

# BLM

# New Mexico Oklahoma Kansas Texas

Bureau of Land Management

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

New Mexico State Office

P.O. Box 27115

1474 Rodeo Road

Santa Fe, NM 87502-0115



**JULY 17, 2002  
COMPETITIVE OIL & GAS  
LEASE SALE**



# 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 (NM930-btm)

May 30, 2002

## NOTICE

The Bureau of Land Management will hold four (4) Competitive Oil and Gas Lease Sales during Fiscal Year 2003. The tentative scheduled dates are shown below:

<u>Sale Date(s)</u>	<u>Team Lead For Sale</u>	<u>Expression of Interest (EOI) Closing Date(s)*</u>	<u>Mailed to the Public</u>
10/16/2002	Lou Ortiz	06/14/2002	08/28/2002
01/22/2003	Gloria Baca	09/13/2002	11/15/2002
04/16/2003	Berna Martinez	12/13/2002	02/26/2003
07/16/2003	Lou Ortiz	03/14/2003	05/23/2003

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

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

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

*/s/ Bernadine T. Martinez*

**Bernadine T. Martinez**  
Land Law Examiner  
Fluids Adjudication Team



# 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 (930-btm)

### **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 **July 17, 2002**, the U.S. Department of the Interior, Bureau of Land Management, New Mexico State Office, will offer for competitive sale, pursuant to Title 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, at the Bureau of Land Management, 1474 Rodeo Road, Santa Fe, New Mexico 87505. You must be present to bid.

**TIME:** The competitive oral auction will commence at 9:00 a.m. on **July 17, 2002**. 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 8:00 a.m., July 17, 2002.

**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 \$2.00 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 (\$2.00 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 \$2.00 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 \$75.00 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 p.m. 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., July 31, 2002, 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 Title 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 Title 43 CFR 3102.5-2) and also certified 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 Title 43 CFR Subpart 3110 for a 2-year period. The 2-year period shall commence at 9:00 a.m., July 18, 2002, the hour the public room opens on the first business day after the auction, and ending at 4:00 p.m., July 17, 2004. 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 Title 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 3:00 p.m. on Monday, July 22, 2002.

**PENDING NONCOMPETITIVE PRESALE OFFERS:** A presale noncompetitive offer filed in accordance with Title 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 July 3, 2002. THE SALE SITE IS ACCESSIBLE TO THE HANDICAPPED.**

*Bernadine T. Martinez  
Land Law Examiner  
Fluids Adjudication Team*

**PLEASE FILL IN THE NAME AND ADDRESS AS IT SHOULD  
APPEAR ON THE ISSUED LEASE**

**NEW BIDDER REGISTRATION FORM**

**BIDDER NO. \_\_\_\_\_  
(Leave Blank)**

**NAME:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_

**STREET:** \_\_\_\_\_

**CITY:** \_\_\_\_\_

**STATE:** \_\_\_\_\_ **ZIP CODE:** \_\_\_\_\_

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

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

COMPETITIVE OIL AND GAS OR  
GEOTHERMAL RESOURCES LEASE BID  
30 U.S.C. 181 et seq.; 30 U.S.C. 351-359;  
30 U.S.C. 1001-1025; 42 U.S.C. 6508

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

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

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

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

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

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

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

INSTRUCTIONS

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

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

INSTRUCTIONS FOR GEOTHERMAL OR  
NPR-A OIL AND GAS BID

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

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

(Continued on reverse)

OFFICIAL USE COPY

Form 3000-2 (July 1997)

## QUALIFICATIONS

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

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

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

## NOTICE

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

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

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

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

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

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

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

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

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

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

## BURDEN HOURS STATEMENT

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

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

Serial No.

**OFFER TO LEASE AND LEASE FOR OIL AND GAS**

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

**READ INSTRUCTIONS BEFORE COMPLETING**

Name  
Street  
City, State, Zip Code

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

Amount remitted: Filing fee \$ \_\_\_\_\_

Rental fee \$ \_\_\_\_\_

Total acres applied for \_\_\_\_\_  
Total \$ \_\_\_\_\_

**DO NOT WRITE BELOW THIS LINE**

3. Land included in lease:  
T. \_\_\_\_\_ R. \_\_\_\_\_ Meridian \_\_\_\_\_ State \_\_\_\_\_ County \_\_\_\_\_

Total acres in lease \_\_\_\_\_  
Rental retained \$ \_\_\_\_\_

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

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

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

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

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

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

Duly executed this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

(Signature of Lessee or Attorney-in-fact)

## LEASE TERMS

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

- Noncompetitive lease, \$1.50 for the first 5 years; thereafter \$2.00;
- Competitive lease, \$1.50; for the first 5 years; thereafter \$2.00;
- 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:

- Noncompetitive lease, 12½ %;
- Competitive lease, 12½ %;
- 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.

**BUREAU OF LAND MANAGEMENT  
NEW MEXICO STATE OFFICE  
July 17, 2002, Lease Sale Statistics by State  
Parcels with and without Pre-sale Noncompetitive Priority Offers**

<b>STATE</b>	<b>PARCELS WITH PRESALE OFFER</b>	<b>PARCELS WITHOUT PRESALE OFFER</b>	<b>TOTAL PARCELS</b>	<b>ACRES WITH PRESALE OFFER</b>	<b>ACRES WITHOUT PRESALE OFFER</b>	<b>TOTAL ACRES</b>
<b>NM</b>	<b>0</b>	<b>127</b>	<b>127</b>	<b>0.00</b>	<b>114,000.36</b>	<b>114,000.36</b>
<b>KS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>OK</b>	<b>1</b>	<b>5</b>	<b>6</b>	<b>160.00</b>	<b>852.90</b>	<b>1,012.90</b>
<b>TX</b>	<b>0</b>	<b>28</b>	<b>28</b>	<b>0.00</b>	<b>6,791.45</b>	<b>6,791.45</b>
<b>TOTALS</b>	<b>1</b>	<b>160</b>	<b>161</b>	<b>160.00</b>	<b>121,644.71</b>	<b>121,804.71</b>

**U. S. DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
NEW MEXICO STATE OFFICE  
JULY 17, 2002 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
200207001 OK WOODS IM 100.00%	28N	15W	17 20 21	SESE; NENE,S2NE,N2SE; NWNW,SW;	440.000   OKNM 64983	P	N
200207002 OK WOODS IM 100.00%	28N	15W	18 18 20	2,3; NWSE,S2SE; NWNW;	233.650   OKNM 64983	P	N
200207003 OK WOODS IM 100.00%	28N	15W	28	W2NW;	80.000   OKNM 64983	P	N
200207004 OK ROGER MILLS/* IM 100.00%	16N	22W	08	4,5;	59.250  ORA-1 ORA-2 ORA-3 ORA(LN-1) OKNM 94558 OKNM 94559	P	N

\*THIS PARCEL IS WITHIN TWO COUNTIES:  
ELLIS COUNTY - 40.25 ACRES  
ROGER MILLS - 19.00 ACRES.

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
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200207005	15N	25W	26	NWNE;	40.000	P	N
OK ROGER MILLS IM 100.00%					FS1 FS3(OK)(CSU1) FS3(OK)(CSU2) FS3(OK)(LN-1) OKNM 66940		
BLACK KETTLE NATIONAL GRASSLANDS							

200207006	14N	26W	24	NE;	160.000	A	N
OK ROGER MILLS IM 50.00%					FS1 FS3(OK)(CSU2) FS3(OK)(LN-1) OKNM 100501 <u>PENDING PRESALE OFFER OKNM 107614</u>		
BLACK KETTLE NATIONAL GRASSLANDS							

200207007				TR	2,296.000	A	N
TX BASTROP TX 100.00%				TR TR TR TR	NM-8 COE-SS(1A) NATIONAL GUARD- CAMP SWIFT TXNM 28235		
CORPS OF ENGINEERS NATIONAL GUARD-CAMPSWIFT							

NOTE: BEFORE ANY WORK COMMENCES ON THIS LEASE, A SIGNED COPY OF THE STIPULATION COE-SS-1A (NATIONAL GUARD-CAMP SWIFT) MUST BE SIGNED BY ALL LESSEES AND/OR OPERATORS AND RETURNED TO: MARILYN STEELE, REAL PROPERTY MANAGER, P.O. BOX 5218, AUSTIN, TX 78763-5218.

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
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200207008 TX MONTGOMERY TX 100.00%	TR	J-16;	167.000	A	N
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FS1  
FS8(TX)(CSU#1A)  
FS8(TX)(CSU#1J)  
TXNM 93155

TRACT J-16  
ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN MONTGOMERY COUNTY, TEXAS, ON THE WATERS OF SAND BRANCH, A TRIBUTARY OF LITTLE LAKE CREEK, EMBRACING IN PART THE JAMES GIBSON PATENTED SURVEY, A-227, DATED MARCH 19, 1847. TRACT J-16 WAS ACQUIRED FROM A. A. & J. L. HOLMES BY DEED DATED 10/19/1936 AND RECORDED IN VOLUME 191, PAGE 142-147, DEED RECORDS, MONTGOMERY COUNTY, TEXAS AND CONTAINS A TOTAL OF 167.00 ACRES, MORE OR LESS.

SAM HOUSTON NATIONAL FOREST  
QUAD #3095234 & 3095243

200207009 TX MONTGOMERY TX 100.00%	TR	J-16a,J-16a-I,J-16a-II;	117.900	A	N
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FS1  
FS8(TX)(CSU#1A)  
FS8(TX)(CSU#1J)  
TXNM 52550

TRACTS J-16a, J-16a-I, and J-16a-II  
ALL THAT CERTAIN TRACTS OR PARCELS OF LAND BEING A TOTAL OF 117.90 ACRES, LYING AND BEING IN MONTGOMERY COUNTY, TEXAS, BETWEEN THE WATERS OF LAKE CREEK AND SAND CREEK, EMBRACING IN PART THE SAMUEL V. LAMOTHE PATENTED SURVEY, A-331, DATED MAY 21, 1873. TRACTS J-16a, J-16a-I, and J-16a-II WERE ACQUIRED FROM A. A. & J. L. HOLMES BY DEED DATED 10/19/1936 AND RECORDED IN VOLUME 191, PAGE 142-147, DEED RECORDS, MONTGOMERY COUNTY, TEXAS.  
TRACT J-16a CONTAINS A TOTAL OF 97.00 ACRES, MORE OR LESS.  
TRACT J-16a-I CONTAINS A TOTAL OF 12.00 ACRES, MORE OR LESS. TRACT J-16a-II CONTAINS A TOTAL OF 8.90 ACRES, MORE OR LESS.

SAM HOUSTON NATIONAL FOREST  
QUAD #3095234

200207010 TX MONTGOMERY TX 100.00%	TR TR	J-142a, J-142-b; SEE EXHIBIT A FOR M&B;	28.420	A	N
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FS1  
FS8(TX)(CSU#1A)  
FS8(TX)(CSU#1J)  
TXNM 43589

SAM HOUSTON NATIONAL FOREST  
QUAD #3095243

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
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200207011				TR J-264;	25.000	A	N
TX					FS1		
MONTGOMERY					FS8(TX)(CSU#1A)		
TX					FS8(TX)(CSU#1J)		
100.00%					TXNM 25384		

TRACT J-264  
ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN MONTGOMERY COUNTY, TEXAS ON THE WATERS OF CANEY CREEK, EMBRACING IN PART THE HEIRS OF JOHN H. CUMMINS SURVEY, A-133, DATED JULY 14, 1862. TRACT J-264 WAS ACQUIRED FROM WILLIAM D. WILEY BY DEED DATED 1/23/1940 AND RECORDED IN VOLUME 212, PAGE 490-493, DEED RECORDS, MONTGOMERY COUNTY, TEXAS AND CONTAINS A TOTAL OF 25.00 ACRES, MORE OR LESS.

SAM HOUSTON NATIONAL FOREST

QUAD #3095243

200207012				TR J-35a;	105.000	A	N
TX					FS1		
MONTGOMERY/*					FS8(TX)(CSU #1A)		
TX					FS8(TX)(CSU#1J)		
100.00%					TXNM 60608		

TRACT J-35a  
ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN SAN JACINTO AND MONTGOMERY COUNTIES, TEXAS, ON THE WATERS OF PEACH CREEK AND BOGGY CREEK, EMBRACING IN PART THE EPAPHIAS J. ARNOLD PATENTED SURVEY, A-63, SAN JACINTO COUNTY, AND A-58 MONTGOMERY COUNTY, DATED MARCH 6, 1847, WITH APPROXIMATELY 37.00 ACRES BEING LOCATED IN SAN JACINTO COUNTY AND 68.00 ACRES BEING LOCATED IN MONTGOMERY COUNTY. TRACT J-35a WAS ACQUIRED FROM CLARA L. HANSBRO BY DEED DATED JULY 21, 1937, AND RECORDED IN VOLUME 34 PAGE 442-445, DEED RECORDS, SAN JACINTO COUNTY AND VOLUME 192, PAGE 563, DEED RECORDS, MONTGOMERY COUNTY, TEXAS.

SAM HOUSTON NATIONAL FOREST

\*TRACT J-35a IS WITHIN 2 COUNTIES:  
MONTGOMERY COUNTY - 68.00 ACRES  
SAN JACINTO - 37.00 ACRES.

QUAD #3095143

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
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200207013 TX SAN JACINTO TX 100.00%				TR J-2a;	648.000 FS1 FS8(TX)(CSU#1A) FS8(TX)(CSU#1J) TXNM 58187	A	N
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TRACT J-2a  
ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN SAN JACINTO COUNTY, TEXAS, ON THE WATERS OF TARKINGTON BAYOU, EMBRACING IN PART THE H. & T.C.R.R. CO. SURVEY PATENTED FEBRUARY 20, 1886, AS SURVEY NO. 93. THE TRACT WAS CONFIRMED BY DECREE OF THE DISTRICT COURT OF TRAVIS COUNTY, TEXAS ON JUNE 29, 1936 AS SURVEY NO. 167 AND RECORDED IN DEED RECORD NO. 33 AT PAGE 165 OF DEED RECORDS OF SAN JACINTO COUNTY, TEXAS. TRACT J-2a WAS ACQUIRED FROM FOSTER LUMBER COMPANY BY DEED DATED 10/20/1936 AND RECORDED IN VOLUME 33, PAGE 477-483, DEED RECORDS, SAN JACINTO COUNTY, TEXAS AND CONTAINS A TOTAL OF 648.00 ACRES, MORE OR LESS.

