

BLM

New Mexico
Oklahoma
Texas & Kansas

Competitive Oil and Gas Lease Sale

January 20, 2010

Bureau of Land Management
New Mexico State Office
301 Dinosaur Trail
Santa Fe, New Mexico 87508

www.blm.gov/nm

BLM



NOTICE

Pursuant to IM No. 2009-184 dated July 24, 2009, effectively immediately, anyone submitting an informal Expression of Interest (EOI) that certain lands be offered in an Oil and Gas Competitive Lease Sale and the EOI includes split estate lands – Private Surface/Federal Minerals – must provide, with the EOI, the name and address of the current private surface owner(s). Whenever a split estate parcel is included in an Oil and Gas Competitive Lease Sale, the Bureau of Land Management (BLM) will send a courtesy letter to the surface owners(s). The letter will provide the surface owner notice of the scheduled Oil and Gas Competitive Lease Sale as well as information about the BLM's regulations and procedures for Federal oil and gas leasing and development on split estate lands.

Any EOI including split estate lands that is submitted in the future, or now pending with a BLM State Office, that does not provide the name and address of the surface owner(s) will not be processed by the BLM and such lands will not be placed on a list of lands included in an Oil and Gas Competitive Lease Sale until the required information is provided.

If you have any questions, please contact Gloria Baca, Lead Land Law Examiner at (505) 954-2141 or Gloria_Baca@blm.gov.

**United States Department of the Interior
Bureau of Land Management (BLM)**

**Notice to Lessees and Operators (NTL) of Onshore Federal Oil and Gas Leases
Within the states of New Mexico, Kansas, Oklahoma and Texas**

NTL-2009-01

Implementation of the Requirement to Provide Surface Owner Information for Lease Sale
Expressions of Interest

Introduction

A 'split estate' situation occurs when the owner of the land surface and the owner of the mineral rights are different. The development of this phenomenon may be complex, but is primarily due to the Stock-Raising Homestead Act of 1916 (39 Stat. 864; 43 U.S.C. 299), which provided that all homestead patents under its provisions contain a reservation to the United States of all coal and other minerals, "... together with the right to prospect for, mine and remove the same; also that the coal and other mineral deposits in such lands shall be subject to disposal by the United States in accordance with the provisions of the coal and mineral land laws in force at the time of such disposal." (Regulations at 43 CFR 3814)

Over the past several years, there has been an increasing recognition that surface owners as a courtesy should be informed of the potential leasing and development of the severed mineral rights. For example, in 2007, the Legislature of the State of New Mexico passed the Surface Owners Protection Act, which requires operators to: provide the surface owner, at least five business days' notice prior to initial entry upon the land for activities that do not disturb the surface. And, to provide at least 30 days notice prior to conducting actual oil and gas operations. Many other state governments have either already implemented similar legislation, or plan to do so.

Implementation

The BLM in New Mexico announced the implementation of this policy for New Mexico (only) nominations, at the Federal Competitive Oil and Gas lease sale conducted on October 17, 2007. In January, 2008, we mailed NTL 2008-02 to those individuals and companies who held interest in Federal oil and gas leases.

The BLM Washington Office recently issued instructions for all states to implement this policy nationwide:

http://www.blm.gov/wo/st/en/info/regulations/Instruction_Memos_and_Bulletins/national_instruction/2009/IM_2009-184.html

Accordingly, the policy shall continue to be in effect for lease sale expressions of interest (EOI) in New Mexico, and will now be implemented for any EOI received for Federal minerals in the states of Kansas, Oklahoma and Texas.

The policy requires that the New Mexico State Office will contact the surface owners, and notify them of the EOI and the date the oil and gas rights will be offered for competitive bidding. The BLM will provide the surface owners with our web address, so they may obtain additional information related to the oil and gas leasing process, the imposition of any special stipulations on that lease parcel, Federal and State regulations and Best Management Practices.

The surface owner(s) may elect to protest the leasing of the minerals underlying their surface. If the BLM receives a protest, the parcel will remain on the lease sale; however, the BLM will resolve any protests prior to issuing an oil and gas lease for that parcel. If the protest is upheld, the BLM will return the payments received from the successful bidder for that parcel.

After the lease sale has occurred, the BLM will post the results on our website. The surface owner may access the BLM's website to learn the results of the lease sale.

State Contact

If you have any questions or need further information, contact Gloria Baca, Land Law Examiner, Division of Minerals, at (505) 954-2141.

3100 (921)

Dear New Mexico Oil and Gas Operator(s):

Enclosed is a copy of the cover letter and Notice to Lessees (NTL) 2008-02, which the New Mexico State Office issued in 2007. It required individuals and companies that submitted an expression of interest (EOI) to lease Federal minerals, to provide the BLM with the names and addresses of the surface owner(s) of those lands where the Federal Government is not the surface owner. At the time we issued this NTL, we established this requirement only for 'split estate' tracts located within the state of New Mexico.

Our Headquarters office in Washington D.C. recently issued instructions to carry out this policy nationwide:

http://www.blm.gov/wo/st/en/info/regulations/Instruction_Memos_and_Bulletins/national_instruction/2009/IM_2009-184.html

Accordingly, we are replacing NTL 2008-02 with NTL 2009-01, also enclosed, which will require you to provide us with the surface owner information for any of the states within the New Mexico organization. The requirement will now apply to Federal lands located within the states of Kansas, Oklahoma and Texas, as well as New Mexico. As before, *it will not apply to those lands where the surface is administered by another Federal agency, such as the Bureau of Reclamation or the United States Forest Service.*

The New Mexico State Office will then contact the surface owners and notify them of the expression of interest and the date the oil and gas rights will be offered for competitive bidding. The BLM will provide the surface owners with our Web address, so they may obtain additional information related to the oil and gas leasing process, the imposition of any special stipulations on that lease parcel, Federal and State regulations, and Best Management Practices. After the lease sale has occurred, we will post the results on our Web site. The surface owner may access our Web site to learn the results of the lease sale.

