Competitive Oil and Gas Lease Sale

April 18, 2007

Bureau of Land Management
New Mexico State Office
1474 Rodeo Road
Santa Fe, New Mexico, 87505
February 27, 2007

NOTICE OF COMPETITIVE LEASE SALE
Oil and Gas

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

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

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

When and where will the sale take place?

When: The competitive sale will begin at 9:00 a.m. on Wednesday, April 18, 2007. The Accounts Office at the Bureau of Land Management, New Mexico State Office Building, will be used to register all bidders. Registration will start at 8:00 a.m. through 9:00 a.m. so you can obtain your bidding number.

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

Access: The sale room is accessible to persons with disabilities. If you need an auxiliary aid or service to participate in the sale, such as sign language interpreter or material in an alternate format, contact the New Mexico State Office, Marcella Montoya at (505) 438-7537 by April 4, 2007.
How will the sale be conducted?

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

How do I participate in the bidding process?

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

What is the sale process?

Starting at 9:00 a.m. on the day of the sale:
- The auctioneer will offer the parcels in the order they are shown in this Notice;
- All bids are on a per-acre basis for the entire acreage in the parcel;
- The winning bid is the highest oral bid;
- The decision of the auctioneer is final. However, if you believe the auctioneer has made an error or not acknowledged your bid, you must immediately make your concerns known to the auctioneer. Once the auctioneer has opened the bidding on the next parcel available for an oil and gas lease, the decisions made on the previous parcels offered are final.

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

How long will the sale last?

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

What conditions apply to the lease sale?

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

- Fractional interests: If the United States owns less than 100 percent of the oil and gas mineral interest for the land in a parcel, we will show that information with the parcel. When we issue the lease, it will be for the percentage or fraction of interest the United States owns. However, you must calculate your bonus bid and advance rental payment on the gross acreage in the parcel, not the United States net interest. For example, if a parcel contains 200 acres and the United States owns 50 percent of the oil and gas mineral interest, the minimum bonus bid will be $400 ($2 X 200 acres) and the advance annual rental will be $300 ($1.50 X 200 acres) for the first 5-years and $400 ($2 X 200 acres) for the remainder of the lease term. Royalty on production will be calculated on the United States net oil and gas mineral interest.
Payment due on the day of the sale: For each parcel you are the successful high bidder, you must pay the minimum bonus bid of $2 per acre or fraction of an acre; the first years’ advance annual rental of $1.50 per acre or fraction of an acre; and a non-refundable administrative fee of $130. You must make this payment in our Accounts Office at the BLM office either during, or immediately following the sale.

- Remaining payments: If your bonus bid was more than $2.00 per acre or fraction of an acre and you didn’t pay the full amount on the day of the sale, you must pay the balance of your bonus bid by 4:00 p.m. on May 2, 2007, which is the 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.

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

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

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

(1) You and the prospective lessee are qualified to hold an oil and gas lease under our regulations at Title 43 CFR 3102.5-2; and

(2) Both of you have complied with 18 U.S. C. 1860, a law that prohibits unlawful combinations, intimidation of and collusion among bidders.

-Federal acreage limitations: Qualified individuals, associations, or corporations may only participate in a competitive lease sale and purchase Federal oil and gas leases from this office if such purchase will not result in exceeding the State limit of 246,080 acres of public domain lands and 246,080 acres of acquired lands (30 U.S.C. 184(d)). For the purpose of chargeable acreage limitations, you are charged with your proportionate share of the lease acreage holdings of partnerships or corporations in which you own an interest greater than 10 percent. Lease acreage committed to a unit agreement or development contract that you hold, own or control is excluded from chargeability for acreage limitation purposes.
The acreage limitations and certification requirements apply for competitive oil and gas lease sales, noncompetitive lease offers, transfer of interest by assignment of record title or operating rights, and options to acquire interest in leases regardless of whether an individual, association, or corporation has received, under 43 CFR 3101.2-4, additional time to divest excess acreage acquired through merger or acquisition.

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

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

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

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

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

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

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

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

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

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

What parcels are available for noncompetitive offers to lease?

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

How do I file a noncompetitive offer after the sale?

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

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

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

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

How do I file a noncompetitive presale offer?

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

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

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

We have tentatively scheduled our next competitive sale for July 18, 2007. Please send nominations for that sale by March 9, 2007.

How can I find out the results of this sale?

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

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

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

? We must receive a protest no later than close of business on the 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--

1. There is no evidence that the lessee(s) derived any benefit from possession of the lease during the time they held it, and;

2. There is no indication of bad faith or other reasons not to refund the rental, bonus bid and administrative fee.

Inclement Weather Conditions

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

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

1. In the event of a 2-hour delay, the doors to the BLM, NMSO will remain locked until 9:30 a.m. The Oil and Gas Lease Sale will begin at 11:00 a.m. with registration starting at 10:00 a.m. Please call the recorded information number at (505) 438-7400, for delays.

2. In the event that the BLM office is CLOSED for Business on the day of the Oil and Gas Lease Sale, the sale will be cancelled and rescheduled at a later date. Please call the recorded information number at (505) 438-7400, for closures.

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

Your safety and the safety of our BLM employees is our major concern.
Power Outages - In the event of a power outage, the office will be CLOSED.

Whom should I contact if I have a question?

For general information, please contact our Information Access Center at (505) 438-7471 or for information or questions about the sale, contact: Bernadine T. Martinez at (505) 438-7530.

/s/Bernadine T. Martinez

Bernadine T. Martinez
Land Law Examiner
Fluids Adjudication Team
PLEASE FILL IN THE NAME AND ADDRESS AS IT SHOULD APPEAR ON THE ISSUED LEASE

NEW BIDDER REGISTRATION FORM

BIDDER NO. ________
(Leave Blank)

NAME: ______________________________________________

TELEPHONE: _________________________________________

ADDRESS: _____________________________________________

CITY: ________________________________________________

STATE: ______________________ ZIP CODE: _______________

E-MAIL ADDRESS:______________________________________

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

___________________________ ________________
SIGNATURE DATE
The undersigned (reverse) offers to lease all or any of the lands in Item 2 that are available for lease pursuant to the Mineral Leasing Act of 1920, as amended and supplemented (30 U.S.C. 181 et seq.), the Mineral Leasing Act for Acquired Lands of 1947, as amended (30 U.S.C. 351-359), the Attorney General’s Opinion of April 2, 1941 (40 Op. Atty. Gen. 41), or the

READ INSTRUCTIONS BEFORE COMPLETING

Name
Street
City, State, Zip Code

2. This application/offer/lease is for: (Check only One) □ PUBLIC DOMAIN LANDS □ ACQUIRED LANDS (percent U.S. interest

Surface managing agency if other than BLM: ____________________________________________

Legal description of land requested: *Parcel No.: ____________________________________________

*Sale Date (m/d/y): _______ / _______ / _______

SEE ITEM 2 IN INSTRUCTIONS BELOW PRIOR TO COMPLETING PARCEL NUMBER AND SALE DATE.

T. R. Meridian State County

Amount remitted: Filing fee $ ____________________________ Total acres applied for ____________

Rental fee $ ____________________________________ Total $ ____________________________

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. R. Meridian State County

Total acres in lease ____________

Rental retained $ ____________________________

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

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

Type and primary term of lease: THE UNITED STATES OF AMERICA

□ Noncompetitive lease (ten years)

by ____________________________ (Signing Officer)

□ Competitive lease (ten years)

____________________________ (Title) ____________________________ (Date)

□ Other ____________________________ EFFECTIVE DATE OF LEASE ____________________________

(Continued on reverse)
LEASE TERMS

Sec. 1. Rental—Rents 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;
(d) 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 contain a provision for allocation of production, royalties shall be paid on the production allocated to this lease. However, annual rentals shall continue to be due at the rate specified in (a), (b), or (c) for those lands not within a participating area.

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

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

(a) Noncompetitive lease, 12 1/2 %;
(b) Competitive lease, 12 1/2 %;
(c) Other, see attachment;
(d) 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 prices on products after giving lessee notice and an opportunity to be heard. When paid in value, royalties shall be due and payable on the last day of the month following the month in which production occurred. When paid in kind, production shall be delivered at such place as the Secretary may otherwise specify.

Failure to produce or otherwise act in good faith, or failure to maintain a merchantable condition on the premises where produced without cost to lessee. Lessee shall not be required to hold such production in storage for a period exceeding the last day of the month following the month in which production occurred, nor shall lessee be held liable for loss or destruction of royalty oil or other products in storage from causes beyond the reasonable control of lessee.

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

An interest charge shall be assessed on late royalty payments or underpayments in accordance with the Federal Oil and Gas Royalty Management Act of 1982 (POGORMA) (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 POGORMA 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 prevent development of production on a competitive noncooperative basis for the purpose of draining or unitizing the 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 the proper office of lessee, not later than 30 days after the date of the lease, a copy of the lease, and all records and other documents necessary for the purpose of this lease. Lessee shall furnish detailed statements showing amounts and quality of all products removed and sold, produced therefrom, and amount used for production purposes or unavoidably lost. Lessee may be required to provide additional information, the lease shall be examined by the lessee, and a record of subsurface investigations and furnish copies to lessee when requested. Lessee shall keep open at all reasonable times for inspection by any owner 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 inspections on or in the leased lands. Lessee shall maintain copies of all contracts, sales agreements, accounting records, and documentation such as billsings, invoices, or similar documentation that supports costs claimed as manufacturing, preparation, and 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 uses 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 of 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 renewal of easements or rights-of-way. Such uses shall be conditioned so 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 repairs needed as a result of conducting operations or the storage or transportation of impacted or uncontrolled substances to or from other resources. Lessee may be required to complete minor inventories or short term special studies under guidelines provided by lessor. If in the conduct of operations, threatened or endangered species, objects of historic or scientific interest, or substantial unanticipated environmental effects are observed, lessee shall immediately contact lessor. Lessee shall cease any operations that would result in the destruction of such species or objects.

