

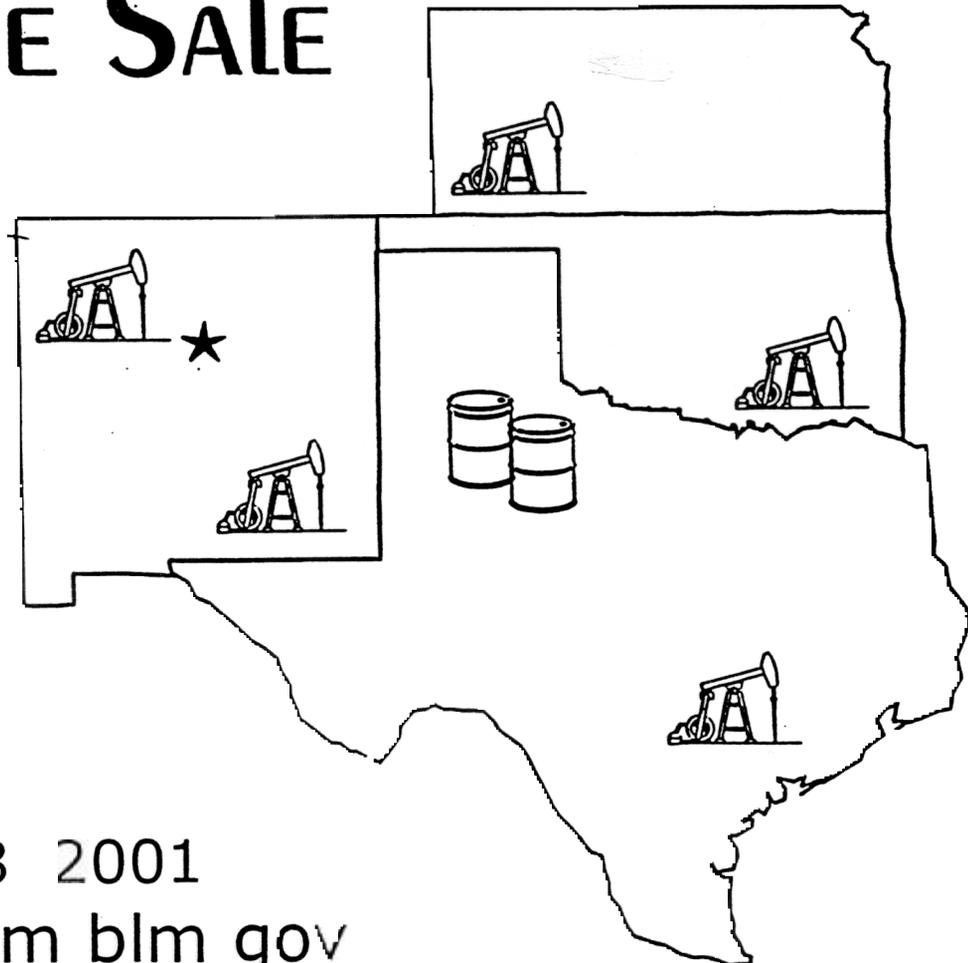
NEW MEXICO STATE Office

P.O. Box 27115

SANTA FE, NM 87502-0115



COMPETITIVE Oil & Gas LEASE SALE



April 18 2001

www.nm.blm.gov

Bureau of Land Management

1474 Rodeo Road

Santa Fe NM



United States Department of the Interior

Bureau of Land Management
New Mexico State Office
1474 Rodeo Road
P.O. Box 27115

Santa Fe, New Mexico 87502-0115

IN REPLY REFER TO:
3120 (93200-mcs)

NOTICE OF COMPETITIVE LEASE SALE

Oil and Gas

SALE LOCATION ADDRESS

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

Notice is hereby given that on **April 18, 2001**, the U.S. Department of the Interior, Bureau of Land Management, New Mexico State Office, will offer for competitive sale, pursuant to 43 CFR Part 3120 and procedures herein, certain Federal lands for oil and gas leasing.

LOCATION: The sale will be held in the second floor conference room, (Cactus Room No. 2080) at the **NATIONAL PARK SERVICE**, 2968 Rodeo Road Park Drive West, Paisano Building, Santa Fe, New Mexico, 87505.(see attached map). You must be present to bid.

TIME: The competitive oral auction will commence at 9 a.m. on **April 18, 2001**. The sale room will be open to the public one hour prior to the time indicated above, to allow each interested party time to obtain a bidding number from authorized Bureau personnel.

REGISTRATION AND BIDDING NUMBERS: Bidders will be required to obtain a bidding number prior to making any bid. Registration of bidders is required to speed paperwork and will commence at 8 a.m., April 18, 2001.

LANDS OFFERED: The lands to be offered are described herein. Parcels will be offered for oral bid in the order shown in this Notice of Competitive Lease Sale.

TERMS OF LEASE: Leases awarded as a result of this oral auction will be for a primary term of 10 years, and so long thereafter as there is production in paying quantities. The royalty will be at a flat rate of 12-1/2 percent of the value or the amount of production removed or sold from the lease. Other terms of the lease are specified on the standard lease (Form 3100-11b, October 1992 edition).

OTHER CONDITIONS: Specific surface use stipulations, where applicable, are specified for each parcel in this Notice of Competitive Lease Sale. Such stipulations shall become part of the lease and shall supersede any inconsistent provisions of the lease form. General surface use requirements are contained in law and regulation. Further details regarding the stipulations can be obtained from the New Mexico State Office.

MINIMUM BID: The minimum acceptable bonus bid will be the lump sum equivalent of \$2 per acre or fraction thereof.

METHOD OF BIDDING: All bids shall be made orally and be based on a per-acre basis for the entire acreage in the parcel and not on the total bid amount. The bid must be rounded up to the next whole acre if fractional acreage is involved, e.g., a parcel of 644.38 acres will require a minimum bid of at least \$1,290.00 (\$2 X 645 acres) to open the bidding process.

FRACTIONAL INTERESTS: For some of the parcels, as indicated in the list, the United States holds less than 100 percent of the oil and gas rights. Any lease issued will be only for the percentages or fractions indicated. However, bonus bids and rentals for such parcels shall be based on the gross acreage in the parcel, not the net U.S. interest. Acreage chargeability and production royalty are, in contrast, calculated on the net U.S. interest.

RIGHT TO WITHDRAW PARCELS FROM SALE: The Bureau of Land Management reserves the right to withdraw any or all of the parcels from the sale prior to or at the oral auction. In the event of cancellation of the sale, every effort will be made to give appropriate notice to all interested parties. If and when any individual parcels are withdrawn, notice thereof will be posted in the Public Room at the New Mexico State Office, 1474 Rodeo Road, Santa Fe, New Mexico, 87505.

DETERMINATION OF WINNING BID: A winning bid will be the highest oral bid, equal to or exceeding the national minimum acceptable bid specified above. The decision of the auctioneer shall be final.

PAYMENT OF BONUS BID, RENTAL AND ADMINISTRATIVE FEE: A bid shall not be withdrawn and shall constitute a legally binding commitment to execute the lease bid form and accept a lease, including the obligation to pay the bonus bid, first year's rental, and administrative fee. Winning bidders shall be required to make payment for the parcel on the day of the oral auction for a total amount consisting of: (1) a bonus bid deposit of at least \$2 per acre or fraction thereof; (2) the total amount of the first year's annual rental, at a rate of \$1.50 per acre or fraction thereof; and (3) an administrative fee of \$75 per parcel. Failure to pay this minimum deposit may result in assessment of civil penalties pursuant to the Federal Oil and Gas Royalty Management Act. This amount must be tendered at the close of business 4:00 the day of the sale. The entire amount due may be paid at this time. Any unpaid balance of the bonus bid must be received by the New Mexico State Office by the close of business on the tenth (10th) working day following the auction, which is 4:00 p.m., May 2, 2001, or all monies held by BLM and the right to issuance of the lease shall be forfeited. Any parcel so forfeited may be re-offered by BLM competitively at a later oral auction. Successful bidders for the future interest parcels are subject to these same conditions except (2) above in that no rental or royalty shall be due to the United States prior to the vesting of the oil and gas rights in the United States.

FORM OF PAYMENT: Payment shall be made by personal check, certified check, or money order (SUCH FORMS OF PAYMENT MUST BE MADE PAYABLE TO THE DEPARTMENT OF THE INTERIOR - BLM), or by CREDIT CARD (VISA OR MASTERCARD ACCEPTED ONLY). Payment by cash is NOT allowed.

BID FORM REQUIRED; AVAILABILITY: Pursuant to 43 CFR 3120.5, successful high bidders will be required to submit WITH the required payments for each parcel on the day of the oral auction of such parcel, a properly signed current competitive lease bid form (Form 3000-2, October 1989). A separate bid form must be submitted for each parcel. This form is a legally binding offer by the prospective lessee to accept a lease pursuant to the terms and conditions specified herein for the parcel and on the standard lease form. Form 3000-2 may be obtained and executed by the prospective lessee or an authorized representative PRIOR to the oral auction. If the bid form is fully completed before the oral auction, it cannot be modified; portions of the form may be left blank to be completed by the bidder at the auction. If the bid form is not executed prior to the oral auction, the prospective lessee shall be required to complete and sign the bid form at the auction when the payment is tendered. Form 3000-2, when completed, certifies compliance with lessee qualifications (See 43 CFR 3102.5-2) and also certifies compliance with 18 U.S.C. 1860, which prohibits unlawful combination of/or intimidation of bidders and certifies that the bid was arrived at independently without unlawful collusion. Forms 3000-2 and 3100-11b are made a part of this sale notice.

AWARD/ISSUANCE OF LEASES: Prospective lessees are advised that leases may be issued, upon signature by the authorized officer, without further action on their part, once all remaining bonus bid monies are timely received. The effective date of the lease shall be the first day of the month following execution of the lease form by the authorized officer, except that leases may, upon written request from the lessee received prior to signature on the lease by the authorized officer, be effective the first day of the month in which issued. Leases for future interest shall be effective as of the date the mineral interests vest in the United States, all else being regular.

UNSOLD PARCELS: Parcels contained in this Notice of Competitive Lease Sale for which no bids are received at the oral auction and no noncompetitive presale offers are pending, and which have not been withdrawn from the sale by BLM, shall be available for regular noncompetitive lease offer in accordance with 43 CFR Subpart 3110 for a 2-year period. The 2-year period shall commence at 9 a.m., April 19, 2001, the hour the public room opens on the first business day after the auction, and ending at 4 p.m., April 18, 2003. All noncompetitive offers received on that first business day following the auction will be considered simultaneously filed. Offers received thereafter shall receive priority as of the date and time of filing, as specified at 43 CFR 1821.2-3(a). A drop box will be available at the auction for noncompetitive offers for any parcel which has received no national minimum acceptable bid and all offers placed in the box shall be considered simultaneously filed during the first business day following the close of the oral auction. The drop box will be available until 1 hour following the close of the oral auction. Conflicting applications filed during the first business day following the auction and/or placed in the drop box at the sale will be prioritized by public drawing. This drawing will be held in the BLM Public Room in Santa Fe, NM at 3 p.m. on April 23, 2001.

PENDING NONCOMPETITIVE PRESALE OFFERS: A presale noncompetitive offer filed in accordance with 43 CFR 3110.1(a) for a parcel offered at the sale, and for which no bid is received, has first priority over an offer filed after the sale. Parties are cautioned that any lands in a parcel not sold at the auction, which are subject to a pending noncompetitive presale offer, may not be available for further noncompetitive filings. Those lands will be issued to the party who submitted the presale offer, all else being regular. However, if it is announced at the beginning of the sale that the presale offer has been withdrawn, noncompetitive filings will be accepted after the sale for that parcel. Parcels with pending noncompetitive presale offers are identified in this Notice of Competitive Lease Sale by the notation "Pending Presale Offer No."", indicated after the parcel description.

PUBLIC NOTICE

Bidders are reminded that a bid shall not be withdrawn and shall constitute a legally binding commitment to execute the lease bid form and accept a lease, including the obligation to pay the bonus bid, first year's rental, and administrative fee. There have been cases in past oral auctions where the minimum deposit due from the high bidder on the day of the auction was not paid, or was paid by a check drawn on an account with insufficient funds. The Bureau of Land Management will be closely monitoring situations of this nature to determine whether further measures should be initiated to protect the integrity of the system.

DUE TO BUDGET RESTRAINTS, EXTRA COPIES OF THE SALE NOTICE WILL NO LONGER BE PROVIDED AT THE SALE. HOWEVER, THEY WILL BE AVAILABLE FOR PURCHASE FROM THE CASHIER.

NOTE: SHOULD ASSISTANCE BE NEEDED FOR THE HEARING OR VISUALLY IMPAIRED, PLEASE CONTACT THE NEW MEXICO STATE OFFICE AT (505) 438-7537 BY April 5, 2001. THE SALE SITE IS ACCESSIBLE TO THE HANDICAPPED.

*Margo Sena
Land Law Examiner
Fluids Adjudication Team*

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 direction given to the Santa Fe, State of New Mexico Employees. If a 2-hour delay is broadcast for State Employees, BLM will also 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 in the recorded information on delays at (505) 438-7400.
2. In the event that the BLM office is Closed for Business on the day of an Oil and Gas Lease Sale, the sale will be cancelled and rescheduled at a later date. Please call in for recorded information on closures at (505) 438-7400.

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.

Cell Phone Usage

Please confine cell phone usage to the back of the sale conference room or step out to the hallway as several conversations distract the bidders/auctioneer and staff capturing sale results. Thank you for your cooperation.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No.

