



United States Department of the Interior



BUREAU OF LAND MANAGEMENT
Nevada State Office
P.O. Box 12000 (1340 Financial Blvd.)
Reno, Nevada 89520-0006
<http://www.blm.gov/nv/st/en.html>

JUL 24 2009

In Reply Refer To:
3120

Notice of Competitive Oil and Gas Lease Sale

The Nevada State Office is holding a competitive oral sale of Federal lands in the State of Nevada for oil and gas leasing. We are attaching a list that includes the parcel numbers, legal land descriptions and corresponding stipulations. The list is available on the Internet at:

http://www.blm.gov/nv/st/en/prog/minerals/leasable_minerals/oil_gas/oil_and_gas_leasing.html

If the site is not accessible, you may request a paper copy from our Information Access Center by calling (775) 861-6500 between the hours of 7:30 a.m. and 4:30 p.m.

Information regarding leasing of Federal minerals overlain with private surface referred to as "Split Estate" is available at the following Washington Office website. 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:

http://www.blm.gov/wo/st/en/prog/energy/oil_and_gas/best_management_practices/split_estate.html

When and where will the sale take place?

When: The competitive sale begins at 9:00 a.m. on Tuesday, September 8, 2009. The sale room opens at 8:00 a.m. for registration and assignment of bidder numbers.

Where: We will hold the sale at the Bureau of Land Management, Nevada State Office, 1340 Financial Boulevard, Reno, Nevada 89520. Onsite parking is available.

Access: The sale room is accessible to persons with disabilities. If you need a sign language interpreter or materials in an alternate format, please tell us no later than one week before the sale. You may contact Natalie Aue at (775) 861-6684.

How do I register as a bidder?

Before the sale starts, you must complete a bidder registration form to obtain a bidding number. The forms are available at the registration desk. Anyone with an outstanding debt to BLM will not be allowed to register.

To participate in the bidding process, you must register to obtain a bidder number. If you are bidding for more than one party, you must register and obtain a separate bidder number for each company or individual you represent.

When you register to bid, you will be asked to sign a statement that your bid is a good faith intention to acquire an oil and gas lease and that you understand that any winning bid will constitute a legally binding commitment to accept the lease and pay monies owed, whether or not a lease is subsequently

issued. Further, you will acknowledge that you understand it is a crime under 18 U.S.C. 1001 and 43 U.S.C. 1212 to knowingly and willfully make any false, fictitious or fraudulent statements of representations regarding your bidder registration and intent to bid, accept a lease and pay monies owed.

What is the sale process?

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

- the auctioneer offers the parcels in the order they are shown on the attached list;
- the decision of the auctioneer is final; and
- names of high bidders (lessees) remain confidential until the results list is available.

If a parcel contains fractional acreage, round it up to the next whole acre. For example, a parcel of 100.48 acres requires a minimum bid of \$202 (101 acres x \$2).

What conditions apply to the lease sale?

● **Parcel withdrawal or sale cancellation:** We reserve the right to withdraw any or all parcels before the sale begins. If we withdraw parcels or cancel a sale, we will post a notice in our Information Access Center and announce the withdrawn parcels at the sale. We will also post a notice to our web page. If we cancel the sale, we will try to notify all interested parties in advance.

● **Lease terms:** Leases issue for a primary term of 10 years. They continue beyond the primary term as long as oil or gas is produced in paying quantities on or for the benefit of the lease. Rental is \$1.50 per acre for the first 5 years (\$2 per acre after that) until production begins. Once a lease is producing, we charge a royalty of 12.5 percent on the production removed or sold from the lease. You will find other lease terms on our standard lease form (Form 3100-11, July 2006 or later edition).

● **Stipulations:** Some parcels are subject to surface use restrictions or conditions affecting how you conduct operations on the lands. The stipulations become part of the lease and replace any inconsistent provisions of the lease form.

● **Bid form:** On the day of the sale, successful bidders must submit a properly completed bid form (Form 3000-2, January 2007 or later edition) along with their payment. The bid form is a legally binding offer to accept a lease and all its terms and conditions. Once the form is signed you cannot change it. **We will not accept any bid form that has information crossed out or is otherwise altered.**

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

- (1) You and the prospective lessee are qualified to hold an oil and gas lease under our regulations at 43 CFR 3102.5-2; and
- (2) Both of you have complied with 18 U.S.C., 1860, a law that prohibits unlawful combinations, intimidation 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 lands and 246,080 acres of acquired lands (30 U.S.C. 184(d)). For the purpose of chargeable acreage limitations, you are charged with your proportionate share of the lease acreage holdings of partnerships or corporations in which you own an interest greater than 10 percent. Lease acreage committed to a unit agreement or development contract that you hold, own or control is excluded from chargeability for acreage limitation purposes.

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

- **Payment:**

- **You cannot withdraw your bid.**

- **Payment due on the day of the sale:** For each parcel you are the successful high bidder, you must pay the minimum bonus bid of \$2 per acre or fraction of an acre; the first year's advance annual rental of \$1.50 per acre or fraction of an acre; and a non-refundable administrative fee of \$140. You must make this payment either during the sale or immediately following the sale. These are monies you owe the United States, whether or not a lease is issued.

The minimum monies owed the day of the sale for a winning bid are monies owed to the United States, whether or not a lease is issued. (43 CFR 3120.5-2(b) and 43 CFR 3120.5-3(a). If payment of the minimum monies owed the day of the sale is not received by the date and time below, the Bureau of Land Management will issue a bill for the monies owed, and if payment is not received by the bill due date, the United States will pursue collection by all appropriate methods, and when appropriate issue late fees, civil penalties, interest, administrative charges and penalties on past due amounts. (See, e.g., Federal Claims Collection Act of 1966, as amended; Debt Collection Improvement Act of 1996; and 32 CFR 285.)

- **Remaining payments:** If your bonus bid was more than \$2 per acre or fraction of an acre and you didn't pay the full amount on the day of the sale, you must pay the balance of your bonus bid by **4:30 p.m. on September 22, 2009**, which is the 10th working day following the sale. **If payment is not received by BLM in full by this date, you lose the right to the lease and you will forfeit the money you paid on the day of the sale.** We may offer the parcel in a future sale.

- **Method of payment:** You can pay by:

- personal check;
- certified check;
- money order; or
- credit card (Visa, Mastercard, American Express or Discover).

Please note, BLM will not accept credit or debit card payments to the Bureau for an amount equal to or greater than \$100,000. We also will not accept aggregated small amounts to bypass this requirement. We encourage you to make any payments of \$100,000 or more by Automated Clearing House (ACH) or Fed Wire transfer.

Make checks payable to: **Department of the Interior-BLM**. We do not accept cash. If you previously paid us with a check backed by insufficient funds, we will require a guaranteed payment,

such as a certified check. Anyone with an outstanding debt to BLM will not be allowed to register or bid at the sale.

- **Lease issuance:** After we receive the bid forms and all monies due, we can issue the lease. Usually, a lease is effective the first day of the month following the month we sign it. If you want your lease to be effective the first day of the month in which we sign it, ask us in writing before we sign the lease.

How can I find out the results of this sale?

We post the sale results in our Information Access Center and the Internet at:

http://www.blm.gov/nv/st/en/prog/minerals/leasable_minerals/oil_gas/oil_and_gas_leasing.html

You can purchase a printed copy of the results list from the Information Access Center.

How do I file a noncompetitive offer to lease after the sale?

Lands that do not receive a bid and are not subject to a pre-sale offer are available for a two-year period beginning the day after the sale. To file a noncompetitive offer, you must submit:

- Three copies of standard lease form 3100-11, *Offer to Lease and Lease for Oil and Gas* properly completed and signed. **(Note: We will accept reproductions of the official form, including computer generated forms, that are legible and have no additions, omissions, other changes, or advertising. If you use an obsolete lease form, we will reject your offer).** You must describe the lands in your offer as specified in our regulations at 43 CFR 3110.5; and submit
- \$365 nonrefundable administrative fee; and
- First year's advance rental (\$1.50 per acre or fraction thereof)

File offers on the day of the sale and the first business day after the sale in the Information Access Center. We consider these offers simultaneously filed. When a parcel receives more than one filing by 4:30 p.m. on the day after the sale, we will hold a drawing to determine the winner. Offers filed after this time period, receive priority according to the date and time of filing in this office.

How do I file a noncompetitive presale offer?

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

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

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

If we don't receive a bid at the sale for the parcel(s) contained in your presale offer, we will issue the lease. You can withdraw your presale offer prior to the date we sign your lease.

How do I nominate lands for future sales?

- file a letter with this office describing the lands you want posted to a sale – please refer to the Nevada State Office guidelines at the following link;
http://www.blm.gov/nv/st/en/prog/minerals/leasable_minerals/oil_gas/oil_and_gas_leasing.html
- file a presale offer

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

We are tentatively holding our next competitive sale on December 8, 2009. Nominations for the March 9, 2010, oil and gas sale are due in our office by 4:30 p.m. on September 25, 2009.

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

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

- We must receive a protest no later than close of business on the 15th calendar day prior to the date of the sale. If our office is not open on the 15th day prior to the date of the sale, a protest received on the next day our office is open to the public will be considered timely filed. The protest must also include any statement of reasons to support the protest. We will dismiss a late-filed protest or a protest filed without a statement of reasons.
- A protest must state the interest of the protesting party in the matter.
- You may file a protest either by mail, in hardcopy form or by telefax. You may not file a protest by electronic mail. A protest filed by fax must be sent to 775-861-6710. A protest sent to a fax number other than the fax number identified or a protest filed by electronic mail will be dismissed.
- If the party signing the protest is doing so on behalf of an association, partnership or corporation, the signing party must reveal the relationship between them. For example, unless an environmental group authorizes an individual member of its group to act for it, the individual cannot make a protest in the group’s name.

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

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

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

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

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

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

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

If we uphold a protest and withdraw the parcel from leasing, we will refund your first year’s rental, bonus bid and administrative fee. If the decision upholding the protest results in additional stipulations, we will offer you an opportunity to accept or reject the lease with the additional stipulations prior to lease

issuance. If you do not accept the additional stipulations, we will reject your bid and we will refund your first year's rental, bonus bid and administrative fee.

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

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

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

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

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

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

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

Who should I contact if I have a question?

For more information, contact Natalie Aue (775) 861-6684.



Atanda Clark
Chief, Branch of Minerals Adjudication

NOTICE TO LESSEE

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 who is not producing coal in commercial quantities from each such lease, cannot qualify for the issuance of any other lease granted under the MLA. Compliance by coal lessees with Section 2(a)(2)(A) is explained in 43 CFR 3472.

