

### United States Department of the Interior



BUREAU OF LAND MANAGEMENT Nevada State Office 1340 Financial Boulevard Reno, Nevada 89502-7147 http://www.blm.gov/nv

In Reply Refer To: 3120 (NV922.r)

DEC 2 7 2017

# Notice of Competitive Oil and Gas Internet Lease Sale

In accordance with the *Mineral Leasing Act*, as amended by the *National Defense Authorization Act for Fiscal year 2015* (Pub. L. 113-291; 128 Stat. 3762) (Dec. 19, 2014), and the BLM regulations at 43 CFR 3120, the Bureau of Land Management (BLM) is offering 40 parcels for internet-based competitive sale of certain Federal lands containing 69,691.640 acres in the State of Nevada for oil and gas leasing. This notice describes:

- The date, time and location of the sale
- How to participate in the bidding process
- The sale process
- The conditions of the sale
- How to file a noncompetitive offer after the sale
- How to file a presale noncompetitive offer
- How to file a protest

Attached is a list of the lands we are offering by parcel number, and land description. We have included any stipulations, lease notices, special conditions, or restrictions that will be made a part of the lease at the time we issue it. We have also identified those parcels where the United States owns less than 100 percent interest in the oil and gas mineral rights, and have pending presale noncompetitive offers to lease which are not available for noncompetitive offers to lease if they receive no bid at this sale. For your convenience, we are including a copy of the bid form. A map showing the sale parcels, the list of lands, and the Shapefiles are also available at our public Internet site:

http://www.blm.gov/nv/st/en/prog/minerals/leasable minerals/oil gas/oil and gas leasing.html

#### When and where will the sale take place?

When: The sale date is Tuesday, March 13, 2018. The open bidding period will begin at 9:00 a.m. Central Standard Time (CST) (or 7:00 a.m. Pacific Standard Time (PST), on Tuesday. March, 13, 2018. 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 two hours from start to finish, and bids will *only* be accepted during a parcel's open bidding period.

Where: The sale is held online at <a href="https://www.energynet.com/">https://www.energynet.com/</a>. Click the Government Lease Sales icon to view this online lease sale. Parcels may be viewed online at the EnergyNet website approximately 10 business days after the posting of this sale notice on the BLM website.

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, in order 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 Oil and Gas Internet-Based Lease Sale and will remain available for viewing until the completion of the auction. The available parcels listed below will be detailed on the website, and the information displayed on the website during the offering period represents the authoritative record. 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 and are encouraged to do so early. Bidders must be registered for the online lease sale before the bidding commences. 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 to 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 design 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 two hours, from start to finish. Bids will only be accepted for each parcel during its open bidding period and each parcel will close bidding sequentially so that each bidder will know if they are the highest winning bidder on a parcel before subsequent parcels close for bidding. 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 provides for two types of bids: a flat bid per acre, or a maximum bid, also per acre. The system allows participants to submit either type of bid, or both. Maximum bids allow 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 they work to place bids on your behalf to maintain your high bidder status up to the chosen maximum bid amount. The BLM strongly encourages potential bidders to review the bidding tutorial 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, one must register and obtain a bidder number before the start of the auction. Approximately 10 days after posting of this notice on the BLM website,

a potential bidder can register to bid at the auction website address above. Bidders are encouraged to register early, to familiarize themselves with the bidding instructions and ensure they have ample time to complete all the required bidder 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.

When registering as a bidder on the auction website, you will also be asked to sign a statement to confirm that any bid you cast will represent 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 terms of the lease and pay monies owed. Further, you will acknowledge, through self-certification of the enhanced bidder form, that you understand that 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 that 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 that were 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 EnergyNet for a previous oil and gas lease auction conducted by EnergyNet 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.

You do not have to be "present" in the auction in order 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.

### 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;
- 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; and
- The decision of the BLM, as presented on the auction website's bid history at www.energynet.com, is final.

The minimum acceptable bid is \$2 per acre. If a parcel contains fractional acreage, round it up to the next whole acre. For example, a parcel of 100.51 acres requires a minimum bid of \$202 (\$2 x 101 acres).

You cannot withdraw a bid once a bid is placed and the auction system determines that you are the high bidder, whether the bid was a flat bid or a maximum bid.

### 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 **two hours**, 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, we will post a notice in the Nevada State Office Information Access Center (Public Room) before the sale begins. Additionally, the auction website will clearly indicate that a parcel is withdrawn. If we postpone the sale, a clear notice will be posted in the State Office Information Access Center, the State Office Website, and on the auction website.
- Fractional interests: 43 CFR 3120.1-2(c) If the United States owns less than 100 percent of the oil and gas mineral interest for the land in a parcel we will show that information as part of the parcel listing. When we issue the lease, it will be for the percentage or fraction of interest the United States owns. However, you must calculate your bonus bid and advance rental payment on the gross (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 \$400 (\$2 x 200 acres) and the advance annual rental will be \$300 (\$1.50 x 200 acres) for the first 5 years and \$400 (\$2 x 200 acres) for the remainder of the lease term. Conversely, your chargeable acreage and royalty on production will be calculated on the United States net acreage.
- 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 \$2 per

acre or fraction of an acre; the first year's advance rental of \$1.50 per acre or fraction of an acre; and a non-refundable administrative fee of \$160.00. These are monies you owe the United States, whether or not a lease is issued. You must provide notification of the payment process of these monies by 4:00 pm PST the day the auction closes. Payment will be made directly to the BLM Nevada State Office, or as otherwise directed by the BLM. 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 BLM. Also, you will be required to pay the buyer's premium to EnergyNet of 1.5% of any successful bid, in order to participate in the internet-based lease sale.

If your bonus bid was more than \$2 per acre or fraction of an acre and you don't pay the full amount on the day of the sale, you must pay any balance due by the close of business on the 10<sup>th</sup> working day after the date that the auction closes. If you do not pay in full by this date, you lose the right to the lease and all money due on 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 3120.5-2(b) and 43 CFR 3120.5-3(a)]. If we do not receive notification of the payment process of the minimum monies owed the day of the sale by the date and time above, the BLM will issue a bill for the monies owed. 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 on past-due amounts assess civil penalties. "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 high winning bidders. You may pay by personal check, certified check, money order in person at the BLM Nevada State Office. We encourage you to pay by Electronic Funds Transfer (EFT), Automated Clearing House (ACH), or credit card (Discover, Visa, American Express, or MasterCard only). We cannot accept cash. If you plan to make your payment using a credit card, you should contact your bank prior to the sale and let them know you will be making a substantial charge against your account. Please note, 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 or multiple credit cards to bypass this requirement. 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 pay by check in person at the Nevada State Office, please make your check payable to: Department of the Interior-BLM. If a check you have sent to us in the past has been returned for insufficient funds, we may ask that you give us a guaranteed payment, such as a certified check. If you pay by credit card and the transaction is refused, we will try to notify you early enough so that you can make other payment arrangements. However, we cannot grant you any extension of time to pay.

• Bid form: On the day of the sale, if you are the successful winning high bidder, you must submit (email or fax) to BLM a properly completed and signed competitive bid form (Form 3000-2) with the required payment. 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 high 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 3102.4(a). You will be shown the bid form as part of the bidder registration process, and asked to certify that you will complete and execute it should you be the successful winning high bidder. We ask that you complete the form at that time to ensure that you can meet this condition.

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 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 of, or collusion among bidders.

This notice includes a copy of the bid form, and again, you will be provided a copy during the bidder registration process and asked to assert that you agree that you will be able and willing to comply and sign it if you are the winning bidder at the close of the auction.

- 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 acreage in leases for which royalty (including compensatory royalty or royalty-in-kind) was paid in the preceding calendar year is excluded from chargeability for acreage limitation purposes. The acreage limitations and certification requirements apply for competitive oil and gas lease sales, noncompetitive lease offers, transfer of interest by assignment of record title or operating rights, and options to acquire interest in leases regardless of whether an individual, association, or corporation has received, under 43 CFR 3101.2-4, additional time to divest excess acreage acquired through merger or acquisition.
- Lease Issuance: After we receive the bid form, all the money 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. Advance rental at \$1.50 per acre for the first 5 years (\$2 per acre after that) is due on or before the anniversary date each year until production begins. Once a lease is producing, you must pay a royalty of 12.5 percent of the value or the amount of production removed or sold from the lease. You will find other lease terms on our standard lease form (Form 3100-11).
- Split Estate: Information regarding leasing of Federal minerals under private surface, referred to as "Split Estate," is available at the following Washington Office website: <a href="www.blm.gov/bmp/Split\_Estate.htm">www.blm.gov/bmp/Split\_Estate.htm</a>. 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: Some parcels are subject to surface use stipulations. They are requirements or restrictions on how you conduct operations. These stipulations are included in the parcel descriptions on the attached list. Stipulations are part of the lease and supersede any inconsistent provisions of the lease form.