If you have any questions or need further information, contact Gloria Baca, Land Law Examiner, Division of Minerals, at (505) 954-2141.

Sincerely,

Linda S. C. Rundell
State Director

2 Enclosures

1- Cover letter and NTL 2008-02

2- NTL 2009-01



In Reply
Refer To:

3120 (NM921-bco)

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
www.blm.gov/nm



December 4, 2009

NOTICE OF COMPETITIVE LEASE SALE OIL AND GAS

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

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

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

When and where will the sale take place?

- When:** The competitive sale will begin at **9:00 a.m. on Wednesday, January 20, 2010**. The **Accounts Office at the Bureau of Land Management, New Mexico State Office Building**, will be used to register all bidders. Registration will start at 8:00 a.m. through 9:00 a.m. so you can obtain your bidding number.
- Where:** We will hold the sale at the **Bureau of Land Management, New Mexico State Office, 301 Dinosaur Trail, Santa Fe, New Mexico 87508, in the Amarillo Creek and Canadian River Conference Rooms**.
- Access:** The sale room is accessible to persons with disabilities. If you need an auxiliary aid or service to participate in the sale, such as sign language interpreter or material in an alternate format, contact the New Mexico State Office, Marcella Montoya at (505) 954-2097 by **January 6, 2010**.

How will the sale be conducted?

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

How do I participate in the bidding process?

To participate in the bidding process, you must register to obtain a bidder number. If you are bidding for more than one party, you must register and obtain a separate bidder number for each company or individual you represent. We will begin registering bidders at 8:00 a.m. on the day of the sale in the **Accounts Office at the Bureau of Land Management**. If you plan to bid, you must be registered before the sale begins. You must display your bid number to the auctioneer when you make a bid.

When you register to bid, you will be asked to sign a statement that your bid is a good faith intention to acquire an oil and gas lease and that you understand that any winning bid will constitute a legally binding commitment to accept the lease and pay monies owed, whether or not a lease is subsequently issued. Further, you will acknowledge that you understand it is a crime under 18 U.S.C. 1001 and 43 U.S.C. 1212 to knowingly and willfully make any false, fictitious or fraudulent statements or representations regarding your qualifications, bidder registration and intent to bid, accept a lease and pay monies owed.

If you, or the party you represent, owe the United States any monies which were due the day of a previous oil and gas lease auction conducted by any BLM office – the minimum monies owed the day of the sale – you will not be allowed to register to bid at this lease sale. The Mineral Leasing Act sets out that leases be issued to a “responsible qualified bidder.” (30 U.S.C. 226(b)(1)(A)). Any bidder, or party represented by a bidding agent, who does not pay the minimum monies owed the day of the sale is considered as not meeting the qualifications to hold a lease – that is, is not considered a “responsible qualified bidder” – and will be barred from participating in any oil and gas lease auction until that debt to the United States is settled.

What is the sale process?

Starting at 9:00 a.m. on the day of the sale:

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

The minimum bid BLM can accept is \$2.00 per acre. If a parcel contains fractional acreage, round it up to the next whole acre. For example, a parcel of 100.51 acres requires a minimum bid of \$202 (\$2 x101 acres).

How long will the sale last?

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

What conditions apply to the lease sale?

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

-Fractional interests: If the United States owns less than 100 percent of the oil and gas mineral interest for the land in a parcel, we will show that information with the parcel. When we issue the lease, it will be for the percentage or fraction of interest the United States owns. However, you must calculate your bonus bid and advance rental payment on the gross acreage in the parcel, not the United States net interest. For example, if a parcel contains 200 acres and the United States owns 50 percent of the oil and gas mineral interest, the minimum bonus bid will be \$400 (\$2 X 200 acres) and the advance annual rental will be \$300 (\$1.50 X 200 acres) for the first 5-years and \$400 (\$2 X 200 acres) for the remainder of the lease term. Royalty on production will be calculated on the United States net oil and gas mineral interest.

Payment due on the day of the sale: You cannot withdraw a bid. Your bid is a legally binding contract. For **each parcel** you win, you must pay the minimum bonus bid of \$2 per acre or fraction of an acre; the first year's advance rental of \$1.50 per acre or fraction of an acre; and a non-refundable administrative fee of **\$145**. You must make this payment in our Accounts Office at the BLM, New Mexico State Office either during, or immediately following the sale.

The minimum monies owed the day of the sale for a winning bid are monies owed to the United States, whether or not a lease is issued. (43 CFR 3120.5-2(b) and 43 CFR 3120.5-3(a). If payment of the minimum monies owed the day of the sale is not received by the date and time above, the Bureau of Land Management will issue a bill for the monies owed. If payment then is not received by the bill due date, the United States will pursue collection by all available methods, and when appropriate issue late fees, civil penalties, interest, administrative charges and penalties on past due amounts. "All available methods" include, but are not limited to, referral to collection agencies and credit reporting bureaus, salary or administrative offset, federal and state payments, including goods or services, federal and state tax refunds, and retirement payments. The debt may be sent to the Internal Revenue Service for inclusion as income to you on form 1099C, Cancellation of Debt. (Federal Claims Collection Act of 1966, as amended; The Debt Collection Improvement Act of 1996; 32 CFR 285, Debt Collection Authorities Under the Debt Collection Act of 1966.)

