United States Department of the Interior

BUREAU OF LAND MANAGEMENT
Nevada State Office
1340 Financial Boulevard
Reno, NV 89502-7147
www.blm.gov

July 17, 2026

Notice of Competitive
Oil and Gas Internet Lease Sale

In accordance with the *Mineral Leasing Act*, as amended, and the BLM regulations at 43 CFR 3120, the Bureau of Land Management (BLM) is offering 14 parcel(s) containing 20,600.11 acres in Nevada for internet-based competitive oil and gas leasing. This notice describes:

· The date, time, and place of the sale;
· How to participate in the bidding process;
· The sale process;
· The conditions of the sale; and
· How to file a protest

Attached is a list of lands we are offering by serial number, parcel number, and land description. We have included any stipulations, lease notices, or special conditions 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% interest in the oil and gas mineral rights and less than 12.5% royalty interest.

For your convenience, additional sale documentation is located on https://nflss.blm.gov/s/.

When and where will the sale take place?

When: The sale date is September 16, 2026. The open bidding period will begin at 7:00 a.m. Pacific Standard Time (PST) / 9:00 a.m. Central Standard Time (CST). Each parcel will have its own unique open bidding period, with start and stop times clearly identified on the auction website. The open bidding period for each parcel will run for 1 hour(s), from start to finish, and bids will ***only*** be accepted during a parcel's open bidding period.

Where: The sale is held online at https://app.efficientmarkets.com/government-listings. Parcels may be viewed online at the Efficient Markets website approximately 10 business days after the posting of this Notice of Competitive Oil and Gas Internet Based Lease Sale on the National Fluids Lease Sale System (NFLSS) website at https://nflss.blm.gov/s/.

Access: The auction website is open to the public. The internet-based lease sale can be observed in real-time. However, you must register as a bidder on the website, in advance, to submit bids for a parcel. The auction website will be active and available for use approximately 10 days after the date of this Notice of Competitive Lease Sale and will remain available for viewing until the completion of the auction. The available parcels listed in this Notice will be detailed on the website. Interested parties may visit the website at any time.

Potential bidders may register for the online auction as soon as the auction website is active. Further, potential bidders are encouraged to visit the website prior to the start of the open bidding period to become familiar with the site and review the bidding tutorial. Supporting documentation is available on the website to familiarize new users with the process and answer frequently asked questions.

How will the sale be conducted?

The sale will be conducted ***by online bidding only***. The online auction will be a sequential, ascending clock, fixed period, English auction. Each parcel will have its own unique open bidding period, with start and stop times clearly identified on the auction website. The open bidding period for each parcel will run for 1 hour, from start to finish. Bids will only be accepted for each parcel during its open bidding period. Each parcel will close bidding sequentially so that each bidder will know if they are the highest winning bid before subsequent parcels close. The website will display each current high bid, and the high bid bidder's number. The winning bid is the highest bid per acre received, equal to or exceeding the minimum acceptable bid, which is on record in the online auction system by the close of the auction period.

The online system allows participants to submit maximum bids to enable a bidder to participate in the online auction without having to be logged into the website at the time the auction period closes. The auction website provides a full explanation of placing maximum bids, as well as an explanation of how the bids are placed on your behalf to maintain your high bidder status up to the selected maximum bid amount. The BLM strongly encourages potential bidders to review the bidding tutorial, in the Frequently Asked Questions area on the auction website in advance of the online lease sale.

How do I participate in the bidding process?

To participate in the BLM bidding process, you must register and obtain a bidder number. A participant can register to bid at the auction website https://app.efficientmarkets.com/government-listings approximately 10 days after posting of this Notice on the NFLSS website. Participants are encouraged to register early, to familiarize themselves with the bidding instructions and ensure they have ample time to complete all required registration steps before the open bidding period commences.

If an entity is bidding for more than one party, they **must register separate credentials**, satisfy all registration requirements and **obtain a separate bidder number for each company or individual** they wish to represent.

You do not have to be "present" in the auction to participate as a bidder. The online auction provides a "maximum bid" bidding option. By using this "maximum bid" option, you are asking the system to bid automatically on your behalf, up to an amount you specify.

When registering as a bidder on the auction website, you will be required to sign a statement to confirm any bid you cast will represent a good-faith intention to acquire an oil and gas lease and you understand any winning bid will constitute a legally binding commitment to accept the terms of the lease and pay monies owed. Further, you will acknowledge, through self-certification of the enhanced bidder form, 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; acceptance of a lease; or payment of monies owed; and that any such offense may result in a fine or imprisonment for not more than 5 years or both. You will also acknowledge that you understand it is a crime under 30 U.S.C. 195 (a) and (b) to organize or participate in any scheme to defeat provisions of the mineral leasing regulations. Any person who knowingly violates this provision will be punished by a fine of not more than $500,000, imprisonment for not more than 5 years, or both.

If you, or the party you represent, owe the United States any monies due the day of a previous oil and gas lease auction conducted by any BLM office (the minimum monies owed the day of sale), or any monies owed Efficient Markets for a previous oil and gas lease auction conducted by Efficient Markets for any BLM office, you will not be allowed to register to bid at this lease sale.

The Mineral Leasing Act requires 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, that does not pay the minimum monies owed the day of the sale is not a "responsible qualified bidder" and will be barred from participating in any oil and gas lease auction nationwide until the bidder settles that debt to the United States. In addition, if you or the party you represent defaults at any three sales conducted by any BLM office, you or the party you represent will be barred permanently from participating in any other BLM oil and gas lease sale auction.

<u>Provisions Pertaining to Certain Transactions by Foreign Persons Involving Real Estate in the United States</u>

The Office of Investment Security, Department of the Treasury issued a final rule, effective February 13, 2020, establishing regulations to implement the provisions relating to real estate transactions in section 721 of the Defense Production Act of 1950, as amended by the Foreign Investment Risk Review Modernization Act of 2018. The final rule was published at 85 Fed. Reg. 3158 (Jan. 17, 2020) and codified at 31 CFR part 802.

The rule sets forth the process relating to the national security review by the Committee on Foreign Investment in the United States (CFIUS) of certain transactions, referred to in the rule as "covered real estate transactions," that involve the purchase or lease (including an assignment or other transfer) by, or concession to, a foreign person of certain real estate in the United States. Covered real estate transactions could include some transactions involving the Federal mineral estate.

The CFIUS looks not only at the entities that are lessees, but also to any [legal] person with the ability to exercise control, as defined by the statute and its implementing regulations, over the lessee. CFIUS is authorized to review covered real estate transactions and to mitigate any risk to the national security of the United States that arises as a result of such transactions. This could result in the modification, suspension, or prohibition of a lease or interest therein.

Accordingly, BLM recommends that each potential bidder, lessee, or [other] interest holder review the final rule before bidding on or acquiring an interest in a Federal oil and gas lease.

For further information, please refer to the CFIUS page:

https://home.treasury.gov/policy-issues/international/the-committee-on-foreign-investment-in-the-united-states-cfius

What is the sale process?

Starting at the posted opening date and time for each parcel:

· All bids are on the gross (total) per-acre basis, rounded up to whole acres, for the entire acreage in the parcel. 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
$1,010 ($10 x 101 acres).

· All bids start at the minimum acceptable bid of $10 per acre, or fraction of an acre, thereof.

· All bids are made in minimum increments of $1.00 per acre, or fraction of an acre thereof.

· The winning bid is the highest received bid, equal to or exceeding the minimum acceptable bid, which is on record in the online auction system at the close of the auction period.

· You cannot withdraw a bid once a bid is placed and the auction system determines you are the high bidder.

· **The decision of the BLM, as presented on the auction website's bid history at https://www.efficientmarkets.com/, is final.**

How long will the sale last?

Each parcel will have its own unique open bidding period, with start and stop times clearly identified on the auction website. The open bidding period for each parcel will run for 1 hour(s), from start to finish. The length of the sale depends on the number of parcels we are offering.

What conditions apply to the lease sale?

- **Parcel withdrawal or sale postponement:** We reserve the right to withdraw any or all parcels before the sale begins. If we withdraw a parcel or a sale is postponed, we will post a notice on the NFLSS website, on the auction website, and post information in the Nevada State Office Information Access Center (Public Room) before the sale begins. If the sale is postponed, the BLM will hold a replacement sale during the same fiscal year.

- **Fractional mineral interests:** 43 CFR 3120.12(d) We will indicate in the parcel listing if the United States owns less than 100 percent of the oil and gas mineral interest for the land(s) in a parcel. When we issue the lease, it will be for the percentage or fraction of interest the United States owns. However, the bonus bid and advance rental payment is calculated based on the gross (total) acreage in the parcel, not the United States net interest. For example, if a parcel contains 199.31 acres and the United States owns 50 percent of the oil and gas mineral interest, the minimum bonus bid will be $2,000 ($10 x 200 acres) and the advance first year annual rental will be $600 ($3.00 x 200 acres) for the first 2 years and $1,000 ($5.00 x 200 acres) for lease years 3 thru 8 and $3,000 ($15.00 x 200 acres) for the remainder of the lease term. Conversely, your chargeable acreage and royalty on production will be calculated on the United States net acreage.

- **Fractional royalty interests:** We will indicate as part of the parcel listing if the United States owns less than 12.5 percent of the oil and gas royalty interest for the land(s) in a parcel. When we issue the lease, it will be for the percentage or fraction of interest the United States owns.

- **Payment due:** You cannot withdraw a bid. Your bid is a legally binding contract. For **each parcel you are the successful high bidder, you must pay the minimum bonus bid of $10 per acre or fraction of an acre; the first year's advance rental of $3.00 per acre or fraction of an acre; and a non-refundable administrative fee of $3,175.00.** These are monies you owe the United States, whether or not a lease is issued. **You must submit payment of these monies to the BLM Nevada State Office prior to 4 p.m. Pacific Standard Time**, on (date). Payment will be made directly to the BLM Nevada State Office. **Payments to the BLM will not be made through the auction website.** At the conclusion of each parcel's bidding period, the winning bidder will be provided instructions by the online auction system on how to make the required payment to the BLM. You will be required to pay the buyer's premium to Efficient Markets, 1.5% of any successful bonus bid plus the first year's rental, in order to participate in the internet-based lease sale.

