable to: **Department of the Interior–BLM**. We don't accept cash. If a check you have sent us in the past has bounced (been returned for insufficient funds), we will require that you give us a guaranteed payment, such as a certified check.
11. **Bid form:** Successful bidders must submit a signed competitive lease bid form (Form 3000-2, Oct. 1989) with their payment on the day of the auction. This form is a legally binding offer by a prospective lessee to accept a lease and all applicable terms and conditions. We recommend you get the form and complete part of it before the auction, leaving part to be filled out at the auction. Your completed bid form certifies that you are qualified to be a lessee under our regulations at 43 CFR Part 12 and Subpart 3102.5-2. It also certifies that you comply with 18 U.S.C. 1860, a law prohibiting unlawful combinations, intimidation of or collusion among bidders.
12. **Issuance of a lease:** We (the BLM) will issue your lease within 60 days of the sale date by signing the lease form provided you have paid your fees and rent. The effective date of a lease is the first day of the month following the month in which we sign the lease. We can make it effective the first day of the month in which we sign it, if we receive your written request before we sign the lease.

### **How do I file a noncompetitive pre-sale offer?**

Under our regulations at 43 CFR 3110.1(a), you can file a noncompetitive pre-sale offer for lands that –

- 13. are available,
- 14. have not been under lease during the previous one-year period; or
- 15. have not been included in a competitive lease sale within the previous two-year period.

If no bid is received on them, your pre-sale offer gives you priority over any offer filed after the auction. In the list of parcels attached to this notice, we have used an asterisk to mark any parcel that has a pending pre-sale offer. By filing a pre-sale offer, you are consenting to all terms and conditions of the lease, including any stipulations for listed on the attachment to this notice.

To file a pre-sale offer, you must send us --:

- 16. a standard lease form (Form 3100-11, June 1988 or later edition), which is properly filled out, as required by the regulations under 43 CFR 3110. (**Note: You must copy both sides of the form on one page. If you copy the form on 2 pages, we will reject your offer. We will also reject offers on obsolete lease forms.**);
- 17. the first year's advance rent in the amount of \$1.50 per acre or fraction thereof; and
- 18. a nonrefundable administrative fee in the amount of \$75.

NOTE: You cannot file a pre-sale offer for any lands included in the parcel list attached to this notice.

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

You may be able to get a noncompetitive lease for a parcel we offered if –

19. we did not withdraw it from the sale;
20. it did not receive a bid; and
21. it does not have a noncompetitive pre-sale offer pending.

Parcels that meet all these criteria are available on a first-come, first-served basis for two years from the date of the auction. If you want to file a noncompetitive offer for an unsold parcel immediately after the sale or on the next business day, give us the items listed above under pre-sale offers in a sealed envelope marked “Noncompetitive Offer.” We will provide drop boxes at the auction and at the Eastern States accounting office. We consider all noncompetitive offers that we receive on the day of the sale and the first business day after the sale as filed at the same time (simultaneously). Where an unsold parcel receives more than one simultaneous filing, we will hold a public drawing to determine who will get the lease.

### **When is the next sale scheduled?**

The next sale is tentatively scheduled for December 19, 2002.

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

For more information, contact Gina Goodwin at (703) 440-1534.

*Ida V. Doup*

Ida V. Doup  
Chief, Branch of Use Authorization  
Division of Resources Planning, Use  
and Protection

**ES-001-09/02 ARES 51610 ACQ**

Arkansas, Yell County, Ouachita N.F.  
T5N, R25W, 5<sup>th</sup> Principal Meridian  
Sec. 30, NENE.  
40.00 Acres  
\$60.00 Rental  
Subject to F.S. Lease Notice Nos. 3 and 4

**ES-002-09/02 ARES 51611 ACQ**

Arkansas, Scott County, Ouachita N.F.  
T2N, R27W, 5<sup>th</sup> Principal Meridian  
Sec. 35, NENE.  
40.00 Acres  
\$60.00 Rental  
Subject to F.S. Lease Notice Nos. 3 and 4

**LEASE NOTICE NO. 3**

All or part of the leased lands may contain animal or plant species classified under the Endangered Species Act of 1973, as amended. Other species may have been identified as sensitive in accordance with Forest Service Manual 2670 and be listed on the correct Regional Forester's List of Sensitive Plant and Animal Species. Further information concerning the classification of these species may be obtained from the authorized Forest Officer.