Remaining payments: If your bonus bid was more than \$2.00 per acre or fraction of an acre and you didn't pay the full amount on the day of the sale, you must pay the remaining balance of your bonus bid by **4:00 p.m. on February 3, 2010**, which is the 10th working day following the sale. Send the remaining balance payment to: **Attn: Accounts Staff - Bureau of Land Management, New Mexico State Office, 301 Dinosaur Trail, Santa Fe, New Mexico 87508**. **If you do not pay in full by this date, you lose the right to the lease and you will forfeit the money you paid on the day of the sale.** If you forfeit a parcel, we may offer it at a later sale.

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

Bid Form: On the day of the sale, if you are a successful bidder you must give us a properly completed and signed competitive bid form (Form 3000-2, August 2007), or earlier edition, copy included with your payment. This form constitutes a legally binding offer by the prospective lessee to accept a lease and all its terms and conditions. Once the form is signed, you cannot change it. ***We will not accept any bid form that has information crossed out or is otherwise altered. Fillable bid forms are available online at:***

<https://www.blm.gov/FormsCentral/show-form.do?nodeId=672#>

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

- (1) You and the prospective lessee are qualified to hold an oil and gas lease under our regulations at Title 43 CFR 3102.5-2; and
- (2) Both of you have complied with 18 U.S. C. 1860, a law that prohibits unlawful combinations, intimidation of and collusion among bidders.

-Federal acreage limitations: Qualified individuals, associations, or corporations may only participate in a competitive lease sale and purchase Federal oil and gas leases from this office if such purchase will not result in exceeding the State limit of 246,080 acres of public domain lands and 246,080 acres of acquired lands (30 U.S.C. 184(d)). For the purpose of chargeable acreage limitations, you are charged with your proportionate share of the lease acreage holdings of partnerships or corporations in which you own an interest greater than 10 percent. Lease acreage committed to a unit agreement or development contract that you hold, own or control is excluded from chargeability for acreage limitation purposes.

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

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

terms on our standard lease form (**Form 3100-11, February 2003** or later edition, copy included).

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

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

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

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

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

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

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

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

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

NONCOMPETITIVE OFFERS TO LEASE

What parcels are available for noncompetitive offers to lease?

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

How do I file a noncompetitive offer after the sale?

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

- Three copies of Form 3100-11, *Offer to Lease and Lease for Oil and Gas* properly completed and signed. (**Note: We will accept copies of the official form, including computer generated forms, that are legible and have no additions, omissions, other**

changes, or advertising.) You must describe the lands in your offer as specified in our regulations at 43 CFR 3110.5; and

-Your payment for the total of the **\$375** filing fee and the first year's advance rental computed at (\$1.50 per acre or fraction of an acre). Remember to round up any fractional acreage when you calculate the rental amount.

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

How do I file a noncompetitive presale offer?

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

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

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

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

We have tentatively scheduled our next competitive sale for **April 21, 2010**. Please send nominations for that sale by **November 11, 2009**.

How can I find out the results of this sale?

We will post the sale results in the New Mexico State Office Information Access Center (Public Room). You can buy (\$5) a printed copy of the results by contacting our Accounts Staff, at (505) 954-2111. The results list is also available on our public internet website: www.blm.gov/nm/ (click on Programs, then click on Energy).

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

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

- We must receive a protest no later than close of business on the 15th calendar day **prior** to the date of the sale. If our office is not open on the 15th day prior to the date of the sale, a protest received on the next day our office is open to the public will be considered timely filed. The protest must also include any statement of reasons to support the

protest. We will dismiss a late-filed protest or a protest filed without a statement of reasons.

- A protest must state the interest of the protesting party in the matter.
- You may file a protest either by mail in hardcopy form or by telefax. You may not file a protest by electronic mail. A protest filed by fax must be sent to (505) 954-2010. A protest sent to a fax number other than the fax number identified or a protest filed by electronic mail will be dismissed.
- If the party signing the protest is doing so on behalf of an association, partnership or corporation, the signing party must reveal the relationship between them. For example, unless an environmental group authorizes an individual member of its group to act for it, the individual cannot make a protest in the group's name.

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

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

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

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

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

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

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

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

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

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

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

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

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

Inclement Weather Conditions

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

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

1. In the event of a 2-hour delay, the doors to the BLM, NMSO will remain locked until 9:30 a.m.. The Oil and Gas Lease Sale will begin at 11:00 a.m. with registration starting at 10:00 a.m., please call in the recorded information on delays at (505) 954-2000.
2. In the event that the BLM office is Closed for Business on the day of an Oil and Gas Lease Sale, the Sale will be cancelled and rescheduled at a later date. Please call in for recorded information on closures at (505) 954-2000.

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

Your safety and the safety of our BLM employees is our major concern.

Whom should I contact if I have a question?

For general information, please contact our Information Access Center at (505) 954-2098 or for information or questions about the sale, contact: **Becky C. Olivas at (505) 954-2145.**

/s/Becky C. Olivas

**Becky C. Olivas
Land Law Examiner
Fluids Adjudication Team 1**

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

State

Date of Sale

PARCEL NUMBER	AMOUNT OF BID <i>(see instructions below)</i>	
	TOTAL BID	PAYMENT SUBMITTED WITH BID
THE BID IS FOR <i>(check one)</i> : <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 next page.)*

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 will 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

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

INSTRUCTIONS

INSTRUCTIONS FOR GEOTHERMAL OR
NPR-A OIL AND GAS BID

1. Separate bid for each parcel is required. Identify parcel by the parcel number assigned in the *Notice of Competitive Lease Sale*.
2. Bid must be accompanied by the national minimum acceptable bid, the first year's rental and the administrative fee. The remittance must be in the form specified in 43 CFR 3103.1-1. The remainder of the bonus bid, if any, must be submitted to the proper Bureau of Land Management (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 the 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 BLM.
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), the bidder may wish to leave the AMOUNT OF BID section blank so that final bid amount may be either completed by the bidder or the BLM at the oral auction.