If your bonus bid was more than $10 per acre or fraction of an acre and you do not pay the full amount by (same date as above), you must pay any balance due by the close of business on the 10th working day after the last day of the internet-based auction closes. **Remaining balance will be due in the Nevada State Office by 4 p.m. Pacific Standard Time, September 30, 2026. If you do not pay in full by this date, you lose the right to the lease and all money paid the day of the sale.** If you forfeit a parcel, we may offer it again at a future sale.

The minimum monies owed on the day of the sale for a winning bid are monies owed to the United States [43 CFR 3120.52(b) and 43 CFR 3120.53(a)]. If we do not receive payment of the minimum money owed by the date and time above, the BLM will continue to pursue collection by issuing a bill for the monies owed and your offer will be rejected. If we do not receive payment by the bill due date, we will send a demand letter to you that will include additional fees. If we do not receive payment as requested by the demand letter, the U.S. will immediately pursue collection by all appropriate methods, and when appropriate, collect late fees, interest, administrative charges, and assess civil penalties on past-due amounts. "All appropriate methods" include, but are not limited to, referral to collection agencies and credit reporting bureaus; salary or administrative offset; offset of Federal and State payments, including goods or services; and Federal and State tax refund offset; and retirement payment offset. We may send debts to the Internal Revenue Service (IRS) and the IRS may charge them 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; 31 CFR Part 285).

• **Forms of payment:** Specific payment instructions will be provided by the online auction system to winning bidders. You may pay by:
  - Electronic Funds Transfer (EFT);
  - Automated Clearing House (ACH); and/or
  - Credit card (Discover, Visa, American Express, or MasterCard only).
  - We cannot accept cash.

<u>Please note</u>, in accordance with the Department of Treasury Financial Manual, Announcement No. A-2014-04, the BLM cannot accept credit card payments for an amount equal to or greater than $24,999.99. The BLM cannot accept aggregated smaller amounts to bypass this requirement. An amount owed that exceeds the maximum dollar amount for a credit card payment transaction may not be split into two or more payment transactions in the same day by using one or more credit cards. The BLM does not have Personal Identification Number (PIN) equipment for the purpose of processing PIN authorized debit cards. All debit card transactions will be processed as credit cards and the dollar value limits will apply.

If you plan to make your payment using a credit card, you should contact your bank prior to the sale to let them know that you will be making a substantial charge against your account. If the credit card transaction is refused, we will try to notify you early enough so that you can make other payment arrangements; ***<u>however, we cannot grant you any extension of time to submit payment to the BLM.</u>***

<u>Please note</u>, in accordance with Executive Order (E.O.) 14247, *Modernizing Payments To and From America's Bank Account*, signed on March 25, 2025, the BLM will not accept payments made by personal check, certified check, or money order for this lease sale. This E.O. states "As soon as practicable, and to the extent permitted by law, all payments made to the Federal Government shall be processed electronically." This provision of the Notice of Competitive Lease Sale supersedes the BLM's regulations found at 43 CFR 3103.11. The BLM would allow alternative payment options from an individual or entity if they request and qualify for an exception from submitting an electronic payment on a case-by-case basis.

• **Bid form:** On the day of the sale, if you are a successful winning high bidder, you must submit (email or fax) to the BLM a properly completed and signed competitive bid form (Form 3000-2). This form is a legally binding offer **by the prospective lessee** to accept a lease and all its terms and conditions. Once you sign the form, you cannot change it. The online auction system will provide the successful winning bidder with a fillable pdf of this bid form and instructions on how to submit the form to the Nevada State Office after the auction. We will not accept any bid form that has information crossed out or is otherwise altered. **We will not issue a lease until we receive a signed copy of the bid form in accordance with 43 CFR 3102.40(a).**

The bid form will be provided as a part of the bidder registration process and you will be required to certify that you will complete and execute the form should you be the winning high bidder at the close of the auction. This notice also includes a copy of the bid form.

Your completed bid form certifies that:

1. You and/or the prospective lessee are qualified to hold an oil and gas lease under our regulations 43 CFR 3102.52; and

2. Both of you have complied with 18 U.S.C. 1860, a law that prohibits unlawful combinations, intimidation of, or 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 land and 246,080 acres of acquired land (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, communitization agreement or development contract that you hold, own or control and was paid in the preceding calendar year is excluded from chargeability for acreage limitation purposes. The acreage limitations and certification requirements apply to competitive oil and gas lease bids, 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 additional time under 43 CFR 3101.24, to divest excess acreage acquired through merger or acquisition.

- **Lease Issuance:** After we receive the signed bid form, all monies due, and protests have been resolved, 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 request in writing to do this. The request must be received before the lease is signed.
- **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 in paying quantities is produced on or for the benefit of the lease. **Rental at $3.00 per**

acre for the first 2 years, $5.00 per acre for years 3 thru 8, and $15.00 per acre thereafter is due on or before the anniversary date with the first year's rental paid to the BLM and subsequent payments paid to the Office of Natural Resources Revenue (ONRR) each year until production begins. If subsequent rental payments are not received by ONRR **on or before** the lease anniversary date (also known as lease effective date), the lease will automatically terminate by operation of law. It is strongly recommended to make rental payments at least 7 to 10 days prior to the lease anniversary date. Any lease rental payments misfiled to the BLM will not be forwarded to ONNR and a misfiled payment does not constitute an excuse for not making the payment **on or before** the lease anniversary date.

The royalty rate that applies to the lands offered in this lease sale is a fixed 12.5 percent. Once a lease is producing, you must pay a royalty of 12.5 percent (or as the lease is amended) of the value or the amount of production removed or sold from the lease. This royalty rate may supersede the royalty rate stated in the BLM's standard lease form (Form 3100-11). You will find other lease terms on the standard lease form.

- **Split Estate:** Information regarding leasing of Federal minerals under private surface, referred to as "Split Estate," is available at the following Washington Office website: https://www.blm.gov/programs/energy-and-minerals/oil-and-gas/leasing/split-estate. A Split Estate brochure is available at this site. The brochure outlines the rights, responsibilities, and opportunities of private surface owners and oil and gas operators in the planning, lease sale, permitting/development, and operations/production phases of the oil and gas program.

- **Stipulations:** Stipulations are part of the lease and supersede any inconsistent provisions of the lease form. They are requirements on how you conduct operations. These stipulations are included in the parcel descriptions on the attached list.

  All Federal oil and gas lease rights are granted subject to applicable laws under Section 6 of the lease terms including requirements under the Endangered Species Act, as amended, 16 U.S.C. 1531 *et seq*. In accordance with Washington Office (WO) Instruction Memorandum (IM) No. 2002-174, each parcel included in this lease sale will be subject to the Endangered Species Act Section 7 Consultation Lease Notice. In accordance with WO IM No. 2005-003, Cultural Resources and Tribal Consultation, for Fluid Minerals Leasing, each parcel in this sale will be subject to the Cultural Resource Protection Lease Notice.

- **Unit and Communitization Agreements:** Parcels offered in this Notice may fall within an authorized Unit or Communitization Agreement. If the parcel falls within an authorized Unit or Communitization Agreement, the successful bidder may be required to join the agreement. Any lands included in this Notice that are determined to be in a unit prior to lease issuance are subject to regulation 43 CFR 3101.30.

How do I submit an Expression of Interest (EOI) Application?

An Expression of Interest (EOI) application is an informal nomination requesting certain lands be included in an oil and gas competitive lease sale. Regulations pertaining to competitive oil and gas leasing can be found in 43 CFR 3120. This request must be submitted via the National Fluids Lease Sale System (NFLSS) at https://nflss.blm.gov/s/.

- The EOI application must contain a complete legal land description (including metes and bounds description, if applicable).
- Provide proof of Federal mineral ownership (e.g. Deed(s), Patent(s), or other form of mineral interest conveyance to the United States), if applicable.
- Provide the name and address of all current surface owner(s), if applicable.

If you are submitting an EOI application which includes split estate lands (private surface/federal minerals), you must provide the name and address of the current private surface owner(s) along with your EOI application. The BLM will send a courtesy letter to the surface owner(s) providing notice of the scheduled auction as well as information about the BLM's regulations and procedures for Federal oil and gas leasing and development on split estate lands. An EOI application that does not provide the name and address of the private surface owner(s) will not be processed by the BLM.

All EOI applications, including the name of the nominator, will be made available for public review and inspection in their entirety.

How do I file a noncompetitive offer after the sale?

Lands that do not receive a bid are available on a first-come, first-served basis for a 2-year period, beginning the day after the sale. The noncompetitive offers are handled directly by the BLM and not through the internet leasing website. If you want to file a noncompetitive offer on an unsold parcel, you must file:

• Form 3100-11, *Offer to Lease and Lease for Oil and Gas* properly completed and signed. Describe the lands in your offer by the single parcel number. Do not combine parcels or change the legal land description in your offer; and

• Your payment for the total of the $75 filing fee and the advanced first year's rental ($3.00 per acre or fraction of an acre). Remember to round up any fractional acreage when you calculate the amount of rental.

Submit the aforementioned items to the BLM Nevada State Office Information Access Center (Public Room) in person or by mail. The BLM considers all offers filed the day of a sale and the first business day after it, for any of the unsold parcels, filed at the same time. If a parcel receives more than one offer, the BLM will hold a public drawing to pick the winner (43 CFR 1822.18). A noncompetitive offer filed before the lease sale occurs will be rejected as a premature filing.

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

We have tentatively scheduled our next competitive sale for December 2026. We can make no guarantee as to when a given parcel will be offered for competitive sale. We will try to put EOIs in the earliest possible sale.

Replacement sales: The BLM will hold a replacement sale within 30 calendar days, on October 6, 2026, for any parcels that do not receive a bid, when a competitive auction does not receive bids on 25 percent or greater of the acres offered. This complies with Section 50101(c)(3)(B) of the One Big Beautiful Bill, Pub. L. 119-21, which states, "The Secretary of the Interior shall conduct a replacement sale during the same fiscal year if (B) during a lease sale under paragraph (1) the percentage of acreage that does not receive a bid is equal to or greater than 25 percent of the acreage offered."

How can I find out the results of this sale?

The sale results will be posted on the BLM NFLSS website at https://nflss.blm.gov/s/ and on the Efficient Markets auction website at https://www.efficientmarkets.com/about/government-sales-results/. Paper copies are available for viewing or purchase at the BLM Nevada State Office Information Access Center. Please be advised the name of the successful high bidder (lessee) of the lease shall be made publicly available.