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) or (2) 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, the initial lessee as assignor or as transferor is no longer in compliance with Section 2(a)(2)(A). 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).

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

ENDANGERED SPECIES ACT
SECTION 7 CONSULTATION STIPULATION

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

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17405/21/2002

ARCHAEOLOGICAL STIPULATION

Lands fall within the Tonopah RMP and the Stormy-Abel Archaeological Complex of the Archaeological Predictive Model, Management Plan and Treatment Plans for Northern Railroad Valley, Nevada. Operations must follow all applicable management prescriptions and laws. NEPA analysis, cultural resource mitigation and Native American consultation will delay timeliness of permit approvals.

Description of Lands

PARCEL NV-09-09-027

ALL LANDS

ARCHAEOLOGICAL STIPULATION

Lands fall within the Tonopah RMP and the Archaeological Predictive Model, Management Plan and Treatment Plans for Northern Railroad Valley, Nevada. Operations must follow all applicable management prescriptions and laws. NEPA analysis, potential cultural resource mitigation and Native American consultation may delay timeliness of permit approvals.

Description of Lands

PARCEL NV-09-09-027

ALL LANDS

PARCEL NV-09-09-036

T. 9 N., R. 56 E., MDM, NV
sec. 10, SENE,W2E2;
sec. 15, E2E2,NWNE;
sec. 28, E2SW.

ARCHAEOLOGICAL STIPULATION

Lands fall within the Tonopah RMP and the Archaeological Predictive Model, Management Plan and Treatment Plans for Northern Railroad Valley, Nevada. Operations must follow all applicable management prescriptions and laws. NEPA analysis, potential cultural resource mitigation and Native American consultation may delay timeliness of permit approvals.

Description of Lands

PARCEL NV-09-09-027	ALL LANDS
PARCEL NV-09-09-033	ALL LANDS
PARCEL NV-09-09-036	T. 9 N., R. 56 E., MDM, NV sec. 03, Lots 1-4,S2N2,S2; sec. 10, SENE,W2E2,W2; sec. 18, SENW,NESE; sec. 30, S2NE.

STIPULATION
CULTURAL, NATIVE AMERICAN RELIGIOUS CONCERNS,
AND PALEONTOLOGICAL RESOURCES
FOR SPECIFIC PARCELS WITHIN LEASE SALE AREAS

The following No Surface Occupancy Stipulation will be applied to the parcels listed below.

No Surface Occupancy Stipulation – Surface occupancy will not be allowed within S1 Cultural Sites (listed or eligible).

Description of Lands

PARCEL NV-09-09-014

T. 30 N., R. 35 E., MDM, NV
sec. 13, All.

NSO-020-2

CULTURAL RESOURCES

No Surface Occupancy: Surface occupancy will not be allowed within the setting of National Register eligible or listed sites where integrity of setting is critical to their eligibility.

Controlled Or Limited Surface Use: (avoidance and/or mitigation measures to be developed). All surface disturbing activities proposed after issuance of the lease are subject to compliance with Section 106 of the National Historic Protection Act (NHPA) and it's implementation through the protocol between the BLM Nevada State Director and the Nevada State Historic Preservation Officer.

Description of Lands

PARCEL NV-09-09-008

THRU

PARCEL NV-09-09-022

ALL LANDS

NATIVE AMERICAN RELIGIOUS CONCERNS

No Surface Occupancy: Surface occupancy will not be allowed within the setting of National Register eligible or listed Traditional Cultural Properties (TCPs) where integrity of the setting is critical to their eligibility.

Controlled or Limited Surface Use (avoidance and/or mitigation measures to be developed): For development and production phases, surface occupancy may be limited to a specific distance or precluded at hot springs, sacred sites, or TCPs pending conclusion of the Native American consultation process. All development activities proposed under the authority of this lease are subject to the requirement for Native American consultation prior to BLM authorizing the activity. Depending on the nature of the lease developments proposed and the resources potentially affected, Native American consultation and mitigation measures to avoid significant impacts could significantly extend time frames for processing authorizations for development activities and change the ways in which developments are implemented.

Native Americans shall be allowed to access to sacred sites and Traditional Cultural Properties on and through oil and gas leases. Access to Native American sacred sites and Traditional Cultural Properties shall not be precluded by oil and gas exploration and development activities.

Should previously unidentified human remains or funerary objects be discovered during surface disturbing activities, all surface disturbing activities in the immediate vicinity of the discovery shall cease and BLM shall be notified. Surface disturbing activities shall not be reinitiated in the immediate vicinity of the discovery until authorized by the BLM.

This lease may be found to contain historic properties and/or resources protected under the 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.

As surface disturbing activities occur, the BLM will require that the operator monitor the water temperature and outflow of water from local hot springs and existing wells. This may require the operator to make a good faith effort to obtain access across private property. If the temperature and outflow of the water from the spring or well are impacted, the BLM will require the operator to take corrective actions. Failure of the operator to take the corrective measures as directed could result in BLM's terminating the operation

Description of Lands

PARCEL NV-09-09-008
THRU
PARCEL NV-09-09-022

ALL LANDS

NSO-020-4

STIPULATION
WETLANDS AND RIPARIAN AREAS

The following parcels have been identified to contain riparian habitat. The following No Surface Occupancy stipulation would be applied to these parcels as described:

Stipulation: Surface occupancy shall not be allowed within 650 feet (horizontal measurement) of any surface water bodies, riparian areas, wetlands, playas or 100-year floodplains to protect the integrity of these resources (as indicated by the presence of riparian vegetation and not actual water). Exceptions to this restriction may be considered on a case-by-case basis if the BLM in an area where current development has shown no adverse impacts, 2) suitable off-site mitigation will be provided if habitat loss is expected, or 3) BLM determines development proposed under any plan of operations ensures adequate protection of the resources. This buffer may be greater as determined by the WFO, in order to sufficiently protect riparian areas against adverse impacts such as increased sedimentation, impacts to water quality and quantity and loss of riparian vegetation.

Description of Lands

PARCEL NV 09-09-009

T. 29 N., R. 35 E., MDM, NV
sec. 04, Lots 1,2, S2NE,S2.

PARCEL NV 09-09-011

T. 29 N., R. 35 E., MDM, NV
sec. 30, Lots 1-4, E2,E2W2;
sec. 31, Lots 1-3, E2,E2NW,NESW;
sec. 32, ALL.

RIPARIAN AREAS

No surface occupancy with 500 feet (horizontal measurement) of any surface water bodies, riparian areas, wetlands, playas or 100-year floodplains to protect the integrity of these resources (as delineated by the presence of riparian vegetation and not actual water). Exceptions to this restriction may be considered on a case-by-case basis if the BLM determines at least one of the following conditions apply: 1) additional development is proposed in an area where current development has shown no adverse impacts, 2) suitable off-site mitigation will provided if habitat loss is expected, or 3) BLM determines development proposed under any plan of operations insures adequate protection of the resources.

Description of Lands

PARCEL NV-09-09-001

THRU

PARCEL NV-09-09-007

ALL LANDS

NATIVE AMERICAN CONSULTATION

All development activities proposed under the authority of this lease are subject to the requirement for Native American consultation prior to BLM authorizing the activity. Depending on the nature of the lease developments being proposed and the resources of the concerns to tribes potentially affected, Native American consultation and resulting mitigation measures to avoid significant impacts may extend time frames for processing authorizations for development activities, as well as, change in the ways in which developments are implemented.

Description of Lands

PARCEL NV-09-09-001
THRU
PARCEL NV-09-09-007

ALL LANDS

STIPULATION
GENERAL OCCUPNACY

Surface occupancy may be restricted for specific periods by the land management agency's authorized officer for reasons including, but not limited to (a) extended periods of high soil moisture of runoff when unusual road damage or land surface rutting can occur, and (b) when occupancy would have significant effect upon sage grouse mating and brood-rearing, eagle or falcon nesting, and crucial deer wintering areas.

Description of Lands

PARCEL NV-09-09-023

ALL LANDS

PARCEL NV-09-09-024

ALL LANDS

PARCEL NV-09-09-025

ALL LANDS

SAGE GROUSE

No surface use is allowed during the following time period(s). Surface use is prohibited from March 1-August 1 within 2.0 miles (line of site) of sage grouse strutting or nesting areas described below or on newly identified strutting or nesting areas.

	<u>Description of Lands</u>
PARCEL NV-09-09-023	ALL LANDS
PARCEL NV-09-09-024	ALL LANDS
PARCEL NV-09-09-025	ALL LANDS

WILDLIFE

The Shoshone-Eureka Land Use Plan provides for time of day and or time of year restrictions on exploration and or development that are in the immediate vicinity or would cross crucial sage grouse, deer and pronghorn antelope winter habitats, antelope kidding areas, or raptor nesting areas.

Description of Lands

PARCEL NV-09-09-023	ALL LANDS
PARCEL NV-09-09-024	ALL LANDS
PARCEL NV-09-09-025	ALL LANDS

MIGRATORY BIRDS

Operators should be aware that any ground clearing or other disturbance (such as the creation of cross-country access to sites, drilling, and or construction) during the migratory bird nesting season (roughly, March 1 through July 31) risks a violation of the Migratory Bird Treaty Act. The Act prohibits destroying eggs or young of common shrub-nesting birds such as the sage thrasher, sage sparrow, Brewer's sparrow, homed lark, and meadowlark. Almost every migratory bird, with the Mount Lewis Field Office DOI-BLM-NV-BO 10-2009-0 1 18 DNA Attachment B Page 1 of 3 Attachment B Stipulations for Oil and Gas Parcels exception of a few species such as the English sparrow and European starling, is covered by this law.

	<u>Description of Lands</u>
PARCEL NV-09-09-023	ALL LANDS
PARCEL NV-09-09-024	ALL LANDS
PARCEL NV-09-09-025	ALL LANDS

STIPULATIONS

Water, Riparian and Wetlands The district contains live waters that are critical to the survival of various wildlife species. Therefore, prior to entry onto lands containing live waters, the lessee (operator) will discuss the proposed activities jointly with the area oil and gas supervisor and the district manager who may require additional measures for the protection of the water and its environment. Such measures may include: No use of the water No surface occupancy on some or all of the adjacent lands within 1/4 mile of the water. Limitations on the type of equipment that may be used Restrictions of activities during certain times of the year. All drilling sites within 1/4 mile of live or ephemeral waters must have impermeable reservoirs capable of retaining wastes and spoils. Drill sites will be of sufficient distance from cold water springs to reduce the chance of flow interference. Federally owned or controlled springs and water development may be used only with the prior written approval of the authorized officer.