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

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

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

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

Lessee reserves the right to ensure that production is sold at reasonable prices and to prevent monopoly. If lessee operates a pipeline, or owns controlling interest in a pipeline or a company operating a pipeline, which may be operated accessible to oil derived from these leased lands, lessee shall comply with section 10 of the Interstate Commerce Act (49 U.S.C. 102).

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

Sec. 11. Transfer of lease interests and relinquishment of lease—As required by regulations, lessee shall file with lessee any assignment or other transfer of an interest in this lease. Lessee may relinquish this lease or any legal subdivision by filing in the proper office a relinquishment statement, which shall be effective as of the date of filing, subject to the continuous obligation of the lessee and property owner.

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

Sec. 13. Proceedings in case of default—If lessee fails to comply with any provisions of this lease, and the noncompliance continues for 30 days after written notice thereof, this lease shall be subject to cancellation unless or until the lesseehold contains a well capable of production of oil or gas in paying quantities, or the lessee is committed to an approved cooperative or unit plan or consolidation agreement which contains a well capable of production of unitized substances in paying quantities. This provision shall not be construed to prevent the exercise by lessee 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 POGORMA (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.
**INSTRUCTIONS FOR OIL AND GAS BID**

1. Separate bid for each parcel is required. Identify parcel by the parcel number assigned in the Notice of Competitive Lease Sale.

2. Bid must be accompanied by the national minimum acceptable bid, the first year's rental and the administrative fee. The remittance must be in the form specified in 43 CFR 3103.1-1. The remainder of the bonus bid, if any, must be submitted to the proper BLM office within 10 working days after the last day of the oral auction. Failure to submit the remainder of the bonus bid within 10 working days will result in rejection of the bid offer and forfeiture of all monies paid.

3. If bidder is not the sole party in interest in the lease for which the bid is submitted, all other parties in interest may be required to furnish evidence of their qualifications upon written request by the authorized officer.

4. This bid may be executed (signed) before the oral auction. If signed before the oral auction, this form cannot be modified without being executed again.

5. In view of the above requirement (4), bidder may wish to leave AMOUNT OF BID section blank so that final bid amount may be either completed by the bidder or the Bureau of Land Management at the oral auction.

---

**INSTRUCTIONS FOR GEOTHERMAL OR NPR-A OIL AND GAS BID**

1. Separate bid for each parcel is required. Identify parcel by the number assigned to a tract.

2. Bid must be accompanied by one-fifth of the total amount of bid. The remittance must be in the form specified in 43 CFR 3220.4 for a Geothermal Resources bid and 3132.2 for a NPR-A lease bid.

3. Mark envelope Bid for Geothermal Resources lease in (Name of KGRA) or Bid for NPR-A Lease, as appropriate. Be sure correct parcel number of tract on which bid is submitted and date of bid opening are noted plainly on envelope. No bid may be modified or withdrawn unless such modification or withdrawal is received prior to time fixed for opening of bids.

4. Mail or deliver bid to the proper BLM office or place indicated in the Notice of Competitive Lease Sale.

5. If bidder is not the sole party in interest in the lease for which bid is submitted, all other parties in interest may be required to furnish evidence of their qualifications upon written request by the authorized officer.

---

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

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

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

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

NOTICE

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


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

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

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 2 hours per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, Bureau Clearance Officer (WO-630), 1620 L Street, Washington, D.C. 20203 and the Office of Management and Budget, Desk Officer for the Interior Department, Office of Regulatory Affairs (1004-0074), Washington, D.C. 20503.
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NOTICE

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

<table>
<thead>
<tr>
<th>Sale Date</th>
<th>Team Lead for Sale</th>
<th>Expressions of Interest (EOI)</th>
<th>Closing Date and Presale Applications</th>
<th>Posted on Website/Mailed to the Public</th>
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</thead>
</table>

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

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

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

/s/ Gloria S. Baca

Gloria S. Baca
Land Law Examiner
Fluids Adjudication Team
**NEW MEXICO PUBLIC DOMAIN**

**NM-200704-001** 320.000 Acres

- T.0210S, R.0210E, 23 PM, NM  
  Sec. 010 N2;
- Eddy County
- Carlsbad FO
- NMNM 90492
- Stipulations:
  - NM-11-LN Special Cultural Resource
  - SENM-LN-1 Cave - Karst Occurrence Area
  - SENM-S-17 Slopes or Fragile Soils
  - SENM-S-18 Streams, Rivers, and Floodplains
  - SENM-S-25 Visual Resource Management

**NM-200704-002** 320.000 Acres

- T.0080S, R.0220E, 23 PM, NM  
  Sec. 028 E2;
- Chaves County
- Roswell FO
- NMNM 22060
- Stipulations:
  - SENM-S-17 Slopes or Fragile Soils
  - SENM-S-18 Streams, Rivers, and Floodplains
  - SENM-S-21 Caves and Karst
  - SENM-S-25 Visual Resource Management

**NM-200704-003** 1280.000 Acres

- T.0210S, R.0250E, 23 PM, NM  
  Sec. 028 ALL;  
  033 ALL;
- Eddy County
- Carlsbad FO
- NMNM 96823, NMNM 96824
- NMNM 96925, NMNM 96826
- Stipulations:
  - NM-11-LN Special Cultural Resource
  - SENM-LN-1 Cave - Karst Occurrence Area
  - SENM-S-17 Slopes or Fragile Soils

**NM-200704-004** 1120.000 Acres

- T.0260S, R.0270E, 23 PM, NM  
  Sec. 005 W2,SE;  
  008 ALL;
- Eddy County
- Carlsbad FO
- NMNM 96837, NMNM 96838
- Stipulations:
  - NM-11-LN Special Cultural Resource
  - SENM-LN-1 Cave - Karst Occurrence Area
  - SENM-S-17 Slopes or Fragile Soils
  - SENM-S-18 Streams, Rivers, and Floodplains
  - SENM-S-21 Caves and Karst

**NM-200704-005** 40.000 Acres

- T.0170S, R.0280E, 23 PM, NM  
  Sec. 014 SWSW;
- Eddy County
- Carlsbad FO
- NMNM 067739
- Stipulations:
  - NM-11-LN Special Cultural Resource
  - SENM-LN-1 Cave - Karst Occurrence Area
  - SENM-S-17 Slopes or Fragile Soils
  - SENM-S-21 Caves and Karst

**NM-200704-006** 240.000 Acres

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

**NM-200704-007** 436.910 Acres

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

**NM-200704-008** 200.000 Acres

- T.0130S, R.0290E, 23 PM, NM  
  Sec. 020 NESW,S2SW,W2SE;
- Chaves County
- Roswell FO
- NMNM 54287
- Stipulations:
  - SENM-S-19 Playas and Alkali Lakes
  - SENM-S-25 Visual Resource Management
  - WO-ESA-7 Endangered Species Act
  (Sec. 20: W2SE)
NM-200704-009        719.450 Acres
T.0260S, R.0290E, 23 PM, NM
Sec. 005   NW;
006   LOTS 1,2,4;
006   E2,E2NW,SESW;
Eddy County
Carlsbad FO
NMNM 96850
Stipulations:
NM-11-LN Special Cultural Resource
SENM-S-17 Slopes or Fragile Soils
SENM-S-18 Streams, Rivers, and Floodplains
SENM-S-25 Visual Resource Management
SENM-S-43 No Surface Occupancy
(Sec. 05:  S2NW)
(Sec. 06:  Lot 2, S2NE, N2SE)

NM-200704-010        46.120 Acres
T.0060S, R.0310E, 23 PM, NM
Sec. 001   LOTS 3;
Chaves County
Roswell FO
NMNM 81948
Stipulations:
SENM-S-19 Playas and Alkali Lakes
SENM-S-25 Visual Resource Management

NM-200704-011        80.000 Acres
T.0060S, R.0310E, 23 PM, NM
Sec. 017   S2SW;
Chaves County
Roswell FO
NMNM 81948
Stipulations:
SENM-S-18 Streams, Rivers, and Floodplains
SENM-S-19 Playas and Alkali Lakes
SENM-S-25 Visual Resource Management

NM-200704-012        40.000 Acres
T.0060S, R.0310E, 23 PM, NM
Sec. 034   SWNE;
Chaves County
Roswell FO
NMNM 63751
Stipulations:
SENM-S-25 Visual Resource Management

NM-200704-013        306.890 Acres
T.0060S, R.0320E, 23 PM, NM
Sec. 007   LOTS 4;
007   SESW;
018   LOTS 1;
018   NENW;
031   LOTS 4;
031   SESW,S2SE;
Roosevelt County
Roswell FO
NMNM 81955
Stipulations:
SENM-S-17 Slopes or Fragile Soils
SENM-S-19 Playas and Alkali Lakes
SENM-S-25 Visual Resource Management

NM-200704-014        80.000 Acres
T.0230S, R.0330E, 23 PM, NM
Sec. 005   E2SE;
Lea County
Carlsbad FO
NMNM 96859
Stipulations:
NM-11-LN Special Cultural Resource
SENM-S-22 Prairie Chickens