SAM HOUSTON NATIONAL FOREST  
QUAD #3095144

200207014 TX SAN JACINTO TX 100.00%				TR J-2c;	641.000 FS1 FS8(TX)(CSU#1A) FS8(TX)(CSU#1J) TXNM 58184	A	N
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TRACT J-2c  
ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN SAN JACINTO COUNTY, TEXAS, ON THE WATERS OF LITTLE CANEY CREEK AND PEACH CREEK, EMBRACING IN WHOLE THE R. R. PEEBLES PATENTED SURVEY, A-246, DATED OCTOBER 9, 1850. TRACT J-2c WAS ACQUIRED FROM FOSTER LUMBER COMPANY BY DEED DATED 12/21/1935 AND RECORDED IN VOLUME 32, PAGE 303-332, DEED RECORDS, SAN JACINTO COUNTY, TEXAS AND CONTAINS A TOTAL OF 641.00 ACRES, MORE OR LESS.

SAM HOUSTON NATIONAL FOREST  
QUAD #3095134

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
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200207015 TX SAN JACINTO TX 25.00%	TR		J-4;		37.560	A	N
					FS1 FS8(TX)(CSU#1A) FS8(TX)(CSU#1E) FS8(TX)(CSU#1J)		

TRACT J-4  
ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN SAN JACINTO COUNTY, TEXAS, ON THE WATERS OF THE EAST FORK OF THE SAN JACINTO RIVER, LOCATED IN THE JAMES RANKIN, JR. SURVEY, A-40, DATED OCTOBER 30, 1835. TRACT J-4 WAS ACQUIRED FROM DAN M. MOODY, JR. BY DEED DATED 02/24/1983 AND RECORDED IN VOLUME 228, PAGE 810-813, DEED RECORDS, SAN JACINTO COUNTY, TEXAS AND CONTAINS A TOTAL OF 37.56 ACRES, MORE OR LESS.

SUBJECT TO AN UNDIVIDED 3/4TH OUTSTANDING INTEREST RESERVED AS DESCRIBED IN INSTRUMENT FROM JAMES M. CRANE TO CAM HARRELL DATED 08/05/1965 AND RECORDED IN VOLUME 97, PAGE 39, SAN JACINTO COUNTY RECORDS. THERE IS ALSO A PERPETUAL 1/6TH OF 2/9TH ROYALTY INTEREST RESERVED AS DESCRIBED IN INSTRUMENT FROM W. H. LAMP TO JOE ALICE DISNEY DATED 05/20/1946 AND RECORDED IN VOLUME 49, PAGE 407, SAN JACINTO COUNTY RECORDS.

SAM HOUSTON NATIONAL FOREST

QUAD #3095412

200207016 TX SAN JACINTO TX 100.00%	TR		J-5a;		975.000	A	N
					FS1 FS8(TX)(CSU#1A) FS8(TX)(CSU#1J) FS8(TX)(LN#6)		

TRACT J-5a  
ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN SAN JACINTO COUNTY, TEXAS, BETWEEN THE WATERS OF THE EAST FORK OF THE SAN JACINTO RIVER AND WINTERS CREEK, EMBRACING IN WHOLE OR IN PART THE FOLLOWING PATENTED SURVEYS: JOHN R. RICHARDSON, A-256, DATED AUGUST 7, 1852; THOMAS NUNN, A-238, DATED MAY 21, 1852; AND L. R. PEARSON, A-375, DATED JUNE 15, 1888. TRACT J-5a WAS ACQUIRED FROM W. J. DUNNAM BY DEED DATED 12/31/1935 AND RECORDED IN VOLUME 32, PAGE 371-376, DEED RECORDS, SAN JACINTO COUNTY, TEXAS AND CONTAINS A TOTAL OF 975.00 ACRES, MORE OR LESS.

SAM HOUSTON NATIONAL FOREST

QUAD #3095143

200207017 TX SAN JACINTO TX 100.00%	TR		J-6a;		49.000	A	N
					FS1 FS8(TX)(CSU#1A) FS8(TX)(CSU#1B) FS8(TX)(CSU#1J)		

TRACT J-6a  
ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN SAN JACINTO COUNTY, TEXAS, BETWEEN THE WATERS OF THE EAST FORK OF THE SAN JACINTO RIVER AND WINTERS CREEK, LYING ENTIRELY WITHIN THE WILLIAM DOBIE PATENTED SURVEY, A-93, DATED APRIL 3, 1852. TRACT J-6a WAS ACQUIRED FROM I. R. PALMER BY DEED DATED 12/30/1935 AND RECORDED IN VOLUME 32, PAGE 354-358, DEED RECORDS, SAN JACINTO COUNTY, TEXAS AND CONTAINS A TOTAL OF 49.00 ACRES, MORE OR LESS.

SAM HOUSTON NATIONAL FOREST

QUAD #3095143

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
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200207018 TX SAN JACINTO TX 50.00%			TR	J-8;	106.000 FS1 FS8(TX)(CSU#1A) FS8(TX)(CSU#1J)	A	N
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TRACT J-8  
ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN SAN JACINTO COUNTY, TEXAS, ON THE WATERS OF THE EAST FORK OF THE SAN JACINTO RIVER, EMBRACING IN PART THE JAMES RANKIN JR. PATENTED SURVEY, A-40, DATED OCTOBER 30, 1835. TRACT J-8 WAS ACQUIRED FROM HUGH MCCLANAHAN BY DEED DATED 11/23/1937 AND RECORDED IN VOLUME 35, PAGE 135-145, DEED RECORDS, SAN JACINTO COUNTY, TEXAS AND CONTAINS A TOTAL OF 106.00 ACRES, MORE OR LESS.

SUBJECT TO AN UNDIVIDED 50% U.S. MINERAL INTEREST ON THE ENTIRE TRACT. THE OUTSTANDING INTEREST IS RESERVED AS DESCRIBED IN INSTRUMENT FROM HUGH MCCLANAHAN TO J. W. YOUNG DATED JULY 17, 1933 AND RECORDED IN VOLUME 27, PAGE 562, SAN JACINTO COUNTY RECORDS.

SAM HOUSTON NATIONAL FOREST

QUAD #3095412

200207019 TX SAN JACINTO TX 100.00%			TR TR TR	J-34,J-35,J-35-I,J-35-II; J-35-III,J-35-IV; SEE EXHIBIT B FOR M&B;	144.160 FS1 FS8(TX)(CSU#1A) FS8(TX)(CSU#1E)APPLIES TO TRS.J-35,J-35-I FS8(TX)(CSU#1J) TXNM 41554	A	N
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TRACTS J-35, J-35-I, J-35-II, J-35-III, AND J-35-IV ARE SUBJECT TO AN OUTSTANDING 1/16TH NONPARTICIPATING ROYALTY INTEREST RESERVED IN A DEED FROM C.L. HANSBRO TO DANIEL OIL & ROYALTY COMPANY DATED 7/20/1933 AND RECORDED IN VOLUME 27, PAGE 590, SAN JACINTO COUNTY RECORDS.

TRACT J-35 ORIGINALLY CONTAINED 120.00 ACRES BUT THE U.S. EXCHANGED 22.65 ACRES WITH MINERAL TO DAN MOODY AS TRACT J-17 LEAVING AN AVAILABLE ACREAGE OF 16.76 ACRES.  
TRACT J-35-I ORIGINALLY CONTAINED 17.00 ACRES BUT THE U.S. EXCHANGED 0.24 ACRE WITH MINERAL ALONG WITH TRACT J-35 TO DAN MOODY AS TRACT J-17 LEAVING AN AVAILABLE ACREAGE OF 16.76 ACRES.

TRACT J-34 CONTAINS 4.65 ACRES  
TRACT J-35 CONTAINS 97.35 ACRES  
TRACT J-35-I CONTAINS 16.76 ACRES  
TRACT J-35-II CONTAINS 4.00 ACRES  
TRACT J-35-III CONTAINS 5.40 ACRES  
TRACT J-35-IV CONTAINS 16.00 ACRES

SAM HOUSTON NATIONAL FOREST

QUAD #3095412



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
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200207023 TX SAN JACINTO TX 100.00%	TR	J-61;	81.000	A	N
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FS1  
FS8(TX)(CSU#1A)  
FS8(TX)(CSU#1J)  
TXNM 60612

TRACT J-61  
ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN SAN JACINTO COUNTY, TEXAS ON THE WATERS OF WINTERS CREEK, EMBRACING IN PART AND LYING ENTIRELY WITHIN THE EDWARD RUSSELL PATENTED SURVEY, A-48, DATED AUGUST 21, 1835. TRACT J-61 WAS ACQUIRED FROM H. G. SMITH BY DEED DATED 7/5/1938 AND RECORDED IN VOLUME 36, PAGE 71, DEED RECORDS, SAN JACINTO COUNTY, TEXAS AND CONTAINS A TOTAL OF 81.00 ACRES, MORE OR LESS.

SAM HOUSTON NATIONAL FOREST  
QUAD #3095412 & 3095143

200207024 TX SAN JACINTO TX 50.00%	TR	J-1894;	73.000	A	N
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FS1  
FS8(TX)(CSU#1A)  
FS8(TX)(CSU#1E)  
FS8(TX)(CSU#1J)

TRACT J-1894  
ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN SAN JACINTO COUNTY, TEXAS ON THE WATERS OF THE EAST FORK OF SAN JACINTO RIVER, EMBRACING IN PART THE JAMES RANKIN, JR. PATENTED SURVEY, A-40, DATED OCTOBER 30, 1835. TRACT J-1894 WAS ACQUIRED FROM MRS. ALZADA MATTHEWS, ELGIN MATTHEWS AND FANNIE TURNER, BY DEED DATED 9/30/1940 AND RECORDED IN VOLUME 40, PAGE 391-394, DEED RECORDS, SAN JACINTO COUNTY, TEXAS AND CONTAINS A TOTAL OF 73.00 ACRES, MORE OR LESS.

SUBJECT TO AN UNDIVIDED 50% OUTSTANDING MINERAL INTEREST AS RESERVED IN DEED FROM A. MATTHEWS TO J. N. PHELAN DATED 7/31/1933 AND RECORDED IN VOLUME 28, PAGE 32, SAN JACINTO COUNTY. THERE IS ALSO A 3.125% ROYALTY INTEREST RESERVED ON THE ENTIRE TRACT AS DESCRIBED IN A DECLARATION OF INTEREST AND ROYALTY DEED DATED 11/9/1933 FROM A. MATTHEWS TO F. L. TYLER AND RECORDED IN VOLUME 28, PAGE 477 OF SAN JACINTO COUNTY RECORDS.

SAM HOUSTON NATIONAL FOREST  
QUAD #3095412

200207025 TX WALKER TX 100.00%	TR	J-1L;	132.000	A	N
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FS1  
FS8(TX)(CSU#1A)  
FS8(TX)(CSU#1J)  
TXNM 59294

TRACT J-1L  
ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN WALKER COUNTY, TEXAS, ON THE WATERS OF BOSWELL CREEK, LYING ENTIRELY WITHIN THE VITAL FLORES PATENTED SURVEY, A-20, DATED DECEMBER 14, 1833. TRACT J-1L WAS ACQUIRED FROM DELTA LAND AND TIMBER COMPANY BY DEED DATED 12/27/1935 AND RECORDED IN VOLUME 82, PAGE 176-215, DEED RECORDS, WALKER COUNTY, TEXAS AND CONTAINS A TOTAL OF 132.00 ACRES, MORE OR LESS.

SAM HOUSTON NATIONAL FOREST  
QUAD #3095421 & 3095422



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
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200207029 TX WALKER TX 100.00%			TR	J-627a;	61.000  FS1 FS8(TX)(CSU#1A) FS8(TX)(CSU#1J) TXNM 23797	A	N
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TRACT J-627a  
ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN WALKER COUNTY, TEXAS ON THE WATERS  
OF CANEY CREEK, LYING ENTIRELY WITHIN THE JOHN CAROTHERS SURVEY, A-9, DATED NOVEMBER 13, 1835.  
TRACT J-627a WAS ACQUIRED FROM JOHN W. FOCKE BY DEED DATED 8/30/1939 AND RECORDED IN VOLUME 92,  
PAGE 575, DEED RECORDS, WALKER COUNTY, TEXAS AND CONTAINS A TOTAL OF 61.00 ACRES.

SAM HOUSTON NATIONAL FOREST  
QUAD #3095423

200207030 TX WISE TX 100.00%			TR TR	373; SEE EXHIBIT C FOR M&B;	81.430  FS1 FS8(TX)(CSU#1G) FS8(TX)(CSU#1I) TXNM 89211	A	N
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LBJ NATIONAL GRASSLANDS  
QUAD #3397242 & #3397243

200207031 TX WISE TX 100.00%			TR TR	390-13 PARCEL #3; SEE EXHIBIT D FOR M&B;	39.930  FS1 FS8(TX)(CSU#1G) FS8(TX)(CSU#1I) TXNM 86374	A	N
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LBJ NATIONAL GRASSLANDS  
QUAD #3397241

200207032 TX WISE TX 100.00%			TR TR	609 PARCEL #1; SEE EXHIBIT E FOR M&B;	36.460  FS1 FS8(TX)(CSU#1G) FS8(TX)(CSU#1I) TXNM 78037	A	N
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LBJ NATIONAL GRASSLANDS  
QUAD #3397242