1. Separate bid for each parcel is required. Identify the parcel by the number assigned to a tract.
2. Bid must be accompanied by one-fifth of the total amount of the 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 the 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 the 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 the 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 BLM.

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.

NOTICES

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.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial Number

OFFER TO LEASE AND LEASE FOR OIL AND GAS

The undersigned (page 2) offers to lease all or any of the lands in Item 2 that are available for lease pursuant to the Mineral Lands 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), or _____ (other).

READ INSTRUCTIONS BEFORE COMPLETING

1. 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 Bureau of Land Management (BLM): _____ Unit/Project _____

Legal description of land requested: *Parcel No.: _____ *Sale Date (mm/dd/yyyy): _____

***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 form submitted under 43 CFR 3120 and is subject to the provisions of that bid and those specified on this form.

Type and primary term:

THE UNITED STATES OF AMERICA

☐ Noncompetitive lease (ten years)

by _____
(BLM)

☐ Competitive lease (ten years)

(Title) (Date)

☐ Other _____ EFFECTIVE DATE OF LEASE _____

(Continued on page 2)

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.

Duly executed this _____ day of _____, 20____
(Signature of Lessee or Attorney-in-fact)

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.

LEASE TERMS

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

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

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

If this lease or a portion thereof is committed to an approved cooperative or unit plan which includes a well capable of producing leased resources, and the plan contains a provision for allocation of production, royalties must be paid on the production allocated to this lease. However, annual rentals must continue to be due at the rate specified in (a), (b), or (c) rentals 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) must 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 must be paid to proper office of lessor. Royalties must be computed in accordance with regulations on production removed or sold. Royalty rates are:

- (a) Noncompetitive lease, 12 1/2%;
- (b) Competitive lease, 12 1/2 %;
- (c) Other, see attachment; or

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

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 must be due and payable on the last day of the month following the month in which production occurred. When paid in kind, production must be delivered, unless otherwise agreed to by lessor, in merchantable condition on the premises where produced without cost to lessor. Lessee must not be required to hold such production in storage beyond the last day of the month following the month in which production occurred, nor must 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 must 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 will 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 must 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 must be filed and maintained for lease operations as required under regulations.

Sec. 4. Diligence, rate of development, unitization, and drainage - Lessee must exercise reasonable diligence in developing and producing, and must 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 must 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 must 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 must 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 must 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 must keep open at all reasonable times for inspection by any representative 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 must 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 must be maintained in lessee's accounting offices for future audit by lessor. Lessee must 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 will 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 must 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 must 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 must be conditioned so as to prevent unnecessary or unreasonable interference with rights of lessee.

Prior to disturbing the surface of the leased lands, lessee must 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 must immediately contact lessor. Lessee must 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 must include in any contract of sale of gas the provisions of this section.

Sec. 9. Damages to property - Lessee must pay lessor for damage to lessor's improvements, and must 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 must 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 must comply with section 28 of the Mineral Leasing Act of 1920.

Lessee must 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 must maintain segregated facilities.

Sec. 11. Transfer of lease interests and relinquishment of lease - As required by regulations, lessee must 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 will 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 must 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 will 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 will 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 will not prevent later cancellation for the same default occurring at any other time. Lessee will be subject to applicable provisions and penalties of FOGPMA (30 U.S.C. 1701).

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

A. General:

1. Page 1 of this form is to be completed only by parties filing for a noncompetitive lease. The BLM will complete page 1 of the form for all other types of leases.
2. Entries must be typed or printed plainly in ink. Offeror must sign Item 4 in ink.
3. An original and two copies of this offer must be prepared and filed in the proper BLM State Office. See regulations at 43 CFR 1821.2-1 for office locations.
4. If more space is needed, additional sheets must be attached to each copy of the form submitted.

B. Special:

Item 1 - Enter offeror's name and billing address.

Item 2 - Identify the mineral status and, if acquired lands, percentage of Federal ownership of applied for minerals. Indicate the agency controlling the surface of the land and the name of the unit or project which the land is a part. The same offer may not include both Public

Domain and Acquired lands. Offeror also may provide other information that will assist in establishing title for minerals. The description of land must conform to 43 CFR 3110. A single parcel number and Sale Date will be the only acceptable description during the period from the first day following the end of a competitive process until the end of that same month, using the parcel number on the List of Lands Available for Competitive Nominations or the Notice of Competitive Lease Sale, whichever is appropriate.

Payments: The amount remitted must include the filing fee and the first year's rental at the rate of \$1.50 per acre or fraction thereof. The full rental based on the total acreage applied for must accompany an offer even if the mineral interest of the United States is less than 100 percent. The filing fee will be retained as a service charge even if the offer is completely rejected or withdrawn. To protect priority, it is important that the rental submitted be sufficient to cover all the land requested. If the land requested includes lots or irregular quarter-quarter sections, the exact area of which is not known to the offeror, rental should be submitted on the basis of each such lot or quarter-quarter section containing 40 acres. If the offer is withdrawn or rejected in whole or in part before a lease issues, the rental remitted for the parts withdrawn or rejected will be returned.

Item 3 - This space will be completed by the United States.

NOTICES

The Privacy Act of 1974 and the regulations in 43 CFR 2.48(d) provide that you be furnished with the following information in connection with information required by this oil and gas lease offer.