All Federal oil and gas lease rights are granted subject to applicable laws under Section 6 of the lease including Endangered Species Act, as amended, 16 U.S.C. 1531 et seq.

Each parcel included in this lease sale will be subject to the attached Endangered Species Act Section 7 Consultation Stipulation and Cultural Resource Protection Stipulation.

• Unit and Communitization Agreements: Parcels offered in this sale notice may fall within an authorized Unit or Communitization Agreement. If the parcel falls within an authorized Unit or Communitization Agreement, the successful bidder will be required to join the agreement.

#### 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-based leasing website. If you want to file a noncompetitive offer on an unsold parcel, you must give us:

• Three copies of form 3100-11, Offer to Lease and Lease for Oil and Gas properly completed and signed. Describe the lands in your offer as specified in our regulations at 43 CFR 3110.5; and

• Your payment for the total of the \$415.00 filing fee and the advanced first year's rental (\$1.50 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. We consider 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, we will hold a drawing to pick the winner (see 43 CFR 1822.17). In the list of parcels, we have noted any parcels that have pending presale offers. A presale offer has priority over any offer filed after the sale.

#### How do I file a noncompetitive presale offer?

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

- Are available; and
- Have not been under lease during the previous 1-year period, or
- Have not been included in a competitive lease sale within the previous 2-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, your presale offer has priority over any offer for that parcel filed after the sale. Your presale offer 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 directions listed for filing a noncompetitive offer after the sale.

#### How do I file an Expression Of Interest (EOI)?

You may submit your EOIs on the National Fluid Lease Sale System (NFLSS) website <a href="https://nflss.blm.gov/">https://nflss.blm.gov/</a>

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

We have tentatively scheduled our next competitive sale for June 13, 2017. We can make no guarantee as to when a given parcel will be offered for competitive sale.

#### How can I find out the results of this sale?

The sale results will be posted on the <u>www.energynet.com</u> website and the BLM Nevada State Office website

http://www.blm.gov/nv/st/en/prog/minerals/leasable\_minerals/oil gas/oil and gas\_leasing.html.

Paper copies are available for viewing or purchase at the BLM Nevada State Office Information Access Center.

### May I protest the 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 within 30 calendar days of the posting date of the sale, January 26, 2018. If our office is not open on the 30<sup>th</sup> day after the posting, 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) 861-6711. We will dismiss a protest sent to a fax number other than the fax number identified or a protest filed 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 environmental group authorizes an individual member of its group to act on their behalf, the individual cannot make a protest in the group's name.
- A protest must include the name and address of the protesting party, and reference the specific serial number that is being protested.

Any protests, including names and street addresses, you submit will be made available for public review. 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, 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 and status of any protests on the auction website prior to the start of the online auction. We will also announce on the website 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 website.

### 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 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 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 your first year's rental, bonus bid, and administrative fee. The buyer's premium will be handled between EnergyNet 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 your 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, 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 the 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 a refund of the bonus bid, rentals, and administrative fees 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.

For more information, please contact Aldine Reynolds at 775-861-6615 and, or email aldinereynolds@blm.gov.

Kemba Anderson-Artis

Chief, Branch of Mineral Resources, Fluids

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NV-18-03-001 1900.150 Acres	NV-E-16-F-CSU, NV-E-16-A-NSO,
T.0130N, R.0340E, 21 MDM, NV	NV-E-16-C-TL, NV-E-16-H-LN
Sec. 036 PROT ALL;	
T.0120N, R.0350E, 21 MDM, NV	
Sec. 006 LOTS 3-7;	NV-18-03-004 2490.060 Acres
006 SENW, E2SW;	T.0280N, R.0510E, 21 MDM, NV
007 LOTS 1-4;	Sec. 025 LOTS 5-8;
007 E2NW, E2SW;	025 W2E2,W2;
T.0130N, R.0350E, 21 MDM, NV	026 ALL;
Sec. 031 PROT ALL;	035 ALL;
Nye County	036 LOTS 4,5,7-10;
Carson City DO	036 W2NE,NW,E2SW;
Stipulations:	036 W2SE;
NV-C-00-A-LN	Eureka County
NV-C-00-A-LN	Elko DO
NV-18-03-002 1829.240 Acres	Stipulations:
	NV-E-00-A-LN, NV-E-06-B-TL,
T.0280N, R.0510E, 21 MDM, NV	NV-E-16-B-TL, NV-E-16-D-TL,
Sec. 002 LOTS 1-4;	NV-E-16-F-CSU, NV-E-16-A-NSO,
002 S2N2, S2;	NV-E-16-C-TL, NV-E-16-H-LN
012 LOTS 5-8;	
012 W2E2,W2;	
T.0280N, R.0520E, 21 MDM, NV	NV-18-03-005 2087.040 Acres
Sec. 006 LOTS 1-3,8-11;	T.0260N, R.0520E, 21 MDM, NV
006 S2NE, SENW, E2SW;	Sec. 001 LOTS 1-4;
006 SE;	001 S2N2,S2;
Eureka County	002 LOTS 1-4;
Elko DO	002 S2N2,SW,W2SE,
Stipulations:	002 NESE;
NV-E-00-A-LN, NV-E-06-B-TL,	003 LOTS 1-4;
NV-E-16-B-TL, NV-E-16-D-TL,	003 S2NE, SWNW, NWSW
NV-E-16-F-CSU, NV-E-16-A-NSO,	003 N2SE, SESE;
NV-E-16-C-TL, NV-E-16-H-LN	010 E2NE, S2;
	Eureka County
	Elko DO
NV-18-03-003 2194.320 Acres	Formerly Lease No.
T.0280N, R.0510E, 21 MDM, NV	Stipulations:
Sec. 013 LOTS 3,4;	NV-E-00-A-LN, NV-E-06-B-TL,
013 W2SE,SW;	NV-E-16-C-TL, NV-E-16-H-LN
014 ALL;	
023 ALL;	NV-18-03-006 1920.000 Acres
024 LOTS 5-8;	T.0260N, R.0520E, 21 MDM, NV
024 W2E2,W2;	Sec. 011 ALL;
Eureka County	012 ALL;
Elko DO	013 ALL;
Stipulations:	Eureka County
NV-E-00-A-LN, NV-E-06-B-TL,	Elko DO
NV-E-16-B-TL, NV-E-16-D-TL,	Formerly Lease No.
	termerry mease no.

Stipulations: Eureka County NV-E-00-A-LN, NV-E-06-B-TL, Elko DO NV-E-16-C-TL, NV-E-16-H-LN Stipulations: NV-E-00-A-LN, NV-E-06-B-TL, NV-E-16-D-TL, NV-E-16-C-TL, NV-18-03-007 1200.000 Acres NV-E-16-H-LN T.0260N, R.0520E, 21 MDM, NV Sec. 014 NE, N2NW, SENW, S2; 015 N2NE, SWNE, NW, S2; NV-18-03-011 1280.800 Acres Eureka County T.0270N, R.0530E, 21 MDM, NV Elko DO Sec. 002 LOTS 1-4; Formerly Lease No. 002 S2N2, S2; Stipulations: 011 ALL; NV-E-00-A-LN, NV-E-06-B-TL, Elko County NV-E-16-B-TL, NV-E-16-D-TL, Elko DO NV-E-16-F-CSU, NV-E-16-A-NSO, Stipulations: NV-E-16-C-TL, NV-E-16-H-LN NV-E-00-A-LN, NV-E-06-B-TL, NV-E-16-C-TL, NV-E-16-H-LN NV-18-03-008 642.080 Acres T.0270N, R.0520E, 21 MDM, NV NV-18-03-012 1993.060 Acres Sec. 001 LOTS 1-4; T.0270N, R.0530E, 21 MDM, NV 001 S2N2, NESW, S2SW; Sec. 004 LOTS 1-4; 001 SE: 004 S2N2, S2; Eureka County 005 LOTS 1-4; Elko DO 005 S2N2,S2; Stipulations: 006 LOTS 1-11; NV-E-00-A-LN, NV-E-06-B-TL, 006 S2NE, SENW, NV-E-16-H-LN 006 E2SW, SE; Elko County NV-18-03-009 1675.370 Acres Elko DO T.0270N, R.0520E, 21 MDM, NV Stipulations: Sec. 024 ALL; NV-E-02-A-TL, NV-E-00-A-LN, 025 ALL: NV-E-16-H-LN 026 LOTS 1,2,6,7; 026 S2NE, SESW, 026 NESE, S2SE; NV-18-03-013 1989.680 Acres Eureka County T.0270N, R.0530E, 21 MDM, NV Elko DO Sec. 007 LOTS 1-8; Stipulations: 007 E2, E2W2; NV-E-00-A-LN, NV-E-06-B-TL, 800 ALL: NV-E-16-C-TL, NV-E-16-H-LN 009 ALL: Elko County Elko DO Stipulations: NV-18-03-010 160.000 Acres NV-E-02-A-TL, NV-E-00-A-LN, T.0280N, R.0520E, 21 MDM, NV NV-E-06-B-TL, NV-E-16-F-CSU, Sec. 001 SW; NV-E-16-H-LN,