Description of Lands

PARCEL NV-09-09-023	ALL LANDS
PARCEL NV-09-09-024	ALL LANDS
PARCEL NV-09-09-025	ALL LANDS

STIPULATIONS

Cultural Resources Any proposed activities to be conducted under a lease should be evaluated on a case by case basis for compliance with Section 106 of the National Historic Preservation Act. Prior to any project implementation or ground disturbing activities, including exploration plans, adequate inventory, evaluation and mitigation (if necessary) of cultural resources must occur pursuant to Section 106 of the National Historic Preservation Act and as articulated in the Nevada State Protocol Agreement. Furthermore, the Native American Graves Protection and Repatriation Act (NAGPRA: 43 CFR 101), protects items of cultural patrimony, Native American funerary items, Native American remains and sacred objects. In addition, the Archaeological Resources Protection Act (ARPA: 43 CFR 7.4,7.14,7.15,7.16) provides for civil and/or criminal penalties for the disturbance of archaeological resources on federal lands. If cultural resources, Native American skeletal remains, funerary items, sacred items, or objects of cultural patrimony, are discovered during any phase of project implementation, all operations must cease in the vicinity of the discovery and adequate protection must be provided to the discovery. The BLM must be notified immediately, by telephone, with written confirmation to follow (43 CFR 10.4 (c), (d), (g); Nevada State Protocol Agreement VIII (b)). Notification should be made to Doug Furtado, Field Manager, Mt. Lewis Field Office, 50 Bastian Road, Battle Mountain, NV, 89820, (775-635-4000). No activity in the vicinity of the discovery should resume until the operator has been issued a Notice to Proceed by the Authorized Officer. Mount Lewis Field Office DOI-BLM-NV-BO10-2009-0118 DNA Attachment B Page 2 of 3 Attachment B Stipulations for Oil and Gas Parcels.

Description of Lands

PARCEL NV-09-09-023	ALL LANDS
PARCEL NV-09-09-024	ALL LANDS
PARCEL NV-09-09-025	ALL LANDS

RAPTORS

Power lines and other electrical facilities will be constructed to minimize the electrocution hazard to eagles and other large raptors. Their designs will require a prior approval of the authorized officer of the land management agency.

Description of Lands

PARCEL NV-09-09-023	ALL LANDS
PARCEL NV-09-09-024	ALL LANDS
PARCEL NV-09-09-025	ALL LANDS

NATIVE AMERICAN CONSULTATION

In accordance with the National Historic Preservation Act (P.L. 89-665), the National Environmental Policy Act (P.L. 91-190), the Federal Land Policy and Management Act (P.L. 94- 579), the American Indian Religious Freedom Act (P.L. 95-341), the Native American Graves Protection and Repatriation Act (P.L. 101-601) and Executive Order 13007, the BLM must also provide affected tribes an opportunity to comment and consult on the proposed project. BLM must attempt to limit, reduce, or possibly eliminate any negative impacts to Native American **traditional/cultural/spiritual** sites, activities, and resources. BLM reserves the right to deny or alter proposed activities associated with any surface occupancy that results from Oil, Gas, and Geothermal leasing. Maintaining physical and spiritual integrity of certain locations within the Mount Lewis Field Office administrative boundary is detrimental to present and future **cultural/spiritual/traditional** activities. In accordance with Federal legislation and executive orders, Federal agencies must consider the impacts their actions may have to Native American traditions and religious practices. Consequently, the BLM must take steps to identify locations having traditional/cultural or religious values to Native Americans and insure that its actions do not unduly or unnecessarily burden the pursuit of traditional religion or traditional lifeways.

Description of Lands

PARCEL NV-09-09-023	ALL LANDS
PARCEL NV-09-09-024	ALL LANDS
PARCEL NV-09-09-025	ALL LANDS

THREATENED, ENDANGERED, AND SPECIAL STATUS SPECIES

The lease area may now or hereafter contain plants, animals, or their habitats determined to be threatened, endangered, or other special status species. BLM may recommend modifications to exploration and development proposals to further its conservation and management objective to avoid BLM-approved activity that will contribute to a need to list such a species or their habitat. BLM may require modifications to or disapprove proposed activity that is likely to result in jeopardy to the continued existence of a proposed or listed threatened or endangered species or result in the destruction or adverse modification of a designated or proposed critical habitat. BLM will not approve any ground-disturbing activity that may affect any such species or critical habitat until it complete 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.

Authority: BLM Washington Office Instruction Memorandum 2002-174; Endangered Species Act

	<u>Description of Lands</u>
PARCEL NV-09-09-026	ALL LANDS
PARCEL NV-09-09-028 THRU PARCEL NV-09-09-032	ALL LANDS
PARCEL NV-09-09-034 THRU PARCEL NV-09-09-035	ALL LANDS
PARCEL NV-09-09-037 THRU PARCEL NV-09-09-085	ALL LANDS

RAPTOR NESTING SITES

This lease may contain lands with active raptor nesting sites. These lands are subject to seasonal protection from disturbance to avoid displacement and mortality of raptor young.. Restrictions apply up to a 0.5 mile radius around the active nesting sites of the following species during the period described. The entire Elko District may provide suitable nesting for one or more of the species listed below.

- a) Golden Eagles and Great Horned Owls during the period 1/1-6/30, inclusive.
- b) Long-eared Owls during the period 2/1-5/15, inclusive.
- c) Prairie Falcons during the period 3/1-6/30, inclusive.
- d) Ferruginous Hawks, Northern Harriers, and Barn Owls during the period 3/1-7/31, inclusive.
- e) Goshawk and Sharp-shinned Hawks during the period 3/15-7/15, inclusive.
- f) Cooper’s Hawks, Kestrels, and Burrowing Owls during the period 4/1-6/30, inclusive.
- g) Red-tailed and Swainson’s Hawk during the period 4/1-7/15, inclusive.
- h) Short-eared Owls during the period 2/1-6/15, inclusive.

Authority/Supporting Documentation: Wells RMP ROD (p. 25); Elko RMP ROD (p. 25), Birds of the Great Basin, 1985; State Director Decision: Horse Canyon Decision, 2005;

	<u>Description of Lands</u>
PARCEL NV-09-09-026	ALL LANDS
PARCEL NV-09-09-028 THRU PARCEL NV-09-09-032	ALL LANDS
PARCEL NV-09-09-034 THRU PARCEL NV-09-09-035	ALL LANDS
PARCEL NV-09-09-037 THRU PARCEL NV-09-09-085	ALL LANDS

CULTURAL RESOURCES

This lease may be found to contain historic properties and/or resources protected under the 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.

Authority: BLM Washington Office Instruction Memorandum 2005-03

	<u>Description of Lands</u>
PARCEL NV-09-09-026	ALL LANDS
PARCEL NV-09-09-028 THRU PARCEL NV-09-09-032	ALL LANDS
PARCEL NV-09-09-034 THRU PARCEL NV-09-09-035	ALL LANDS
PARCEL NV-09-09-037 THRU PARCEL NV-09-09-085	ALL LANDS

MULE DEER CRUCIAL WINTER RANGE

This lease contains lands which have been identified as mule deer crucial winter range (BLM EA 2005/030, September 2005). These lands are subject to seasonal protection from disturbance to avoid displacement and mortality to animals during the winter. A map of mule deer crucial winter range can be found in BLM EA 2005-030.

- a) Seasonal restrictions from disturbance in mule deer crucial winter ranges apply during the period 11/15-3/16, inclusive.

Authority/Supporting Documentation: Wells RMP ROD (p. 10); Elko RMP ROD (pg. 3); Field Guide to Mammals (1976)

Description of Lands

PARCEL NV-09-09-084

THRU

PARCEL NV-09-09-085

ALL LANDS

PRONGHORN ANTELOPE CRUCIAL WINTER RANGE

This lease contains lands which have been identified as pronghorn antelope crucial winter range (BLM EA 2005/030, September 2005). These lands are subject to seasonal protection from disturbance to avoid displacement and mortality to animals during the winter. A map of pronghorn antelope crucial winter range can be found in BLM EA 2005/030.

- a) Seasonal restrictions from disturbance in pronghorn antelope crucial winter ranges apply during the period 11/15-3/16, inclusive.

Authority/Supporting Documentation: Wells RMP ROD (p. 25); Elko RMP ROD (p. 3); Field Guide to Mammals (1976)

	<u>Description of Lands</u>
PARCEL NV-09-09-044 THRU PARCEL NV-09-09-047	ALL LANDS
PARCEL NV-09-09-071	ALL LANDS
PARCEL NV-09-09-073	ALL LANDS
PARCEL NV-09-09-074	ALL LANDS

SAGE GROUSE STRUTTING GROUND (LEKS)

This lease contains lands which have been identified as sage grouse strutting grounds (leks) that are subject to seasonal protection from disturbance. A map of known sage grouse leks as of May 2005 can be found in BLM EA 2005/030. Additional leks may be identified in the future.

- a) No Surface Occupancy is permitted within 0.5 miles, or other, lesser, appropriate distance based on site-specific conditions, of sage grouse leks.

Authority/Supporting Documentation: Wells RMP ROD (p. 10); Elko RMP ROD (p. 35); Management Guidelines for Sage Grouse and Sagebrush Ecosystems in Nevada, 2000; State Director Decision: Horse Canyon Decision, 2005

	<u>Description of Lands</u>
PARCEL NV-09-09-039	ALL LANDS
PARCEL NV-09-09-040	ALL LANDS
PARCEL NV-09-09-048	ALL LANDS
PARCEL NV-09-09-051 THRU	
PARCEL NV-09-09-052	ALL LANDS
PARCEL NV-09-09-056	ALL LANDS
PARCEL NV-09-09-061	ALL LANDS
PARCEL NV-09-09-065 THRU	
PARCEL NV-09-09-066	ALL LANDS
PARCEL NV-09-09-070 THRU	
PARCEL NV-09-09-071	ALL LANDS
PARCEL NV-09-09-073 THRU	
PARCEL NV-09-09-075	ALL LANDS

SAGE GROUSE B ROOD REARING AREAS

This lease contains lands which have been identified as sage grouse brood rearing areas that are subject to seasonal protection from disturbance.

- a) Seasonal restrictions from disturbance in sage grouse brood rearing areas apply within 0.5 miles or other appropriate distance based on site-specific conditions from 5/15 to 8/15, inclusive. This restriction does not apply to operating facilities.