NM-200704-015        200.090 Acres
T.0050S, R.0340E, 23 PM, NM
Sec. 005   LOTS 3;
019   SE;
Roosevelt County
Roswell FO
NMNM 67799, NMNM 69595
Stipulations:
SENM-S-17 Slopes or Fragile Soils
SENM-S-19 Playas and Alkali Lakes
SENM-S-20 Springs, Seeps and Tanks
SENM-S-25 Visual Resource Management

NM-200704-016        120.000 Acres
T.0060S, R.0340E, 23 PM, NM
Sec. 020   SENW;
024   W2NW;
Roosevelt County
Roswell FO
NMNM 90908
Stipulations:
SENM-S-25 Visual Resource Management
NM-200704-017  355.160 Acres
T.0060S, R.0350E, 23 PM, NM
Sec. 012  SWNE;
  019  LOTS 2, 3;
  019  N2NE;
  029  NWNW;
  030  NENE;
  031  E2SW;
Roosevelt County
Roswell FO
NMNM 55968, NMNM 82947
Stipulations:
SENM-S-18 Streams, Rivers, and Floodplains
SENM-S-19 Playas and Alkali Lakes
SENM-S-25 Visual Resource Management

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

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

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

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

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

NM-200704-023  178.400 Acres
T.0060N, R.0010W, 23 PM, NM
Sec. 008  LOTS 1, 2;
  014  LOTS 1-3;
  014  SWSW;
  026  LOTS 1;
Rio Arriba County
Farmington FO
FEDERAL ENERGY REGULATORY COMMISSION
NMNM 32117
Stipulations:
F-19-NSO Special Cultural Values (Sec. 13: SW, W2SE)
NM-11-LN Special Cultural Resource

NM-200704-024  1160.000 Acres
T.0230N, R.0060W, 23 PM, NM
Sec. 012  E2, E2W2;
  013  S2;
  014  S2;
  015  NENE;
Rio Arriba County
Farmington FO
NMNM 25807, NMNM 41720, NMNM 41721
NMNM 60754, NMNM 76835
Stipulations:
F-19-NSO Special Cultural Values (Sec. 13: SW, W2SE)
NM-11-LN Special Cultural Resource
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<td>San Juan County, Farmington FO, NMNM 5454, NMNM 36946, NMNM 43439, NMNM 55837, NMNM 60334; Stipulations: F-9-CSU Paleontology (Sec. 10: All); F-19-NSO Special Cultural Values (Sec. 20: N2SENE, S2NENE); NM-11-LN Special Cultural Resource</td>
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NM-200704-032  637.400 Acres
T.0200N, R.0090W, 23 PM, NM
Sec. 030  LOTS 1-4;
030  E2,E2W2;
McKinley County
Farmington FO
NMNM 65520, NMNM 89790
Stipulations:
NM-11-LN Special Cultural Resource

NM-200704-033  1040.000 Acres
T.0240N, R.0090W, 23 PM, NM
Sec. 003  SE;
011  NE;
012  N2NE;
014  NW;
015  N2,SE;
San Juan County
Farmington FO
NMSF 078859, NMSF 078859-D, NMNM 24464, NMNM 36950, NMNM 41651
Stipulations:
F-19-NSO Special Cultural Values
(Sec. 15: W2S,WNE, E2SEN, SWSEN)
NM-11-LN Special Cultural Resource

NM-200704-034  1522.850 Acres
T.0250N, R.0090W, 23 PM, NM
Sec. 023  N2,SW;
024  NE,S2;
025  LOTS 1-6;
025  SE;
026  SE;
San Juan County
Farmington FO
NMNM 61563, NMNM 61564, NMNM 61565
NMNM 61566, NMNM 76849, NMNM 84691
Stipulations:
NM-11-LN Special Cultural Resource

NM-200704-035  80.590 Acres
T.0240N, R.0100W, 23 PM, NM
Sec. 001  LOTS 1;
001  SENE;
San Juan County
Farmington FO
NMNM 468009
Stipulations:
NM-11-LN Special Cultural Resource

NM-200704-036  502.000 Acres
T.0290N, R.0130W, 23 PM, NM
Sec. 031  LOTS 1-4;
031  E2,E2W2;
San Juan County
Farmington FO
NMNM 0349834, NMSF 078931-B
Stipulations:
F-31-NSO - Dunes Vehicle RA
(Sec. 31: NWNE)
NM-11-LN Special Cultural Resource

NEW MEXICO ACQUIRED

NM-200704-037  40.000 Acres
T.0180S, R.0230E, 23 PM, NM
Sec. 005  E2,EW;
Eddy County
Carlsbad FO
NMNM 003302
Stipulations:
NM-11-LN Special Cultural Resource
SENM-LN-1 Cave - Karst Occurrence Area
SENM-S-18 Streams, Rivers, and Floodplains
SENM-S-21 Caves and Karst
SENM-S-31 Northern Aplomado Falcon

OKLAHOMA PUBLIC DOMAIN

NM-200704-038  80.000 Acres
T.0110N, R.0040E, 17 PM, OK
Sec. 028  E2NE;
Pottawatomie County
Tulsa FO
US OWNS 50% MINERAL INTEREST
OKNM 97186
Stipulations:
ORA-1 Floodplain Protection (CSU)
ORA-2 Wetland/Riparian (CSU)
WO-ESA 7 Endangered Species Act

NM-200704-039  40.000 Acres
T.0010S, R.0100E, 17 PM, OK
Sec. 021  N2NW,S2NW;
Coal County
Tulsa FO
OKNM 64523
Stipulations:
NM-8 Coal Reserves (Releases Notice)
ORA-1 Floodplain Protection (CSU)
ORA-2 Wetland/Riparian (CSU)
WO-ESA 7 Endangered Species Act

NM-200704-040  120.020 Acres
T.0030N, R.0200E, 11 PM, OK
Sec. 001  LOTS 1;
001  S2NE;
Beaver County
Tulsa FO
OKNM 97297
Stipulations:
ORA-1 Floodplain Protection (CSU)
ORA-2 Wetland/Riparian (CSU)
ORA-5 Lesser Prairie Chicken
WO-ESA 7 Endangered Species Act
**NM-200704-041**  40.000 Acres  
T.0020N, R.0220E, 11 PM, OK  
Sec. 013  SESW;  
Beaver County  
Tulsa FO  
OKNM 97298  
Stipulations:  
ORA-1 Floodplain Protection (CSU)  
ORA-2 Wetland/Riparian (CSU)  
ORA-5 Lesser Prairie Chicken

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

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

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

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

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

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

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

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

**NM-200704-050**  114.430 Acres  
T.0280N, R.0140W, 17 PM, OK  
Sec. 006  LOTS 6;  
017  NWSW;  
020  SENW;  
Woods County  
Tulsa FO  
OKNM 97215  
Stipulations:  
ORA-1 Floodplain Protection (CSU)  
ORA-2 Wetland/Riparian (CSU)  
WO-ESA 7 Endangered Species Act
<table>
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| NM-200704-051   | 160.000   | 160.000 Acres  
T.0030S, R.0150W, 17 PM, OK  
Sec. 028 SE;  
Tillman County  
Tulsa FO  
OKNM 97292  
Stipulations:  
ORA-2 Wetland/Riparian (CSU) |
| NM-200704-052   | 34.760    | 34.760 Acres  
T.0080N, R.0150W, 17 PM, OK  
Sec. 035 LOT 5;  
Washita County  
Tulsa FO  
OKNM 97216  
Stipulations:  
ORA-1 Floodplain Protection (CSU)  
ORA-2 Wetland/Riparian (CSU) |
| NM-200704-053   | 40.000    | 40.000 Acres  
T.0280N, R.0150W, 17 PM, OK  
Sec. 010 NWSE;  
Woods County  
Tulsa FO  
OKNM 97218  
Stipulations:  
No Stipulations Attached |
| NM-200704-054   | 80.240    | 80.240 Acres  
T.0170N, R.0160W, 17 PM, OK  
Sec. 029 NENW;  
030 LOT 2;  
Dewey County  
Tulsa FO  
OKNM 97220  
Stipulations:  
No Stipulations Attached |
| NM-200704-055   | 80.000    | 80.000 Acres  
T.0180N, R.0160W, 17 PM, OK  
Sec. 011 NESE, SWSE;  
Dewey County  
Tulsa FO  
OKNM 97221  
Stipulations:  
No Stipulations Attached |
| NM-200704-056   | 40.000    | 40.000 Acres  
T.0220N, R.0160W, 17 PM, OK  
Sec. 001 NESE;  
Major County  
Tulsa FO  
OKNM 97223  
Stipulations:  
ORA-2 Wetland/Riparian (CSU) |
| NM-200704-057   | 320.000   | 320.000 Acres  
T.0240N, R.0160W, 17 PM, OK  
Sec. 022 N2;  
Woods County  
Tulsa FO  
OKNM 94878  
Stipulations:  
ORA-4 No Surface Occupancy |
| NM-200704-058   | 40.000    | 40.000 Acres  
T.0250N, R.0160W, 17 PM, OK  
Sec. 029 SENW;  
Woods County  
Tulsa FO  
OKNM 97226  
Stipulations:  
No Stipulations Attached |
| NM-200704-059   | 280.000   | 280.000 Acres  
T.0040S, R.0170W, 17 PM, OK  
Sec. 010 LOT 1A, 1B, 2A, 2B;  
015 LOT A, B;  
Tillman County  
Tulsa FO  
OKNM 97293  
Stipulations:  
ORA-1 Floodplain Protection (CSU)  
ORA-2 Wetland/Riparian (CSU)  
ORA-4 No Surface Occupancy  
WO-ESA 7 Endangered Species Act |
| NM-200704-060   | 226.410   | 226.410 Acres  
T.0200N, R.0170W, 17 PM, OK  
Sec. 005 LOT 3, 4;  
005 SWNE, S2NW;  
014 LOT 5;  
Woodward County  
Tulsa FO  
OKNM 97228  
Stipulations:  
ORA-1 Floodplain Protection (CSU)  
ORA-2 Wetland/Riparian (CSU)  
WO-ESA 7 Endangered Species Act |
NM-200704-061   160.000 Acres  
T.0210N, R.0170W, 17 PM, OK 
Sec. 031   NESE; 
032 N2SW,SESW;  
Woodward County  
Tulsa FO  
OKNM 97229  
Stipulations:  
ORA-1 Floodplain Protection (CSU)  
ORA-2 Wetland/Riparian (CSU)  
WO-ESA 7 Endangered Species Act  

