Jul 19, 2006
Bureau of Land Management
New Mexico State Office
1474 Rodeo Road
Santa Fe, New Mexico, 87505
NOTICE OF COMPETITIVE LEASE SALE
Oil and Gas

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

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

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

When and where will the sale take place?

When: The competitive sale will begin at 9:00 a.m. on Wednesday, July 19, 2006. The Accounts Office at the Bureau of Land Management, New Mexico State Office at 1474 Rodeo Road, Santa Fe, NM will be used to register all bidders. Registration will start at 8:00 a.m. through 9:00 a.m. so you can obtain your bidding number.

Where: We will hold the sale at the Bureau of Land management, New Mexico State Office, 1474 Rodeo Road, Santa Fe, New Mexico 87505, in the second floor conference room.

Access: The sale room is accessible to persons with disabilities. If you need an auxiliary aid or service to participate in the sale, such as sign language interpreter or material in an alternate format, contact the New Mexico State Office, Marcella Montoya at (505) 438-7537 by July 8, 2006.
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 ($2x200 acres) and the advance annual rental will be $300 ($1.50X200 acres) for the first 5-years and $400 ($2X200 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 Section at the BLM office either during, or immediately following the sale.

-Remaining payments: If your bonus bid was more than $2.00 per acre or fraction of an acre and you didn’t pay the full amount on the day of the sale, you must pay the balance of your bonus bid by 4:00 p.m. on August 2, 2006, which is the 10th 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.

-Forms of payment: You may pay by personal 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, October 1989, or later 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 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 246,80 acres of public domain lands and 246,080 acres of acquired lands (30 U.S.C. 184(d)). For the purpose of chargeable acreage limitations, you are charged with your proportionate share of the lease acreage holdings of partnerships or corporations in which you own an interest greater than 10 percent. Lease acreage committed to a unit agreement or development contract that you hold, own or control is excluded from chargeability for acreage limitation purposes.

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

-Lease terms: A lease issued as a result of this sale will have a primary term of 10 years. It will continue beyond its primary term as long as oil or gas is produced in paying quantities on or for the benefit of the lease. Advance rental at $1.50 per acre or fraction of an acre for the first 5 years ($2.00 per acre after that) is due on or before the anniversary date each year until production begins. Once a lease is producing, you must pay a royalty of 12.5 percent of the value or the amount of production removed or sold from the lease. You will find other lease terms on our standard lease form (Form 3100-11, June 1988 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 T0280N, R0320E (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 0142N.

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

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

NONCOMPETITIVE OFFERS TO LEASE

What parcels are available for noncompetitive offers to lease?

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

How do I file a noncompetitive offer after the sale?

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

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

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

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

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

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

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

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

We have tentatively scheduled our next competitive sale for October 18, 2006. Please send nominations for that sale by June 9, 2006.

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 list is also available on our public internet website: http://www.nm.blm.gov

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 15th calendar day prior to the date of the sale. If our office is not open on the 15th day prior to the date of the sale, a protest received on the next day our office is open to the public will be considered timely filed. The protest must also include any statement of reasons to support the protest. We will dismiss a late-filed protest or a protest filed without a statement of reasons.
- A protest must state the interest of the protesting party in the matter.
- You may file a protest either by mail in hardcopy form or by telefax. You may not file a protest by electronic mail. A protest filed by fax must be sent to (505)438-7684. A protest sent to a fax number other than the fax number identified or a protest filed by electronic mail will be dismissed.
If the party signing the protest is doing so on behalf on an association, partnership or corporation, the signing party must reveal the relationship between them. For example, unless an environmental group authorizes an individual member of its group to act for it, the individual cannot make a protest in the group’s name.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

For general information, please contact our Information Access Center at (505) 438-7565 or for information or question about the sale, contact: Gloria Baca at (505) 438-7566.

/s/ Lourdes B. Ortiz

_Lourdes B. Ortiz_
_Land Law Examiner_
_Fluids Adjudication Team_
BUREAU OF LAND MANAGEMENT  
NEW MEXICO STATE OFFICE  
July 19, 2006, Lease Sale Statistics by State  
Parcels with and without Pre-sale Noncompetitive Priority Offers

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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. 354-359), 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: *Parcels 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:

□ Noncompetitive lease (ten years)

□ Competitive lease (ten years)

□ Other ____________________________

THE UNITED STATES OF AMERICA

by ____________________________ (Signing Officer)

(Title) ____________________________ (Date) ____________________________

EFFECTIVE DATE OF LEASE ____________________________

(Continued on reverse)
LEASE TERMS

Sec. 1. Rental—Rental shall be paid to proper office of lessor in advance of each lease year. Annual rental rates are as follows:
(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 does not provide 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 and/or royalty plan 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 lessee. Royalties shall be computed in accordance with regulations or instructions and have precedence over production removed or sold. Royalty rates are:
(a) Noncompetitive lease, 12 1/2%.
(b) Competitive lease, 12 1/2%.
(c) Other, see attachment; or as specified in regulations at the time this lease is issued.

Lessee 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 valued at otherwise action than by lessee, in a merchantable condition on the premises where produced without cost to lessee. 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 or 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 Public Utility Regulatory Policy Act and the Federal Oil and Gas Royalty Management Act of 1982 (POGROMA) (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 POGROMA 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. Lessee 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, in order to develop in a manner compatible with good drainage. Lessee may, at its option, require lessee to monitor and report on drainage conditions as applied to the draining of subject lands and 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 lessee.

Sec. 5. Documents, evidence, and inspection—Lessee shall file with office of lessee, not later than 30 days after effective date thereof, any contract or evidence of other arrangement for sale or disposal of production. As such times and in such form as lessee 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 at lessee’s expense, either on a contract or operating agreement, a schematic diagram of the drainage areas and development work done, improvements, and reports with respect to parties in interest, expenditures, and depreciation costs. In the form prescribed by lessee, lessee shall keep a daily drilling record, a log, information on production, leases, and a record of sublease investigations and furnish copies to lessee when required. Lessee shall keep open at all reasonable times for inspection by any authorized officer of lessee, 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 land. 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, production, and/or transportation costs. All such records shall be maintained in lessee’s accounting offices for future study by lessee. 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 lessee.

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, water, to cultural, biological, visual, and other resources, and to other land users or users. Lessee shall take reasonable measures deemed necessary by lessee 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. Lessee reserves the right to continue existing uses and to authorize future uses upon or in the leased lands, including the reacquisition of easement or other ways. Such uses shall be conditioned as to prevent unreasonable or unnecessary interference with rights of lessee.

Prior to disturbing the surface of the leased lands, lessee shall contact lessor to apprise of procedures to be followed and modifications or reclamation measures that may be necessary. Any proposed method of development or reclamation involving the use of materials from the surface of the public lands or other lands or waters shall be submitted to lessee for approval or modification. It shall be the responsibility of lessee to maintain proper records of the use of materials. 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, lessee reserves the right to deny approval of such operations.

Sec. 8. Extraction of helium—Lessee reserves the option of extracting or having extracted helium from gas production in a manner specified and by means provided by lessee 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 lessee 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 in a safe working environment in accordance with standard industry practices; and take measures necessary to protect the health and safety of the public.

Lessee reserves the right to ensure that production is sold at reasonable prices and to prevent monopoly. If lessor 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 7 of the Public Utilities 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 reassignment of lease—As required by regulations, lessee shall file with lessee any assignment or other transfer of an interest in this lease. Lessee may relinquish this lease or any legal subleasing by filing in the proper office a relinquishment instrument, which shall be effective as of the date of filing, subject to the continuation of the obligation of the lessee and any successors in interest to the creation thereof.

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 lessee for reclamation or production of valuable.

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 reorganization agreement which contains a well capable of production of oil and gas 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 POGROMA (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 assigns of the respective parties hereunto.

(Signature of Lessee or Attorney-in-fact)
## PARCEL NUMBER

**THE BID IS FOR (Check one):**

- [ ] Oil and Gas Parcel Number

- [ ] Geothermal Parcel Number
  
  Name of Known Geothermal Resource Area (KGRA)

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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 collusively or 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.

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**Print or Type Name of Lessee**

**Signature of Lessee or Bidder**

---

<table>
<thead>
<tr>
<th>City</th>
<th>State</th>
<th>Zip Code</th>
</tr>
</thead>
</table>

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### 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.

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**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.

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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)
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.

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.


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) 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.
Responsse 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. 20250 and the Office of Management and Budget, Desk Officer for the Interior Department, Office of Regulatory Affairs (1004-0074), Washington, D.C. 20503.
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
NEW MEXICO PUBLIC DOMAIN - NE

NM-200607-001 878.270 Acres
T.0230N, R.0010E, 23 PM, NM
Sec. 005 LOTS 1, 6, 7, 8;
005 SENE, SWNW, W2SW, SESW;
005 NENWSE;
006 LOTS 2, 3, 4, 5, 6, 7;
006 S2NE, SENW, E2SW, SE;
Rio Arriba County
Farmington FO
NMNM 60415, NMNM 83747
Stipulations:
NM-11-LN Special Cultural Resource

NM-200607-002 1919.720 Acres
T.0240N, R.0010E, 23 PM, NM
Sec. 004 LOTS 1-4;
004 SENE, S2NW, SW, NESE;
009 ALL;
016 E2NW, S2 LESS 36.31AC;
016 IN HES214;
021 LOTS 1-5;
021 NW, N2SW, SWSW;
Rio Arriba County
Farmington FO
NMNM 19801, NMNM 34572, NMNM 61817
NMNM 71499, NMNM 83659
Stipulations:
NM-11-LN Special Cultural Resource

NM-200607-003 1720.840 Acres
T.0270N, R.0020E, 23 PM, NM
Sec. 023 LOTS 1-4;
024 LOTS 4, 5;
024 S2SW, SE;
025 ALL;
026 W2;
035 N2;
Rio Arriba County
Taos FO
NMNM 61820, NMNM 71500
Stipulations:
TS-4 TLS Protect Important Habitat - Wintering Elk & Mule Deer

NM-200607-004 1080.840 Acres
T.0260N, R.0030E, 23 PM, NM
Sec. 003 LOTS 1-4;
003 S2N2, S2;
004 LOTS 1-4;
004 S2N2, SW;
Rio Arriba County
Taos FO
Stipulations:
TS-4 TLS Protect Important Habitat - Wintering Elk & Mule Deer

NM-200607-005 2399.130 Acres
T.0260N, R.0030E, 23 PM, NM
Sec. 005 LOTS 1-4;
005 S2N2, S2;
005 LOTS 1-4;
006 LOTS 1-7;
006 S2NE, SENW, E2SW, SE;
008 ALL;
017 N2, N2S2, SESE;
Rio Arriba County
Taos FO
NMNM 71501, NMNM 83661
Stipulations:
TS-3 NSO Protection of Wildlife Habitat, Recreational & Cultural Values:
Sec. 17: N2S2, SESE

NM-200607-006 1731.560 Acres
T.0270N, R.0020E, 23 PM, NM
Sec. 019 SWNE, S2NW, S2;
030 LOTS 1-8;
030 N2, N2S2;
031 ALL;
Rio Arriba County
Taos FO
NMNM 31894, NMNM 61820
Stipulations:
TS-4 TLS Protect Important Habitat - Wintering Elk & Mule Deer
NM-200607-007  2184.640 Acres
T.0270N, R.0030E, 23 PM, NM
Sec. 020  LOTS 1;
020  SENE,S2;
021  ALL;
028  LOTS 4;
028  N2,N2S2;
029  LOTS 1-8;
029  N2,N2S2;
Rio Arriba County
Taos FO
NMNM 45937
Stipulations:
TS-4 TLS Protect Important Habitat - Wintering Elk & Mule Deer

NM-200607-008  2418.480 Acres
T.0270N, R.0030E, 23 PM, NM
Sec. 022  NE,S2NW,S2;
023  SE;
024  S2SW;
025  LOTS 1-8;
025  E2NE,N2NW,N2S2;
026  LOTS 1-8;
026  N2,N2S2;
027  N2,N2S2;
Rio Arriba County
Taos FO
NMNM 45937
Stipulations:
TS-4 TLS Protect Important Habitat - Wintering Elk & Mule Deer

NM-200607-009  1600.000 Acres
T.0270N, R.0030E, 23 PM, NM
Sec. 033  ALL;
034  S2;
035  ALL;
Rio Arriba County
Taos FO
NMNM 45937
Stipulations:
TS-4 TLS Protect Important Habitat - Wintering Elk & Mule Deer

NM-200607-010  1778.980 Acres
T.0270N, R.0040E, 23 PM, NM
Sec. 019  LOTS 2;
019  S2NE,SENW;
020  SENE,W2W2,SESW,SE;
029  NENE,N2NW;
030  LOTS 5-15;
030  E2NW,NESW,N2SE;
031  LOTS 1-4;
031  E2,E2W2;
Rio Arriba County
Taos FO
NMNM 45936
Stipulations:
No Stipulations Attached

NEW MEXICO PUBLIC DOMAIN - SE

NM-200607-011  1915.280 Acres
T.0180S, R.0200E, 23 PM, NM
Sec. 013  ALL;
013  ALL;
015  ALL;
Chaves County
Roswell FO
NMNM 69550, NMNM 78158
NMNM 83150, NMNM 89101
Stipulations:
SENM-S-17 Slopes or Fragile Soils
SENM-S-18 Streams, Rivers, and Floodplains

NM-200607-012  2080.000 Acres
T.0180S, R.0200E, 23 PM, NM
Sec. 022  ALL;
023  ALL;
026  W2;
027  N2,N2S2;
Chaves County
Roswell FO
NMNM 63699, NMNM 69551
NMNM 78158, NMNM 78160
Stipulations:
SENM-S-17 Slopes or Fragile Soils
SENM-S-18 Streams, Rivers, and Floodplains
NM-200607-013        280.000 Acres
T.0210S, R.0210E, 23 PM, NM
   Sec. 012   NE,N2NW,S2SWNW,E2SENW;
Eddy County
Carlsbad FO
NMNM 94577
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

NM-200607-014        1280.000 Acres
T.0260S, R.0220E, 23 PM, NM
   Sec. 024   ALL;
   025   ALL;
Eddy County
Carlsbad FO
NMNM 42126, NMNM 53943
Stipulations:
NM-11-LN Special Cultural Resource
SENM-LN-1 Cave – Karst Occurrence Area
SENM-S-17 Slopes or Fragile Soils
SENM-S-18 Streams, Rivers, and Floodplains
SENM-S-21 Caves and Karst
SENM-S-25 Visual Resource Management
SENM-S-32 VRM-Class III Guadalupe Escarpment
SENM-S-41 NSO-Guadalupe Escarpment Scenic Area
Sec. 24: All, Sec. 25: N2, SW
SENM-S-42 Southern Guadalupe Escarpment Resource

NM-200607-015        257.720 Acres
T.0160S, R.0240E, 23 PM, NM
   Sec. 002   LOTS 1-4;
   002   SESW,SESE;
   003   LOTS 14,15,16;
Eddy County
Carlsbad FO
NMNM 68640, NMNM69568, NMNM 77964
Stipulations:
NM-11-LN Special Cultural Resource
SENM-S-18 Streams, Rivers, and Floodplains
SENM-S-31 Northern Aplomado Falcon Habitat

NM-200607-016        120.000 Acres
T.0190S, R.0250E, 23 PM, NM
   Sec. 025   E2SW,SWSW;
Eddy County
Carlsbad FO
NMNM 93463
Stipulations:
NM-11-LN Special Cultural Resource
SENM-S-19 Playas and Alkali Lakes
SENM-S-20 Springs, Seeps and Tanks

NM-200607-017        40.000 Acres
T.0200S, R.0250E, 23 PM, NM
   Sec. 022   NWSW;
Eddy County
Carlsbad FO
NMNM 104966
Stipulations:
NM-11-LN Special Cultural Resource
SENM-LN-1 Cave - Karst Occurrence Area
SENM-S-17 Slopes or Fragile Soils