Authority/Supporting Documentation: Wells RMP ROD (p. 25); Elko RMP ROD (p. 3 and 36) Management Guidelines for Sage Grouse and Sagebrush Ecosystems in Nevada, 2000, State Director Decision: Horse Canyon Decision, 2005

	<u>Description of Lands</u>
PARCEL NV-09-09-026	ALL LANDS
PARCEL NV-09-09-028 THRU PARCEL NV-09-09-032	ALL LANDS
PARCEL NV-09-09-034 THRU PARCEL NV-09-09-035	ALL LANDS
PARCEL NV-09-09-037 THRU PARCEL NV-09-09-051	ALL LANDS
PARCEL NV-09-09-053 THRU PARCEL NV-09-09-059	ALL LANDS
PARCEL NV-09-09-061	ALL LANDS
PARCEL NV-09-09-063 THRU PARCEL NV-09-09-071	ALL LANDS
PARCEL NV-09-09-074 THRU PARCEL NV-09-09-080	ALL LANDS

SAGE GROUSE CRUIAL WINTER HABITAT

This lease contains lands which have been identified as sage grouse crucial winter habitat that are subject to seasonal protection from disturbance. This stipulation does not apply to operating facilities.

- a) Seasonal restrictions from disturbance in sage grouse crucial winter habitat apply during the period November 1 to March 15.

Authority/Supporting Documentation: Wells RMP ROD (p. 22 and 25); Elko RMP ROD; Management Guidelines for Sage Grouse and Sagebrush Ecosystems in Nevada, 2000;

Description of Lands

PARCEL NV-09-09-028 THRU PARCEL NV-09-09-032	ALL LANDS
PARCEL NV-09-09-034 THRU PARCEL NV-09-09-035	ALL LANDS
PARCEL NV-09-09-037 THRU PARCEL NV-09-09-039	ALL LANDS
PARCEL NV-09-09-063 THRU PARCEL NV-09-09-064	ALL LANDS
PARCEL NV-09-09-066	ALL LANDS
PARCEL NV-09-09-068 THRU PARCEL NV-09-09-070	ALL LANDS
PARCEL NV-09-09-075 THRU PARCEL NV-09-09-077	ALL LANDS
PARCEL NV-09-09-079	ALL LANDS
PARCEL NV-09-09-082 THRU PARCEL NV-09-09-085	ALL LANDS

OG-010-05-09

I-80 "LOW VISIBILITY CORRIDOR"

This parcel includes lands within the I-80 Visual Corridor. Visual impacts are to be minimized within 1.5 miles on either side of Interstate 80. Within this three-mile wide Low Visibility Corridor, the objective is for management actions not to be evident in the characteristic landscape. Management objectives for Class II VRM areas will be used as a guideline when evaluating projects within the Low Visibility Corridor. The Class II VRM objective is to retain the existing character of the landscape. The level of change to the characteristic landscape should be low. Management activities may be seen but should not attract the attention of the casual observer. Any changes must repeat the basic elements of form, line, color, and texture found in the predominant natural features of the characteristic landscape.

Authority: Wells RMP ROD (p. 3); Elko RMP ROD (p. 1); Elko Field Office IM NV-2004-013)

Description of Lands

PARCEL NV-09-09-029 THRU PARCEL NV-09-09-030	ALL LANDS
PARCEL NV-09-09-072	ALL LANDS

CONTINGENCY RIGHTS STIPULATION

The Bureau of Land Management has reviewed existing information and planning documents and, except as noted in other attached stipulations, knows of no reason why normal development—subject to the controls of applicable laws and regulations and the lease terms and conditions—cannot proceed on the leased lands. However, specific development activities could not be identified prior to lease issuance since the nature and extent of oil and gas resources were not known and specific operations have not been proposed. The lessee is hereby made aware that all post lease operations will be subject to appropriate environmental review and may be limited or denied by no surface occupancy stipulations.

Description of Lands

PARCEL NV-09-09-008
THRU
PARCEL NV-09-09-022

ALL LANDS

HAZARDOUS MATERIALS/WASTE AND SOLID WASTE

Prior to exploration and development, an emergency response plan will be developed to include contingencies for hazardous material spills.

Description of Lands

PARCEL NV-09-09-008
THRU
PARCEL NV-09-09-022

ALL LANDS

INVASIVE, NON-NATIVE NOXIOUS PLANT SPECIES

During all phases of exploration and development, the lessee shall maintain a noxious weed control program consisting of monitoring and eradication for species listed on the Nevada Designated Noxious Weed List (NRS 555.010).

Areas to be developed will be inventoried for the presence of invasive noxious species before disturbance. During close out operations, sites shall be inventoried for the presence of these noxious weed species and treated if noxious weeds are present.

The BLM will develop and the operator will implement a noxious weed treatment program from the time operation commences until the site is abandoned. Seed and mulch used to reclaim disturbed areas shall be free of invasive noxious weed species

Description of Lands

PARCEL NV-09-09-008	
THRU	
PARCEL NV-09-09-022	ALL LANDS

LANDS & REALTY

The operator shall coordinate its lease activities with the existing rights-of-way holders in the lease area to avoid the potential for adverse effects on, and minimize the inconvenience to, these rights holders' authorized operations.

No drilling, including exploration or development activities, will be allowed within a linear R/W's authorized footprint.

Oil and gas lessees and operators shall not prevent public access across leased lands.

Description of Lands

PARCEL NV-09-09-008
THRU
PARCEL NV-09-09-022

ALL LANDS

MIGRATORY BIRDS

Surface disturbing activities during the migratory bird nesting season (March to July) may be restricted in order to avoid potential violation of the Migratory Bird Act. Appropriate inventories of migratory birds shall be conducted during analysis of actual site development. If active nests are located, or if other evidence of nesting is observed (mating pairs, territorial defense, carrying of nesting material, transporting of food), the proponent shall coordinate with BLM to establish appropriate protection measures for the nesting sites. Protection measures may include avoidance or restricting or excluding development in certain areas until nests and nesting birds will not be disturbed. After July 31, no further avian survey, will be conducted until the following year.

Description of Lands

PARCEL NV-09-09-008
THRU
PARCEL NV-09-09-022

ALL LANDS

PALEONTOLOGICAL RESOURCES

Where significant paleontological resources are identified, mitigating measures such as data recovery, restrictions on development, and deletion of some areas from development may be required on a case by case basis.

Description of Lands

PARCEL NV-09-09-008
THRU
PARCEL NV-09-09-022

ALL LANDS

SOILS

Surface disturbance will be prohibited in areas where slopes are in excess of 25 percent.

Description of Lands

PARCEL NV-09-09-008
THRU
PARCEL NV-09-09-022

ALL LANDS

THREATENED, ENDANGERED OR SPECIAL STATUS SPECIES

No surface occupancy: No surface occupancy within 1 mile of occupied or identified potential Lahontan Cutthroat Trout (LCT) habitat.

Description of Lands

PARCEL NV-09-09-008
THRU
PARCEL NV-09-09-022

ALL LANDS

STIPULATION

Controlled Or Limited Surface Use: (avoidance and/or mitigation measures to be developed)

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

Exploratory endeavors on the public lands will require a Special Status Species review, and may require a field survey for the presence of Special Status Species. Potential impacts to Special Status Species will be analyzed on a case-by-case basis. Mitigation measures will be developed on an individual project basis depending upon the results of the survey.

Description of Lands

PARCEL NV-09-09-008
THRU
PARCEL NV-09-09-022

ALL LANDS

STIPULATION

General Sage Grouse Stipulations: Prior to entry on any lease areas which include known or potential habitat, the lessee (operator) shall contact the appropriate BLM Field Office to discuss any proposed activities.

Description of Lands

PARCEL NV-09-09-008
THRU
PARCEL NV-09-09-022

ALL LANDS

STIPULATION

Pygmy Rabbit: Surface disturbing activities in pygmy rabbit habitat may be restricted in order to avoid impacts to pygmy rabbits. Appropriate inventories of suitable pygmy rabbit habitat shall be conducted during analysis of actual site development. If pygmy rabbits or their sign are located, the proponent shall coordinate with BLM to establish appropriate protection measures which may include avoidance or restricting or excluding development.

Description of Lands

PARCEL NV-09-09-008
THRU
PARCEL NV-09-09-022

ALL LANDS

STIPULATION

Other Biota: Prior to site development, a survey for invertebrates will be conducted on areas where geothermal surface expressions occur.

Description of Lands

PARCEL NV-09-09-008
THRU
PARCEL NV-09-09-022

ALL LANDS

VEGETATION

All areas of exploration and or development disturbance will be reclaimed including re-contouring disturbed areas to blend with the surrounding topography and using appropriate methods to seed with a diverse perennial seed mix. The seed mix used to reclaim disturbed areas will be "certified" weed free.

Description of Lands

PARCEL NV-09-09-008
THRU
PARCEL NV-09-09-022

ALL LANDS

WATER QUALITY (SURFACE AND GROUND)

As exploration and development activities commence, the operator shall institute a hydrologic monitoring program. The details of the monitoring programs will be site specific and the intensity shall be commensurate with the level of exploration. For example, if the proponent will be conducting seismic studies the monitoring will be limited to the identification of water resources to be monitored as activities continue; if a drilling program were to be undertaken the number of aquifers encountered, their properties, their quality, and their saturated thickness will be documented. The information collected will be submitted to the Bureau of Land Management and will be used to support future NEPA documentation as development progresses. Adverse impacts to surface expressions of the geothermal reservoir (hot springs), and Threatened and Endangered Species habitat are not acceptable. The lessee will monitor the quality, quantity, and temperature of any hot or cold springs or other water resource within the project area whenever they are conducting activities which have the potential to impact those resources. This may require the operator to make a good faith effort to obtain access across private property. If adverse impacts do occur, BLM will require the lessee to take corrective action to mitigate the impact. Corrective action may include shutting down the operation. These are in addition to the other stipulations. The information gathered under the monitoring stipulation will be used to identify future impacts at the operational stage.

Description of Lands

PARCEL NV-09-09-008
THRU
PARCEL NV-09-09-022

ALL LANDS

WILD HORSES AND BURROS

Controlled or Limited Surface Use: (avoidance and/or mitigation measures to be developed.) If wild horse or burro populations are located on sites proposed for development, it may be necessary to avoid or develop mitigation measures to reduce adverse impacts to horses. These measures may include providing alternative water sources for horses of equal quality and quantity. In the Stillwater HMA any alternate water source shall be placed one mile away from oil and gas operations.