NM-200704-062   40.000 Acres  
T.0110N, R.0180W, 17 PM, OK 
Sec. 001   SWSW;  
Washita County  
Tulsa FO  
OKNM 97234  
Stipulations:  
No Stipulations Attached  

NM-200704-063   80.000 Acres  
T.0180N, R.0180W, 17 PM, OK 
Sec. 020   SENW,SWSE;  
Dewey County  
Tulsa FO  
OKNM 97237  
Stipulations:  
No Stipulations Attached  

NM-200704-064   85.270 Acres  
T.0210N, R.0180W, 17 PM, OK 
Sec. 005   LOTS 9; 
008 LOTS 1; 
010 SESW; 
025 SWNW;  
Woodward County  
Tulsa FO  
OKNM 97238  
Stipulations:  
ORA-1 Floodplain Protection (CSU)  
ORA-2 Wetland/Riparian (CSU)  
WO-ESA 7 Endangered Species Act  

NM-200704-065   80.000 Acres  
T.0260N, R.0180W, 17 PM, OK 
Sec. 008   W2NW;  
Woodward County  
Tulsa FO  
OKNM 97239  
Stipulations:  
ORA-5 Lesser Prairie Chicken  

NM-200704-066   99.480 Acres  
T.0020S, R.0190W, 17 PM, OK 
Sec. 006   LOTS 3,4; 
007 LOTS 9,10; 
017 LOTS 4; 
020 LOTS 1;  
Tillman County  
Tulsa FO  
OKNM 97294  
Stipulations:  
ORA-1 Floodplain Protection (CSU)  
ORA-2 Wetland/Riparian (CSU)  
WO-ESA 7 Endangered Species Act  

NM-200704-067   40.000 Acres  
T.0120N, R.0190W, 17 PM, OK 
Sec. 027   SWNE;  
Custer County  
Tulsa FO  
OKNM 97241  
Stipulations:  
ORA-2 Wetland/Riparian (CSU)  

NM-200704-068   280.000 Acres  
T.0270N, R.0200W, 17 PM, OK 
Sec. 035   SWNE,NESE; 
036 SENE,N2S2;  
Harper County  
Tulsa FO  
OKNM 97255  
Stipulations:  
ORA-1 Floodplain Protection (CSU)  
ORA-2 Wetland/Riparian (CSU)  
ORA-5 Lesser Prairie Chicken  

NM-200704-069   90.050 Acres  
T.0280N, R.0200W, 17 PM, OK 
Sec. 027   NENN; 
028 LOTS 4,5;  
Woods County  
Tulsa FO  
OKNM 97256  
Stipulations:  
ORA-1 Floodplain Protection (CSU)  
ORA-2 Wetland/Riparian (CSU)  
ORA-5 Lesser Prairie Chicken  
WO-ESA 7 Endangered Species Act  

NM-200704-070   40.000 Acres  
T.0030N, R.0220W, 17 PM, OK 
Sec. 008   NNNW;  
Greer County  
Tulsa FO  
OKNM 36171  
Stipulations:  
ORA-2 Wetland/Riparian (CSU)
NM-200704-071  20.480 Acres
T.0090N, R.0220W, 17 PM, OK
Sec. 018  LOTS 4, 5;
019  LOTS 13;
Beckham County
Tulsa FO
OKNM 97263
Stipulations:
ORA-1 Floodplain Protection (CSU)
ORA-2 Wetland/Riparian (CSU)

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

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

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

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

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

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

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

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

NM-200704-080  160.000 Acres
T.0170N, R.0250W, 17 PM, OK
Sec. 034  NENE, SWNE, SENW, NESW;
Roger Mills County
Tulsa FO
OKNM 97284
Stipulations:
No Stipulations Attached
NM-200704-081  120.000 Acres
T.0180N, R.0250W, 17 PM, OK
Sec. 017  NESW;
  024  E2SE;
Ellis County
Tulsa FO
OKNM 97285
Stipulations:
ORA-1 Floodplain Protection (CSU)
ORA-2 Wetland/Riparian (CSU)
ORA-5 Lesser Prairie Chicken

NM-200704-082  40.000 Acres
T.0210N, R.0250W, 17 PM, OK
Sec. 006  SWSE;
Ellis County
Tulsa FO
OKNM 97286
Stipulations:
ORA-5 Lesser Prairie Chicken

NM-200704-083  40.000 Acres
T.0220N, R.0250W, 17 PM, OK
Sec. 030  SENW;
Ellis County
Tulsa FO
OKNM 97287
Stipulations:
ORA-5 Lesser Prairie Chicken

NM-200704-084  176.550 Acres
T.0290N, R.0250W, 17 PM, OK
Sec. 014  LOTS 7;
  014  SWSW;
  017  LOTS 8;
  017  NWSE;
  021  LOTS 1;
  022  LOTS 4;
  023  LOTS 1,5,6;
Harper County
Tulsa FO
OKNM 97289
Stipulations:
ORA-1 Floodplain Protection (CSU)
ORA-2 Wetland/Riparian (CSU)
ORA-5 Lesser Prairie Chicken
WO-ESA 7 Endangered Species Act

OKLAHOMA ACQUIRED
NM-200704-085  150.000 Acres
T.0010N, R.0010E, 17 PM, OK
Sec. 013  E2NW;
  013  E2W2NW, SWNWNW, W2SWNW;
Murray County
Tulsa FO
US OWNS 75% MINERAL INTEREST
OKNM 97179
Stipulations:
ORA-1 Floodplain Protection (CSU)
ORA-2 Wetland/Riparian (CSU)

NM-200704-086  260.000 Acres
T.0020N, R.0180E, 17 PM, OK
Sec. 013  NE, E2NW;
  013  E2NWNW;
Pushmataha County
Tulsa FO
CORPS OF ENGINEERS
SARDIS LAKE
US OWNS 50% MINERAL INTEREST:
  (SEC. 13:  NE)
US OWNS 25% MINERAL INTEREST:
  (Sec. 13:  E2NWNW, E2NW)
PENDING PRESALE OFFER NO. OKNM 107170
Stipulations:
COE-SS (1-A)
ORA-1 Floodplain Protection (CSU)
ORA-2 Wetland/Riparian (CSU)
WO-ESA 7 Endangered Species Act

NM-200704-087  160.000 Acres
T.0110N, R.0140W, 17 PM, OK
Sec. 027  SW;
Washita County
Tulsa FO
US OWNS 25% MINERAL INTEREST
OKNM 97240
Stipulations:
No Stipulations Attached

NM-200704-088  200.000 Acres
T.0110N, R.0190W, 17 PM, OK
Sec. 027  SW;
Washita County
Tulsa FO
US OWNS 25% MINERAL INTEREST
OKNM 97240
Stipulations:
ORA-2 Wetland/Riparian (CSU)
NM-200704-089  160.000 Acres
T.0130N, R.0190W, 17 PM, OK
Sec. 023  NW;
Custer County
Tulsa FO
OKNM 97242
Stipulations:
ORA-2 Wetland/Riparian (CSU)

NM-200704-090  1503.790 Acres
T.0230N, R.0220W, 17 PM, OK
Sec. 004  LOTS 4;
        004  SWNW, W2SW;
        005  LOTS 1-4;
        005  S2N2, S2;
        008  ALL;
        009  NWNW;
        009  N2S2NW;
Woodward County
Tulsa FO
CORPS OF ENGINEERS
FT. SUPPLY LAKE
US OWNS 50% MINERAL INTEREST
(Sec. 08:  S2SE)
OKNM 80663, OKNM 86975, OKNM 86201
OKNM 103832, OKNM 105518
Stipulations:
COE-SS (1-A)
ORA-5 Lesser Prairie Chicken

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

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

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

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

**NM-200704-095** 997.800 Acres

TX
TR NR-57 (153.80 Acres);
TR NR-65M (844.00 Acres);
McMullen County
Tulsa FO
BUREAU OF RECLAMATION
NUECES RIVER PROJECT
PENDING PRESALE OFFER NO. TXNM 116901
THIS PARCEL MAY HAVE A NON-PARTICIPATING
ROYALTY INTEREST (NPRI) RESERVED. THIS
IS A SEPARATE ROYALTY PAYMENT IN
ADDITION TO THE ROYALTY
PAID TO THE UNITED STATES UNDER THE
TERMS OF ANY BLM LEASE ISSUED, AND
IS PAID BY THE LESSEE DIRECTLY TO THE
NPRI OWNER.