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NV-18-03-014
               2560.000 Acres
                                          Sec. 030 LOTS 1-8;
  T.0270N, R.0530E, 21 MDM, NV
                                                030 E2, E2W2;
    Sec. 015
              ALL:
                                                031
                                                    LOTS 1-8;
         016
              ALL;
                                                031
                                                    E2, E2W2;
         021
               ALL;
                                                032
                                                      ALL EXCL ME PATS;
         022
               ALL;
                                       Elko County
Elko County
                                       Elko DO
Elko DO
                                       Stipulations:
Stipulations:
                                       NV-E-01-A-TL, NV-E-00-A-LN,
NV-E-00-A-LN, NV-E-16-H-LN
                                       NV-E-16-C-TL, NV-E-16-H-LN
NV-18-03-015
               1920.000 Acres
                                      NV-18-03-019
                                                        655.440 Acres
  T.0270N, R.0530E, 21 MDM, NV
                                         T.0260N, R.0540E, 21 MDM, NV
    Sec. 017
              ALL;
                                           Sec. 002
                                                     LOTS 1-4;
         020
               ALL;
                                                002
                                                      S2N2, S2;
         029
               ALL;
                                       Elko County
Elko County
                                       Elko DO
Elko DO
                                       PRESALE OFFER NVN94165
Stipulations:
                                       Stipulations:
NV-E-02-A-TL, NV-E-00-A-LN,
                                       NV-E-00-A-LN, NV-E-06-B-TL,
NV-E-06-B-TL, NV-E-16-H-LN
                                      NV-E-16-C-TL, NV-E-16-H-LN
NV-18-03-016
              1422.500 Acres
  T.0270N, R.0530E, 21 MDM, NV
                                      NV-18-03-020
                                                         2528.840 Acres
    Sec. 018 LOTS 1-8;
                                         T.0270N, R.0540E, 21 MDM, NV
         018
             E2, E2W2;
                                           Sec. 001 LOTS 1-4;
             LOTS 1-8;
         019
                                                001
                                                     S2N2, S2;
         019
               E2, E2W2;
                                                002
                                                     LOTS 1-4;
Elko County
                                                002
                                                     S2N2, S2;
Elko DO
                                                011
                                                      ALL;
Stipulations:
                                                012
                                                      ALL;
NV-E-02-A-TL, NV-E-00-A-LN,
                                      Elko County
NV-E-16-H-LN
                                      Elko DO
                                      Stipulations:
NV-18-03-017
               2560.000 Acres
                                      NV-E-00-A-LN, NV-E-06-B-TL,
  T.0270N, R.0530E, 21 MDM, NV
                                      NV-E-16-H-LN
    Sec. 027
              ALL;
         028
               ALL;
                                      NV-18-03-021
                                                        2560.000 Acres
         033
             ALL;
                                        T.0270N, R.0540E, 21 MDM, NV
         034
               ALL;
                                          Sec. 013
                                                     ALL;
Elko County
                                                014
                                                     ALL:
Elko DO
                                                023
                                                      ALL;
Stipulations:
                                                024
                                                      ALL;
NV-E-00-A-LN, NV-E-06-B-TL,
                                      Elko County
NV-E-16-C-TL, NV-E-16-H-LN
                                      Elko DO
                                      Stipulations:
             1982.640 Acres
NV-18-03-018
                                      NV-E-00-A-LN, NV-E-06-B-TL,
  T.0270N, R.0530E, 21 MDM, NV
                                      NV-E-16-C-TL,
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NV-E-16-H-LN NV-E-16-C-TL, NV-E-16-H-LN NV-18-03-022 640.000 Acres T.0270N, R.0540E, 21 MDM, NV NV-18-03-026 1295.040 Acres Sec. 029 ALL: T.0260N, R.0550E, 21 MDM, NV Elko County Sec. 005 LOTS 1-4; Elko DO 005 S2N2, S2; PRESALE OFFER NVN094157 006 LOTS 1-7; Stipulations: 006 S2NE, SENW, E2SW; NV-E-00-A-LN, NV-E-06-B-TL, 006 SE; NV-E-16-H-LN Elko County Elko DO Stipulations: NV-18-03-023 2560.000 Acres NV-E-00-A-LN, NV-E-06-B-TL, T.0280N, R.0540E, 21 MDM, NV NV-E-16-C-TL, NV-E-16-H-LN Sec. 025 ALL; 026 ALL: 035 ALL; NV-18-03-027 1360.000 Acres 036 ALL: T.0280N, R.0550E, 21 MDM, NV Elko County Sec. 013 SWNE, W2, W2SE; Elko DO 014 NE, SENW, S2; Stipulations: 015 SESE; NV-E-00-A-LN, NV-E-06-B-TL, 022 E2NE, SWNE, E2NW; NV-E-16-B-TL, NV-E-16-D-TL, 022 SE; NV-E-16-F-CSU, Elko County NV-E-16-A-NSO, NV-E-16-H-LN Elko DO Stipulations: NV-18-03-024 1481.560 Acres NV-E-00-A-LN, NV-E-06-B-TL, T.0280N, R.0540E, 21 MDM, NV NV-E-16-B-TL, NV-E-16-D-TL, Sec. 028 ALL; NV-E-07-E-LN, NV-E-16-F-CSU, 029 ALL: NV-E-16-A-NSO, NV-E-16-C-TL, 030 LOTS 1-4; NV-E-16-H-LN Elko County Elko DO Stipulations: NV-18-03-028 1684.100 Acres T.0280N, R.0550E, 21 MDM, NV NV-E-00-A-LN, NV-E-06-B-TL,NV-E-16-B-TL, NV-E-16-D-TL, Sec. 017 ALL; NV-E-16-F-CSU, NV-E-16-A-NSO, 020 ALL; NV-E-16-C-TL, NV-E-16-H-LN 029 LOTS 1-4; 029 W2E2, N2NW; NV-18-03-025 880.000 Acres Elko County T.0280N, R.0540E, 21 MDM, NV Elko DO NENE, SESW, SE; Sec. 032 Stipulations: ALL; 033 NV-E-00-A-LN, NV-E-06-B-TL, Elko County NV-E-16-B-TL, NV-E-16-D-TL,

Elko DO

Stipulations:

NV-E-00-A-LN, NV-E-06-B-TL,

NV-E-07-E-LN, NV-E-16-F-CSU,

NV-E-16-A-NSO, NV-E-16-H-LN

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NV-E-16-F-CSU, NV-E-16-A-NSO, NV-
                 1800.000 Acres
NV-18-03-029
                                        E-16-C-TL, NV-E-16-H-LN
  T.0280N, R.0550E, 21 MDM, NV
    Sec. 027
              E2NE, W2;
         028
              E2SE:
                                       NV-18-03-032
                                                          1045.090 Acres
         033
               E2E2;
                                          T.0270N, R.0560E, 21 MDM, NV
         034
               SWNE, NW, S2;
                                            Sec. 027 LOTS 1-6;
         036
               ALL:
                                                 027
                                                       SWNE, NW, NWSE;
Elko County
                                                 034
                                                     LOTS 1-5;
Elko DO
                                                 034
                                                     SWNE, S2NW, SW;
Stipulations:
                                                 034
                                                       W2SE;
NV-E-00-A-LN, NV-E-06-B-TL,
                                       Elko County
NV-E-16-B-TL, NV-E-16-D-TL,
                                       Elko DO
NV-E-07-E-LN, NV-E-16-F-CSU,
                                       Stipulations:
NV-E-16-A-NSO,
                                       NV-E-00-A-LN, NV-E-06-B-TL,
NV-E-16-C-TL, NV-E-16-H-LN
                                       NV-E-16-D-TL, NV-E-16-H-LN
NV-18-03-030
                  2080.000 Acres
                                       NV-18-03-033
                                                          1868.480 Acres
  T.0300N, R.0550E, 21 MDM, NV
                                         T.0270N, R.0560E, 21 MDM, NV
    Sec. 023
                                            Sec. 031
                                                      LOTS 2-4;
               E2;
               SWNE, W2, W2SE,
         024
                                                      E2, E2W2;
                                                 031
         024
               SESE;
                                                 032
                                                     ALL:
         025
               ALL:
                                                 033
                                                       ALL:
         026
              E2:
                                        Elko County
         027
               E2:
                                       Elko DO
Elko County
                                        Stipulations:
Elko DO
                                       NV-E-00-A-LN, NV-E-06-B-TL,
Stipulations:
                                       NV-E-16-B-TL, NV-E-16-D-TL,
NV-E-00-A-LN, NV-E-06-B-TL,
                                       NV-E-16-F-CSU, NV-E-16-A-NSO,
NV-E-16-B-TL, NV-E-16-D-TL,
                                       NV-E-16-H-LN
NV-E-16-F-CSU, NV-E-16-A-NSO,
NV-E-16-H-LN
                                       NV-18-03-034
                                                          2360.000 Acres
                                         T.0300N, R.0560E, 21 MDM, NV
NV-18-03-031
                  2554.600 Acres
                                            Sec. 002
                                                       SW, S2SE;
  T.0270N, R.0560E, 21 MDM, NV
                                                 003
                                                       S2;
    Sec. 019
             LOTS 1-4;
                                                 010
                                                       N2, N2S2, SESE;
         019
              E2, E2W2;
                                                 011
                                                       ALL;
         020
               ALL:
                                                 012
                                                       NENE, W2NE, NW, S2;
         021
               ALL;
                                                 015
                                                       NENE;
               LOTS 1-4;
         022
                                       Elko County
         022
              W2E2, W2;
                                       Elko DO
Elko County
                                       Stipulations:
Elko DO
                                       NV-E-00-A-LN, NV-E-06-B-TL,
Stipulations:
                                       NV-E-16-B-TL, NV-E-16-D-TL,
NV-E-00-A-LN, NV-E-06-B-TL,
                                       NV-E-16-A-NSO, NV-E-16-C-TL,
NV-E-16-B-TL, NV-E-16-D-TL,
                                       NV-E-16-H-LN
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	Elko County
NV-18-03-035 2250.340 Acres	Elko DO
T.0320N, R.0560E, 21 MDM, NV	Stipulations:
Sec. 002 LOTS 1-4;	NV-E-00-A-LN, NV-E-06-B-TL,
002 S2NE, S2NW, S2;	NV-E-16-B-TL, NV-E-16-D-TL,
010 ALL;	NV-E-16-F-CSU, NV-E-16-A-NSO,
012 ALL;	NV-E-16-C-TL, NV-E-16-H-LN
015 N2;	NV B TO C TE, NV B TO N-EN
Elko County	
•	NT 10 02 020 1001 140 3
Elko DO	NV-18-03-039 1921.140 Acres
Stipulations:	T.0260N, R.0630E, 21 MDM, NV
NV-E-00-A-LN, NV-E-06-B-TL,	Sec. 006 LOTS 1-7;
NV-E-16-H-LN	006 S2NE, SENW, E2SW,
	006 SE;
	007 LOTS 1-4;
NV-18-03-036 760.070 Acres	007 E2,E2W2;
T.0320N, R.0560E, 21 MDM, NV	018 LOTS 1-4;
Sec. 006 LOTS 1-7;	018 NE, E2NW, NESW,
006 S2NE, SENW, E2SW;	018 N2SE;
006 SE:	Elko County
030 LOTS 1-3;	Elko DO
Elko County	Stipulations:
Elko DO	NV-E-00-A-LN, NV-E-06-B-TL,
Stipulations:	NV-E-16-B-TL, NV-E-16-D-TL,
NV-E-01-A-TL, NV-E-00-A-LN,	
	NV-E-16-F-CSU, NV-E-16-A-NSO,
NV-P-OC.D TH NV P 16 H IN	NIV DO TE IL TNI
NV-E-06-B-TL, NV-E-16-H-LN	NV-E-16-H-LN
NV-18-03-037 2560.000 Acres	NV-18-03-040 480.000 Acres
NV-18-03-037 2560.000 Acres T.0270N, R.0620E, 21 MDM, NV	NV-18-03-040 480.000 Acres T.0110N, R.0570E, 21 MDM, NV
NV-18-03-037 2560.000 Acres T.0270N, R.0620E, 21 MDM, NV Sec. 013 ALL;	NV-18-03-040 480.000 Acres T.0110N, R.0570E, 21 MDM, NV Sec. 035 S2,NE;
NV-18-03-037 2560.000 Acres T.0270N, R.0620E, 21 MDM, NV Sec. 013 ALL; 014 ALL;	NV-18-03-040 480.000 Acres T.0110N, R.0570E, 21 MDM, NV Sec. 035 S2,NE; Nye County
NV-18-03-037 2560.000 Acres T.0270N, R.0620E, 21 MDM, NV Sec. 013 ALL; 014 ALL; 023 ALL;	NV-18-03-040 480.000 Acres T.0110N, R.0570E, 21 MDM, NV Sec. 035 S2,NE;
NV-18-03-037 2560.000 Acres T.0270N, R.0620E, 21 MDM, NV Sec. 013 ALL; 014 ALL; 023 ALL; 024 ALL;	NV-18-03-040 480.000 Acres T.0110N, R.0570E, 21 MDM, NV Sec. 035 S2,NE; Nye County
NV-18-03-037 2560.000 Acres T.0270N, R.0620E, 21 MDM, NV Sec. 013 ALL; 014 ALL; 023 ALL;	NV-18-03-040 480.000 Acres T.0110N, R.0570E, 21 MDM, NV Sec. 035 S2,NE; Nye County Ely DO
NV-18-03-037 2560.000 Acres T.0270N, R.0620E, 21 MDM, NV Sec. 013 ALL; 014 ALL; 023 ALL; 024 ALL;	NV-18-03-040 480.000 Acres T.0110N, R.0570E, 21 MDM, NV Sec. 035 S2,NE; Nye County Ely DO PRESALE OFFER NVN94122
NV-18-03-037 2560.000 Acres T.0270N, R.0620E, 21 MDM, NV Sec. 013 ALL; 014 ALL; 023 ALL; 024 ALL; Elko County	NV-18-03-040 480.000 Acres T.0110N, R.0570E, 21 MDM, NV Sec. 035 S2,NE; Nye County Ely DO PRESALE OFFER NVN94122 Stipulations:
NV-18-03-037 2560.000 Acres T.0270N, R.0620E, 21 MDM, NV Sec. 013 ALL; 014 ALL; 023 ALL; 024 ALL; Elko County Elko DO	NV-18-03-040 480.000 Acres T.0110N, R.0570E, 21 MDM, NV Sec. 035 S2,NE; Nye County Ely DO PRESALE OFFER NVN94122 Stipulations:
NV-18-03-037 2560.000 Acres T.0270N, R.0620E, 21 MDM, NV Sec. 013 ALL; 014 ALL; 023 ALL; 024 ALL; Elko County Elko DO Stipulations:	NV-18-03-040 480.000 Acres T.0110N, R.0570E, 21 MDM, NV Sec. 035 S2,NE; Nye County Ely DO PRESALE OFFER NVN94122 Stipulations:
NV-18-03-037 2560.000 Acres T.0270N, R.0620E, 21 MDM, NV Sec. 013 ALL; 014 ALL; 023 ALL; 024 ALL; Elko County Elko DO Stipulations: NV-E-00-A-LN,NV-E-06-B-TL, NV-E-16-B-TL,NV-E-16-D-TL,	NV-18-03-040 480.000 Acres T.0110N, R.0570E, 21 MDM, NV Sec. 035 S2,NE; Nye County Ely DO PRESALE OFFER NVN94122 Stipulations: NV-L-00-A-LN, NV-L-06-B-TL
NV-18-03-037 2560.000 Acres  T.0270N, R.0620E, 21 MDM, NV Sec. 013 ALL; 014 ALL; 023 ALL; 024 ALL; Elko County Elko DO Stipulations: NV-E-00-A-LN,NV-E-06-B-TL, NV-E-16-B-TL,NV-E-16-D-TL, NV-E-16-F-CSU,NV-E-16-A-NSO,	NV-18-03-040  T.0110N, R.0570E, 21 MDM, NV Sec. 035 S2,NE; Nye County Ely DO PRESALE OFFER NVN94122 Stipulations: NV-L-00-A-LN, NV-L-06-B-TL  Number of Parcels - 40
NV-18-03-037 2560.000 Acres T.0270N, R.0620E, 21 MDM, NV Sec. 013 ALL; 014 ALL; 023 ALL; 024 ALL; Elko County Elko DO Stipulations: NV-E-00-A-LN,NV-E-06-B-TL, NV-E-16-B-TL,NV-E-16-D-TL,	NV-18-03-040 480.000 Acres T.0110N, R.0570E, 21 MDM, NV Sec. 035 S2,NE; Nye County Ely DO PRESALE OFFER NVN94122 Stipulations: NV-L-00-A-LN, NV-L-06-B-TL
NV-18-03-037 2560.000 Acres  T.0270N, R.0620E, 21 MDM, NV Sec. 013 ALL; 014 ALL; 023 ALL; 024 ALL; Elko County Elko DO Stipulations: NV-E-00-A-LN,NV-E-06-B-TL, NV-E-16-B-TL,NV-E-16-D-TL, NV-E-16-F-CSU,NV-E-16-A-NSO,	<pre>NV-18-03-040</pre>
NV-18-03-037 2560.000 Acres  T.0270N, R.0620E, 21 MDM, NV Sec. 013 ALL; 014 ALL; 023 ALL; 024 ALL; Elko County Elko DO Stipulations: NV-E-00-A-LN,NV-E-06-B-TL, NV-E-16-B-TL,NV-E-16-D-TL, NV-E-16-F-CSU,NV-E-16-A-NSO, NV-E-16-H-LN	NV-18-03-040  T.0110N, R.0570E, 21 MDM, NV Sec. 035 S2,NE; Nye County Ely DO PRESALE OFFER NVN94122 Stipulations: NV-L-00-A-LN, NV-L-06-B-TL  Number of Parcels - 40  Total Acreage - 69691.94  Total number of Parcels with
NV-18-03-037 2560.000 Acres  T.0270N, R.0620E, 21 MDM, NV Sec. 013 ALL; 014 ALL; 023 ALL; 024 ALL; Elko County Elko DO Stipulations: NV-E-00-A-LN,NV-E-06-B-TL, NV-E-16-B-TL,NV-E-16-D-TL, NV-E-16-F-CSU,NV-E-16-A-NSO, NV-E-16-H-LN  NV-18-03-038 2560.000 Acres	<pre>NV-18-03-040</pre>
NV-18-03-037 2560.000 Acres  T.0270N, R.0620E, 21 MDM, NV Sec. 013 ALL; 014 ALL; 023 ALL; 024 ALL; Elko County Elko DO Stipulations: NV-E-00-A-LN,NV-E-06-B-TL, NV-E-16-B-TL,NV-E-16-D-TL, NV-E-16-F-CSU,NV-E-16-A-NSO, NV-E-16-H-LN  NV-18-03-038 2560.000 Acres T.0270N, R.0620E, 21 MDM, NV	NV-18-03-040  T.0110N, R.0570E, 21 MDM, NV Sec. 035 S2,NE; Nye County Ely DO PRESALE OFFER NVN94122 Stipulations: NV-L-00-A-LN, NV-L-06-B-TL  Number of Parcels - 40  Total Acreage - 69691.94  Total number of Parcels with Presale Offers - 3
NV-18-03-037 2560.000 Acres  T.0270N, R.0620E, 21 MDM, NV Sec. 013 ALL; 014 ALL; 023 ALL; 024 ALL; Elko County Elko DO Stipulations: NV-E-00-A-LN,NV-E-06-B-TL, NV-E-16-B-TL,NV-E-16-D-TL, NV-E-16-F-CSU,NV-E-16-A-NSO, NV-E-16-H-LN  NV-18-03-038 2560.000 Acres T.0270N, R.0620E, 21 MDM, NV Sec. 025 ALL;	NV-18-03-040  T.0110N, R.0570E, 21 MDM, NV Sec. 035 S2,NE; Nye County Ely DO PRESALE OFFER NVN94122 Stipulations: NV-L-00-A-LN, NV-L-06-B-TL  Number of Parcels - 40  Total Acreage - 69691.94  Total number of Parcels with Presale Offers - 3  Parcel Number of Parcels with
NV-18-03-037 2560.000 Acres  T.0270N, R.0620E, 21 MDM, NV Sec. 013 ALL; 014 ALL; 023 ALL; 024 ALL; Elko County Elko DO Stipulations: NV-E-00-A-LN,NV-E-06-B-TL, NV-E-16-B-TL,NV-E-16-D-TL, NV-E-16-F-CSU,NV-E-16-A-NSO, NV-E-16-H-LN  NV-18-03-038 2560.000 Acres T.0270N, R.0620E, 21 MDM, NV Sec. 025 ALL; 026 ALL;	NV-18-03-040  T.0110N, R.0570E, 21 MDM, NV Sec. 035 S2,NE; Nye County Ely DO PRESALE OFFER NVN94122 Stipulations: NV-L-00-A-LN, NV-L-06-B-TL  Number of Parcels - 40  Total Acreage - 69691.94  Total number of Parcels with Presale Offers - 3
NV-18-03-037 2560.000 Acres  T.0270N, R.0620E, 21 MDM, NV Sec. 013 ALL; 014 ALL; 023 ALL; 024 ALL; Elko County Elko DO Stipulations: NV-E-00-A-LN,NV-E-06-B-TL, NV-E-16-B-TL,NV-E-16-D-TL, NV-E-16-F-CSU,NV-E-16-A-NSO, NV-E-16-H-LN  NV-18-03-038 2560.000 Acres T.0270N, R.0620E, 21 MDM, NV Sec. 025 ALL;	NV-18-03-040  T.0110N, R.0570E, 21 MDM, NV Sec. 035 S2,NE; Nye County Ely DO PRESALE OFFER NVN94122 Stipulations: NV-L-00-A-LN, NV-L-06-B-TL  Number of Parcels - 40  Total Acreage - 69691.94  Total number of Parcels with Presale Offers - 3  Parcel Number of Parcels with