Description of Lands

PARCEL NV-09-09-008
THRU
PARCEL NV-09-09-022

ALL LANDS

STIPULATION

WILDLIFE, THREATENED, ENDANGERED AND SPECIAL STATUS SPECIES WETLANDS AND RIPARIAN ZONES

Sage grouse: The following stipulations apply to protect sage grouse and their habitat. Known habitat is defined as those areas within a designated Populations Management Unit (PMU).

Known Breeding habitat and Leks: March through May, but may vary on site specific basis. Avoid all activity within 3.3 km. (2 miles) of know leks during the mating season – March through May, or as determined by Field Office and Wildlife Personnel. No surface occupancy with 3.3 km (2 miles) of know leks at all times.

Nesting Habitat and Brood-rearing habitats: (April through August per Interim NV Guidelines) and Winter Habitats: (October through March).

Known Habitat: Avoid all development or exploration activities within 3.3 km (2 miles) or other appropriate distance based on site-specific conditions, or leks, or within 1 km (0.6 mi.) of know nesting, brood-rearing and winter habitat.

General Sage Grouse Stipulations: Prior to entry on any lease areas which include known or potential habitat, the lessee (operator) shall contact the appropriate BLM Field Office to discuss any proposed activities.

- 1) The following parcels are located within 1 km (0.6 miles) of nesting and brood-rearing habitat. The following stipulation will be applied to the parcels.

Stipulation: Avoid all development or exploration activities within 1 km (0.6 mi.) of known nesting, brood-rearing habitat.

Description of Lands

PARCEL NV-09-09-010	T. 29 N., R. 35 E., MDM, NV sec. 18, Lots 1-4, E2,E2W2.
PARCEL NV-09-09-011	T. 29 N., R. 35 E., MDM, NV sec. 30, Lots 1-4, E2,E2W2; sec. 31, Lots 1-3, E2,E2NW,NESW; sec. 32, ALL.
PARCEL NV-09-09-020	T. 30 N., R 36 E., MDM, NV sec. 06, Lots 1-7, S2NE,SE,SE,SE; sec. 08, ALL.
PARCEL NV -09-09-021	T. 30 N., R 36 E., MDM, NV sec. 16, ALL; sec. 22, ALL.

STIPULATION

WILDLIFE, THREATENED, ENDANGERED AND SPECIAL STATUS SPECIES WETLANDS AND RIPARIAN ZONES

Sage grouse: The following stipulations apply to protect sage grouse and their habitat. Known habitat is defined as those areas within a designated Populations Management Unit (PMU).

Known Breeding habitat and Leks: March through May, but may vary on site specific basis. Avoid all activity within 3.3 km. (2 miles) of know leks during the mating season – March through May, or as determined by Field Office and Wildlife Personnel. No surface occupancy with 3.3 km (2 miles) of know leks at all times.

Nesting Habitat and Brood-rearing habitats: (April through August per Interim NV Guidelines) and Winter Habitats: (October through March).

Known Habitat: Avoid all development or exploration activities within 3.3 km (2 miles) or other appropriate distance based on site-specific conditions, or leks, or within 1 km (0.6 mi.) of know nesting, brood-rearing and winter habitat.

General Sage Grouse Stipulations: Prior to entry on any lease areas which include known or potential habitat, the lessee (operator) shall contact the appropriate BLM Field Office to discuss any proposed activities.

- 2) The following parcels are located within 1 km (0.6 miles) of sage grouse winter habitat. The following stipulation will be applied to the parcels.

Stipulation: Avoid all development or exploration activities within 1 km. (0.6 mi.) of known winter habitat.

Description of Lands

PARCEL NV-09-09-010	T. 29 N., R. 35 E., MDM, NV sec. 18, Lots 1-4, E2,E2W2.
PARCEL NV-09-09-011	T. 29 N., R. 35 E., MDM, NV sec. 30, Lots 1-4, E2,E2W2; sec. 31, Lots 1-3, E2,E2NW,NESW; sec. 32, ALL.
PARCEL NV-09-09-020	T. 30 N., R 36 E., MDM, NV sec. 06, Lots 1-7, S2NE,SE,SW,SE; sec. 08, ALL.
PARCEL NV -09-09-021	T. 30 N., R 36 E., MDM, NV sec. 16, ALL; sec. 22, ALL.

STIPULATION

WILDLIFE, THREATENED, ENDANGERED AND SPECIAL STATUS SPECIES WETLANDS AND RIPARIAN ZONES

Sage grouse: The following stipulations apply to protect sage grouse and their habitat. Known habitat is defined as those areas within a designated Populations Management Unit (PMU).

Known Breeding habitat and Leks: March through May, but may vary on site specific basis. Avoid all activity within 3.3 km. (2 miles) of know leks during the mating season – March through May, or as determined by Field Office and Wildlife Personnel. No surface occupancy with 3.3 km (2 miles) of know leks at all times.

Nesting Habitat and Brood-rearing habitats: (April through August per Interim NV Guidelines) and Winter Habitats: (October through March).

Known Habitat: Avoid all development or exploration activities within 3.3 km (2 miles) or other appropriate distance based on site-specific conditions, or leks, or within 1 km (0.6 mi.) of know nesting, brood-rearing and winter habitat.

General Sage Grouse Stipulations: Prior to entry on any lease areas which include known or potential habitat, the lessee (operator) shall contact the appropriate BLM Field Office to discuss any proposed activities.

- 3) The following parcels are located within mule deer crucial winter range, mule deer winter range and pronghorn antelope corridors (migration routes). The following stipulation applies to all the parcels.

Controlled or Limited Surface Use: (avoidance and/or required mitigation measures to be developed)-Are applicable for all leases proposed in mule deer, antelope, and big horn sheep winter habitats, critical fawning and kidding areas and critical migration routes.

Description of Lands

PARCEL NV-09-09-010	T. 29 N., R. 35 E., MDM, NV sec. 18, Lots 1-4, E2,E2W2.
PARCEL NV-09-09-011	T. 29 N., R. 35 E., MDM, NV sec. 30, Lots 1-4, E2,E2W2; sec. 31, Lots 1-3, E2,E2NW,NESW; sec. 32, ALL.
PARCEL NV-09-09-020	T. 30 N., R 36 E., MDM, NV sec. 06, Lots 1-7, S2NE,SENW,E2SW,SE; sec. 08, ALL.
PARCEL NV -09-09-021	T. 30 N., R 36 E., MDM, NV sec. 16, ALL; sec. 22, ALL.

MATERIAL SITE

The lessee accepts this lease subject to the right of the State of Nevada to remove road building material from the land embraced in Material Site No. (see below) and agrees that its operations will not interfere with the material operations of the Department of Transportation.

Description of Lands

PARCEL NV-09-09-022
N 82713

T. 30 N., R. 36 E., MDM, Nevada
sec. 30, Lots 1-4, E2,E2W2 (within).

PARCEL NV-09-09-071
NEV 051235

T. 42 N., R., 64 E., MDM, Nevada
sec. 19, Lots 1-4, E2,E2W2 (within);
sec. 20, All (within).

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NV-09-09-001 2557.280 Acres
T.0120N, R.0350E, 21 MDM, NV
Sec. 001 LOTS 1-4;
001 S2N2,S2;
002 LOTS 1-4;
002 S2N2,S2;
003 LOTS 1-4;
003 S2N2,S2;
004 LOTS 1-4;
004 S2N2,S2;

Mineral County
Carson City FO
Stipulations:
NV-030-NA-1,NSO-030-2

NV-09-09-002 2560.000 Acres
T.0120N, R.0350E, 21 MDM, NV
Sec. 009 ALL;
010 ALL;
011 ALL;
012 ALL;

Nye County
Carson City FO
Stipulations:
NV-030-NA-1,NSO-030-2

NV-09-09-003 640.000 Acres
T.0120N, R.0350E, 21 MDM, NV
Sec. 014 ALL;

Nye County
Carson City FO
Stipulations:
NV-030-NA-1,NSO-030-2

NV-09-09-004 2560.000 Acres
T.0120N, R.0350E, 21 MDM, NV
Sec. 015 ALL;
016 ALL;
021 ALL;
022 ALL;

Nye County
Carson City FO
Stipulations:
NV-030-NA-1,NSO-030-2

NV-09-09-005 2560.000 Acres
T.0130N, R.0350E, 21 MDM, NV
Sec. 014 PROT ALL;
015 PROT ALL;
023 PROT ALL;
024 PROT ALL;

Nye County
Carson City FO
Stipulations:
NV-030-NA-1,NSO-030-2

NV-09-09-006 2560.000 Acres
T.0130N, R.0350E, 21 MDM, NV
Sec. 025 PROT ALL;
026 PROT ALL;
035 PROT ALL;
036 PROT ALL;

Nye County
Carson City FO
Stipulations:
NV-030-NA-1,NSO-030-2

NV-09-09-007 2560.000 Acres
T.0130N, R.0350E, 21 MDM, NV
Sec. 027 PROT ALL;
028 PROT ALL;
033 PROT ALL;
034 PROT ALL;

Nye County
Carson City FO
Stipulations:
NV-030-NA-1,NSO-030-2

NV-09-09-008 1720.810 Acres
T.0290N, R.0350E, 21 MDM, NV
Sec. 002 LOTS 1-4;
002 S2N2,S2;
012 ALL;
014 E2E2,NWNE,W2NW,SW;

Pershing County
Winnemucca FO
Stipulations:
NSO-020-3,NSO-020-4
OG-020-4,OG-020-7,OG-020-8
OG-020-9,OG-020-10,OG-020-11
OG-020-12,OG-020-13,OG-020-14,OG-020-15
OG-020-16,OG-020-17,OG-020-18,OG-020-19
OG-020-20

NV-09-09-009 1760.740 Acres
T.0290N, R.0350E, 21 MDM, NV
Sec. 004 LOTS 1,2;
004 S2NE,S2;
010 ALL;
016 ALL;

Pershing County
Winnemucca FO
Stipulations:
NSO-020-3,NSO-020-4,NSO-020-5
OG-020-4,OG-020-7,OG-020-8
OG-020-9,OG-020-10,OG-020-11
OG-020-12,OG-020-13,OG-020-14,OG-020-15
OG-020-16,OG-020-17,OG-020-18,OG-020-19
OG-020-20

NV-09-09-010 1878.770 Acres
T.0290N, R.0350E, 21 MDM, NV
Sec. 006 LOTS 1-7;
006 S2NE,SE,SE,SE;
008 ALL;
018 LOTS 1-4;
018 E2,E2W2;