May I protest the BLM's decision to offer the lands in this Notice for lease?

Yes, under regulation 43 CFR 3120.13, 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 within 30 calendar days of the posting date of this Notice. All protests must be received no later than **4 pm Pacific Standard Time on August 16, 2026**. If our office is not open on the 30th day after the posting, a protest received on the next day our office is open to the public will be considered timely filed. **We will dismiss a late-filed protest.**

- The protest must include a statement of reasons to support the protest. We will dismiss a protest filed without a statement of reasons.

- To the extent you submit exhibits or attachments to any submitted protest, you must provide a summary of the attached documents and explain why they are important for us to consider. If the submittal fails to include the requested summary, BLM may not consider any information in the exhibits or attachments during its decision- making process.

- A protest must state the interest of the protesting party in the matter, including the name and address of the protesting party, **and reference the specific serial number that is being protested**.

- You may file a protest either by hand delivery or mailed in hardcopy form. You may not file a protest by electronic mail.

- 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 association authorizes an individual member of its group to act on their behalf, the individual cannot make a protest in the group's name.

- The protest document must be signed. **Unsigned protest documents will be dismissed.**

- Please be advised that all protest information and correspondence shall be made publicly available.

Any protests, including names and street addresses, you submit will be made available for public review on the BLM NFLSS website at https://nflss.blm.gov/s/. Individual respondents may request confidentiality. If you wish to withhold your personal identifiable information from public review or from disclosure under the Freedom of Information Act (FOIA), you must state this prominently at the beginning of your written comment. Such requests will be honored to the extent allowed by law. All submissions from organizations or businesses, and from individuals identifying themselves as representatives or officials of organizations or businesses, will be made available for public inspection in their entirety.

If the 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 on the BLM NFLSS website and the auction website prior to the start of the online auction. We will also announce on the websites a decision to either withdraw the parcel or proceed with the auction. If the protest is resolved prior to the sale, we will provide copies of our decision on the BLM NFLSS website at https://nflss.blm.gov/s/.

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

We will make every effort to decide the protest prior to the sale, but no later than 60 days after the sale. We will not issue a lease for a protested parcel until the protest is either upheld or denied.

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 3120.53), you may not withdraw your bid.

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

If we uphold a protest and withdraw the parcel from leasing, we will reject your bid and refund the first year's rental, bonus bid, and administrative fee. The buyer's premium will be handled between Efficient Markets and the buyer. 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. If you do not accept the additional stipulations, we will reject your bid and refund the first year's rental, bonus bid, and administrative fee.

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

Yes. An appeal from the State Director's decision must meet the requirements of 43 CFR 4, Subpart E, and Part 1840.

If you choose to file an appeal, your appeal to the Interior Board of Land Appeals (IBLA), Office of Hearings and Appeals, must be filed in accordance with the regulations contained in 43 CFR Part 4. The notice of appeal must be filed no later than 30 days after the date of receiving notice of this decision. Any notice of appeal must be filed with the IBLA as specified in § 4.407(a) and concurrently served as specified at § 4.407(b). Your filing must include a copy of the decision being appealed, a statement of standing, and a statement of timeliness.

May I appeal the BLM's decision to deny my protest?

Yes. An appeal from the State Director's decision must meet the requirements of 43 CFR 4, Subpart E. and Part 1840.

If you choose to file an appeal, your appeal to the IBLA, Office of Hearings and Appeals, must be filed in accordance with the regulations contained in 43 CFR Part 4. The notice of appeal must be filed no later than 30 days after the date of receiving notice of this decision. Any notice of appeal must be filed with the IBLA as specified in § 4.407(a) and concurrently served as specified at § 4.407(b). Your filing must include a copy of the decision being appealed, a statement of standing, and a statement of timeliness.

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 a refund of the bonus bid, rentals, administrative fees, and Efficient Market's buyer premium, 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, administrative fee, and Efficient Market's buyer premium.

Who should I contact if I have questions?

If you have questions on BLM stipulations, lease notices, etc., please contact the appropriate BLM Field Office for assistance.

If you have questions on another surface management agency's stipulations or restrictions, etc., please contact that agency.

For general information about the competitive oil and gas lease sale process, or this Notice of Competitive Lease Sale, you may e-mail or call: jestrella@blm.gov or (775) 861-6500.

LACY TRAPP Digitally signed by LACY TRAPP Date: 2026.07.15 15:14:59 -07'00'

Lacy Trapp,
Deputy State Director of Energy and Minerals (Acting)

Form 3000-2
(March 2023)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

COMPETITIVE OIL AND GAS OR GEOTHERMAL RESOURCES LEASE BID

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Mineral Leasing Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Geographic State
Date of Sale

THE BID IS FOR *(check one)*:	AMOUNT OF TOTAL BID *(see instructions below)*	
☐ Oil and Gas Serial/Parcel No. ____________		
☐ Geothermal Serial/Parcel No. ____________		
☐ NPR-A Tract No. ____________	AMOUNT OF TOTAL BID	PAYMENT SUBMITTED WITH BID
☐ Joint Bidders *(see instructions below)*		

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 3203. (*See details concerning lease qualifications on next page.)*

I CERTIFY THAT (1) I have read and am in compliance with; and not in violation of the lessee qualification requirements under the applicable regulations for this bid; (2) this bid is not in violation of 18 U.S.C. 1860, which prohibits unlawful combination or intimidation of bidders; and (3) 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

(Name of President of Company for Lessee)

__________ (City) __________ (State) __________ (Zip Code)

____
(Name of Vice President of Company for Lessee)

☐ See Attachment for additional principals

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

1. Separate bid form for each lease/parcel or block is required. Identify by the serial/parcel number assigned in the *Notice of Competitive Lease Sale.*
2. Bid must be accompanied by the national minimum acceptable bid (oil and gas: $10.00 per acre; geothermal: twenty percent of the total bid), the first year's rental (oil and gas: $3.00 per acre; geothermal: $2.00 per acre), and the administrative fee (see 43 CFR 3000.12). The remittance must be in the form specified: (1) for oil and gas leases in 43 CFR 3103.1-1; and (2) for geothermal resources leases in 43 CFR 3203.17. The remainder of the bonus bid, if any, must be submitted to the proper Bureau of Land Management (BLM) office within 10 working days for oil and gas, and 15 calendar days for geothermal, after the last day of the competitive auction. **Failure to submit the remainder of the bonus bid within the statutory (or regulatory) timeframe will result in rejection or revocation, as appropriate, 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 competitive auction. If signed before the competitive auction, this form cannot be modified without being executed again. In view of this requirement, the bidder may wish to leave the AMOUNT OF TOTAL BID section blank so that final bid amount may be either completed by the bidder or the BLM at the close of the competitive auction.
5. See 2 CFR 180.995 for the definition of principals.

INSTRUCTIONS FOR OIL AND GAS:
NATIONAL PETROLEUM RESERVE--ALASKA (NPR-A) SEALED BID

1. Separate bid form for each tract is required.
2. AMOUNT OF TOTAL BID must be in whole dollar figure. Bid must be accompanied by one-fifth of the amount of the bid. The remittance must be in the form specified in 43 CFR 3132 for a NPR-A lease bid.
3. Mark the envelope "Sealed Bid for NPR-A Oil and Gas Lease Sale". Be sure correct tract number on which the bid is submitted and date of bid opening are noted plainly on envelope. Use standard size envelopes not to exceed 4-1/2" x 10-1/2". 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. There is no limit to the number of joint bidders that may participate. If joint bidders is marked above, attach on a separate sheet the name and address of the additional bidders, percent of interest of each bidder (total of all bidders must equal 100%), and signature for each joint bidder.
6. See 2 CFR 180.995 for the definition of principals.

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 page 2)

QUALIFICATIONS

For all leases that may be issued: The bidder/lessee shall comply with the Departments of the Interior's nonprocurement debarment and suspension regulations as required by 2 CFR 1400 subpart B and shall communicate the requirement to comply with these regulations to persons with whom it does business related to this lease by including this term in its contracts and transactions.

For leases that may be issued as a result of this sale under the Mineral Leasing Act (The Act) of 1920, as amended, the 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 the 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 (Title 30 U.S.C. Section 201(a)(2)(A)); (4) Be in compliance with reclamation requirements for all Federal oil and gas holdings as required by sec. 17 of the Act (Title 30 U.S.C. Section 226(g)); (5) Not be in violation of sec. 41 of the Act (Title 30 U.S.C. Section 195)); and (6) Certify that all parties in this bid are in compliance with 43 CFR parts 3000 and 3100 and the leasing authority 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 who is at least 18 years of age; an association of such citizens; a municipality; a corporation organized under the laws of the United States or of any State or Territory thereof; or a domestic governmental unit; and (2) Be in compliance with the acreage limitation requirements wherein the bidder's interests, direct and indirect, do not exceed 51,200 acres, and (3) Certify that all parties in this bid are in compliance with 43 CFR part 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 authority cited herein.

NOTICES

This form is exempt from the Paperwork Reduction Act of 1995 (P.L. 104-13) under 5 CFR 1320.3(h)(1).

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 bid for a competitive oil and gas or geothermal resource 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 rights to resources for which this bid is made. (2) Documentation for public information. (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: Disclosure of the information is voluntary. If all the information is not provided, your bid may be rejected.