NM-200607-018        180.000 Acres
T.0120S, R.0260E, 23 PM, NM
   Sec. 009   E2SESW, SE;
Chaves County
Roswell FO
NMNM 69156, NMNM 70879
Stipulations:
SENM-S-17 Slopes or Fragile Soils - Sec. 09: SWSE, E2SE
SENM-S-38 NSO Overflow Wetlands ACEC
Sec. 09: E2SESW, NWSE

NM-200607-019        240.000 Acres
T.0130S, R.0260E, 23 PM, NM
   Sec. 026   E2E2,SWSE;
   035   NENW;
Chaves County
Roswell FO
NMNM 84846
Stipulations:
SENM-S-17 Slopes or Fragile Soils
NM-200607-020 40.000 Acres
T.0170S, R.0270E, 23 PM, NM
Sec. 006 NESW;
Eddy County
Carlsbad FO
NMNM 68647
Stipulations:
NM-11-LN Special Cultural Resource
SENM-S-9A (NSO) Bluntnose Shiner Species
SENM-S-18 Streams, Rivers, and Floodplains
SENM-S-25 Visual Resource Management

NM-200607-021 80.000 Acres
T.0200S, R.0280E, 23 PM, NM
Sec. 024 SENW, SWSW;
Eddy County
Carlsbad FO
NMNM 94843, NMNM 95631
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-200607-022 1080.000 Acres
T.0200S, R.0290E, 23 PM, NM
Sec. 021 SENE, S2NE, SE;
023 W2NW, SW;
025 ALL;
026 W2SE;
Eddy County
Carlsbad FO
NMLC 029008A, NMLC 029009A
NMNM 94776, NMNM 95634
Stipulations:
NM-11-LN Special Cultural Resource
SENM-S-1 Potash Stipulation - Secs. 23, 25 & 26
SENM-S-12 Open Potash Mine Workings - Sec. 23: W2NW, SW; Sec. 26: W2SE;
SENM-LN-1 Cave - Karst Occurrence Area
SENM-S-17 Slopes or Fragile Soils
SENM-S-21 Caves and Karst

NM-200607-023 600.000 Acres
T.0200S, R.0290E, 23 PM, NM
Sec. 023 NENE, S2NE, SE;
024 NW, W2SW, E2SE;
Eddy County
Carlsbad FO
NMLC 029009A
NMNM 68647
Stipulations:
NM-11-LN Special Cultural Resource
SENM-S-9A (NSO) Bluntnose Shiner Species
SENM-S-18 Streams, Rivers, and Floodplains
SENM-S-25 Visual Resource Management

NM-200607-024 74.480 Acres
T.0170S, R.0300E, 23 PM, NM
Sec. 006 LOTS 6, 7;
006 ALL FORMATIONS EXCEPT;
006 GRAYBURG FORMATION AS;
006 DEFINED BY SEC 2F OF THE;
006 UNIT AGREEMENT;
Eddy County
Carlsbad FO
NMNM 007749

This parcel is Excluding the Grayburg Formation which is the established underground reservoir, the top of which is found at 2416 feet, and the base of which is found at 2710 feet, on the Gamma Ray-Neutron Log of the Kewanee Oil Co., No 10 Bedingfield Well, located in the SWSE of Sec 1, T. 17S., R. 29E., NMPM, insofar as the same lies within the Square Lake 12 Unit Area.”

Stipulations:
NM-11-LN Special Cultural Resource
SENM-S-22 Prairie Chickens
SENM-S-34 Zone 3 Plan of Development

NM-200607-025 240.010 Acres
T.0200S, R.0300E, 23 PM, NM
Sec. 030 LOTS 4;
030 SESW, SE;
Eddy County
Carlsbad FO
NMNM 82895
Stipulations:
NM-11-LN Special Cultural Resource
SENM-S-1 Potash Stipulation
SENM-S-12 Open Potash Mine Workings - Sec. 30: SE
SENM-S-17 Slopes or Fragile Soils
NM-200607-026        40.000 Acres
T.0230S, R.0320E, 23 PM, NM
Sec. 020  SESW;
Lea County
Carlsbad FO
NMNM 95643
Stipulations:
NM-11-LN Special Cultural Resource
SENM-S-22 Prairie Chickens
SENM-S-34 Zone 3 Plan of Development

NM-200607-027        680.000 Acres
T.0240S, R.0320E, 23 PM, NM
Sec. 013  SWSW;
024  ALL;
Lea County
Carlsbad FO
NMNM 93212
Stipulations:
NM-11-LN Special Cultural Resource

NM-200607-028        640.000 Acres
T.0240S, R.0320E, 23 PM, NM
Sec. 020  ALL;
Lea County
Carlsbad FO
NMNM 90905
Stipulations:
NM-11-LN Special Cultural Resource
SENM-S-15 Wildlife Habitat Projects
SENM-S-22 Prairie Chickens

NM-200607-029        720.000 Acres
T.0060S, R.0330E, 23 PM, NM
Sec. 026  SE;
027  W2NE,W2;
028  SE;
Roosevelt County
Roswell FO
NMNM 89175, NMNM 89176
Stipulations:
SENM-S-19 Playas and Alkali Lakes

NM-200607-030        160.000 Acres
T.0190S, R.0330E, 23 PM, NM
Sec. 033  SE;
Lea County
Carlsbad FO
NMNM 94619
Stipulations:
NM-11-LN Special Cultural Resource
SENM-S-1 Potash Stipulation
SENM-S-19 Playas and Alkali Lakes – Sec.33: W2NWSE
SENM-S-34 Zone 3 Plan of Development

NM-200607-031        200.000 Acres
T.0200S, R.0330E, 23 PM, NM
Sec. 021  NESW,SE;
Lea County
Carlsbad FO
NMNM 40405
Stipulations:
NM-11-LN Special Cultural Resource
SENM-S-1 Potash Stipulation
SENM-S-22 Prairie Chickens
SENM-S-34 Zone 3 Plan of Development

NM-200607-032        80.000 Acres
T.0200S, R.0330E, 23 PM, NM
Sec. 021  S2NW;
Lea County
Carlsbad FO
NMNM 67499
Stipulations:
NM-11-LN Special Cultural Resource
SENM-S-1 Potash Stipulation
SENM-S-22 Prairie Chickens
SENM-S-34 Zone 3 Plan of Development

NM-200607-033        1289.240 Acres
T.0140S, R.0340E, 23 PM, NM
Sec. 006  LOTS 1-7;
006  S2NE,SENW,E2SW,SE;
007  LOTS 1-4;
007  E2,E2W2;
Lea County
Carlsbad FO
NMNM 82940, NMNM 90911, NMNM 92198
Stipulations:
NM-11-LN Special Cultural Resource
SENM-S-19 Playas and Alkali Lakes
SENM-S-20 Springs, Seeps and Tanks
SENM-S-22 Prairie Chickens
NEW MEXICO PUBLIC DOMAIN – NW

NM-200604-034  160.000 Acres
T.0260N, R.0070W, 23 PM, NM
Sec. 024 SE;
Rio Arriba County
Farmington FO
NMSF 079034
Stipulations:
F-19 NSO Special Cultural Values
Sec. 24: NWSE

NM-200607-035  160.000 Acres
T.0300N, R.0160W, 23 PM, NM
Sec. 023 W2NE,SENE;
024 SWNW;
San Juan County
Farmington FO
NMNM 22596, NMNM 39911, NMNM 81855
Stipulations:
NM-11-LN Special Cultural Resource

OKLAHOMA PUBLIC DOMAIN – SE

NM-200607-039  230.000 Acres
T.0010S, R.0100E, 17 IM, OK
Sec. 033 SNWNE,N2SWNE,SESWNE;
033 W2SEN,SESEN,SENW;
033 NESEN,W2NESE,SENESE;
034 W2WNS,SENWNS,SWSS;
034 SWSW;
Coal County
Tulsa FO
OKNM 96078
Stipulations:
ORA-1 Floodplain Protection (CSU)
NM-8 Coal Reserves (Lease Notice)
WO-ESA-7 Endangered Species Act

OKLAHOMA PUBLIC DOMAIN – NE

NM-200607-040  40.000 Acres
T.0050N, R.0140E, 17 IM, OK
Sec. 033 NESE;
Pittsburg County
Tulsa FO
OKNM 36167
Stipulations:
ORA-2 Wetland/Riparian (CSU)
NM-8 Coal Reserves (Lease Notice)
WO-ESA-7 Endangered Species Act
OKLAHOMA PUBLIC DOMAIN-NW

NM-200607-041 24.970 Acres
T.0200N, R.0100W, 17 IM, OK
Sec. 026
- THE REMAINING UPLAND AC;
- TO LOT 5;
- PORTION OF LOT 9;
- SEE EXHIBIT B FOR M&B;

Major County
Tulsa FO
Stipulations:
ORA-1 Floodplain Protection (CSU)
ORA-2 Wetland/Riparian (CSU)
WO-ESA-7 Endangered Species Act

Woods County
Tulsa FO
OKNM 96106
Stipulations:
No Stipulations Attached

NM-200607-042 280.000 Acres
T.0270N, R.0130W, 17 IM, OK
Sec. 014
- NESW, N2SE;
- SENE, SENW, N2SE;

Woods County
Tulsa FO
OKNM 68090, OKNM 96101
Stipulations:
ORA-1 Floodplain Protection (CSU)
ORA-2 Wetland/Riparian (CSU)
WO-ESA-7 Endangered Species Act

NM-200607-043 32.870 Acres
T.0230N, R.0140W, 17 IM, OK
Sec. 006
- Lots 6;

Woods County
Tulsa FO
OKNM 95588
Stipulations:
No Stipulations Attached

NM-200607-044 80.000 Acres
T.0230N, R.0140W, 17 IM, OK
Sec. 018
- S2SE;

Woods County
Tulsa FO
OKNM 95588
Stipulations:
ORA-1 Floodplain Protection (CSU)
ORA-2 Wetland/Riparian (CSU)
WO-ESA-7 Endangered Species Act

NM-200607-045 40.000 Acres
T.0280N, R.0160W, 17 IM, OK
Sec. 018
- NENE;

Woods County
Tulsa FO
OKNM 96106
Stipulations:
No Stipulations Attached

NM-200607-046 12.360 Acres
T.0250N, R.0170W, 17 IM, OK
Sec. 003
- ACCR & RIPR AC TO LOT 5;
- ACCR & RIPR AC TO LOT 3;
- SEE EXHIBIT D FOR M&B W/MAP;

Woods and Woodward Counties
Tulsa FO
OKNM 96106
Stipulations:
ORA-1 Floodplain Protection (CSU)
ORA-2 Wetland/Riparian (CSU)
WO-ESA-7 Endangered Species Act

NM-200607-047 162.310 Acres
T.0280N, R.0170W, 17 IM, OK
Sec. 008
- SENE;
- SESW;
- LOTS 1;
- NENW;

Woods County
Tulsa FO
OKNM 95588
Stipulations:
ORA-1 Floodplain Protection (CSU)
ORA-2 Wetland/Riparian (CSU)
WO-ESA-7 Endangered Species Act

NM-200607-048 50.000 Acres
T.0260N, R.0180W, 17 IM, OK
Sec. 010
- SENE;

Woods County
Tulsa FO
OKNM 96106
Stipulations:
ORA-1 Floodplain Protection (CSU)
ORA-2 Wetland/Riparian (CSU)
WO-ESA-7 Endangered Species Act

NM-200607-049 40.000 Acres
T.0260N, R.0190W, 17 IM, OK
Sec. 010
- SENE;

Woods County
Tulsa FO
OKNM 96106
Stipulations:
ORA-1 Floodplain Protection (CSU)
ORA-2 Wetland/Riparian (CSU)
WO-ESA-7 Endangered Species Act

NM-200607-050 40.000 Acres
T.0270N, R.0200W, 17 IM, OK
Sec. 018
- SENE;

Woods County
Tulsa FO
OKNM 96106
Stipulations:
ORA-1 Floodplain Protection (CSU)
ORA-2 Wetland/Riparian (CSU)
WO-ESA-7 Endangered Species Act

NM-200607-051 40.000 Acres
T.0270N, R.0210W, 17 IM, OK
Sec. 018
- SENE;

Woods County
Tulsa FO
OKNM 96106
Stipulations:
ORA-1 Floodplain Protection (CSU)
ORA-2 Wetland/Riparian (CSU)
WO-ESA-7 Endangered Species Act

NM-200607-052 40.000 Acres
T.0280N, R.0200W, 17 IM, OK
Sec. 018
- SENE;

Woods County
Tulsa FO
OKNM 96106
Stipulations:
ORA-1 Floodplain Protection (CSU)
ORA-2 Wetland/Riparian (CSU)
WO-ESA-7 Endangered Species Act

NM-200607-053 40.000 Acres
T.0280N, R.0210W, 17 IM, OK
Sec. 018
- SENE;

Woods County
Tulsa FO
OKNM 96106
Stipulations:
ORA-1 Floodplain Protection (CSU)
ORA-2 Wetland/Riparian (CSU)
WO-ESA-7 Endangered Species Act

NM-200607-054 40.000 Acres
T.0290N, R.0200W, 17 IM, OK
Sec. 018
- SENE;

Woods County
Tulsa FO
OKNM 96106
Stipulations:
ORA-1 Floodplain Protection (CSU)
ORA-2 Wetland/Riparian (CSU)
WO-ESA-7 Endangered Species Act

NM-200607-055 40.000 Acres
T.0290N, R.0210W, 17 IM, OK
Sec. 018
- SENE;

Woods County
Tulsa FO
OKNM 96106
Stipulations:
ORA-1 Floodplain Protection (CSU)
ORA-2 Wetland/Riparian (CSU)
WO-ESA-7 Endangered Species Act

NM-200607-056 40.000 Acres
T.0300N, R.0200W, 17 IM, OK
Sec. 018
- SENE;

Woods County
Tulsa FO
OKNM 96106
Stipulations:
ORA-1 Floodplain Protection (CSU)
ORA-2 Wetland/Riparian (CSU)
WO-ESA-7 Endangered Species Act

NM-200607-057 40.000 Acres
T.0300N, R.0210W, 17 IM, OK
Sec. 018
- SENE;

Woods County
Tulsa FO
OKNM 96106
Stipulations:
ORA-1 Floodplain Protection (CSU)
ORA-2 Wetland/Riparian (CSU)
WO-ESA-7 Endangered Species Act

NM-200607-058 40.000 Acres
T.0310N, R.0200W, 17 IM, OK
Sec. 018
- SENE;

Woods County
Tulsa FO
OKNM 96106
Stipulations:
ORA-1 Floodplain Protection (CSU)
ORA-2 Wetland/Riparian (CSU)
WO-ESA-7 Endangered Species Act
NM-200607-048  60.000 Acres
T.0270N, R.0180W, 17 IM, OK
   Sec. 028 LOT 3;
   035 SESE;
Woods County
Tulsa FO
OKNM 96110
The successful bidder will be required to Join Communitization Agreement OKNM 74597 prior to lease issuance.
Operator:
XTO Energy
810 Houston St #2000
Fort Worth, TX  76102-6298
(405)232-4011
Stipulations:
ORA-1 Floodplain Protection (CSU)
ORA-2 Wetland/Riparian (CSU)
ORA-5 LPC Lesser Prairie Chicken
WO-ESA-7 Endangered Species Act

NM-200607-049  40.000 Acres
T.0140N, R.0210W, 17 IM, OK
   Sec. 010 SENE;
Roger Mills County
Tulsa FO
OKNM 97258
Stipulations:
No Stipulations Attached