Pershing County
Winnemucca FO
Stipulations:
NSO-020-3,NSO-020-4
OG-020-4,OG-020-7,OG-020-8
OG-020-9,OG-020-10,OG-020-11
OG-020-12,OG-020-13,OG-020-14,OG-020-15
OG-020-16,OG-020-17,OG-020-18,OG-020-19
OG-020-20,OG-020-21,OG-020-22,OG-020-23

NV-09-09-011 2449.450 Acres

T.0290N, R.0350E, 21 MDM, NV
Sec. 020 ALL;
030 LOTS 1-4;
030 E2, E2W2;
031 LOTS 1-3;
031 E2, E2NW, NESW;
032 ALL;

Pershing County

Winnemucca FO

Stipulations:

NSO-020-3, NSO-020-4, NSO-020-5
OG-020-4, OG-020-7, OG-020-8
OG-020-9, OG-020-10, OG-020-11
OG-020-12, OG-020-13, OG-020-14, OG-020-15
OG-020-16, OG-020-17, OG-020-18, OG-020-19
OG-020-20, OG-020-21, OG-020-22, OG-020-23

NV-09-09-015 1919.690 Acres

T.0290N, R.0360E, 21 MDM, NV
Sec. 003 LOTS 1-4;
003 S2N2, S2;
004 LOTS 1-4;
004 S2N2, S2;
010 ALL;

Pershing County

Winnemucca FO

Stipulations:

NSO-020-3, NSO-020-4
OG-020-4, OG-020-7, OG-020-8
OG-020-9, OG-020-10, OG-020-11
OG-020-12, OG-020-13, OG-020-14, OG-020-15
OG-020-16, OG-020-17, OG-020-18, OG-020-19
OG-020-20

NV-09-09-012 1640.000 Acres

T.0290N, R.0350E, 21 MDM, NV
Sec. 022 NENE, S2;
028 ALL;
034 ALL;

Pershing County

Winnemucca FO

Stipulations:

NSO-020-3, NSO-020-4
OG-020-4, OG-020-7, OG-020-8
OG-020-9, OG-020-10, OG-020-11
OG-020-12, OG-020-13, OG-020-14, OG-020-15
OG-020-16, OG-020-17, OG-020-18, OG-020-19
OG-020-20

NV-09-09-016 1875.340 Acres

T.0290N, R.0360E, 21 MDM, NV
Sec. 006 LOTS 1-7;
006 S2NE, SENW, E2SW, SE;
008 ALL;
018 LOTS 1-4;
018 E2, E2W2;

Pershing County

Winnemucca FO

Stipulations:

NSO-020-3, NSO-020-4
OG-020-4, OG-020-7, OG-020-8
OG-020-9, OG-020-10, OG-020-11
OG-020-12, OG-020-13, OG-020-14, OG-020-15
OG-020-16, OG-020-17, OG-020-18, OG-020-19
OG-020-20

NV-09-09-013 1920.000 Acres

T.0290N, R.0350E, 21 MDM, NV
Sec. 024 ALL;
026 ALL;
036 ALL;

Pershing County

Winnemucca FO

Stipulations:

NSO-020-3, NSO-020-4
OG-020-4, OG-020-7, OG-020-8
OG-020-9, OG-020-10, OG-020-11
OG-020-12, OG-020-13, OG-020-14, OG-020-15
OG-020-16, OG-020-17, OG-020-18, OG-020-19
OG-020-20

NV-09-09-017 1920.000 Acres

T.0290N, R.0360E, 21 MDM, NV
Sec. 015 ALL;
016 ALL;
022 ALL;

Pershing County

Winnemucca FO

Stipulations:

NSO-020-3, NSO-020-4
OG-020-4, OG-020-7, OG-020-8
OG-020-9, OG-020-10, OG-020-11
OG-020-12, OG-020-13, OG-020-14, OG-020-15
OG-020-16, OG-020-17, OG-020-18, OG-020-19
OG-020-20

NV-09-09-014 1720.000 Acres

T.0300N, R.0350E, 21 MDM, NV
Sec. 011 N2;
013 ALL;
014 ALL;
026 SWNE, E2NW;

Pershing County

Winnemucca FO

Stipulations:

/1/
NSO-020-2, NSO-020-3, NSO-020-4
OG-020-4, OG-020-7, OG-020-8
OG-020-9, OG-020-10, OG-020-11
OG-020-12, OG-020-13, OG-020-14, OG-020-15
OG-020-16, OG-020-17, OG-020-18, OG-020-19
OG-020-20

NV-09-09-018 1899.760 Acres

T.0290N, R.0360E, 21 MDM, NV
Sec. 020 ALL;
030 LOTS 1-4;
030 E2, E2W2;
032 ALL;

Pershing County

Winnemucca FO

Stipulations:

NSO-020-3, NSO-020-4
OG-020-4, OG-020-7, OG-020-8
OG-020-9, OG-020-10, OG-020-11
OG-020-12, OG-020-13, OG-020-14, OG-020-15
OG-020-16, OG-020-17, OG-020-18, OG-020-19
OG-020-20

NV-09-09-019 1920.000 Acres

T.0290N, R.0360E, 21 MDM, NV
Sec. 027 ALL;
028 ALL;
034 ALL;

Pershing County

Winnemucca FO

Stipulations:

NSO-020-3, NSO-020-4
OG-020-4, OG-020-7, OG-020-8
OG-020-9, OG-020-10, OG-020-11
OG-020-12, OG-020-13, OG-020-14, OG-020-15
OG-020-16, OG-020-17, OG-020-18, OG-020-19
OG-020-20

NV-09-09-020 1869.840 Acres

T.0300N, R.0360E, 21 MDM, NV
Sec. 006 LOTS 1-7;
006 S2NE, SENW, E2SW, SE;
008 ALL;
018 LOTS 1-4;
018 E2, E2W2;

Pershing County

Winnemucca FO

Stipulations:

NSO-020-3, NSO-020-4
OG-020-4, OG-020-7, OG-020-8
OG-020-9, OG-020-10, OG-020-11
OG-020-12, OG-020-13, OG-020-14, OG-020-15
OG-020-16, OG-020-17, OG-020-18, OG-020-19
OG-020-20, OG-020-21, OG-020-22, OG-020-23

NV-09-09-021 2560.000 Acres

T.0300N, R.0360E, 21 MDM, NV
Sec. 016 ALL;
022 ALL;
028 ALL;
034 ALL;

Pershing County

Winnemucca FO

Stipulations:

NSO-020-3, NSO-020-4
OG-020-4, OG-020-7, OG-020-8
OG-020-9, OG-020-10, OG-020-11
OG-020-12, OG-020-13, OG-020-14, OG-020-15
OG-020-16, OG-020-17, OG-020-18, OG-020-19
OG-020-20, OG-020-21, OG-020-22, OG-020-23

NV-09-09-022 1896.000 Acres

T.0300N, R.0360E, 21 MDM, NV
Sec. 020 ALL;
030 LOTS 1-4;
030 E2, E2W2;
032 ALL;

Pershing County

Winnemucca FO

Stipulations:

NSO-020-3, NSO-020-4
OG-020-4, OG-020-7, OG-020-8
OG-020-9, OG-020-10, OG-020-11
OG-020-12, OG-020-13, OG-020-14, OG-020-15
OG-020-16, OG-020-17, OG-020-18, OG-020-19
OG-020-20, OG-44

NV-09-09-023 1580.000 Acres

T.0180N, R.0530E, 21 MDM, NV
Sec. 002 ALL EXCL ME PATS;
011 ALL EXCL ME PATS;
014 ALL EXCL ME PATS;

Eureka County

Battle Mountain FO

Stipulations:

NVB0100-01, NVB0100-03, NVB0100-04
NVB0100-05, NVB0100-06, NVB0100-07, NVB0100-08
NVB0100-09

NV-09-09-024 1727.000 Acres

T.0180N, R.0530E, 21 MDM, NV
Sec. 003 ALL EXCL ME PATS;
010 PROT ALL;
015 ALL EXCL ME PATS;

Eureka County

Battle Mountain FO

Stipulations:

NVB0100-01, NVB0100-03, NVB0100-04
NVB0100-05, NVB0100-06, NVB0100-07, NVB0100-08
NVB0100-09

NV-09-09-025 1207.850 Acres

T.0180N, R.0530E, 21 MDM, NV
Sec. 023 ALL EXCL ME PATS;
026 ALL EXCL ME PATS;

Eureka County

Battle Mountain FO

Stipulations:

NVB0100-01, NVB0100-03, NVB0100-04
NVB0100-05, NVB0100-06, NVB0100-07, NVB0100-08
NVB0100-09

NV-09-09-026 47.500 Acres

T.0300N, R.0530E, 21 MDM, NV
Sec. 003 SWNW, EXCL ME PATS;
003 NWNWSW;

Elko County

Elko FO

Stipulations:

OG-010-05-01, OG-010-05-02, OG-010-05-03
OG-010-05-08

NV-09-09-027 1280.000 Acres

T.0060N, R.0540E, 21 MDM, NV
Sec. 001 PROT ALL;
011 PROT ALL;

Nye County

Battle Mountain FO

Stipulations:

ARCH ZONE 1, ARCH ZONE 2, ARCH ZONE 3

NV-09-09-028 1272.440 Acres

T.0270N, R.0540E, 21 MDM, NV
Sec. 004 LOTS 1-4;
004 S2N2, S2;
009 ALL;

Elko County

Elko FO

Stipulations:

OG-010-05-01, OG-010-05-02, OG-010-05-03
OG-010-05-08, OG-010-05-09

NV-09-09-029 1280.000 Acres
T.0280N, R.0540E, 21 MDM, NV
Sec. 027 ALL;
034 ALL;
Elko County
Elko FO
Stipulations:
OG-010-05-01,OG-010-05-02,OG-010-05-03
OG-010-05-08,OG-010-05-09,OG-010-05-10

NV-09-09-030 1481.560 Acres
T.0280N, R.0540E, 21 MDM, NV
Sec. 029 ALL;
030 LOTS 1-4;
032 ALL;
Elko County
Elko FO
Stipulations:
/1/
OG-010-05-01,OG-010-05-02,OG-010-05-03
OG-010-05-08,OG-010-05-09,OG-010-05-10

NV-09-09-031 1284.120 Acres
T.0290N, R.0540E, 21 MDM, NV
Sec. 025 LOTS 1-4;
025 W2E2,W2;
026 ALL;
Elko County
Elko FO
Stipulations:
OG-010-05-01,OG-010-05-02,OG-010-05-03
OG-010-05-08,OG-010-05-09