Stipulations:
GP-135 Special Stipulations
ORA-2 Wetland/Riparian (CSU)
WO-ESA 7 Endangered Species Act
Quad No. 2898134

**NM-200704-096** 375.000 Acres

TX
TR K-10;
SEE EXH A FOR M&B W/MAP;
Trinity County
Tulsa FO
DAVY CROCKETT NATIONAL FOREST
TXNM 96153

Stipulations:
FS1
FS8 (TX) CSU#1A
FS8 (TX) CSU#1I
FS8 (TX) HLS1A
FS8 (TX) LN-6B-1
Quad Nos. 3195141 & 3195142

**NM-200704-097** 78.000 Acres

TX
TR K-10B;
EXH B FOR M&B W/MAP;
Trinity County
Tulsa FO
DAVY CROCKETT NATIONAL FOREST
TXNM 60114

Stipulations:
FS1
FS8 (TX) CSU#1A
FS8 (TX) CSU#1I
FS8 (TX) HLS-1A
Quad No. 3195141

**NM-200704-098** 104.000 Acres

TX
TR K-10E;
SEE EXH C FOR M&B W/MAP;
Trinity County
Tulsa FO
DAVY CROCKETT NATIONAL FOREST
TXNM 60113

Stipulations:
FS1
FS8 (TX) CSU#1A
FS8 (TX) CSU#1I
FS8 (TX) HLS1A
Quad No. 3195113

**NM-200704-099** 9.250 Acres

TX
TR K-16;
SEE EXH D FOR M&B W/MAP;
Houston County
Tulsa FO
DAVY CROCKETT NATIONAL FOREST
US OWNS 50% MINERAL INTEREST
TXNM 96119

Stipulations:
FS1
FS8 (TX) CSU#1A
FS8 (TX) CSU#1I
FS8 (TX) HLS-1A
Quad No. 3195142

**NM-200704-100** 48.000 Acres

TX
TR K-32;
SEE EXH E FOR M&B W/MAP;
Houston County
Tulsa FO
DAVY CROCKETT NATIONAL FOREST
TXNM 66298

Stipulations:
FS1
FS8 (TX) CSU#1A
FS8 (TX) CSU#1I
FS8 (TX) HLS-1A
Quad No. 3195142
NM-200704-101 25.000 Acres
TX
TR K-35;
SEE EXH F FOR M&B W/MAP;
Houston County
Tulsa FO
DAVY CROCKETT NATIONAL FOREST
TXNM 100891
Stipulations:
FS1
FS8 (TX) CSU#1A
FS8 (TX) CSU#1I
FS8 (TX) TLS-1A
Quad No. 3195412

NM-200704-102 40.000 Acres
TX
TR K-36B;
SEE EXH G FOR M&B W/MAP;
Houston County
Tulsa FO
DAVY CROCKETT NATIONAL FOREST
TXNM 60089
Stipulations:
FS1
FS8 (TX) CSU#1A
FS8 (TX) CSU#1I
FS8 (TX) TLS-1A
Quad No. 3195134

NM-200704-103 16.970 Acres
TX
TR K-52;
SEE EXH H FOR M&B W/MAP;
Houston County
Tulsa FO
DAVY CROCKETT NATIONAL FOREST
US OWNS 50% MINERAL INTEREST
Stipulations:
FS1
FS8 (TX) CSU#1A
FS8 (TX) CSU#1I
FS8 (TX) TLS-1A
Quad No. 3195143

NM-200704-104 80.400 Acres
TX
TR K-67;
SEE EXH I FOR M&B W/MAP;
Houston County
Tulsa FO
DAVY CROCKETT NATIONAL FOREST
US OWNS 50% MINERAL INTEREST
TXNM 70922
Stipulations:
FS1
FS8 (TX) CSU#1A
FS8 (TX) CSU#1I
FS8 (TX) TLS-1A
Quad Nos. 3195134 & 3195421

NM-200704-105 65.290 Acres
TX
TR K-84;
SEE EXH J FOR M&B W/MAP;
Houston County
Tulsa FO
DAVY CROCKETT NATIONAL FOREST
THIS PARCEL CONTAINS A 50% NON-PARTICIPATING ROYALTY INTEREST (NPRI) RESERVED. THIS IS A SEPARATE ROYALTY PAYMENT IN ADDITION TO THE ROYALTY PAID TO THE UNITED STATES UNDER THE TERMS OF ANY BLM LEASE ISSUED AND IS PAID BY THE LESSEE DIRECTLY TO THE NPRI OWNER.
TXNM 69205
Stipulations:
FS1
FS8 (TX) CSU#1A
FS8 (TX) CSU#1I
FS8 (TX) LN-3B
FS8 (TX) TLS-1A
Quad No. 3195143

NM-200704-106 1387.950 Acres
TX
TR K-1-III PARCEL #5;
SEE EXH K FOR M&B W/MAP;
Houston County
Tulsa FO
DAVY CROCKETT NATIONAL FOREST
TXNM 19769
Stipulations:
FS1
FS8 (TX) CSU#1A
FS8 (TX) CSU#1B-2
FS8 (TX) CSU#1I
FS8 (TX) TLS-1A
Quad No. 3195142
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Number of Parcels - 114

Total Acreage - 33,047.04

Total number of Parcels with Presale Offers - 2

Parcel Number of Parcels with Presale Offers - 86, 95

Total Acreage With Presale Offers - 1,257.80

Any portion of the listed lands may be deleted upon determination that such lands are not available for leasing.
DESCRIPTION FOR MINERAL LEASING
OF TRACT K-10
375.00 ACRES
DAVY CROCKETT NATIONAL FOREST
TRINITY COUNTY, TEXAS

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


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

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

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

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

THENCE N 52° 00’ E, along the Houston-Trinity County line, common to the J. P. Brannen Survey, 20.00 chains to corner 5 of Tract K-10, common to the beginning corner of F.S. Tract K-1a-VI, the second corner of the J. P. Brannen Survey and the thirteenth corner of the I. & G.N.R.R. Co. Survey No. 35, A-603, a F.S. standard concrete post marked K-339;
THENCE N 51° 30' E, with Tract K-1a-VI and along the Houston-Trinity County line, common to the I. & G.N.R.R. Co. Survey No. 35, 80.20 chains to corner 6 of Tract K-10, common to corner 2 of F.S. Tract K-2v, the sixth corner of the Sam F. Kenley Survey and the fifth corner of the W. P. English Survey, A-812-Trinity, A-1324-Houston;

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

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

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

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

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

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

THENCE S 00° 15' E, common to the George Rose and Sam F. Kenley Surveys, 27.30 chains to the PLACE OF BEGINNING, containing 375.00 acres, more or less.
DESCRIPTION FOR MINERAL LEASING
OF TRACT K-10b
78.00 ACRES
DAVY CROCKETT NATIONAL FOREST
TRINITY COUNTY, TEXAS

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

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

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

THENCE four lines within the Trinity County School Land Survey;

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

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

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

N 00° 15’ W, with Tract K-2b, 45.50 chains to the PLACE OF BEGINNING, containing 78.00 acres, more or less.
DESCRIPTION FOR MINERAL LEASING
OF TRACT K-10e
104.00 ACRES
DAVY CROCKETT NATIONAL FOREST
TRINITY COUNTY, TEXAS

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

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

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

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

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

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

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

THENCE South, with Tract K-2b, common to the B.B.B. & C.C.R. Co. and Trinity County School Land Surveys, 25.70 chains to the PLACE OF BEGINNING, containing 104.00 acres, more or less.
DESCRIPTION FOR MINERAL LEASING
OF TRACT K-16
9.25 ACRES
DAVY CROCKETT NATIONAL FOREST
HOUSTON COUNTY, TEXAS

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

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

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

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

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

THENCE N 00° 41’ 37” W, with the line between corners 3 and 2 of said Tract 45, 1242.79 feet to the PLACE OR POINT OF BEGINNING, containing 9.25 acres, more or less.
DESCRIPTION FOR MINERAL LEASING
OF TRACT K-32
48.00 ACRES
DAVY CROCKETT NATIONAL FOREST
HOUSTON COUNTY, TEXAS

All that certain tract or parcel of land lying and being in Houston County, Texas, embracing in part the Leonard Williams patented Survey, A-94, dated January 13, 1835 and being identified for mineral leasing purposes as Tract K-32. Tract K-32 contains 48.00 acres described as follows for mineral leasing purposes only.

Tract K-32 was acquired from The First National Bank of Alto, Texas by deed dated December 30, 1936 and recorded in Volume 184 Page 229, Deed Records, Houston County, Texas. It is not the intent of this description of Tract K-32 to include any lands within adjacent issued Bureau of Land Management (BLM) leases or lease offerings.