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
200207033 TX WISE TX 50.00%				TR TR 672; SEE EXHIBIT F FOR M&B;	101.840  FS1 FS8(TX)(CSU#1G) FS8(TX)(CSU#1I) TXNM 78040 TXNM 78041	A	N
LBJ NATIONAL GRASSLANDS QUAD #3397242							
200207034 TX WISE TX 100.00%				TR 1237;	135.750  FS1 FS8(TX)(CSU#1G) FS8(TX)(CSU#1I) TXNM 84928	A	N
TRACT 1237 ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN WISE COUNTY, TEXAS, AND BEING A PART OF THE GRAYSON COUNTY SCHOOL LAND SURVEY. TRACT 1237 WAS ACQUIRED FROM ALTON LEO HOLBROOK AND WIFE, CLIFFIE L. HOLBROOK, AND TULLIE JAMES HOLBROOK AND WIFE, ALICE ISABEL HOLBROOK, DATED DECEMBER 2, 1941, AND RECORDED IN VOLUME 149, PAGE 118, DEED RECORDS, WISE COUNTY, TEXAS, CONTAINING 135.75 ACRES, MORE OR LESS, DESCRIBED AS FOLLOWS FOR MINERAL LEASING PURPOSES: BEGINNING AT THE NORTHEAST CORNER OF QUARTER SECTION NINE OF SAID SCHOOL LAND; THENCE WEST, WITH THE NORTH BOUNDARY LINE OF SAID QUARTER SECTION 9, A DISTANCE OF 749 YARDS TO THE NORTHEAST CORNER OF A TRACT SOLD BY L.F. JONES TO A.J. JONES; THENCE SOUTH WITH THE EAST BOUNDARY LINE OF SAID A.J. JONES TRACT, 880 YARDS TO THE SOUTH BOUNDARY LINE OF SAID QUARTER SECTION 9; THENCE EAST, WITH SAID SOUTH BOUNDARY LINE, 749 YARDS TO THE SOUTHEAST CORNER OF SAID QUARTER SECTION; THENCE NORTH, WITH THE EAST BOUNDARY LINE OF SAME, 880 YARDS TO THE PLACE OF BEGINNING, CONTAINING 135.75 ACRES, MORE OR LESS.							
LBJ NATIONAL GRASSLANDS QUAD #3397242							
200207035 NM QUAY NMPM 100.00%	10N	28E	22 24	NWNE; NWNE,NENW;	120.000  SENM-S-25  NMNM 84081	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
200207036 NM QUAY NMPM 100.00%	09N	30E	02 12 13 23 24 25 26 27 34 35	SWNE,SENW,E2SE; NE; SENW,NESW,SE; E2SE; NE,S2NW,S2; E2SW,NWSW,SE; SENE; NESW; NESW; SWNW;	1,640.000  SENM-S-25      NMNM 64319	P	N
200207037 NM QUAY NMPM 100.00%	10N	30E	03 03 04 09 25 35	1; S2NE,N2SE; SENE,NESE,S2SE; NE; SESE; SWSE;	600.880  SENM-S-25    NMNM 66575	P	N
200207038 NM QUAY NMPM 100.00%	09N	31E	04 07 08 11 17 18 18 19 19 20	E2SE; S2NE,SE; SWNW,W2SW; W2SE; E2W2,NWNW,W2SW; 1,2; NENE,W2E2; 1,2,3,4; E2,E2SW; W2;	1,969.980  SENM-S-25     NMNM 23834 NMNM 65496	P	N
200207039 NM QUAY NMPM 100.00%	09N	31E	24 31 31 33 34 35	SENW; 3,4; SESW,NESE; W2NW,SW,S2SE; E2; NE,W2;	1,320.220  SENM-S-25    NMNM 36079	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
200207040 NM QUAY NMPM 100.00%	09N	31E	26 27 28 29 30 30	W2SW; S2NE,W2,SE; E2E2,S2SW,SWSE; W2E2,W2; 1,2,3,4; E2,E2W2;	2,042.360  SENM-S-25   NMNM 65496	P	N
200207041 NM QUAY NMPM 100.00%	09N	32E	34	S2NW,N2SE;	160.000   NMNM 60400	P	N
200207042 NM QUAY NMPM 100.00%	09N	32E	35	S2NE;	80.000   NMNM 60400	P	N
200207043 NM BERNALILLO NMPM 100.00%	09N	01W	10 10 12 12 14 14	1,2; SESE; 1,2,3,4; S2S2; 1,2,3,4; N2;	916.120     NMNM 38271	P	N
200207044 NM BERNALILLO NMPM 100.00%	11N	01W	04 04 10 12	1,2,3,4,5; SENE,E2SE; ALL; ALL;	1,612.140   NMNM 59527	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
200207045 NM BERNALILLO NMPM 100.00%	11N	01W	14 22 24	ALL; ALL; ALL;	1,920.000    NMNM 30851	P	N
200207046 NM BERNALILLO NMPM 100.00%	11N	01W	28 28 30 30	5; W2SW; 1,2,3,4,5,6; E2SW,SE;	568.300    NMNM 30851	P	N
200207047 NM SANDOVAL NMPM 100.00%	20N	02W	11 12 12	ALL; 1; NWNE,N2NW,SWNW,NWSW;	862.170    NMNM 43423 NMNM 57151 NMNM 98675 NMNM 98676	P	N
200207048 NM SANDOVAL NMPM 100.00%	20N	02W	13 13 14 24 24	3,4,5,6,7; NWNE,W2; S2; 1,2,3,4,5,6,7,8; NWNW;	985.710    NMNM 52574 NMNM 57151 NMNM 63549 NMNM 98678	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
200207049 NM SANDOVAL NMPM 100.00%	20N	02W	18	ALL;	640.000  NMNM 80467	P	N
200207050 NM SANDOVAL NMPM 100.00%	20N	02W	24	S2SW,SWSE;	120.000  NMNM 31657	A	N
200207051 NM SANDOVAL NMPM 100.00%	20N	02W	25 26 35	SWNE,W2,W2SE; ALL; ALL;	1,720.000  NMNM 63549 NMNM 81087 NMNM 83485	P	N
200207052 NM SANDOVAL NMPM 100.00%	18N	03W	33	SWNE,SWSE;	80.000  NMNM 97833	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
200207053 NM SAN JUAN NMPM 100.00%	25N	11W	30 30	2; SENW;	80.280	P	N
NMNM 60337							
THIS PARCEL CONTAINS AN UNPLUGGED WELL. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO SUBMIT A \$10,000.00 BOND TO ASSUME LIABILITY FOR THE WELL, UNLESS ADEQUATE STATEWIDE OR NATIONWIDE BOND COVERAGE IS BEING MAINTAINED.							
THE SUCCESSFUL BIDDER OF THIS LEASE CAN PUT THE EXISTING GALLUP WELL IN TO PRODUCTION. THE DRILLING AND/OR DEVELOPMENT OF OTHER WELLS WILL NOT BE ALLOWED UNTIL (1) THE RECORD OF DECISION IS ISSUED FOR FARMINGTON FIELD OFFICES'S RESOURCE MANAGEMENT PLAN REVISION AND ENVIRONMENTAL IMPACT STATEMENT AND/OR (2) ANY PROTESTS OF THE RECORD OF DECISION ARE RESOLVED. THE TENTATIVE DATE FOR ISSUANCE OF THE RECORD OF DECISION IS IN THE WINTER OF 2002.							
DEVELOPMENT OF THE WELL IN ADDITIONAL FORMATIONS MAY REQUIRE A COMMUNITIZATION AGREEMENT.							
200207054 NM HIDALGO NMPM 100.00%	20S	20W	20 21 28 29	ALL; ALL; ALL; ALL;	2,560.000	P	N
NMNM 40331 NMNM 41120 NMNM 41121							
200207055 NM HIDALGO NMPM 100.00%	20S	20W	27 35	ALL; ALL;	1,280.000	P	N
NMNM 41109 NMNM 41121							
200207056 NM HIDALGO NMPM 100.00%	20S	20W	33 34	ALL; ALL;	1,280.000	P	N
NMNM 40331 NMNM 41121							

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
200207057 NM HIDALGO NMPM 100.00%	21S	20W	11 12	ALL; ALL;	1,280.000  NMNM 34804	P	N
200207058 NM CHAVES NMPM 100.00%	16S	20E	13 14	ALL; ALL;	1,280.000  SENM-LN-1 WO-ESA 7  NMNM 80193 NMNM 83527	P	N
200207059 NM CHAVES NMPM 100.00%	17S	20E	22 22 27	1,2,3,4; NW,S2; ALL;	1,273.430  SENM-LN-1 WO-ESA 7  NMNM 66901 NMNM 81861	P	N
200207060 NM CHAVES NMPM 100.00%	15S	21E	05 05	1,2,3,4; S2N2,S2;	642.000  SENM-LN-1 SENM-S-17  NMNM 83019	P	N
200207061 NM CHAVES NMPM 100.00%	15S	21E	12	ALL;	640.000  SENM-LN-1 SENM-S-17  NMNM 80682	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
200207062 NM CHAVES NMPM 100.00%	15S	21E	14	ALL;	640.000  SENM-LN-1 SENM-S-17  NMNM 83531	P	N
200207063 NM CHAVES NMPM 100.00%	15S	21E	19 19	1,2,3,4; E2,E2W2;	642.760  SENM-LN-1 SENM-S-17  NMNM 83160	P	N
200207064 NM EDDY NMPM 100.00%	16S	21E	01 01 12	1,2,3,4,5,6,7,8,9,10; 11,12,13,14,15,16; E2,NW,N2SW,SWSW;	1,201.750  SENM-S-18* WO-ESA 7  NMNM 53939 NMNM 69138 NMNM 70175 NMNM 81655	P	N
*SENM-S-18 APPLIES TO: SEC. 1: LOT 9 SEC. 12: S2NE,N2SW							
200207065 NM EDDY NMPM 100.00%	16S	21E	03 03 03 04 04 09	1,2,3,4,5,6,7,8,9,10,11; 12,13,14,15,16; S2; 1,3,4,8,9,12,13,14,15,16; S2; ALL;	2,246.860  SENM-S-18* WO-ESA 7  NMNM 39104 NMNM 39625 NMNM 81656	P	N
*SENM-S-18 APPLIES TO: SEC. 3: LOT 4 SEC. 4: LOTS 1,3,4 SEC. 9: N2S2NE,SENW							

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
200207066	16S	21E	05	1,3,4,5,6,9,13,16;	1,029.130	P	N
NM			05	S2;			
EDDY			06	2,3,4,5,6,7,10,11,12,13;	SENM-S-18*		
NMPM			06	14,15;	WO-ESA 7		
100.00%			06	SESW,S2SE;			
					NMNM 39625		
					NMNM 43498		
					NMNM 81656		
*SENM-S-18 APPLIES TO: SEC. 5: LOTS 1,5,6 SEC. 6: LOTS 15							
200207067	16S	21E	07	1,2,3,4;	1,129.220	P	N
NM			07	E2,E2W2;			
EDDY			08	ALL;	SENM-S-18*		
NMPM					WO-ESA 7		
100.00%							
					NMNM 39104		
					NMNM 43498		
					NMNM 81656		
					NMNM 81864		
*SENM-S-18 APPLIES TO: SEC. 7: LOT 1,NWNWNE,NENW							
200207068	16S	21E	10	ALL;	1,280.000	P	N
NM			11	ALL;			
EDDY					SENM-S-18*		
NMPM					WO-ESA 7		
100.00%							
					NMNM 64468		
					NMNM 81202		
					NMNM 81865		
*SENM-S-18 APPLIES TO: SEC. 10: S2NE,N2NW SEC. 11: SW,S2SE							

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
<b>200207069</b> NM EDDY NMPM 100.00%	<b>16S</b>	<b>21E</b>	<b>14</b> <b>14</b> <b>15</b> <b>15</b>	<b>1,2,3,4,5,6,7,8;</b> <b>W2;</b> <b>1,2,3,4;</b> <b>W2,SE;</b>	<b>1,304.660</b>  SENM-S-18* WO-ESA 7  NMNM 57507 NMNM 60563 NMNM 70175	<b>P</b>	<b>N</b>
*SENM-S-18 APPLIES TO: SEC. 15: LOTS 1,2,3,NW,NESW,SWSW							
<b>200207070</b> NM EDDY NMPM 100.00%	<b>16S</b>	<b>21E</b>	<b>17</b> <b>20</b> <b>20</b>	<b>ALL;</b> <b>1,2,3,4;</b> <b>N2,SW;</b>	<b>1,270.980</b>  *SENM-S-18 WO-ESA 7  NMNM 39104 NMNM 42124 NMNM 64947	<b>P</b>	<b>N</b>
SENM-S-18 APPLIES TO: SEC. 17: SESESE, SEC. 20: LOTS 1,3,4							
<b>200207071</b> NM EDDY NMPM 100.00%	<b>16S</b>	<b>21E</b>	<b>18</b> <b>18</b> <b>19</b> <b>19</b> <b>19</b>	<b>5,6,7,8,9,10,11,12,13,14;</b> <b>15,16,17,18,19,20;</b> <b>4,5,6,7,8,9,10,11,12,13;</b> <b>14,15,16;</b> <b>SESW,S2SE;</b>	<b>1,164.320</b>  WO-ESA 7  NMNM 39104 NMNM 43498 NMNM 57507 NMNM 70175 NMNM 81864	<b>P</b>	<b>N</b>

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
200207072 NM EDDY NMPM 100.00%	16S	21E	22 22 23 24	1,2,3,4,5,6; NE,NESE,SWSE; N2N2,SWNW,W2SW; N2;	1,097.800  WO-ESA 7  NMNM 60563 NMNM 68632 NMNM 70176	P	N
200207073 NM EDDY NMPM 100.00%	16S	21E	25 26 27 35	ALL; NENW,W2W2,SESW,S2SE; N2; E2E2,SWNE,SEW,NWSE;	1,560.000  SENM-S-18* WO-ESA 7  NMNM 60563 NMNM 64468 NMNM 70176	P	N
*SENM-S-18 APPLIES TO: SEC. 35: SWNE,S2SENE,SEW							
200207074 NM EDDY NMPM 100.00%	16S	21E	28 29 29	N2; 1,2,3,4; NW,S2;	981.880  SENM-S-18* WO-ESA 7  NMNM 64947 NMNM 83163	P	N
*SENM-S-18 APPLIES TO: SEC. 29: S2SW,SWSE							
200207075 NM EDDY NMPM 100.00%	16S	21E	30 30 33	1,2,3,4; E2,E2W2; S2;	824.600  SENM-S-18* WO-ESA 7  NMNM 39104 NMNM 43498 NMNM 83163	P	N
*SENM-S-18 APPLIES TO: SEC. 30: LOTS 3,4,E2SW,S2SE							

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
200207076 NM EDDY NMPM 100.00%	16S	21E	35	SWSE;	40.000  WO-ESA 7  NMNM 28650	A	N

200207077 NM EDDY NMPM 100.00%	17S	21E	01 03 03 10 13	1,2; 3,4; S2NW; S2SE; 3,4;	393.880  SENM-LN-1 SENM-S-18* WO-ESA 7 NMNM 55880 NMNM 64468 NMNM 64948 NMNM 68632	P	N
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\*SENM-S-18 APPLIES TO:  
SEC. 1: LOTS 1,2

200207078 NM EDDY NMPM 0.00%	17S	21E	01 01 02 02 11 12	3,4; S2N2,SW; 1,2; SENE,S2; N2; W2NE,NW;	1,399.200  WO-ESA 7  NMNM 28650 NMNM 64979 NMNM 66936	A	N
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MINERAL INTEREST BREAKDOWN:  
50% MINERAL INTEREST ON SEC. 1: S2NE;  
ALL REMAINING LAND IN PARCEL IS 100% 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
200207079	17S	21E	05	5,6,7,8,9,10,11,12;	1,906.910	P	N
NM			05	S2;			
EDDY			06	8,9,10,11,12,13,14,15,16;	SENM-S-18*		
NMPM			06	17,18,19,20,21,22,23;	WO-ESA 7		
100.00%			07	5,6,7,8,9,10,11,12,13,14;			
			07	15,16,17,18,19,20;			
					NMNM 43502		
					NMNM 44493		
					NMNM 53940		
					NMNM 81866		
					NMNM 83164		

\*SENM-S-18 APPLIES TO:  
SEC. 7: LOTS 9,10,11,13,14,15,16

200207080	17S	21E	08	ALL;	1,130.370	P	N
NM			17	NENE,NENW,W2NW;			
EDDY			18	5,6;	SENM-LN-1		
NMPM			18	NE;	SENM-S-18*		
100.00%			19	5,6;	SENM-S-21		
					WO-ESA 7		
					NMNM 37823		
					NMNM 54244		
					NMNM 81203		

\*SENM-S-18 APPLIES TO:  
SEC. 8: NWSW,SESW

200207081	17S	21E	13	1,2,5,6,7,8,9,10,11;	1,357.220	A	N
NM			13	12,13,14,15;			
EDDY			14	1,2,3,4;	SENM-LN-1		
NMPM			14	S2SW,S2N2SW;	SENM-S-18*		
0.00%			15	1,2,3,4;	SENM-S-21**		
			24	1,2,3,4;	SENM-S-25		
			24	E2NE,NWNE,N2SWNE,NESW;	WO-ESA 7		
			24	W2SW,NWSE;			

\*SENM-S-18 APPLIES TO: SEC. 15: S2S2 OF LOT 3  
\*\*SENM-S-21 APPLIES TO: SECS. 15 & 24

MINERAL INTEREST BREAKDOWN:  
87.50% MINERAL INTEREST OR 7/8TH ON THE FOLLOWING:  
SEC. 13: LOTS 14,15  
SEC. 24: NWNE,N2SWNE  
100% MINERAL INTEREST ON REMAINING LANDS.