Parcels

NV-2026-09-7111
Nevada, Elko District Office, Bureau of Land Management, Public Domain

T. 26 N., R. 51 E., 21 Meridian
Sec. 1 1-4;
Sec. 1 S2NE, S2NW, S2;
Sec. 2 1-4;
Sec. 2 S2NE, S2NW, S2.
Eureka County

1286.6 Acres

12.5% Royalty Rate

Stipulations:

DL-1174 NV-E-16-H-LN Sage-Grouse Habitat
DL-1334 NV-E-13-A-LN Existing Right of Way
DL-1368 NV-E-08-C-LN Fossils (PFYC-4)
DL-1369 NV-E-17-A-LN Bank Enabling Agreement Area
DL-3566 HQ-TES-1 Threatened and Endangered Species Act
DL-3567 HQ-CR-1 Cultural Resource Protection
DL-3568 HQ-MLA-1 Notice to Lessee Concerning Mineral Leasing Act Section 2(a)(2)(A)
DL-3640 NV-14-B-LN
DL-1243 NV-25-A-NSO Sage Grouse Habitat
DL-1248 NV-E-10-A-NSO Riparian Habitat
For the following lands:
NV T. 26 N., R. 51 E., Mount Diablo Meridian, Sec. 2 LOTS 3, 4, SENW, SESW

NV-2026-09-7113
Nevada, Elko District Office, Bureau of Land Management, Public Domain

T. 26 N., R. 51 E., 21 Meridian
Sec. 11 ALL;
Sec. 12 ALL.
Eureka County

1280 Acres

12.5% Royalty Rate

Stipulations:

DL-1356 NV-E-11-A-CSU Soil Slopes > 30 and < 40 percent
For the following lands:
NV T. 26 N., R. 51 E., Mount Diablo Meridian, Sec. 12 NENE
DL-1174 NV-E-16-H-LN Sage-Grouse Habitat
DL-1368 NV-E-08-C-LN Fossils (PFYC-4)
DL-1369 NV-E-17-A-LN Bank Enabling Agreement Area
DL-3566 HQ-TES-1 Threatened and Endangered Species Act

DL-3567 HQ-CR-1 Cultural Resource Protection
DL-3568 HQ-MLA-1 Notice to Lessee Concerning Mineral Leasing Act Section 2(a)(2)(A)
DL-3640 NV-14-B-LN
DL-1243 NV-25-A-NSO Sage Grouse Habitat
DL-1248 NV-E-10-A-NSO Riparian Habitat

NV-2026-09-7114

Nevada, Elko District Office, Bureau of Land Management, Public Domain

T. 26 N., R. 51 E., 21 Meridian
Sec. 14 ALL.
Eureka County

640 Acres

12.5% Royalty Rate

Stipulations:

DL-1174 NV-E-16-H-LN Sage-Grouse Habitat
DL-1245 NV-E-15-B-LN Existing Water Well
DL-1334 NV-E-13-A-LN Existing Right of Way
DL-1368 NV-E-08-C-LN Fossils (PFYC-4)
DL-1369 NV-E-17-A-LN Bank Enabling Agreement Area
DL-3566 HQ-TES-1 Threatened and Endangered Species Act
DL-3567 HQ-CR-1 Cultural Resource Protection
DL-3568 HQ-MLA-1 Notice to Lessee Concerning Mineral Leasing Act Section 2(a)(2)(A)
DL-3640 NV-14-B-LN
DL-1243 NV-25-A-NSO Sage Grouse Habitat
DL-1248 NV-E-10-A-NSO Riparian Habitat

NV-2026-09-7109

Nevada, Elko District Office, Bureau of Land Management, Public Domain

T. 27 N., R. 51 E., 21 Meridian
Sec. 23 ALL;
Sec. 24 ALL;
Sec. 25 ALL;
Sec. 26 ALL.
Eureka County

2560 Acres

12.5% Royalty Rate

Stipulations:

DL-1247 NV-E-10-B-CSU Riparian Habitat Buffer
For the following lands:
NV T. 27 N., R. 51 E., Mount Diablo Meridian, Sec. 23 NWNE, E2NW, SWNW
DL-1174 NV-E-16-H-LN Sage-Grouse Habitat
DL-1334 NV-E-13-A-LN Existing Right of Way
DL-1366 NV-E-12-B-LN Saleable Minerals: Community Pits

DL-1368 NV-E-08-C-LN Fossils (PFYC-4)
DL-1369 NV-E-17-A-LN Bank Enabling Agreement Area
DL-3566 HQ-TES-1 Threatened and Endangered Species Act
DL-3567 HQ-CR-1 Cultural Resource Protection
DL-3568 HQ-MLA-1 Notice to Lessee Concerning Mineral Leasing Act Section 2(a)(2)(A)
DL-3640 NV-14-B-LN
DL-1243 NV-25-A-NSO Sage Grouse Habitat
For the following lands:
NV T. 27 N., R. 51 E., Mount Diablo Meridian, Sec. 23 S2SW, S2SE; NV T. 27 N., R. 51 E., Mount Diablo Meridian, Sec. 25 SWNE, W2, NW, S2; NV T. 27 N., R. 51 E., Mount Diablo Meridian, Sec. 26 ALL
DL-1248 NV-E-10-A-NSO Riparian Habitat

NV-2026-09-7110

Nevada, Elko District Office, Bureau of Land Management, Public Domain

T. 27 N., R. 51 E., 21 Meridian
Sec. 36 ALL.
Eureka County

640 Acres

12.5% Royalty Rate

Stipulations:

DL-1174 NV-E-16-H-LN Sage-Grouse Habitat
DL-1368 NV-E-08-C-LN Fossils (PFYC-4)
DL-1369 NV-E-17-A-LN Bank Enabling Agreement Area
DL-3566 HQ-TES-1 Threatened and Endangered Species Act
DL-3567 HQ-CR-1 Cultural Resource Protection
DL-3568 HQ-MLA-1 Notice to Lessee Concerning Mineral Leasing Act Section 2(a)(2)(A)
DL-3640 NV-14-B-LN
DL-1243 NV-25-A-NSO Sage Grouse Habitat
DL-1248 NV-E-10-A-NSO Riparian Habitat

NV-2026-09-7116

Nevada, Elko District Office, Bureau of Land Management, Public Domain

T. 26 N., R. 52 E., 21 Meridian
Sec. 1 1-4;
Sec. 1 S2NE, S2NW, S2;
Sec. 2 1-4;
Sec. 2 S2NE, S2NW, S2;
Sec. 3 S2NE, SWNW, W2SW, SESW, SE EXCLUDE MS898238, MS873052;
Sec. 3 1-4;
Sec. 4 1-7;
Sec. 4 SWNE, S2NW, SW, W2SE.
Eureka County

2394.73 Acres

12.5% Royalty Rate

Stipulations:

DL-1356 NV-E-11-A-CSU Soil Slopes > 30 and < 40 percent
For the following lands:
NV T. 26 N., R. 52 E., Mount Diablo Meridian, Sec. 1 LOTS 1-4, S2NE, S2NW, S2; NV T. 26 N., R. 52 E., Mount Diablo Meridian, Sec. 2 LOTS 1-4, S2NE, S2NW, S2; NV T. 26 N., R. 52 E., Mount Diablo Meridian, Sec. 3 S2NE, SWSE EXCLUDE MS898238
DL-1174 NV-E-16-H-LN Sage-Grouse Habitat
DL-1369 NV-E-17-A-LN Bank Enabling Agreement Area
DL-3566 HQ-TES-1 Threatened and Endangered Species Act
DL-3567 HQ-CR-1 Cultural Resource Protection
DL-3568 HQ-MLA-1 Notice to Lessee Concerning Mineral Leasing Act Section 2(a)(2)(A)
DL-1248 NV-E-10-A-NSO Riparian Habitat
For the following lands:
NV T. 26 N., R. 52 E., Mount Diablo Meridian, Sec. 2 SWNW, SENW
DL-1358 NV-E-11-B-NSO Soil Slopes >40 percent
For the following lands:
NV T. 26 N., R. 52 E., Mount Diablo Meridian, Sec. 1 LOTS 3, S2NE, SWNW, S2
DL-1314 NV-E-02-A-TL Mule Deer Seasonal Habitat
For the following lands:
NV T. 26 N., R. 52 E., Mount Diablo Meridian, Sec. 1 LOTS 1-4, SWNW, W2SW, S2NE, S2NW, S2; NV T. 26 N., R. 52 E., Mount Diablo Meridian, Sec. 2 LOTS 1-4, S2NE, S2NW, S2; NV T. 26 N., R. 52 E., Mount Diablo Meridian, Sec. 3 S2NE, SWNW, W2SW, SESW, SE EXCLUDE MS898238, MS873052, LOTS 1-4; NV T. 26 N., R. 52 E., Mount Diablo Meridian, Sec. 4 LOTS 1-7, SWNE, S2NW, SW, W2SE
DL-1331 NV-E-02-B-TL Mule Deer Migration Corridors
For the following lands:
NV T. 26 N., R. 52 E., Mount Diablo Meridian, Sec. 1 LOTS 1-4, S2NE, S2NW, S2; NV T. 26 N., R. 52 E., Mount Diablo Meridian, Sec. 2 LOTS 1-4, S2NE, S2NW, S2; NV T. 26 N., R. 52 E., Mount Diablo Meridian, Sec. 3 S2NE, SWNW, W2SW, SESW, SE EXCLUDE MS898238, MS873052, LOTS 1-4; NV T. 26 N., R. 52 E., Mount Diablo Meridian, Sec. 4 LOTS 1, 2, 5-7, SWNE, NWSE

NV-2026-09-7117
Nevada, Elko District Office, Bureau of Land Management, Public Domain

T. 26 N., R. 52 E., 21 Meridian
Sec. 5 1-4;
Sec. 5 S2NE, S2NW, S2;
Sec. 6 1-11;
Sec. 6 S2NE, SENW, E2SW, SE.
Eureka County

1291.54 Acres

12.5% Royalty Rate

Stipulations:

DL-1174 NV-E-16-H-LN Sage-Grouse Habitat
DL-1368 NV-E-08-C-LN Fossils (PFYC-4)
DL-1369 NV-E-17-A-LN Bank Enabling Agreement Area
DL-3566 HQ-TES-1 Threatened and Endangered Species Act

DL-3567 HQ-CR-1 Cultural Resource Protection
DL-3568 HQ-MLA-1 Notice to Lessee Concerning Mineral Leasing Act Section 2(a)(2)(A)
DL-1243 NV-25-A-NSO Sage Grouse Habitat
For the following lands:
NV T. 26 N., R. 52 E., Mount Diablo Meridian, Sec. 6 LOTS 2-11, SWNE, SENW, E2SW, W2SE
DL-1314 NV-E-02-A-TL Mule Deer Seasonal Habitat
For the following lands:
NV T. 26 N., R. 52 E., Mount Diablo Meridian, Sec. 5 SESE

NV-2026-09-7118
Nevada, Elko District Office, Bureau of Land Management, Public Domain

T. 26 N., R. 52 E., 21 Meridian
Sec. 7 1-8;
Sec. 7 E2, E2NW, E2SW;
Sec. 18 1-8;
Sec. 18 E2, E2NW, E2SW.
Eureka County

1382.4 Acres

12.5% Royalty Rate

Stipulations:

DL-1356 NV-E-11-A-CSU Soil Slopes > 30 and < 40 percent
For the following lands:
NV T. 26 N., R. 52 E., Mount Diablo Meridian, Sec. 7 LOTS 1, 3, 4, SENE, E2NW
DL-1174 NV-E-16-H-LN Sage-Grouse Habitat
DL-1368 NV-E-08-C-LN Fossils (PFYC-4)
DL-1369 NV-E-17-A-LN Bank Enabling Agreement Area
DL-3566 HQ-TES-1 Threatened and Endangered Species Act
DL-3567 HQ-CR-1 Cultural Resource Protection
DL-3568 HQ-MLA-1 Notice to Lessee Concerning Mineral Leasing Act Section 2(a)(2)(A)
DL-1243 NV-25-A-NSO Sage Grouse Habitat
For the following lands:
NV T. 26 N., R. 52 E., Mount Diablo Meridian, Sec. 7 LOTS 1-8, W2NE, E2NW, E2SW, NWSE; NV T. 26 N., R. 52 E., Mount Diablo Meridian, Sec. 18 LOTS 1-7, E2NW

NV-2026-09-7119
Nevada, Elko District Office, Bureau of Land Management, Public Domain

T. 26 N., R. 52 E., 21 Meridian
Sec. 9 1-4;
Sec. 9 W2NE, W2, W2SE;
Sec. 10 ALL, EXCEPT MINERAL PATENT;
Sec. 16 1-4;
Sec. 16 W2NE, W2, W2SE.
Eureka County

1737.94 Acres

12.5% Royalty Rate

Stipulations:

DL-1219 NV-E-16-F-CSU Sage-Grouse Habitat - Noise Near Leks
DL-1219 NV-E-16-F-CSU Sage-Grouse Habitat - Noise Near Leks
DL-1247 NV-E-10-B-CSU Riparian Habitat Buffer
DL-1356 NV-E-11-A-CSU Soil Slopes > 30 and < 40 percent
For the following lands:
NV T. 26 N., R. 52 E., Mount Diablo Meridian, Sec. 10 E2NE; NV T. 26 N., R. 52 E., Mount Diablo Meridian, Sec. 16 SESE
DL-1174 NV-E-16-H-LN Sage-Grouse Habitat
DL-1334 NV-E-13-A-LN Existing Right of Way
DL-1369 NV-E-17-A-LN Bank Enabling Agreement Area
DL-3566 HQ-TES-1 Threatened and Endangered Species Act
DL-3567 HQ-CR-1 Cultural Resource Protection
DL-3568 HQ-MLA-1 Notice to Lessee Concerning Mineral Leasing Act Section 2(a)(2)(A)
DL-1248 NV-E-10-A-NSO Riparian Habitat
For the following lands:
NV T. 26 N., R. 52 E., Mount Diablo Meridian, Sec. 16 NESW
DL-1239 NV-25-E-TL Sage Grouse Habitat
DL-1240 NV-25-D-TL Sage Grouse Habitat
DL-1241 NV-25-C-TL Sage Grouse Habitat
For the following lands:
NV T. 26 N., R. 52 E., Mount Diablo Meridian, Sec. 16 NW, SW, W2SE
DL-1314 NV-E-02-A-TL Mule Deer Seasonal Habitat
DL-1331 NV-E-02-B-TL Mule Deer Migration Corridors
For the following lands:
NV T. 26 N., R. 52 E., Mount Diablo Meridian, Sec. 10 NE, NWNW, SENW, N2SE, SESE

NV-2026-09-2378

Nevada, Elko District Office, Bureau of Land Management, Public Domain

T. 26 N., R. 52 E., 21 Meridian
Sec. 14 E2, N2NW, SENW, SW;
Sec. 15 N2NE, SWNE, NW, S2.
Eureka County

1200 Acres

12.5% Royalty Rate

Stipulations:

DL-1219 NV-E-16-F-CSU Sage-Grouse Habitat - Noise Near Leks
DL-1219 NV-E-16-F-CSU Sage-Grouse Habitat - Noise Near Leks
DL-1356 NV-E-11-A-CSU Soil Slopes > 30 and < 40 percent
For the following lands:
NV T. 26 N., R. 52 E., Mount Diablo Meridian, Sec. 14 NWNW; NV T. 26 N., R. 52 E., Mount Diablo Meridian, Sec. 15 N2NE, S2SW, S2SE
DL-1174 NV-E-16-H-LN Sage-Grouse Habitat
DL-1368 NV-E-08-C-LN Fossils (PFYC-4)

DL-1369 NV-E-17-A-LN Bank Enabling Agreement Area
DL-3566 HQ-TES-1 Threatened and Endangered Species Act
DL-3567 HQ-CR-1 Cultural Resource Protection
DL-3568 HQ-MLA-1 Notice to Lessee Concerning Mineral Leasing Act Section 2(a)(2)(A)
DL-1248 NV-E-10-A-NSO Riparian Habitat
For the following lands:
NV T. 26 N., R. 52 E., Mount Diablo Meridian, Sec. 14 SWSW; NV T. 26 N., R. 52 E., Mount Diablo Meridian, Sec. 15 NWNE, NENW, NWNW
DL-1358 NV-E-11-B-NSO Soil Slopes >40 percent
For the following lands:
NV T. 26 N., R. 52 E., Mount Diablo Meridian, Sec. 15 W2NE
DL-1239 NV-25-E-TL Sage Grouse Habitat
DL-1240 NV-25-D-TL Sage Grouse Habitat
For the following lands:
NV T. 26 N., R. 52 E., Mount Diablo Meridian, Sec. 14 NE, N2NW, SENW, SW, W2SE; NV T. 26 N., R. 52 E., Mount Diablo Meridian, Sec. 15 N2NE, SWNE, NW, S2
DL-1241 NV-25-C-TL Sage Grouse Habitat
For the following lands:
NV T. 26 N., R. 52 E., Mount Diablo Meridian, Sec. 14 E2, N2NW, SENW, SW; NV T. 26 N., R. 52 E., Mount Diablo Meridian, Sec. 15 N2NE, SWNE, E2SE
DL-1314 NV-E-02-A-TL Mule Deer Seasonal Habitat
DL-1331 NV-E-02-B-TL Mule Deer Migration Corridors
For the following lands:
NV T. 26 N., R. 52 E., Mount Diablo Meridian, Sec. 14 NENW, SENW, NE, SWSE

NV-2026-09-7107
Nevada, Elko District Office, Bureau of Land Management, Public Domain

<u>T. 27 N., R. 52 E., 21 Meridian</u>
Sec. 1 1-4;
Sec. 1 S2NE, S2NW, S2.
Eureka County

682.08 Acres

12.5% Royalty Rate

Stipulations:

DL-1356 NV-E-11-A-CSU Soil Slopes > 30 and < 40 percent
For the following lands:
NV T. 27 N., R. 52 E., Mount Diablo Meridian, Sec. 1 LOTS 2, 3, SWNW, E2SW, W2SE
DL-1174 NV-E-16-H-LN Sage-Grouse Habitat
DL-1369 NV-E-17-A-LN Bank Enabling Agreement Area
DL-3566 HQ-TES-1 Threatened and Endangered Species Act
DL-3567 HQ-CR-1 Cultural Resource Protection
DL-3568 HQ-MLA-1 Notice to Lessee Concerning Mineral Leasing Act Section 2(a)(2)(A)
DL-1290 NV-E-01-A-TL Antelope Winter Range
DL-1314 NV-E-02-A-TL Mule Deer Seasonal Habitat
For the following lands:

NV T. 27 N., R. 52 E., Mount Diablo Meridian, Sec. 1 S2NE, S2NW, S2

DL-1330 NV-E-03-A-TL Mule Deer Migration Corridors

NV-2026-09-7106

Nevada, Elko District Office, Bureau of Land Management, Public Domain

T. 27 N., R. 52 E., 21 Meridian

Sec. 3 SW;
Sec. 9 E2;
Sec. 18 3, 4;
Sec. 18 E2SW, E2;
Sec. 29 ALL;
Sec. 30 1-4;
Sec. 30 E2, E2NW, E2SW.

Eureka County

2230.84 Acres

12.5% Royalty Rate

Stipulations:

DL-1356 NV-E-11-A-CSU Soil Slopes > 30 and < 40 percent
For the following lands:
NV T. 27 N., R. 52 E., Mount Diablo Meridian, Sec. 30 W2SE, NESE
DL-1174 NV-E-16-H-LN Sage-Grouse Habitat
DL-1368 NV-E-08-C-LN Fossils (PFYC-4)
DL-1369 NV-E-17-A-LN Bank Enabling Agreement Area
DL-3566 HQ-TES-1 Threatened and Endangered Species Act
DL-3567 HQ-CR-1 Cultural Resource Protection
DL-3568 HQ-MLA-1 Notice to Lessee Concerning Mineral Leasing Act Section 2(a)(2)(A)
DL-3640 NV-14-B-LN
DL-1243 NV-25-A-NSO Sage Grouse Habitat
For the following lands:
NV T. 27 N., R. 52 E., Mount Diablo Meridian, Sec. 30 LOTS 1-4
DL-1248 NV-E-10-A-NSO Riparian Habitat
For the following lands:
NV T. 27 N., R. 52 E., Mount Diablo Meridian, Sec. 9 NESE, NWSE, SESE; NV T. 27 N., R. 52 E., Mount Diablo Meridian, Sec. 29 SWNW; NV T. 27 N., R. 52 E., Mount Diablo Meridian, Sec. 30 SENE

NV-2026-09-7101

Nevada, Elko District Office, Bureau of Land Management, Public Domain

T. 27 N., R. 52 E., 21 Meridian

Sec. 10 N2, N2SW, SWSW, N2SE, SESE;
Sec. 15 NENE, N2NW, SENW, S2NE, N2SE, S2SW;
Sec. 22 NW, S2NE, E2SW, SE;
Sec. 27 ALL;
Sec. 32 NW.