NM-200607-050  117.350 Acres
T.0160N, R.0220W, 17 IM, OK
   Sec. 017 LOT 1;
   017 SESW,NWSE;
   018 LOT 2;
Roger Mills and Ellis Counties
Tulsa FO
OKNM 94560, OKNM 94561, OKNM 94562
Stipulations:
ORA-1 Floodplain Protection (CSU)
ORA-2 Wetland/Riparian (CSU)

NM-200607-051  322.300 Acres
T.0060N, R.0250W, 17 IM, OK
   Sec. 001 LOTS 2-4;
   001 SENE,SW,NESE;
Greer County
Tulsa FO
OKNM 69610, OKNM 70241
Stipulations:
No Stipulations Attached

NM-200607-052  400.000 Acres
T.0060N, R.0250W, 17 IM, OK
   Sec. 012 W2NE,E2NW,S2SW,SE;
Greer County
Tulsa FO
OKNM 70241
Stipulations:
No Stipulations Attached

NM-200607-053  80.000 Acres
T.0060N, R.0250W, 17 IM, OK
   Sec. 014 SENE,NENW;
Greer County
Tulsa FO
Stipulations:
No Stipulations Attached

NM-200607-054  40.050 Acres
T.0170N, R.0250W, 17 IM, OK
   Sec. 031 LOT 4;
Roger Mills County
Tulsa FO
OKNM 93521
Stipulations:
No Stipulations Attached

NM-200607-055  40.000 Acres
T.0180N, R.0250W, 17 IM, OK
   Sec. 034 NESE;
Roger Mills County
Tulsa FO
OKNM 30120
Stipulations:
ORA-5 LPC Lesser Prairie Chicken
NM-200607-056 188.840 Acres
T.0160N, R.0260W, 17 IM, OK
Sec. 005 LOTS 6,7;
005 ACCR & RIPR AC TO LOTS 6,7;
006 LOT 1;
SEE EXHIBIT C FOR M&B W/MAP;
Roger Mills and Ellis Counties
Tulsa FO
OKNM 19633, OKNM 23556
Stipulations:
ORA-1 Floodplain Protection (CSU)
ORA-2 Wetland/Riparian (CSU)
WO-ESA-7 Endangered Species Act

NM-200607-057 1115.600 Acres
T.0030N, R.0230E, 17 IM, OK
Sec. 002 LOTS 3,4;
002 S2NW;
004 SW;
005 LOTS 1-4;
005 S2N2;
006 LOTS 1-5;
006 S2NE,SENW,SE;
Le Flore County
Tulsa FO
OKNM 96079
OUACHITA NATIONAL FOREST
Stipulations:
FS-1
FS8(OK)CSU#1 SECS. 2,4,5
FS8(OK)CSU#1A SECS.2,4,5
FS8(OK)LN#3
FS8(OK)LN#4

NM-200607-058 1396.150 Acres
T.0030N, R.0230E, 17 IM, OK
Sec. 007 LOTS 1-3;
007 L4 EXCEPT .17 AC;
007 NE,E2W2,SESE;
017 N2NE,SWNE,NW,N2SW,SE;
018 E2,SESW,E2NESW;
Le Flore County
Tulsa FO
OKNM 96080
OUACHITA NATIONAL FOREST
Stipulations:
FS-1
FS8(OK)CSU#1
FS8(OK)LN#3
FS8(OK)LN#4

NM-200607-059 1400.000 Acres
T.0030N, R.0230E, 17 IM, OK
Sec. 025 N2;
026 ALL;
027 E2NE;
027 N2NWNE,SENWNE,NESWNE;
028 N2;
Le Flore County
Tulsa FO
OKNM 96082
OUACHITA NATIONAL FOREST
Stipulations:
FS-1
FS8(OK)LN#3
FS8(OK)LN#4

NM-200607-060 1040.000 Acres
T.0030N, R.0240E, 17 IM, OK
Sec. 001 E2SW;
002 S2NW;
011 W2,N2SE;
012 W2,SE;
Le Flore County
Tulsa FO
OKNM 96083
OUACHITA NATIONAL FOREST
US OWNS 50% MINERAL INTEREST-SEC.1
Stipulations:
FS-1
FS8(OK)CSU#1A
FS8(OK)CSU#1B
FS8(OK)CSU#1C -SEC.12
FS8(OK)LN#3
FS8(OK)LN#4

NM-200607-061 1560.000 Acres
T.0030N, R.0240E, 17 IM, OK
Sec. 003 SW;
004 S2;
009 NE,NWWN,S2;
010 NE,W2NW,SENW,SW,N2SE;
010 SESE;
Le Flore County
Tulsa FO
OKNM 96084
OUACHITA NATIONAL FOREST
Stipulations:
FS-1
FS8(OK)CSU#1A
FS8(OK)CSU#1B
FS8(OK)CSU#1C-SEC.10
FS8(OK)LN#3
FS8(OK)LN#4
NM-200607-062        1470.500 Acres
T.0030N, R.0240E, 17 IM, OK
Sec. 005 LOTS 1,2;
  005 S2NE,N2SW,SWSW;
  006 LOTS 6,7;
  006 E2SW,SE;
  007 LOTS 1,2;
  007 NE,E2NW;
  008 W2NENE,N2SENE,SWSENE;
  008 SWNE,W2,SE;

Le Flore County
Tulsa FO
OKNM 96085
OUACHITA NATIONAL FOREST
Stipulations:
FS-1
FS8(OK)CSU#1A
FS8(OK)CSU#1B
FS8(OK)LN#3
FS8(OK)LN#4

NM-200607-063        1440.000 Acres
T.0030N, R.0240E, 17 IM, OK
Sec. 013 NE,E2NW,S2;
  014 N2,SE;
  024 NE,SW,S2SE;

Le Flore County
Tulsa FO
OKNM 96086
OUACHITA NATIONAL FOREST
Stipulations:
FS-1
FS8(OK)CSU#1A
FS8(OK)LN#3
FS8(OK)LN#4

NM-200607-064        617.030 Acres
T.0030N, R.0240E, 17 IM, OK
Sec. 018 LOTS 1-4;
  018 E2W2;
  019 N2 OF LOT 1;
  019 N2NENW;
  020 NE,NWNW,S2NW;

Le Flore County
Tulsa FO
OKNM 96087
OUACHITA NATIONAL FOREST
Stipulations:
FS-1
FS8(OK)CSU#1A
FS8(OK)CSU#1B
FS8(OK)LN#3
FS8(OK)LN#4

NM-200607-065        760.000 Acres
T.0030N, R.0240E, 17 IM, OK
Sec. 021 W2;
  022 SENE,N2SE;
  023 NW,SE;

Le Flore County
Tulsa FO
OKNM 96088
OUACHITA NATIONAL FOREST
Stipulations:
FS-1
FS8(OK)CSU#1A
FS8(OK)CSU#1C
FS8(OK)LN#3
FS8(OK)LN#4

NM-200607-066        1000.000 Acres
T.0030N, R.0240E, 17 IM, OK
Sec. 025 E2NE,SE;
  034 N2NE,NENW;
  036 ALL;

Le Flore County
Tulsa FO
OKNM 96089
OUACHITA NATIONAL FOREST
Stipulations:
FS-1
FS8(OK)CSU#1C,
FS8(OK)CSU#1B
FS8(OK)LN#3
FS8(OK)LN#4

NM-200607-067        444.970 Acres
T.0030N, R.0240E, 17 IM, OK
Sec. 029 NENE,S2NE,E2NW,NESW,NWSE;
  029 SENWNE;
  030 LOT 2;
  030 W2NE,SENE;

Le Flore County
Tulsa FO
OKNM 96090
OUACHITA NATIONAL FOREST
Stipulations:
FS-1
FS8(OK)LN#3
FS8(OK)LN#4
NM-200607-068        761.470 Acres
T.0020N, R.0250E, 17 IM, OK
Sec. 002  LOTS 1,2;
        002  S2NE,SE;
        011  E2;
        014  N2NE,NENW;
Le Flore County
Tulsa FO
OKNM 60076, OKNM 66291, OKNM 86010
QUACHITA NATIONAL FOREST
Stipulations:
FS-1
FS8(OK)CSU#1
FS8(OK)LN#3
FS8(OK)LN#4

NM-200607-069        1965.000 Acres
T.0020N, R.0250E, 17 IM, OK
Sec. 013  NE,N2NW,N2SENW;
        013  N2N2S2SENW;
        022  S2NENW,S2NW,S2;
        023  ALL;
        024  ALL;
Le Flore County
Tulsa FO
OKNM 60076
QUACHITA NATIONAL FOREST
Stipulations:
FS-1
FS8(OK)CSU#1
FS8(OK)LN#3
FS8(OK)LN#4

NM-200607-070        640.000 Acres
T.0040N, R.0250E, 17 IM, OK
Sec. 023  NW;
        026  NNNW,S2NW,SW;
        035  N2N2NW,SW;
Le Flore County
Tulsa FO
OKNM 37337, OKNM 80661, OKNM 83130
QUACHITA NATIONAL FOREST
Stipulations:
FS-1
FS8(OK)CSU#1A–SEC.35
FS8(OK)LN#3
FS8(OK)LN#4

NM-200607-071        440.000 Acres
T.0010N, R.0260E, 17 IM, OK
Sec. 025  S2NW,NWSW,E2SW;
        026  W2NE,SE;
Le Flore County
Tulsa FO
OKNM 85969
QUACHITA NATIONAL FOREST
Stipulations:
FS-1
FS8(OK)LN#3
FS8(OK)LN#4

NM-200607-072        1518.840 Acres
T.0030N, R.0260E, 17 IM, OK
Sec. 019  LOTS 1-4;
        019  NE,E2W2;
        020  E2NE,W2,NWSE;
        021  SENE,W2E2,W2,E2SE;
Le Flore County
Tulsa FO
OKNM 57022, OKNM 64043, OKNM 69198,
OKNM 86193, OKNM 86194
QUACHITA NATIONAL FOREST
35% MINERAL INTEREST – Sec.20: E2NE,W2
50% MINERAL INTEREST – SEC.20: NWSE;
SEC.21: SENE,W2E2,W2,E2SE
Stipulations:
FS-1
FS8(OK)CSU#1A –SECS.19&21
FS8(OK)LN#3
FS8(OK)LN#4
NM-200607-073 1360.880 Acres
T.0010N, R.0270E, 17 IM, OK
Sec. 028 E2,N2NW,SENW;
029 N2,SW,N2SE,SWSE;
030 LOTS 3,4;
030 E2SW,SE;
Le Flore County
Tulsa FO
OKNM 85972
QUACHITA NATIONAL FOREST
Stipulations:
FS-1
FS8(OK)LN#3
FS8(OK)LN#4

OKLAHOMA ACQUIRED - NW

NM-200607-074 70.000 Acres
T.0130N, R.0190W, 17 IM, OK
Sec. 021 SWSW;
021 SENESW,W2SESW;
Custer County
Tulsa FO
BUREAU OF RECLAMATION
FOSS DAM
OKNM 31661-A
Stipulations:
BOR(GP-135)
BOR-GS

NM-200607-075 80.000 Acres
T.0220N, R.0250W, 17 IM, OK
Sec. 035 N2NW;
Ellis County
Tulsa FO
OKNM 94881
50% MINERAL INTEREST
Stipulations:
ORA-5 LPC Lesser Prairie Chicken

TEXAS ACQUIRED

NM-200607-076 822.760 Acres
TX TR K-1-II PARCEL #3, K-1-X;
SEE EXHIBIT E FOR M&B W/MAP;
Houston County
Tulsa FO
DAVY CROCKETT NATIONAL FOREST
TXNM 94158
Stipulations:
FS-1
FS8(TX)CSU#1A
FS8(TX)CSU#1J
QUAD NO. 3195131

NM-200607-077 81.000 Acres
TX TR K-88;
SEE EXHIBIT F FOR M&B W/MAP;
Houston County
Tulsa FO
DAVY CROCKETT NATIONAL FOREST
Stipulations:
FS-1
FS8(TX)CSU#1A
FS8(TX)CSU#1J
QUAD NO. 3195142

NM-200607-078 160.000 Acres
TX TR K-61, K-61-I;
SEE EXHIBIT G FOR M&B W/MAP;
Houston County
Tulsa FO
DAVY CROCKETT NATIONAL FOREST
TXNM 53408
Stipulations:
FS-1
FS8(TX)CSU#1A
FS8(TX)CSU#1J
QUAD NO. 3195142
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<td>TX TR K-1r (94.00 AC); TR K-2Ab, K-2Ab-I; TR K-2Ac, K-2Ac-I; <a href="#">Exhibit N</a></td>
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<td>Quad Nos. 3195142, 3195113</td>
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NM-200607-086  852.850 Acres
   TX TR K-1-V PARCEL #3;
   SEE EXHIBIT O FOR M&B W/MAP;
Houston County
Tulsa FO
DAVY CROCKETT NATIONAL FOREST
TXNM 19769
Stipulations:
FS-1
FS8(TX)CSU#1A
FS8(TX)CSU#1B
FS8(TX)CSU#1J
QUAD NO. 3195142

Number of Parcels - 86
Total Acreage - 54,915.88
Total number of Parcels with
Presale Offers - 0
Parcel Number of Parcels with
Presale Offers - 0
Total Acreage With Presale Offers - 0

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

T 05 S - R 01 E
Carter County, Oklahoma
Sec. 14: 36.00 acres

Sec. 14: W2W2SWNE, E2E2SENW, E2W2NESENW, and a tract of land 40’ wide, the center line beginning at a point on the East line of the W2W2SWNE 660’ from Northeast corner;

Thence N 68° East 375’;
Thence N 23° East 555’ containing .85 acres, and a strip of land beginning at a point on East-West center line of Section 14, 50’ East of Center of Section;
Thence South 24° 15’ East 2900’ to South line of Section;
Thence East along Section line 190’;
Thence North 24° 15’ West 2900’ to East-West center line;
Thence West along East-West Center line 190’ to place of BEGINNING, containing 36.00 total acres.
METES AND BOUNDS DESCRIPTION
OF THE REMAINING UPLAND ACREAGE
TO LOT 5, SECTION 26, T20N – R10W,
NOT INCLUDED IN BLM LEASE OKNM 0273374
LOCATED ALONG THE CIMARRON RIVER,
MAJOR COUNTY, OKLAHOMA
Described as follows:

BEGINNING at a point South 00°06’00” East a distance of 2,180.31 feet from
an Iron Rod at the Northeast corner of Section 26, T20 N – R 10 W, said
point also being North 00°06’00” West a distance of 184.14 feet from the
ancient meander corner of the Southwesterly ancient bank of a G.L.O.
island between Sections 25 and 26, T20N – R10W, Major County,
Oklahoma;

THENCE along the East line of said Section 26 and the Westerly boundary
of existing BLM lease OKNM 0273374, North 00°06’00” West a distance of
630.30 feet to the ancient meander corner on the Northeasterly ancient
bank of a G.L.O. island between Sections 25 and 26;

THENCE along the adjusted ancient bank of said G.L.O. island and the
Westerly boundary of existing BLM lease OKNM 0273374, North 18°04’00”
West a distance of 248.82 feet to the Northeast corner of said Lot 5;

THENCE along the North line of said Lot 5, North 89°53’00” West a distance
of 2035.11 feet to the Northwest corner of Lot 5;

THENCE along the adjusted ancient bank of said G.L.O. island and the
Northeasterly boundary of existing BLM lease OKNM 0273374 the following
courses and distances:

South 61°51’00” East a distance of 772.20 feet;
South 66°22’00” East a distance of 1285.02 feet
to a point on the 1937 left bank;

THENCE along the 1937 left bank the following courses and distances:

South 83°38’00” East a distance of 73.26 feet;
North 84°55’00” East a distance of 182.82 feet
to the POINT OF BEGINNING, and containing
24.48 acres of land more or less.
METES AND BOUNDS DESCRIPTION OF THAT PORTION OF LOT 9, SECTION 26, T20N-R10W, NOT INCLUDED IN BLM LEASE OKNM 0273374 LOCATED ALONG THE CIMARRON RIVER, MAJOR COUNTY, OKLAHOMA
Described as follows:

BEGINNING at the ancient meander corner on the ancient West bank of a G.L.O. island between Sections 25 and 26, said point being South 00°06’00” East a distance of 2364.45 feet from an Iron Rod at the Northeast corner of Section 26, T20N – R10W, Major County, Oklahoma;

THENCE along the adjusted ancient bank of a G.L.O. island and the Northeasterly boundary of existing BLM lease OKNM 0273374 the following courses and distances:

North 54°10’00” West a distance of 281.82 feet;
North 66°22’00” West a distance of 28.38 feet to the intersection of the ancient bank of a G.L.O. island and the 1937 left bank;

THENCE along the 1937 left bank the following courses and distances:

South 83°38’00” East a distance of 73.26 feet;
North 84°55’00” East a distance of 182.82 feet to a point on the East line of said Section 26, said point also being a point on the Westerly boundary of said existing BLM lease, OKNM 0273374;

THENCE along the East line of said Section 26 and the Westerly boundary of said existing BLM lease, South 00°06’00” East a distance of 184.14 feet to the POINT OF BEGINNING, and containing 0.49 acres of land more or less.
METES AND BOUNDS DESCRIPTION
OF LOT 7(34.75 ACRES) AND
THE ACCRETION AND RIPARIAN ACREAGE
TO LOT 7, SECTION 5, T 16 N - R 26 W
LOCATED ALONG THE CANADIAN RIVER,
ELLIS COUNTY, OKLAHOMA

Beginning at THE ANCIENT MEANDER CORNER ON THE ANCIENT LEFT
BANK BETWEEN Sections 5 and 6, said point also being the Southwest corner
of Section 5, T 16 N - R. 26 W, Ellis County, Oklahoma;

Thence along the adjusted ancient left bank the following courses and
distances:

North 59° 55’ 53” East a distance of 1880.48 feet;
 North 34° 57’ 19’’ East a distance of 460.96 feet to the Northeast
corner of said lot 7;

Thence South 21° 17’ 20” East a distance of 1264.85 feet to a proportional
point on the 2005 left bank;

Thence South 11° 20’ 16” West a distance of 45.30 feet to a point on the 2005
medial line;

Thence along the 2005 medial line the following courses and distances:

North 78° 39’ 44” West a distance of 66.17 feet;
 North 78° 49’ 28” West a distance of 56.46 feet;
 North 58° 06’ 22” West a distance of 87.75 feet;
 North 66° 07’ 39” West a distance of 130.65 feet;
 North 75° 57’ 58” West a distance of 114.72 feet;
 North 62° 45’ 57” West a distance of 89.46 feet;
 North 62° 45’ 58” West a distance of 97.33 feet;
 North 80° 14’ 44” West a distance of 197.88 feet;
 North 79° 15’ 06” West a distance of 152.78 feet;
 South 75° 31’ 57” West a distance of 124.78 feet;
 South 56° 27’ 55” West a distance of 78.61 feet;
 South 56° 59’ 21” West a distance of 87.59 feet;
 South 30° 23’ 17” West a distance of 112.70 feet;
 South 43° 58’ 13” West a distance of 117.54 feet;
 South 16° 21’ 27” West a distance of 203.86 feet;
 South 29° 42’ 08” West a distance 172.85 feet;
 South 25° 59’ 59” West a distance of 145.68 feet;
South 44° 16’ 51” West a distance of 155.58 feet;  
South 46° 32’ 47” West a distance of 88.76 feet;  
South 26° 15’ 54” West a distance of 85.50 feet;  
South 33° 11’ 23” West a distance of 91.89 feet;  
South 41° 14’ 00” West a distance of 127.43 feet to a point;  

Thence North 48° 46’ 00” West a distance of 48.38 feet to a proportional point on the 2005 left bank;  

Thence North 28° 20’ 50” West a distance of 880.85 feet to the POINT OF BEGINNING, and containing 33.70 acres of land more or less.  

Total in Lot 7 Section 5 is 68.45 acres of land more or less.
METES AND BOUNDS DESCRIPTION
OF LOT 6(32.00 ACRES) AND THE
ACCRETION AND RIPARIAN ACREAGE
TO LOT 6, SECTION 5, T 16 N - R 26 W
LOCATED ALONG THE CANADIAN RIVER,
ELLIS COUNTY, OKLAHOMA

Beginning at the Southwest corner of Lot 6, said point being North 00° 00’ 00”
East a distance of 1320.00 feet and South 90° 00’ 00” East a distance of 1891.47
feet from an Iron Rod with cap at the ancient meander corner on the ancient left
bank between Sections 5 and 6, said point also being the Southwest corner of
Section 5, T 16 N - R 26 W, Ellis County, Oklahoma;

Thence along the adjusted ancient left bank the following courses and distances:

North 34° 57’ 19” East a distance of 872.66 feet;
North 45° 25’ 04” East a distance of 349.06 feet to a point
on the East line of said Lot 6;

Thence South 25° 10’ 46” East a distance of 1942.69 feet to a proportional
point on the 2005 left bank;

Thence South 35° 03’ 50” East a distance of 77.81 feet to a point on the 2005
medial line;

Thence along the 2005 medial line the following courses and distances:

South 54° 56’ 10” West a distance of 94.72 feet;
South 39° 51’ 01” West a distance of 47.33 feet;
South 40° 39’ 29” West a distance of 177.83 feet;
South 36° 01’ 40” West a distance of 150.06 feet
South 49° 05’ 07” West a distance of 94.46 feet;
South 43° 34’ 01” West a distance of 95.26 feet;
South 75° 22’ 04” West a distance of 90.42 feet;
South 89° 34’ 05” West a distance of 85.78 feet;
South 86° 32’ 22” West a distance of 80.39 feet;
North 78° 39’ 44” West a distance of 68.71 feet to a point;

Thence North 11° 20’ 16” East a distance of 45.30 feet to a proportional point on the 2005 left bank;

Thence North 21° 17’ 20” West a distance of 1264.85 feet to the POINT OF BEGINNING, and containing 48.39 acres of land more or less.

Total in Lot 6 of Section 5 is 80.39 acres of land more or less.
METES AND BOUNDS DESCRIPTION
OF THE ACCRETION AND RIPARIAN ACREAGE
TO LOT 3, SECTION 9, T 25 N - R 17 W,
NOT INCLUDED IN BLM LEASE OKNM 0116714
LOCATED ALONG THE CIMARRON RIVER,
WOODWARD COUNTY, OKLAHOMA

Beginning at the intersection of the 2005 right bank and the Northerly boundary of existing BLM lease OKNM 0116714, said point being North 02 Degrees 32’ 21” East a distance of 2952.12 feet from the ancient meander corner on the ancient right bank between Sections 9 and 16, T 25 N - R 17 W., Woodward County, Oklahoma;

Thence North 47 Degrees 34’ 39” East a distance of 455.42 feet to a point on the 2005 medial line;

Thence along the 2005 medial line the following courses and distances:

South 42° 25’ 20” East a distance of 75.50 feet;
South 47° 52’ 57” East a distance of 56.21 feet to intersection of the 2005 medial line and the Easterly boundary of said existing BLM lease;

Thence along the said existing BLM lease, South 63° 30’ 00” West a distance of 479.16 feet to the POINT OF BEGINNING, and containing 0.68 acres of land more or less.
METES AND BOUNDS DESCRIPTION
OF THE ACCRETION AND RIPARIAN ACREAGE
TO LOT 3, SECTION 9, T 25 N - R 17 W
NOT INCLUDED IN BLM LEASE OKNM 116714
LOCATED ALONG THE CIMARRON RIVER,
WOODWARD COUNTY, OKLAHOMA

Beginning at the intersection of the 2005 right bank and the Southerly boundary of existing BLM lease OKNM 0116714, said point being North 24° 48’ 48” East a distance of 1943.46 feet from the ancient meander corner on the ancient right bank between Sections 9 and 16, T 25 N – R 17 W, Woodward County, Oklahoma;

Thence along the Southerly boundary of said BLM lease, North 63° 30’ 00” East a distance of 475.89 feet to intersection of the 2005 medial line and the Southerly boundary of said existing BLM lease;

Thence along the 2005 medial line, South 06° 00’ 21” East a distance of 165.49 feet to a point;

Thence South 83° 51’ 02” West a distance of 445.78 feet to the POINT OF BEGINNING, and containing 0.85 acres of land more or less.
METES AND BOUNDS DESCRIPTION
OF THE ACCRETION AND RIPARIAN ACREAGE
TO LOT 5, SECTION 3, T 25 N - R 17 W
NOT INCLUDED IN BLM LEASE OKNM 0116714,
LOCATED ALONG THE CIMARRON RIVER,
WOODS COUNTY, OKLAHOMA

Beginning at the most Southerly corner of said existing BLM lease OKNM 0116714, said point being South 53° 29’ 55” West a distance of 1570.80 feet from the ancient meander corner on the ancient left bank between Sections 3 and 10, being the SW corner of Lot 5, Section 3, T 25 N - R 17 W, Woods County, Oklahoma;

Thence continuing South 53° 29’ 55” West a distance of 22.02 feet to a proportional point on the 2005 left bank;

Thence South 41° 09’ 39” West a distance of 288.10 feet to a point on the 2005 medial line;

Thence along the 2005 medial line the following courses and distances:

   North 48° 50’ 23” West a distance of 283.31 feet;
   North 47° 38’ 11” West a distance of 831.99 feet;

Thence North 41° 46’ 21” East a distance of 300.28 feet to a proportional point on the 2005 left bank;

Thence North 57° 06’ 16” East a distance of 260.31 feet to a point on the Westerly boundary of said existing BLM lease;

Thence along said existing BLM lease the following courses and distances:

   South 32° 00’ 00” East a distance of 371.13 feet;
   South 36° 30’ 00” East a distance of 706.20 feet to the POINT OF BEGINNING, and containing 10.83 acres of land more or less.
All that certain tract or parcel of land lying and being in Houston County, Texas, on the waters of Piney Creek, a tributary of the Neches River, and White Rock Creek, a tributary of Trinity River, embracing in whole or in part the following patented surveys: F. M. Beckham Survey, A-225, dated September 6, 1883; Thomas Barrett Survey, A-1261, dated July 9, 1901; Orange Boston Survey, A-1200, dated May 3, 1888; and Calvin C. Robinett Survey, A-871, dated September 24, 1873, identified herein as Tract K-1-II Parcel #3. Tract K-1-II Parcel #3 contains 818.96 acres, more or less, and is described as follows for mineral leasing purposes. Tract K-1-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 to include any lands within any adjacent issued Bureau of Land Management (BLM) leases or private lands.

Beginning at Corner 29 of Forest Service Tract K-1-II, the third corner of the Henry Rentfrow Survey, A-896, the eleventh corner of the A. MacTavish Survey, A-1351, and the beginning corner of the F. M. Beckham Survey, A-225, a stake witnessed by old marked bearing trees;

Thence West, common to the F. M. Beckham and Henry Rentfrow Surveys, 36.10 chains to Corner 30 of Tract K-1-II, the fifth corner of the F. M. Beckham Survey and the fifth corner of the J. H. Green Survey, A-1218;

Thence N 00° 45' W, common the Green and Beckham Surveys, 39.40 chains to Corner 31 of Tract K-1-II, the fourth corner of the J. H. Green Survey and the beginning corner of the Orange Boston Survey, A-1200;

Thence N 89° 30' W, common to the J. H. Green and Orange Boston Surveys, 28.20 chains to Corner 32 of Tract K-1-II, the third corner of the J. H. Green Survey and the second corner of the Orange Boston Survey;


Thence S 65° 45' W, with F.S. Tract K-1-X, common to the Robert H. Rentfro Survey within the Calvin C. Robinett Survey, 14.10 chains to Corner 34 of Tract K-1-II, common
to corner 2 of F.S. Tract K-1-X, the beginning corner of the Calvin C. Robinett Survey
and the eighth corner of the George W. Hallmark Survey, A-41;

Thence N 24° 30' W, common to the Calvin C. Robinett and George W. Hallmark
Surveys, 22.30 chains to Corner 35 of Tract K-1-II, the second corner of the Calvin C.
Robinett Survey and the third corner of the James W. Moore Survey, A-771;

Thence N 65° 00’ E, common to the Calvin C. Robinett and James W. Moore Surveys,
17.90 chains to Corner 36 of Tract K-1-II, the third corner of the Calvin C. Robinett
Survey and the second corner of the James W. Moore Survey;

Thence, across Tract K-1-II within the Calvin C. Robinett Survey and along the southern
line of an issued Bureau of Land Management lease, a calculated bearing and distance of
S 89° 36' 26" E, 118.38 chains to a point for corner of Tract K-1-II Parcel #3;

Thence, across Tract K-1-II in part within the Calvin C. Robinett Survey and the Orange
Boston Survey and the along east line of the Thomas Barrett Survey, A-1261, a
calculated bearing and distance of S 00° 30' W, 71.50 chains to a point for corner of Tract
K-1-II Parcel #3, said point common to Corner 3 of Exception No. 1 of Tract K-1-II, also
known as F.S. Tract K-24d;

Thence West, common to the Thomas Barrett Survey and Heirs of Harry Lockey Survey,
A-699, 40.90 chains to a point for corner of Tract K-1-II Parcel #3, common to Corner 2
of Exception No. 1 of Tract K-1-II, also known as Tract K-24d;

Thence S 00° 45’ E, common to the Heirs of Harry Lockey Survey and the F. M.
Beckham Survey, A-225, 11.50 chains to a point for corner of Tract K-1-II Parcel #3,
common to Corner 1 of Exception No. 1 of Tract K-1-II, also known as Tract K-24d;

Thence West, across Tract K-1-II and common to the F. M. Beckham Survey and the A.
MacTavish Survey, A-1351, a calculated distance of 6.50 chains to the point of
beginning, containing 818.96 acres, more or less.
DESCRIPTION FOR MINERAL LEASING OF 
TRACT K-1-X 
DAVY CROCKETT NATIONAL FOREST 
HOUSTON COUNTY, TEXAS 
3.80 ACRES

All of Tract K-1-X lying and being a being part of the Robert H. Rentfro Survey, A-1189, dated May 5, 1886, lap into the Calvin C. Robinett Survey, A-871, dated September 24, 1873, herein described for mineral leasing purposes. Tract K-1-X 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, and contains 3.80 acres, be the same, more or less. It is not the intent of this description to include any lands within any adjacent issued Bureau of Land Management (BLM) leases or private lands.


Thence N 89° 45' W, common to the Calvin C. Robinett Survey and within the Robert H. Rentfro Survey, 12.70 chains to corner 2 of Tract K-1-X, common to Corner 34 of Tract K-1-II, the beginning corner of the Calvin C. Robinett Survey and the eighth corner of the George W. Hallmark Survey;

Thence N 65° 45' E, common to the Robert H. Rentfro Survey and within the Calvin C. Robinett Survey, 14.10 chains to corner 3 of Tract K-1-X, common to Corner 33 of Tract K-1-II;

Thence S 00° 30' W, common to the Robert H. Rentfro Survey and within the Calvin C. Robinett Survey 6.00 chains to the place of beginning, containing 3.80 acres, be the same more or less.
DESCRIPTION FOR MINERAL LEASING OF
TRACT K-88
DAVY CROCKETT NATIONAL FOREST
HOUSTON COUNTY, TEXAS
81.00 ACRES

All that certain tract or parcel of land lying and being in Houston County, Texas, on the head waters of Piney Creek, a tributary of the Neches River, embracing in part the Stephen Stubblefield patented Survey, A-937, dated June 18, 1859, containing 81.00 acres, more or less, described as follows for mineral leasing purposes only. Tract K-88 was acquired from Thompson Brothers Lumber Company by deed dated October 10, 1940 and recorded in Volume 204 Page 23 et seq, Deed Records, Houston County, Texas. It is not the intent of this description to include any lands within any adjacent issued Bureau of Land Management (BLM) leases or private lands.