NMNM 28650  
NMNM 29640  
NMNM 31960  
NMNM 42826  
NMNM 81752

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
200207082	17S	21E	22	1,2,3,4;	1,563.520	A	N
NM			22	NW,E2SW,SE;			
EDDY			23	1,2,3,4,5,6,7,8,9,10,11;	SENM-LN-1		
NMPM			23	12,13,14,15,16,17,18;	SENM-S-18*		
100.00%			25	NW;	SENM-S-21		
			25	PART OF NWSE (36.14 AC);	SENM-S-25		
			26	1,2,3,4,5,6;	WO-ESA 7		
					NMNM 29640		
					NMNM 33287		
					NMNM 56772		
					NMNM 81753		
*SENM-S-18 APPLIES TO: SEC. 22: LOTS 2,3,4,NW,N2NESW SEC. 23: LOTS 5,12,13,14,15,16,17,18 SEC. 25: W2NW,SEW,NWSE SEC. 26: LOTS 1,2,3							
200207083	17S	21E	30	8,15,16;	429.650	P	N
NM			31	8,9,13,15,16,17,18,19,20;			
EDDY			31	NWSE;	SENM-LN-1		
NMPM			35	SWSW;	SENM-S-18*		
100.00%					SENM-S-21**		
					SENM-S-25		
					WO-ESA 7		
					NMNM 37823		
					NMNM 54244		
					NMNM 57503		
					NMNM 64948		
*SENM-S-18 APPLIES TO: SEC. 30: LOT 8 SEC. 31: LOT 19 **SENM-S-21 APPLIES TO SEC. 35							
200207084	18S	21E	01	1,2,3,4;	389.560	A	N
NM			01	SWNE,S2NW,N2SW,NWSE;			
EDDY					SENM-LN-1		
NMPM					SENM-S-18*		
0.00%					SENM-S-21		
					WO-ESA 7		
					NMNM 03302		
					NMNM 86266		
*SENM-S-18 APPLIES TO: SEC. 1: LOT 1, E2SWNE  MINERAL INTEREST BREAKDOWN: 50% ON LOTS 1,2 100% MINERAL INTEREST ON REMAINING LANDS.							

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
<b>200207085</b>	<b>18S</b>	<b>21E</b>	<b>01</b>	S2SW;	<b>800.000</b>	<b>P</b>	<b>N</b>
NM			<b>02</b>	S2S2;			
EDDY			<b>03</b>	S2SE;	SENM-LN-1		
NMPM			<b>10</b>	N2NE;	SENM-S-18*		
100.00%			<b>11</b>	SE;	SENM-S-21**		
			<b>12</b>	NWNE,NENW;	WO-ESA 7		
			<b>14</b>	NE;			
					NMNM 70177		
					NMNM 70850		
* SENM-S-18 APPLIES TO: SEC. 12: NWNE,NENW							
** SENM-S-21 APPLIES TO: SECS. 1,2,3,10,11,12							
<b>200207086</b>	<b>18S</b>	<b>21E</b>	<b>04</b>	SESW,SWSE;	<b>1,323.880</b>	<b>P</b>	<b>N</b>
NM			<b>06</b>	1,2,3,4,5,6,7;			
EDDY			<b>06</b>	S2NE,SENW,E2SW,SE;	SENM-LN-1		
NMPM			<b>07</b>	1,2,3,4;	SENM-S-18*		
100.00%			<b>07</b>	E2,E2W2;	WO-ESA 7		
			<b>09</b>	NWNE,NENW;			
					NMNM 70850		
					NMNM 75637		
					NMNM 78174		
*SENM-S-18 APPLIES TO:							
SEC. 4: S2SESW, S2SWSE							
SEC. 6: LOTS 1,2,3,5							
SEC. 7: LOTS 3,4,S2S2NE,NESW,N2N2SE							
SEC. 9: N2NWNE,N2NENW							
<b>200207087</b>	<b>18S</b>	<b>21E</b>	<b>08</b>	ALL;	<b>1,280.000</b>	<b>P</b>	<b>N</b>
NM			<b>17</b>	ALL;			
EDDY					SENM-LN-1		
NMPM					SENM-S-18*		
100.00%					WO-ESA 7		
					NMNM 31630		
					NMNM 45120		
					NMNM 70849		
*SENM-S-18 APPLIES TO:							
SEC. 8: E2NE,SWNE,S2SWNW,SENW							

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
200207088 NM EDDY NMPM 100.00%	18S	21E	18 18 19 19	1,2,3,4; E2,E2W2; 1,2,3,4; E2,E2W2;	1,277.200  SENM-LN-1 WO-ESA 7  NMNM 78174 NMNM 81867	P	N
200207089 NM EDDY NMPM 100.00%	18S	21E	20	ALL;	640.000  SENM-LN-1 WO-ESA 7  NMNM 31630	P	N
200207090 NM EDDY NMPM 100.00%	18S	21E	21 22	E2,E2W2; N2,N2S2;	960.000  SENM-LN-1 SENM-S-25 WO-ESA 7 NMNM 70177 NMNM 70849 NMNM 78174	P	N
200207091 NM EDDY NMPM 100.00%	18S	21E	27 28	ALL; N2,N2SW,NWSE;	1,080.000  SENM-LN-1 SENM-S-18* WO-ESA 7 NMNM 70178 NMNM 75637	P	N

\*SENM-S-18 APPLIES TO:  
SEC. 27: N2N2,SESESW,NESE,SEWSE,SWSE  
SEC. 28: N2N2,SENE,S2N2SW,N2SESW,NWSE

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
200207092 NM EDDY NMPM 100.00%	18S	21E	29 30 30	N2,N2SE; 3,4; NE,E2SW,W2SE;	799.300  SENM-LN-1 SENM-S-18* SENM-S-25 WO-ESA 7 NMNM 81867	P	N
*SENM-S-18 APPLIES TO: SEC. 29: N2N2,S2NE SEC. 30: N2NE							
200207093 NM EDDY NMPM 100.00%	18S	21E	31 31 33	1,2,3,4; W2NE,E2W2,SE; ALL;	1,199.000  SENM-LN-1 SENM-S-18* SENM-S-25 WO-ESA 7 NMNM 75637 NMNM 81867	P	N
*SENM-S-18 APPLIES TO: SEC. 31: LOT 4, N2SESW,S2NESE,N2SWSE SEC. 33: SENE,S2							
200207094 NM EDDY NMPM 100.00%	19S	21E	04 04	1,2,3,4; S2N2,S2;	642.000  SENM-LN-1 SENM-S-18* SENM-S-25 WO-ESA 7 NMNM 76904	P	N
*SENM-S-18 APPLIES TO: SEC. 4: LOTS 1,2,3,4,S2NW,NWNWSW							

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
200207095 NM EDDY NMPM 100.00%	20S	21E	07 07 08 17	1,2,3,4; E2,E2W2; W2; ALL;	1,608.880  SENM-LN-1 SENM-S-18* SENM-S-21* SENM-S-25 WO-ESA 7 NMNM 62144 NMNM 69139 NMNM 86876 NMNM 86877	P	N
<p>*SENM-S-18 APPLIES TO: SEC. 7: LOTS 1,2,3,4,SWSENW,NWNESW SEC. 8: SESW SEC. 17: NWNW,S2SESW *SENM-S-21 APPLIES TO SEC. 17</p>							
200207096 NM EDDY NMPM 100.00%	20S	21E	18 18 19 19 22	1,2,3,4; NWNE,S2NE,E2W2,SE; 1,2,3,4; E2,E2W2; SESW;	1,290.640  SENM-S-18* SENM-S-21 SENM-S-25 WO-ESA 7	P	N
<p>*SENM-S-18 APPLIES TO: SEC. 18: LOT 3, S2NE,S2SENW,NWNESW SEC. 19: LOT 2, NENE,SWNE,SEW</p> <p>PRIOR LEASE NOS: NMNM 29594 NMNM 76910 NMNM 76911 NMNM 76912 NMNM 86876</p>							
200207097 NM CHAVES NMPM 100.00%	14S	22E	31 31	1,2,3,4; E2,E2W2;	644.280  SENM-LN-1 SENM-S-17 SENM-S-25 NMNM 83169	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
200207098 NM CHAVES NMPM 100.00%	15S	22E	15	ALL;	640.000  SENM-LN-1 SENM-S-17 SENM-S-25 NMNM 81661	P	N
200207099 NM EDDY NMPM 100.00%	16S	23E	01 12	SW; NE,SW;	480.000  WO-ESA 7  NMNM 39112 NMNM 83177	P	N
200207100 NM EDDY NMPM 100.00%	16S	23E	03 04 04 05 05 06 06	1,2,3,4,5,6,7,8,11,12; 1,2,3,4,5,6,7,8,9,10,11; 12,13,14,15; 1,2,6,7,8,9,10,11,12,13; 14,15,16; 1,2,3,4,5,6,7,8,10,11,12; 15,16;	1,655.900  SENM-S-18* WO-ESA 7  NMNM 70864 NMNM 78188	P	N
*SENM-S-18 APPLIES TO: SEC. 5: LOTS 6,7,9,10,13,14 SEC. 6: LOTS 10,11,12							
200207101 NM EDDY NMPM 100.00%	16S	23E	07 07 08	1,2,3,4; E2,E2W2; ALL;	1,267.780  SENM-S-18* WO-ESA 7  NMNM 70863 NMNM 78188 NMNM 83721	P	N
*SENM-S-18 APPLIES TO: SEC. 7: LOT 1,NWNENW							

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
200207102 NM EDDY NMPM 100.00%	16S	23E	17 18 18	ALL; 1,2,3,4; E2,E2W2;	1,265.560  WO-ESA 7  NMNM 51042 NMNM 70863	P	N
200207103 NM EDDY NMPM 100.00%	16S	23E	19 19 20 21	1,2,3,4; E2,E2W2; ALL; ALL;	1,903.000  SENM-S-18* WO-ESA 7  NMNM 53944 NMNM 61325 NMNM 70863	P	N
*SENM-S-18 APPLIES TO: SEC. 19: LOT 3,S2N2SW,N2SWSE,SESE SEC. 20: S2SWSW SEC. 21: S2S2SE							
200207104 NM EDDY NMPM 100.00%	16S	23E	24 25 26 35	NW; ALL; N2NE,W2W2,SESE; ALL;	1,720.000  SENM-S-18* WO-ESA 7  NMNM 43513 NMNM 53944 NMNM 61325 NMNM 83721	P	N
*SENM-S-18 APPLIES TO: SEC. 25: NWNWNW SEC. 26: N2N2NE SEC. 35: NENW							
200207105 NM EDDY NMPM 100.00%	16S	23E	27 28	ALL; E2;	960.000  SENM-S-18* WO-ESA 7  NMNM 53944 NMNM 83721	P	N
*SENM-S-18 APPLIES TO: SEC. 28: N2NWNE							

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
200207106	16S	23E	29	ALL;	1,765.410	P	N
NM			30	1,2,3,4;			
EDDY			30	E2,E2W2;	SENM-S-18*		
NMPM			31	1,2,3;	WO-ESA 7		
100.00%			31	NE,E2NW,NESW,N2SE,SESE;			
					NMNM 36150		
					NMNM 53944		
					NMNM 61325		
					NMNM 82834		

\*SENM-S-18 APPLIES TO:  
SEC. 29: N2N2NE,N2NENW

200207107	16S	23E	31	4;	114.470	A	N
NM			31	SESW,SWSE;			
EDDY					WO-ESA 7		
NMPM							
50.00%							
					NMNM 51093		

200207108	16S	23E	33	E2,SWNW,W2SW;	1,080.000	P	N
NM			34	ALL;			
EDDY					WO-ESA 7		
NMPM							
100.00%							
					NMNM 51059		
					NMNM 53944		
					NMNM 61325		
					NMNM 82834		

200207109	17S	23E	01	SW;	882.340	P	N
NM			02	1,2;			
EDDY			02	S2NE;	WO-ESA 7		
NMPM			03	1,2,3,4;			
100.00%			03	S2N2,SW,N2SE;			
					NMNM 42128		
					NMNM 43513		
					NMNM 53944		
					NMNM 55883		
					NMNM 69565		

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
200207110	17S	23E	04	1,2,3,4;	1,158.400	P	N
NM			04	S2N2,S2;			
EDDY			05	1,2,3,4;	SENM-S-18*		
NMPM			05	S2N2,N2S2;	WO-ESA 7		
100.00%			06	SENE;			
					NMNM 53944		
					NMNM 54832		
					NMNM 55883		
					NMNM 70865		
*SENM-S-18 APPLIES TO: SEC. 4: S2S2SW SEC. 5: N2SW							
200207111	17S	23E	06	1,2,3,4,5;	1,333.440	A	N
NM			07	2,3,4;			
EDDY			07	E2,E2W2;	SENM-S-18*		
NMPM			08	E2,NW,S2SW;	WO-ESA 7		
0.00%							
					NMNM 51093		
					NMNM 54922		
					NMNM 56420		
					NMNM 57327		
*SENM-S-18 APPLIES TO: SEC. 6: LOT 4							
MINERAL INTEREST BREAKDOWN: 50% MINERAL INTEREST ON SEC. 6: LOTS 1-5, 100% MINERAL INTEREST ON REMAINING LANDS.							
200207112	17S	23E	10	NE;	640.000	P	N
NM			13	SE;			
EDDY			14	W2;	SENM-S-18*		
NMPM					WO-ESA 7		
100.00%							
					NMNM 42128		
					NMNM 57219		
					NMNM 58919		
*SENM-S-18 APPLIES TO: SEC. 14: N2SWNW,SWSWENW,NESW,NESESW							