NV-09-09-032 1920.000 Acres
T.0290N, R.0540E, 21 MDM, NV
Sec. 034 ALL;
035 ALL;
036 ALL;
Elko County
Elko FO
Stipulations:
OG-010-05-01,OG-010-05-02,OG-010-05-03
OG-010-05-08,OG-010-05-09

NV-09-09-033 639.000 Acres
T.0090N, R.0550E, 21 MDM, NV
Sec. 019 PROT ALL;
Nye County
Battle Mountain FO
Stipulations:
ARCH ZONE 3

NV-09-09-034 991.570 Acres
T.0290N, R.0550E, 21 MDM, NV
Sec. 019 LOTS 3,4;
019 SENE,E2SW,SE;
020 ALL;
Elko County
Elko FO
Stipulations:
OG-010-05-01,OG-010-05-02,OG-010-05-03
OG-010-05-08,OG-010-05-09

NV-09-09-035 1263.100 Acres
T.0290N, R.0550E, 21 MDM, NV
Sec. 029 ALL;
030 LOTS 1-4;
030 E2,E2W2;
Elko County
Elko FO
Stipulations:
OG-010-05-01,OG-010-05-02,OG-010-05-03
OG-010-05-08,OG-010-05-09

NV-09-09-036 1602.980 Acres
T.0090N, R.0560E, 21 MDM, NV
Sec. 003 LOTS 1-4;
003 S2N2,S2;
010 SENE,W2E2,W2;
015 E2E2,NWNE;
018 SENW,NESE;
028 E2SW;
030 S2NE;
Nye County
Battle Mountain FO
Stipulations:
ARCH ZONE 2,ARCH ZONE 3

NV-09-09-037 1640.000 Acres
T.0300N, R.0560E, 21 MDM, NV
Sec. 013 ALL;
014 ALL;
015 E2SE;
022 E2NE;
023 N2N2,S2NW;
Elko County
Elko FO
Stipulations:
/1/
OG-010-05-01,OG-010-05-02,OG-010-05-03
OG-010-05-08,OG-010-05-09

NV-09-09-038 618.060 Acres
T.0400N, R.0560E, 21 MDM, NV
Sec. 001 LOTS 1-4;
001 S2N2,S2;
Elko County
Elko FO
Stipulations:
OG-010-05-01,OG-010-05-02,OG-010-05-03
OG-010-05-08,OG-010-05-09

NV-09-09-039 1865.580 Acres
T.0400N, R.0560E, 21 MDM, NV
Sec. 002 LOTS 1-4;
002 S2N2,S2;
003 LOTS 1-4;
003 S2N2,S2;
004 LOTS 1-4;
004 S2N2,S2;
Elko County
Elko FO
Stipulations:
OG-010-05-01,OG-010-05-02,OG-010-05-03
OG-010-05-07,OG-010-05-08,OG-010-05-09

NV-09-09-040 2126.400 Acres
T.0400N, R.0580E, 21 MDM, NV
Sec. 019 LOTS 1-4;
019 E2NE,E2SW,SE;
020 E2E2,NWNE,N2NW,SWNW,SW;
021 NENW;
030 LOTS 1-4;
030 NENE,W2E2,E2W2;
032 E2,E2W2,SWNW,W2SW;
Elko County
Elko FO
Stipulations:
OG-010-05-01,OG-010-05-02,OG-010-05-03
OG-010-05-07,OG-010-05-08

NV-09-09-041 560.000 Acres
T.0350N, R.0590E, 21 MDM, NV
Sec. 010 E2,S2NW,SW;
Elko County
Elko FO
Stipulations:
/1/
OG-010-05-01,OG-010-05-02,OG-010-05-03
OG-010-05-08

NV-09-09-042 2002.090 Acres
T.0350N, R.0590E, 21 MDM, NV
Sec. 015 W2;
016 N2;
017 ALL;
018 LOTS 1,2;
018 NE,E2NW,N2SE;
022 W2E2,E2W2;
Elko County
Elko FO
Stipulations:
OG-010-05-01,OG-010-05-02,OG-010-05-03
/1/
OG-010-05-08

NV-09-09-043 880.000 Acres
T.0360N, R.0590E, 21 MDM, NV
Sec. 010 N2,SW;
016 SENE,E2NW,SWNW,SW,W2SE;
Elko County
Elko FO
Stipulations:
/1/
OG-010-05-01,OG-010-05-02,OG-010-05-03
OG-010-05-08

NV-09-09-044 481.040 Acres
T.0370N, R.0600E, 21 MDM, NV
Sec. 002 SE;
004 LOTS 1,2;
004 S2NE,N2SE;
008 W2NE;
Elko County
Elko FO
Stipulations:
/1/
OG-010-05-01,OG-010-05-02,OG-010-05-03,
OG-010-05-05,OG-010-05-08

NV-09-09-045 1280.800 Acres
T.0380N, R.0600E, 21 MDM, NV
Sec. 006 LOTS 1-7;
006 S2NE,SE,SW,W2SW,SE;
008 ALL;
Elko County
Elko FO
Stipulations:
OG-010-05-01,OG-010-05-02,OG-010-05-03
OG-010-05-05,OG-010-05-08

NV-09-09-046 1282.800 Acres
T.0380N, R.0600E, 21 MDM, NV
Sec. 018 LOTS 1-4;
018 E2,E2W2;
030 LOTS 1-4;
030 E2,E2W2;
Elko County
Elko FO
Stipulations:
OG-010-05-01,OG-010-05-02,OG-010-05-03
OG-010-05-05,OG-010-05-08

NV-09-09-047 1920.000 Acres
T.0380N, R.0600E, 21 MDM, NV
Sec. 020 ALL;
022 ALL;
024 ALL;
Elko County
Elko FO
Stipulations:
OG-010-05-01,OG-010-05-02,OG-010-05-03
OG-010-05-05,OG-010-05-08

NV-09-09-048 1722.950 Acres
T.0410N, R.0600E, 21 MDM, NV
Sec. 002 LOTS 4;
002 SWNW,W2SW;
003 LOTS 1-4;
003 S2N2,S2;
004 LOTS 1-4;
004 S2N2,N2SE,SESE;
005 LOTS 1-4;
005 S2N2,N2SW,NWSE,SESE;
Elko County
Elko FO
Stipulations:
OG-010-05-01,OG-010-05-02,OG-010-05-03
OG-010-05-07,OG-010-05-08

NV-09-09-049 2560.000 Acres

T.0410N, R.0600E, 21 MDM, NV
Sec. 007 SENE,NESE;
019 SE;
020 ALL;
022 ALL;
023 ALL;
030 E2E2,SWNE,W2SE;
036 S2SW;SWSE;

Elko County
Elko FO
Stipulations:
/1/
OG-010-05-01,OG-010-05-02,OG-010-05-03
OG-010-05-08

NV-09-09-050 2040.000 Acres

T.0410N, R.0600E, 21 MDM, NV
Sec. 008 E2,E2W2,SWNW,W2SW;
009 ALL;
010 W2E2;W2;
011 NE;
013 SW;

Elko County
Elko FO
Stipulations:
OG-010-05-01,OG-010-10-02,OG-010-05-03
OG-010-05-08

NV-09-09-051 2560.000 Acres

T.0410N, R.0600E, 21 MDM, NV
Sec. 014 ALL;
015 ALL;
016 ALL;
017 ALL;

Elko County
Elko FO
Stipulations:
OG-010-05-01,OG-010-05-02,OG-010-05-03
OG-010-05-07,OG-010-05-08

NV-09-09-052 2560.000 Acres

T.0410N, R.0600E, 21 MDM, NV
Sec. 026 ALL;
028 ALL;
032 ALL;
034 ALL;

Elko County
Elko FO
Stipulations:
OG-010-05-01,OG-010-05-02,OG-010-05-03
OG-010-05-07

NV-09-09-053 1480.000 Acres

T.0420N, R.0600E, 21 MDM, NV
Sec. 013 N2,N2S2;
014 N2;
016 N2,NWSW;
017 NE,E2NW,N2SE;

Elko County
Elko FO
Stipulations:
OG-010-05-01,OG-010-05-02,OG-010-05-03
OG-010-05-08

NV-09-09-054 488.540 Acres

T.0420N, R.0600E, 21 MDM, NV
Sec. 018 LOTS 1,2,5,6;
018 NWSWNE,E2NWSW;
018 NWNE,W2NW;
019 NE,E2SE;

Elko County
Elko FO
Stipulations:
/1/
OG-010-05-01,OG-010-05-02,OG-010-05-03
OG-010-05-08

NV-09-09-055 1306.080 Acres

T.0420N, R.0600E, 21 MDM, NV
Sec. 020 LOTS 1-8;
020 S2;
021 LOTS 1-4;
021 E2,SW;

Elko County
Elko FO
Stipulations:
OG-010-05-01,OG-010-05-02,OG-010-05-03
OG-010-05-08

NV-09-09-056 1760.000 Acres

T.0420N, R.0600E, 21 MDM, NV
Sec. 022 ALL;
023 ALL;
024 W2,SE;

Elko County
Elko FO
Stipulations:
OG-010-05-01,OG-010-05-02,OG-010-05-03
OG-010-05-07,OG-010-05-08

NV-09-09-057 2560.000 Acres

T.0420N, R.0600E, 21 MDM, NV
Sec. 025 ALL;
026 ALL;
035 ALL;
036 ALL;

Elko County
Elko FO
Stipulations:
OG-010-05-01,OG-010-05-02,OG-010-05-03
OG-010-05-08

NV-09-09-058 2560.000 Acres

T.0420N, R.0600E, 21 MDM, NV
Sec. 027 ALL;
028 ALL;
033 ALL;
034 ALL;

Elko County
Elko FO
Stipulations:
OG-010-05-01,OG-010-05-02,OG-010-05-03
OG-010-05-08

NV-09-09-059 1872.220 Acres
T.0420N, R.0600E, 21 MDM, NV
Sec. 029 ALL;
030 LOTS 1-4;
030 E2E2;
031 LOTS 1-3;
031 E2E2;
032 ALL;
Elko County
Elko FO
Stipulations:
OG-010-05-01,OG-010-05-02,OG-010-05-03
OG-010-05-08

NV-09-09-064 1811.300 Acres
T.0410N, R.0620E, 21 MDM, NV
Sec. 003 S2NE, SENW, S2;
004 LOTS 1-4;
004 SWNE, S2NW, N2SW, NWSE;
005 LOTS 1-3;
005 S2N2, NESW, N2SE;
010 S2NE, W2, SE;
Elko County
Elko FO
Stipulations:
OG-010-05-01,OG-010-05-02,OG-010-05-03
OG-010-05-08,OG-010-05-09