Beginning at corner 1 of Tract K-88, identical with corner 1 Exception No. 2 of Forest Service Tract K-1-III, the beginning corner of the said Stephen Stubblefield Survey, and the fifth corner of the Stephen Stubblefield Survey, A-972, a F.S. standard concrete post marked K-389, witnessed by old marked bearing trees and scribed bearing trees.

Thence S 00° 15' W, with said Tract K-1-III, common to the Stephen Stubblefield Surveys, A-937 and A-972, 20.30 chains to corner 2 of Tract K-88;

Thence S 89° 30' W, within the Stephen Stubblefield Survey, A-937, 40.00 chains to corner 3 of Tract K-88;


Thence N 89° 30' E, with said Tract K-1-III and line 4-1 of said Exception No. 2, 40.00 chains to the place of beginning, containing 81.00 acres, be the same, more or less.
DESCRIPTION FOR MINERAL LEASING OF
TRACT K-61 and K-61-I
DAVY CROCKETT NATIONAL FOREST
HOUSTON COUNTY, TEXAS
150.50 ACRES AND 9.50 ACRES, RESPECTIVELY

All those certain tracts or parcels of land lying and being in Houston County, Texas, on
the waters of Piney Creek, a tributary of Neches River, embracing the entire D. F.
Dominy patented Survey, A-1341, dated May 14, 1907. Tract K-61 contains 150.50
acres, more or less, and Tract K-61-I contains 9.50 acres, more or less, described as
follows for mineral leasing purposes only. Both tracts were acquired from Kenley &
Mills by Judgment dated 9/25/1941, and recorded in Volume 208, Page 543 et seq., Deed
Records, Houston County, Texas. It is not the intent of this description to include any
lands within any adjacent issued Bureau of Land Management (BLM) leases or private
lands.

**Tract K-61, 150.50 acres:** Beginning at corner 1 of Tract K-61, common to corner 95 of
U.S. Forest Service Tract K-1-II, identical with the third corner of the D. F. Dominy
Survey and the beginning corner of the Gabriel Gonzales Survey, A-463, a Forest Service
standard concrete post marked K-330, witnessed by old marked bearing trees;

Thence N 00° 15' E, with Tract K-1-II, common to the D. F. Dominy and Gabriel
Gonzales Surveys, 40.20 chains to corner 2 of Tract K-61, identical with corner 6 of F.S.
Tract K-61-I, the fourth corner of the said Dominy Survey, and the second corner of the
C. C. Stubblefield Survey, A-1255;

Thence four lines with said F.S. Tract K-61-I, passing in line corners 5, 4, and 3 thereof,
within the said Dominy Survey:

- S 87° 30' E, 18.40 chains to corner 3 of Tract K-61;
- S 89° 15' E, 11.32 chains to corner 4 of Tract K-61;
- S 09° 00' E, 7.45 chains to corner 5 of Tract K-61;
- N 87° 45' E, 9.50 chains to corner 6 of Tract K-61,
  identical with corner 2 of F.S. Tract K-61-I, on the
  common boundary of the D. F. Dominy Survey and
  the Blake Carlton Survey, A-275, a stake on the west
  right-of-way line of a road;
Thence S 01° 15’ W, common to the D. F. Dominy and Blake Carlton Surveys, 20.20 chains to corner 7 of Tract K-61, identical with corner 17 of F.S. Tract K-1-V, an iron pipe witnessed by old marked bearing trees;

Thence S 00° 45’ E, with said F.S. Tract K-1-V, 11.50 chains to corner 8 of Tract K-61, identical with corner 96 of F.S. Tract K-1-II;

Thence S 89° 15’ W, with said F.S. Tract K-1-II, 40.10 chains to the place of beginning, containing 150.50 acres, be the same, more or less.


THENCE S 01° 15’ W, common to the D. F. Dominy Survey and the Blake Carleton Survey, A-275, 7.80 chains to corner 2 of Tract K-61-I, identical with corner 6 of F.S. Tract K-61,

THENCE four lines within the said Dominy Survey and common to F.S. Tract K-61:

- S 87° 45’ W, 9.50 chains to corner 3 of Tract K-61-I;
- N 09° 00’ W, 7.45 chains to corner 4 of Tract K-61-I;
- N 89° 15’ W, 11.32 chains to corner 5 of Tract K-61-I;
- N 87° 30’ W, 18.40 chains to corner 6 of Tract K-61-I, identical with corner 2 of F.S. Tract K-61;

Thence S 89° 45’ E, common to said Dominy and Stubblefield Surveys, 40.50 chains to the place of beginning, containing 9.50 acres, be the same, more or less.
DESCRIPTION FOR MINERAL LEASING OF
TRACT K-54
DAVY CROCKETT NATIONAL FOREST
HOUSTON COUNTY, TEXAS
30.00 ACRES

All that certain tract or parcel of land lying and being in Houston County, Texas, on the
waters of Dickey Creek, a tributary of Cochino Bayou and the Neches River, lying
wholly within the David Childers patented Survey, A-263, dated June 17, 1859,
containing 30.00 acres, more or less, described as follows for mineral leasing purposes
only. Tract K-54 was acquired from First National Bank of Groveton, dated August 8,
1941, and recorded in Volume 206, Page 511 et seq., Deed Records, Houston County,
Texas. It is not the intent of this description to include any lands within any adjacent
issued Bureau of Land Management (BLM) leases or private lands.

BEGINNING at corner 1 of Tract K-54, on the easterly line of the David Childers
Survey, a stake witnessed by old bearing trees. From this corner, the third corner of the
David Childers Survey bears South, 29.06 chains distant;

THENCE West, within the David Childers Survey, 16.00 chains to corner 2 of Tract K-
54, a stake witnessed by scribed bearing trees;

THENCE North, within the David Childers Survey, 18.83 chains to corner 3 of Tract K-
54, a stake witnessed by scribed bearing trees;

THENCE East, within the David Childers Survey, 16.00 chains to corner 4 of Tract K-
54;

THENCE South, with the lands of Forest Service Tract K-1-I, common to the David
Childers Survey and the Sydney Smith Heirs Survey, A-963, 18.83 chains to the place of
beginning, containing 30 acres, be the same, more or less.
DESCRIPTION FOR MINERAL LEASING OF
TRACT K-36
DAVY CROCKETT NATIONAL FOREST
HOUSTON COUNTY, TEXAS
98.00 ACRES

All that certain tract or parcel of land lying and being in Houston County, Texas, on the waters of Hickory Creek, a tributary of Neches River, embracing in part the James Patton patented Survey, A-808, dated January 8, 1851, containing 98.00 acres, more or less, described as follows for mineral leasing purposes only. Tract K-36 was acquired from C. W. Kennedy, et ux and J. C. Kennedy, et ux by deed dated December 30, 1936, and recorded in Volume 182, Page 124 et seq., Deed Records, Houston County, Texas. It is not the intent of this description to include any lands within any adjacent issued Bureau of Land Management (BLM) leases or private lands.

BEGINNING at corner 1 of Tract K-36, common to U.S. Forest Service Tract K-1b-III. From this corner, corner 37 of F.S. Tract K-1b-IV, the second corner of the James Patton Survey, a F.S. standard concrete post marked K100, bears two lines: North, 56.80 chains distant and N 00° 10' E, 11.10 chains distant;

THENCE South, with F.S. Tract K-1b-III, common to the James Patton Survey and the R. S. Patton Survey, A-805, 42.90 chains to corner 2 of Tract K-36;

THENCE S 89° 45' W, within the James Patton Survey, 23.00 chains to corner 3 of Tract K-36;

THENCE N 00° 30' E, within the James Patton Survey, 42.90 chains to corner 4 of Tract K-36;

THENCE N 89° 45' E, within the James Patton Survey, 22.70 chains to the place of beginning, containing 98.00 acres, be the same, more or less.
DESCRIPTION FOR MINERAL LEASING OF
TRACT K-29
DAVY CROCKETT NATIONAL FOREST
HOUSTON COUNTY, TEXAS
97.00 ACRES

All that certain tract or parcel of land lying and being in Houston County, Texas, on the waters of Hickory Creek, a tributary of Neches River, embracing in part the Antonio Barrazo patented Survey, A-5, dated August 3, 1835, containing 97.00 acres, more or less, described as follows for mineral leasing purposes only. Tract K-29 was acquired from Mrs. B. W. Warren, et al, by deed dated June 13, 1936, and recorded in Volume 177, Page 74 et seq., Deed Records, Houston County, Texas. It is not the intent of this description to include any lands within any adjacent issued Bureau of Land Management (BLM) leases or private lands.

BEGINNING at corner 1 of Tract K-29, common to corner 4 of U.S. Forest Service Tract K-1b-I on the northwesterly line of the Antonio Barrazo Survey and the southeasterly line of the Encarnacion Juarez Survey, A-48, a Forest Service standard concrete post marked K-34, witnessed by scribed bearing trees. From this corner, corner 3 of F.S. Tract K-1b-I, the fourth corner of the Antonio Barrazo Survey and the third corner of the Encarnacion Juarez Survey, a F.S. standard concrete post marked K-35, bears S 45° 40' W, 64.80 chains distant;

THENCE N 45° 30' E, common to the Antonio Barrazo and Encarnacion Juarez Surveys, 18.80 chains to corner 2 of Tract K-29;

THENCE S 44° 45' E, within the Antonio Barrazo Survey, 51.50 chains to corner 3 of Tract K-29;

THENCE S 45° 30' W, within the Antonio Barrazo Survey, 18.80 chains to corner 4 of Tract K-29, common to corner 5 of F.S. Tract K-1b-I;

THENCE N 44° 40' W, within the Antonio Barrazo Survey, 51.70 chains to the place of beginning, containing 97.00 acres, be the same, more or less.
DESCRIPTION FOR MINERAL LEASING OF TRACT K-1k
DAVY CROCKETT NATIONAL FOREST
HOUSTON COUNTY, TEXAS
112.00 ACRES

All that certain tract or parcel of land lying and being in Houston County, Texas, on the waters of Cochino Bayou, a tributary of Neches River, embracing in part the McKinney & Williams patented Survey, Abstract No. 760, dated September 25, 1861, containing 112.00 acres, more or less, described as follows for mineral leasing purposes only. Tract K-1k 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 to include any lands within any adjacent issued Bureau of Land Management (BLM) leases or private lands.

BEGINNING at corner 1 of Tract K-1k, on the southwest line of the McKinney & Williams Survey, a Forest Service standard concrete post marked K-225, witnessed by old marked bearing trees;


THENCE N 55° 45' E, within the McKinney & Williams Survey, 39.60 chains to corner 3 of Tract K-1k, a Forest Service standard concrete post marked K-224, witnessed by old marked bearing trees;

THENCE S 34° 15' E, common to the McKinney & Williams Survey and the Wm. M. Conner Survey, A-239, 28.10 chains to corner 4 of Tract K-1k;

THENCE S 55° 45' W, within the McKinney & Williams Survey, 39.60 chains to the place of beginning, containing 112.00 acres, more or less.
DESCRIPTION FOR MINERAL LEASING OF  
TRACT K-41  
DAVY CROCKETT NATIONAL FOREST  
HOUSTON COUNTY, TEXAS  
350.00 ACRES

All that certain tract or parcel of land lying and being in Houston County, Texas, on the waters of Piney Creek, a tributary of Neches River and White Rock Creek, a tributary of Trinity River, embracing in part the following patented Surveys: B.B.B. & C.R.R. A-209, dated September 25, 1861; Jacob Perkins, A-850, dated October 6, 1863; Peter Tumlinson, A-1033, dated April 4, 1888; and T. J. Routon, A-1346, dated June 12, 1907, containing 350.00 acres, more or less, described as follows for mineral leasing purposes only. Tract K-41 was acquired from J. J. Perkins, et ux by deed dated June 15, 1936, and recorded in Volume 177, Page 115 et seq., Deed Records, Houston County, Texas. It is not the intent of this description to include any lands within any adjacent issued Bureau of Land Management (BLM) leases or private lands.

BEGINNING at corner 1 of Tract K-41, common to corner 8 of U.S. Forest Service Tract K-1-II, identical with the twelfth corner of the I. & G.N.R.R. Co. Survey No. 11, A-584, and the third corner of the B.B.B. & C.R.R. Co. Survey, A-209, a stake witnessed by old marked bearing trees;


THENCE S 09° 45' E, with Tract K-2Ac, within the B.B.B. & C.R.R. Co. Survey, 58.20 chains to corner 3 of Tract K-41, common to corner 6 of Tract K-2Ac;

THENCE three lines within the B.B.B. & C.R.R. Co. Survey:

- S 09° 30' E, 21.20 chains to corner 4 of Tract K-41;
- S 80° 00' W, 5.50 chains to corner 5 of Tract K-41;
- S 09° 30' E, 12.50 chains to corner 6 of Tract K-41;


THENCE S 11° 30' W, common to the T. J. Routon and S.H. James Surveys, 29.10 chains to corner 8 of Tract K-41, the beginning corner of the T. J. Routon and Sam James Surveys, the third corner of the William Ashworth Survey, A-128, and the beginning corner of the Ruben Freeman Survey, A-420, an iron pipe in a road;
THENCE N 51° 00' W, common to the T. J. Routon and Ruben Freeman Surveys, 16.20 chains to corner 9 of Tract K-41, the fifth corner of the T. J. Routon Survey, and the second corner of the Ruben Freeman Survey;

THENCE S 81° 15' W, common to the T. J. Routon and Ruben Freeman Surveys, 9.00 chains to corner 10 of Tract K-41;

THENCE N 08° 15' W, within the Jacob Perkins Survey, A-850, 41.20 chains to corner 11 of Tract K-41, on the south boundary line of the Peter Tumlinson Survey;

THENCE N 80° 15' E, with F.S. Tract K-1-II, common to the Jacob Perkins and Peter Tumlinson Surveys, 9.70 chains to corner 12 of Tract K-41, common to corner 11 of Tract K-1-II, a F.S. standard concrete post marked K-383;

THENCE two lines continuing with Tract K-1-II, within the Peter Tumlinson Survey:

    N 10° 45' W, 20.20 chains to corner 13 of Tract K-41, common to corner 10 of F.S. Tract K-1-II;
    N 79° 00' E, 20.00 chains to corner 14 of Tract K-41, common to corner 9 of F. S. Tract K-1-II, on a west boundary line of the B.B.B. & C.R.R. Co. Survey;

THENCE N 10° 15' W, continuing with Tract K-1-II, common to the B.B.B. & C.R.R. Co. and Peter Tumlinson Surveys, 44.50 chains to the place of beginning, containing 350.00 acres, be the same, more or less.
DESCRIPTION FOR MINERAL LEASING OF
TRACT K-10i
DAVY CROCKETT NATIONAL FOREST
HOUSTON COUNTY, TEXAS
98.00 ACRES

All that certain tract or parcel of land lying and being in Houston County, Texas, on the
headwaters of Piney Creek, a tributary of Neches River, embracing in part the Mary
Henderson Survey, A-496, dated February 21, 1876, containing 98.00 acres, more or less,
described as follows for mineral leasing purposes only. Tract K-10i was acquired from
C. H. Kenley by deed dated July 31, 1940, and recorded in Volume 202, Page 485 et seq.,
Deed Records, Houston County, Texas. It is not the intent of this description to include
any lands within any adjacent issued Bureau of Land Management (BLM) leases or
private lands.