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
<b>200207113</b> NM EDDY NMPM 0.00%	<b>17S</b>	<b>23E</b>	<b>17</b> <b>18</b> <b>18</b>	ALL; 1,2,3,4; N2NE,SENE,E2W2,E2SE;	<b>1,139.760</b>  SENM-LN-1 WO-ESA 7  NMNM 56420 NMNM 57327 NMNM 64979 NMNM 70235	<b>A</b>	<b>N</b>
<b>MINERAL INTEREST BREAKDOWN:</b> 50% MINERAL INTEREST ON SEC. 18: SENE,E2SE, 100% MINERAL INTEREST ON THE REMAINING LANDS.							
<b>200207114</b> NM EDDY NMPM 0.00%	<b>17S</b>	<b>23E</b>	<b>19</b> <b>19</b> <b>19</b> <b>20</b>	1; N2NE,SENE,NENW,SESE; N2NESE,SENESE,E2SWNESE; NWNE,W2,SE;	<b>790.090</b>  SENM-LN-1 SENM-S-21* WO-ESA 7 NMNM 57327 NMNM 64979 NMNM 78289	<b>A</b>	<b>N</b>
<b>*SENM-S-21 APPLIES TO:</b> SEC. 19: S2  <b>MINERAL INTEREST BREAKDOWN:</b> 50% MINERAL INTEREST ON SEC. 19: NENE, 100% MINERAL INTEREST ON THE REMAINING LANDS.							
<b>200207115</b> NM EDDY NMPM 100.00%	<b>17S</b>	<b>23E</b>	<b>21</b> <b>22</b> <b>28</b>	N2NE,NENW,SWNW,W2SW; N2N2; S2S2;	<b>560.000</b>  SENM-LN-1 WO-ESA 7  NMNM 57559 NMNM 78289	<b>A</b>	<b>N</b>

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
200207116	17S	23E	21	SE;	720.000	P	N
NM			22	S2SE;			
EDDY			23	N2SW,NESE;	SENM-S-18*		
NMPM			24	S2NE,NESW,S2SW,SE;	WO-ESA 7		
100.00%							
					NMNM 55883		
					NMNM 57219		
					NMNM 66261		
					NMNM 69565		
					NMNM 78189		
*SENM-S-18 APPLIES TO: SEC. 24: S2S2NE,N2N2SE							
200207117	17S	23E	29	W2NENE,N2NWNE,E2SWNE;	960.000	A	N
NM			29	SENE,NENW,SE;			
EDDY			31	N2NE,SENE,NENW;	SENM-LN-1		
NMPM			31	PART OF W2W2 (100 AC);	SENM-S-18*		
100.00%			32	SWSW;	SENM-S-21		
			33	NWNE,NW,SE;	WO-ESA 7		
					NMNM 57559		
					NMNM 64980		
					NMNM 78289		
*SENM-S-18 APPLIES TO: SEC. 31: SWNW,E2NWSW							
200207118	18S	23E	05	1,2;	1,232.120	A	N
NM			05	S2NE,SE;			
EDDY			06	2,7;	SENM-LN-1		
NMPM			06	S2NE,SESW;	SENM-S-18*		
100.00%			07	3;	SENM-S-21		
			07	NE,E2NW,NESW;	WO-ESA 7		
			08	NW,N2SW;			
			09	NW;	NMNM 03302		
					NMNM 24498		
					NMNM 81756		
*SENM-S-18 APPLIES TO: SEC. 5: N2SE,NESWSE,SESE SEC. 6: LOTS 2,7,N2SENE,SESW SEC. 7: E2NE,W2SENE,N2NENW SEC. 8: S2N2SW SEC. 9: N2N2NW							

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
200207119 NM EDDY NMPM 100.00%	18S	23E	17 18 18	NENE,NWNW,S2N2,NESW,NWSE; 3,4; NE,E2SW;	631.590  SENM-LN-1 SENM-S-21* WO-ESA 7 NMNM 26056 NMNM 78192	P	N
*SENM-S-21 APPLIES TO SEC. 17.							
200207120 NM EDDY NMPM 100.00%	19S	23E	09	NE;	160.000  SENM-LN-1 SENM-S-18* WO-ESA 7 NMNM 78193	P	N
*SENM-S-18 APPLIES TO: SEC. 9: N2NENE,N2S2NE,SESENE							
200207121 NM EDDY NMPM 100.00%	20S	23E	03 03	3,4; S2NW,SW;	320.680  SENM-LN-1 SENM-S-21 WO-ESA 7 NMNM 87311	P	N
200207122 NM EDDY NMPM 100.00%	20S	23E	11	SENE,SE;	200.000  SENM-LN-1 SENM-S-21 WO-ESA 7 NMNM 84840	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
200207123 NM EDDY NMPM 100.00%	20S	23E	11	W2;	320.000  SENM-LN-1 SENM-S-18* SENM-S-21 WO-ESA 7 NMNM 84840 NMNM 87313	P	N
*STIPULATION SENM-S-18 APPLIES TO: SEC.11: E2E2NW,W2SENW,NWNESW,SENWSW,E2SWSW							
200207124 NM EDDY NMPM 100.00%	20S	23E	12	E2W2,SWNW,W2SW;	280.000  SENM-LN-1 SENM-S-21 WO-ESA 7 NMNM 39631 NMNM 67490	P	N
200207125 NM EDDY NMPM 100.00%	20S	23E	12	E2;	320.000  SENM-LN-1 SENM-S-21 WO-ESA 7 NMNM 67490	P	N
200207126 NM EDDY NMPM 100.00%	20S	23E	13	NW;	160.000  SENM-LN-1 SENM-S-21 WO-ESA 7 NMNM 67490	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
200207127 NM EDDY NMPM 100.00%	20S	23E	14	ALL;	640.000  SENM-LN-1 SENM-S-18: (W2NW) SENM-S-21 WO-ESA 7 NMNM 84840	P	N
200207128 NM EDDY NMPM 100.00%	20S	23E	15	W2;	320.000  SENM-LN-1 SENM-S-18: (N2NESW, S2NWSW) SENM-S-21 WO-ESA 7 NMNM 42783 NMNM 87313	P	N
200207129 NM EDDY NMPM 100.00%	16S	24E	04 04 09 10	4,12; SWSW; NWNW,S2N2,S2; SWNW,W2SW,SESE;	773.620  SENM-S-18* WO-ESA 7  NMNM 51065	P	N
*SENM-S-18 APPLIES TO: SEC. 9: S2NE SEC. 10: SWNW							
200207130 NM EDDY NMPM 100.00%	16S	24E	05 05 05	1,2,3,4,5,6,7,8,9,10; 11,12,13,14,15,16; S2;	853.960  SENM-S-18* WO-ESA 7  NMNM 83180	P	N
*SENM-S-18 APPLIES TO SEC. 5: LOTS 1,2,3,4							

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
200207131 NM EDDY NMPM 100.00%	16S	24E	06 06 06	1,2,3,4,5,6,7,8,9,10,11; 12,13,14,15,16,17,18; E2SW,W2SE,NESE;	797.550  WO-ESA 7  NMNM 54837 NMNM 83180	P	N
200207132 NM EDDY NMPM 100.00%	16S	24E	07 07 08	1,2,3,4; E2,E2W2; ALL;	1,271.280  WO-ESA 7  NMNM 76930	P	N
200207133 NM EDDY NMPM 100.00%	16S	24E	14 15	NW; N2,SW;	640.000  SENM-S-18* WO-ESA 7  NMNM 57511 NMNM 77964 NMNM 81892	P	N
*SENM-S-18 APPLIES TO: SEC. 14: E2NWNW, N2SWNW SEC. 15: SENE,S2SW							
200207134 NM EDDY NMPM 100.00%	16S	24E	22 23	NE,S2; ALL;	1,120.000  WO-ESA 7  NMNM 28863 NMNM 77964	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
200207135 NM EDDY NMPM 100.00%	16S	24E	26 27	ALL; ALL;	1,280.000  SENM-S-18* WO-ESA 7  NMNM 53949 NMNM 89205	P	N
*SENM-S-18 APPLIES TO: SEC. 26: N2NE,W2SWNE,NESW,NWSESW,E2SWSW							
200207136 NM EDDY NMPM 100.00%	16S	24E	31 31 32 33	1,2,3,4; E2,E2W2; E2,NW,W2SW; N2;	1,520.720  SENM-S-18* WO-ESA 7  NMNM 62889 NMNM 68772 NMNM 77964 NMNM 85843	P	N
*SENM-S-18 APPLIES TO: SEC. 31: SENE,E2SENW,NWSE SEC. 32: W2NENW,NENWNW,N2S2NW							
200207137 NM EDDY NMPM 100.00%	16S	24E	34 35	ALL; ALL;	1,280.000  SENM-S-18* WO-ESA 7  NMNM 44512 NMNM 68773 NMNM 89205	P	N
*SENM-S-18 APPLIES TO: SEC. 34: E2SENE,W2NESE,SENWSE,N2SWSE,SESESW SEC. 35: W2NWNW							
200207138 NM EDDY NMPM 100.00%	17S	24E	01 01 11	1,2; NENE,S2NE,SENW,E2SW,SE; E2;	799.860  SENM-S-18* WO-ESA 7  NMNM 55896 NMNM 89206	P	N
*SENM-S-18 APPLIES TO: SEC. 1, LOT 2							

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
200207139 NM EDDY NMPM 100.00%	17S	24E	03 03 10	1,2,3,4; S2N2,S2; NW;	801.040  WO-ESA 7  NMNM 42132 NMNM 55894	P	N
200207140 NM EDDY NMPM 100.00%	17S	24E	05 05	1,2,3,4; S2N2,S2;	640.000  WO-ESA 7  NMNM 04298	P	N
200207141 NM EDDY NMPM 100.00%	17S	24E	08 09	E2,NW; ALL;	1,120.000  WO-ESA 7  NMNM 04298 NMNM 33267 NMNM 42132	P	N
200207142 NM EDDY NMPM 100.00%	17S	24E	13 14 15 22 23	S2; SE; E2; N2; NWNE,NWNW,S2NW,N2SW;	1,360.000  SENM-S-25 WO-ESA 7  NMNM 51066A NMNM 51066B NMNM 53950 NMNM 55894	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
200207143 NM EDDY NMPM 100.00%	17S	24E	19 20 21	E2,NESW; S2; NWNW,S2NW,W2SW;	880.000  SENM-S-18* SENM-S-25 WO-ESA 7 NMNM 53950 NMNM 55894 NMNM 76931	P	N
*SENM-S-18 APPLIES TO: SEC. 19: N2SE,NWSWSE SEC. 20: N2SW,SWNWSE,S2SE SEC. 21: S2SWSW							
200207144 NM EDDY NMPM 100.00%	17S	24E	20	N2;	320.000  SENM-S-25 WO-ESA 7  NMNM 57328	A	N
200207145 NM EDDY NMPM 100.00%	17S	24E	29 30 30	N2,N2SE; 1,2,3,4; NE,E2W2;	878.720  SENM-S-18* SENM-S-25 WO-ESA 7 NMNM 76932	P	N
*SENM-S-18 APPLIES TO: SEC.29: W2SENE,SENWNE,N2NWSE SEC.30: LOT 4,S2SESW							
200207146 NM EDDY NMPM 100.00%	16S	25E	33 34	SE; SW;	320.000  SENM-S-25 WO-ESA 7  NMNM 69151	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
200207147 NM EDDY NMPM 100.00%	17S	25E	18 18	1,2; W2NE,E2W2,SE;	479.640  WO-ESA 7  NMNM 61330	P	N
200207148 NM EDDY NMPM 100.00%	20S	25E	35	ALL;	640.000  SENM-LN-1 SENM-S-17 SENM-S-21 SENM-S-25 NMNM 57231 NMNM 78223	P	N
200207149 NM CHAVES NMPM 100.00%	10S	26E	21	W2W2,SESW;	200.000  SENM-LN-1 SENM-S-5  NMNM 66913 NMNM 76965	P	N
200207150 NM CHAVES NMPM 100.00%	14S	28E	29	W2NW;	80.000  SENM-LN-1 SENM-S-22 SENM-S-25 NMNM 043540A NMNM 56728	P	N
200207151 NM LEA NMPM 100.00%	21S	32E	36	ALL;	640.000  SENM-S-1 SENM-S-22  NMNM 85935	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
200207152 NM LEA NMPM 100.00%	24S	32E	29	E2SE;	80.000  SENM-S-22  NMNM 88165	P	N
200207153 NM LEA NMPM 100.00%	25S	32E	05	1;	40.390  SENM-S-22  NMNM 86155	P	N
200207154 NM LEA NMPM 100.00%	25S	32E	26	W2,SE;	480.000  NMNM 19621	P	N
200207155 NM LEA NMPM 100.00%	25S	32E	29	S2;	320.000  SENM-S-22  NMNM 56553 NMNM 67498 NMNM 68656	P	N
200207156 NM LEA NMPM 100.00%	25S	32E	34	E2,E2W2,NWNW;	520.000  SENM-S-22: (NWNW)  NMNM 63759 NMNM 83083	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
200207157 NM LEA NMPM 100.00%	25S	32E	35	ALL;	640.000  NMNM 63759	P	N
200207158 NM LEA NMPM 100.00%	13S	33E	03 04	W2SW; E2SW,SE;	320.000  SENM-S-22  NMNM 77070	P	N
200207159 NM LEA NMPM 100.00%	13S	33E	15 20	S2; NW;	480.000  SENM-S-22  NMNM 67898 NMNM 77071	P	N
200207160 NM LEA NMPM 100.00%	20S	33E	21 22	N2NW; N2NE,NW,SE;	480.000  SENM-S-1 SENM-S-19 SENM-S-22 NMNM 40405 NMNM 63764 NMNM 67499	P	N
200207161 NM LEA NMPM 100.00%	20S	34E	29	NESE,S2SE;	120.000  SENM-S-1 SENM-S-22  NMNM 77087	P	N

**DESCRIPTION FOR MINERAL LEASING OF  
TRACT J-142a and J-142b  
SAM HOUSTON NATIONAL FOREST  
MONTGOMERY COUNTY, TEXAS  
24.72 AND 3.70 ACRES, RESPECTIVELY**

All that certain tracts or parcels of land being 28.42 acres in all, lying and being in Montgomery County, Texas on the waters of Caney Creek and embracing in part the Heirs of John H. Cummins patented Survey, A-133, dated July 14, 1862. Tracts J-142a and J-142b were acquired from A. W. Napper by deed dated 6/22/1940 and recorded in Volume 214, Page 314, Deed Records, Montgomery County, Texas where Tract J-142a contains 24.72 acres and Tract J-142b contains 3.70 acres, more or less, with both tracts being described as follows.