Eureka County

2240 Acres

12.5% Royalty Rate

Stipulations:

DL-1247 NV-E-10-B-CSU Riparian Habitat Buffer
For the following lands:
NV T. 27 N., R. 52 E., Mount Diablo Meridian, Sec. 15 SENW, SESW
DL-1356 NV-E-11-A-CSU Soil Slopes > 30 and < 40 percent
For the following lands:
NV T. 27 N., R. 52 E., Mount Diablo Meridian, Sec. 27 E2; NV T. 27 N., R. 52 E., Mount Diablo Meridian, Sec. 32 NW
DL-1174 NV-E-16-H-LN Sage-Grouse Habitat
DL-1334 NV-E-13-A-LN Existing Right of Way
DL-1368 NV-E-08-C-LN Fossils (PFYC-4)
DL-1369 NV-E-17-A-LN Bank Enabling Agreement Area
DL-3566 HQ-TES-1 Threatened and Endangered Species Act
DL-3567 HQ-CR-1 Cultural Resource Protection
DL-3568 HQ-MLA-1 Notice to Lessee Concerning Mineral Leasing Act Section 2(a)(2)(A)
DL-1248 NV-E-10-A-NSO Riparian Habitat
For the following lands:
NV T. 27 N., R. 52 E., Mount Diablo Meridian, Sec. 10 SESE; NV T. 27 N., R. 52 E., Mount Diablo Meridian, Sec. 15 NENE, SENE
DL-1314 NV-E-02-A-TL Mule Deer Seasonal Habitat
For the following lands:
NV T. 27 N., R. 52 E., Mount Diablo Meridian, Sec. 22 SENE, SE; NV T. 27 N., R. 52 E., Mount Diablo Meridian, Sec. 27 NE, E2NW, S2
DL-1331 NV-E-02-B-TL Mule Deer Migration Corridors
For the following lands:
NV T. 27 N., R. 52 E., Mount Diablo Meridian, Sec. 15 NESE; NV T. 27 N., R. 52 E., Mount Diablo Meridian, Sec. 22 S2NE, E2SW, SE; NV T. 27 N., R. 52 E., Mount Diablo Meridian, Sec. 27 ALL

NV-2026-09-7097

Nevada, Elko District Office, Bureau of Land Management, Public Domain

T. 27 N., R. 52 E., 21 Meridian
Sec. 28 NWNW, S2NW, SW, SWSE;
Sec. 31 1-4;
Sec. 31 E2, E2NW, E2SW;
Sec. 33 N2NW.
Eureka County

1033.98 Acres

12.5% Royalty Rate

Stipulations:

DL-1356 NV-E-11-A-CSU Soil Slopes > 30 and < 40 percent
For the following lands:
NV T. 27 N., R. 52 E., Mount Diablo Meridian, Sec. 31 E2NE, E2SE
DL-1174 NV-E-16-H-LN Sage-Grouse Habitat

DL-1368 NV-E-08-C-LN Fossils (PFYC-4)
DL-1369 NV-E-17-A-LN Bank Enabling Agreement Area
DL-3566 HQ-TES-1 Threatened and Endangered Species Act
DL-3567 HQ-CR-1 Cultural Resource Protection
DL-3568 HQ-MLA-1 Notice to Lessee Concerning Mineral Leasing Act Section 2(a)(2)(A)
DL-1243 NV-25-A-NSO Sage Grouse Habitat
For the following lands:
NV T. 27 N., R. 52 E., Mount Diablo Meridian, Sec. 31 LOTS 1-4, E2NW, E2SW, SWSE

T. 26 N., R. 52 E., 21 Meridian, Sec. 3

S2NE, SWNW, W2SW, SESW, SE EXCLUDE MS898238, MS873052

T. 26 N., R. 52 E., 21 Meridian, Sec. 10

EXCLUDE MS898238, MS873052, MS874395

Stipulations

Controlled Surface Use

DL-1219 NV-E-16-F-CSU Sage-Grouse Habitat - Noise Near Leks

Control Surface Use (CSU). Authorizations/permits would limit noise from discretionary activities (during construction, operation, or maintenance) to not exceed 10 decibels above ambient sound levels at least 0.25 miles from active and/or pending leks from 2 hours before to 2 hours after sunrise and sunset during the breeding season from March 1 to May 15.

Objective [Purpose]: To protect Greater Sage Grouse (GRSG) lek sites.

Exception: None Modification: None Waiver: None

DL-1247 NV-E-10-B-CSU Riparian Habitat Buffer

Controlled Surface Use (CSU) will be applied within 500 feet of riparian-wetland vegetation to protect the values and functions of these areas. An engineering plan or a study may be required by the operator that identifies the extent of the resource or how the resource will be managed or protected.

Objective [Purpose]: To protect the values and functions of riparian and wetland areas based on the nature, extent, and value of the area potentially affected.

Exception: The Authorized Officer may grant an exception if an environmental review determines that the action, as proposed or otherwise restricted, does not affect the resource. An exception may also be granted if the proponent, BLM, and other affected interests (e.g. NDOW) negotiate mitigation that would satisfactorily offset the anticipated negative impacts. An exception may be granted for actions designed to enhance the long-term utility or availability of the riparian habitat.

Modification: The Authorized Officer may modify the size and shape of the restricted area if an environmental analysis indicates the actual suitability of the land for the resource differs from that in the otherwise applicable restriction.

Waiver: The restriction may be waived if it is determined that the described lands do not contain the subject resource, or are incapable of serving the requirements of the resource and therefore no longer warrant consideration as a component necessary for protection of the resource.

DL-1356 NV-E-11-A-CSU Soil Slopes > 30 and < 40 percent

Controlled Surface Use (CSU) applies to lands with slopes greater than 30 percent and less than 40 percent. An engineering/reclamation plan must be submitted by the applicant and approved by the BLM Authorized Officer before any surface disturbance can occur.

The plan must demonstrate to the Authorized Officer's satisfaction how the operator will meet the following performance standards:

- Soil stability is maintained preventing slope failure and wind or water erosion.
- The site will be stable with no evidence of accelerated erosion features.
- The rate of soil erosion will be controlled to maintain or improve soil quality and sustainability. The disturbed soils shall have characteristics that approximate the reference site with regard to quantitative and qualitative soil erosion indicators described in H-7100-1 Soil Inventory, Monitoring, and Management Handbook.
- Sufficient topsoil is maintained for ensuring successful final reclamation. How interim reclamation will be completed for producing well locations and long-term roads, including the re-spreading of all salvaged topsoil over the areas of interim reclamation.
- The original landform and site productivity will be partially restored during interim reclamation and fully restored as a result of final reclamation.

Objective [Purpose]: To maintain soil productivity, provide necessary protection to prevent excessive soil erosion on steep slopes, to avoid areas subject to slope failure, mass wasting, piping, or having excessive reclamation problems, and to ensure successful interim and final reclamation.

Exception: An exception may be granted if the operator can demonstrate in a plan of operations that adverse effects can be minimized and activities safely conducted.

Modification: The area affected by this stipulation may be modified by the authorized officer if it is determined that portions of the area do not include slopes over 30 percent, or the operator can demonstrate in a plan of operations that adverse effects can be minimized. The authorized officer may modify the size and shape of the restricted area subject to the stipulation based upon a Natural Resource Conservation Service (NRCS) soil survey or BLM evaluation. The stipulation and performance standards identified above may also be modified based on negative or positive monitoring results from similar proposed actions on similar sites or increased national or state performance standards.

Waiver: This stipulation can be waived by the authorized officer if is determined that none of the leasehold includes slopes over 30 percent.

Lease Notice

DL-1174 NV-E-16-H-LN Sage-Grouse Habitat

According to the Nevada and Northeastern California Greater Sage-Grouse Approved Resource Management Plan Amendment (i.e., 2015 ARMPA), specific Required Design Features (RDFs) are required for certain activities in all Greater Sage-Grouse (GRSG) habitats. RDFs establish the minimum specifications for certain activities to help mitigate adverse impacts. However, the applicability and overall effectiveness of each RDF cannot be fully assessed until the project level when the project location and design are known. Because of site-specific circumstances, some RDFs may not apply to some projects (e.g., a resource is not present on a given site) and/or may require slight variations (e.g., a larger or smaller protective area). All variations in RDFs would require that at least one of the following be demonstrated in the NEPA analysis associated with the project/activity:

- A specific RDF is documented to not be applicable to the site-specific conditions of the project/activity (e.g. due to site limitations or engineering considerations). Economic considerations, such as increased costs, do not necessarily require that an RDF be varied or rendered inapplicable.
- An alternative RDF is determined to provide equal or better protection for GRSG or its habitat.
- A specific RDF will provide no additional protection to GRSG or its habitat.

A list of the RDFs may be found in Appendix C of the 2015 ARMPA (U.S. Department of Interior, Bureau of Land Management, 2015); however, application of the RDFs is site specific at the project proposal stage.

DL-1245 NV-E-15-B-LN Existing Water Well

A water well is located on the lease and will be considered the liability of the purchasing agent for the lease. State Water Rights would be required for the well before use. If not put into use, the well will be required to be Plugged and Abandoned in accordance with state and federal laws and regulations.

DL-1334 NV-E-13-A-LN Existing Right of Way

This parcel contains one or more existing Rights of Way (ROW). For more information regarding these ROWs, please contact the Elko District Office (775) 753-0200.

The lessee accepts this lease subject to the right of individuals, authorized by Bureau of Land Management District Office, to access, operate within, and maintain the ROW as described in case file(s) (see below). The lessee agrees that its operations will not interfere with the use of the ROW(s) by these individuals.

DL-1366 NV-E-12-B-LN Saleable Minerals: Community Pits

The lessee accepts this lease subject to the right of individuals, authorized by Bureau of Land Management District Office, to remove sand and gravel from the land embraced in Community Pit No. NVN-047376 (Oil Point Community Pit) and Community Pit No.

NVN-063382 (Sheep Creek Community Pit)—see below). The lessee agrees that its operations will not interfere with the use of the pit(s) by these individuals.

DL-1368 NV-E-08-C-LN Fossils (PFYC-4)

This area has high and very high potential for paleontological resources. This land is underlain by geologic units that have been documented to contain a high occurrence of fossils, which may consist of scientifically significant paleontological resources protected by Public Law 111-11, Paleontological Resources Preservation Act. A field survey by a qualified paleontologist, and at the lessee's expense, will be required prior to surface disturbing activities. If significant paleontological resources of scientific or educational importance are discovered they will require avoidance or data recovery prior to their disturbance. On site monitoring may be necessary during construction activities.