Exploration and development proposals may be limited or modifications required if activity is planned within the boundaries of a threatened, endangered or sensitive plant or animal species location as it then exists. All activities within these areas must be conducted in accordance with existing laws, regulations and the Forest Land and Resource Management Plan guidelines.

**LEASE NOTICE NO. 4**

All or part of the leased lands may be classified as wetlands in accordance with Executive Order 11990, "Protection of Wetlands" or a floodplain in accordance with Executive Order No. 11988, "Floodplain Management." Additional management requirements for the protection of riparian areas are contained in 36 CFR 219.27(e) and the National Forest Resource Management Act of 1976.

All activities within these areas may require special measures to mitigate adverse impacts to the resource values. They must comply with the above referenced executive orders, regulations, laws and be in accordance with the Forest Land and Resource Management Plan guidelines.

Any changes to this stipulation will be made in accordance with the Ouachita National Forest

Land and Resource Management Plan, as amended, 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).

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

The lessee/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 license/prospecting permit/lease. The Secretary of Agriculture's rules and regulations must be complied with for (1) all use and occupancy of the NFS prior to approval of a permit/operation plan by the Secretary of the Interior, (2) uses of all existing improvements, such as Forest development roads, within and outside the area licensed, permitted or leased by the Secretary of the Interior, and (3) use and occupancy of the NFS not authorized by a permit/operating plan approved by the Secretary of the Interior.

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

Forest Supervisor, Ouachita National Forest  
\_\_\_\_\_ P.O. Box 1270  
The Federal Building  
100 Reserve  
Hot Springs, Arkansas 71902  
Phone Number: 501-321-5202

---

<u>BLM Field Office</u>	<u>Surface</u>
<u>Management Agency</u>	
Jackson Field Office	USDA, Forest
Service (Region 8)	
411 Briarwood Drive, Suite 404	Room 792
South, Lands and Minerals	
Jackson, Mississippi 39206	1720
Peachtree Road, N.W.	

**ES-003-09/02 ARES 51612 ACQ**

Arkansas, Logan County, COE (Blue Mountain Lake)

T6N, R26W, 5<sup>th</sup> Principal Meridian

Sec. 29, S2SWNE, Part of Tract 156 lying in SENW, Part of Tract 156 lying in NESW, Part of Tract 153 lying in SW, Tract 154, Part Tract 156 lying in N2SE, \*All of Tract 153A including that portion (0.125 acres) lying in Sec. 32 \*see enclosed map for all of **Tr. 153A;**

Sec. 31, Parts of Tracts 152a and 151 lying in SWNE, SENE, Tract 241, W2NWSW, S2SW, SE;

Sec. 32, Part of Tracts 151 lying S of RR in N2NW, Part of Tracts 152A, 152B and 240 lying in NWNW, Tract 248, W2NESWNW, NWSWNW, S2SWNW.

295.10 Acres

\$444.00 Rental

**ES-004-09/02 ARES 51613 ACQ**

Arkansas, Logan County, COE (Blue Mountain Lake)

T6N, R27W, 5<sup>th</sup> Principal Meridian

Sec. 25, Part of Tracts 203 and 204 and Part of Tract 245 lying in SWSW;

Sec. 34, Part of Tract 227 and 228 lying in S2, Part of Tract 228 lying in S2SENE;

Sec. 35, Tracts 245 and 202 lying in NE, Tract 210, 212 and 246, Part of Tract 211 in the S2SWNW, SW, N2SE, N2S2SE, Tract 215;

Sec. 36, Part Tract 245 lying N of RR in W2NW, Part of Tract 202 lying South of the RR in the N2, N2SW, Tract 197, SESW, SE.

1,127.85 Acres

\$1,692.00 Rental



**MAP INCLUDED IN HARD COPY**

## **CORPS OF ENGINEERS STIPULATIONS**

1. That all rights under the 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 projects under the jurisdiction of the Corps of Engineers.
  
2. 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 an operation of the said premises, or for damages to the property of the lessee, or for injuries to the person of the lessee (if an individual), or for damages to the property or injuries to the person of the lessees 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.
  
3. That the work performed by the lessee on the lands shall be under the general supervision of the District Engineer, Little Rock District, Corps of Engineers, Little Rock, Arkansas, and subject to such conditions and regulations as may be prescribed by him, and the plans and location 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, or his representative, shall have the right to enter on the premises at any time to inspect both-the installation and operational activities of the lessee.
  