**Tract J-142a:** Beginning at corner 1, identical with corner 1 of USA Tract J-264 on the west line of said John H. Cummins Survey, common to line of corners 4-5 of Exception No. 3 of USA Tract J-1-III. From this corner, a Forest Service standard concrete post marked J-70, set at the northwest corner of the J. M. Hall, Jr. Survey, bears N 00° 30' W, 14.93 chains distant;

Thence East, within the said John H. Cummins Survey, 39.20 chains to corner 2 of Tract J-142a, identical with corner 4 of Tract J-264, on the east boundary line of the said Cummins Survey, common to line of corners 6-7 of said Exception No. 3 of USA Tract J-1-III;

Thence South with said line of corners 6-7 of Exception No. 3 of USA Tract J-1-III and the east line of the said Cummins Survey, 6.31 chains to corner 3 of Tract J-142a;

Thence West, within the said Cummins Survey, 39.20 chains to corner 4 of Tract J-142a on the west line of said Cummins Survey;

Thence N 00° 30' W, with said line of corners 4-5 of Exception No. 3 of Tract J1-III, 6.31 chains to the place of beginning, containing 24.72 acres, more or less.

**Tract J-142b:** Beginning at corner 1 of Tract J-142b, on the east boundary line of said John H. Cummins Survey, common to line of Corners 6-7 of Exception No. 3 to USA Tract J-1-III, an iron pipe at fence corner witnessed by old marked bearing trees. From this corner, corner 6 of said Exception No. 3 of USA Tract J-1-III bears North, 36.63 chains distant;

Thence South, with said line 6-7 of Exception No. 3, common to said USA Tract J1-III, 11.78 chains to corner 2 of Tract J-142b;

Thence West, within said Cummins Survey, 3.15 chains to corner 3 of Tract J-142b;  
Thence North, within said Cummins Survey, 11.78 chains to corner 4 of Tract J-142b, an iron pipe in edge of road on the south line of Birdie Mae Powell Tract;

Thence East, with south line of said Powell Tract, 3.15 chains to the place of beginning, containing 3.70 acres, more or less.



**BRIEF DESCRIPTION FOR MINERAL LEASING OF  
TRACT J-34  
SAM HOUSTON NATIONAL FOREST  
SAN JACINTO COUNTY, TEXAS  
4.65 ACRES**

All that certain tract or parcel of land lying and being in San Jacinto County, Texas and being a part of the Vital Flores Survey, A-14, dated December 14, 1833. Tract J-34 was acquired from Camac, Inc. by deed dated 2/22/1978 and recorded in Volume 202, Page 122 et seq., Deed Records, San Jacinto County, Texas and contains a total of 4.65 acres, more or less, described as follows:

Beginning at Corner 1, on the northeast line of the Vital Flores Survey, common to the southwest line of the James Rankin, Jr. Survey, A-40, dated October 30, 1835, same being corner 37 of USA Tract J-837;

Thence S 52° 27' E, with the northeast line of said Flores Survey and the southwest line of the said Rankin Survey, 89.27 feet to corner 2 of Tract J-34, a Forest Service concrete monument with a brass cap stamped J-223, same being corner 4 of USA Tract J-3e;

Thence S 38° 41' 28" W, within said Flores Survey, 1856.62 feet to corner 3 of Tract J-34, an 1/2" iron pipe on line between corners 3 and 4 of said Tract J-3e;

Thence N 35° 36' 45" W, 135.86 feet to corner 4 of Tract J-34, same being corner 2 of USA Tract J-13;

Thence N 40° 00' E, 1818.56 feet to the place or point of beginning, containing 4.65 acres, more or less.

**DESCRIPTION FOR MINERAL LEASING OF  
TRACT J-35, J-35-I, J-35-II, J-35-III, J-35-IV  
SAM HOUSTON NATIONAL FOREST  
SAN JACINTO COUNTY, TEXAS  
97.35, 16.76, 4.00, 5.40 AND 16.00 ACRES, RESPECTIVELY**

All that certain tracts or parcels of land being 139.51 in all, lying and being in San Jacinto County, Texas, on the waters of the East Fork of San Jacinto River, embracing in part the William Busby patented Survey, A-6, dated October 22, 1835. Tracts J-35, J-35-I, J-35-II, J-35-III and J-35-IV were acquired from Clara L. Hansbro by deed dated 7/5/1938 and recorded in Volume 36, Page 71, Deed Records, San Jacinto County, Texas. Tract J-35 contains 120.00 acres, LESS AND EXCEPT 22.65 acres exchanged to Dan M. Moody, Jr. by Exchange Deed dated 2/1/1983 with mineral interest as a part of Exchange Tract J-17, leaving a total of 97.35 acres, more or less, for Tract J-35. Tract J-35-I contains 17.00 acres LESS AND EXCEPT 0.24 acres exchanged to Dan M. Moody, Jr. by Exchange Deed dated 2/1/1983 with mineral interest as the remainder of Exchange Tract J-17, leaving a total of 16.76 acres, more or less, for Tract J-35-I. Tract J-35-II contains a total of 4.00 acres, more or less. Tract J-35-III contains a total of 5.40 acres, more or less. Tract J-35-IV contains a total of 16.00 acres, more or less. All tracts are SUBJECT TO an outstanding 1/16<sup>th</sup> royalty interest reserved as described in a royalty deed from Clara L. Hansbro to Daniel Oil & Royalty Company dated 7/20/1933 and recorded in Volume 27, Page 590, San Jacinto County Records. All tracts are described as follows:

**Tract J-35:** Beginning at corner 1 of Tract J-35, identical with the third corner of the Vital Flores Survey, dated December 14, 1833, as now located, a F. S. standard concrete post marked J-298, witnessed by scribed bearing trees;

Thence N 49° 00' W, common to the William Busby and Vital Flores Surveys, 20.30 chains to corner 2 of Tract J-35;

Thence North, within the William Busby Survey, 15.40 chains to corner 3 of Tract J-35, on the southerly line of the James Rankin, Jr. Survey, dated October 30, 1835, a stake witnessed by scribed bearing trees;

Thence S 88° 30' E, with USA Tract J-8, common to the William Busby and James Rankin, Jr. Surveys, 8.70 chains to corner 4 of Tract J-35, common to corner 4 of Tract J-8 and corner 4 of USA Tract J-35-IV;

Thence four lines within the William Busby Survey:

S 00° 45' W, with USA Tract J-35-IV, 3.30 chains to corner 5, common to corner 3 of USA Tract J-35-IV;

S 89° 15' E, with USA Tracts J-35-IV, J-35-III and J-35-II. At 53.70 chains to corner 2 of Tract J-35-IV and corner 3 of Tract J-35-III. At 73.60 chains corner 2 of Tract J-35-III and corner 3 of Tract J-35-II, a point in the center of the East Fork of San Jacinto River. At 93.20 chains corner 6 of Tract J-35, common to corner 2 of Tract J-35-II;

S 00° 45' W, with Lap Tract J-35-I, 6.22 chains to corner 6a of Tract J-35;

N 88° 21' 35" W, common to the northern boundary of the Dan M. Moody, Jr. Exchange Tract J-17, at 21.92 chains the East Fork of the San Jacinto River, at 27.16 chains corner 11 of Tract J-35, an iron pipe with aluminum cap;

Thence N 89° 45' W, 40.80 chains to corner 12 of Tract J-35;

Thence S 44° 00' W, 26.40 chains to the place of beginning, containing 97.35 acres, more or less.

**Tract J-35-I:** Beginning at corner 1 of Tract J-35-I, common to corner 1 of Tract J-35-II, identical with the beginning corner of the William Busby Survey and the fifth corner of the James Rankin, Jr. Survey, a F.S. standard concrete post marked J-373, witnessed by scribed bearing trees;

Thence S 89° 00' E, common to the William Busby Survey, 20.60 chains to corner 2 of Tract J-35-I, the second corner of the William Busby Survey on the westerly line of the B.B.B. & C.R.R. Co. Survey;

Thence S 00° 45' W, common to the William Busby and B.B.B. & C.R.R. Co. Surveys, 8.30 chains to corner 3 of Tract J-35-I, common to corner 8 of Tract J-35;

Thence N 88° 21' 35" W, common to the northern boundary of Dan M. Moody Exchange Tract J-17, 20.60 chains to corner 3a of Tract J-35-I;

Thence N 00° 45' E, with Tract J-35 and J-35-II, at 6.22 chains corner 6 of Tract J-35, common to corner 2 of Tract J-35-II, 8.37 chains to the place of beginning, containing 16.76 acres, more or less.

**Tract J-35-II:** Beginning at corner 1 of Tract J-35-II, common to corner 1 of Tract J-35-I, identical with the beginning corner of the William Busby Survey and the fifth corner of the James Rankin, Jr. Survey, a F.S. standard concrete post marked J-373, witnessed by scribed bearing trees;

Thence three lines within the William Busby Survey:

S 00° 45' W, with Tract J-35-I, 2.15 chains to corner 2 of Tract J-35-II, common to corner 6 of USA Tract J-35;

N 89° 15' W, with Tract J-35, 19.60 chains to corner 3 of Tract J-35-II, common to corner 2 of Tract J-35-III, a point in center of the East Fork of San Jacinto River;

In a general northeasterly direction, up and with the meanders of the East Fork of San Jacinto River, with Tract J-35-III, 4.50 chains to corner 4 of Tract J-35-II, common to corner 1 of Tract J-35-III, on the southerly line of the James Rankin, Jr. Survey, a point in center of the East Fork of San Jacinto River;

Thence S 88° 30' E, common to the William Busby and James Rankin, Jr. Surveys, 15.90 chains to the place of beginning, containing 4.0 acres, more or less.

**Tract J-35-III:** Beginning at corner 1, common to corner 4 of Tract J-35-II, on the northerly line of the William Busby Survey and the southerly line of the James Rankin, Jr. Survey, a point in center of the East Fork of San Jacinto River. From this corner, corner 1 of Tract J-35-II and corner 1 of Tract J-35-I, the beginning corner of the William Busby Survey and the fifth corner of the James Rankin, Jr. Survey, bears S 88° 30' E, 15.90 chains distant;

Thence three lines within the William Busby Survey:

In a general southwesterly direction, down and with the meanders of the East Fork of San Jacinto River, with Tract J-35-II, 4.50 chains to corner 2 of Tract J-35-III, common to corner 3 of Tract J-35-II, a point in center of the East Fork of San Jacinto River;

N 89° 15' W, with Tract J-35, 19.90 chains to corner 3 of Tract J-35-III, common to corner 2 of Tract J-35-IV;

N 00° 45' E, with Tract J-35-IV, 2.60 chains to corner 4 of Tract J-35-III, common to corner 1 of Tract J-35-IV, on the southerly line of the James Rankin, Jr. Survey;

Thence S 88° 30' E, common to the William Busby and James Rankin, Jr. Surveys, 23.60 chains to the place of beginning, containing 5.40 acres, more or less.

**Tract J-35-IV:** Beginning at corner 1 of Tract J-35-IV, common to corner 4 of Tract J-35-III, on the northerly line of the William Busby Survey and the southerly line of the James Rankin, Jr. Survey, a point. From this corner, corner 1 of Tract J-35-II and corner 1 of Tract J-35-I, the beginning corner of the William Busby Survey and the fifth corner of the James Rankin, Jr. Survey, bears S 88° 30' E, 39.50 chains distant;

Thence three lines within the William Busby Survey:

S 00° 45' W, with Tract J-35-III, 2.60 chains to corner 2 of Tract J-35-IV, common to corner 3 of Tract J-35-III;

N 89° 15' W, with Tract J-35, 53.70 chains to corner 3 of Tract J-35-IV, common to corner 5 of Tract J-35;

N 00° 45' E, continuing with Tract J-35, 3.30 chains to corner 4 of Tract J-35-IV, common to corner 4 of Tract J-35 and corner 4 of USA Tract J-8, on the southerly line of the James Rankin, Jr. Survey;

Thence S 88° 30' E, common to the William Busby and James Rankin, Jr. Surveys, 53.70 chains to the place of beginning, containing 16.00 acres, more or less.

**DESCRIPTION FOR MINERAL LEASING  
OF TRACT 373  
81.43 ACRES  
LBJ NATIONAL GRASSLANDS  
WISE COUNTY, TEXAS**

All that certain tract or parcel of land lying and being in Wise County, Texas, and being a part of the Hub Earp, aka Hugh Earp, Survey and a part of the W. W. Walker Survey, A-1342. Tract 373 was acquired from Jim A. Justice and wife, Martha Justice, by deed dated March 6, 1940 and recorded in Volume 140, Page 564, Deed Records, Wise County, Texas, containing 81.43 acres, more or less, described as follows for mineral leasing purposes:

Beginning at a stake, the recognized southeast corner of the James Ball Survey, same being an inside corner of the said Earp Survey, 22,816.46 feet N 20° 47' W from the Cowen U.S.C. & G. Triangulation Station;

Thence S 00° 38' E, 268.83 feet to a stake; S 65° 32' E, 682.82 feet to a stake; S 80° 21' E, 459.98 feet to a stake at the recognized north corner of the J. West Survey, same being an inside corner of the said Walker Survey;

Thence with the recognized boundary of said Walker and West Surveys, S 45° 25' E, 849.77 feet to a stake;

Thence N 42° 47' E, 453.58 feet to a stake in the recognized northeast boundary of said Walker Survey, same being the southwest boundary of the F. N. Raymond Survey;

Thence with the recognized boundary of said Walker and Raymond Surveys N 42° 16' W, 1524.20 feet to a stake at the recognized west corner of said Raymond Survey in the southeast boundary of the said Earp Survey;

Thence with the recognized boundary of said Earp and Raymond Surveys, N 44° 53' E, 1323.74 feet to a stake at the east corner of said Earp Survey, same being the south corner of the M. Maier Survey;

Thence with the boundary of said Maier and Earp Surveys, N 35° 15' W, 591.18 feet to a stake at the east corner of the G. W. Ball Survey, same being a northeast corner of said Earp Survey;

Thence with the boundary of said Ball and Earp Surveys, S 89° 22' W, 1653.30 feet to a stake at the recognized southwest corner of said Ball Survey, same being the recognized most northerly northwest corner of said Earp Survey in the east boundary of the J. Ball Survey;

Thence with the recognized boundary of said J. Ball Survey and Earp Survey, S 03° 16' E, 1643.22 feet to the beginning, containing 81.43 acres, more or less.

**DESCRIPTION FOR MINERAL LEASING  
OF TRACT 390-13 PARCEL #3  
39.93 ACRES  
LBJ NATIONAL GRASSLANDS  
WISE COUNTY, TEXAS**

All that certain tract or parcel of land lying and being in Wise County, Texas, and being all of the B. D. Adams Survey. Tract 390 was acquired from W. H. Portwood, et al., by Judgment on Declaration of Taking dated August 7, 1944, Cause No. 539 Civil, in the District Court of the United States for the Northern District of Texas and being acquired as the thirteenth tract, more fully described as follows for mineral leasing purposes. Tract 390-13 Parcel #3 contains 79.93 acres, more or less, LESS AND EXCEPT 40.00 acres currently leased under USA lease NM-78035, leaving a net area of 39.93 acres, more or less available for Tract 390-13 Parcel #3.