Total Acreage With Presale Offers - 1775.44

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

NV-18-03-001 1900.150 Acres	NV-E-16-F-CSU, NV-E-16-A-NSO,
T.0130N, R.0340E, 21 MDM, NV	NV-E-16-C-TL, NV-E-16-H-LN
Sec. 036 PROT ALL;	,
T.0120N, R.0350E, 21 MDM, NV	
Sec. 006 LOTS 3-7;	NV-18-03-004 2490.060 Acres
006 SENW, E2SW;	T.0280N, R.0510E, 21 MDM, NV
007 LOTS 1-4;	Sec. 025 LOTS 5-8;
007 E2NW, E2SW;	025 W2E2,W2;
T.0130N, R.0350E, 21 MDM, NV	026 ALL;
Sec. 031 PROT ALL;	035 ALL;
Nye County	036 LOTS 4,5,7-10;
Carson City DO	036 W2NE,NW,E2SW;
Stipulations:	036 W2SE;
NV-C-00-A-LN	Eureka County
W C OO A HW	Elko DO
	Stipulations:
NV-18-03-002 1829.240 Acres	NV-E-00-A-LN, NV-E-06-B-TL,
T.0280N, R.0510E, 21 MDM, NV	NV-E-16-B-TL, NV-E-16-D-TL,
Sec. 002 LOTS 1-4;	NV-E-16-F-CSU, NV-E-16-A-NSO,
002 S2N2,S2;	NV-E-16-C-TL, NV-E-16-H-LN
012 LOTS 5-8;	NV-E-10-C-1L, NV-E-10-H-LN
012 W2E2,W2;	
T.0280N, R.0520E, 21 MDM, NV	NV-18-03-005 2087.040 Acres
Sec. 006 LOTS 1-3,8-11; 006 S2NE,SENW,E2SW;	T.0260N, R.0520E, 21 MDM, NV
•	Sec. 001 LOTS 1-4;
	001 S2N2,S2; 002 LOTS 1-4;
Eureka County Elko DO	•
	002 S2N2,SW,W2SE,
Stipulations:	002 NESE;
NV-E-00-A-LN, NV-E-06-B-TL,	003 LOTS 1-4;
NV-E-16-B-TL, NV-E-16-D-TL,	003 S2NE, SWNW, NWSW
NV-E-16-F-CSU, NV-E-16-A-NSO,	003 N2SE, SESE;
NV-E-16-C-TL, NV-E-16-H-LN	010 E2NE, S2;
	Eureka County
NT 10 03 000 0104 200 November 1	Elko DO
NV-18-03-003 2194.320 Acres	Formerly Lease No.
T.0280N, R.0510E, 21 MDM, NV	Stipulations:
Sec. 013 LOTS 3,4;	NV-E-00-A-LN, NV-E-06-B-TL,
013 W2SE,SW;	NV-E-16-C-TL, NV-E-16-H-LN
014 ALL;	
023 ALL;	NV-18-03-006 1920.000 Acres
024 LOTS 5-8;	T.0260N, R.0520E, 21 MDM, NV
024 W2E2,W2;	Sec. 011 ALL;
Eureka County	012 ALL;
Elko DO	013 ALL;
Stipulations:	Eureka County
NV-E-00-A-LN, NV-E-06-B-TL,	Elko DO
NV-E-16-B-TL, NV-E-16-D-TL,	Formerly Lease No.