4. That no structure or appurtenances thereto shall be of a material or construction determined to create floatable debris.
  
5. That, in conducting activities on the leased property, the lessee shall comply with all State, Federal, and local laws and codes in regard to air pollution and solid waste disposal.
  
6. That the lessee shall not encroach upon nor interfere with any areas dedicated to public use activities in the reservoir. The lessee's operations shall not be permitted to create a nuisance to, or to produce detrimental effects on, the public use areas or on the activities of the public and of the concessionaires thereon by reason of the proximity of any structures or installations of the lessees to such public use areas.

7. 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 project, together with leasing for agricultural and grazing purposes and other outgrants, and to place improvements thereon and to remove materials there-from, including sand, gravel, and other construction materials 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 by the Government at and in connection with the project, including work performed on lands 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 an amount, as estimated by the Chief of Engineers, sufficient to compensate for the additional expense involved.

8. That, if portions of the lands involved in this lease are situated below the top of the flood control pool, lessee should provide for capping of open well holes during periods of inundation.

9. That it is understood and agreed that the lessee will perform restoration of any areas damaged by drilling operations to the satisfaction of the District Engineer or his representative.

10. That the project Resident Engineer/Manager shall be notified of the location and date of any drilling to be performed. The final approval on the location and alignment of any access roads into the lease area must be granted by the District Engineer or his representative.

11. That no drilling or any other exploration or development activities will be permitted within the limits of a developed or future park or the Corps of Engineers administrative office area. If roads within a park area are used by lessee for ingress to or egress from the leased area, said roads shall be maintained and repaired by lessee to the satisfaction of the Resident Engineer/Manager. All areas within 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 areas, will not be permitted. The restricted areas are included in the lease for the sole purpose of becoming a part of a drilling unit, so that the United States will share in the royalty of the unit.

12. That, if during lease operations, lessee plans to construct any structure or place any fill or pollutant material below the ordinary high water mark elevation, a Section 10 and/or Section 404 Department of the Army permit must be obtained from the District Engineer before the work is commenced.

13 . Platform drilling over water areas is prohibited.

14. The Resident Manager and District Engineer will be notified in writing before any equipment is moved onto a drill location and before any clearing or site preparation is begun. The exact location of all proposed drill locations will be made known to the District Engineer 15 days before the site is disturbed in any way.

15. That the lessee agrees to pay the Government or tenant of the Government, as the case may be, for damages or injury to livestock, crops, forage, trees, pipelines, buildings, or other real property or improvements belonging to either the Government or said tenant on the leased land.

16. A site preparation and vegetation removal plan must be submitted to the District Engineer for approval 7 days prior to moving onto the site. The numbers, locations, size, and species of trees to be removed for access roads and work areas must be shown. Method of disposal of vegetation must be approved. Size of sumps and a general equipment layout must be shown. A description of the methods to be used during site preparation and sump or pond construction to minimize or eliminate turbidity in the lake caused by runoff from the construction site will be included.

17. Sump or pond size and construction will be adequate to contain all drill cutting, drilling mud, and other debris from the drilling operation. Dikes will be constructed so as to preclude breaching during heavy inflows from torrential rains or other sources.

18. If internal combustion engines are used, such as diesel generators, light planes, trucks, etc., they will be equipped with proper mufflers at all times, and waste products from their operation, such as used oil from oil changes and filters, will be disposed of properly as required by State and Federal laws.

19. Any waste water from the drilling operation will meet Arkansas Department of Environmental Quality requirements on water quality before it is discharged into the lake.

20. The route for any pipeline or collection system must be submitted to the District Engineer for approval 60 days before any work begins. Any structure or piping system remaining at the site upon completion of drilling must have the approval of the District Engineer.

21. After the drilling operation is completed, all equipment and debris, such as old cable, cans, and steel plates, must be removed from the site and the ground leveled. Drill cuttings, drill mud, and other wastes will be disposed of off of Government property and all ponds, slush pits, and similar facilities will be filled, leveled, and otherwise restored as closely as possible to the original condition of the property. All nonproductive wells will be plugged with cement in a manner approved by the Arkansas Oil and Gas Commission.

22. All disturbed areas, after leveling, will be seeded with an adaptive ground cover, and trees and flowering shrubs native to the area will be planted over the area, as required by the District Engineer. The seed will be protected by mulching, or other satisfactory methods, until a vegetative cover is established.