OFFER TO LEASE AND LEASE FOR OIL AND GAS

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

READ INSTRUCTIONS BEFORE COMPLETING

Name
Street
City, State, Zip Code

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

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

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:
R. Meridian State County

Total acres in lease _____
Rental retained \$ _____

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

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

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

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

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

This offer will be rejected and will afford offeror no priority if it is not properly completed and executed in accordance with the regulations, or if it is not accompanied by the required payments. 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

Duly executed this _____ day of _____, 19 _____

(Signature of Lessee or Attorney-in-fact)

LEASE TERMS

Sec. 1. Rentals—Rentals shall be paid to proper office of lessor in advance of each lease year. Annual rental rates per acre or fraction thereof are:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
**COMPETITIVE OIL AND GAS OR
GEOTHERMAL RESOURCES LEASE BID**
30 U.S.C. 181 et seq.; 30 U.S.C. 351-359;
30 U.S.C. 1001-1025; 42 U.S.C. 6508

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

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

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

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

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

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

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

INSTRUCTIONS

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

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

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

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

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

QUALIFICATIONS

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

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

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

NOTICE

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

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

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

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

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

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

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

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

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

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

BURDEN HOURS STATEMENT

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

**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: _____

STREET: _____

CITY: _____

STATE: _____ ZIP CODE: _____

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

SIGNATURE

DATE

BUREAU OF LAND MANAGEMENT
NEW MEXICO STATE OFFICE
April 18, 2001, Lease Sale Statistics by State
Parcels with and without Pre-sale Noncompetitive Priority Offers

| STATE | PARCELS WITH PRESALE OFFER | PARCELS WITHOUT PRESALE OFFER | TOTAL PARCELS | ACRES WITH PRESALE OFFER | ACRES WITHOUT PRESALE OFFER | TOTAL ACRES |
|---------------|-----------------------------------|--------------------------------------|----------------------|---------------------------------|------------------------------------|--------------------|
| NM | 0 | 62 | 62 | 0.00 | 27,534.83 | 27,534.83 |
| KS | 0 | 0 | 0 | 0.00 | 0.00 | 0.00 |
| OK | 0 | 8 | 8 | 0.00 | 1,111.83 | 1,111.83 |
| TX | 0 | 8 | 8 | 0.00 | 1,273.76 | 1,273.76 |
| TOTALS | 0 | 78 | 78 | 0.00 | 29,920.42 | 29,920.42 |

viii(a)

**U. S. DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
NEW MEXICO STATE OFFICE
APRIL 18, 2001, OIL AND GAS LEASE SALE**

| PARCEL STATE COUNTY MERIDIAN U.S.INTEREST | TOWN SHIP | RANGE | SEC. | SUBDIVISION (A NUMERIC W/O A PREFIX IS A LOT) | ACRES STIPULATIONS NAME OLD SERIAL NO. | ACQUIRED OR PUBLIC DOMAIN | FUTURE INTEREST (YES/NO) REV DATE |
|---|--------------|-------|------|--|---|------------------------------------|--|
| 200104001 TX JACKSON TX 100.00% | | | TR | IC-107-1; | 13.000 GP-135 | A | N |

NOTE: TRACT 107-1 MAY HAVE AN OUTSTANDING NONPARTICIPATING ROYALTY INTEREST (NPRI), WHICH 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.

PALMETTO BEND PROJECT
BUREAU OF RECLAMATION

| | | | | | | | |
|---|--|--|----|------------------------|--|---|---|
| 200104002 TX JACKSON TX 0.00% | | | TR | IC-70,IC-72-1,IC-72-2; | 155.060 | A | N |
| | | | TR | IC-73,IC-77-1,IC-77-2; | | | |
| | | | TR | IC-78,IC-79-1,IC-79-2; | GP-135* BOR-LAKE TEXANA TR IC-72-1 & IC-72-2 | | |

*GP-135 APPLIES TO TRACTS IC-70, 73,78,77-1,77-2,79-1 & 79-2 100% MINERAL INTEREST
BOR(LAKE TEXANA) APPLIES TO TRACTS IC-72-1 & 72-2 50% MINERAL INTEREST

NOTE: THESE TRACTS MAY HAVE AN OUTSTANDING NON-PARTICIPATING ROYALTY INTEREST (NPRI), WHICH 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.

PALMETTO BEND PROJECT
BUREAU OF RECLAMATION

| PARCEL STATE COUNTY MERIDIAN U.S.INTEREST | TOWN SHIP | RANGE | SEC. | SUBDIVISION (A NUMERIC W/O A PREFIX IS A LOT) | ACRES STIPULATIONS NAME OLD SERIAL NO. | ACQUIRED OR PUBLIC DOMAIN | FUTURE INTEREST (YES/NO) REV DATE |
|---|--------------|-------|------|--|---|------------------------------------|--|
|---|--------------|-------|------|--|---|------------------------------------|--|

| | | | | | | | |
|-----------|--|--|--|------------------------------|---------------------|---|---|
| 200104003 | | | | TR IC-108,IC-109,IC-110; | 774.800 | A | N |
| TX | | | | TR IC-111,IC-112-1,IC-112-2; | | | |
| JACKSON | | | | TR IC-112-3,IC-196-1; | GP-135* | | |
| TX | | | | TR IC-196-2; | BOR-LAKE TEXANA | | |
| 0.00% | | | | | TR IC-112-1 & 112-3 | | |

GP-135 APPLIES TO TRACTS IC-108,109,110,111,112-2,196-1 & 196-2 100% MINERAL INTEREST
BOR (LAKE TEXANA) APPLIES TO TRACTS IC-112-1 50% MINERAL INTEREST & IC-112-3 75% MINERAL INTEREST

NOTE: THESE TRACTS MAY HAVE OUTSTANDING NONPARTICIPATING ROYALTY INTEREST (NPRI), WHICH 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.

PALMETTO BEND PROJECT
BUREAU OF RECLAMATION

| | | | | | | | |
|-----------|--|--|--|-----------------|--------|---|---|
| 200104004 | | | | TR IC-80,IC-97; | 22.500 | A | N |
| TX | | | | | | | |
| JACKSON | | | | | GP-135 | | |
| TX | | | | | | | |
| 100.00% | | | | | | | |

PALMETTO BEND RESERVOIR
BUREAU OF RECLAMATION

NOTE: THESE TRACTS MAY HAVE AN OUTSTANDING NON-PARTICIPATING ROYALTY INTEREST (NPRI), WHICH 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.

| | | | | | | | |
|-----------|--|--|--|-----------|--------|---|---|
| 200104005 | | | | TR IC-57; | 41.900 | A | N |
| TX | | | | | | | |
| JACKSON | | | | | GP-135 | | |
| TX | | | | | | | |
| 100.00% | | | | | | | |

PALMETTO BEND RESERVOIR
BUREAU OF RECLAMATION

NOTE: THESE TRACTS MAY HAVE AN OUTSTANDING NON-PARTICIPATING ROYALTY INTEREST (NPRI), WHICH 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.

| PARCEL STATE COUNTY MERIDIAN U.S.INTEREST | TOWN SHIP | RANGE | SEC. | SUBDIVISION (A NUMERIC W/O A PREFIX IS A LOT) | ACRES STIPULATIONS NAME OLD SERIAL NO. | ACQUIRED OR PUBLIC DOMAIN | FUTURE INTEREST (YES/NO) REV DATE |
|---|--------------|-------|------|--|---|------------------------------------|--|
|---|--------------|-------|------|--|---|------------------------------------|--|

| | | | | | | | |
|---|--|--|--|------------|-----------------------|---|---|
| 200104006 TX JACKSON TX 100.00% | | | | TR IC-157; | 137.100 GP-135 | A | N |
|---|--|--|--|------------|-----------------------|---|---|

PALMETTO BEND RESERVOIR
BUREAU OF RECLAMATION

NOTE: THESE TRACTS MAY HAVE AN OUTSTANDING NON-PARTICIPATING ROYALTY INTEREST (NPRI), WHICH 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.

| | | | | | | | |
|---|--|--|--|-------------------------|----------------------|---|---|
| 200104007 TX JACKSON TX 100.00% | | | | TR PART OF TR IC-114-1; | 59.700 GP-135 | A | N |
|---|--|--|--|-------------------------|----------------------|---|---|

TRACT IC-114-I: THAT PART OF TRACT 114 DESCRIBED AS FOLLOWS: BEGINNING AT A POINT LOCATED AT THE INTERSECTION OF THE NORTHWEST BOUNDARY LINE OF THE NESTER CLAY SURVEY, A-13 AND THE MEDIAL LINE OF THE NAVIDAD RIVER (WHICH MARKS THE NORTHERN BOUNDARY OF THE NESTER CLAY SURVEY), GO DUE EAST 1000 FEET TO A POINT, THEN GO DUE SOUTH TO A POINT ON THE SOUTHERN BOUNDARY OF TRACT 114 (ALSO PALMETTO BEND RESERVOIR BOUNDARY). FROM THIS POINT PROCEED IN A NORTHWESTERLY DIRECTION ALONG THE RESERVOIR BOUNDARY TO THE INTERSECTION OF THE RESERVOIR BOUNDARY LINE AND THE NORTHWEST BOUNDARY LINE OF THE NESTER CLAY SURVEY, THEN GO NORTHEAST ALONG THE NORTHWEST BOUNDARY LINE OF THE NESTER CLAY SURVEY TO THE POINT OF BEGINNING, CONTAINING 59.79 ACRES, MORE OR LESS.

PALMETTO BEND RESERVOIR
BUREAU OF RECLAMATION

NOTE: THIS TRACT MAY HAVE AN OUTSTANDING NON-PARTICIPATING ROYALTY INTEREST (NPRI), WHICH 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.

| PARCEL STATE COUNTY MERIDIAN U.S.INTEREST | TOWN SHIP RANGE SEC. | SUBDIVISION (A NUMERIC W/O A PREFIX IS A LOT) | ACRES STIPULATIONS NAME OLD SERIAL NO. | ACQUIRED OR PUBLIC DOMAIN | FUTURE INTEREST (YES/NO) REV DATE |
|---|----------------------|---|--|---------------------------|-----------------------------------|
|---|----------------------|---|--|---------------------------|-----------------------------------|

| | | | | | |
|---|----|--------------------|----------------------|---|---|
| 200104008 TX JACKSON TX 100.00% | TR | PART OF TR IC-115; | 69.700 GP-135 | A | N |
|---|----|--------------------|----------------------|---|---|

PART OF TRACT IC-115:
 BEGINNING AT A POINT LOCATED 600 FEET DUE WEST OF THE NORTHWEST CORNER OF (BOR) TRACT I-C-94 (WHICH ADJOINS TRACT I-C-115 ON THE EAST, BEING OUT OF THE WILLIAM MENEFEY SURVEY A-53);
 THENCE SOUTH 1320.00 FEET TO A POINT;
 THENCE WEST 2300.00 FEET TO A POINT;
 THENCE NORTH 1320.00 FEET TO A POINT;
 THENCE EAST 2300.00 FEET TO THE POINT OF BEGINNING, CONTAINING 69.70 ACRES, MORE OR LESS.
 NOTE: THIS TRACT MAY HAVE AN OUTSTANDING NON-PARTICIPATING ROYALTY INTEREST (NPRI) WHICH 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.

PALMETTO BEND
 BUREAU OF RECLAMATION

| | | | | | |
|--|------------|-------------|---|---|---|
| 200104009 OK PITTSBURG IM 50.00% | 03N 12E 04 | 1; SENE; | 81.050 ORA(LN-1) OKNM 53268 | A | N |
|--|------------|-------------|---|---|---|

| | | | | | |
|--|------------|-----------------|--|---|---|
| 200104010 OK PUSHMATAHA IM 0.00% | 02N 18E 13 | NE,E2NW,E2NWNW; | 260.000 COE(SS-1A) SARDIS LAKE | A | N |
|--|------------|-----------------|--|---|---|

CORPS OF ENGINEERS
 SARDIS LAKE

*MINERAL INTEREST BREAKDOWN:
 SEC. 13: NE - 50% MINERAL INTEREST
 SEC. 13: E2NW,E2NWNW - 25% MINERAL INTEREST

| PARCEL STATE COUNTY MERIDIAN U.S.INTEREST | TOWN SHIP | RANGE | SEC. | SUBDIVISION (A NUMERIC W/O A PREFIX IS A LOT) | ACRES STIPULATIONS NAME OLD SERIAL NO. | ACQUIRED OR PUBLIC DOMAIN | FUTURE INTEREST (YES/NO) REV DATE |
|---|--------------|-------|--|---|---|------------------------------------|--|
| 200104011 OK LATIMER IM 100.00% | 06N | 22E | 35 | SEE EXHIBIT A FOR M&B; | 26.770 NM-8 ORA(LN-1) ORA-1 ORA-2 OKNM 71643 | P | N |
| 200104012 OK WOODWARD IM 100.00% | 21N | 17W | 30 30 | 2; NESW; | 79.820 ORA-3 OKNM 70386 | P | N |
| 200104013 OK WOODWARD IM 100.00% | 21N | 18W | 15 15 15 | ACCRETION AND RIPARIAN; TO LOT 7; SEE EXHIBIT B W/MAP; | 9.590 ORA-1 ORA-2 ORA-3 ORA(LN-1) OKNM 60061 | P | N |
| 200104014 OK DEWEY IM 100.00% | 18N | 20W | 26 26 26 27 27 28 28 28 28 | ACCRETION & RIPARIAN AC; TO LOTS 1 AND 2; REMAINDER OF THE SWSE; ACCRETION & RIPARIAN AC; TO LOTS 1,2,3,4; ACCRETION & RIPARIAN AC; TO LOTS 2,3,4,5; SEE EXHIBIT C FOR M&B; AND MAPS; | 470.930 ORA-1 ORA-2 ORA(LN-1) | P | N |

| PARCEL STATE COUNTY MERIDIAN U.S.INTEREST | TOWN SHIP | RANGE | SEC. | SUBDIVISION (A NUMERIC W/O A PREFIX IS A LOT) | ACRES STIPULATIONS NAME OLD SERIAL NO. | ACQUIRED OR PUBLIC DOMAIN | FUTURE INTEREST (YES/NO) REV DATE |
|---|--------------|-------|----------------------|---|---|------------------------------------|--|
| 200104015 OK BECKHAM IM 100.00% | 09N | 24W | 04 09 10 10 | ACCR & RIPAR TO LOT 8; ACCR & RIPAR TO LOT 1; ACCR & RIPAR TO LOTS 1&4; SEE EXHIBIT D W/MAP; | 63.670 ORA-1 ORA-2 ORA-3 | P | N |
| 200104016 OK BEAVER CM 100.00% | 04N | 26E | 21 | SENW,NESW,NWSE; | 120.000 ORA-1 ORA-2 ORA-3 ORA(LN-1) OKNM 37890 | P | N |
| 200104017 NM SANDOVAL NMPM 100.00% | 18N | 02W | 30 | N2NW,N2SW; | 160.000 NMNM 84931 | P | N |
| 200104018 NM SANDOVAL NMPM 100.00% | 19N | 02W | 18 19 20 30 | NE; NE,S2; W2; N2,SW; | 1,440.000 NMNM 98663 NMNM 98664 NMNM 98665 NMNM 98666 NMNM 98667 NMNM 98668 | P | N |