Stipulations: Eureka County NV-E-00-A-LN, NV-E-06-B-TL, Elko DO NV-E-16-C-TL, NV-E-16-H-LN Stipulations: NV-E-00-A-LN, NV-E-06-B-TL, NV-E-16-D-TL, NV-E-16-C-TL, NV-18-03-007 1200.000 Acres NV-E-16-H-LN T.0260N, R.0520E, 21 MDM, NV Sec. 014 NE, N2NW, SENW, S2; 015 N2NE, SWNE, NW, S2; NV-18-03-011 1280.800 Acres Eureka County T.0270N, R.0530E, 21 MDM, NV Elko DO Sec. 002 LOTS 1-4; Formerly Lease No. 002 S2N2.S2; Stipulations: 011 ALL: NV-E-00-A-LN, NV-E-06-B-TL, Elko County NV-E-16-B-TL, NV-E-16-D-TL, Elko DO NV-E-16-F-CSU, NV-E-16-A-NSO, Stipulations: NV-E-16-C-TL, NV-E-16-H-LN NV-E-00-A-LN, NV-E-06-B-TL, NV-E-16-C-TL, NV-E-16-H-LN NV-18-03-008 642.080 Acres T.0270N, R.0520E, 21 MDM, NV NV-18-03-012 1993.060 Acres Sec. 001 LOTS 1-4; T.0270N, R.0530E, 21 MDM, NV 001 S2N2, NESW, S2SW; LOTS 1-4; Sec. 004 001 SE; 004 S2N2, S2; Eureka County 005 LOTS 1-4; Elko DO 005 S2N2, S2; Stipulations: 006 LOTS 1-11; NV-E-00-A-LN, NV-E-06-B-TL, 006 S2NE, SENW, NV-E-16-H-LN 006 E2SW, SE; Elko County NV-18-03-009 1675,370 Acres Elko DO T.0270N, R.0520E, 21 MDM, NV Stipulations: Sec. 024 ALL; NV-E-02-A-TL, NV-E-00-A-LN, 025 ALL; NV-E-16-H-LN 026 LOTS 1,2,6,7; 026 S2NE, SESW, 026 NESE, S2SE; NV-18-03-013 1989.680 Acres Eureka County T.0270N, R.0530E, 21 MDM, NV Elko DO Sec. 007 LOTS 1-8; Stipulations: 007 E2, E2W2; NV-E-00-A-LN, NV-E-06-B-TL, 800 ALL: NV-E-16-C-TL, NV-E-16-H-LN 009 ALL: Elko County Elko DO Stipulations: NV-18-03-010 160.000 Acres NV-E-02-A-TL, NV-E-00-A-LN, T.0280N, R.0520E, 21 MDM, NV NV-E-06-B-TL, NV-E-16-F-CSU, Sec. 001 SW: NV-E-16-H-LN,

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NV-18-03-014 2560.000 Acres
                                         Sec. 030 LOTS 1-8;
  T.0270N, R.0530E, 21 MDM, NV
                                               030 E2, E2W2;
    Sec. 015
              ALL;
                                               031 LOTS 1-8;
         016
             ALL;
                                               031
                                                     E2, E2W2:
         021
             ALL;
                                               032 ALL EXCL ME PATS;
         022
             ALL;
                                      Elko County
Elko County
                                      Elko DO
Elko DO
                                      Stipulations:
Stipulations:
                                      NV-E-01-A-TL, NV-E-00-A-LN,
NV-E-00-A-LN, NV-E-16-H-LN
                                      NV-E-16-C-TL, NV-E-16-H-LN
NV-18-03-015
                1920.000 Acres
                                      NV-18-03-019
                                                        655.440 Acres
  T.0270N, R.0530E, 21 MDM, NV
                                       T.0260N, R.0540E, 21 MDM, NV
    Sec. 017
              ALL;
                                          Sec. 002
                                                    LOTS 1-4;
         020
              ALL;
                                               002
                                                     S2N2, S2;
         029
             ALL;
                                      Elko County
Elko County
                                      Elko DO
Elko DO
                                      PRESALE OFFER NVN94165
Stipulations:
                                      Stipulations:
NV-E-02-A-TL, NV-E-00-A-LN,
                                      NV-E-00-A-LN, NV-E-06-B-TL,
NV-E-06-B-TL, NV-E-16-H-LN
                                      NV-E-16-C-TL, NV-E-16-H-LN
NV-18-03-016
                 1422.500 Acres
  T.0270N, R.0530E, 21 MDM, NV
                                      NV-18-03-020 2528.840 Acres
    Sec. 018
             LOTS 1-8;
                                        T.0270N, R.0540E, 21 MDM, NV
         018
             E2, E2W2;
                                          Sec. 001
                                                   LOTS 1-4;
         019
              LOTS 1-8;
                                               001
                                                    S2N2,S2;
         019
             E2, E2W2;
                                               002 LOTS 1-4;
Elko County
                                               002
                                                   S2N2,S2;
Elko DO
                                               011
                                                   ALL;
Stipulations:
                                               012
                                                   ALL;
NV-E-02-A-TL, NV-E-00-A-LN,
                                      Elko County
NV-E-16-H-LN
                                      Elko DO
                                      Stipulations:
NV-18-03-017 2560.000 Acres
                                      NV-E-00-A-LN, NV-E-06-B-TL,
  T.0270N, R.0530E, 21 MDM, NV
                                      NV-E-16-H-LN
    Sec. 027
             ALL;
         028
                                      NV-18-03-021
              ALL;
                                                       2560.000 Acres
         033
              ALL;
                                        T.0270N, R.0540E, 21 MDM, NV
         034
                                          Sec. 013 ALL;
              ALL:
Elko County
                                               014
                                                     ALL;
Elko DO
                                               023
                                                     ALL;
Stipulations:
                                               024
                                                     ALL;
NV-E-00-A-LN, NV-E-06-B-TL,
                                      Elko County
NV-E-16-C-TL, NV-E-16-H-LN
                                      Elko DO
                                      Stipulations:
NV-18-03-018
                  1982.640 Acres
                                      NV-E-00-A-LN, NV-E-06-B-TL,
  T.0270N, R.0530E, 21 MDM, NV
                                      NV-E-16-C-TL.
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# NV-E-16-F-CSU, NV-E-16-A-NSO. NV-E-16-C-TL, NV-E-16-H-LN NV-18-03-025 880.000 Acres

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T.0280N, R.0540E, 21 MDM, NV
    Sec. 032
              NENE, SESW, SE;
         033
               ALL:
Elko County
Elko DO
Stipulations:
NV-E-00-A-LN, NV-E-06-B-TL,
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NV-E-16-C-TL, NV-E-16-H-LN