23. That within the limits of their respective legal powers, the parties hereto shall protect the premises against pollution of its air ground and water. The lessee shall comply with any laws, regulations, conditions, or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local government agency having jurisdiction to abate or prevent pollution. The disposal of any toxic

or hazardous materials within the premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by the said Environmental Protection Agency, or any Federal, state, interstate or local governmental agency are hereby made a condition of this lease. The grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

24. That it is understood that this instrument is effective only insofar as the rights of the United States in the said property are concerned; ;and that the lessee shall obtain permission as may be necessary on account of any other existing rights. It is further understood that the Government does not warrant title or the accuracy of the descriptions provided in the lease.

25. A copy of the pre-lease site-specific Supplement to the Southern States Regional Oil and Gas EAR No. 61-923-5-30, the Protective Stipulations, and a signed copy of the Finding of No Significant Impact (FONSI), prepared for the Bureau of Land Management (BLM), should be furnished to the District Engineer, U.S. Army Engineer District, Little Rock, Arkansas.

## **STANDARD SURFACE REQUIREMENTS MINERAL EXPLORATION AND RECOVERY ON FEE LANDS**

- a. As determined by the District Engineer or his authorized representative, the Grantee will be required to post a cash deposit or performance bond prior to granting approval of the drilling request.
- b. The Grantee shall obtain all necessary permits prior to beginning work and that, in conducting activities on the leased property, the Grantee shall comply with all Federal, State, and local laws and codes in regard to environmental protection.
- c. The perimeter of the drill site and access road will be surveyed and flagged by the Grantee. The Grantee shall not cut any trees without prior approval of the District Engineer or his authorized representative. All timber will be disposed of to the satisfaction of the District Engineer or his authorized representative.
- d. An on-site meeting with representatives of the Grantee, the construction contractor, and the District Engineer or his authorized representative shall be held not less than two (2) weeks prior to beginning construction on project land.
- e. The blooie/reserve pit will be built so that no surface runoff from outside the wall of the pit enters the pit. Water shall never be allowed to fill the pit any higher than within two vertical feet of the lowest point of the wall.
- f. The blooie/reserve pit must be lined with a liner approved of by the Arkansas Department of Pollution Control and Ecology (ADEQ), and the liner must be removed from the pit and disposed of in accordance with ADEQ regulations.
- g. The grantee shall ensure that all drilling fluids are removed from the reserve pit and disposed of at a site approved by ADEQ; that after drilling fluids in the reserve pit are tested using Method 1311, Toxic Characteristics Leachate Process, required by the Environmental Protection Agency to analyze the solidification of the reserve pit, the grantee will send a copy of the results to Corps of Engineers, ATTN: Chief, Real Estate Division, P.O. Box 867, Little Rock, Arkansas 72203-0867. Upon receipt of the analysis, the grantee will be contacted about restoring the reserve pit.
- h. The road width will be determined on case by case basis. Waterbars, culverts, and drainage ditches should be constructed as necessary along the access road. The access road should parallel the project boundary. Traffic control devices and road construction materials will be approved to the satisfaction of the District Engineer or his authorized representative. If the well is a producing well the entire length of the road shall be SB2 or equivalent.
- i. Any Government boundary monuments or posts, if disturbed or destroyed by road or pad construction, will be replaced or restored to the satisfaction of the District Engineer or his authorized representative.

j. Precautions should be taken to protect all drilling and production equipment from short and long term water inundation. An evacuation plan should be developed for evacuating the site and removing equipment and the drilling fluids from the reserve pit in the event of inundation.

k. Water for the drilling operation shall not be taken from project sources without District approval of the applicant's written request.

l. if the well is a producer, the drill pad should be reduced to a minimal size. Care should be given to installing pumping equipment that emits minimal noise. If noise levels are excessive, corrective actions will need to be taken.

m. All wells on Government-owned land must be marked with a sign stating the well name and number and name, address, and telephone number of the Grantee as well as an emergency contact telephone number.