BEGINNING at corner 1 of Forest Service Tract K-10i, identical with corner 2 of Forest
Service Tract K-1r, the tenth corner of the I. & G. N.R.R. Co. Survey No. 11, A-584, and
the second corner of the Mary Henderson Survey;

THENCE S 08° 45' E, common to said Mary Henderson Survey and the B.B.B. &
C.R.R. Co. Survey, A-209, 31.50 chains to corner 2 of Tract K-10i, identical with corner
4 of the Forest Service Tract K-8f;

THENCE East, within the Mary Henderson Survey and with the boundary of Tract K-8f,
28.73 chains to corner 3 of Tract K-10i;

THENCE North, within the Mary Henderson Survey and with the boundary of F.S. Tract
K-8f, 32.10 chains to corner 4 of Tract K-10i, identical with corner 2 of Tract K-8f, a
stake on line between corners 13-14 of F.S. Tract K-1-V;

THENCE S 89° 00' W, with said Tract K-1-V and common to the Mary Henderson
Survey and the Wm. D. Redd Survey, A-872, 17.13 chains to corner 5 of Tract K-10i,
identical with corner 14 of F.S. Tract K-1-V, and corner 5 of Tract K-2Ab, a F.S.
standard concrete post marked K-195, witnessed by old marked bearing trees;

THENCE S 88° 30' W, with said Tract K-2Ab and K-1r and common to the Mary
11 Survey, at 3.80 chains corner 6 of Tract K-2Ab, identical with corner 1 of Tract K-1r,
at 16.30 chains the place of beginning, containing 98.00 acres, be the same, more or
less.
DESCRIPTION FOR MINERAL LEASING OF
TRACT K-1r
DAVY CROCKETT NATIONAL FOREST
HOUSTON COUNTY, TEXAS
94.00 ACRES

All that certain tract or parcel of land lying and being in Houston County, Texas, on the
waters of Piney Creek, a tributary of Neches River, embracing in part the I. & G. N.R.R.
Co. patented Survey No. 11, Abstract No. 584, dated October 30, 1877, containing 94.00
acres, more or less, described as follows for mineral leasing purposes only. Tract K-1r
was acquired from Houston County Timber Company by deed dated September 24, 1935
and recorded in Volume 171, Page 442 et seq., Deed Records, Houston County, Texas. It
is not the intent of this description to include any lands within any adjacent issued Bureau
of Land Management (BLM) leases or private lands.

BEGINNING at corner 1 of Tract K-1r, common to corner 6 of U.S. Forest Service Tract
K-2Ab, the fourth corner of the D. F. Dominy Survey, A-1349 and the ninth corner of the
I. & G. N.R.R. Co. Survey No. 11, on the north line of the Mary Henderson Survey, A-
496;

THENCE S 88° 30' W, common to the I. & G.N.R.R. Co. Survey No. 11 and the Mary
Henderson Survey, 12.50 chains to corner 2 of Tract K-1r, the tenth corner of the I. & G.
N.R.R. Co. Survey No. 11 and the second corner of the Mary Henderson Survey;

THENCE N 09° 45' W, common to the I. & G.N.R.R. Co. Survey No. 11 and the B.B.B.
chains corner 3 of Tract K-1r, common to corner 4 of F.S. Tract K-2Ac and corner 3 of
F.S. Tract K-2Ac-I, on the east line of the B.B.B. & C.R.R. Co. Survey and the south line
of the John Rowan Survey,
A-873;

THENCE S 89° 30' E, common to the I. & G.N.R.R. Co. Survey No. 11 and the John
Rowan Survey, 5.00 chains to corner 4 of Tract K-1r, common to corner 2 of F.S. Tract
K-2Ab;

THENCE N 89° 00' W, with F.S. Tract K-2Ab, common to the I. & G.N.R.R. Co. Survey
No. 11 and the John Rowan Survey, 16.40 chains to corner 5 of Tract K-1r, the beginning
corner of F.S. Tract K-2Ab, the third corner of the D. F. Dominy Survey and the eighth
corner of the I. & G.N.R.R. Co. Survey No. 11, a Forest Service standard concrete post
marked K-293;

THENCE S 00° 45' E, with F.S. Tract K-2Ab, common to the I. & G.N.R.R. Co. Survey
No. 11 and the D. F. Dominy Survey, 55.60 chains to the place of beginning, containing
94.00 acres, be the same, more or less.
DESCRIPTION FOR MINERAL LEASING OF
TRACT K-2Ab
DAVY CROCKETT NATIONAL FOREST
HOUSTON COUNTY, TEXAS
65.00 ACRES

All that certain tract or parcel of land lying and being in Houston County, Texas, on the waters of a tributary of the Neches River, embracing in whole the D. F. Dominy patented Survey, A-1349, dated September 17, 1907, and in part the John Rowan patented Survey, A-873, dated April 15, 1876. Tract K-2Ab was acquired from Trinity County Lumber Company by warranty deed dated November 8, 1935, and recorded in Volume 173, Pages 31 et seq., Deed Records, Houston County, Texas, and contains 65.00 acres, more or less, and is described as follows for mineral leasing purposes only. It is not the intent of this description to include any lands within any adjacent issued Bureau of Land Management (BLM) leases or private lands.

BEGINNING at corner 1 of Tract K-2Ab, common to corner 5 of Forest Service Tract K-1r, identical with the third corner of the D. F. Dominy Survey and the eighth corner of the I. & G.N.R.R. Co. Survey No. 11, A-584, a F.S. standard concrete post marked K-293;

THENCE S 89° 00' W, with F.S. Tract K-1r, common to the John Rowan Survey, A-873, and the I. & G.N.R.R. Co. No. 11 Survey, 16.40 chains to corner 2 of Tract K-2Ab, common to corner 4 of Tract K-1r;

THENCE N 01° 15' E, within the John Rowan Survey, 19.80 chains to corner 3 of Tract K-2Ab, a stake witnessed by scribed bearing trees;

THENCE N 88° 30' E, within the John Rowan Survey, 20.50 chains to corner 4 of Tract K-2Ab, on the west line of the Wm. D. Redd Survey, A-872, an iron pipe witnessed by scribed bearing trees;

THENCE South, with F.S. Tract K-1-V, common in part to the John Rowan Survey and the D. F. Dominy Survey, A-1349, and to the Wm. D. Redd Survey. At 20.00 chains the sixth corner of the John Rowan Survey and the second corner of the D. F. Dominy Survey. At 75.60 chains, corner 5 of Tract K-2Ab, common to corner 14 of F.S. Tract K-1-V, the beginning corner of the D. F. Dominy Survey and the fourth corner of the Wm. D. Redd Survey, a F.S. standard concrete post marked K-195;

THENCE S 88° 30' W, common to the D. F. Dominy Survey and the Mary Henderson Survey, A-496, 3.80 chains to corner 6 of Tract K-2Ab, common to the beginning corner of Tract K-1r, the fourth corner of the D. F. Dominy Survey and the ninth corner of the I. & G.N.R.R. Co. Survey No. 11;

THENCE N 00° 45' W, with Tract K-1r, common to the D. F. Dominy and I. & G.N.R.R. Co. Survey No. 11 Surveys, 55.60 chains to the place of beginning, containing 65.00 acres, be the same, more or less.
DESCRIPTION FOR MINERAL LEASING OF
TRACT K-2Ab-I
DAVY CROCKETT NATIONAL FOREST
HOUSTON COUNTY, TEXAS
43.00 ACRES

All that certain tract or parcel of land lying and being in Houston County, Texas, on the waters of a tributary of the Neches River, embracing in part the John Rowan patented Survey, A-873, dated April 15, 1876. Tract K-2Ab-I was acquired from Trinity County Lumber Company by warranty deed dated November 8, 1935, and recorded in Volume 173, Pages 31 et seq., Deed Records, Houston County, Texas, and contains 43.00 acres, more or less. It is not the intent of this description to include any lands within any adjacent issued Bureau of Land Management (BLM) leases or private lands.

BEGINNING at corner 1 of Tract K-2Ab-I, on the west line of the Wm. D. Redd Survey, A-872, an iron pipe witnessed by scribed bearing trees. From this corner, the sixth corner of the John Rowan Survey, A-873, and the second corner of the D. F. Dominy Survey, A-1349, bears South, 24.70 chains distant;

THENCE S 88° 30' W, within the John Rowan Survey, 20.50 chains to corner 2 of Tract K-2Ab-I;

THENCE N 84° 45' W, within the John Rowan Survey, 0.39 chains to corner 3 of Tract K-2Ab-I;

THENCE N 01° 30' W, within the John Rowan Survey, 20.00 chains to corner 4 of Tract K-2Ab-I;

THENCE N 88° 45' E, within the John Rowan Survey, 21.80 chains to corner 5 of Tract K-2Ab-I, on the west line of the Wm. D. Redd Survey, A-873;

THENCE South, with F.S. Tract K-1-V, common to the John Rowan and Wm. D. Redd Surveys, 20.00 chains to the place of beginning, containing 43.00 acres, be the same, more or less.
DESCRIPTION FOR MINERAL LEASING OF
TRACT K-2Ac
DAVY CROCKETT NATIONAL FOREST
HOUSTON COUNTY, TEXAS
276.60 ACRES

All that certain tract or parcel of land lying and being in Houston County, Texas, on the
waters of a tributary of the Neches River, embracing in part the B.B.B. & C.R.R. Co.
patented Survey, A-209, dated September 25, 1861. Tract K-2Ac was acquired from
Trinity County Lumber Company by warranty deed dated November 8, 1935, and
recorded in Volume 173, Pages 31 et seq., Deed Records, Houston County, Texas, and
contains 276.60 acres, more or less. It is not the intent of this description to include any
lands within any adjacent issued Bureau of Land Management (BLM) leases or private
lands.

BEGINNING at corner 1 of Tract K-2Ac, common to corner 7 of Forest Service Tract K-
1-II, on the northerly line of the B.B.B. & C.R.R. Co. Survey, a F.S. standard concrete
post marked K-166, witnessed by old marked bearing trees;

THENCE N 80° 15' E, with F.S. Tract K-1-II, common to the B.B.B. & C.R.R. Co.
Survey and the I. & G.N.R.R. Co. Survey No. 11, A-584. At 3.30 chains a road. At
33.90 chains corner 2 of Tract K-2Ac, common to the beginning corner of the John
Rowan Survey, A-873, Lap Tract K-2Ac-I, and corner 6 of Tract K-1-II, on the westerly
line of the John Rowan Survey;

THENCE South, common to the John Rowan Survey and within the B.B.B. & C.R.R.
Co. Survey, 1.10 chains to corner 3 of Tract K-2Ac, common to corner 4 of Tract K-2Ac-
I, the fifth corner of the John Rowan Survey;

THENCE East, common to the John Rowan Survey and within the B.B.B. & C.R.R. Co.
Survey, 14.90 chains to corner 4 of Tract K-2Ac, common to corner 3 of Tract K-2Ac-I
and corner 3 of Tract K-1r, on the easterly line of the B.B.B. & C.R.R. Co. Survey;

THENCE S 09° 45' E, with Tract K-1r, common to the B.B.B. & C.R.R. Co. and I. &
G.N.R.R. Co. No. 11 Surveys, 54.80 chains to corner 5 of Tract K-2Ac;

THENCE S 80° 00' W, within the B.B.B. & C.R.R. Co. Survey, 47.60 chains to corner 6
of Tract K-2Ac;

THENCE N 09° 45' W, within the B.B.B. & C.R.R. Co. Survey, 58.20 chains to the place
of beginning, containing 276.60 acres, be the same, more or less.
DESCRIPTION FOR MINERAL LEASING OF
TRACT K-2Ac-I
DAVY CROCKETT NATIONAL FOREST
HOUSTON COUNTY, TEXAS
3.40 ACRES

All that certain tract or parcel of land lying and being in Houston County, Texas, on the
waters of a tributary of the Neches River, embracing in part the John Rowan patented
Survey, A-873, dated April 15, 1876. Tract K-2Ac-I was acquired from Trinity County
Lumber Company by warranty deed dated November 8, 1935, and recorded in Volume
173, Pages 31 et seq., Deed Records, Houston County, and contains 3.40 acres, more or
less. It is not the intent of this description to include any lands within any adjacent issued
Bureau of Land Management (BLM) leases or private lands.

Beginning at corner 1 of Tract K-2Ac-I, common to corner 6 of Forest Service Tract K-1-
II, and corner 2 of F.S. Tract K-2Ac, a stake;

Thence N 80° 30' E, common to the B.B.B. & C.R.R. Co. Survey, A-209, and within the
John Rowan Survey, 14.60 chains to corner 2 of Tract K-2Ac-I, the fourth corner of the
B.B.B. & C.R.R. Co. Survey;

Thence S 10° 00' E, common to the B.B.B. & C.R.R. Co. Survey, and within the John
Rowan Survey, 3.40 chains to corner 3 of Tract K-2Ac-I, common to corner 3 of F.S.
Tract K-1r and corner 4 of Tract K-2Ac, on the division line between the John Rowan
and I. & G.N.R.R. Co. No. 11 Surveys;

Thence West, common to the John Rowan Survey and within the B.B.B. & C.R.R. Co.
Survey, 14.90 chains to corner 4 of Tract K-2Ac-I, common to corner 3 of F.S. Tract K-
2Ac, the fifth corner of John Rowan Survey;

Thence North, common to the John Rowan Survey and within the B.B.B. & C.R.R. Co.
Survey. 1.10 chains to the place of beginning, containing 3.40 acres, be the same, more
or less.
DESCRIPTION FOR MINERAL LEASING OF
TRACT K-1-V PARCEL #3
DAVY CROCKETT NATIONAL FOREST
HOUSTON COUNTY, TEXAS
852.85 ACRES

All that certain tract or parcel of land lying and being in Houston County, Texas, on the
waters of Piney Creek, a tributary of the Neches River, embracing in part the James
Henley Survey, A-530, dated July 2, 1869, identified herein as Tract K-1-V Parcel #3.
Tract K-1-V Parcel #3 contains 852.85 acres, more or less, and is described as follows for
mineral leasing purposes. Parent Tract K-1-V was acquired from Houston County
Timber Company by deed dated July 1, 1935 and recorded in Volume 171, Page 61 et seq., Deed Records, Houston County, Texas and Volume 83, Pages 31-44, Deed Records, Trinity County, Texas. It is not the intent of this description to include any lands within
adjacent issued Bureau of Land Management (BLM) leases.

All of Tract K-1-V as acquired in deed dated July 1, 1935 and recorded in Volume 171,
Page 61 et seq. of the Houston County, Texas deed records containing 4,025 acres, more
or less, LESS AND EXCEPT those lands currently under BLM leases and identified as
Tract K-1-V Parcel #1 and Parcel #2 containing 2,464.07 and 708.08 acres, respectively,
leaving a net area of 852.85 acres, more or less for Tract K-1-V Parcel #3. Said leased
parcels are described as follows:

LESS AND EXCEPT TRACT K-1-V PARCEL #1, 2,464.07 ACRES:

All that certain tract or parcel of land lying and being in Houston and Trinity Counties,
Texas, on the waters of Piney Creek, a tributary of the Neches River, embracing in whole
or in part the following patented Surveys: 1. & G.N.R.R. Co. Survey No. 55, A-323
(Trinity County), dated January 15, 1879 and the I. & G.N.R.R. Co. Survey No. 58, A-
1136 (Houston County) and A-704 (Trinity County), dated February 11, 1879, and S. J.
Westerman Survey, A-685, dated May 4, 1877 and parts of the Isaac McMahon Survey,
A-756 (Houston County) and A-439 (Trinity County), dated October 14, 1861, William
July 2, 1869, identified herein as Tract K-1-V Parcel #1. Tract K-1-V Parcel #1 contains
2,550.07 acres, more or less, SAVE and EXCEPT 86.00 acres within Exception No. 1 to
Tract K-1-V, now known as Forest Service Tract K-24, leaving a net area of 2,464.07
acres, more or less, and is described as follows for mineral leasing purposes.