| PARCEL STATE COUNTY MERIDIAN U.S.INTEREST | TOWN SHIP | RANGE | SEC. | SUBDIVISION (A NUMERIC W/O A PREFIX IS A LOT) | ACRES STIPULATIONS NAME OLD SERIAL NO. | ACQUIRED OR PUBLIC DOMAIN | FUTURE INTEREST (YES/NO) REV DATE |
|---|--------------|-------|----------|--|---|------------------------------------|--|
| 200104019 NM SANDOVAL NMPM 100.00% | 19N | 02W | 31 | NW,S2; | 480.000 NMNM 98669 NMNM 98670 | P | N |
| 200104020 NM SANDOVAL NMPM 100.00% | 20N | 02W | 09 19 | NW; W2; | 480.000 NMNM 98673 NMNM 98679 | P | N |
| 200104021 NM RIO ARRIBA NMPM 100.00% | 24N | 02W | 02 02 | 1,2; S2NE,SE; | 324.880 NMNM 23032 | P | N |
| 200104022 NM RIO ARRIBA NMPM 100.00% | 24N | 02W | 10 | NE,E2SE; | 240.000 NMNM 89120 | P | N |

| PARCEL STATE COUNTY MERIDIAN U.S.INTEREST | TOWN SHIP | RANGE | SEC. | SUBDIVISION (A NUMERIC W/O A PREFIX IS A LOT) | ACRES STIPULATIONS NAME OLD SERIAL NO. | ACQUIRED OR PUBLIC DOMAIN | FUTURE INTEREST (YES/NO) REV DATE |
|---|--------------|-------|------|--|---|------------------------------------|--|
| 200104023 NM RIO ARRIBA NMPM 100.00% | 24N | 02W | 12 | E2,E2W2; | 480.000 NMNM 23034 | P | N |
| 200104024 NM RIO ARRIBA NMPM 100.00% | 24N | 02W | 14 | N2; | 320.000 NMNM 40637 | P | N |
| 200104025 NM RIO ARRIBA NMPM 100.00% | 24N | 02W | 15 | N2NE; | 80.000 NMNM 83486 | P | N |
| 200104026 NM RIO ARRIBA NMPM 100.00% | 24N | 02W | 23 | N2,W2SE; | 400.000 NMNM 89120 | P | N |
| 200104027 NM RIO ARRIBA NMPM 100.00% | 24N | 02W | 24 | N2; | 320.000 NMNM 40640 | P | N |

| PARCEL STATE COUNTY MERIDIAN U.S.INTEREST | TOWN SHIP | RANGE | SEC. | SUBDIVISION (A NUMERIC W/O A PREFIX IS A LOT) | ACRES STIPULATIONS NAME OLD SERIAL NO. | ACQUIRED OR PUBLIC DOMAIN | FUTURE INTEREST (YES/NO) REV DATE |
|---|--------------|-------|----------------|--|---|------------------------------------|--|
| 200104028 NM RIO ARRIBA NMPM 100.00% | 24N | 02W | 26 36 | NW; W2NE; | 240.000 NMNM 015020A NMNM 015020C NMNM 89120 | P | N |
| 200104029 NM RIO ARRIBA NMPM 100.00% | 25N | 02W | 26 | N2NE,SENE; | 120.000 NMNM 43758 | P | N |
| THIS PARCEL CONTAINS AN UNPLUGGED WELL, LOCATED IN THE NENE OF SECTION 26. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO SUBMIT A \$10,000 BOND TO ASSUME LIABILITY FOR THE WELL UNLESS ADEQUATE STATEWIDE OR NATIONWIDE BOND COVERAGE IS BEING MAINTAINED. | | | | | | | |
| 200104030 NM SANDOVAL NMPM 100.00% | 20N | 04W | 33 | S2; | 320.000 NMNM 98721 | P | N |
| 200104031 NM CHAVES NMPM 100.00% | 16S | 17E | 33 34 35 | N2,SW,NESE,S2SE; NE,NWNW,S2NW,N2S2,SWSE; SWSE; | 1,120.000 SENM-LN-3 SENM-S-17:SECS. 33 & 34 NMNM 68859 NMNM 83695 NMNM 88078 | P | N |

| PARCEL STATE COUNTY MERIDIAN U.S.INTEREST | TOWN SHIP | RANGE | SEC. | SUBDIVISION (A NUMERIC W/O A PREFIX IS A LOT) | ACRES STIPULATIONS NAME OLD SERIAL NO. | ACQUIRED OR PUBLIC DOMAIN | FUTURE INTEREST (YES/NO) REV DATE |
|---|--------------|-------|----------|--|--|------------------------------------|--|
| 200104032 NM EDDY NMPM 100.00% | 17S | 21E | 04 04 | 1,2,3,4; SWNW; | 198.000 NMNM 84932 | P | N |
| 200104033 NM EDDY NMPM 100.00% | 17S | 21E | 09 | W2NW,SEW,SW; | 280.000 NMNM 84932 | P | N |
| 200104034 NM EDDY NMPM 100.00% | 17S | 21E | 27 | 4,5,11,12; | 162.030 SENM-LN-1 SENM-S-18:LOTS 5,11,12 NMNM 84932 | P | N |
| 200104035 NM EDDY NMPM 100.00% | 17S | 21E | 30 30 | 5,6,7,9,10,11,12,13,14; 17,18,19; | 541.020 SENM-LN-1 SENM-S-18:LOTS 9,10,11,12 SENM-S-21 NMNM 84932 | P | N |
| 200104036 NM EDDY NMPM 100.00% | 17S | 21E | 31 | 5,6,7,10,11,12; | 257.560 SENM-LN-1 NMNM 84932 | P | N |

| PARCEL STATE COUNTY MERIDIAN U.S.INTEREST | TOWN SHIP | RANGE | SEC. | SUBDIVISION (A NUMERIC W/O A PREFIX IS A LOT) | ACRES STIPULATIONS NAME OLD SERIAL NO. | ACQUIRED OR PUBLIC DOMAIN | FUTURE INTEREST (YES/NO) REV DATE |
|---|--------------|-------|----------------------------|--|---|------------------------------------|--|
| 200104037 NM CHAVES NMPM 100.00% | 09S | 22E | 33 34 | ALL; ALL; | 1,280.000 SENM-LN-1 NMNM 83718 | P | N |
| 200104038 NM CHAVES NMPM 100.00% | 15S | 22E | 31 | S2NE,SENW,E2SW,NESE,W2SE; | 320.000 NMNM 83175 | P | N |
| 200104039 NM CHAVES NMPM 100.00% | 15S | 22E | 33 | S2NW,N2SW,SWSW; | 200.000 NMNM 83175 | P | N |
| 200104040 NM CHAVES NMPM 100.00% | 15S | 24E | 01 01 02 02 03 | 1,2; S2NE,S2; 1,2,3,4; S2N2,S2; S2; | 1,441.360 SENM-LN-1 NMNM 83179 | P | N |
| 200104041 NM CHAVES NMPM 100.00% | 15S | 24E | 04 04 | 1,2,3,4; S2N2,S2; | 641.360 SENM-LN-1 NMNM 43518 | P | N |

| PARCEL STATE COUNTY MERIDIAN U.S.INTEREST | TOWN SHIP | RANGE | SEC. | SUBDIVISION (A NUMERIC W/O A PREFIX IS A LOT) | ACRES STIPULATIONS NAME OLD SERIAL NO. | ACQUIRED OR PUBLIC DOMAIN | FUTURE INTEREST (YES/NO) REV DATE |
|---|--------------|-------|----------|--|---|------------------------------------|--|
| 200104042 NM CHAVES NMPM 100.00% | 15S | 24E | 09 | NE; | 160.000 SENM-LN-1 NMNM 43518 | P | N |
| 200104043 NM CHAVES NMPM 100.00% | 15S | 24E | 11 | NW; | 160.000 SENM-LN-1 NMNM 42785 | P | N |
| 200104044 NM CHAVES NMPM 100.00% | 15S | 24E | 19 19 | 1,3,4; E2,NENW,E2SW; | 558.040 SENM-LN-1 NMNM 54836 | P | N |
| 200104045 NM CHAVES NMPM 100.00% | 15S | 24E | 20 | N2,SW; | 480.000 SENM-LN-1 NMNM 54836 | P | N |

| PARCEL STATE COUNTY MERIDIAN U.S.INTEREST | TOWN SHIP | RANGE | SEC. | SUBDIVISION (A NUMERIC W/O A PREFIX IS A LOT) | ACRES STIPULATIONS NAME OLD SERIAL NO. | ACQUIRED OR PUBLIC DOMAIN | FUTURE INTEREST (YES/NO) REV DATE |
|---|--------------|-------|----------------|--|--|------------------------------------|--|
| 200104046 NM CHAVES NMPM 100.00% | 15S | 24E | 26 27 34 | N2NW,SW; N2,E2SW,SE; N2NE; | 880.000 SENM-LN-1 NMNM 58795 NMNM 66699 NMNM 80175 | P | N |
| 200104047 NM CHAVES NMPM 100.00% | 15S | 24E | 29 | NW,SE; | 320.000 SENM-LN-1 NMNM 54836 | P | N |
| 200104048 NM CHAVES NMPM 100.00% | 15S | 24E | 30 30 | 1,2,3,4; E2,E2W2; | 639.520 NMNM 80175 | P | N |
| 200104049 NM EDDY NMPM 100.00% | 17S | 24E | 13 | N2; | 320.000 NMNM 84933 | P | N |

| PARCEL STATE COUNTY MERIDIAN U.S.INTEREST | TOWN SHIP | RANGE | SEC. | SUBDIVISION (A NUMERIC W/O A PREFIX IS A LOT) | ACRES STIPULATIONS NAME OLD SERIAL NO. | ACQUIRED OR PUBLIC DOMAIN | FUTURE INTEREST (YES/NO) REV DATE |
|---|--------------|-------|----------|--|---|------------------------------------|--|
| 200104050 NM CHAVES NMPM 100.00% | 10S | 25E | 26 | W2SE,SESE; | 120.000 SENM-LN-1 NMNM 81714 | P | N |
| 200104051 NM EDDY NMPM 100.00% | 19S | 26E | 36 | N2,SW,N2SE; | 560.000 BOR(MLS) SENM-S-18 SENM-S-25 NMNM 60580 NMNM 62174 NMNM 62895 | P | N |
| BUREAU OF RECLAMATION CARLSBAD PROJECT LANDS | | | | | | | |
| 200104052 NM EDDY NMPM 100.00% | 22S | 26E | 04 04 | 3,4; S2NW,N2SW; | 240.250 SENM-S-18: SEC.4: SENM,N2SW SENM-S-25 NMNM 24945 | P | N |
| 200104053 NM EDDY NMPM 100.00% | 23S | 26E | 19 | SWNE; | 40.000 SENM-S-18 SENM-S-25 NMNM 81906 | P | N |

| PARCEL STATE COUNTY MERIDIAN U.S.INTEREST | TOWN SHIP | RANGE | SEC. | SUBDIVISION (A NUMERIC W/O A PREFIX IS A LOT) | ACRES STIPULATIONS NAME OLD SERIAL NO. | ACQUIRED OR PUBLIC DOMAIN | FUTURE INTEREST (YES/NO) REV DATE |
|---|--------------|-------|----------|--|--|------------------------------------|--|
| 200104054 NM EDDY NMPM 100.00% | 19S | 27E | 31 31 | 1,2,3; NENW,NWSE; | 192.270 BOR(MLS) SENM-LN-1 SENM-S-18:LOTS 1-3,NENW SENM-S-17:NWSE SENM-S-21 NMNM 12264 NMNM 34455 NMNM 62904 | P | N |
| BUREAU OF RECLAMATION MACMILLAN RESERVOIR | | | | | | | |
| 200104055 NM EDDY NMPM 100.00% | 24S | 27E | 33 | N2SW; | 80.000 NMNM 101854 | P | N |
| 200104056 NM CHAVES NMPM 100.00% | 08S | 28E | 06 06 | 1,2,3,4,5,6,7; S2NE,SENW,E2SW,N2SE; | 549.510 SENM-LN-1 NMNM 25362 NMNM 65396 | P | N |
| 200104057 NM CHAVES NMPM 100.00% | 08S | 28E | 19 19 | 1,2,3,4; E2,E2W2; | 633.660 SENM-LN-1 NMNM 12837 NMNM 55911 NMNM 56726 | P | N |

| PARCEL STATE COUNTY MERIDIAN U.S.INTEREST | TOWN SHIP | RANGE | SEC. | SUBDIVISION (A NUMERIC W/O A PREFIX IS A LOT) | ACRES STIPULATIONS NAME OLD SERIAL NO. | ACQUIRED OR PUBLIC DOMAIN | FUTURE INTEREST (YES/NO) REV DATE |
|---|--------------|-------|----------|--|--|------------------------------------|--|
| 200104058 NM CHAVES NMPM 100.00% | 08S | 28E | 20 | ALL; | 640.000 SENM-LN-1 NMNM 55911 NMNM 56726 NMNM 88122 | P | N |
| 200104059 NM CHAVES NMPM 100.00% | 08S | 28E | 29 | ALL; | 640.000 SENM-LN-1 NMNM 14472 NMNM 55911 NMNM 78241 NMNM 81244 | P | N |
| 200104060 NM CHAVES NMPM 100.00% | 08S | 28E | 30 30 | 1,2,3,4; E2,E2W2; | 634.890 SENM-LN-1 NMNM 78241 | P | N |
| 200104061 NM CHAVES NMPM 100.00% | 08S | 28E | 31 | E2; | 320.000 SENM-LN-1 NMNM 78241 | P | N |