n. In the event the location is abandoned for any reason or the drilling activity results in a non-producer, the well site shall be restored to its approximate original contour within 30 days after abandonment. Reclamation of the site will include removal of the production pad and revegetating of all disturbed areas. The roadway route shall be restored to its original contour and a vehicle barrier may be necessary at a point designated by the District Engineer or his authorized representative. All non-productive wells will be plugged as required in General Rule B of the Arkansas Oil & Gas Commission. o. The Grantee agrees to complete all restoration requirements pertaining to vegetative ground cover, tree seedlings, fertilizers and survivability rates as prescribed by the District Engineer or his authorized representative. p. All water intake hose, refuse and debris will be removed from the site upon completion of construction. q. The Grantee agrees to pay the Government or tenant of the Government, as the case may be, for damages or injury to livestock, crops, forage, trees, pipelines, buildings, or other real property or improvements belonging to either the Government or said tenant on the leased land. r. 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 operation of the said premises, or for damages to the property of the Grantee, or for injuries to the person of the Grantee (if an individual), or for damages to the property or injuries to the person of the Grantee'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 Grantee shall hold the United States harmless from any and all such claims.

**ES-005-09/02 LAES 51614 PD**

Louisiana, Lincoln Parish, BLM

T17N, R4W, Louisiana Meridian

Sec. 9, E2NW.

79.00 Acres

\$118.50 Rental

Subject to BLM No Surface or Subsurface Occupancy Stipulation

**BLM NO SURFACE OR SUBSURFACE OCCUPANCY STIPULATION**

This parcel was nominated for leasing on the premise that development of the State spacing would occur so that any well drilled or associated surface use would not be located on the Federal lands described below. Such a nomination is referred to by the Bureau of Land Management as a “NOL” nomination; i.e., a “no occupancy lease” nomination. With such a NOL nomination to consider, the Bureau of Land Management prepares its environmental assessment (EA) based on a Proposed Action of “no occupancy (surface or subsurface)”.

Therefore, for the lands within this lease, “No Occupancy (surface or sub-surface)” is allowed under the terms of this lease.

Waiver: None

Exception: None.

Modification: None.

This lease does not obviate the need to obtain other Federal, State or local authorization required by law for any wells drilled or for any related surface disturbance that is proposed on lands pooled with those lands within this lease.



**ES-006-09/02 MSES 51615 ACQ**

Mississippi, Amite County, Homochitto N.F.

T4N, R1E, Washington Meridian

Sec. 17, All (Tr. H-141).

329.28 Acres

\$495.00 Rental

Subject to F.S. Timing Limitation Stipulation No. 1 and Lease Notice Nos. 3 and 4

**ES-007-09/02 MSES 51616 ACQ**

Mississippi, Wilkinson County, Homochitto N.F.

T4N, R1E, Washington Meridian

Sec. 26, A 14.00 acre strip in width across entire N side of SESW.

14.00 Acres

\$21.00 Rental

Subject to F.S. Timing Limitation Stipulation No. 1 and Lease Notice Nos. 3 and 4

**ES-008-09/02 MSES 51617 ACQ**

Mississippi, County, Homochitto N.F.

T4N, R1E, Washington Meridian

Sec. 34, E2 (Tract H-1083).

347.69 Acres

\$522.00 Rental

Subject to F.S. Timing Limitation Stipulation No. 1 and Lease Notice Nos. 3 and 4

**ES-009-09/02 MSES 51618 ACQ**

Mississippi, Wilkinson County, Homochitto N.F.

T4N, R1E, Washington Meridian

Sec. 33, SESE;

Sec. 35, W2SWNW;

Sec. 36, N2NW;

Sec. 41, NWNW.

186.97 Acres

\$280.50 Rental

Subject to F.S. Timing Limitation Stipulation No. 1 and Lease Notice Nos. 3 and 4

**ES-010-09/02 MSES 51619 ACQ**

Mississippi, COUNTY, Homochitto N.F.

T4N, R1E, Washington Meridian

Sec. 40, Tract H-1083, Tract H-334a.

232.39 Acres

\$349.50 Rental

Subject to F.S. Timing Limitation Stipulation No. 1 and Lease Notice Nos. 3 and 4

**ES-011-09/02 MSES 51620 ACQ**

Mississippi, Franklin County, Homochitto N.F.

T5N, R1E, Washington Meridian

Sec. 12, Lot 2.

44.40 Acres

\$67.50 Rental

Subject to F.S. Timing Limitation Stipulation No. 1, Lease Notice Nos. 3 and 4

**ES-012-09/02 MSES 51621 ACQ**

Mississippi, Wilkinson County, Homochitto N.F.