DL-1369 NV-E-17-A-LN Bank Enabling Agreement Area

A Decision for the Bank Enabling Agreement (BEA) Environmental Assessment (DOI-BLM-NV-B010-2019-0012-EA) was issued in 2020 authorizing the implementation of the Public Land Project Plan (Public LPP) within the southwestern corner of the Elko District and the northeastern corner of the Battle Mountain District. The Public LPP identified voluntary conservation actions that Barrick (now Nevada Gold Mines) could undertake on public land to restore and/or enhance habitat to benefit GRSG and sagebrush ecosystems and generate credits under the BEA. New projects that are proposed within 10 kilometers of the BEA area may be subject to provisions in the Public LPP that require additional analysis and/or potential mitigation in relation to impacting completed or future restoration projects.

Portions of the parcels below are within 10 kilometers of the BEA Area and may be subject to the provisions in the Public LPP. See https://eplanning.blm.gov/eplanning-ui/project/123162/510 for more information on the BEA and associated documents.

DL-3566 HQ-TES-1 Threatened and Endangered Species Act

The lease area may now or hereafter contain plants, animals, or their habitats determined to be threatened, endangered, or other special status species. The BLM may recommend modifications to exploration and development proposals to further its conservation and management objective to avoid BLM-approved activity that would contribute to a need to list such a species or their habitat. The 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. The BLM will not approve any ground-disturbing activity 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.

DL-3567 HQ-CR-1 Cultural Resource Protection

This lease may be found to contain historic properties and/or resources protected under National Historic Preservation Act (NHPA), American Indian Religious Freedom Act, Native American Graves Protection and Repatriation Act, E.O. 13007, or other statutes and executive orders. The BLM will not approve any ground-disturbing activities that may affect any such properties or resources until it completes its obligations under applicable requirements of the NHPA and other authorities. The BLM may require modification to exploration or development proposals to protect such properties, or disapprove any activity that is likely to result in adverse effects that cannot be successfully avoided, minimized, or mitigated.

DL-3568 HQ-MLA-1 Notice to Lessee Concerning Mineral Leasing Act Section 2(a)(2)(A)

Provisions of the Mineral Leasing Act (MLA) of 1920, as amended by the Federal Coal Leasing Amendments Act of 1976, affect an entity's qualifications to obtain an oil and gas lease. Section 2(a)(2)(A) of the MLA, 30 U.S.C. 201(a)(2)(A), requires that any entity that holds and has held a Federal Coal Lease for 10 years beginning on or after August 4, 1976, and that is not producing coal in commercial quantities from each such lease cannot qualify for the issuance of any other lease granted under the MLA. 43 CFR 3472 explains coal lessee compliance with Section 2(a)(2)(A).

In accordance with the terms of this oil and gas lease with respect to compliance by the initial lessee with qualifications concerning Federal coal lease holdings, all assignees and transferees are hereby notified that this oil and gas lease is subject to cancellation if: (1) the initial lessee as assignor or as transferor has falsely certified compliance with Section 2(a)(2)(A) because of a denial or disapproval by a State Office of a pending coal action, i.e., arms-length assignment, relinquishment, or logical mining unit; (2) the initial lessee as assignor or as transferor is no longer in compliance with Section 2(a)(2)(A); or (3) the assignee or transferee does not qualify as a bona fide purchaser and, thus, has no rights to bona fide purchaser protection in the event of cancellation of this lease due to noncompliance with Section 2(a)(2)(A).

The lease case file, as well as in other Bureau of Land Management (BLM) records available through the State Office issuing this lease, contains information regarding assignor or transferor compliance with Section 2(a)(2)(A).

DL-3640 NV-14-B-LN

All or part of this parcel overlaps an existing geothermal resource lease. For more information regarding the overlapping geothermal lease, please contact the local Field Office).

The lessee accepts this lease overlaps an existing geothermal resource lease, and any development proposals will be subject to the provisions under the Multiple Mineral Development Act (43 CFR § 3740).

No Surface Occupancy

DL-1243 NV-25-A-NSO Sage Grouse Habitat

No Surface Occupancy (NSO). Manage Nevada geothermal resources in Priority Habitat Management Areas (PHMA) outside of Sagebrush Focal Areas (SFA) as NSO.

Objective: To protect Greater Sage Grouse (GRSG) in PHMA.

GRSG No Surface Occupancy (NSO) Exceptions a) Exception 1 - The Authorized Officer may consider and grant an exception to the NSO stipulation within 3.1-miles of active and pending active leks if it is demonstrated that development and surface occupancy has no direct impacts to or disruption of GRSG or its habitat based on:

I. The location of the proposed authorization is determined to be non-habitat (refer to Appendix 6, Glossary), does not provide important connectivity between habitat areas (as determined by a wildlife biologist and confirmed by BLM using methods such as the HAF and coordinated with the appropriate state authority) and the project includes RDFs to prevent indirect disturbance to or disruption of adjacent seasonal habitats, regardless of distance from the active lek, that may impair their biological function; OR II. Topography/areas of non-habitat create an effective barrier to impacts (e.g., protected from visual and audible disturbances to GRSG and its habitat); OR III. By co-locating the proposed authorization with existing disturbance, no additional impacts will be realized above those already associated with the existing similarly sized infrastructure, including indirect disturbance to or disruption of adjacent seasonal habitats that may impair their biological function.

b) Exception 2 - The Authorized Officer may consider and grant an exception to the NSO stipulation associated with the remainder of PHMA beyond 3.1 miles from active leks if it would not result in adverse effects to GRSG seasonal habitats based on one of the following criteria:

I. The criteria presented in Exception #1; OR II. The proposed project seeking the exception would not result in adverse effects to GRSG seasonal habitats based on site-specific information and application of the full range of mitigation tools (e.g., avoidance, minimization, voluntary compensation), as documented by a wildlife biologist and confirmed by the BLM. Proponents may demonstrate no adverse effects by mitigating residual impacts using the State of Nevada’s Conservation Credit System, consistent with State regulations, or voluntary compensatory mitigation in California. To grant this exception based on the use of voluntary compensatory mitigation, the compensation project must be completed and habitat functionality documented before the exception is granted. The compensation must also provide offsetting benefits to the population being impacted.

c) Exception 3 - An exception could be considered if the proposed location on public lands would be undertaken as an alternative to a similar action occurring on a nearby non-public lands parcel (e.g., due to ownership patterns), and development on the public parcel in question would eliminate impacts on more important and/or limited GRSG habitat (e.g., wet meadows, brood-rearing habitat) on the non-public nearby parcel; this exception must also include measures sufficient to allow the BLM to conclude in its documenting analysis that such benefits will endure for the duration of the proposed action's impacts on public lands (e.g., confirmation of an easement).

GRSG NSO Modification: The Authorized Officer may consider and grant a modification to the fluid mineral lease NSO stipulation, allowing for surface occupancy only where:

1) an exception is granted as described above for the primary disturbance (e.g., well pad, compressor station), AND 2) the potential associated infrastructure related to the development is not individually precluded by other actions (e.g., roads, pipelines, power lines that could otherwise be considered through a ROW).

While the NSO stipulation could be modified for these additional developments, they must still comply with other GRSG management actions (e.g., mitigation, disturbance cap, minerals/energy density, seasonal restrictions, RDFs) if an exception to the NSO is granted.

GRSG NSO Waiver: The Authorized Officer may consider and grant a waiver of the NSO stipulation on an existing lease after documenting, in coordination with the appropriate state agency, that the lease with the GRSG NSO stipulation is no longer in PHMA. This will only be applicable on leases that were issued when the parcel was in PHMA, then the PHMA boundaries were subsequently adjusted through the appropriate planning process.

DL-1248 NV-E-10-A-NSO Riparian Habitat

Stipulation: No Surface Occupancy (NSO) on and within riparian-wetland vegetated areas to protect the values and functions of these areas.

Objective [Purpose]: To protect the values and functions of riparian and wetland areas based on the nature, extent, and value of the area potentially affected.

Exception: The Authorized Officer may grant an exception if an environmental review determines that the action, as proposed or otherwise restricted, does not affect the resource. An exception may also be granted if the proponent, BLM, and other affected interests negotiate mitigation that would satisfactorily offset the anticipated negative impacts. An exception may be granted for actions designed to enhance the long-term utility or availability of the riparian habitat.

Modification: The Authorized Officer may modify the size and shape of the restricted area if an environmental analysis indicates the actual suitability of the land for the resource differs from that in the otherwise applicable restriction.

Waiver: The restriction may be waived if it is determined that the described lands do not contain the subject resource, or are incapable of serving the requirements of the resource and therefore no longer warrant consideration as a component necessary for protection of the resource.

DL-1358 NV-E-11-B-NSO Soil Slopes >40 percent

No Surface Occupancy (NSO) on slopes greater than 40 percent.

Objective [Purpose]: To maintain soil productivity, provide necessary protection to prevent excessive soil erosion on steep slopes, to avoid areas subject to slope failure, mass wasting, piping, or having excessive reclamation problems.

Exception: The Authorized Officer may grant an exception if a staff review determines that the proposed action is of a scale (pipeline, vs. road, vs. well pad) or sited in a location or a site specific evaluation determines that the slope would not result in mass slope failure or accelerated erosion and the operator would be able to meet BLM's reclamation standards.

Modification: The Authorized Officer may modify the area subject to the stipulation based upon a BLM evaluation of the area. The stipulation and performance standards identified above may also be modified based on negative or positive monitoring results from similar proposed actions on similar sites or increased national or state performance standards.

Waiver: The restriction may be waived if it is determined that the described lands do not include lands with slopes greater than 40 percent. This determination shall be based upon USGS mapping and a BLM evaluation of the area.

Timing Limitation

DL-1240 NV-25-D-TL Sage Grouse Habitat

Timing Limitation. No Surface Occupancy (NSO) would be allowed in Greater Sage-Grouse (GRSG) early brood-rearing habitat from May 15 through June 15.

Objective: To provide seasonal protection to GRSG early brood-rearing habitat in General Management Habitat Areas (GHMA).

Seasonal Constraints/Stipulations Exception: The Authorized Officer may consider and provide temporary relief from seasonal constraints by granting an exception after documenting the review of available information associated with the site proposed for the exception. This direction applies in PHMA, GHMA, and all other state identified HMAs. While the BLM considers information from all sources, the State wildlife agency can provide information directly associated with GRSG use, including whether GRSG populations are not using the seasonal habitat during that year's seasonal life cycle period. Based on this information and recommendation, and documented variability in precipitation (e.g., early/late spring, long/heavy winter), use patterns, or other applicable information the Authorized Officer may consider a one-time exception if development associated with it will not affect GRSG habitat use.