| PARCEL STATE COUNTY MERIDIAN U.S.INTEREST | TOWN SHIP | RANGE | SEC. | SUBDIVISION (A NUMERIC W/O A PREFIX IS A LOT) | ACRES STIPULATIONS NAME OLD SERIAL NO. | ACQUIRED OR PUBLIC DOMAIN | FUTURE INTEREST (YES/NO) REV DATE |
|---|--------------|-------|------|--|---|------------------------------------|--|
| 200104062 NM CHAVES NMPM 100.00% | 14S | 28E | 22 | ALL; | 640.000 SENM-LN-1 SENM-S-22 NMNM 8363 | P | N |
| 200104063 NM CHAVES NMPM 100.00% | 14S | 28E | 23 | ALL; | 640.000 SENM-LN-1 SENM-S-22 NMNM 81732 | P | N |
| 200104064 NM CHAVES NMPM 100.00% | 14S | 28E | 25 | S2; | 320.000 SENM-LN-1 SENM-S-22 NMNM 56364 NMNM 57250 | P | N |
| 200104065 NM CHAVES NMPM 100.00% | 14S | 28E | 26 | ALL; | 640.000 SENM-LN-1 SENM-S-22 NMNM 76997 | P | N |

| PARCEL STATE COUNTY MERIDIAN U.S.INTEREST | TOWN SHIP | RANGE | SEC. | SUBDIVISION (A NUMERIC W/O A PREFIX IS A LOT) | ACRES STIPULATIONS NAME OLD SERIAL NO. | ACQUIRED OR PUBLIC DOMAIN | FUTURE INTEREST (YES/NO) REV DATE |
|--|--------------|-------|----------------------|--|---|------------------------------------|--|
| 200104066 NM EDDY NMPM 100.00% | 23S | 28E | 13 | S2SE; | 80.000 NMNM 88126 | P | N |
| 200104067 NM EDDY NMPM 100.00% | 26S | 29E | 01 | W2; | 320.000 NMNM 77023 | P | N |
| 200104068 NM ROOSEVELT NMPM 100.00% | 05S | 30E | 25 26 | S2NE,SWNW,NWSW; SENE,NESE; | 240.000 NMNM 83725 | P | N |
| 200104069 NM CHAVES NMPM 100.00% | 15S | 30E | 24 25 26 35 | SWNW,W2SW; SWNW; N2,SESW; S2NE,N2NW,SWNW,NESE,S2S2; | 920.000 SENM-S-22 | P | N |
| PRIOR LSE NOS: NMNM 57268 NMNM 53978 NMNM 68654 NMNM 70332 NMNM 77033 NMNM 81692 NMNM 87262 | | | | | | | |

| PARCEL STATE COUNTY MERIDIAN U.S.INTEREST | TOWN SHIP | RANGE | SEC. | SUBDIVISION (A NUMERIC W/O A PREFIX IS A LOT) | ACRES STIPULATIONS NAME OLD SERIAL NO. | ACQUIRED OR PUBLIC DOMAIN | FUTURE INTEREST (YES/NO) REV DATE |
|---|--------------|-------|----------|--|---|------------------------------------|--|
| 200104070 NM ROOSEVELT NMPM 100.00% | 05S | 31E | 31 | NESW; | 40.000 | P | N |
| | | | | | NMNM 83726 | | |
| 200104071 NM EDDY NMPM 100.00% | 25S | 31E | 26 27 | S2SW; SESE; | 120.000 | P | N |
| | | | | | NMNM 89056 | | |
| 200104072 NM LEA NMPM 100.00% | 22S | 32E | 01 | SE; | 160.000 | P | N |
| | | | | | SENM-S-1 SENM-S-22 NMNM 77056 | | |
| 200104073 NM LEA NMPM 100.00% | 22S | 32E | 02 02 | 1,4; SWNW,SW; | 279.840 | P | N |
| | | | | | SENM-S-1 SENM-S-22 NMNM 77056 NMNM 84889 | | |

| PARCEL STATE COUNTY MERIDIAN U.S.INTEREST | TOWN SHIP | RANGE | SEC. | SUBDIVISION (A NUMERIC W/O A PREFIX IS A LOT) | ACRES STIPULATIONS NAME OLD SERIAL NO. | ACQUIRED OR PUBLIC DOMAIN | FUTURE INTEREST (YES/NO) REV DATE |
|---|--------------|-------|----------------------------------|---|--|------------------------------------|--|
| 200104074 NM ROOSEVELT NMPM 100.00% | 07S | 34E | 03 09 10 11 28 34 | N2SE; S2; E2,S2NW,SW; ALL; NE; E2; | 2,080.000 SENM-S-22 NMNM 56753 NMNM 60056 NMNM 83727 NMNM 84733 | P | N |
| | | | | OLD SERIAL NOS. CONT: NMNM 89062 NMNM 90909 | | | |
| 200104075 NM LEA NMPM 100.00% | 14S | 34E | 01 01 | 2,3,4; SWNW; | 160.640 NMNM 62928 | P | N |
| 200104076 NM LEA NMPM 100.00% | 15S | 34E | 33 | SW; | 160.000 SENM-S-19:N2NWSW. SENM-S-22 NMNM 54885 NMNM 82941 | P | N |
| 200104077 NM LEA NMPM 100.00% | 15S | 34E | 34 | N2NE,SESE; | 120.000 SENM-S-22 NMNM 93489 | P | N |

| PARCEL STATE COUNTY MERIDIAN U.S.INTEREST | TOWN SHIP | RANGE | SEC. | SUBDIVISION (A NUMERIC W/O A PREFIX IS A LOT) | ACRES STIPULATIONS NAME OLD SERIAL NO. | ACQUIRED OR PUBLIC DOMAIN | FUTURE INTEREST (YES/NO) REV DATE |
|---|--------------|-------|----------|--|---|------------------------------------|--|
| 200104078 NM LEA NMPM 100.00% | 09S | 37E | 14 15 | N2SW,SWSW,SE; E2; | 600.000 SENM-S-22 NMNM 96065 | P | N |

**METES AND BOUNDS DESCRIPTION
OF A 6.02 ACRE TRACT OF LAND IN THE
N2 OF SECTION 35,
T 6 N - R 22 E,
LATIMER COUNTY, OKLAHOMA**

**Being a 6.02 acre tract of land in the North Half of Section 35, T 6 N - R 22 E,
Latimer County, Oklahoma, more particularly described as follows:**

**BEGINNING AT A POINT N 00°01'53" East a distance of 96.89 feet from an
Oklahoma Department of Transportation brass cap at the center of said Section 35,
said point being on the North right-of-way of the C.R.I.&P. Railroad.**

**THENCE along the North right-of-way of said railroad, South 88°09'55" West a
distance of 121.43 feet to a point, said point being 1200.00 feet Northeasterly from
the intersection of the North right-of-way of said railroad and the West line of the
Southeast Quarter of the Northwest Quarter of said Section 35;**

**THENCE North 00°01'53" East a distance of 350.00 feet to a point;
THENCE North 88°09'55" East a distance of 750.00 feet to a point;
THENCE South 00°01'53" West a distance of 350.00 feet to a point
on the North right-of-way line of said railroad;**

**THENCE along the North right-of-way line of said railroad, South 88°09'55" West a
distance of 628.57 feet to the POINT OF BEGINNING, and containing 6.02 acres of
land more or less.**

**METES AND BOUNDS DESCRIPTION
OF A 20.52 ACRE TRACT OF LAND IN
THE NWSW OF SECTION 35,
T 6 N - R 22 E,
LATIMER COUNTY, OKLAHOMA**

BEING a 20.52 acre tract of land in the Northwest Quarter of the Southwest Quarter lying South of the C.R.I.&P. Railroad right-of-way of Section 35, T 6 N - R 22 E, Latimer County, Oklahoma, more particularly described as follows:

BEGINNING AT A POINT South 00°03'27" West a distance of 75.17 feet from an Iron Rod at the West Quarter corner of said Section 35.

THENCE along the South right-of-way of said railroad, North 88°19'46" East a distance of 1320.93 feet to a point on the East line of the Northwest Quarter of the Southwest Quarter of said Section 35;

THENCE along the East line of the Northwest Quarter of the Southwest Quarter of said Section 35, South 00°03'27" West a distance of 695.60 feet to a point;

THENCE South 89°56'53" West a distance of 1320.35 feet to a point on the West line of said Section 35;

THENCE North 00°03'27" East a distance of 658.29 feet to the POINT OF BEGINNING, and containing 20.52 acres of land more or less.

**METES AND BOUNDS DESCRIPTION
OF A 0.23 ACRE TRACT OF LAND IN
THE N2 OF SECTION 35,
T 6 N - R 22 E,
LATIMER COUNTY, OKLAHOMA
(Being a part of a 1.01 acre tract originally issued under Patent No. 35-64-0032,
NOT covered by a 6.02 acre tract issued under Patent No. 35-64-0010)**

BEING a 0.23 acre tract of land in the North Half of Section 35, T 6 N - R 22 E, Latimer County, Oklahoma, more particularly described as follows:

BEGINNING AT A POINT, from which, an Oklahoma Department of Transportation brass cap at the center of said Section 35, bears S 67°20'43" West;

**THENCE North 00°01'53" East a distance of 200.00 feet to a point;
THENCE North 89°56'16" East a distance of 50.88 feet to a point;
THENCE South 00°01'53" West a distance of 200.00 feet to a point;**

**THENCE South 89°56'16" West a distance of 50.88 feet to the POINT OF
BEGINNING, and containing 0.23 acres of land more or less.**

**METES AND BOUNDS DESCRIPTION
OF THE ACCRETION AND RIPARIAN ACREAGE
TO LOT 7, SECTION 15, T.21 N., R. 18W.,
LOCATED ALONG THE NORTH CANADIAN RIVER,
WOODWARD COUNTY, OKLAHOMA**

Beginning at the Northwest corner of Lot 7, said point being N 89 Degrees 56' 23" W a distance of 1123.19 feet from a 3/8" Iron rod with cap at the East Quarter corner of Section 15, T. 21 N., R. 18 W., Woodward County, Oklahoma.

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

S 16 Degrees 15' 59" E., a distance of 69.77 feet;

S 03 Degrees 20' 38" E., a distance of 939.19 feet to a point on the 2000 medial line;

Thence along the 2000 medial line the following courses and distances:

N 60 Degrees 54' 04" W., a distance of 43.70 feet;

N 49 Degrees 02' 01" W., a distance of 127.01 feet;

N 66 Degrees 29' 01" W., a distance of 42.11 feet;

N 62 Degrees 29' 09" W., a distance of 238.93 feet;

N 86 Degrees 47' 12" W., a distance of 93.92 feet;

N 76 Degrees 57' 41" W., a distance of 176.33 feet;

N 71 Degrees 56' 44" W., a distance of 212.37 feet;

N 72 Degrees 39' 40" W., a distance of 36.37 feet to a point;

Thence at a right angle to the 2000 medial line, N 17 Degrees 20' 20" E., a distance of 35.64 feet to a proportional point on the 2000 left bank;

Thence N 52 Degrees 24' 57" E., a distance of 1011.82 feet to the point of beginning, and containing 9.59 acres of land more or less.

**METES AND BOUNDS DESCRIPTION
OF THE ACCRETION AND RIPARIAN ACREAGE
TO LOT 1, SECTION 26, T. 18 N., R. 20 W.,
LOCATED ALONG THE CANADIAN RIVER,
DEWEY COUNTY, OKLAHOMA
(Bearings and Distances are Geodetic)**

Beginning at the ancient meander corner on the ancient left bank between Sections 26 and 27, said point being S 00 degrees 00' 00" E a distance of 876.48 feet from a 3/8" Iron Rod with cap at the West Quarter corner of Section 26, T. 18 N., R. 20 W., Dewey County, Oklahoma;

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

S 55 degrees 56' 16" E a distance of 288.18 feet;

S 56 degrees 59' 24" E a distance of 563.46 feet to the Southerly corner of said Lot 1;

Thence S 41 degrees 49' 44" W a distance of 302.27 feet to a proportional point on the 2000 left bank;

Thence S 24 degrees 14' 44" W a distance of 216.52 feet to a point on the 2000 medial line;

Thence along the 2000 medial line the following courses and distances:

N 72 degrees 36' 53" W a distance of 195.73 feet;

N 84 degrees 11' 06" W a distance of 219.47 feet;

S 68 degrees 44' 34" W a distance of 239.62 feet;

S 54 degrees 10' 20" W a distance of 147.45 feet to a point;

Thence at a right angle to the 2000 medial line, N 35 degrees 49' 40" W a distance of 88.93 feet to a proportional point on the 2000 left bank;

Thence N 22 degrees 35' 43" E a distance of 987.16 feet to the POINT OF BEGINNING, and containing 12.38 acres of land more or less.

**METES AND BOUNDS DESCRIPTION
OF THAT PORTION OF THE REMAINDER
OF LOT 2, SECTION 26, T. 18 N., R. 20 W.,
LOCATED ALONG THE CANADIAN RIVER
DEWEY COUNTY, OKLAHOMA
(Bearings and Distances are Geodetic)**

Beginning at the Northeast corner of said Lot 2, said point being S 00 Degrees 02' 55" W., a distance of 3978.78 feet from an Iron Rod at the North Quarter corner of Section 26, T. 18 N., R. 20 W., Dewey County, Oklahoma.

Thence along the East line of said Lot 2, S 00 Degrees 02' 55" W., a distance of 892.71 feet to a point on the 2000 left bank;

Thence S 22 Degrees 56' 12" E., a distance of 116.11 feet to a point on the 2000 medial line;

Thence along the 2000 medial line the following courses and distances:

S 67 Degrees 03' 48" W., a distance of 102.78 feet;

S 43 Degrees 27' 44" W., a distance of 163.73 feet;

S 04 Degrees 45' 43" W., a distance of 65.35 feet;

S 41 Degrees 04' 07" W., a distance of 69.05 feet

to a point at the intersection of the 2000 medial line and the ancient left bank;

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

N 43 Degrees 55' 58" W., a distance of 967.89 feet;

N 56 Degrees 59' 24" W., a distance of 1076.07 feet

to the northwest corner of said Lot 2;

Thence along the North line of said Lot 2, S 89 Degrees 45' 29" E, a distance of 1787.45 feet to the POINT OF BEGINNING, and containing 25.90 acres of land more or less.