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NV-18-03-026
                  1295.040 Acres
  T.0260N, R.0550E, 21 MDM, NV
    Sec. 005
               LOTS 1-4;
         005
              S2N2,S2;
         006 LOTS 1-7;
               S2NE, SENW, E2SW;
         006
         006
               SE;
Elko County
Elko DO
Stipulations:
NV-E-00-A-LN, NV-E-06-B-TL,
NV-E-16-C-TL, NV-E-16-H-LN
NV-18-03-027
                  1360.000 Acres
  T.0280N, R.0550E, 21 MDM, NV
    Sec. 013 SWNE, W2, W2SE;
         014
               NE, SENW, S2;
         015
               SESE:
         022
               E2NE, SWNE, E2NW;
         022
               SE;
Elko County
Elko DO
Stipulations:
NV-E-00-A-LN, NV-E-06-B-TL,
NV-E-16-B-TL, NV-E-16-D-TL,
NV-E-07-E-LN, NV-E-16-F-CSU,
NV-E-16-A-NSO, NV-E-16-C-TL,
NV-E-16-H-LN
               1684.100 Acres
NV-18-03-028
  T.0280N, R.0550E, 21 MDM, NV
    Sec. 017
               ALL:
         020
               ALL:
         029
               LOTS 1-4;
         029
               W2E2, N2NW;
Elko County
Elko DO
Stipulations:
```

NV-E-00-A-LN, NV-E-06-B-TL,

NV-E-16-B-TL, NV-E-16-D-TL,

NV-E-07-E-LN, NV-E-16-F-CSU,

NV-E-16-A-NSO, NV-E-16-H-LN

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NV-E-16-F-CSU, NV-E-16-A-NSO, NV-
NV-18-03-029
                 1800.000 Acres
                                       E-16-C-TL, NV-E-16-H-LN
  T.0280N, R.0550E, 21 MDM, NV
    Sec. 027
               E2NE, W2;
         028
               E2SE;
                                       NV-18-03-032
                                                          1045.090 Acres
         033
               E2E2;
                                         T.0270N, R.0560E, 21 MDM, NV
         034
               SWNE, NW, S2;
                                           Sec. 027
                                                     LOTS 1-6;
         036
               ALL:
                                                 027
                                                      SWNE, NW, NWSE;
Elko County
                                                 034
                                                       LOTS 1-5:
Elko DO
                                                 034
                                                     SWNE, S2NW, SW;
Stipulations:
                                                 034
                                                       W2SE;
NV-E-00-A-LN, NV-E-06-B-TL,
                                       Elko County
NV-E-16-B-TL, NV-E-16-D-TL,
                                       Elko DO
                                       Stipulations:
NV-E-07-E-LN, NV-E-16-F-CSU,
NV-E-16-A-NSO,
                                       NV-E-00-A-LN, NV-E-06-B-TL,
NV-E-16-C-TL, NV-E-16-H-LN
                                       NV-E-16-D-TL, NV-E-16-H-LN
                  2080.000 Acres
NV-18-03-030
                                       NV-18-03-033
                                                          1868.480 Acres
  T.0300N, R.0550E, 21 MDM, NV
                                         T.0270N, R.0560E, 21 MDM, NV
    Sec. 023
               E2;
                                           Sec. 031
                                                      LOTS 2-4;
         024
               SWNE, W2, W2SE,
                                                 031
                                                      E2, E2W2;
         024
               SESE;
                                                 032
                                                      ALL:
         025
               ALL;
                                                 033
                                                       ALL:
         026
               E2;
                                       Elko County
         027
               E2:
                                       Elko DO
Elko County
                                       Stipulations:
Elko DO
                                       NV-E-00-A-LN, NV-E-06-B-TL,
Stipulations:
                                       NV-E-16-B-TL, NV-E-16-D-TL,
NV-E-00-A-LN, NV-E-06-B-TL,
                                       NV-E-16-F-CSU, NV-E-16-A-NSO,
NV-E-16-B-TL, NV-E-16-D-TL,
                                       NV-E-16-H-LN
NV-E-16-F-CSU, NV-E-16-A-NSO,
NV-E-16-H-LN
                                       NV-18-03-034
                                                         2360.000 Acres
                                         T.0300N, R.0560E, 21 MDM, NV
NV-18-03-031
                  2554.600 Acres
                                           Sec. 002
                                                      SW, S2SE;
  T.0270N, R.0560E, 21 MDM, NV
                                                 003
                                                       S2;
    Sec. 019
              LOTS 1-4;
                                                 010
                                                       N2, N2S2, SESE;
         019
              E2, E2W2;
                                                 011
                                                      ALL:
         020
               ALL;
                                                 012
                                                       NENE, W2NE, NW, S2;
         021
               ALL;
                                                 015
                                                       NENE;
         022
               LOTS 1-4;
                                       Elko County
         022
               W2E2,W2;
                                       Elko DO
Elko County
                                       Stipulations:
Elko DO
                                       NV-E-00-A-LN, NV-E-06-B-TL,
Stipulations:
                                       NV-E-16-B-TL, NV-E-16-D-TL,
NV-E-00-A-LN, NV-E-06-B-TL,
                                       NV-E-16-A-NSO, NV-E-16-C-TL,
NV-E-16-B-TL, NV-E-16-D-TL,
                                       NV-E-16-H-LN
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	Elko County
NV-18-03-035 2250.340 Acres	Elko DO
T.0320N, R.0560E, 21 MDM, NV	Stipulations:
Sec. 002 LOTS 1-4;	NV-E-00-A-LN, NV-E-06-B-TL,
002 S2NE, S2NW, S2;	NV-E-16-B-TL, NV-E-16-D-TL,
010 ALL;	NV-E-16-F-CSU, NV-E-16-A-NSO,
012 ALL;	NV-E-16-C-TL, NV-E-16-H-LN
015 N2;	- N
Elko County	
Elko DO	NV-18-03-039 1921.140 Acres
Stipulations:	T.0260N, R.0630E, 21 MDM, NV
NV-E-00-A-LN, NV-E-06-B-TL,	Sec. 006 LOTS 1-7;
NV-E-16-H-LN	006 S2NE, SENW, E2SW,
	006 SE;
	007 LOTS 1-4;
NV-18-03-036 760.070 Acres	007 E2,E2W2;
T.0320N, R.0560E, 21 MDM, NV	018 LOTS 1-4;
Sec. 006 LOTS 1-7;	018 NE,E2NW,NESW,
006 S2NE, SENW, E2SW;	018 N2SE;
006 SE;	Elko County
030 LOTS 1-3;	Elko DO
Elko County Elko DO	Stipulations:
	NV-E-00-A-LN, NV-E-06-B-TL,
Stipulations:	NV-E-16-B-TL, NV-E-16-D-TL,
NV-E-01-A-TL, NV-E-00-A-LN,	NV-E-16-F-CSU, NV-E-16-A-NSO,
NV-E-06-B-TL, NV-E-16-H-LN	NV-E-16-H-LN
NV-18-03-037 2560.000 Acres	NV-18-03-040 480.000 Acres
T.0270N, R.0620E, 21 MDM, NV	T.0110N, R.0570E, 21 MDM, NV
Sec. 013 ALL;	Sec. 035 S2,NE;
014 ALL;	Nye County
023 ALL;	
UZJ ALLI,	Ely DO
024 ALL;	Ely DO PRESALE OFFER NVN94122
	-
024 ALL;	PRESALE OFFER NVN94122
024 ALL; Elko County	PRESALE OFFER NVN94122 Stipulations:
024 ALL; Elko County Elko DO	PRESALE OFFER NVN94122 Stipulations:
024 ALL; Elko County Elko DO Stipulations:	PRESALE OFFER NVN94122 Stipulations:
024 ALL; Elko County Elko DO Stipulations: NV-E-00-A-LN,NV-E-06-B-TL,	PRESALE OFFER NVN94122 Stipulations: NV-L-00-A-LN, NV-L-06-B-TL
024 ALL; Elko County Elko DO Stipulations: NV-E-00-A-LN,NV-E-06-B-TL, NV-E-16-B-TL,NV-E-16-D-TL,	PRESALE OFFER NVN94122 Stipulations: NV-L-00-A-LN, NV-L-06-B-TL
024 ALL; Elko County Elko DO Stipulations: NV-E-00-A-LN,NV-E-06-B-TL, NV-E-16-B-TL,NV-E-16-D-TL, NV-E-16-F-CSU,NV-E-16-A-NSO,	PRESALE OFFER NVN94122 Stipulations: NV-L-00-A-LN, NV-L-06-B-TL  Number of Parcels - 40  Total Acreage - 69691.94
O24 ALL; Elko County Elko DO Stipulations: NV-E-00-A-LN,NV-E-06-B-TL, NV-E-16-B-TL,NV-E-16-D-TL, NV-E-16-F-CSU,NV-E-16-A-NSO, NV-E-16-H-LN	PRESALE OFFER NVN94122 Stipulations: NV-L-00-A-LN, NV-L-06-B-TL  Number of Parcels - 40  Total Acreage - 69691.94  Total number of Parcels with
024 ALL; Elko County Elko DO Stipulations: NV-E-00-A-LN,NV-E-06-B-TL, NV-E-16-B-TL,NV-E-16-D-TL, NV-E-16-F-CSU,NV-E-16-A-NSO, NV-E-16-H-LN  NV-18-03-038  2560.000 Acres	PRESALE OFFER NVN94122 Stipulations: NV-L-00-A-LN, NV-L-06-B-TL  Number of Parcels - 40  Total Acreage - 69691.94
024 ALL; Elko County Elko DO Stipulations: NV-E-00-A-LN,NV-E-06-B-TL, NV-E-16-B-TL,NV-E-16-D-TL, NV-E-16-F-CSU,NV-E-16-A-NSO, NV-E-16-H-LN  NV-18-03-038 2560.000 Acres T.0270N, R.0620E, 21 MDM, NV	PRESALE OFFER NVN94122 Stipulations: NV-L-00-A-LN, NV-L-06-B-TL  Number of Parcels - 40  Total Acreage - 69691.94  Total number of Parcels with Presale Offers - 3
024 ALL; Elko County Elko DO Stipulations: NV-E-00-A-LN,NV-E-06-B-TL, NV-E-16-B-TL,NV-E-16-D-TL, NV-E-16-F-CSU,NV-E-16-A-NSO, NV-E-16-H-LN  NV-18-03-038 2560.000 Acres T.0270N, R.0620E, 21 MDM, NV Sec. 025 ALL;	PRESALE OFFER NVN94122 Stipulations: NV-L-00-A-LN, NV-L-06-B-TL  Number of Parcels - 40  Total Acreage - 69691.94  Total number of Parcels with Presale Offers - 3  Parcel Number of Parcels with
024 ALL; Elko County Elko DO Stipulations: NV-E-00-A-LN,NV-E-06-B-TL, NV-E-16-B-TL,NV-E-16-D-TL, NV-E-16-F-CSU,NV-E-16-A-NSO, NV-E-16-H-LN  NV-18-03-038 2560.000 Acres T.0270N, R.0620E, 21 MDM, NV Sec. 025 ALL; 026 ALL;	PRESALE OFFER NVN94122 Stipulations: NV-L-00-A-LN, NV-L-06-B-TL  Number of Parcels - 40  Total Acreage - 69691.94  Total number of Parcels with Presale Offers - 3
024 ALL; Elko County Elko DO Stipulations: NV-E-00-A-LN,NV-E-06-B-TL, NV-E-16-B-TL,NV-E-16-D-TL, NV-E-16-F-CSU,NV-E-16-A-NSO, NV-E-16-H-LN  NV-18-03-038 2560.000 Acres T.0270N, R.0620E, 21 MDM, NV Sec. 025 ALL;	PRESALE OFFER NVN94122 Stipulations: NV-L-00-A-LN, NV-L-06-B-TL  Number of Parcels - 40  Total Acreage - 69691.94  Total number of Parcels with Presale Offers - 3  Parcel Number of Parcels with

Total Acreage With Presale Offers - 1775.44

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

# BLM Nevada Standard Stipulations (#NV-C-00-A-LN)

These stipulations and notices apply to all parcels all lands and represent standard Best Management Practices for ensuring compliance with extant Federal Laws and resource protection.