Beginning at the southwest corner of the Joab Richardson Survey, A-715;

Thence South, 625 varas to the north boundary line of the Wm. McClanahan Survey, A-553, 413 varas east of its northwest corner;

Thence East, 487 varas to the northeast corner of the McClanahan Survey at 722.2 varas a point for corner;

Thence North, 625 varas to the south boundary line of said Richardson Survey;

Thence West, 722.2 varas to the point of beginning, containing 79.93 acres, more or less, SAVE AND EXCEPT the 40.0 acre parcel previously leased under NM-78035 and more fully described as follows:

Beginning at the southeast corner of the tract being described herein, at a 2 inch steel monument identified as corner 20 of USA Tract No. 390, said corner also being the recognized southeast corner of the B. D. Adams Survey;

Thence N 89° 14' 00" W, along a fence and with the south line of said Tract 390, same being the south line of the said Adams Survey, 1320.00 feet to a point for corner;

Thence N 01° 00' 20" W, 1320.00 feet to a point for corner;

Thence S 89° 14' 00" E, 1320.0 feet to a point in the east line of said Tract 390, same being the east line of said Adams Survey;

Thence S 01° 00' 20" E, with said east line, 1320.00 feet to the point of beginning, containing 40.00 acres, more or less.

**Net area of 39.93 acres available for leasing as Tract 390-13 Parcel #3.**

**DESCRIPTION FOR MINERAL LEASING  
OF TRACT 609 PARCEL #1  
36.46 ACRES  
LBJ NATIONAL GRASSLANDS  
WISE COUNTY, TEXAS**

All that certain tract or parcel of land lying and being in Wise County, Texas, and being a part of the Rufus Sparks Survey, Patent No. 44. Tract 609 was acquired from Ada Taylor Bowman and husband O. J. Bowman, by deed dated May 20, 1941 and recorded in Volume 147, Page 485, Deed Records, Wise County, Texas, containing 153.42 acres, more or less, LESS AND EXCEPT 116.96 acres currently leased under USA lease NM-71630, described as follows for mineral leasing purposes, leaving a net area of 36.46 acres, more or less available for Tract 609 Parcel #1.

**Lease NM-71630 Exception of 116.96 acres:** Beginning at a stake at the recognized southeast corner of said Watson Survey in the west boundary of the E. L. Hodges Survey;

Thence with the west boundary of said Hodges Survey N 00° 31' E, 1843.91 feet to a stake;

Thence S 86° 54' 52.6" W, 2678.183 feet to a stake at the northeast corner of the C. C. Davenport land on the east line of the Dallas County School Land Survey, 14,082.72' N 28° 55' W, from the Cowen U.S.C. & G. Triangulation Station;

Thence with the east boundary of said Dallas County School Land Survey, S 00° 45' W, 1308.32 feet to a stake; S 00° 19' W, 55.46 feet to a stake; S 00° 21' E, 616.75 feet to a stake at the most western northwest corner of the Otis Buchanan land;

Thence with the boundary of said Buchanan land, N 89° 22' E, 1350.88 feet to a stake; N 02° 45' E, 235.11 feet to a stake; N 04° 49' E, 51.70 feet to a stake in the recognized south boundary of said Watson Survey, same being the recognized north boundary of said Gose Survey;

Thence with the recognized boundary of said Watson and Gose Surveys, S 89° 20' E, 1306.03 feet to the place of beginning, containing 116.96 acres, more or less.

**Net area of 36.46 acres available for leasing as Tract 609 Parcel #1.**

**DESCRIPTION FOR MINERAL LEASING  
OF TRACT 672  
101.84 ACRES  
LBJ NATIONAL GRASSLANDS  
WISE COUNTY, TEXAS**

All that certain tract or parcel of land lying and being in Wise County, Texas, and being all of Block No. 31, a part of Block No. 1 and a part of Block No. 30 of the Dallas County School Land Survey and a part of the Henry C. Hart Survey. Tract 672 was acquired from James W. Spencer and wife, Annie Spencer, by deed dated June 10, 1941 and recorded in Volume 148, Page 48, Deed Records, Wise County, Texas, containing 101.84 acres, more or less, described as follows for mineral leasing purposes, SUBJECT TO an undivided 50% outstanding interest reserved as described in that certain warranty deed from Sarah Spencer Bunch dated June 5, 1922, recorded in Volume 104, Page 45, Deed Records, Wise County, Texas.

Beginning at a stake at the most westerly southwest corner of said Hart Survey;  
Thence N 23° 47' E, 1546.41 feet to a stake on the north boundary of said Hart Survey,  
same being in the south boundary of the Geo Wright Survey;

Thence with the south boundary of said Wright Survey and the north boundary of said Hart and Dallas County School Land Surveys, N 89° 35' W, 2003.62 feet to a stake at the southwest corner of the A. Conley land, same being the southeast corner of the J. S. Gregg land;

Thence continuing with the south boundary of said Wright Survey, same being the north boundary of the said Dallas County School Land Survey and with the south boundary of said Gregg land, N 89° 33' W, 1905.78 feet to a stake at the northwest corner of said Block No. 31, same being the northeast corner of Block No. 32 of the said Dallas County School Land Survey;

Thence with the boundary of said Blocks Nos. 31 and 32, S 00° 10' W, 959.11 feet to a stake at the southwest corner of said Block No. 31, same being the southeast corner of said Block No. 32 and the northwest corner of said Block No. 1;

Thence with the boundary of said Blocks Nos. 1 and 31, N 89° 13' E, 1831.87 feet to a stake at the northeast corner of the S. B. Spencer land;

Thence with the east boundary of said Spencer land, S 00° 56' E, 655.38 feet to a stake in the north boundary of the C. B. Neal land;

Thence with the said boundary of the Neal land, N 89° 58' E, 1423.24 feet to a stake in the east boundary of said Dallas County School Land Survey, same being an inside corner of the boundary of said Neal land;

Thence with the boundary of said Neal land, same being the recognized east boundary of the said Dallas County School Land Survey, N 07° 02' E, 143.69 feet to the place of beginning, containing 101.84 acres, more or less.

**STIPULATIONS FOR OIL AND GAS LEASING**  
**CAMP SWIFT, BASTROP, TEXAS**

1. The Lessee understands that any Lessee activity on the leased land required prior approval of the Bureau of Land Management (BLM) and that BLM approval required the concurrence of the Installation Commander, or his authorized representative, on necessary requirements. The words "Installation Commander", "Facility Manager", "Site Manager" and "District Engineer", for the purpose of this lease and stipulations, are the Installation Commander, Camp Mabry, Austin, Texas, who's authorized representative is the Facility Manager, at Fort Wolters, Mineral Wells, Texas, for all training sites in Texas, and his authorized representative is the Site Manager at Camp Swift, Bastrop, Texas, and the District Engineer, Corps of Engineers, Fort Worth District. Compliance with these requirements will be at no cost to the United States. These requirements may include, but are not limited to, prohibitions or specifications on:

a. Access (e.g. time of year, gates, roads, construction, maintenance, pipelines, vegetation disposal);

b. Exploration activities;

c. Location of drilling, collection, and storage facilities (e.g. burial of wellhead and equipment in underground bunkers; burial depth of flow lines. It is not anticipated that wellhead or other equipment shall be buried except for flow lines);

d. Use and protection of installation water supply;

e. Protection of the environment, (e.g. hazardous waste areas, endangered species, erosion control, pollution prevention), protection of objects of historic and scientific significance (e.g. archeological, survey by a professional archeologist);

f. Safety and fire protection measures, (i.e., use of explosives, safe working distances from ammunition and explosives, construction and maintenance of firebreaks, development of contingency plans in the event of danger of persons or property, posting of signs, etc.);

g. Use of communication and transportation systems;

**h. Installation security (i.e., authorized operating hours, worker identification);**

**i. Management of production area (i.e., size, fencing, gates, cattle guards, interim revegetation);**

**j. Reclamation measures (i.e., equipment removal, well abandonment and plugging, disking, grading, tilling, topsoil replacement, erosion control, revegetation, fertilizing); and**

**k. Attendance at meetings (i.e., pre-operations conference, post-operations conference);**

**l. Prior to construction, mobilization, and drilling, all site locations will be submitted in writing and approved by the Site Manager at Camp Swift. Site locations will include dimensions of the proposed site. The proposed lease areas include identified cultural resource (archeological) sites that require further assessment that may preclude siting on or near them. All visitors to the site will report to the Site Manager prior to proceeding to location, except those previously approved for routine drilling activities on the site.**

**2. Surface use of the lands at Camp Swift are as follows:**

**a. The Lessee shall not occupy the surface of the leased land for any purpose, except exploration and production of hydrocarbons, in accordance with paragraph 2.b., or unless later agreed to in writing by the Facility Manager.**

**b. The Lessee shall obtain a separate license to conduct geophysical testing and surveys on the leased area from the District Engineer and a copy shall be furnished to the Facility Manager and to the Real Property Office, Camp Mabry, Austin, Texas.**

**c. Dates available for geophysical testing will have to be arranged with the Site Manager.**

**3. Military training will have priority.**

**4. The Lessee understands that the leased lands are part of a military installation. Mineral exploration and development in any restricted impact areas involving ammunition or explosives is prohibited. However, these lands may be explored and produced by directional drilling at a safe distance from outside the**

areas as prescribed by the Department of Defense (DOD) and Army regulations, and specifically designated by the Site Manager. Furthermore, the Lessee understands that future increased production, testing, or storage of ammunition or explosives may further restrict the surface areas available for lease or exploration operations. Safe distances from ammunition and explosive facilities are based on the quantity and type of explosive present or authorized and the proposed use (i.e., above or below ground, continuous or temporary presence of personnel). The Lessee may obtain pertinent information on this subject from the Installation Safety Office, Camp Mabry, Austin, Texas, and in the AR-385 series and DOD 6055.9 S, implemented by AR-385-64, that may also be obtained from the Safety Office.

5. That before beginning any approved operations in the leased area, the Lessee must consult with third parties authorized to use the real estate in the leased area, and must consider programs for which third parties have contractual rights to use the premises. The Lessee may consult the records of the District Engineer to determine what real estate interests have been granted to third parties on the leased lands. On the request of BLM District Manager, the Facility Manager may seek to resolve disputes between the Lessee or operator and third parties if an agreement cannot be reached. Resolutions will be coordinated with Contracting Officers or Representatives of all parties involved. The Lessee shall hold the United States harmless for claims by such third parties arising from the Lessee's activities, including damage to pasture, growing crops, and improvements.

6. Merchantable timber cleared from roads, pipelines, right-of-ways, or drill sites will be disposed of in accordance with the Facility Manager's instructions.

7. The Lessee shall bear all reasonable costs of the following:

a. Increased Government costs for its authorized projects that are incurred by reason of the Lessee's activities on the leased lands.

b. Increased Government costs to administer and insure lease compliance not otherwise funded by the Government.

c. The Lessee's proportionate share of road and bridge maintenance costs for use of installation roads and bridges that are used during exploration and production operations. In calculating such cost, the drilling and production area, pipeline right-of-ways, and lengths of roads and bridges, and so forth, will be considered. Payment shall be made 30 days after invoice.

d. Repair or restoration for damage or degradation of land or facilities, including subsidence and pollutant spills caused by the Lessee's activities. Where conditions of urgency exist, as determined by the Facility Manager, and time is of the essence, the Lessee shall repair damages or degradation in a timely fashion in the manner specified by the Facility Manager. The Facility Manager shall confirm in writing any oral orders given to the Lessee or operator. If the Lessee or operator cannot, or will not, comply, the Facility Manager will act and the Lessee shall reimburse the Army for all damages and costs of such actions, including administrative costs.

8. The Lessee shall not unlawfully pollute the air, ground or water (including ground water) or create a public nuisance. The Lessee shall, at no cost to the United States, comply with present and future Federal, State, and local laws, ordinances, or regulations controlling the quality of the environment unless they prohibit mineral development, or make it infeasible. This does not affect the Lessee's right to contest their validity, or enjoin their applicability.

a. Before beginning operations, the Lessee shall retain a Local Agent who may be served notice on these matters and who shall notify the Site Manager immediately of pollution, potential spills, or other hazards.

b. The Lessee shall hold the United States harmless for any claim, including equitable claims, court or legal expenses incurred by the United States, and fines or penalties imposed upon the United States which are related to unlawful pollution arising from the Lessee's use of the property.

9. a. The United States reserves the option to purchase up to 5.5 x 10 BTU's annually from any natural gas produced from the leased lands at the price defined below under a utility sales contract to be negotiated prior to the exercise of this right in accordance with present or future DOD and Army regulation. The United States shall have the right to increase the quantity of BTU's purchased annually by a maximum of 5% per year throughout the life of the natural gas production from the leased lands. The Lessee or operator shall include this paragraph in any contract or sale of natural gas to other parties.

b. The Lessee or operator shall have four (4) months from the date it receives a notice from the Facility Manager or the United States authorized representative electing to exercise this option in which to negotiate the specific terms of any sale and begin delivery of the production. Except during mobilization or surge periods, the Facility Manager or the United States authorized representative, shall have the right to change its election under this option no more

often than one time every twelve months. If the United States elects to increase its purchase of BTU's as provided above, it shall likewise give the Lessee or operator four (4) months notice prior to exercising this right.

c. The price to the United States shall be the average price paid by a local gas utility company for natural gas purchased by them in the area having similar quality to that produced from the leased lands. If such a price is not applicable, standard industry appraisal methods shall be used. The Lessee shall bear all costs on a non-reimbursable basis associated with maintaining production facilities (including meters) during the producing life of the well and with salvaging such facilities when production has ended.

d. Natural gas shall be dried or processed as necessary, and shall be delivered in a condition ready for use in a natural gas system.

e. If exercise of this option involves more than one Lessee or operator, the Lessee or operator agrees to cooperate with the others in scheduling production, constructing pipelines from wells or gathering points to the installation distribution system and sharing expense and other matters to assure a timely and continuous supply of natural gas to the United States.

f. The Lessee or operator shall routinely inspect equipment and calibrate equipment with installation representatives. The Site Manager may require the Lessee, at least annually, to engage an independent party, acceptable to the Site Manager to test meters for accuracy, and to furnish written findings to the Site Manager.

10. Notwithstanding any other stipulation, the United States and its officers, agents, servants, and employees ("the released parties") shall not be responsible for damages to property, injuries to persons, or any other cause of action ("released actions") which may arise from, or be incident to, this lease or the Lessee's use and occupation of the leased premises. Released actions include, without limitation, damage to the Lessee's property, injury to the Lessee's person, or other causes of action of the Lessee's officers, agents, servants, employees, invitees of any of these, or anyone else otherwise on, or off, said premises incident to the lease. Released actions include any actions arising from flooding of the leased premises. The Lessee shall hold harmless and indemnify the released parties for released actions which may arise from, or be incident to, this lease or the Lessee's use or occupation of the leased premises.