**METES AND BOUNDS DESCRIPTION
OF THAT PORTION OF THE REMAINDER
OF THE SWSE, SECTION 26, T. 18 N., R. 20 W.,
LOCATED ALONG THE CANADIAN RIVER
DEWEY COUNTY, OKLAHOMA
(Bearings and Distances are Geodetic)**

Beginning at the Northwest corner of said SWSE, said point being S 00 Degrees 02' 55" W., a distance of 3978.78 feet from an Iron Rod at the North Quarter corner of Section 26, T. 18 N., R. 20 W., Dewey County, Oklahoma.

Thence along the North line of said SWSE, S 89 Degrees 45' 29" E., a distance of 1245.90 feet to the Northeast corner of said SWSE;

Thence along the East line of said SWSE, S 00 Degrees 17' 30" W., a distance of 1192.26 feet to a point on the 2000 left bank;

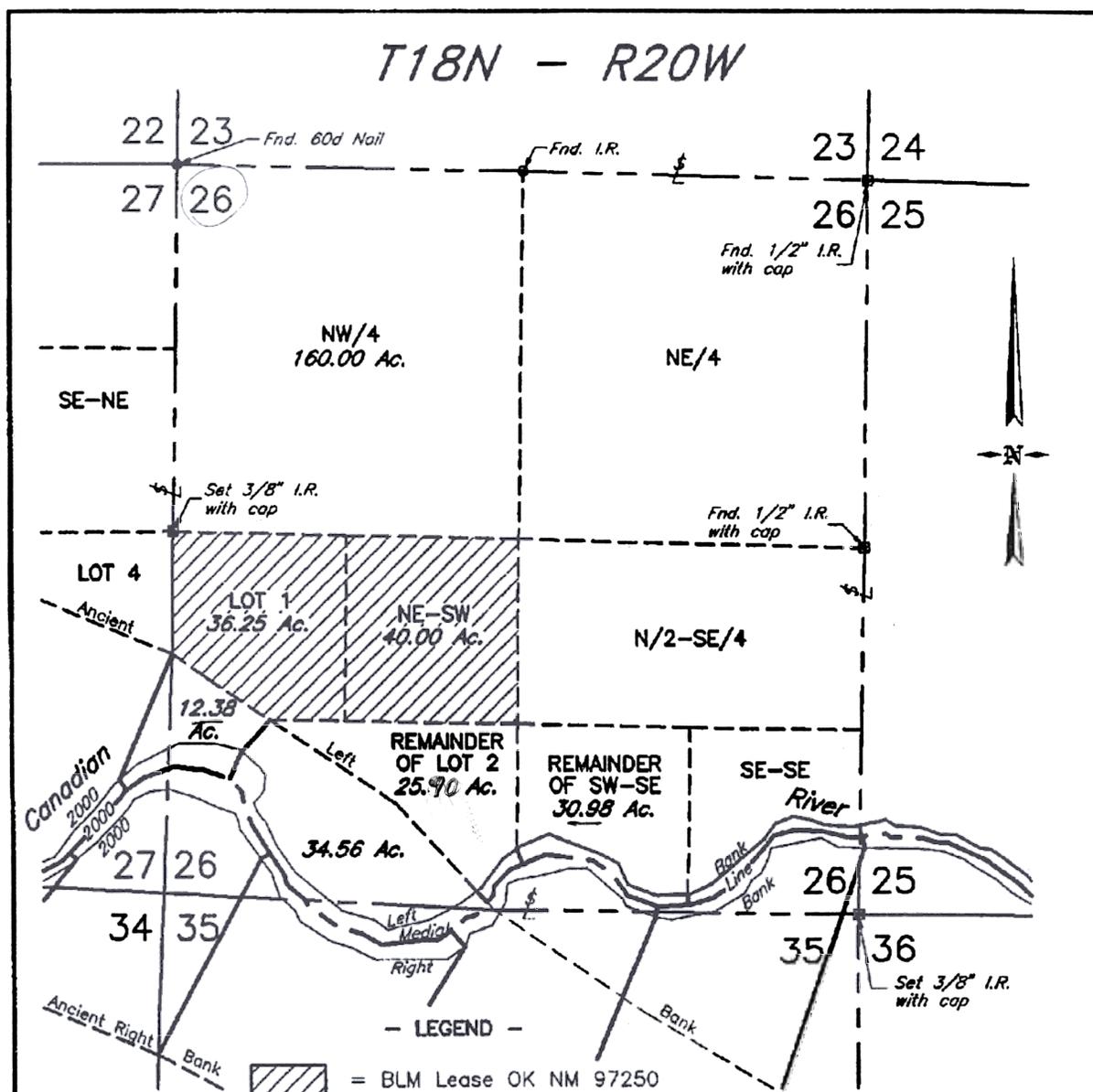
Thence S 03 Degrees 41' 32" E., a distance of 79.01 feet to a point on the 2000 medial line;

Thence along the 2000 medial line the following courses and distances:

- S 86 Degrees 06' 58" W., a distance of 223.36 feet;
- N 70 Degrees 38' 18" W., a distance of 67.07 feet;
- N 70 Degrees 18' 21" W., a distance of 172.78 feet;
- N 16 Degrees 53' 12" W., a distance of 23.18 feet;
- N 38 Degrees 20' 12" W., a distance of 175.26 feet;
- N 57 Degrees 23' 03" W., a distance of 154.97 feet;
- N 83 Degrees 59' 55" W., a distance of 344.26 feet;
- S 67 Degrees 44' 26" W., a distance of 107.11 feet;
- S 67 Degrees 03' 48" W., a distance of 69.70 feet to a point;

Thence at a right angle to the 2000 medial line, N 22 Degrees 56' 12" W., a distance of 116.11 feet to a point on 2000 left bank;

Thence along the West line of said SWSE, N 00 Degrees 02' 55" E., a distance of 892.71 feet to the POINT OF BEGINNING, and containing 30.98 acres of land more or less.

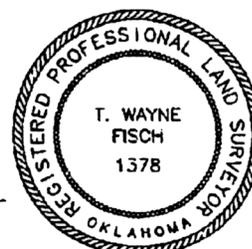


**PLAT SHOWING
UNLEASED B.L.M. ACREAGE
NOT COVERED IN BLM LEASE OK NM 97250,
SECTION 26, T18N - R20W
DEWEY COUNTY, OKLAHOMA**

SURVEYOR'S CERTIFICATE :

I, T. Wayne Fisch, Oklahoma Registered Professional Land Surveyor No. 1378, do hereby certify that this plat was prepared from data established by our September, 2000 survey for the purpose of platting that portion of accretion and riparian acreage being considered for government lease.

T. Wayne Fisch
T. Wayne Fisch, R.P.L.S. No. 1378



SOURCE DATA :

Topographic Land Surveyors accretion and riparian survey Drawing Number 103204-R2-01-X, dated September 8, 2000.

| | | | | | | |
|------------|----------|------|------|---|--|---------------------|
| | | | | COMANCHE EXPLORATION CO. LLC | | SCALE: 1" = 1000' |
| | | | | OKLAHOMA CITY, OKLAHOMA | | DATE: 9-11-2000 |
| NO. | REVISION | DATE | BY | | | JOB NO.: R2001B.dwg |
| CALC. BY : | | | W.F. | | | DRAWING NUMBER: |
| | | | | TOPOGRAPHIC LAND SURVEYORS | | 103204-R2-C1-B |
| | | | | 6709 N. Classen, Okla. City, OK. 73116 (405) 943-4847 | | SHEET 1 OF 3 |
| | | | | Certificate of Authorization No. 1293, Exp. June 30, 2001 | | |

**METES AND BOUNDS DESCRIPTION
OF THE ACCRETION AND RIPARIAN ACREAGE
TO LOT 1, SECTION 27, T. 18 N., R. 20 W.,
LOCATED ALONG THE CANADIAN RIVER,
DEWEY COUNTY, OKLAHOMA
(Bearings and Distances are Geodetic)**

Beginning at the Ancient meander corner on the ancient left bank between Sections 27 and 28, said point being S 00 Degrees 00' 00" E., a distance of 1947.00 feet from an Iron Rod at the Northwest corner of Section 27, T. 18 N., R. 20 W., Dewey County, Oklahoma;

Thence along the ancient left bank, S 75 Degrees 48' 28" E., a distance of 1364.04 feet to the Southeast corner of said Lot 1;

Thence S 11 Degrees 54' 02" W., a distance of 1259.45 feet to a proportional point on the 2000 left bank;

Thence S 15 Degrees 02' 12" E., a distance of 100.69 feet to a point on the 2000 medial line;

Thence along the 2000 medial line the following courses and distances:

- S 50 Degrees 34' 21" W., a distance of 53.76 feet;
- S 78 Degrees 31' 16" W., a distance of 320.87 feet;
- S 84 Degrees 27' 24" W., a distance of 75.83 feet;
- S 79 Degrees 10' 24" W., a distance of 237.02 feet;
- S 71 Degrees 47' 43" W., a distance of 224.38 feet;
- S 67 Degrees 31' 35" W., a distance of 559.86 feet;
- S 73 Degrees 01' 08" W., a distance of 103.76 feet to a point;

Thence at a right angle to the 2000 medial line, N 16 Degrees 58' 52" W., a distance of 115.63 feet to a proportional point on the 2000 left bank;

Thence N 12 Degrees 16' 14" E., a distance of 2064.88 feet to the POINT OF BEGINNING, and containing 55.30 acres of land more or less.

**METES AND BOUNDS DESCRIPTION
OF THE ACCRETION AND RIPARIAN ACREAGE
TO LOT 2, SECTION 27, T. 18 N., R. 20 W.,
LOCATED ALONG THE CANADIAN RIVER,
DEWEY COUNTY, OKLAHOMA
(Bearings and Distances are Geodetic)**

Beginning at the Southeast corner of said Lot 2, said point being S 00 Degrees 00' 00" E., a distance of 2717.99 feet from an Iron Rod at the North Quarter corner of Section 27, T. 18 N., R. 20 W., Dewey County, Oklahoma;

Thence S 03 Degrees 48' 06" W., a distance of 1112.71 feet to a proportional point on the 2000 left bank;

Thence S 26 Degrees 48' 16" W., a distance of 111.07 feet to a point on the 2000 medial line;

Thence along the 2000 medial line the following courses and distances:

N 63 Degrees 11' 44" W., a distance of 138.30 feet;
N 51 Degrees 54' 12" W., a distance of 238.94 feet;
N 72 Degrees 23' 03" W., a distance of 168.33 feet;
N 27 Degrees 21' 19" W., a distance of 27.00 feet;
N 77 Degrees 01' 12" W., a distance of 243.56 feet;
S 88 Degrees 58' 39" W., a distance of 113.98 feet;
N 80 Degrees 53' 05" W., a distance of 111.43 feet;
S 88 Degrees 41' 33" W., a distance of 132.49 feet;
S 60 Degrees 55' 49" W., a distance of 61.98 feet;
S 87 Degrees 42' 55" W., a distance of 300.18 feet to a point;

Thence N 15 Degrees 02' 12" W., a distance of 100.69 feet to a proportional point on the 2000 left bank;

Thence N 11 Degrees 54' 02" E., a distance of 1259.45 feet to the Southwest corner of said Lot 2;

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

S 75 Degrees 48' 28" E., a distance of 444.49 feet;
S 68 Degrees 16' 49" E., a distance of 789.09 feet;
S 79 Degrees 34' 16" E., a distance of 161.11 feet to the POINT OF BEGINNING,
and containing 39.40 acres of land more or less.

**METES AND BOUNDS DESCRIPTION
OF THE ACCRETION AND RIPARIAN ACREAGE
TO LOT 3, SECTION 27, T. 18 N., R. 20 W.,
LOCATED ALONG THE CANADIAN RIVER,
DEWEY COUNTY, OKLAHOMA
(Bearings and Distances are Geodetic)**

Beginning at the Southwest corner of said Lot 3, said point being S 00 Degrees 00' 00" E., a distance of 2717.99 feet from an Iron Rod at the North Quarter corner of Section 27, T. 18 N., R. 20 W., Dewey County, Oklahoma;

Thence along the ancient left bank, S 79 Degrees 34' 16" E., a distance of 1340.88 feet to the Southeast corner of said Lot 3;

Thence S 10 Degrees 11' 23" W., a distance of 1966.11 feet to a proportional point on the 2000 left bank;

Thence S 51 Degrees 36' 15" W., a distance of 78.52 feet to a point on the 2000 medial line;

Thence along the 2000 medial line the following courses and distances:

- N 38 Degrees 23' 45" W., a distance of 214.98 feet;
- N 37 Degrees 51' 09" W., a distance of 181.55 feet;
- N 45 Degrees 53' 28" W., a distance of 163.37 feet;
- N 32 Degrees 29' 13" W., a distance of 113.37 feet;
- N 41 Degrees 08' 58" W., a distance of 181.14 feet;
- N 64 Degrees 13' 24" W., a distance of 54.02 feet;
- N 43 Degrees 56' 28" W., a distance of 218.52 feet;
- N 64 Degrees 38' 06" W., a distance of 139.94 feet;
- N 37 Degrees 58' 53" W., a distance of 75.10 feet;
- N 63 Degrees 11' 44" W., a distance of 132.24 feet to a point;

Thence at a right angle to the 2000 medial line, N 26 Degrees 48' 16" E., a distance of 111.07 feet to a proportional point on the 2000 left bank;

Thence N 03 Degrees 48' 06" E., a distance of 1112.71 feet to the POINT OF BEGINNING, and containing 45.92 acres of land more or less.