BEGINNING at Corner 1 of Tract K-1-V, common to corner 80 of Forest Service Tract
K-2b, identical with the fourth corner of the S. J. Westerman Survey, A-685, a corner of
the Wm. Riddle Survey, A-718, the twenty-fourth corner of the Trinity County School
a Forest Service standard concrete post marked K-198, witnessed by scribed bearing
trees;


THENCE four lines with Tract K-2b, common to the I. & G.N.R.R. No. 55 Survey and the Richard Miller Survey, A-416:

West, 27.40 chains to corner 4 of Tract K-1-V, common to corner 68 of Tract K-2b, the seventh corner of the I. & G.N.R.R. Co. Survey No. 55 and the fourth corner of the Richard Miller Survey;

S 10° 00' W, 33.20 chains to corner 5 of Tract K-1-V, common to corner 67 of Tract K-2b, the eighth corner of the I. & G.N.R.R. Co. Survey No. 55 and the third corner of the Richard Miller Survey;

S 80° 00' E, 23.50 chains to corner 6 of Tract K-1-V, common to corner 66 of Tract K-2b, the ninth corner of the I. & G.N.R.R. Co. Survey No. 55 and the second corner of the Richard Miller Survey;

S 10° 15' W, 20.00 chains to corner 7 of Tract K-1-V, the tenth corner of the I. & G.N.R.R. Co. Survey No. 55 and the third corner of the Seaborn Dominy Survey, A-176;

THENCE N 80° 00' W, common to the I. & G.N.R.R. Co. Survey No. 55 and the Seaborn Dominy Survey, 39.90 chains to corner 8 of Tract K-1-V, the eleventh corner of the I. & G.N.R.R. Co. Survey No. 55 and the fourth corner of the Seaborn Dominy Survey, a F.S. standard concrete post marked K-199, witnessed by old marked bearing trees;

THENCE N 10° 15' E, common to the I. & G.N.R.R. Co. Survey No. 55 and the Ephraim Hutto Survey, 42.10 chains to corner 9 of Tract K-1-V, the twelfth corner of the I. & G.N.R.R. Co. Survey No. 55 and a corner of the Ephraim Hutto Survey;

THENCE N 79° 45' W, common to the I. & G.N.R.R. Co. Survey No. 55 and the Ephraim Hutto Survey. At approximately 15.90 chains the Houston-Trinity County line. At 29.70 chains corner 10 of Tract K-1-V, the beginning corner of the I. & G.N.R.R. Co. Survey No. 55 and a corner of the Ephraim Hutto Survey;

THENCE N 08° 30' E, common to the I. & G.N.R.R. Co. Survey No. 55 and the William Darnell Survey, A-1127, 9.10 chains to corner 11 of Tract K-1-V, the second corner of the I. & G.N.R.R. Co. Survey No. 55 and the fourth corner of the William Darnell Survey;
THENCE N 88° 00' E, common to the I. & G.N.R.R. Co. Survey No. 55 and the Mary Henderson Survey, A-496, 34.40 chains to corner 12 of Tract K-1-V, the third corner of the I. & G.N.R.R. Co. Survey No. 55 and the fifth corner of the Mary Henderson Survey, a FS standard concrete post marked K-193, witnessed by old marked bearing trees;

THENCE N 01° 45' W, common to the I. & G.N.R.R. Co. Survey No. 55 and the No. 58 Survey, A-704/A-1136, and to the Mary Henderson Survey, 79.30 chains to corner 13 of Tract K-1-V, the beginning corner of the I. & G.N.R.R. Co. Survey No. 58 and the sixth corner of the Mary Henderson Survey, a FS standard concrete post marked K-194, witnessed by old marked bearing trees;

THENCE S 89° 00' W, common to the Wm. D. Redd Survey, A-872, and the Mary Henderson Survey, 68.80 chains to corner 14 of Tract K-1-V, common to corner 5 of FS Tract K-2Ab, the fourth corner of the Wm. D. Redd Survey and the beginning corner of the D. F. Dominy Survey, A-1349, a FS standard concrete post marked K-195, witnessed by old marked bearing trees

THENCE North, common to the Wm. D. Redd Survey and in part to the D. F. Dominy Survey, A-1349 and the John Rowan Survey, A-873, a calculated distance of 98.88 chains to a point for corner of Tract K-1-V Parcel #1, said point being on line between corners 14 and 15 of Tract K-1-V and common to a southwestern corner of Tract K-1-V Parcel #3 lease offer;

THENCE, across Tract K-1-V within the William Redd Survey and the James Henley Survey, A-530, along the south line of Tract K-1-V Parcel #3 lease offer, a calculated bearing and distance of N 89° 47' 13" E, 108.96 chains to a point for corner of Tract K-1-V Parcel #1, said point being on line between Corners 22 and 23 of Tract K-1-V and on line common to the James Henley Survey and the I. S. Eaves Survey, A-403;

THENCE South, common in part to the James Henley and I. S. Eaves Surveys, a calculated distance of 33.14 chains to Corner 23 of Tract K-1-V, the twelfth corner of the James Henley Survey, the beginning corner of the Wm. D. Redd Survey, and a corner of the I. S. Eaves Survey, a F.S. standard concrete post marked K-397;

THENCE N 89° 45' E, common to the Wm. D. Redd Survey and in part to the I. S. Eaves Survey, the G. W. Starling Survey, A-1190, and the Simeon Hilton Survey, A-561, 81.00 chains to corner 24 of Tract K-1-V, common to corner 5 of FS Tract K-2b, the second corner of the Wm. D. Redd Survey and a corner of the Trinity Co. School Land Survey, A-588, a F. S. standard concrete post marked K-196, witnessed by old marked bearing trees;

THENCE S 00° 30' E, with Tract K-2b and common to the Wm. D. Redd Survey, and in part to the Trinity Co. School Land Survey, and the Isabella English Survey, A-200. At 42.10 chains corner 4 of FS Tract K-2b. At approximately 45.60 chains, the Houston-Trinity County line. At 62.90 chains corner 25 of Tract K-1-V, common to corner 2 of FS Tract K-2Aj, the third corner of the Wm. D. Redd Survey and the third corner of the D. W. Pennington Survey, A-921;
THENCE S 89° 30' W, with Tract K-2Aj and common to the Wm. D. Redd and D. W. Pennington Surveys, 32.60 chains to corner 26 of Tract K-1-V, common to corner 1 of FS Tract K-2Aj, the second corner of the I. & G.N.R.R. Co. Survey No. 58 and the second corner of the D. W. Pennington Survey, a F.S. standard concrete post marked K-197, witnessed by old marked bearing trees;

THENCE S 00° 45' E, common to the I. & G.N.R.R. Co. Survey No. 58 and the D. W. Pennington Survey, 9.20 chains to corner 27 of Tract K-1-V, common to corner 4 of FS Tract K-2Aj, the beginning corner of the D. W. Pennington Survey and the second corner of the S. J. Westerman Survey, A-685;

THENCE N 89° 30' E, common to the S. J. Westerman and D. W. Pennington Surveys, 32.60 chains to corner 28 of Tract K-1-V, common to corner 3 of FS Tract K-2Aj, the third corner of the S. J. Westerman Survey and the fourth corner of the D. W. Pennington Survey;

THENCE South, common to the S. J. Westerman Survey and in part to the Isabella English and William Riddle Surveys, 50.70 chains to the point of beginning, containing 2,550.07 acres, more or less, SAVE AND EXCEPT 86.00 acres within Exception No. 1, now known as Tract K-24, leaving a balance of 2,464.07 acres, more or less, available for lease as Tract K-1-V Parcel #1 with 534.00 acres being in Trinity County and 1,930.07 acres being in Houston County. Exception No. 1 is described as follows:

**Exception No. 1, now known as Tract K-24, called 86.00 acres, more or less:**


THENCE S 02° 30' E, common to the Isaac McMahon Survey and the S. J. Westerman Survey, A-685, 19.30 chains to corner 2 of Exception No. 1;

THENCE S 88° 00' W, within the Isaac McMahon Survey, 44.10 chains to corner 3 of Exception No. 1;

THENCE N 01° 15' E, common to the Isaac McMahon Survey and the I. & G.N.R.R. Survey No. 58, 20.20 chains to corner 4 of Exception No. 1, a corner of the Isaac McMahon Survey, and the fourth corner of the I. & G.N.R.R. Co. Survey No. 58;

THENCE N 89° 15' E, common to the Isaac McMahon Survey and the I. & G.N.R.R. Survey No. 58, 42.90 chains to the place of beginning, containing 86 acres, be the same more or less.
LESS AND EXCEPT TRACT K-1-V PARCEL #2, 708.08 ACRES:

All that certain tract or parcel of land lying and being in Houston County, Texas, on the waters of Piney Creek, a tributary of the Neches River, embracing in part the James Henley Survey, A-530, dated July 2, 1869, identified herein as Tract K-1-V Parcel #2. Tract K-1-V Parcel #2 contains 708.08 acres, more or less, and is described as follows for mineral leasing purposes.

BEGINNING at corner 15 of Tract K-1-V, the eighth corner of the James Henley Survey and the beginning corner of the John Rowan Survey, A-873, a Forest Service standard concrete post marked K-33;

THENCE West, common to the James Henley and John Rowan Surveys, 42.50 chains to corner 16 of Tract K-1-V;

THENCE N 00° 45' W, common to the James Henley Survey and in part to the I. & G.N.R.R. Survey No. 10, A-583 and the D. F. Dominy Survey, A-1341, 51.60 chains to corner 17 of Tract K-1-V;

THENCE two lines with Tract K-1-V and common to the James Henley Survey and Blake Carlton Survey, A-275:

   N 89° 30' E, 44.70 chains to corner 18 of Tract K-1-V;
   N 00° 45' E, 40.40 chains to corner 19 of Tract K-1-V,
   a F.S. standard concrete post marked K-192;

THENCE N 89° 30' E, common to the James Henley Survey and Reuben Baker Survey, A-1195, 25.70 chains to corner 20 of Tract K-1-V, said corner being on the western line of F.S. Tract K-2Aa;

THENCE S 00° 30' W, with the boundary of Forest Service Tract K-2Aa, common to the James Henley Survey and the W. D. Harrison Survey, A-479, 31.00 chains to corner 21 of Tract K-1-V, common to corner 7 of F.S. Tract K-2Aa;

THENCE S 89° 30' E, with F.S. Tract K-2Aac, common to the James Henley and the W. D. Harrison Surveys, a calculated distance of 38.80 chains to a point for corner of Tract K-1-V Parcel No. 2, said point being on line between corners 21 and 22 of Tract K-1-V and being the northwestern corner of lease offer Tract K-1-V Parcel No. 3;

THENCE South, a calculated distance of 61.26 chains to appoint for corner of Tract K-1-V Parcel No. 2 within said Henley Survey, said line common to lease offer Tract K-1-V Parcel No. 3;
THENCE, within said Henley Survey across Tract K-1-V and common to lease offer Tract K-1-V Parcel No. 3, a calculated bearing and distance of S 89° 59' 41" W, 66.37 chains to the place of beginning, containing 708.08 acres, be the same, more or less.

LEAVING A NET AREA OF 852.85 ACRES, MORE OR LESS, FOR TRACT K-1-V PARCEL NO. 3
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 THAT 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 entry man, 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 entry man or patentee, their successors and assigns, for all construction, operation, and maintenance charges becoming due on any portion of their said lands damaged as a result of the drilling or other operations of the lessee.

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

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

FOSS DAM AND RESERVOIR
FOSS DIVISION, WASHITA BASIN PROJECT, OKLAHOMA

1. All rights under this oil, gas, and mineral lease are subordinate to the right of the United States to flood and submerge the lands, permanently or intermittently, in connection with the construction, operation, and maintenance of the Foss Dam and Reservoir, Foss Division, Washita Basin Project, Oklahoma (Project lands).

2. All surface work performed by the Lessee and/or operator on the Foss Reservoir lands shall be under the general supervision of the Area Manager, Bureau of Reclamation (BOR) in direct charge of the project, and shall be subject to such conditions and regulations as he/she may prescribe. Detailed plans and location for all structures, appurtenances thereto, and surface disturbance work on project lands shall be submitted to the said Area Manager for approval in advance of commencement of any surface work on the said project lands. At least 60 days or more lead time is preferred. Authorized representatives of Reclamation shall have the right to enter on the leased premises at any time to inspect both the installation and operational activities of the Lessee and/or operator.

A. Pre-drilling Conditions:

1. No exploratory drilling, flow line trenching or site clearing will occur until approval is granted by the appropriate Reclamation representatives in consultation with the local managing agency(s).

2. No wellhead shall be below the top of flood control pool elevation of 1668.9 feet, mean sea level.

3. All storage tanks shall be constructed elevation 1691.0 feet (maximum water surface). This elevation restriction does not apply to areas downstream of the dam. Berms shall be constructed around storage batteries, tanks, and separators to contain their entire volume should an accidental spill or rupture occur.

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

5. No well shall be drilled within 1/8 mile (660 feet) of a river, channel, permanent stream, tributary, or marsh site unless otherwise approved by the Area Manager in consultation with the local managing agency(s). To protect watersheds, slopes in excess of 40 percent (2.5:1) should be avoided where possible.
6. All drilling operations shall be conducted in accordance with applicable State laws relative to municipal water supplies.

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

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

9. At Lessee's expense, a cultural resource survey of lands that may be disturbed must be completed prior to any surface disturbance. If during construction, operation, and/or maintenance of any facility authorized by the Reclamation lease, Lessee, or any person working in his behalf discovers any historic or prehistoric grave, ruin, monument, or any object subject to the National Historic Preservation Act of 1966, the Archeological Resource Protection Act of 1979, or the Native American Graves Protection Act of 1992 and/or, Reclamation Instructions 376.11, work shall be suspended immediately and the discovery reported to Reclamation. When directed by Reclamation, the Lessee shall obtain, at his expense, a qualified archeologist to examine and evaluate, and if necessary, excavate the discovery.

10. No "mud pits" shall be constructed on Federally-owned land. A closed mud system is required with containerization of drill cuttings. Water or discharge of any kind shall not be allowed to enter any drainage. All unattended containers containing liquids shall be fenced.

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

12. All aboveground structures, not subject to applicable safety requirements, shall be painted to blend with the natural surroundings. The paint used shall be lusterless, nonreflective, flat, or semigloss color that blends with the area.
B. Roads:

1. The Lessee shall observe the following restrictions during exploration:

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

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

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

   d. New access roads shall normally be a maximum of 30 feet wide including drainage ditches and culverts. Road surface shall be graveled to a thickness identified as suitable for the existing ground. Access roads shall be constructed to widths suitable for the safe operation of the vehicles and equipment at proposed speeds. The road speeds shall be posted with signs and maximum speed limits signs. Speeds shall be limited on curves and posted to speeds that will permit a vehicle to be stopped within one-half the minimum sight distance. The road shall be maintained in safe condition.

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

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

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

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

<table>
<thead>
<tr>
<th>Present Slope</th>
<th>Spacing (feet)</th>
</tr>
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<tbody>
<tr>
<td>less than 2 percent</td>
<td>200</td>
</tr>
<tr>
<td>2 to 4 percent</td>
<td>100</td>
</tr>
<tr>
<td>4 to 5 percent</td>
<td>75</td>
</tr>
<tr>
<td>more than 5 percent</td>
<td>50</td>
</tr>
</tbody>
</table>
i. In the event of a “dry hole,” any new road construction sites will be revegetated by the drilling company, with native and/or adapted grasses, forbs, and shrubs as requested by Reclamation, unless the local managing agency(s) indicates in writing that the road is to remain. Revegetation is to be accomplished by seeding and fertilizing the area within 1 year of completion at recommended seeding rates and dates.