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

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

THENCE three lines within the Leonard Williams Survey:

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

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

S 67° 45' E, 15.90 chains to the PLACE OF BEGINNING, containing 48.00 acres, more or less.
DESCRIPTION FOR MINERAL LEASING
OF TRACT K-35
25.00 ACRES
DAVY CROCKETT NATIONAL FOREST
HOUSTON COUNTY, TEXAS

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

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

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

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

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

THENCE S 67° 45’ E, within the Jacob Prewitt Survey, 16.20 chains to the PLACE OF BEGINNING, containing 25.00 acres, more or less.
DESCRIPTION FOR MINERAL LEASING
OF TRACT K-36b
40.00 ACRES
DAVY CROCKETT NATIONAL FOREST
HOUSTON COUNTY, TEXAS

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

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

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

THENCE three lines within the George Robbins Survey:

N 45° 00' E, 31.30 chains to corner 3 of Tract K-36b;
S 45° 00' E, 12.80 chains to corner 4 of Tract K-36b;
S 45° 00' W, 31.30 chains to the PLACE OF BEGINNING, containing 40.00 acres, more or less.
DESCRIPTION FOR MINERAL LEASING
OF TRACT K-52
16.97 ACRES
DAVY CROCKETT NATIONAL FOREST
HOUSTON COUNTY, TEXAS

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

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

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

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

THENCE S 18° 28’ 57” W, 1280.43 feet to corner 4 of Tract K-52;

THENCE S 88° 31’ 07” E, with the south boundary of the Levi Sides Survey, 825.03 feet to the PLACE OF BEGINNING, containing 16.97 acres, be the same, more or less.
EXHIBIT I
Page 1 of 1

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

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

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

THENCE seven lines within the William P. Davis Survey:

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

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

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

    N 00° 15’ E, 33.18 chains to corner 5 of Tract K-67, a stake in a dry branch;
    S 82° 45’ W, 3.85 chains to corner 6 of Tract K-67, a point in the center of the old Crockett and Augusta road where a dry branch crosses same;
    N 23° 00’ W, 5.19 chains to corner 7 of Tract K-67, a stake on east bank of the old Crockett and Augusta road where a dry branch crosses same;
    S 88° 00’ E, 25.10 chains to the PLACE OF BEGINNING, containing 80.40 acres, more or less.
All that certain tract or parcel of land lying and being in Houston County, Texas, lying wholly within the Levi Sides patented Survey, A-981, dated January 4, 1877, and being identified for mineral leasing purposes as Tract K-84. Tract K-84 contains 65.29 acres and is described as follows for mineral leasing purposes only. Tract K-84 was acquired from T. J. Ashby by deed dated February 3, 1939 and recorded in Volume 194, Page 355 et seq., Deed Records, Houston County, Texas, and is subject to a 1/4th outstanding royalty interest as reserved in instrument dated 10/16/1935 from the Ashby Estate to W. Howard Lee, recorded in Volume 170, Page 136, Houston County Deed Records, and another 1/4th reservation of royalty interest only as reserved in instrument dated 10/16/1935 from the Ashby Estate to J. E. Suttles, recorded in Volume 171, Page 606, Houston County Deed Records. It is not the intent of this description of Tract K-84 to include any lands within adjacent issued Bureau of Land Management (BLM) leases or lease offerings.

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

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

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

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

THENCE N 18° 15' E, with F.S. Tract K-6, common to the Levi Sides and Frederick Calhoun Surveys, 19.80 chains to the place of beginning, containing 66.29 acres, SUBJECT TO Exception No. 1, a cemetery tract containing 1.0 acre, leaving a net area of 65.29 acres, be the same, more or less.
EXCEPTION NO. 1, CEMETERY TRACT, 1.0 acre: BEGINNING at corner 1 of Exception No. 1, an iron pipe witnessed by marked bearing trees. From this corner, corner 1 of F.S. Tract K-84, identical with the fourth corner of the Levi Sides Survey, bears N 71° 15’ W, 10.00 chains distant.

THENCE four lines within the Levi Sides Survey:

- S 71° 15’ E, 3.16 chains to corner 2 of Exception No. 1;
- S 18° 45’ W, 3.16 chains to corner 3 of Exception No. 1;
- N 71° 15’ W, 3.16 chains to corner 4 of Exception No. 1;
- N 18° 45’ E, 3.16 chains to the PLACE OF BEGINNING, containing 1.00 acre, more or less.
TRACT K-1-III PARCEL #5
DAVY CROCKETT NATIONAL FOREST
HOUSTON COUNTY, TEXAS
1,387.95 ACRES

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


THENCE S 00° 15' E, with F. S. Tract K-2z, common to the B.B.B. & C.R.R. Co. A-220 and John M. Smith A-1016 Surveys, 17.90 chains to corner 5 of Tract K-1-III, the ninth corner of the B.B.B. & C.R.R. Co. Survey A-220, and the eighth corner of
the B.B.B. & C.R.R. Co. Survey A-219, having a calculated bearing and distance of S 04° 04' 57" E, 18.35 chains for closure only;


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

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

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


THENCE S 60° 00' E, common to the I. & G.N.R.R. Co. Survey No. 56 and the William E. Long Survey, A-680, 20.10 chains to corner 110 of Tract K-1-III, the fifth corner of the I. & G.N.R.R. Co. Survey No. 56 and the third corner of John Wallace
Exhibit K
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Survey, A-1076;

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

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

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

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

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

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


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

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


THENCE S 02° 00’ W, common to the B.B.B. & C.R.R. Co. Survey and the David Childers Survey, 61.70 chains to the PLACE OF BEGINNING, containing 1,387.95 acres, more or less, for Tract K-1-III Parcel #5.
DESCRIPTION FOR MINERAL LEASING
OF TRACT K-1b-II PARCEL #3
CALLED 967.52 ACRES
DAVY CROCKETT NATIONAL FOREST
HOUSTON COUNTY, TEXAS

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

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

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

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

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

THENCE a calculated bearing and distance of N 67° 20' 41" W, common to the Pedro Elias Bean and Maria Francisco Perez Surveys, 106.43 chains across Tract K-1b-II to the PLACE OF BEGINNING, and being called 967.52 acres, more or less.
DESCRIPTION FOR MINERAL LEASING
OF TRACT K-1f
54.00 ACRES
DAVY CROCKETT NATIONAL FOREST
HOUSTON COUNTY, TEXAS

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

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

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

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

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

THENCE S 31° 00’ W, common to the I. & G.N.R.R. Co. Survey No. 18 and the Lewis Reeves Survey, 1.90 chains to corner 5 of Tract K-1f, the sixth corner of the I. & G.N.R.R. Co. Survey No. 18 and the beginning corner of the Lewis Reeves Survey;
THENCE S 59° 45' E, common to the I. & G.N.R.R. Co. Survey No. 18 and the Lewis Reeves Survey, 27.00 chains to corner 6 of Tract K-1f, the seventh corner of the I. & G.N.R.R. Co. Survey No. 18 and the beginning corner of the William E. Millen Survey, A-751;

THENCE S 30° 30' W, common to the I. & G.N.R.R. Co. Survey No. 18 and the William E. Millen Survey, 6.40 chains to the PLACE OF BEGINNING, containing 54.00 acres, more or less.
DESCRIPTION FOR MINERAL LEASING
OF TRACT K-1m
125.00 ACRES
DAVY CROCKETT NATIONAL FOREST
HOUSTON COUNTY, TEXAS

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

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

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

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

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

THENCE S 89° 45’ E, common to the A. MacTavish and Green Patton Surveys, 17.30 chains to corner 5 of Tract K-1m, the fifth corner of the A. MacTavish Survey and the third corner of the Green Patton Survey, a F.S. standard concrete post marked K-171;
THENCE S 00º 45’ E, common to the A. MacTavish and Green Patton Surveys, 45.50 chains to corner 6 of Tract K-1m, the sixth corner of the A. MacTavish Survey, a stake at the intersection of the third call of the Green Patton Survey, with the third call of the J. F. Hodges Survey, A-1183;

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

THENCE North, common to the A. MacTavish and Jane A. Thompson Surveys. At 40.50 chains the centerline of the Kennard-Tadmore road. At 45.50 chains the PLACE OF BEGINNING, containing 125.00 acres, more or less.
DESCRIPTION FOR MINERAL LEASING
OF TRACT K-1m-I
23.00 ACRES
DAVY CROCKETT NATIONAL FOREST
HOUSTON COUNTY, TEXAS

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

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

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

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

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

THENCE N 61° 30’ E, common to the Francis B. Conner Survey, 7.45 chains to the PLACE OF BEGINNING, containing 23.00 acres, more or less.
DESCRIPTION FOR MINERAL LEASING
OF TRACT K-1o
29.00 ACRES
DAVY CROCKETT NATIONAL FOREST
HOUSTON COUNTY, TEXAS

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

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

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

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

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

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

THENCE N 00° 15’ E, common to the Nancy Coons Survey and in part to the Malinda Jones Survey, A-1152, and the George W. Julien Survey, A-640, 16.90 chains to the PLACE OF BEGINNING, containing 29.00 acres, more or less.
DESCRIPTION FOR MINERAL LEASING
OF TRACT K-1p
41.00 ACRES
DAVY CROCKETT NATIONAL FOREST
HOUSTON COUNTY, TEXAS

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

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

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

THENCE two lines within the James M. Teague Survey:

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

THENCE with the meanders of said old road, within the James M. Teague Survey, the following four courses: S 52° 30’ W, 5.42 chains; S 65° 30’ W, 2.99 chains; S 69° 30’ W, 12.38 chains; S 61° 00’ W, 2.39 chains to the PLACE OF BEGINNING, containing 41.00 acres, more or less.
DESCRIPTION FOR MINERAL LEASING
OF TRACT K-1q
89.00 ACRES
DAVY CROCKETT NATIONAL FOREST
HOUSTON COUNTY, TEXAS

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

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

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

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

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

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

THENCE N 59° 00' E, within the R. S. Patton Survey, 28.70 chains to the PLACE OF BEGINNING, containing 89.00 acres, more or less,
DESCRIPTION FOR MINERAL LEASING
OF TRACT K-1u
63.00 ACRES
DAVY CROCKETT NATIONAL FOREST
HOUSTON COUNTY, TEXAS

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

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

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

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

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

THENCE S 44° 30' W, common to the Abb Luce, Jr. and James McDaniel Surveys, 38.00 chains to the PLACE OF BEGINNING, containing 63.00 acres, more or less.
DESCRIPTION FOR MINERAL LEASING
OF TRACT K-1u-I
17.00 ACRES
DAVY CROCKETT NATIONAL FOREST
HOUSTON COUNTY, TEXAS

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

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

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

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

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

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

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

1. The lands are not to be entered at any time for the purpose of exploring for oil and gas without the written approval of the Superintendent, Southern Plains Range Research Station, Agricultural Research Service. If approval is granted, the Special Stipulations ARS-2 will be in effect.