AUTHORITY: 30 U.S.C. 181 et seq.; 30 U.S.C 351-359.

PRINCIPAL PURPOSE: The information is to be used to process oil and gas offers and leases.

ROUTINE USES: (1) The adjudication of the lessee's rights to the land or resources. (2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources. (3) Transfer to appropriate Federal agencies when consent 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: If all the information is not provided, the offer may be rejected. See regulations at 43 CFR 3100.

Bidder Registration Certification Form
Competitive Oil and Gas Lease Sale

By completing this form, I certify that the undersigned, or the principal party whom the undersigned is acting on behalf of, is in compliance with the applicable regulations and leasing authorities governing a bid and subsequent lease, including the qualification requirements at 30 U.S.C. 181, and 43 C.F.R. subpart 3102.

I certify that any bid I make or submit in any way is a good-faith declaration of intent by me or by my principal to acquire and to pay for an oil and gas lease on the offered lands. Further, I acknowledge that if a bid is declared the high bid, it will constitute a legally binding commitment to execute BLM Form 3000-2 and to accept the lease.

If a bid I make or submit in any way is declared the high bid, the undersigned or the principal party will pay to the Bureau of Land Management by the close of official business hours on the day of the auction, or such other time as may be specified by the authorized officer, an amount at least equal to minimum monies owed the day of sale for that bid, as set out in applicable regulations. I acknowledge that these monies are due to the Bureau of Land Management, whether or not a lease is subsequently issued as a result of the winning bid. I understand that if payment is not received by the due date and time, the bid is rejected and the Bureau of Land Management will issue a bill for monies owed. Further, I understand that if payment is not received by the bill due date, the Bureau of Land Management will pursue collection by all appropriate methods, and will assess appropriate late fees, civil penalties, interest, administrative charges and penalties on past due amounts. (See, e.g., Federal Claims Collection Act of 1966, as amended; Debt Collection Improvement Act of 1996; 31 CFR 285.)

It is a crime under 18 U.S.C. 1001 and 43 U.S.C. 1212 for any person to knowingly and willfully make any false, fictitious or fraudulent statement or representation on this form, on BLM Form 3000-2, or on any other written statement on any public land matter.

A separate registration is required for each company or individual you are representing.

Please fill in the principal's name and address as it will appear (as lessee) on any issued lease. We will send a copy of the lease and billing notices to the name and address as shown below. (NOTE: Please use the same lessee name and address information on BLM Form 3000-2.)

Bidder No. (leave blank)

Lessee Name: _____
(Lessee must be qualified to hold a Federal Oil and Gas Lease)

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

E-Mail Address: _____

Bidder Name: _____ Phone Number: _____
(Including Area Code)

Relationship to Lessee: _____
(Self, Agent, Attorney-in-Fact, President, etc.)

E-Mail Address: _____

Signature

Date

**BUREAU OF LAND MANAGEMENT
NEW MEXICO STATE OFFICE
January 20, 2010, LEASE SALE STATISTICS BY STATE
Parcels With and Without Pre-Sale Noncompetitive Priority Offers**

STATE	PARCELS WITH PRESALE OFFERS	PARCELS WITHOUT PRESALE OFFERS	TOTAL PARCELS	ACRES WITH PRESALE OFFERS	ACRES WITHOUT PRESALE OFFERS	TOTAL ACRES
NM	0	20	20	0.00	13,271.67	13,271.67
KS	0	1	1	0	240	240
OK	0	9	9	0	1,238.22	1,238.22
TX	1	13	14	520.22	3,567.14	4,087.34
TOTALS	1	43	44	520.22	18,317.03	18,837.23

KANSAS PUBLIC DOMAIN - SW

NM-201001-001 240.000 Acres

T.0150S, R.0300W, 06 PM, KS

Sec. 019 E2SW,W2SE;

030 NWNE,NENW;

Gove County

Tulsa FO

KSNM 69622

Stipulations:

ORA-1 CSU Floodplain Protection

ORA-2 CSU Wetland/Riparian

ORA-LN-2 ODWC

WO-ESA-7 Endangered Species Act

NEW MEXICO PUBLIC DOMAIN - NE

NM-201001-002 2120.000 Acres

T.0020N, R.0150E, 23 PM, NM

Sec. 001 S2;

003 SWSW,SE;

010 E2,SW;

011 ALL;

012 E2,E2W2;

Torrance County

Albuquerque FO

NMNM 38920, NMNM 38923

Stipulations:

NM-11-LN Special Cultural Resource

NM-201001-003 678.340 Acres

T.0020N, R.0150E, 23 PM, NM

Sec. 007 LOTS 1;

007 SWNE,NESW,NWSE;

008 NENW,E2SW,S2SE;

009 N2NE,NENW,S2SW;

017 N2NE,NENW;

Torrance County

Albuquerque FO

NMNM 38920, NMNM 38923

Stipulations:

NM-11-LN Special Cultural Resource

NM-201001-004 2320.000 Acres

T.0020N, R.0150E, 23 PM, NM

Sec. 013 S2;
 014 ALL;
 023 ALL;
 024 SWSW;
 025 NWNE,NENW;
 026 SENE,W2E2,W2,E2SE;

Torrance County

Albuquerque FO

NMNM 38922, NMNM 38923

Stipulations:

NM-11-LN Special Cultural Resource

NM-201001-005 2080.000 Acres

T.0020N, R.0150E, 23 PM, NM

Sec. 015 ALL;
 021 SW;
 022 W2;
 027 W2;
 028 ALL;

Torrance County

Albuquerque FO

NMNM 38921,NMNM 38922, NMNM 38923

Stipulations:

NM-11-LN Special Cultural Resource

NM-201001-006 1435.000 Acres

T.0020N, R.0150E, 23 PM, NM

Sec. 018 LOTS 3,4;
 019 LOTS 1,2;
 019 E2W2,SE;
 020 SW;
 029 ALL;
 030 E2W2;

Torrance County

Albuquerque FO

NMNM 38921, NMNM 38923

Stipulations:

NM-11-LN Special Cultural Resource

NM-201001-007 840.000 Acres

T.0030N, R.0150E, 23 PM, NM

Sec. 025 NW,E2SW;

035 N2,N2S2,SESW,S2SE;

Torrance County

Albuquerque FO

NMNM 41192

Stipulations:

NM-11-LN Special Cultural Resource

NM-201001-008 320.000 Acres

T.0030N, R.0150E, 23 PM, NM

Sec. 027 N2;

Torrance County

Albuquerque FO

NMNM 41192

Stipulations:

NM-11-LN Special Cultural Resource

NM-201001-009 37.450 Acres

T.0090N, R.0210E, 23 PM, NM

Sec. 023 LOTS 4;

Guadalupe County

Roswell FO

MNM 43357

Stipulations:

NM-11-LN Special Cultural Resource

SENM-S-17 Slopes or Fragile Soils

SENM-S-18 Streams, Rivers, and Floodplains

NEW MEXICO PUBLIC DOMAIN - SE

NM-201001-010 120.000 Acres

T.0200S, R.0270E, 22 PM, NM

Sec. 013 N2NE,NWNW;

Eddy County

Carlsbad FO

NMNM 51833, NMNM 82990

Stipulations:

NM-11-LN Special Cultural Resource

SENM-S-19 Playas and Alkali Lakes

SENM-S-21 Caves and Karst

SENM-LN-1 Cave - Karst Occurrence Area

NM-201001-011 640.000 Acres

T.0090S, R.0290E, 23 PM, NM
Sec. 035 ALL;
Chaves County
Roswell FO
NMNM 56371, NMNM 78245
Stipulations:
NM-11-LN Special Cultural Resource

NM-201001-012 399.740 Acres

T.0100S, R.0290E, 23 PM, NM
Sec. 002 SWNW,W2SW;
 003 LOTS 1;
 003 SENE,E2SW,E2SE,NWSE;
Chaves County
Roswell FO
NMNM 19603, NMNM 92173
Stipulations:
NM-11-LN Special Cultural Resource
SENM-S-19 Playas and Alkali Lakes
SENM-S-20 Springs, Seeps and Tanks
Sec. 3: S2SESE.

NM-201001-013 400.000 Acres

T.0150S, R.0290E, 23 PM, NM
Sec. 011 SE;
 012 SW,W2SE;
Chaves County
Roswell FO
NMNM 92176
Stipulations:
NM-11-LN Special Cultural Resource
SENM-S-22 Prairie Chickens

NM-201001-014 80.000 Acres

T.0180S, R.0300E, 23 PM, NM
Sec. 034 E2SW;
Eddy County
Carlsbad FO
NMNM 27281
Stipulations:
NM-11-LN Special Cultural Resource
SENM-S-1 Potash Stipulation
SENM-S-19 Playas and Alkali Lakes
SENM-S-22 Prairie Chickens

NM-201001-015 401.140 Acres

T.0190S, R.0300E, 23 PM, NM

Sec. 003 LOTS 3,4;

003 S2NW;

004 LOTS 3;

004 S2N2,NESW;

Eddy County

Carlsbad FO

NMNM 08673

Stipulations:

NM-11-LN Special Cultural Resource

SENM-S-12 Open Potash Mine Workings

Sec. 3: S2N2SWNW,S2SWNW,S2S2SEW;

Sec. 4: S2N2,S2N2NENW of L3,
S2NENW of L3,NESW.

SENM-S-19 Playas and Alkali Lakes

SENM-S-22 Prairie Chickens

SENM-S-30 NSO - Potash Area

Sec. 3: S2S2NENW of L3,S2N2NWNW
of L4,S2NWNW of L4,
N2N2SWNW,N2SEW,
N2S2SEW;

Sec. 4: N2N2NENW of L3.

SENM-S-47 Lease Reclamation

NM-201001-016 160.000 Acres

T.0190S, R.0320E, 23 PM, NM

Sec. 024 NW;

Lea County

Carlsbad FO

NMNM 12115

Stipulations:

NM-11-LN Special Cultural Resource

SENM-LN-2 Protection of the Sand Dune Lizard

SENM-S-22 Prairie Chickens

SENM-S-23 Sand Dune Lizard

NM-201001-017 320.000 Acres

T.0130S, R.0330E, 23 PM, NM

Sec. 009 SE;

010 SW;

Lea County

Carlsbad FO

NMNM 94097

Stipulations:

NM-11-LN Special Cultural Resource

NM-201001-018 40.000 Acres

T.0250S, R.0330E, 23 PM, NM

Sec. 014 NWNW;

Lea County

Carlsbad FO

NMNM 95322

Stipulations:

NM-11-LN Special Cultural Resource

SENM-S-22 Prairie Chickens

NM-201001-019 80.000 Acres

T.0160S, R.0380E, 23 PM, NM

Sec. 024 S2SE;

Lea County

Carlsbad FO

NMNM 96073

Stipulations:

NM-11-LN Special Cultural Resource

NEW MEXICO PUBLIC DOMAIN - NW

NM-201001-020 160.000 Acres

T.0180N, R.0030W, 23 PM, NM

Sec. 028 SE;

Sandoval County

Albuquerque FO

NMNM 71697

Stipulations:

NM-11-LN Special Cultural Resource

Well Liability: Harvey #2 Well located in Sec. 28 is a potentially unplugged well. There are three legacy plugged and abandoned well sites, (Timmy #1-3), but the surface has not been reclaimed. The successful bidder will be required to submit a \$10,000 bond or adequate bonding to assume liability for the reclamation unless adequate statewide or nationwide bond coverage is being maintained.