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

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

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

C. Drilling Pad and Reserve Pit, IF APPROVED BY RECLAMATION:

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

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

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

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

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

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

7. The Lessee will remove fluids and trash from the site. After drilling activities are completed the site shall be reshaped to original contours and covered with topsoil. This restoration must be accomplished within 90 days of completion of drilling. The area must then be revegetated as required by Reclamation.
D. Actions with a Producing Well:
   1. A minimum service area will be developed around the well head. No permanent material storage will be allowed on the lease. The remainder of the drilling pad will be covered with topsoil from the stockpile and restored to vegetation by tilling, fertilizing, and seeding. Specific seed types will be determined on a case-by-case basis by Reclamation in consultation with the local managing agency(s).
   2. The Lessee may be required to utilize electric or submersible pumps, where feasible, rather than fuel-powered pumps (or other machinery). All electric lines must be buried to a depth of 15-18 inches.
   3. All transfer lines from well site to tank battery, saltwater disposal well, or the like, must be buried 4 feet below the surface and a minimum depth of 4 feet at stream, creek, and river channel crossings.
   4. When possible, a common point of collection shall be established to minimize the number of tank batteries.

E. Actions with a Non-producing Well:
   1. All disturbed areas will be recontoured, covered with topsoil, and revegetated. All trash will be removed from the lease site.

   2. Gates and cattle guards shall be removed where requested by the local managing agency(s). Any openings in fences will be restored to original condition.

F. General:
   1. The Lessee shall limit access to well and storage locations on project lands to authorized personnel.

   2. The Lessee agrees to cease all operations and make all necessary corrections to the satisfaction of the representative of Reclamation in consultation with the local managing agency(s) before resuming any operations should any violations of the terms of these stipulations occur.

   3. The Lessee shall not permit any nuisance to be maintained on the premises and shall not use said premises for any purposes other than those authorized in the lease. Before abandoning any well, the Lessee shall securely plug the same so as to effectually shut off water from the oil-bearing stratum.
4. The Lessee shall carry on the development and/or operation of the premises in a workmanlike manner and shall not commit or suffer to be committed waste upon the lands in his occupancy and use. In drilling operations, the Lessee or operator shall only use so much of the land as is necessary; shall safeguard the lakes and streams from any pollution; and shall not permit oil, saltwater, drilling mud, or other deleterious substances to escape onto the land, but the same shall be retained in proper tanks, receptacles, or in pits prepared for such purposes; and after the termination of drilling operations, the land will be properly restored to its original condition, and only so much thereof shall be used in the production of the leased premises as is reasonably necessary to operate any well or wells thereon.

5. Lessee shall provide all subcontractors and assigns, especially the dirt contractor, with a copy of the above stipulations prior to construction of the road, pad, or associated developments.
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
STIPULATION FOR LANDS OF THE NATIONAL FOREST SYSTEM
UNDER JURISDICTION OF
DEPARTMENT OF AGRICULTURE

The permittee/lessee must comply with all the rules and regulations of the Secretary of Agriculture set forth at Title 36, Chapter II, of the code of Federal Regulations governing the use and management of the National Forest System (NFS) when not inconsistent with the rights granted by the Secretary of the Interior in the permit. The Secretary of Agriculture's rules and regulations must be complied with for (1) all use and occupancy of the NFS prior to approval of an exploration plan by the Secretary of the Interior, (2) uses of all existing improvements, such as Forest development roads, within and outside the area permitted by the Secretary of the Interior, and (3) use and occupancy of the NFS not authorized by an exploration plan approved by the Secretary of the Interior.

All matters related to this stipulation are to be addressed

To:   Forest Supervisor
       Ouachita National Forest
At:   PO Box 1270 - 100 Broadway Federal Bldg.
       Hot Springs, AR  71902
Telephone No:  (501) 321-5202

Who is the authorized representative of the Secretary of Agriculture.
CONTROLLED SURFACE USE STIPULATION

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

Activities must be conducted in such a manner as to reasonably reduce visibility of the operation and meet visual quality objectives to the extent practical.

On the lands described below:

For the purpose of:

To meet visual quality objective and to protect simi-primitive recreation values; Land and Resource Management Plan dated March 5, 1990, as amended and Final EIS.

The above lands lie within Winding Stair Mountain National Recreation Area (Management Area 19a) of the Amended Land and Resource Management Plan.

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).
CONTROLLED SURFACE USE STIPULATION

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

Activities must be conducted in such a manner as to reasonably reduce visibility of the operation and meet visual quality objectives to the extent practical.

On the lands described below:

For the purpose of:

To meet visual quality objective and to protect semi-primitive recreation values; Land and Resource Management Plan dated March 5, 1990, as amended and Final EIS.

The above lands lie within Indian Nations Scenic and Wildlife Area (Management Area 19g) of the Amended Land and Resource Management Plan.

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).
CONTROLLED SURFACE USE STIPULATION

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

Indian National Scenic & Wildlife Area:
Activities must be conducted in such a manner as to reasonably reduce visibility of
the operation and meet visual quality objectives to the extent practical, and meet
Design Criteria and Management Objectives set for in the Ouachita National Forest
Revised Forest Plan September 23, 2005, as amended and Final EIS. Management
Area 19 of the Revised Forest Plan.

On the lands described below:

For the purpose of:

To meet visual quality objective and to protect semi-primitive recreation values. Ouachita
National Forest Revised Forest Plan September 23, 2005, as amended and Final EIS
Management Area 19 of the Revised Forest Plan.

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).
CONTROLLED SURFACE USE STIPULATION

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

Activities must be conducted in such a manner as to reasonably reduce visibility of the operation and meet visual quality objectives to the extent practical.

On the lands described below:

For the purpose of:

To meet visual quality objective and to protect semi-primitive recreation values; Land and Resource Management Plan dated March 5, 1990, as amended and Final EIS.

These lands fall within Management Area 18 – Visual quality protection along the major trails.

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).
LEASE NOTICE

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 current 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

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 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.

Further information concerning the classification and management of these lands may be obtained from the authorized Forest Officer.
NO SURFACE OCCUPANCY STIPULATION #2

No use or occupancy of the surface will be permitted within the following areas:

For the purpose of:

Protecting the resources and curtailing any operations that are not compatible with the purpose of the management area. The lessee is authorized to employ directional drilling to exploit the mineral resources within the aforementioned area(s) providing such drilling will not disturb the surface.

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 stipulations, see BLM Manual 1624 and 3101 or FS Manual 1950 and 2820).
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 #1A
NATIONAL FORESTS IN TEXAS

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

Piney Creek Horse Trail. 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.

Proposals for drilling sites and other related mineral activity will be located at least 150 feet from either side of the trail and may be subject to special requirements or limitations, including no surface occupancy, 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. (FW-158)

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

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 ¼ mile of an active red-cockaded woodpecker cluster. In addition, if foraging habitat is limited, no surface occupancy may occur within ½ 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
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. 33rd Street, Suite 101
Tulsa, OK 74145
(918) 621-4100

Bureau of Land Management
New Mexico State Office

NM-8-LN
April 2, 1991
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.

Bureau of Land Management
Oklahoma Field Office

ORA-1
November 1991
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.

Bureau of Land Management
Oklahoma Field Office

ORA-2
November 1991
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).

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.
POTASH STIPULATION

Stipulations to be made part of any oil and gas lease involving lands described in Secretarial Order, 51 Federal Register 39425 (October 28, 1986).

The lessee further agrees that:

(1) Drilling for oil and gas shall be permitted only in the event that the lessee establishes to the satisfaction of the Authorized Officer, Bureau of Land Management, that such drilling will not interfere with the mining and recovery of potash deposits, or the interest of the United States will best be served by permitting such drilling.

(2) No wells shall be drilled for oil or gas at a location which, in the opinion of the Authorized Officer, would result in undue waste of potash deposits or constitute a hazard to or unduly interfere with mining operations being conducted for the extraction of potash deposits.

(3) When it is determined by the Authorized Officer, that unitization is necessary for orderly oil and gas development and proper protection of potash deposits, no well shall be drilled for oil or gas except pursuant to a unit plan approved by the Authorized Officer.

(4) The drilling or the abandonment of any well on said lease shall be done in accordance with applicable oil and gas operating regulations (43 CFR 3160), including such requirements as the Authorized Officer may prescribe as necessary to prevent the infiltration of oil, gas or water into formations containing potash deposits or into mines or workings being utilized in the extraction of such deposits.

On the land(s) described below:

Bureau of Land Management
Carlsbad Field Office

SENM-S-1
Revised December 1996
NO SURFACE OCCUPANCY STIPULATION

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

For the purpose of:

Protecting occupied habitat for the Federally listed threatened Bluntnose Shiner species. This stipulation is a result of Section 7 consultation of the Endangered Species Act with the US Fish and Wildlife Service. Per the consultation, this stipulation cannot be waived on the lands described above.
NO SURFACE OCCUPANCY
STIPULATION

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

For the purpose of:

a. preventing hazards to oil and gas operations due to drilling through open potash mine workings, cavities or voids over which the lands are situated.

b. preventing open potash mine workings from becoming gassey thereby creating a hazard to human health and safety during underground mining.

c. protecting critical, economically important potash resources within the Secretary’s Potash Area as discussed in the Carlsbad Resource Management Plan.
WILDLIFE HABITAT PROJECTS

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

Surface disturbance will not be allowed within up to 200 meters of existing or planned wildlife habitat improvement projects. Large-scale vegetation manipulation projects such as prescribed burns will be excepted. This requirement will be considered for waiver with appropriate off-site mitigation, as determined by the Authorized Officer.

For the purpose of: Protecting Wildlife Habitat Projects
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:

Bureau of Land Management
Roswell/Carlsbad Field Offices

December 1997
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

Bureau of Land Management
Roswell/Carlsbad Field Offices

SENM-S-19
December 1997
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

Bureau of Land Management
Roswell/Carlsbad Field Offices

SENM-S-20
December 1997
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

Bureau of Land Management
Roswell/Carlsbad Field Offices

SENM-S-22

December 1997
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 contract 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
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 (Hilaria mutica) ------------------------------- 4 lbs/acre
  Black grama (Bouteloua eriopoda) --------------------- 1 lb/acre
  Silver bluestem (Bothriochloa saccharoides) ------ 5 lbs/acre
  Sideoats grama (Bouteloua curtipendula) --------- 5 lbs/acre
  Plains bristlegrass (Setaria macrostachya) ------- 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.
Guadalupe Escarpment Scenic Area
Visual Resource Management Class III Objectives
Special Stipulations

Proposed projects may be located within the Guadalupe Escarpment Scenic Area. The project will be built in a manner to minimize visibility from National Parks Highway (US 62/180).

Special Operating Constraints:

The following stipulations will apply to minimize impacts during construction, drilling and production.

1. The proposed pad size must be reduced to the minimum necessary for safe drilling operations. Final well pad dimensions will be determined during the permit approval process. Vehicle travel outside approved surface disturbance areas is prohibited and not authorized.

2. All above ground facilities, structures, appurtenances, and pipelines must be low profile (less than 7 feet in height), unless this requirement is waived or modified by the BLM authorized officer.

3. All above ground facilities, structures, appurtenances, and pipelines will be painted with a site-specific non-reflective (Flat) paint color in accordance with Notices to Lessees and Operators 87-1 (New Mexico).

4. Upon completion of the well and installation of the production facilities (if the well is a producer) the pad will be reclaimed back to a size necessary for production operations only. The edges will be recontoured and the extra caliche and pad material will be hauled off-site.

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

For the purpose of:

Managing habitat suitable for the lesser prairie chicken (LPC) and sand dune lizard (SDL). The lease contains isolated blocks of unfragmented habitat suitable for LPC or SDL. Habitat parameters within this area are needed for the life cycle of the species (e.g., edge) or, with habitat manipulation, the area could become suitable habitat. To the extent possible, buffer zones around active LPC leks will be utilized to provide resource protection.
All or a portion of the lease is within the boundary of the Overflow Wetlands Area of Critical Environmental Concern (ACEC). A portion of this ACEC is designated as no surface occupancy for oil and gas operations. The restricted areas are illustrated on the map included with this stipulation. Access for oil and gas lease development is prohibited within these designated areas or as described below. The portion of the lease within the no surface occupancy zones may be developed by prorationing or directional drilling from outside the restricted area.

For the purpose of protecting resource values within the Overflow Wetlands Area of Critical Environmental Concern.

Note: with attached map.
V - Federal Land
(Public Lands)
P - Private Land
S - State Lands

MAP A12-2
OVERFLOW WETLANDS
Roswell Resource Area
NO SURFACE OCCUPANCY STIPULATION
GUADALUPE ESCARPMENT SCENIC AREA ZONE 1

All or a portion of the lease lies within Zone 1 of the Guadalupe Escarpment Scenic Area as described in the Carlsbad Resource Management Plan.

No surface occupancy is allowed within Zone 1.

On the lands described below:

For the purpose of:

Protection of highly sensitive visual areas as seen in the immediate foreground from key observation points along U.S. Highway 62/180, from the designated National Park Service wilderness, and US Forest Service scenic areas.

Bureau of Land Management
Carlsbad Field Office

SENMS-41(NSO)
September 1988
SOUTHERN GUADALUPE ESCARPMENT RESOURCES

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

(1) Well sites will be located to avoid sensitive resources. Drilling fluid/mud systems must be contained in metal tanks, drill cuttings must be disposed off-site, surface tanks must have berms sufficient to contain the total volume of all tanks. The berm area must be lined sufficient to prevent any leakage and rip-stop padding must be used to prevent tears or punctures in liners.

(2) The casing and cementing programs must be designed to allow for a karst protection string and all strings of casing must be cemented to the surface, upon abandonment of the well, the wellbore will be cemented from the base of the cave/karst zone to the surface.

(3) Pads may be located adjacent to existing roads, projects may be routed in corridors, and cut and fill may be minimized at the discretion of the BLM authorized officer. Loamy soil in gyp/loamy areas must be stockpiled to use for reclamation.

(4) Directional drilling from approved well pads may be required at the discretion of the BLM authorized officer to reduce the need for additional roads and production infrastructure.

(5) To protect visual resources, use of low profile structures, selective paint colors, use of weathering substances to reduce the contrast of large boulders and cut areas, natural colored power poles, non-reflective (non-specular) wire, setting the drill site back from the edge of bluffs, and other techniques will be considered at the time a drilling is processed.

(6) Interim reclamation of the drill site will be completed within six months of well completion. Interim reclamation plans including production equipment or facility site diagrams will be included in the surface use plan (SUP) at the time of the Application for Permit to Drill (APD). Additional consultation between the operator and the BLM authorized officer may be required to determine final drill site dimensions.

(7) Initial reclamation of the site will occur within three months of well abandonment. All reclamation requirements will be completed within six months of well plugging. Reclaimed well sites will continue to be monitored until
desirable vegetation (seeded and native) is established. Additional work may be required at the discretion of the BLM authorized officer to achieve results.

Appropriate seed mixes must be used; alkali sacaton, for-wing saltbush in gyp, sideoats grama, bristlegrass in shallow limestone are examples. Use of annual “nurse crop” to get initial cover and provide additional organic matter to soils may be required. Caliche removal, diskng, mulching, irrigation, fertilizing, seeding rates, seeding application (drilling vs. broadcasting), time of year to seed, fencing and weed control may be required as deemed necessary by the BLM authorized officer.

For the purpose of protecting:

NO SURFACE OCCUPANCY STIPULATION

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

For the purpose of: Protection of wildlife habitat areas, recreational values, and cultural values.

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

Bureau of Land Management
Taos Resource Area Office

December 1992
TIMING LIMITATION STIPULATION

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

November 1 through March 30

On the lands described below:

For the purpose of: Protect important habitat for wintering herds of elk and mule deer. (Lumberton Area, Rio Arriba County)

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

Bureau of Land Management
Taos Resource Area Office

December 1992
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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