2. The lands are not to be directionally drilled or slant-well drilled at any time, unless approved in writing by Station Superintendent.

3. The oil and gas lease is issued solely for the purpose of unitizing or communitizing the acreage embraced in this lease with other adjoining acreage.

4. The location of surface-disturbing activities will be finally determined only upon the approval of the Superintendent, Southern Plains Range Research Station, Agricultural Research Service.
The lands embraced in this lease for oil and gas issued under the Mineral Leasing Act for Acquired Lands of August 7, 1947, (61 Stat. 913; 30 U.S.C. 351-359) being under the jurisdiction of the Secretary of Agriculture, the lessee hereby agrees to accept the following terms and conditions, and to have them incorporated into the lease:

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

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

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

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

Routes of ingress and egress to well sites, including maintenance thereon, will be specified by the Superintendent, without undue burden to normal requirements of the lessee. Such routes will be posted, and no deviation therefrom will be permitted except in an emergency.
Any fence crossed by a route of ingress and egress to a well location will have a temporary cattle-guard and the fence properly braced on both sides; all construction to be at the expense of the lessee and in accordance with specifications to be furnished by the Superintendent.

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

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

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

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

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

The lessee, its agents, employees, contractors, subcontractors, and employees of contractors and subcontractors, when on the leased lands shall exercise extraordinary precaution to prevent and suppress any and all range fires. Any fire caused by the lessee, its agents, employees, contractors, subcontractors, or employees of such contractors or subcontractor, which burns the major part of one experimental pasture, or parts of two or more experimental pastures, will require controlled burning of all other pastures in the same unit of which these pastures are an integral part, so that ARS experiments on the whole unit will be treated uniformly. All costs of such controlled burning will be borne by the lessee and in accordance with written instructions of the Superintendent.
Unless prevented by circumstances over which he has no control, the lessee will place his employees, contractors, subcontractors, and employees of contractors and subcontractors employed on the leased land at the disposal of any authorized officer of the Department of Agriculture for the purpose of fighting brush or grass fires on or originating on the leased lands or on adjacent areas or caused by the negligence of the lessee or his employees, contractors, subcontractors and employees of contractors and subcontractors, with the understanding that payment for such services will be made at rates to be determined by the authorized representative of the Secretary of Agriculture, which rates will not be less than the current rates of pay prevailing in the vicinity for services of a similar character: Provided, that if the lessee, his employees, contractors, subcontractors, or employees of contractors or subcontractors caused or could have prevented the origin or spread of said fire, or fires, no payment will be made for service so rendered.

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

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

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

Unless otherwise authorized, prior to the beginning of operations upon the leased lands, lessee will appoint and maintain at all times during the term of this lease a local agent upon whom may be served written orders and notices respecting matters contained in this stipulation, and to inform the Superintendent, in writing, of the name and address of such agent. If a substitute agent is appointed, the lessee will immediately so inform the Superintendent.
1. This is a no surface occupancy lease.

2. All oil and gas drilling and production operations shall be under the supervision of the District Manager, Bureau of Land Management (BLM), in accordance with 43 Code of Federal Regulations 3160.

3. The Secretary of the Army or designee reserves the right to require cessation of operations if a national emergency arises or if the Army needs the leased property for a mission incompatible with lease operations. On approval from higher authority, the District Engineer will give notice of the required suspension. The lessee agrees to this condition and waives compensation for its exercise.

4. If the District Engineer or his authorized representative discovers an imminent danger to safety or security which allows no time to consult the BLM, that person may order such activities stopped immediately. The District Manager, BLM, will be notified immediately, will review the order, and will determine the need for further remedial action.

5. Lessee liability for damage to improvements shall include improvements of the Department of Defense. Lessee shall be liable for pollution and other damages, as a result of their operations, to Government-owned land and property and to the property of the Government’s authorized surface user.

6. Before beginning to drill, the lessee must consult with third parties authorized to use real estate in the lease area and must consider programs for which third parties have contractual responsibility.

7. A license to conduct geophysical test on the leased area must be obtained separately from the District Engineer.

8. That all rights under this lease are subordinate to the rights of the United States to flood and submerge the lands, permanently or intermittently, in connection with the operation and maintenance of the above-named project.
9. That the United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the use and occupation of the said premises, or for damages to the property of the lessee, or for injuries to the person of the lessee's officers, agents, servants, or employees, or others who may be on said premises at their invitation or the invitation of any one of them arising from or incident to the flooding of the said premises by the Government or flooding from any other cause, or arising from or incident to any other Governmental activities; and the lessee shall hold the United States harmless from any and all such claims.

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

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

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

13. That the United States reserves the right to use the land jointly with the lessee in connection with the construction, operation, and maintenance of the Government project and to place improvements thereon or to remove materials therefrom, including sand and gravel and other construction material, as may be necessary in connection with such work, and the lessee shall not interfere in any manner with such work or do any act which may increase the cost of performing such work. If the cost of the work performed on land outside the property included in the lease is made more expensive by reason of improvements constructed on the leased property by the lessee, the lessee shall pay to the United States money in the amount, as estimated by the Chief of Engineers, sufficient to compensate for the additional expense involved.
14. All areas with 2,000 feet of any major structure, including but not limited to the dam, spillway, or embankment, are restricted areas. The lessee, his operators, agents, or employees shall not utilize the surface of restricted areas for any purpose. Drilling operations in, on, or under the restricted areas, including drilling outside of the restricted areas which would cause a bore hole to be under the restricted area, will not be permitted. The restricted areas are included in the lease for the sole purpose of becoming part of a drilling unit so that the United States will share in the royalty of the unit.

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

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

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

18. The operator will immediately stop work and advise the District Engineer or his authorized representative if contamination is found in the operating area.
1. This is a no surface occupancy lease.

2. All oil and gas drilling and production operations shall be under the supervision of the District Manager, Bureau of Land Management (BLM), in accordance with 43 Code of Federal Regulations 3160.

3. The Secretary of the Army or designee reserves the right to require cessation of operations if a national emergency arises or if the Army needs the leased property for a mission incompatible with lease operations. On approval from higher authority, the District Engineer will give notice of the required suspension. The lessee agrees to this condition and waives compensation for its exercise.

4. If the District Engineer or his authorized representative discovers an imminent danger to safety or security which allows no time to consult the BLM, that person may order such activities stopped immediately. The District Manager, BLM, will be notified immediately, will review the order, and will determine the need for further remedial action.

5. Lessee liability for damage to improvements shall include improvements of the Department of Defense. Lessee shall be liable for pollution and other damages, as a result of their operations, to Government-owned land and property and to the property of the Government’s authorized surface user.

6. Before beginning to drill, the lessee must consult with third parties authorized to use real estate in the lease area and must consider programs for which third parties have contractual responsibility.

7. A license to conduct geophysical test on the leased area must be obtained separately from the District Engineer.

8. That all rights under this lease are subordinate to the rights of the United States to flood and submerge the lands, permanently or intermittently, in connection with the operation and maintenance of the above-named project.
9. That the United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the use and occupation of the said premises, or for damages to the property of the lessee, or for injuries to the person of the lessee's officers, agents, servants, or employees, or others who may be on said premises at their invitation or the invitation of any one of them arising from or incident to the flooding of the said premises by the Government or flooding from any other cause, or arising from or incident to any other governmental activities; and the lessee shall hold the United States harmless from any and all such claims.

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

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

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

13. That the United States reserves the right to use the land jointly with the lessee in connection with the construction, operation, and maintenance of the Government project and to place improvements thereon or to remove materials, therefrom, including sand and gravel and other construction material, as may be necessary in connection with such work, and the lessee shall not interfere in any manner with such work or do any act which may increase the cost of performing such work. If the cost of the work performed on land outside the property included in the lease is made more expensive by reason of improvements constructed on the leased property by the lessee, the lessee shall pay to the United States money in the amount, as estimated by the Chief of Engineers, sufficient to compensate for the additional expense involved.
14. All areas with 2,000 feet of any major structure, including but not limited to the dam, spillway, or embankment, are restricted areas. The lessee, his operators, agents, or employees shall not utilize the surface of restricted areas for any purpose. Drilling operations in, on, or under the restricted areas, including drilling outside of the restricted areas which would cause a bore hole to be under the restricted area, will not be permitted. The restricted areas are included in the lease for the sole purpose of becoming part of a drilling unit so that the United States will share in the royalty of the unit.

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

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

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

18. The operator will immediately stop work and advise the District Engineer or his authorized representative if contamination is found in the operating area.
TIMING LIMITATION STIPULATION
IMPORTANT SEASONAL WILDLIFE HABITAT

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

December 1 through March 31.