11. The Lessor's rights described in the printed lease form, include the rights of the Department of the Army.

12. The Lessee shall furnish the Site Manager a point at contact and back-up point of contact to whom evacuation orders can be issued. The Lessee will immediately advise the Site Manager upon any change in these points of contact.

13. 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 premises for a mission incompatible with lease operation. On approval from higher authority, the Site Manager will give the Lessee written notice if time permits, or request BLM to give notice of the required cessation. The Lessee understands that the rights to operate on the leased lands, as granted by this instrument, does not include the period of any such cessation and the United States has no obligation to compensate the Lessee for damages (including contractual losses) resulting from the exercise of this stipulation. The Lessee shall include this stipulation in contracts with third parties to whom it supplies oil and gas. This stipulation shall not affect the Lessee's right to seek suspension of the lease term from BLM. Whether or not a suspension is granted will have no affect on cessation of operations as stipulated herein.

14. If the Site Manager discovers any imminent danger to safety or security, which allows no time to consult BLM, the Site Manager may order such activities stopped immediately. The authorized officer of the BLM District Manager shall be notified immediately, shall review the order, and shall determine the need for further remedial action.

15. If military contamination or unexploded ordnance (UXO) is found in the operation area, the Lessee or operator shall immediately stop work, leave the area, notify the Site Manager, and not return until the Site Manager advises that it is safe to return.

Date: \_\_\_\_\_ Lessee: \_\_\_\_\_

The signature of the Lessee shall be accomplished only by an authorized representative of that company and that person's name, address and phone number shall be furnished to the Facility Manager as soon as this document is executed. The name and phone number of the Local Agent retained by the Lessee shall be furnished before any operations commence.

**Points of Contact for Lessor**

**Installation Commander**

**Major General Daniel James, III  
Adjutant General of Texas  
Camp Mabry, Austin, Texas**

**Facility Manager**

**LTC Gary Huffman  
Fort Wolters Training Site  
Phone: (940) 325-0889**

**Site Manager**

**SFC Robert West  
Camp Swift Training Site  
Phone: (512) 321-2497**

**Real Property Office**

**Marilyn Steele  
Camp Mabry, Austin, Texas  
Phone: (512) 782-5623**

**MAILING ADDRESS FOR ALL CORRESPONDENCE**

**ADJUTANT GENERAL'S DEPARTMENT  
ATTN: AGTX-E (Real Property Office)  
P.O. Box 5218  
Austin, TX 78763-5218**

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

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

For the following described land(s):

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

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

All or portions of the lands under this lease contain wetland and/or riparian areas. Surface occupancy of these areas will not be allowed without the specific approval, in writing, of the Bureau of Land Management. Impacts or disturbance to wetlands and riparian habitats which occur on this lease must be avoided, or mitigated. The mitigation shall be developed during the application for permit to drill process.

For the following described land(s):

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

**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**  
**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.

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

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

All matters related to this stipulation are to be addressed

To : Forest Supervisor  
Cibola National Forest  
At : 2113 Osuna Road, NE, Suite A  
Albuquerque, NM 87113-1001  
Telephone No : (505) 761-4650

Who is the authorized representative of the Secretary of Agriculture.

**CONTROLLED SURFACE USE STIPULATION**

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

Facilities will be located at least 300 feet away from all riparian corridors (i.e. 300 feet away from the edge of vegetation zones associated with riparian areas whether they are perennial, intermittent or ephemeral).

Activities associated with drilling and production will be limited or special actions may be required in areas with high potential for wind or water erosion.

New road access will be limited to areas of less than 30% slopes. New road access in or near drainage (watercourses) will be limited to essential crossings with the least environmental impact. All Soil and Water Conservation Practices described in FSH 2509.22 will be followed for each site-specific case of road construction.

On the lands described below:

For the purpose of: Prevention of soil erosion and to protect riparian areas.

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

**CONTROLLED SURFACE USE STIPULATION**

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

**The lessee is given notice that a closed circulation system will be used for all oil and gas drilling. No open pits will be allowed.**

**On the lands described below:**

**For the purpose of: Avoid potential ground and surface water contamination and surface disturbance associated with open pits.**

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

**LEASE NOTICE**

**R-3 Cultural Resource Management**

No surface-disturbing work can be approved until a Cultural Resource survey and report is completed.

The permittee, contractor, or lessee shall be responsible for the protection from damage of all identified cultural resources within the area which may be affected by their actions. In addition, the permittee, contractor or lessee shall be liable for all damage or injury to the identified cultural resources caused by their actions.

The permittee, contractor, or lessee shall immediately notify the agency Project Administrator if any damage occurs to any cultural resource and immediately halt work in the area in which damage has occurred until authorized by the Project Administrator, after consultation with the Forest Archeologist, to proceed. All provisions of the Region 3 Cultural Resources Damage Assessment Handbook (FSH 2309.24, Chapter 40) are incorporated by reference herein.

**Threatened, Endangered and Sensitive Species Habitat**

The lessee is advised that the lease areas may contain populations of or habitat for threatened, endangered, proposed or Sensitive species. The leased lands will be examined prior to undertaking any surface disturbing activities (including seismic explorations) to determine effects upon any plant or animal species and prescribe necessary mitigations. These examinations will be initiated upon receipt of an Application for Permit to Drill, IM, Seismic testing request, or when any ground disturbing activity is proposed. Field surveys for some species may however require delays until appropriate field conditions can be met. Should proposed activities involve possible effects to a Federally listed species, consultation with USFWS may be required. Delays for consultation could take 30 to 135 days.

**LEASE NOTICE**  
**COAL PROTECTION**

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

Address:

Tulsa Field Office  
7906 E. 33<sup>Rd</sup> Street, Suite 101  
Tulsa, OK 74145  
(918) 621-4100

Bureau of Land Management  
New Mexico State Office

NM-8  
April 2, 1991

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

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

All matters related to this stipulation are to be addressed

To : Forest Supervisor  
National Forests in Texas  
At : 701 North First St.  
Lufkin, TX 75901  
Telephone No : (409) 639-8501

Who is the authorized representative of the Secretary of Agriculture.

**CONTROLLED SURFACE USE STIPULATION**  
**NATIONAL FORESTS IN TEXAS**

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

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

On the lands described below:

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

Any change to this stipulation will be made in accordance with the Land Use Plan and/or the regulatory provisions for such changes. (For guidance on the use of this stipulation, see BLM Manual 1624 and 3101 or FS Manual 1950 and 2820.)

**CONTROLLED SURFACE USE STIPULATION**  
**NATIONAL FORESTS IN TEXAS**

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

**Lone Star Hiking Trail. Proposals for drilling sites located 150 feet or less from the trail may be subject to special requirements or limitations, such to be determined on a case-by-case basis.**

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

**On the lands described below:**

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

**Any change to this stipulation will be made in accordance with the Land Use Plan and/or the regulatory provisions for such changes. (For guidance on the use of this stipulation, see BLM Manual 1624 and 3101 or FS Manual 1950 and 2820).**

**CONTROLLED SURFACE USE STIPULATION**  
**NATIONAL FORESTS IN TEXAS**

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

Areas within the bottom land associated with the East Fork of the San Jacinto River may be subject to special requirements or limitations, such to be determined on a case by case basis. Drilling and production facilities will be located at least 100 feet from the river. (MA-8b-62)(MA-8b-63)

On the lands described below:

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

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

**CONTROLLED SURFACE USE STIPULATION**  
**NATIONAL FORESTS IN TEXAS**

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

Extensive areas within this lease are considered critical areas for flood prevention and/or erosion control. Control structures and erosion damage rehabilitation work either exist now or may be added during the period of the lease. Surface occupancy may be restricted or limited in order to assure minimum conflict with erosion control or flood prevention goals. Restrictions or limitations will be identified by a site-specific analysis of a proposal for lease activities.

On the lands described below:

For the purpose of: To meet soil erosion, water quality, or flood prevention goals in accordance with the National Forests and Grasslands in Texas Final Land and Resource Management Plan, dated March 28, 1996.

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

**CONTROLLED SURFACE USE STIPULATION**  
**NATIONAL GRASSLANDS IN TEXAS**

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

Portions of this lease contain segments of either perennial or intermittent streams as defined by the Forest Service. Areas within 100' of perennial streams or 66' of intermittent streams will be subject to special requirements or limitations for surface use or occupancy. Specific requirements or limitations will be determined as Surface Use Plans of Operations (SUPOs) are submitted and will normally result in establishment of protective requirements or limitations for the affected site.

On the lands described below:

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

Any change to this stipulation will be made in accordance with the Land Use Plan and/or the regulatory provisions for such changes. (For guidance on the use of this stipulation, see BLM Manual 1624 and 3101 or FS Manual 1950 and 2820.)

**CONTROLLED SURFACE USE STIPULATION**

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

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

On the lands described below:

For the purpose of:

To protect red-cockaded woodpecker clusters foraging and habitat areas in accordance with the National Forest and Grasslands in Texas Final Land and Resource Management Plan, dated March 28, 1996.

Any change to this stipulation will be made in accordance with the Land Use Plan and/or the regulatory provisions for such changes. (For guidance on the use of this stipulation, see BLM Manual 1624 and 3101 or FS Manual 1950 and 2820.)

**LEASE NOTICE #6  
NATIONAL FORESTS IN TEXAS**

**Purkeson Cemetery lies within the north central portion of Tract J-5a.**

**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

**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

**THREATENED PLANT SPECIES**  
**NO SURFACE OCCUPANCY STIPULATION**

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

For the purpose of: Protecting the Federally listed threatened and endangered gypsum wild-buckwheat species (*Eriogonum gypsophilum*) and designated Critical habitat (Federal Register Notice dated January 19, 1981), and as discussed in the Carlsbad RMP.

If circumstances or relative resource values change or if the lessee demonstrates that operations can be conducted without causing unacceptable impacts, this stipulation may be waived, excepted, or modified by the authorized officer if such action is consistent with the provisions of the applicable Land Use Plan, or if not consistent, through a planning amendment. If the authorized officer determines that the waiver, exception, or modification is substantial, the waiver, exception, or modification will be subject to a 30-day public review period.

Bureau of Land Management  
Carlsbad Field Office

SENM-S-5  
Revised January 1989

**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

**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

**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

**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 contrast of a project with the dominant color, line, texture, and form of the surrounding landscape. Other surface facilities or equipment approved by the BLM, such as large-scale range improvements or pipelines, will be painted, when needed, to conform with the requirements of visual resource management to minimize visual impacts. Paint colors will be selected from the ten standard environmental colors approved by the Rocky Mountain Coordinating committee. The selected paint color will match as closely as possible the predominant soil or vegetation color of the area.

For the purpose of: Protecting Visual Resources Management

Bureau of Land Management  
Roswell/Carlsbad Field Office

SENM-S-25  
December 1997

**ENDANGERED SPECIES ACT**  
**SECTION 7 CONSULTATION STIPULATION**

The lease area may now or hereafter contain plants, animals, or their habitats determined to be threatened, endangered, or other special status species. BLM may recommend modifications to exploration and development proposals to further its conservation and management objective to avoid BLM-approved activity that will contribute to a need to list such a species or their habitat. BLM may require modifications to or disapprove proposed activity that is likely to result in jeopardy to the continued existence of a proposed or listed threatened or endangered species or result in the destruction or adverse modification of a designated or proposed critical habitat. BLM will not approve any ground-disturbing activity that may affect any such species or critical habitat until it completes its obligations under applicable requirements of the Endangered Species Act as amended, 16 U.S.C. § 1531 et seq., including completion of any required procedure for conference or consultation.

# Bureau of Land Management

New Mexico Oklahoma Texas Kansas

## New Mexico State Office

1474 Rodeo Road  
P.O. Box 27115  
Santa Fe, NM 87502-0115  
(505) 438-7400 | (505) 438-7435 FAX

## Albuquerque Field Office

435 Montano NE  
Albuquerque, NM 87107-4935  
(505) 761-8700 | (505) 761-8911 FAX

## Cuba Field Station

County Road 11, Suite C  
P.O. Box 670  
Cuba, NM 87103  
(505) 289-3748 | (505) 289-3762 FAX

## Grants Field Station

2001 Santa Fe Avenue  
P.O. Box 846  
Grants, NM 87020  
(505) 287-7911 | (505) 285-5041 FAX

## El Malpais Ranger Station

Route 117, Off I-40, Exit 89  
(505) 240-0300

## Amarillo Field Office

801 South Fillmore St., Suite 500  
Amarillo, TX 79101-3545  
(806) 324-2617 | (806) 324-2633 FAX

## Carlsbad Field Office

620 East Greene Street  
Carlsbad, NM 88220-6292  
(505) 234-5972 | (505) 885-9264 FAX

## Hobbs Field Station

414 W. Taylor  
Hobbs, NM 88240-1157  
(505) 393-3612 | (505) 393-3612 FAX

## Farmington Field Office

1235 La Plata Highway, Suite A  
Farmington, NM 87401  
(505) 599-8900 | (505) 599-8998 FAX

## Las Cruces Field Office

1800 Marquess Street  
Las Cruces, NM 88005-3371  
(505) 525-4300 | (505) 525-4412 FAX

## McGregor Field Station

(505) 525-4300

## Oklahoma Field Office, Moore

221 N. Service Road  
Moore, OK 73160-4946  
(405) 794-9624 | (405) 790-1050 FAX

## Oklahoma Field Office, Tulsa

7906 E. 33<sup>rd</sup> Street, Suite 101  
Tulsa, OK 74145-1352  
(918) 621-4100 | (918) 621-4130 FAX

## Roswell Field Office

2909 West Second Street  
Roswell, NM 88201  
(505) 627-0272 | (505) 627-0276 FAX

## Valley of Fires Recreation Area

P.O. Box 871  
Carrizozo, NM 88301  
(505) 648-2241 | (505) 648-2241 FAX

## Socorro Field Office

198 Neel Avenue, NW  
Socorro, NM 87801  
(505) 835-0412 | (505) 835-0223 FAX

## Taos Field Office

226 Cruz Alta Road  
Taos, NM 87571  
(505) 758-8851 | (505) 758-1620 FAX

## Orilla Verde Recreation Area

Pilar, NM  
(505) 758-4060

## Rio Grande Gorge Visitors Center

Pilar, NM  
(505) 751-4899

## Santa Cruz Lake

Between Rio Chiquito and Cundiyo, NM  
(505) 770-1601

## Wild Rivers Recreation Area

Cerro, NM  
(505) 770-1600

BLM/NM/GI-01-005-1210

# **We're On-Line!!**

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## **Oil & Gas Information includes:**

- Sale Notice
- Sale Results
- Sale Schedule
- Forms
- FAQs
- Contacts
- Leasing Instructions & Guidelines
- NTLs, Onshore Orders

Email links are provided at the site  
for your comments and suggestions