Seasonal Constraints/ Stipulations Modification: The BLM may grant modifications on a case-by-case basis to seasonal restrictions if the BLM, in coordination with the state wildlife agency and other appropriate state authorities determines that granting the modification will not adversely impact the population being protected. The Authorized Officer may consider and grant a modification to the dates and areas associated with seasonal timing restrictions after documenting the modification is warranted and consistent with the criteria described below. Seasonal modification is warranted if the geographic and temporal conditions demonstrate that the seasonal modification will better protect or enhance GRSG and its habitat than implementing the strict application of seasonal timing restrictions. Under this scenario modifications can occur if one or more of the following conditions can be documented:

- A proposed authorization is expected to have beneficial or neutral impacts on GRSG and its habitat.
- Topography or other factors eliminate direct and indirect visible and audible impacts to GRSG and its habitat.
- There are documented local variations that indicate the seasonal life cycle periods are different than presented.
- Modifications are needed to address an immediate public health and safety concern in a timely manner (e.g., maintaining a road impacted by flooding).

Seasonal Constraints/Stipulations Waiver: The Authorized Officer may consider and grant a waiver of the stipulation on an existing lease if the area that was mapped as a GRSG habitat management area, regardless of type, when the lease was issued is no longer mapped as such through the appropriate planning process.

DL-1241 NV-25-C-TL Sage Grouse Habitat

Timing Limitation. No Surface Occupancy (NSO) would be allowed in Greater Sage-Grouse (GRSG) General Management Habitat Areas (GHMA) winter habitat from November 1 through February 28.

Objective : To protect GRSG winter habitat.

Seasonal Constraints/Stipulations Exception: The Authorized Officer may consider and provide temporary relief from seasonal constraints by granting an exception after documenting the review of available information associated with the site proposed for the exception. This direction applies in PHMA, GHMA, and all other state identified HMAs. While the BLM considers information from all sources, the State wildlife agency can provide information directly associated with GRSG use, including whether GRSG populations are not using the seasonal habitat during that year's seasonal life cycle period. Based on this information and recommendation, and documented variability in precipitation (e.g., early/late spring, long/heavy winter), use patterns, or other applicable information the Authorized Officer may consider a one-time exception if development associated with it will not affect GRSG habitat use.

Seasonal Constraints/ Stipulations Modification: The BLM may grant modifications on a case-by-case basis to seasonal restrictions if the BLM, in coordination with the state wildlife agency and other appropriate state authorities determines that granting the modification will not adversely impact the population being protected. The Authorized Officer may consider and grant a modification to the dates and areas associated with seasonal timing restrictions after documenting the modification is warranted and consistent with the criteria described below. Seasonal modification is warranted if the geographic and temporal conditions demonstrate that the seasonal modification will better protect or enhance GRSG and its habitat than implementing the strict application of seasonal timing restrictions. Under this scenario modifications can occur if one or more of the following conditions can be documented:

- A proposed authorization is expected to have beneficial or neutral impacts on GRSG and its habitat.
- Topography or other factors eliminate direct and indirect visible and audible impacts to GRSG and its habitat.
- There are documented local variations that indicate the seasonal life cycle periods are different than presented.
- Modifications are needed to address an immediate public health and safety concern in a timely manner (e.g., maintaining a road impacted by flooding).

Seasonal Constraints/Stipulations Waiver: The Authorized Officer may consider and grant a waiver of the stipulation on an existing lease if the area that was mapped as a GRSG habitat management area, regardless of type, when the lease was issued is no longer mapped as such through the appropriate planning process.

DL-1290 NV-E-01-A-TL Antelope Winter Range

Timing Limitation (TL). No surface activity within Pronghorn Antelope winter habitat from November 15 through March 16.

Objective [Purpose]: To protect Pronghorn Antelope winter range necessary to maintaining the critical life stages of existing antelope populations Exception: The Authorized Officer may grant an exception if an environmental review determines that the action, as proposed or otherwise restricted, does not adversely affect the Pronghorn Antelope and its habitat. An exception may also be granted if the proponent, BLM, and other affected interests negotiate mitigation that would satisfactorily offset the anticipated impacts the Pronghorn Antelope and its habitat. An exception may be granted for actions designed to enhance the long-term utility or availability of the habitat.

Modification: The boundaries of the stipulated area may be modified if the authorized officer, in consultation with Nevada Department of Wildlife, determines that portions of the area no longer contain Pronghorn Antelope winter range or that the proposed action would not affect the species and habitat. The dates for the timing restriction may also be modified by the Authorized officer if new information indicates the dates are not valid for the leasehold.

Waiver: The stipulation may be waived if the authorized officer, in consultation with Nevada Department of Wildlife determines that the entire leasehold no longer contains Pronghorn Antelope winter range.

DL-1314 NV-E-02-A-TL Mule Deer Seasonal Habitat

Timing Limitation. No surface activity within Mule Deer winter habitat from January 15 through May 15.

Objective [Purpose]: To protect Mule Deer habitat necessary to maintaining the critical life stages of Mule Deer wildlife populations.

Exception: The Authorized Officer may grant an exception if an environmental review determines that the action, as proposed or otherwise restricted, does not adversely affect the Mule Deer and its habitat. An exception may also be granted if the proponent, BLM, and other affected interests negotiate mitigation that would satisfactorily offset the anticipated impacts the Mule Deer and its habitat. An exception may be granted for actions designed to enhance the long-term utility or availability of the habitat.

Modification: The boundaries of the stipulated area may be modified if the authorized officer, in consultation with Nevada Department of Wildlife, determines that portions of the area no longer contain the winter Mule Deer habitat or that the proposed action would not affect the species and habitat. The dates for the timing restriction may also be modified by the Authorized Officer if new information indicates the dates are not valid for the leasehold.

Waiver: The stipulation may be waived if the authorized officer, in consultation with Nevada Department of Wildlife determines that the entire leasehold no longer contains winter Mule Deer Habitat.

DL-1330 NV-E-03-A-TL Mule Deer Migration Corridors

Timing Limitation. No surface activity within Mule Deer migration corridors from November 1 through April 30.

Objective [Purpose]: To protect Mule Deer migration corridors necessary to maintaining the critical life stages of Mule Deer wildlife populations.

Exception: The Authorized Officer may grant an exception if an environmental review determines that the action, as proposed or otherwise restricted, does not adversely affect the Mule Deer and its habitat. An exception may also be granted if the proponent, BLM, and other affected interests negotiate mitigation that would satisfactorily offset the anticipated impacts the Mule Deer and its habitat. An exception may be granted for actions designed to enhance the long-term utility or availability of the habitat.

Modification: The boundaries of the stipulated area may be modified if the authorized officer, in consultation with Nevada Department of Wildlife, determines that portions of the area no longer contain Mule Deer migration corridors or that the proposed action would not affect the species and habitat. The dates for the timing restriction may also be modified by the Authorized officer if new information indicates the dates are not valid for the leasehold.

Waiver: The stipulation may be waived if the authorized officer, in consultation with Nevada Department of Wildlife determines that the entire leasehold no longer contains Mule Deer migration corridors.

DL-1331 NV-E-02-B-TL Mule Deer Migration Corridors

Timing Limitation. No surface activity within Mule Deer migration corridors from November 1 through April 30.

Objective [Purpose]: To protect Mule Deer migration corridors necessary to maintaining the critical life stages of Mule Deer wildlife populations.

Exception: The Authorized Officer may grant an exception if an environmental review determines that the action, as proposed or otherwise restricted, does not adversely affect the Mule Deer and its habitat. An exception may also be granted if the proponent, BLM, and other affected interests negotiate mitigation that would satisfactorily offset the anticipated impacts the Mule Deer and its habitat. An exception may be granted for actions designed to enhance the long-term utility or availability of the habitat.

Modification: The boundaries of the stipulated area may be modified if the authorized officer, in consultation with Nevada Department of Wildlife, determines that portions of the area no longer contain Mule Deer migration corridors or that the proposed action would not affect the species and habitat. The dates for the timing restriction may also be modified by the Authorized officer if new information indicates the dates are not valid for the leasehold.

Waiver: The stipulation may be waived if the authorized officer, in consultation with Nevada Department of Wildlife determines that the entire leasehold no longer contains Mule Deer migration corridors.

Other

DL-1239 NV-25-E-TL Sage Grouse Habitat

Timing Limitation. No Surface Occupancy (NSO) would be allowed in Greater Sage-Grouse (GRSG) late brood-rearing habitat from June 15 through September 15.

Objective: To provide seasonal protection to GRSG late brood-rearing habitat.

Seasonal Constraints/Stipulations Exception: The Authorized Officer may consider and provide temporary relief from seasonal constraints by granting an exception after documenting the review of available information associated with the site proposed for the exception. This direction applies in PHMA, GHMA, and all other state identified HMAs. While the BLM considers information from all sources, the State wildlife agency can provide information directly associated with GRSG use, including whether GRSG populations are not using the seasonal habitat during that year's seasonal life cycle period. Based on this information and recommendation, and documented variability in precipitation (e.g., early/late spring, long/heavy winter), use patterns, or other applicable information the Authorized Officer may consider a one-time exception if development associated with it will not affect GRSG habitat use.

Seasonal Constraints/ Stipulations Modification: The BLM may grant modifications on a case-by-case basis to seasonal restrictions if the BLM, in coordination with the state wildlife agency and other appropriate state authorities determines that granting the modification will not adversely impact the population being protected. The Authorized Officer may consider and grant a modification to the dates and areas associated with seasonal timing restrictions after documenting the modification is warranted and consistent with the criteria described below. Seasonal modification is warranted if the geographic and temporal conditions demonstrate that the seasonal modification will better protect or enhance GRSG and its habitat than implementing the strict application of seasonal timing restrictions. Under this scenario modifications can occur if one or more of the following conditions can be documented:

- A proposed authorization is expected to have beneficial or neutral impacts on GRSG and its habitat.
- Topography or other factors eliminate direct and indirect visible and audible impacts to GRSG and its habitat.
- There are documented local variations that indicate the seasonal life cycle periods are different than presented.
- Modifications are needed to address an immediate public health and safety concern in a timely manner (e.g., maintaining a road impacted by flooding).

Seasonal Constraints/Stipulations Waiver: The Authorized Officer may consider and grant a waiver of the stipulation on an existing lease if the area that was mapped as a GRSG habitat management area, regardless of type, when the lease was issued is no longer mapped as such through the appropriate planning process.