T4N, R1W, Washington Meridian

Sec. 16, Pt. Lot 2 (14.72 ac.), Pt. Lot 8 (25.62 ac.).

40.34 Acres

\$61.50 Rental

Subject to F.S. Timing Limitation Stipulation No. 1 and Lease Notice Nos. 3 and 4

**ES-013-09/02 MSES 51622 ACQ**

Mississippi, Wilkinson County, Homochitto N.F.

T4N, R1W, Washington Meridian

Sec. 17, Pt. SENW, pt. NESW.

40.00 Acres

\$60.00 Rental

Subject to F.S. Timing Limitation Stipulation No. 1 and Lease Notice Nos. 3 and 4

**ES-014-09/02 MSES 51623 ACQ**

Mississippi, Wilkinson County, Homochitto N.F.

T4N, R1W, Washington Meridian

Sec. 25, SE.

172.41 Acres

\$259.50 Rental

Subject to F.S. Timing Limitation Stipulation No. 1 and Lease Notice Nos. 3 and 4

**ES-015-09/02 MSES 51624 ACQ**

Mississippi, Wilkinson County, Homochitto N.F.

T4N, R1W, Washington Meridian

Sec. 26, N2NE, SENE, S2SWNE, NW.

328.10 Acres

\$493.50 Rental

Subject to F.S. Timing Limitation Stipulation No. 1 and Lease Notice Nos. 3 and 4

**ES-016-09/02 MSES 51625 ACQ**

Mississippi, Wilkinson County, Homochitto N.F.  
T4N, R1W, Washington Meridian

Sec. 30, All of that part of Tract H-1083 lying in Section 30.

454.44 Acres

\$682.50 Rental

Subject to F.S. Timing Limitation Stipulation No. 1 and Lease Notice Nos. 3 and 4

**ES-017-09/02 MSES 51626 ACQ**

Mississippi, Wilkinson County, Homochitto N.F.  
T4N, R1W, Washington Meridian

Sec. 39, NESE.

40.11 Acres

\$61.50 Rental

Subject to F.S. Timing Limitation Stipulation No. 1 and Lease Notice Nos. 3 and 4

**ES-018-09/02 MSES 51627 ACQ**

Mississippi, Wilkinson County, Homochitto N.F.  
T5N, R1W, Washington Meridian

Sec. 10, Tr. H-20b.

28.13 Acres

\$43.50 Rental

Subject to F.S. Timing Limitation Stipulation No. 1 and Lease Notice Nos. 3 and 4

**ES-019-09/02 MSES 51628 ACQ**

Mississippi, Wilkinson County, Homochitto N.F.  
T5N, R1W, Washington Meridian

Sec. 49, Lots 1, 2, and 3.

112.32 Acres

\$169.50 Rental

Subject to F.S. Timing Limitation Stipulation No. 1 and Lease Notice Nos. 3 and 4

**ES-020-09/02 MSES 51629 ACQ**

Mississippi, Amite County, Homochitto N.F.  
T4N, R2E, Washington Meridian

Sec. 1, All of that part of Tract H-1 lying in Sec. 1.

343.51 Acres

\$516.00 Rental

Subject to F.S. Timing Limitation Stipulation No. 1 and Lease Notice Nos. 3 and 4

**ES-021-09/02 MSES 51630 ACQ**

Mississippi, Amite County, Homochitto N.F.  
T4N, R2E, Washington Meridian

Sec. 14, Lot 1, those parts of Lots 2 & 3 lying East of Brushy Creek.  
158.29 Acres

\$238.50 Rental

Subject to F.S. Timing Limitation Stipulation No. 1 and Lease Notice Nos. 3 and 4

**ES-022-09/02 MSES 51631 ACQ**

Mississippi, Amite County, Homochitto N.F.  
T4N, R2E, Washington Meridian

Sec. 15, N2, NESW, S2SW, S2.  
596.64 Acres

895.50 Rental

Subject to F.S. Timing Limitation Stipulation No. 1 and Lease Notice Nos. 3 and 4

**ES-023-09/02 MSES 51632 ACQ**

Mississippi, Amite County, Homochitto N.F.  
T4N, R2E, Washington Meridian

Sec. 16, E2, NENW, SWNW, E2SW, NWSW less 5.45 acres (Tract H-23) lying West  
of Bushy Creek.