NV-09-09-060 1920.000 Acres
T.0300N, R.0610E, 21 MDM, NV
Sec. 023 ALL;
026 ALL;
035 ALL;
Elko County
Elko FO
Stipulations:
OG-010-05-01,OG-010-05-02,OG-010-05-03

NV-09-09-065 920.000 Acres
T.0410N, R.0620E, 21 MDM, NV
Sec. 008 NE, NENW;
009 N2, N2SW, SESW, SE;
016 E2NE, NESE;
Elko County
Elko FO
Stipulations:
OG-010-05-01,OG-010-05-02,OG-010-05-03
OG-010-05-07,OG-010-05-08

NV-09-09-061 673.280 Acres
T.0350N, R.0610E, 21 MDM, NV
Sec. 002 SWSW;
026 LOTS 1-4;
026 E2, W2W2;
Elko County
Elko FO
Stipulations:
/1/
OG-010-05-01,OG-010-05-02,OG-010-05-03
OG-010-05-07,OG-010-05-08

NV-09-09-066 800.000 Acres
T.0410N, R.0620E, 21 MDM, NV
Sec. 013 N2;
014 S2N2, S2;
Elko County
Elko FO
Stipulations:
OG-010-05-01,OG-010-05-02,OG-010-05-03
OG-010-05-07,OG-010-05-08,OG-010-05-09

NV-09-09-062 640.000 Acres
T.0400N, R.0610E, 21 MDM, NV
Sec. 032 ALL;
Elko County
Elko FO
Stipulations:
OG-010-05-01,OG-010-05-02,OG-010-05-03
/1/

NV-09-09-067 2114.700 Acres
T.0420N, R.0620E, 21 MDM, NV
Sec. 020 ALL;
029 N2, E2SW, SWSW, SE;
031 LOTS 1, 2, 4, 5, 7;
031 E2NE, SENW, NESW, NESE;
032 LOTS 1-4;
032 NWNE, SENE, NW, N2SW, N2SE;
Elko County
Elko FO
Stipulations:
OG-010-05-01,OG-010-05-02,OG-010-05-03
OG-010-05-08

NV-09-09-063 1607.650 Acres
T.0410N, R.0620E, 21 MDM, NV
Sec. 001 LOTS 5-12;
001 SW;
002 S2NE, S2SW, SE;
011 NE, S2NW, SW, N2SE, SWSE;
012 LOTS 1-4;
012 NW;
Elko County
Elko FO
Stipulations:
OG-010-05-01,OG-010-05-02,OG-010-05-03
OG-010-05-08,OG-010-05-09

NV-09-09-068 2424.980 Acres
T.0420N, R.0620E, 21 MDM, NV
Sec. 021 N2, SW, E2SE, SWSE;
022 ALL;
023 ALL;
024 LOTS 1-4;
024 W2E2, W2;
Elko County
Elko FO
Stipulations:
OG-010-05-01,OG-010-05-02,OG-010-05-03
OG-010-05-08,OG-010-05-09

NV-09-09-069 1905.920 Acres
T.0420N, R.0620E, 21 MDM, NV
Sec. 025 LOTS 1-4;
025 W2E2; SENW, SW;
026 N2N2, SWNW, S2SW, SE;
027 NE, E2NW, NWNW, NESW, SWSW, SESE;
028 ALL;
Elko County
Elko FO
Stipulations:
/1/
OG-010-05-01, OG-010-05-02, OG-010-05-03
OG-010-05-08, OG-010-05-09

NV-09-09-070 2090.620 Acres
T.0420N, R.0620E, 21 MDM, NV
Sec. 033 LOTS 1-4;
033 N2, N2S2;
034 LOTS 3-5, 6-9;
034 N2, N2S2;
035 LOTS 4;
035 N2, N2SE;
036 LOTS 1-7;
036 W2NE, NW, N2SW, NWSE;
Elko County
Elko FO
Stipulations:
/1/
OG-010-05-01, OG-010-05-02, OG-010-05-03
OG-010-05-07, OG-010-05-08, OG-010-05-09

NV-09-09-071 2549.960 Acres
T.0420N, R.0640E, 21 MDM, NV
Sec. 017 ALL;
018 LOTS 1-4;
018 E2, E2W2;
019 LOTS 1-4;
019 E2, E2W2;
020 ALL;
Elko County
Elko FO
Stipulations:
OG-010-05-01, OG-010-05-02, OG-010-05-03
OG-010-05-05, OG-010-05-07, OG-010-05-08
OG-44

NV-09-09-072 2560.000 Acres
T.0420N, R.0640E, 21 MDM, NV
Sec. 025 ALL;
026 ALL;
035 ALL;
036 ALL;
Elko County
Elko FO
Stipulations:
OG-010-05-01, OG-010-05-02, OG-010-05-03
OG-010-05-10

NV-09-09-073 2560.000 Acres
T.0420N, R.0640E, 21 MDM, NV
Sec. 027 ALL;
028 ALL;
033 ALL;
034 ALL;
Elko County
Elko FO
Stipulations:
OG-010-05-01, OG-010-05-02, OG-010-05-03
OG-010-05-05, OG-010-05-07

NV-09-09-074 2554.840 Acres
T.0420N, R.0640E, 21 MDM, NV
Sec. 029 ALL;
030 LOTS 1-4;
030 E2, E2W2;
031 LOTS 1-4;
031 E2, E2W2;
032 ALL;
Elko County
Elko FO
Stipulations:
OG-010-05-01, OG-010-05-02, OG-010-05-03
OG-010-05-05, OG-010-05-07, OG-010-05-08

NV-09-09-075 2560.000 Acres
T.0420N, R.0650E, 21 MDM, NV
Sec. 013 ALL;
014 ALL;
023 ALL;
024 ALL;
Elko County
Elko FO
Stipulations:
OG-010-05-01, OG-010-05-02, OG-010-05-03
OG-010-05-07, OG-010-05-08, OG-010-05-09

NV-09-09-076 1280.000 Acres
T.0420N, R.0650E, 21 MDM, NV
Sec. 015 ALL;
022 ALL;
Elko County
Elko FO
Stipulations:
OG-010-05-01, OG-010-05-02, OG-010-05-03
OG-010-05-08, OG-010-05-09

NV-09-09-077 1304.610 Acres
T.0420N, R.0650E, 21 MDM, NV
Sec. 016 LOTS 1-8;
016 E2;
021 LOTS 1-4;
021 E2, E2W2;
Elko County
Elko FO
Stipulations:
OG-010-05-01, OG-010-05-02, OG-010-05-03
OG-010-05-08, OG-010-05-09

NV-09-09-078 2538.440 Acres
 T.0420N, R.0650E, 21 MDM, NV
 Sec. 017 ALL;
 018 LOTS 1-4;
 018 E2,E2W2;
 019 LOTS 1-4;
 019 E2,E2W2;
 020 ALL;
 Elko County
 Elko FO
 Stipulations:
 OG-010-05-01,OG-010-05-02,OG-010-05-03
 OG-010-05-08

NV-09-09-079 1850.200 Acres
 T.0420N, R.0650E, 21 MDM, NV
 Sec. 025 N2,N2SW;
 026 ALL;
 035 W2E2,W2;
 036 LOTS 1-4;
 036 S2NE,E2SW;
 Elko County
 Elko FO
 Stipulations:
 OG-010-05-01,OG-010-05-02,OG-010-05-03
 OG-010-05-08,OG-010-05-09

NV-09-09-080 2560.000 Acres
 T.0420N, R.0650E, 21 MDM, NV
 Sec. 027 ALL;
 028 ALL;
 033 ALL;
 034 ALL;
 Elko County
 Elko FO
 Stipulations:
 OG-010-05-01,OG-010-05-02,OG-010-05-03
 OG-010-05-08

NV-09-09-081 2513.620 Acres
 T.0420N, R.0650E, 21 MDM, NV
 Sec. 029 LOTS 1-4;
 029 S2N2,S2;
 030 LOTS 1-7;
 030 NE,E2NW,NBSW,N2SE;
 031 LOTS 1-12;
 031 E2E2;
 032 ALL;
 Elko County
 Elko FO
 Stipulations:
 OG-010-05-01,OG-010-05-02,OG-010-05-03

NV-09-09-082 2560.000 Acres
 T.0430N, R.0680E, 21 MDM, NV
 Sec. 021 ALL;
 022 ALL;
 023 ALL;
 024 ALL;
 Elko County
 Elko FO
 Stipulations:
 OG-010-05-01,OG-010-05-02,OG-010-05-03
 OG-010-05-09

NV-09-09-083 1920.000 Acres
 T.0430N, R.0680E, 21 MDM, NV
 Sec. 025 ALL;
 026 ALL;
 036 ALL;
 Elko County
 Elko FO
 Stipulations:
 OG-010-05-01,OG-010-05-02,OG-010-05-03
 OG-010-05-09

NV-09-09-084 2560.000 Acres
 T.0430N, R.0680E, 21 MDM, NV
 Sec. 027 ALL;
 028 ALL;
 033 ALL;
 034 ALL;
 Elko County
 Elko FO
 Stipulations:
 OG-010-05-01,OG-010-05-02,OG-010-05-03
 OG-010-05-04,OG-010-05-09

NV-09-09-085 2544.320 Acres
 T.0430N, R.0680E, 21 MDM, NV
 Sec. 029 ALL;
 030 LOTS 1-4;
 030 E2,E2W2;
 031 LOTS 1-4;
 031 E2,E2W2;
 032 ALL;
 Elko County
 Elko FO
 Stipulations:
 OG-010-05-01,OG-010-05-02,OG-010-05-03
 OG-010-05-04,OG-010-05-09

Number of Parcels - 85

Total Acreage - 151975.800

Any portion of the listed lands may be deleted upon determination that such lands are not available for leasing.

FOOTNOTES

/1/ All or part of the lands are non-federal surface (split estate) with title to the mineral estate held by the United States. Due to this status, the mineral estate is administered by the Bureau of Land Management (BLM). Permits and approvals will be issued by the authorized BLM Office.

/2/This parcel contains an unplugged well on the land: Well, Gigante 1-4, Section 4, D, NWNE, T. 12 N., R. 35 E.,. Prior to lease issuance, the lessee must furnish a bond in the amount of abandoning, and reclaiming the mentioned well and this parcel can be obtained by contacting John Menghini with the Nevada State Office at (775) 861-6573.