**METES AND BOUNDS DESCRIPTION
OF THE ACCRETION AND RIPARIAN ACREAGE
TO LOT 4, SECTION 27, T. 18 N., R. 20 W.,
LOCATED ALONG THE CANADIAN RIVER,
DEWEY COUNTY, OKLAHOMA
(Bearings and Distances are Geodetic)**

Beginning at the ancient meander corner on the ancient left bank between Sections 26 and 27, said point being S 00 Degrees 00' 00" E., a distance of 876.48 feet from a 3/8" Iron Rod with cap at the East Quarter corner of Section 27, T. 18 N., R. 20 W., Dewey County, Oklahoma;

Thence S 22 Degrees 35' 43" W., a distance of 987.16 feet to a proportional point on the 2000 left bank;

Thence S 35 Degrees 49' 40" E., a distance of 88.93 feet to a point on the 2000 medial line;

Thence along the 2000 medial line the following courses and distances:

- S 54 Degrees 10' 20" W., a distance of 22.52 feet;**
- S 32 Degrees 08' 39" W., a distance of 42.49 feet;**
- S 42 Degrees 07' 14" W., a distance of 368.91 feet;**
- S 43 Degrees 37' 09" W., a distance of 254.53 feet;**
- S 62 Degrees 30' 47" W., a distance of 245.21 feet;**
- S 77 Degrees 56' 33" W., a distance of 201.71 feet;**
- S 85 Degrees 02' 31" W., a distance of 86.30 feet;**
- N 72 Degrees 26' 14" W., a distance of 132.93 feet;**
- N 79 Degrees 40' 28" W., a distance of 124.46 feet;**
- N 57 Degrees 11' 21" W., a distance of 204.45 feet;**
- N 38 Degrees 23' 45" W., a distance of 24.64 feet to a point;**

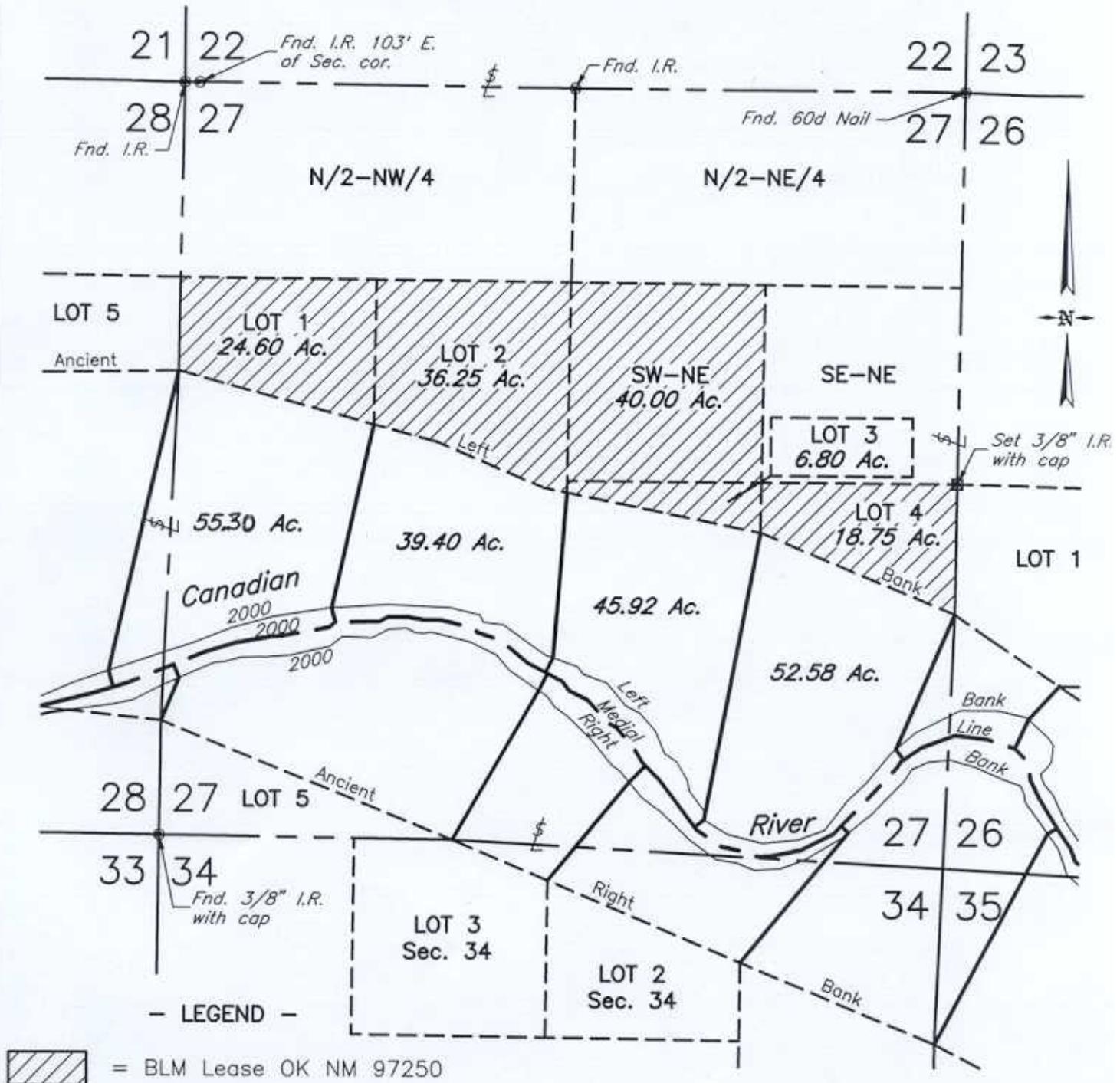
Thence at a right angle to the 2000 medial line, N 51 Degrees 36' 15" E., a distance of 78.52 feet to a proportional point on the 2000 left bank;

Thence N 10 Degrees 11' 23" E., a distance of 1966.11 feet to the Southwest corner of said Lot 4;

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

- S 79 Degrees 34' 16" E., a distance of 10.70 feet;**
- S 68 Degrees 16' 50" E., a distance of 1408.21 feet to the POINT OF BEGINNING, and containing 52.58 acres of land more or less.**

T18N - R20W

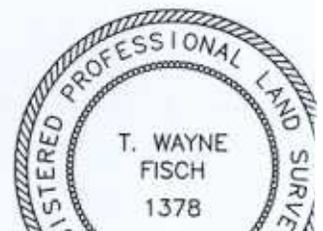


PLAT SHOWING

**UNLEASED B.L.M. ACREAGE
NOT COVERED IN BLM LEASE OK NM 97250,
SECTION 27, T18N - R20W
DEWEY COUNTY, OKLAHOMA**

SURVEYOR'S CERTIFICATE :

I, T. Wayne Fisch, Oklahoma Registered Professional Land Surveyor No. 1378, do hereby certify that this plat was prepared from data established by our September, 2000 survey for the purpose of platting that portion of accretion and riparian acreage being considered for government lease.



T 38 \ 240.1

**METES AND BOUNDS DESCRIPTION
OF THE ACCRETION AND RIPARIAN ACREAGE
TO LOT 2, SECTION 28, T. 18 N., R. 20 W.,
LOCATED ALONG THE CANADIAN RIVER,
DEWEY COUNTY, OKLAHOMA
(Bearings and Distances are Geodetic)**

Beginning at the ancient meander corner on the ancient left bank between Sections 28 and 29, said point being S 00 Degrees 00' 00" E., a distance of 1260.60 feet from a 3/8" Iron Rod and "T" post at the Northwest corner of Section 28, T. 18 N., R. 20 W., Dewey County, Oklahoma;

Thence along the ancient left bank, S 36 Degrees 25' 36" E., a distance of 74.15 feet to the true POINT OF BEGINNING, said point being the Northwest corner of said Lot 2;

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

S 36 Degrees 25' 36" E a distance of 259.68 feet;
S 77 Degrees 56' 30" E a distance of 1172.47 feet
to the Southeast corner of said Lot 2;

Thence S 29 Degrees 43' 25" W a distance of 1047.92 feet to a proportional point on the 2000 left bank;

Thence S 67 Degrees 09' 58" W a distance of 96.83 feet to a point on the 2000 medial line;

Thence along the 2000 medial line the following courses and distances:

N 22 degrees 50' 02" W a distance of 214.21 feet;
N 75 degrees 37' 44" W a distance of 51.25 feet;
N 51 degrees 07' 42" W a distance of 159.45 feet;
N 23 degrees 02' 07" W a distance of 224.77 feet;
N 43 degrees 05' 17" W a distance of 276.31 feet;
N 73 degrees 26' 51" W a distance of 50.62 feet;
N 56 degrees 09' 23" W a distance of 121.89 feet;
N 28 degrees 12' 46" W a distance of 63.82 feet;
N 03 degrees 47' 31" E a distance of 38.43 feet;
N 17 degrees 12' 33" W a distance of 117.58 feet;
N 21 degrees 57' 04" W a distance of 278.28 feet;
N 20 degrees 47' 58" W a distance of 19.44 feet to a point;

Thence at a right angle to the 2000 medial line, N 69 degrees 12' 02" E a distance of 96.65 feet to a proportional point on the 2000 left bank;

Thence N 41 degrees 54' 41" E a distance of 111.32 feet to the POINT OF BEGINNING, and containing 20.39 acres of land more or less.

**METES AND BOUNDS DESCRIPTION
OF THE ACCRETION AND RIPARIAN ACREAGE
TO LOT 3, SECTION 28, T. 18 N., R. 20 W.,
LOCATED ALONG THE CANADIAN RIVER,
DEWEY COUNTY, OKLAHOMA
(Bearings and Distances are Geodetic)**

Beginning at the Southeast corner of said Lot 3, said point being S 00 degrees 00' 00" E a distance of 2004.21 feet from a 3/8" Iron Rod with cap at the North Quarter corner of Section 28, T 18 N., R. 20 W., Dewey County, Oklahoma;

Thence S 23 degrees 02' 44" W a distance of 1767.09 feet to a proportional point on the 2000 left bank;

Thence S 22 degrees 01' 43" W a distance of 68.89 feet to a point on the 2000 medial line;

Thence along the 2000 medial line the following courses and distances:

- N 67 degrees 58' 17" W a distance of 31.60 feet;**
- N 75 degrees 28' 18" W a distance of 175.84 feet;**
- N 70 degrees 48' 59" W a distance of 73.71 feet;**
- N 11 degrees 18' 19" W a distance of 42.27 feet;**
- N 59 degrees 09' 23" W a distance of 363.08 feet;**
- N 16 degrees 03' 12" W a distance of 23.92 feet;**
- N 55 degrees 40' 29" W a distance of 397.97 feet;**
- N 40 degrees 21' 10" W a distance of 370.14 feet;**
- N 20 degrees 14' 28" W a distance of 37.83 feet;**
- N 34 degrees 29' 43" W a distance of 68.10 feet;**
- N 22 degrees 50' 02" W a distance of 52.62 feet to a point;**

Thence N 67 degrees 09' 58" E a distance of 96.83 feet to a proportional point on the 2000 left bank;

Thence N 29 degrees 43' 25" E a distance of 1047.92 feet to the Southwest corner of said Lot 3;

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

- S 77 degrees 56' 30" E a distance of 1028.87 feet;**
- S 86 degrees 36' 09" E a distance of 339.28 feet to the POINT OF BEGINNING, and containing 50.31 acres of land more or less.**

**METES AND BOUNDS DESCRIPTION
OF THE ACCRETION AND RIPARIAN ACREAGE
TO LOT 4, SECTION 28, T. 18 N., R. 20 W.,
LOCATED ALONG THE CANADIAN RIVER,
DEWEY COUNTY, OKLAHOMA
(Bearings and Distances are Geodetic)**

Beginning at the Southwest corner of said Lot 4, said point being S 00 degrees 00' 00" E a distance of 2004.21 feet from a 3/8" Iron Rod with cap at the North Quarter corner of Section 28, T. 18 N., R. 20 W., Dewey County, Oklahoma;

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

S 86 degrees 36' 09" E a distance of 360.49 feet;

N 88 degrees 11' 48" E a distance of 985.49 feet to the Southeast corner of said Lot 4;

Thence S 15 degrees 34' 34" W a distance of 2117.92 feet to a proportional point on the 2000 left bank;

Thence S 11 degrees 31' 36" W a distance of 113.72 feet to a point on the 2000 medial line;

Thence along the 2000 medial line the following courses and distances:

N 78 degrees 28' 24" W a distance of 215.54 feet;

S 68 degrees 44' 59" W a distance of 24.18 feet;

N 72 degrees 46' 49" W a distance of 423.54 feet;

N 66 degrees 21' 18" W a distance of 126.81 feet;

N 74 degrees 35' 05" W a distance of 418.81 feet;

N 45 degrees 48' 12" W a distance of 38.43 feet;

N 74 degrees 36' 28" W a distance of 97.48 feet;

N 67 degrees 58' 17" W a distance of 206.46 feet to a point;

Thence at a right angle to the 2000 medial line, N 22 degrees 01' 43" E a distance of 68.89 feet to a proportional point on the 2000 left bank;

Thence N 23 degrees 02' 44" E a distance of 1767.09 feet to the POINT OF BEGINNING, and containing 65.69 acres of land more or less.