NM-201001-021 640.000 Acres

T.0200N, R.0030W, 23 PM, NM
Sec. 021 ALL;
Sandoval County
Albuquerque FO
NMNM 99702
Stipulations:
NM-11-LN Special Cultural Resource
RP-11 CSU Torrejon Fossil ACEC

OKLAHOMA PUBLIC DOMAIN - NE

NM-201001-022 2.000 Acres

T.0050N, R.0140E, 17 PM, OK
Sec. 034 LOTS 1;
Pittsburg County
Tulsa FO
Stipulations:
NM-10 Drainage
ORA-2 CSU Wetland/Riparian
WO-ESA-7 Endangered Species Act

The successful bidder must
execute a Federal
Communitization Agreement to
allocate future royalty. The
successful bidder has no right
to a share of the production
revenue prior to the effective
date of the lease and this
should not be considered a
part of the value of the lease
for bidding purposes.

NM-201001-023 40.000 Acres

T.0050N, R.0160E, 17 PM, OK
Sec. 016 E2 OF L78, TOWNSITE 13;
 016 W2SESW;
Pittsburg County
Tulsa FO
OKNM 104708
Stipulations:
NM-10 Drainage
ORA-1 CSU Floodplain Protection
ORA-2 CSU Wetland/Riparian
WO-ESA-7 Endangered Species Act

OKLAHOMA ACQUIRED - NE

NM-201001-024 80.000 Acres

T.0180N, R.0100E, 17 PM, OK
Sec. 031 W2SE;
Creek County
Tulsa FO
CORPS OF ENGINEERS
HEYBURN LAKE
US MIN INT - 25%
OKNM 97187
Stipulations:
COE-SS-1A Heyburn Lake Project
ORA-1 CSU Floodplain Protection
ORA-2 CSU Wetland/Riparian
WO-ESA-7 Endangered Species Act

NM-201001-025 38.000 Acres

T.0060N, R.0160E, 17 PM, OK
Sec. 029 SENW, LESS AND EXCEPT 2AC;
 029 SEE EXH A FOR M&B;
Pittsburg County
Tulsa FO
CORPS OF ENGINEERS
EUFAULA LAKE PROJECT
OKNM 071648
Stipulations:
COE-SS-1A Eufaula Lake Project

NM-201001-026 80.000 Acres

T.0180N, R.0190E, 17 PM, OK
Sec. 024 N2SWSENW, W2NWSW;
 024 N2NWSWSW;
 024 NESWNW, S2SWNW, N2SENW;
Wagoner County
Tulsa FO
CORPS OF ENGINEERS
FT GIBSON LAKE
OKNM 45949
Stipulations:
COE-SS-1A Ft. Gibson Lake Project

OKLAHOMA ACQUIRED - NW

NM-201001-027 120.000 Acres

T.0240N, R.0220W, 17 PM, OK
Sec. 026 W2NW, SENW;
Woodward County
Tulsa FO
CORPS OF ENGINEERS
FT. SUPPLY LAKE
OKNM 60378, OKNM 75504
Stipulations:
COE-SS-1A Ft. Supply Lake Project

NM-201001-028 158.220 Acres

T.0130N, R.0250W, 17 PM, OK
Sec. 005 LOTS 3,4;
 005 E2SW;
Roger Mills County
Tulsa FO
FOREST SERVICE
BLACK KETTLE NATIONAL GRASSLANDS
OKNM 100493, OKNM 115030
Stipulations:
FS1-Cibola National Forest
FS3(OK)NS01
Sec. 5: L 3,4.
FS3(OK)CSU1
FS3(OK)CSU2

NM-201001-029 320.000 Acres

T.0130N, R.0250W, 17 PM, OK
Sec. 010 E2;
Roger Mills County
Tulsa FO
FOREST SERVICE
BLACK KETTLE NATIONAL GRASSLANDS
US MIN INT - 50%
OKNM 99099
Stipulations:
FS1-Cibola National Forest
FS3(OK)NS02
FS3(OK)CSU1
FS3(OK)CSU2

NM-201001-030 400.000 Acres

T.0130N, R.0250W, 17 PM, OK
Sec. 028 N2,N2SE;
Roger Mills County
Tulsa FO
FOREST SERVICE
BLACK KETTLE NATIONAL GRASSLANDS
OKNM 115030
Stipulations:
FS1-Cibola National Forest
FS3 (OK) CSU1
FS3 (OK) CSU2

A bond is required in the amount
of \$131,000.00 to cover the
plugging liability associated
with the Roger Mills Well
located on this parcel.