519.59 Acres

\$780.00 Rental

Subject to F.S. Timing Limitation Stipulation No. 1 and Lease Notice Nos. 3 and 4

**ES-024-09/02 MSES 51633 ACQ**

Mississippi, Amite County, Homochitto N.F.  
T4N, R2E, Washington Meridian

Sec. 30, All of Tract H-514 in the S2SW;  
Sec. 35, SENW;

99.83 Acres

\$150.00 Rental

Subject to F.S. Timing Limitation Stipulation No. 1 and Lease Notice Nos. 3 and 4

**ES-025-09/02 MSES 51634 ACQ**

Mississippi, Amite County, Homochitto N.F.  
T4N, R2E, Washington Meridian

Sec. 37, E2NW.  
81.19 Acres

\$123.00 Rental

Subject to F.S. Timing Limitation Stipulation No. 1 and Lease Notice Nos. 3 and 4

**ES-026 09/02 MSES 51635 ACQ**

Mississippi, Franklin County, Homochitto N.F.

T7N, R5E, Washington Meridian

Sec. 2, NENE, All of Lots 1 & 2 west of prong of Lick Creek, W 52.50 ac. of Lot 3.

252.64 Acres

\$379.50 Rental

Subject to Timing Limitation Stipulation No .1 and Lease Notice Nos. 3 and 4

**ES-027-09/02 MSES 51636 ACQ**

Mississippi, Franklin County, Homochitto N.F.

T7N, R5E, Washington Meridian

Sec. 3, Lot 3 South of Indian Boundary.

40.26 Acres

\$ 61.50 Rental

Subject to Timing Limitation Stipulation No .1 and Lease Notice Nos. 3 and 4

**ES-028-09/02 MSES 51637 ACQ**

Mississippi, Franklin County, Homochitto N.F.

T7N, R5E, Washington Meridian

Sec. 6, W2W2 (Lots 4, 5, 11 & 12).

169.98 Acres

\$255.00 Rental

Subject to Timing Limitation Stipulation No .1 and Lease Notice Nos. 3 and 4

**ES-029-09/02-MSES 51638 ACQ**

Mississippi, Franklin County, Homochitto N.F.

T7N, R5E, Washington Meridian

Sec. 15, W2NW.

81.08 Acres

\$ 123.00 Rental

Subject to Timing Limitation Stipulation No .1 and Lease Notice Nos. 3 and 4

**ES-030-09/02 MSES 51639 ACQ**

Mississippi, Franklin County, Homochitto N.F.

T7N, R5E, Washington Meridian

Sec. 17, All less a strip 1.48 chains E & W by 13.50 chains N & S in the NE corner of SENE.

651.04 Acres

978.00 Rental

Subject to Timing Limitation Stipulation No .1 and Lease Notice Nos. 3 and 4

**ES-031-09/02-MSES 51640 ACQ**

Mississippi, Franklin County, Homochitto N.F.

T7N, R5E, Washington Meridian

Sec. 18, NWNE less 6.50 acres on N side and less 18.84 acres conveyed as  
Tract H-17c by Exchange Deed dated 1/10/78, SWNE, SWSE.

111.07 Acres

\$ 168.00 Rental

Subject to Timing Limitation Stipulation No .1 and Lease Notice Nos. 3 and 4

**ES-032-09/02 MSES 51641 ACQ**

Mississippi, Franklin County, Homochitto N.F.

T7N, R5E, Washington Meridian

Sec. 21, NWNE, N2SWNE.

60.75 Acres

\$91.50 Rental

Subject to Timing Limitation Stipulation No .1 and Lease Notice Nos. 3 and 4

**ES-033-09/02 MSES 51642 ACQ**

Mississippi, Franklin County, Homochitto N.F.

T7N, R5E, Washington Meridian

Sec. 31, E2, NENW, SW.

568.92 Acres

\$853.50 Rental

Subject to Timing Limitation Stipulation No .1 and Lease Notice Nos. 3 and 4

**ES-034-09/02 MSES 51643 ACQ**

Mississippi, Wayne County, DeSoto N.F.

T7N, R9W, St. Stephens Meridian

Sec. 9, E2NE.

79.75 Acres

\$120.00 Rental

Subject to F.S. Lease Notice Nos. 3 and 4

**ES-035-09/02 MSES 51644 ACQ**

Mississippi, Wayne County, DeSoto N.F.

T7N, R9W, St. Stephens Meridian

Sec. 9, W2NE, W2, SE.