**METES AND BOUNDS DESCRIPTION
OF THE ACCRETION AND RIPARIAN ACREAGE
TO LOT 5, SECTION 28, T. 18 N., R. 20 W.,
LOCATED ALONG THE CANADIAN RIVER,
DEWEY COUNTY, OKLAHOMA
(Bearings and Distances are Geodetic)**

Beginning at the ancient meander corner on the ancient left bank between Sections 27 and 28, said point being S 00 degrees 00' 00" E a distance of 1947.00 feet from an Iron Rod at the Northeast corner of Section 28, T. 18 N., R. 20 W., Dewey County, Oklahoma;

Thence S 12 degrees 16' 14" W a distance of 2064.88 feet to a proportional point on the 2000 left bank;

Thence S 16 degrees 58' 52" E a distance of 115.63 feet to a point on the 2000 medial line;

Thence along the 2000 medial line the following courses and distances:

S 73 degrees 01' 08" W a distance of 144.89 feet;

S 75 degrees 22' 43" W a distance of 362.64 feet;

S 81 degrees 11' 37" W a distance of 133.48 feet;

S 71 degrees 46' 03" W a distance of 193.07 feet;

S 89 degrees 59' 36" W a distance of 93.80 feet;

N 81 degrees 42' 00" W a distance of 79.37 feet;

N 74 degrees 35' 04" W a distance of 57.14 feet;

N 72 degrees 24' 10" W a distance of 143.62 feet;

S 86 degrees 40' 12" W a distance of 28.74 feet;

N 69 degrees 40' 16" W a distance of 60.19 feet;

N 42 degrees 59' 05" W a distance of 27.54 feet;

N 69 degrees 42' 00" W a distance of 134.71 feet;

S 88 degrees 39' 45" W a distance of 66.36 feet;

S 63 degrees 38' 13" W a distance of 30.16 feet;

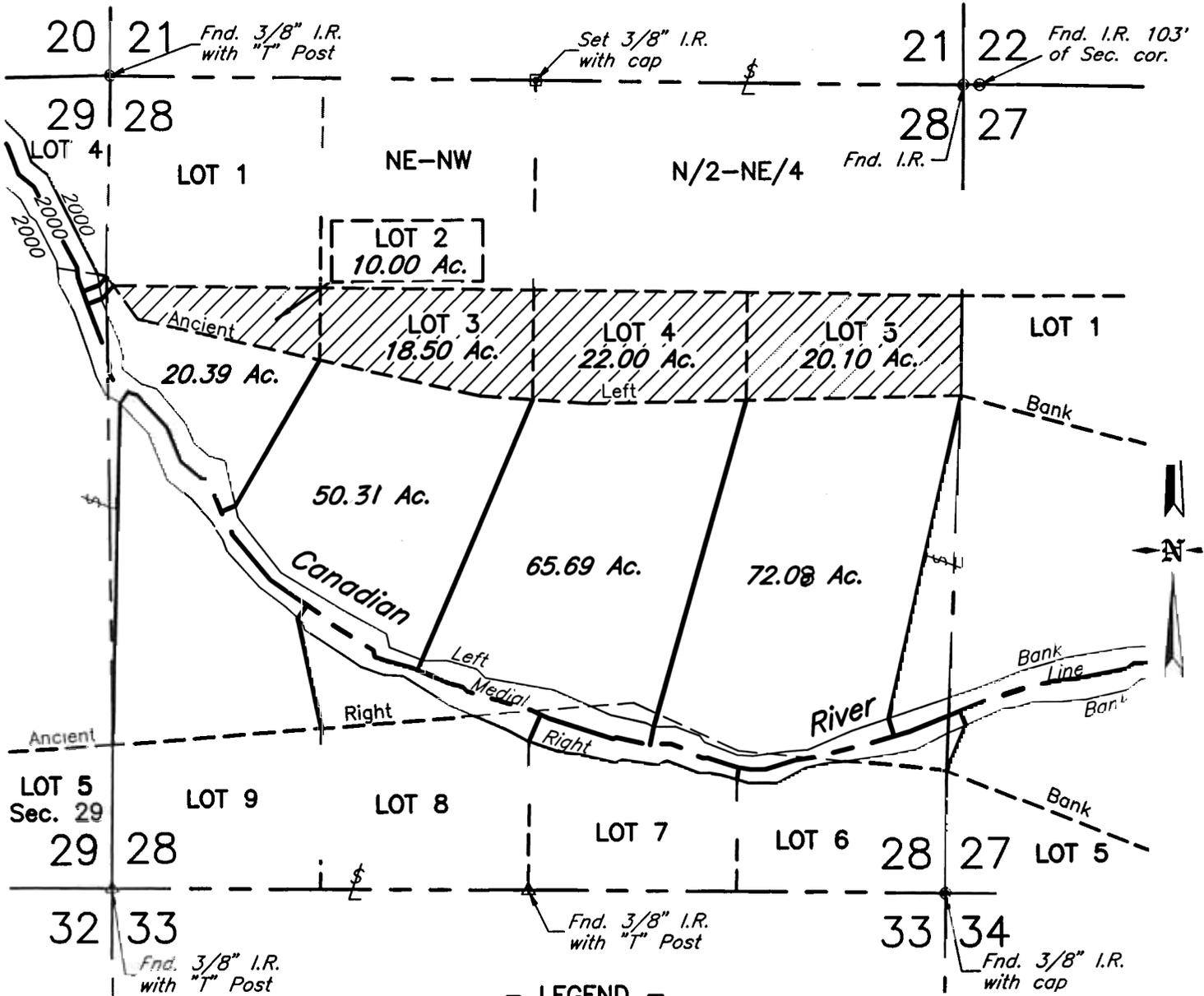
N 78 degrees 28' 24" W a distance of 39.43 feet to a point;

Thence at a right angle to the 2000 medial line, N 11 degrees 31' 36" E a distance of 113.72 feet to a proportional point on the 2000 left bank;

Thence N 15 degrees 34' 34" E a distance of 2117.92 feet to the Southwest corner of said Lot 5;

Thence along the ancient left bank, N 88 degrees 11' 48" E a distance of 1345.52 feet to the POINT OF BEGINNING, and containing 72.08 acres of land more or less.

T18N R20W



- LEGEND -

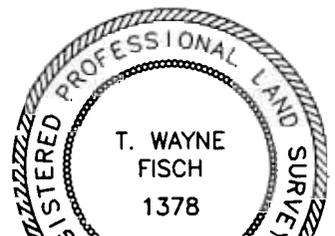
 = BLM Lease OK NM 97250

PLAT SHOWING
 UNLEASED B.L.M. ACREAGE
 NOT COVERED IN BLM LEASE OK NM 97250,
 SECTION 28, T18N - R20W
 DEWEY COUNTY, OKLAHOMA

SURVEYOR'S CERTIFICATE :

I, T. Wayne Fisch, Oklahoma Registered Professional Land Surveyor No. 1378, do hereby certify that this plat was prepared from data established by our September, 2000 survey for the purpose of platting that portion of accretion and riparian acreage being considered for government lease.

40 T 18 N R 20 W



**METES AND BOUNDS DESCRIPTION
OF THE ACCRETION AND RIPARIAN ACREAGE
TO LOT 1, SECTION 9, T. 9 N., R. 24 W.,
LOCATED ALONG THE NORTH FORK OF THE RED RIVER,
BECKHAM COUNTY, OKLAHOMA
(Bearings and Distances are Geodetic)**

Beginning at the ancient meander corner on the ancient left bank between Sections 4 and 9, said point being N 88 Degrees 15' 08" W., a distance of 781.97 feet from a fence corner post at the Northeast corner of Section 9, T. 9 N., R. 24 W., Beckham County, Oklahoma;

Thence along the ancient left bank, S 18 Degrees 43' 06" E., a distance of 751.89 feet to a point on the 2000 medial line;

Thence along the 2000 medial line the following courses and distances:

S 30 Degrees 29' 37" W., a distance of 20.18 feet;
S 25 Degrees 02' 13" W., a distance of 129.67 feet;
S 11 Degrees 05' 06" W., a distance of 192.31 feet;
S 07 Degrees 13' 21" W., a distance of 214.48 feet;
S 02 Degrees 48' 19" E., a distance of 181.12 feet;
S 02 Degrees 17' 47" W., a distance of 133.22 feet;
S 20 Degrees 49' 29" W., a distance of 30.31 feet;
S 24 Degrees 14' 30" W., a distance of 151.13 feet;
S 38 Degrees 58' 59" W., a distance of 69.37 feet;
S 51 Degrees 47' 21" W., a distance of 167.21 feet;
S 66 Degrees 38' 34" W., a distance of 69.02 feet;
S 66 Degrees 21' 22" W., a distance of 194.09 feet;
S 76 Degrees 39' 51" W., a distance of 161.64 feet;
S 86 Degrees 36' 45" W., a distance of 144.89 feet;
N 71 Degrees 58' 13" W., a distance of 57.58 feet;
N 41 Degrees 46' 15" W., a distance of 100.33 feet;
N 00 Degrees 27' 42" W., a distance of 186.15 feet;
N 02 Degrees 43' 25" W., a distance of 175.32 feet;
N 31 Degrees 12' 08" W., a distance of 111.41 feet;
N 43 Degrees 57' 19" W., a distance of 74.36 feet;
N 68 Degrees 34' 50" W., a distance of 46.06 feet to a point;

Thence N 21 Degrees 25' 08" E., a distance of 87.11 feet to a proportional point on the 2000 left bank;

Thence N 34 Degrees 44' 44" E., a distance of 1626.40 feet to the POINT OF BEGINNING, and containing, 31.31 acres of land more or less.

**METES AND BOUNDS DESCRIPTION
A PORTION OF THE ACCRETION AND RIPARIAN ACREAGE
TO LOT 8, SECTION 4, T. 9 N., R. 24 W.,
LOCATED ALONG THE NORTH FORK OF THE RED RIVER,
BECKHAM COUNTY, OKLAHOMA
(Bearings and Distances are Geodetic)**

Beginning at the ancient meander corner on the ancient left bank between Sections 4 and 9, said point being N 88 Degrees 15' 08" W., a distance of 781.97 feet from a fence corner post at the Northeast corner of Section 9, T. 9 N., R. 24 W., Beckham County, Oklahoma;

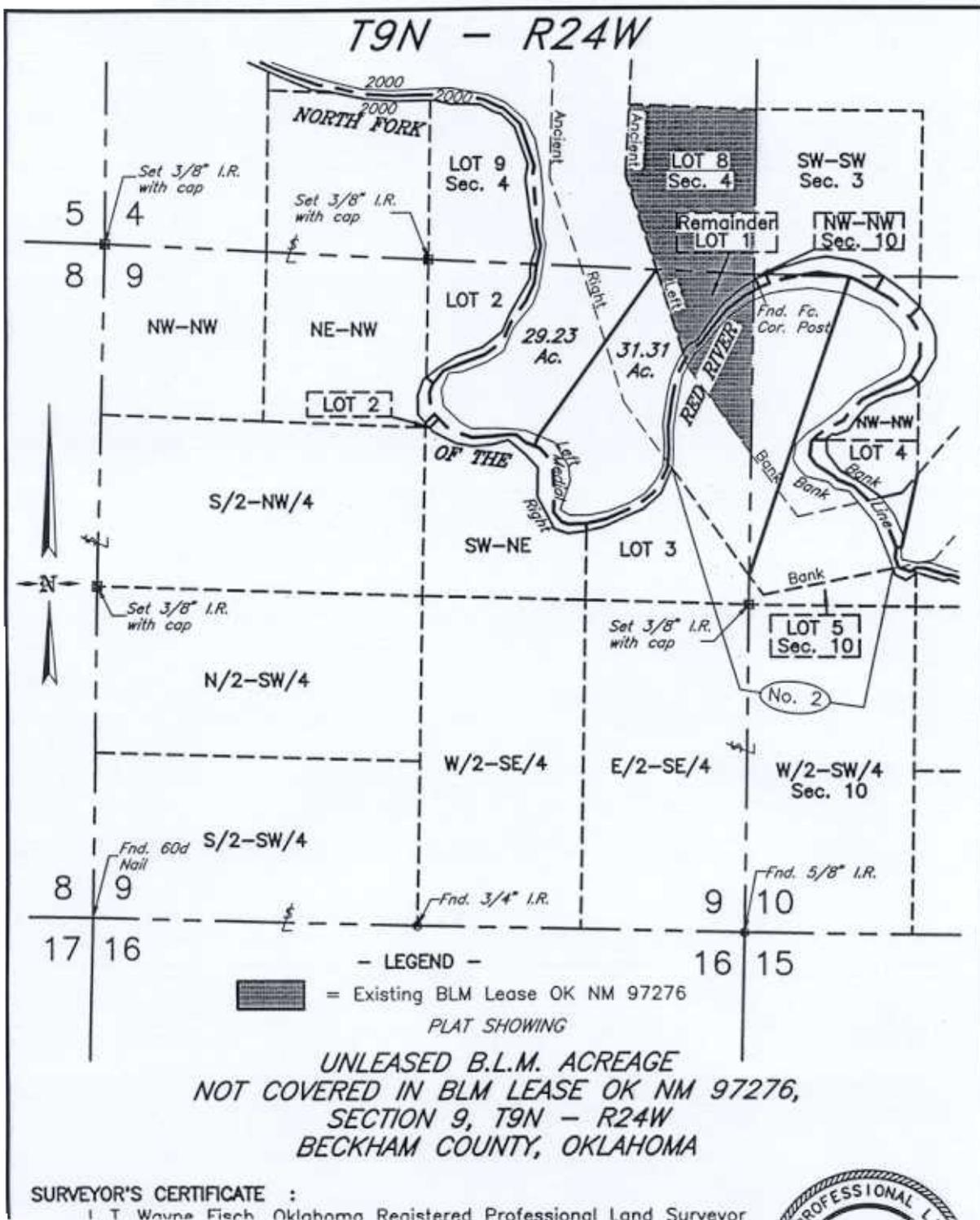
Thence S 34 Degrees 44' 44" W., a distance of 1626.40 feet to a proportional point on the 2000 left bank;

Thence S 21 Degrees 25' 08" W., a distance of 87.11 feet to a point on the 2000 medial line;

Thence along the 2000 medial line the following courses and distances:

N 68 Degrees 34' 53" W., a distance of 78.33 feet;
N 51 Degrees 11' 43" W., a distance of 87.95 feet;
N 84 Degrees 28' 20" W., a distance of 50.64 feet;
S 83 Degrees 51' 46" W., a distance of 140.14 feet;
S 85 Degrees 57' 50" W., a distance of 168.20 feet;
N 73 Degrees 20' 15" W., a distance of 117.68 feet;
N 64 Degrees 26' 05" W., a distance of 104.93 feet;
N 44 Degrees 50' 31" W., a distance of 186.63 feet;
N 05 Degrees 07' 32" W., a distance of 142.46 feet;
N 18 Degrees 27' 30" E., a distance of 67.65 feet;
N 38 Degrees 00' 31" E., a distance of 141.14 feet;
N 66 Degrees 50' 54" E., a distance of 139.58 feet;
N 68 Degrees 45' 59" E., a distance of 219.29 feet;
N 53 Degrees 11' 34" E., a distance of 177.01 feet;
N 22 Degrees 00' 35" E., a distance of 103.02 feet;
N 22 Degrees 24' 20" E., a distance of 75.64 feet;
N 35 Degrees 21' 41" E., a distance of 194.83 feet;
N 24 Degrees 55' 32" E., a distance of 155.01 feet;
N 05 Degrees 40' 51" E., a distance of 124.90 feet;
N 11 Degrees 32' 18" E., a distance of 27.49 feet
to a point on the North line of said Section 9;

Thence along the North line of said Section 9, S 88 Degrees 15' 08" E., a distance of 963.68 feet to the POINT OF BEGINNING, and containing 29.23 acres of land more or less.