TEXAS ACQUIRED

NM-201001-031 319.570 Acres

TX
TR S-2K-II PARCEL #21;
SEE EXH B FOR M&B W/MAP;
Sabine County
Tulsa FO
SABINE RIVER AUTHORITY
TOLEDO BEND RESERVOIR
Stipulations:
ORA-4 NSO
WO-ESA-7 Endangered Species Act
QUAD NO. 3193242

NM-201001-032 35.000 Acres

TX
TR W-E-420;
SEE EXH C FOR M&B W/MAP;
Hill County
Tulsa FO
CORPS OF ENGINEERS
WHITNEY LAKE
Stipulations:
COE-Statement of Availability
COE-NSO-Whitney Lake

NM-201001-033 50.360 Acres

TX
TR S-65;
SEE EXH D FOR M&B W/MAP;
Sabine County
Tulsa FO
FOREST SERVICE
SABINE NATIONAL FOREST
US MIN INT-100%-22.36AC; 93.75%-28.00AC
TXNM 103445
Stipulations:
FS1-Lufkin
FS8 (TX) CSU-1A
FS8 (TX) CSU-1I
QUAD NO. 3193321

NM-201001-034 210.970 Acres

TX
TR S-2k-II PARCEL #22;
SEE EXH E FOR M&B W/MAP;
Sabine County
Tulsa FO
FOREST SERVICE
SABINE NATIONAL FOREST
Stipulations:
FS1-Lufkin
FS8 (TX) CSU-1A
FS8 (TX) CSU-1E
FS8 (TX) CSU-1I
FS8 (TX) NSO-3
FS8 (TX) LN-4
QUAD NOS. 3193242, 3193213

NM-201001-035 192.000 Acres

TX
TR S-1Bi;
SEE EXH F FOR M&B W/MAP;
Shelby County
Tulsa FO
FOREST SERVICE
SABINE NATIONAL FOREST
TXNM 103332
Stipulations:
FS1-Lufkin
FS8 (TX) CSU-1A
FS8 (TX) CSU-1I
QUAD NO. 3194414

NM-201001-036 1371.870 Acres

TX
TR S-1a-I PARCEL #4;
SEE EXH G FOR M&B W/MAP;
Shelby County
Tulsa FO
FOREST SERVICE
SABINE NATIONAL FOREST
TXNM 94568
Stipulations:
FS1-Lufkin
FS8 (TX) CSU-1A
FS8 (TX) CSU-1I
QUAD NO. 3193332

NM-201001-037 298.960 Acres

TX
TR A-22;
SEE EXH H FOR M&B W/MAP;
Tarrant County
Tulsa FO
CORPS OF ENGINEERS
BENBROOK LAKE
Stipulations:
COE-NSO-Benbrook Lake Project

NM-201001-038 45.765 Acres

TX
TR 413 (PT), 414, 415-1;
TR 415-2 (PT), 416;
SEE EXH I FOR M&B;
Tarrant County
Tulsa FO
CORPS OF ENGINEERS
JOE POOL LAKE PROJECT
Stipulations:
NM-10 Drainage
ORA-4 NSO

The successful bidder will be
required to join Communitization
Agreement No. TXNM 120211 prior
to lease issuance.

Operator:
XTO Energy Inc.
810 Houston St., #2000
Ft. Worth, TX 76102-6298

NM-201001-039 520.200 Acres

TX

027 TR A-101;
027 BLOCK E EL&RR RR CO SRVY;
030 TR A-102;
033 TR A-103, A-104;
SEE EXH J FOR M&B W/MAP;

Terry County

Tulsa FO

PENDING PRESALE OFFER NO. TXNM 113601

Stipulations:

ORA-1 CSU Floodplain Protection

ORA-2 CSU Wetland/Riparian

WO-ESA-7 Endangered Species Act

NM-201001-040 31.690 Acres

TX

TR 490-B;

Wise County

Tulsa FO

TXNM 86832

Stipulations:

ORA-1 CSU Floodplain Protection

ORA-2 CSU Wetland/Riparian

WO-ESA-7 Endangered Species Act

QUAD NOS. 3397132, 3397241

NM-201001-041 163.310 Acres

TX

TR 675,677;

Wise County

Tulsa FO

FOREST SERVICE

LBJ NATIONAL GRASSLANDS

TXNM 98648, TXNM 98649

Stipulations:

FS1-Lufkin

FS8 (TX) CSU-1B

FS8 (TX) CSU 1K

QUAD NO. 3397242

NM-201001-042 **159.040 Acres**

TX
TR 851;
Wise County
Tulsa FO
FOREST SERVICE
LBJ NATIONAL GRASSLANDS
TXNM 77177
Stipulations:
FS1-Lufkin
FS8 (TX) CSU-1B
FS8 (TX) CSU-1K
FS8 (TX) NSO-2
QUAD NO. 3397231

Number of Parcels - 44

Total Acreage - 18,837.225

**Total Number of Parcels
with Presale Offers - 1**

**Parcel Number with Presale
offer - NM-201001-039**

**Total Acreage with Presale
offer - 520.20**

**ANY PORTION OF THE LISTED LANDS MAY
BE DELETED UPON DETERMINATION THAT
SUCH LANDS ARE NOT AVAILABLE FOR
LEASING.**

NM-201001-043 **50.000 Acres**

TX
TR 1412;
Wise County
Tulsa FO
TXNM 87210
Stipulations:
ORA-1 CSU Floodplain Protection
ORA-2 CSU Wetland/Riparian
WO-ESA-7 Endangered Species Act
QUAD NOS. 3397213, 3397242

NM-201001-044 **638.600 Acres**

TX
TR NR1-1, NR-3, NR-14, NR15-1;
SEE EXH K FOR MAP;
Live Oak County
Tulsa FO
BUREAU OF RECLAMATION
NUECES RIVER PROJECT
TXNM 41452
Stipulations:
BOR GP-135
QUAD NOS. 2898134, 2898143, 2898421
,

This parcel may have a
nonparticipating royalty interest
(NPRI) reserved. This is a separate
royalty payment in addition to the
royalty paid to the United States
under the terms of any BLM Lease
issued, and is paid by the lessee
directly to the NPRI owner.

We're On-Line!!

**BLM, New Mexico
Oklahoma
Kansas
Texas**

blm.gov/nm



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