558.25 Acres

\$838.50 Rental

Subject to F.S. Lease Notice Nos. 3 and 4

**ES-036-09/02 MSES 51645 ACQ**

Mississippi, Wayne County, DeSoto N.F.  
T7N, R9W, St. Stephens Meridian

Sec. 11, W2SW.

80.00 Acres

\$120.00 Rental

Subject to F.S. Lease Notice Nos. 3 and 4

**ES-037-09/02 MSES 51646 ACQ**

Mississippi, Wayne County, DeSoto N.F.  
T7N, R9W, St. Stephens Meridian

Sec. 18, NESW, S2SW.

113.25 Acres

171.00 Rental

Subject to F.S. Lease Notice Nos. 3 and 4

**ES-038-09/02 MSES 51647 ACQ**

Mississippi, Wayne County, DeSoto N.F.  
T7N, R9W, St. Stephens Meridian

Sec. 29, All.

640.00 Acres

\$960.00 Rental

Subject to F.S. Lease Notice Nos. 3 and 4

**ES-039-09/02 MSES 51648 ACQ**

Mississippi, Wayne County, DeSoto N.F.  
T7N, R9W, St. Stephens Meridian

Sec. 32, N2SW.

80.00 Acres

\$120.00 Rental

Subject to F.S. Lease Notice Nos. 3 and 4

**TIMING LIMITATION STIPULATION No. 1**

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

Site construction and drilling may be restricted during the wet season from 11/30 thru 3/31 depending on site specific conditions at the time of the Application for Permit to Drill is filed.

On the lands described below:

	T4N, R1E, Washington Meridian:	Entire Lease
	T4N, R1W, Washington Meridian:	Entire Lease
T5N, R1E, Washington Meridian:	Entire Lease	
	T5N, R1W, Washington Meridian:	Entire Lease
	T7N, R5E, Washington Meridian:	Entire Lease

For the purpose of (reasons):

Prevent excessive soil erosion and rutting resulting from construction activities during the wet season. Land and Resource Management Plan, National Forests in Mississippi, as amended, 9/85.

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.)



**LEASE NOTICE NO. 3**

All or part of the leased lands may contain animal or plant species classified under the Endangered Species Act of 1973, as amended. Other species may have been identified as sensitive in accordance with Forest Service Manual 2670 and be listed on the correct Regional Forester's List of Sensitive Plant and Animal Species. Further information concerning the classification of these species may be obtained from the authorized Forest Officer.

Exploration and development proposals may be limited or modifications required if activity is planned within the boundaries of a threatened, endangered or sensitive plant or animal species location as it then exists. All activities within these areas must be conducted in accordance with existing laws, regulations and the Forest Land and Resource Management Plan guidelines.

**LEASE NOTICE NO. 4**

All or part of the leased lands may be classified as wetlands in accordance with Executive Order 11990, "Protection of Wetlands" or a floodplain in accordance with Executive Order No. 11988, "Floodplain Management." Additional management requirements for the protection of riparian areas are contained in 36 CFR 219.27(e) and the National Forest Resource Management Act of 1976.

All activities within these areas may require special measures to mitigate adverse impacts to the resource values. They must comply with the above referenced executive orders, regulations, laws and be in accordance with the Forest Land and Resource Management Plan guidelines.

Any changes to this stipulation will be made in accordance with the Ouachita National Forest Land and Resource Management Plan, as amended, 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).

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

The lessee/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 license/prospecting permit/lease. The Secretary of Agriculture's rules and regulations must be complied with for (1) all use and occupancy of the NFS prior to approval of a permit/operation plan by the Secretary of the Interior, (2) uses of all existing improvements, such as Forest development roads, within and outside the area licensed, permitted or leased by the Secretary of the Interior, and (3) use and occupancy of the NFS not authorized by a permit/operating plan approved by the Secretary of the Interior.

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

Forest Supervisor, National Forests in Mississippi  
100 W. Capitol Street, Suite 1141  
2500 Shreveport Hwy.  
Jackson, MS 39269  
Phone Number: 601-965-4391

---

BLM Field Office  
Jackson Field Office  
411 Briarwood Drive, Suite 404  
Jackson, Mississippi 39206

Surface Management Agency  
USDA, Forest Service (Region 8)  
Room 792 South, Lands and Minerals  
1720 Peachtree Road, N.W.  
Atlanta, Georgia 30367