On the lands described below:

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

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

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

Bureau of Land Management
Farmington Field Office

September 2003
CONTROLLED SURFACE USE STIPULATION
PALEONTOLOGY

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

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

On the lands described below:

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

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

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

Bureau of Land Management
Farmington Field Office

September 2003
NO SURFACE OCCUPANCY STIPULATION
SPECIAL CULTURAL VALUES

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

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

For the purpose of: Protects cultural resource values.

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

Any changes to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes.
NO SURFACE OCCUPANCY STIPULATION
DUNES VEHICLE RECREATION AREA

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

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

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

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

Bureau of Land Management
Farmington Field Office

F-31-NSO
September 2003
STIPULATION FOR LANDS OF THE NATIONAL FOREST SYSTEM
UNDER JURISDICTION OF
DEPARTMENT OF AGRICULTURE

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

All matters related to this stipulation are to be addressed

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

Who is the authorized representative of the Secretary of Agriculture.
CONTROLLED SURFACE USE STIPULATION
NATIONAL FORESTS IN TEXAS
(Protect streamside management zones)

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

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

On the lands described below:

For the purpose of:

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

Any change to this stipulation will be made in accordance with the Land Use Plan and/or the regulatory provisions for such changes. (For guidance on the use of this stipulation, see BLM Manual 1624 and 3101 or FS Manual 1950 and 2820.)
CONTROLLED SURFACE USE STIPULATION
NATIONAL FOREST IN TEXAS
(Piney Creek Horse Trails)

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

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

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

On the lands described below:

For the purpose of:

To protect the trail and meet visual quality objectives as per National Forests and Grasslands in Texas Final Land and Resource Management Plan, dated March 28, 1996.

Any change to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes. (For guidance on the use of this stipulation, see BLM Manual 1624 and 3101 or FS Manual 1950 and 2820.)
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
NATIONAL FORESTS IN TEXAS
(Cemeteries and or Churches)

The Vaughn Cemetery is identified as Exception No. 1 to Tract K-84.
LEASE NOTICE
NATIONAL FORESTS IN TEXAS

Tract K-10 contains a radio repeater tower and lookout tower.
NO SURFACE OCCUPANCY STIPULATION
NATIONAL FORESTS IN TEXAS

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

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

For the purpose of: To meet visual quality objectives and to protect areas in accordance with the National Forests and Grasslands in Texas Final Land and Resource Management Plan, dated March 28, 1996.

Any change to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes. (For guidance on the use of this stipulation, see BLM Manual 1624 and 3101 or FS Manual 1950 and 2820.)
TIMING LIMITATION STIPULATION
NATIONAL FORESTS AND GRASSLANDS IN TEXAS
(To avoid disturbance of actual or probable turkey nesting locations)

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

Site-specific proposals for activities within these areas will be analyzed. Such analysis could result in establishment of protective requirements or limitations for the affected site.

February 15 through May 15

On the lands described below:

For the purpose of:

To avoid disturbance of actual or probable turkey nesting locations in accordance with the National Forests and Grasslands in Texas Final Land and Resource Management Plan, dated March 28, 1996.

Any changes to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes. (For guidance on the use of this stipulation, see BLM Manual 1624 and 3101 or FS Manual 1950 and 2820).
To avoid interference with recreation development and/or impacts to fish and wildlife habitat and to assist in preventing damage to any Bureau of Reclamation dams, reservoirs, canals, ditches, laterals, tunnels, and related facilities, and contamination of the water supply therein, the lessee agrees that the following conditions shall apply to all exploration and developmental activities and other operation of the works thereafter on lands covered by this lease:

1. Prior to commencement of any surface-disturbing work including drilling, access road work, and well location construction, a surface use and operations plan will be filed with the appropriate officials. A copy of this plan will be furnished to the Area Manager Oklahoma-Texas Area Office, Great Plains Region, Bureau of Reclamation, 4149 Highline Blvd., Suite 200, Oklahoma City, Oklahoma 73108, for review and consent prior to approval of the plan. Such approval will be conditioned on reasonable requirements needed to prevent soil erosion, water pollution, and unnecessary damages to the surface vegetation and other resources, including cultural resources, of the United States, its lessees, permittees, or licensees, and to provide for the restoration of the land surface use and vegetation. The plan shall contain provisions as the Bureau of Reclamation may deem necessary to maintain proper management of the water, recreation, lands, structures, and resources, including cultural resources, within the prospecting, drilling, or construction area.

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

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

Any operations conducted in advance of approval of an original, revised, or amended prospecting plan, or which are not in accordance with an approved plan, constitute a violation of the terms of this lease. The Bureau of Reclamation reserves the right to close down operations until such corrective action, as is deemed necessary, is taken by the lessee.
2. No occupancy of the surface of the following excluded areas is authorized by this lease. It is understood and agreed that the use of these areas for Bureau of Reclamation purposes is superior to any other use. The following restrictions apply only to mineral tracts located within the boundary of a Bureau of Reclamation project where the United States owns 100 percent of the fee mineral interest.

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

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

3. No occupancy of the surface or surface drilling will be allowed in the following areas. In addition, no directional drilling will be allowed that would intersect the subsurface zones delineated by a vertical plane in these areas. The following restrictions apply only to mineral tracts located within the boundary of a Bureau of Reclamation project where the United States owns 100% of the fee mineral interest.
a. Within 1,000 feet of the maximum water surface, as defined in the Standard Operating Procedures (SOP), of any reservoirs and related facilities located within the leased area.
b. Within 2,000 feet of dam embankments and appurtenance structures such as spillway structures, outlet works, etc.
c. Within one-half(1/2) mile horizontal from the centerline of any tunnel within the leased area.
d. Providing that appropriate environmental compliance measures can be ensured, and providing further that Reclamation project works and other public interests can be protected, Reclamation may consider, on a case-by-case basis, waiving the requirements specified in Section 3 hereof.

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

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

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

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

7. The lessee shall be liable for all damage to crops or improvements of any entryman, non-mineral applicant, or patentee, their successors and assigns, caused by or resulting from, the drilling or other operations of the lessee, including reimbursement of any entryman or patentee, their successors and assigns, for all construction, operation, and maintenance charges becoming due on any portion of their said lands damaged as a result of the drilling or other operations of the lessee.
8. In addition to any other bond required under the provisions of this lease, the lessee shall provide such bond as the United States may at any time require for damages which may arise under the liability provisions of sections six (6) and seven (7) above.
LEASE NOTICE
COAL PROTECTION

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

Address:

Tulsa Field Office
7906 E. 33rd Street, Suite 101
Tulsa, OK 74145
(918) 621-4100
SPECIAL CULTURAL RESOURCE
LEASE NOTICE

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

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

For the following described land(s):

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

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
NO SURFACE OCCUPANCY STIPULATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

On the lands described below:

For the purpose of: Protecting Slopes or Fragile Soils
STREAMS, RIVERS, AND FLOODPLAINS

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

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

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

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

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

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

For the purpose of: Protecting Streams, Rivers and Floodplains

On the lands described below:
PLAYAS AND ALKALI LAKES

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

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

Mitigation could include:

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

On the lands described below:

For the purpose of: Protecting Playas and Alkali Lakes
SPRINGS, SEEPS AND TANKS

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

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

For the purpose of: Protecting Springs, Seeps and Tanks
CAVES AND KARST

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

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

For the purpose of: Protecting Caves and Karst Features
PRAIRIE CHICKENS

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

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

For the purpose of: Protecting Prairie Chickens

Bureau of Land Management
Roswell/Carlsbad Field Offices

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
NORTHERN APLOMADO FALCON SUITABLE HABITAT
CONTROLLED SURFACE USE STIPULATION

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

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

**Level I Development**
Are those areas that exhibit oil and gas development at significant levels (full field development), and those areas not possessing habitat suitable for the falcon.
Measures to be applied: Standard lease terms and conditions

**Level III Development**
Are areas within Eagle Draw portion of the Hope study area that are highly suitable based on the suitability ranking criteria used by the model, and/or are considered high suitability for the falcon based on the grassland mapping initiative.
Measures Applied: Defer from leasing until the lands are addressed through the Resource Management Plan (RMP) process.

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

**Level II Development**
Are those areas that possess habitat identified as suitable for the falcon based on the model and/or the grassland mapping initiative, and those areas where there is minimal existing development (less than full field development)
Measures to be applied:
? A plan of development (POD) for the entire lease must be submitted to the BLM authorized officer for approval prior to initiation of any development;
? The following well pad construction and reclamation measures must be implemented to provide for minimal long-term disturbance:

- remove all caliche from well pads and roads associated with wells that are abandoned, and are not capable of producing in paying quantities.
- well pad size within grasslands will not exceed 300ft x 390ft (unless multiple wells are drilled from the same well pad), and all unused portions of well pads/pit area associated with producing wells will be reclaimed using the seed mixture below;
- within grasslands determined suitable for the Aplomado Falcon, utilize a seed mixture that consists of the following:

  Tobosa (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.
PLAN OF DEVELOPMENT (POD) STIPULATION

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

For the Purpose of:

Carlsbad Field Office
New Mexico State Office

SENMS-39
July 2005
NO SURFACE OCCUPANCY STIPULATION
PECOS RIVER CORRIDOR SRMA

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

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

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- Leasing Instructions & Guidelines
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Email links are provided at the site for your comments and suggestions.