**METES AND BOUNDS DESCRIPTION
OF THE ACCRETION AND RIPARIAN ACREAGE
TO LOT 1, SECTION 10, T. 9 N., R. 24 W.,
LOCATED ALONG THE NORTH FORK OF THE RED RIVER,
BECKHAM COUNTY, OKLAHOMA
(Bearings and Distances are Geodetic)**

Beginning at the Southwest corner of said Lot 1, said point being S 89 Degrees 40' 07" W., a distance of 1329.60 feet and S 00 Degrees 01' 11" W., a distance of 346.96 feet from a 3/8" Iron Rod with cap at the Northeast corner of Section 10, T. 9 N., R. 24 W., Beckham County, Oklahoma;

Thence along the ancient left bank, S 75 Degrees 02' 56" E., a distance of 338.71 feet to a point on the 2000 medial line;

Thence along the 2000 medial line the following courses and distances

S 57 Degrees 54' 52" W., a distance of 75.53 feet;

S 44 Degrees 36' 13" W., a distance of 236.52 feet;

S 25 Degrees 42' 14" W., a distance of 31.38 feet to a point;

Thence N 64 Degrees 17' 49" W., a distance of 59.23 feet to a proportional point on the 2000 left bank;

Thence N 05 Degrees 46' 30" W., a distance of 300.01 feet to the POINT OF BEGINNING, and containing 1.22 acres of land more or less.

**METES AND BOUNDS DESCRIPTION
OF THE ACCRETION AND RIPARIAN ACREAGE
TO LOT 4, SECTION 10, T. 9 N., R. 24 W.,
LOCATED ALONG THE NORTH FORK OF THE RED RIVER,
BECKHAM COUNTY, OKLAHOMA
(Bearings and Distances are Geodetic)**

Beginning at the Southeast corner of said Lot 4, said point being S 89 Degrees 39' 49" W., a distance of 1329.60 feet and S 00 Degrees 00' 26" E., a distance of 1584.31 feet from a 3/8" Iron Rod with cap at the North Quarter corner of Section 10, T. 9 N., R. 24 W., Beckham County, Oklahoma;

Thence S 11 Degrees 35' 44" W., a distance of 589.13 feet to a proportional point on the 2000 left bank;

Thence N 88 Degrees 04' 08" W., a distance of 42.33 feet to a point on the 2000 medial line;

Thence along the 2000 medial line the following courses and distances:

N 23 Degrees 10' 42" W., a distance of 238.07 feet;

N 37 Degrees 09' 12" W., a distance of 92.56 feet;

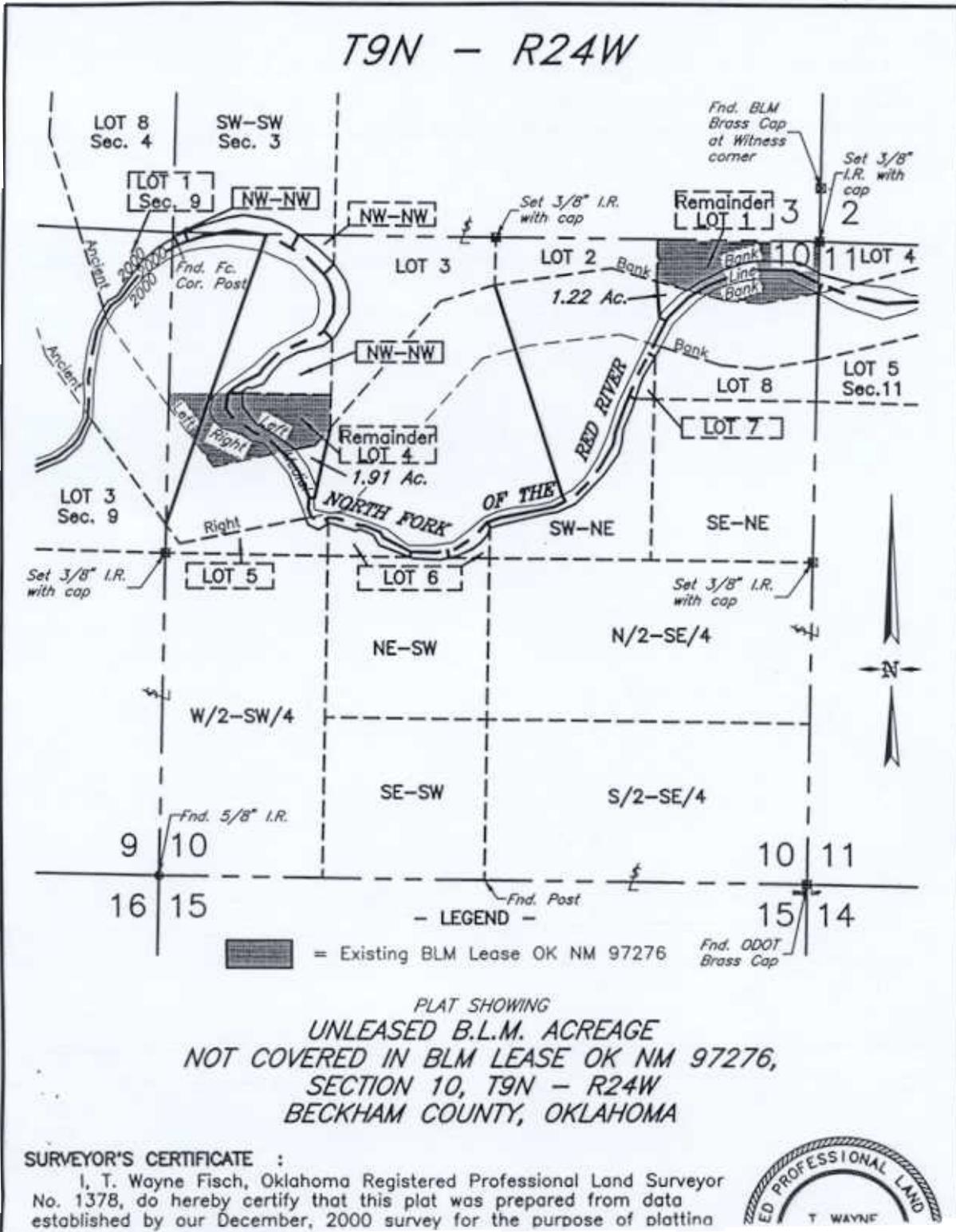
N 46 Degrees 13' 59" W., a distance of 106.14 feet to a point;

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

N 76 Degrees 19' 47" E., a distance of 273.77 feet;

N 39 Degrees 50' 57" E., a distance of 188.77 feet to the POINT OF BEGINNING, and containing 1.91 acres of land more or less.

T9N - R24W



PLAT SHOWING
UNLEASED B.L.M. ACREAGE
NOT COVERED IN BLM LEASE OK NM 97276,
SECTION 10, T9N - R24W
BECKHAM COUNTY, OKLAHOMA

SURVEYOR'S CERTIFICATE :

I, T. Wayne Fisch, Oklahoma Registered Professional Land Surveyor No. 1378, do hereby certify that this plat was prepared from data established by our December, 2000 survey for the purpose of plattina



**Bureau of Reclamation
Mineral Leasing Stipulations for
Carlsbad and Tukumcari Projects**

The Bureau of Reclamation is the surface managing agency for approximately 59,800 acres in the Roswell Resource Area. Subject lands are located within three reservoirs within the Carlsbad Project and two lakes within the Tukumcari Project and being listed as follows:

1. Carlsbad Project - Brantley Reservoir.....43,500 acres
2. Carlsbad Project - Avalon Reservoir.....4,000 acres
3. Carlsbad Project - Sumner Reservoir.....11,500 acres
4. Tukumcari Project - Hudson Lake.....160 acres
5. Tukumcari Project - Dry Lake.....640 acres

With regards to the leasing of the mineral estate(s) beneath said 59,800 acres the Bureau of Reclamation will provide specific leasing stipulations for each prospective lease. The general overall leasing stipulations and requirements for subject Bureau of Reclamation land

BRANTLEY RESERVOIR

No surface occupancy will be allowed within one-half mile of the Brantley Dam site, drilling between one-half mile and one mile of the Brantley Dam site shall be reviewed on a case by case basis. No surface occupancy within the Brantley Lake State Park.

No storage facilities will be allowed below El. 3286. Surface occupancy below natural El. 3271 shall be reviewed on a case by case basis.

AVALON RESERVOIR

No surface occupancy within one-half mile of the Avalon Dam site. No surface occupancy below El. 3190. No storage facilities below El. 3200.

SUMNER RESERVOIR

No surface occupancy within one-half mile of the Sumner Dam site. No surface occupancy within Sumner Lake State Park. No surface occupancy below El. 4279.

No storage facilities below El. 4300.

HUDSON LAKE

No surface occupancy within boundaries of Hudson Lake.

DRY LAKE

No surface occupancy below El. 4085.

The Bureau of Reclamation proposes that the first paragraph at the top of page 3 of your "Management Common to all Alternatives" be omitted. Subject paragraph states if lands presently managed by the Bureau of Reclamation revert back to the management of the Bureau of Land Management, they would be leased and managed under appropriate Roswell District stipulations or conditions of approval (e.g., stipulations for flood plains).

Prior to commencing operations on leasehold, contact the Bureau of Reclamation, Albuquerque Area Office, Attn: Salomon V. Arreola, Realty Specialist, 505 Marquette NW, Suite 1313, Albuquerque, NM 87102-2162, (505) 248-5393.

**Bureau of Reclamation
September 1996**

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

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

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

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

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

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

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

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

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

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

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

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

SPECIAL STIPULATION
BUREAU OF RECLAMATION

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

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

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

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

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

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

project where the United States owns 100 percent of the fee mineral interest.

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

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

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

- a. Within 1,000 feet of the maximum water surface, as defined in the Standard Operating Procedures (SOP), of any reservoirs and related facilities located within the leased area.
- b. Within 2,000 feet of dam embankments and appurtenance structures such as spillway structures, outlet works, etc.

- c. Within one-half(1/2) mile horizontal from the centerline of any tunnel within the leased area.
- d. Providing that appropriate environmental compliance measures can be ensured, and providing further that Reclamation project works and other public interests can be protected, Reclamation may consider, on a case-by-case basis, waiving the requirements specified in Section 3 hereof.

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

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

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

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

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

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

NM-8

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
Ste. 101, 7906 E 33Rd St
Tulsa, OK 74145**

(918) 621-4100

**Bureau of Land Management
New Mexico State Office**

**NM-8
April 2, 1991**

LEASE NOTICE
THREATENED AND ENDANGERED SPECIES

According to preliminary information all or portions of this lease area could contain Federal and/or State-listed threatened or endangered species and/or their habitats. Any proposed surface disturbing activity may require an inventory and consultation with the U.S. Fish and Wildlife Service and/or the State Wildlife agency. The consultation could take up to 180 days to complete. Surface occupancy could be restricted or not allowed as a result of the consultation. Appropriate modifications of the imposed restrictions will be made for the maintenance and operations of producing oil and gas wells.

**Bureau of Land Management
Oklahoma Field Office**

**ORA(LN-1)
November 1991**

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**

SEASON OF USE STIPULATION

Surface occupancy of this lease will not be allowed from February 15 to May 15, as well as all applicable hunting seasons without the specific approval, in writing, from the authorized officer of the Bureau of Land Management. This stipulation does not apply to operation and maintenance of production facilities.

One the land(s) described below:

For the Purpose of: Wildlife seasonal use requirements or recreation use conflicts with drilling activities.

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-3
November 1991**

LEASE NOTICE
POTENTIAL CAVE OR KARST OCCURRENCE AREA

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

Bureau of Land Management
Roswell/Carlsbad Field Office

SENM-LN-1
February 1991

LEASE NOTICE
PROTECTION OF ENDANGERED OR THREATENED
OR SENSITIVE SPECIES

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

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

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

Bureau of Land Management
Roswell Field Office

SENM-LN-3
February 1992

POTASH STIPULATION

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

The lessee further agrees that:

- (1) Drilling for oil and gas shall be permitted only in the event that the lessee establishes to the satisfaction of the Authorized Officer, Bureau of Land Management, that such drilling will not interfere with the mining and recovery of potash deposits, or the interest of the United States will best be served by permitting such drilling.
- (2) No wells shall be drilled for oil or gas at a location which, in the opinion of the Authorized Officer, would result in undue waste of potash deposits or constitute a hazard to or unduly interfere with mining operations being conducted for the extraction of potash deposits.
- (3) When it is determined by the Authorized Officer, that unitization is necessary for orderly oil and gas development and proper protection of potash deposits, no well shall be drilled for oil or gas except pursuant to a unit plan approved by the Authorized Officer.
- (4) The drilling or the abandonment of any well on said lease shall be done in accordance with applicable oil and gas operating regulations (43 CFR 3160), including such requirements as the Authorized Officer may prescribe as necessary to prevent the infiltration of oil, gas or water into formations containing potash deposits or into mines or workings being utilized in the extraction of such deposits.

On the land(s) described below:

Bureau of Land Management
Carlsbad Field Office

SENM-S-1
Revised December 1996

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.

For the purpose of: Protecting Slopes or Fragile Soils

**Bureau of Land Management
Roswell/Carlsbad Field Office**

**SENM-S-17
December 1997**

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

**Bureau of Land Management
Roswell/Carlsbad Field Offices**

**SENM-S-18
December 1997**

PLAYAS AND ALKALI LAKES

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

Surface disturbance will not be allowed within up to 200 meters of PLAYAS of alkali lakes. Waiver of this requirement will be considered on a case-by-case basis for projects designed to enhance or protect renewable natural resources. An exception for oil and gas development will be considered if Playa lake loss was mitigated by the protection and development of another playa exhibiting the potential for improvement. mitigation could include: installing fencing; developing a supplemental water supply; planting trees and shrubs for shelter belts; conducting plays basin excavation; constructing erosion control structures or cross dikes; or by improving the habitat in another area.

For the purpose of: Protecting Playas and Alkali Lakes

**Bureau of Land Management
Roswell/Carlsbad Field Offices**

**SENM-S-19
December 1997**

CAVES AND KARST

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

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

For the purpose of: Protecting Caves and Karst Features

PRAIRIE CHICKENS

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

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

For the purpose of: Protecting Prairie Chickens

**Bureau of Land Management
Roswell/Carlsbad Field Offices**

**SENM-S-22
December 1997**

VISUAL RESOURCE MANAGEMENT

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

Painting of oil field equipment and structures to minimize visual impacts will 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 b 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

**Bureau of Land Management
Roswell/Carlsbad Field Office**

**SENM-S-25
December 1997**

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