#### T&E, Sensitive 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 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.

#### **Migratory Birds**

The Operator is responsible for compliance with provisions of the Migratory Bird Treaty Act by implementing measures to prevent take of migratory birds. Operators should be aware that any ground clearing or other disturbance (such as creating cross-country access to sites, drilling, and/or construction) during the migratory bird (including raptors) nesting season (March 1 -July 31) risks a violation of the Migratory Bird Treaty Act. Disturbance to nesting migratory birds should be avoided by conducting surface disturbing activities outside the migratory bird nesting season.

If surface disturbing activities must be implemented during the nesting season, a preconstruction survey for nesting migratory birds should be performed by a qualified wildlife biologist, during the breeding season (if work is not completed within a specified time frame, then additional surveys may be needed). If active nests are found, an appropriately-sized no surface disturbance buffer determined in coordination with the BLM biologist should be placed on the active nest until the nesting attempt has been completed. If no active nests are found, construction activities must occur within the survey validity time frame specified in the conditions of approval.

#### **Cultural Resources and Tribal Consultation**

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, Executive Order 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 (e.g., State Historic Preservation Officer (SHPO) and tribal consultation) 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.

#### **Fossils**

This area has low to moderate potential for vertebrate paleontological resources, unless noted to have higher potential in a separate stipulation. This area may contain vertebrate paleontological resources. Inventory and/or on-site monitoring during disturbance or spot checking may be required of the operator. In the event that previously undiscovered paleontological resources are discovered in the performance of any surface disturbing activities, the item(s) or condition(s) will be left intact and immediately brought to

the attention of the authorized officer of the BLM. Operations within 250 feet of any such discovery will not be resumed until written authorization to proceed is issued by the Authorized Officer. The lessee will bear the cost of any required paleontological appraisals, surface collection of fossils, or salvage of any large conspicuous fossils of significant scientific interest discovered during the operations.

#### Water

The Operator is responsible for compliance with provisions of the Clean Water Act, Safe Drinking Water Act, and applicable State laws and regulations regarding protection of state water resources. Operators should contact Nevada Division of Water Resources and Nevada Division of Environmental Protection regarding necessary permits and compliance measures for any construction or other activities.

#### **Mining Claims**

This parcel may contain existing mining claims and/or mill sites located under the 1872 Mining Law. To the extent it does, the oil and gas lessee must conduct its operations, so far as reasonably practicable, to avoid damage to any known deposit of any mineral for which any mining claim on this parcel is located, and should not endanger or unreasonably or materially interfere with the mining claimant's operations, including any existing surface or underground improvements, workings, or facilities which may have been made for the purpose of mining operations. The provisions of the Multiple Mineral Development Act (30 U.S.C. 521 et seq.) shall apply on the leased lands.

#### Fire

The following precautionary measures should be taken to prevent wildland fires. In the event your operations should start a fire, you could be held liable for all suppression costs.

- All vehicles should carry fire extinguishers and a minimum of 10 gallons of water.
- Adequate fire-fighting equipment i.e. shovel, pulaski, extinguisher(s) and a minimum 10 gallons of water should be kept at the drill site(s).
- Vehicle catalytic converters should be inspected often and cleaned of all brush and grass debris.
- When conducting welding operations, they should be conducted in an area free from or mostly
  free from vegetation. A minimum of 10 gallons water and a shovel should be on hand to
  extinguish any fires created from the sparks. Extra personnel should be at the welding site to
  watch for fires created by welding sparks.
- Report wildland fires immediately to the BLM Sierra Front Interagency Dispatch Center (SFIDC) at (775) 883-5995. Helpful information to reported is location (latitude and longitude if possible), what's burning, time started, who/what is near the fire and direction of fire spread.
- When conducting operations during the months of May through September, the operator must contact the BLM Carson City District Office, Division of Fire and Aviation at (775) 885–6000 to find out about any fire restrictions in place for the area of operation and to advise this office of approximate beginning and ending dates for your activities

### BLM Nevada Standard Stipulations (#NV-E-00-A-LN)

These stipulations and notices apply to all parcels all lands and represent standard Best Management Practices for ensuring compliance with extant Federal Laws and resource protection.

#### T&E, Sensitive 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 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.

#### **Migratory Birds**

The Operator is responsible for compliance with provisions of the Migratory Bird Treaty Act by implementing measures to prevent take of migratory birds. Operators should be aware that any ground clearing or other disturbance (such as creating cross-country access to sites, drilling, and/or construction) during the migratory bird (including raptors) nesting season (March 1 -July 31) risks a violation of the Migratory Bird Treaty Act. Disturbance to nesting migratory birds should be avoided by conducting surface disturbing activities outside the migratory bird nesting season.

If surface disturbing activities must be implemented during the nesting season, a preconstruction survey for nesting migratory birds should be performed by a qualified wildlife biologist, during the breeding season (if work is not completed within a specified time frame, then additional surveys may be needed). If active nests are found, an appropriately-sized no surface disturbance buffer determined in coordination with the BLM biologist should be placed on the active nest until the nesting attempt has been completed. If no active nests are found, construction activities must occur within the survey validity time frame specified in the conditions of approval.

#### **Cultural Resources and Tribal Consultation**

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, Executive Order 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 (e.g., State Historic Preservation Officer (SHPO) and tribal consultation) 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.

#### **Fossils**

This area has low to moderate potential for vertebrate paleontological resources, unless noted to have higher potential in a separate stipulation. This area may contain vertebrate paleontological resources. Inventory and/or on-site monitoring during disturbance or spot checking may be required of the operator. In the event that previously undiscovered paleontological resources are discovered in the performance of any surface disturbing activities, the item(s) or condition(s) will be left intact and immediately brought to

the attention of the authorized officer of the BLM. Operations within 250 feet of any such discovery will not be resumed until written authorization to proceed is issued by the Authorized Officer. The lessee will bear the cost of any required paleontological appraisals, surface collection of fossils, or salvage of any large conspicuous fossils of significant scientific interest discovered during the operations.

#### Water

The Operator is responsible for compliance with provisions of the Clean Water Act, Safe Drinking Water Act, and applicable State laws and regulations regarding protection of state water resources. Operators should contact Nevada Division of Water Resources and Nevada Division of Environmental Protection regarding necessary permits and compliance measures for any construction or other activities.

#### **Mining Claims**

This parcel may contain existing mining claims and/or mill sites located under the 1872 Mining Law. To the extent it does, the oil and gas lessee must conduct its operations, so far as reasonably practicable, to avoid damage to any known deposit of any mineral for which any mining claim on this parcel is located, and should not endanger or unreasonably or materially interfere with the mining claimant's operations, including any existing surface or underground improvements, workings, or facilities which may have been made for the purpose of mining operations. The provisions of the Multiple Mineral Development Act (30 U.S.C. 521 et seq.) shall apply on the leased lands.

#### Fire

The following precautionary measures should be taken to prevent wildland fires. In the event your operations should start a fire, you could be held liable for all suppression costs.

- All vehicles should carry fire extinguishers and a minimum of 10 gallons of water.
- Adequate fire-fighting equipment i.e. shovel, pulaski, extinguisher(s) and a minimum 10 gallons of water should be kept at the drill site(s).
- Vehicle catalytic converters should be inspected often and cleaned of all brush and grass debris.
- When conducting welding operations, they should be conducted in an area free from or mostly
  free from vegetation. A minimum of 10 gallons water and a shovel should be on hand to
  extinguish any fires created from the sparks. Extra personnel should be at the welding site to
  watch for fires created by welding sparks.
- Report wildland fires immediately to the BLM Central Nevada Interagency Dispatch Center (CNIDC) at (775) 748-4000. Helpful information to reported is location (latitude and longitude if possible), what's burning, time started, who/what is near the fire and direction of fire spread.
- When conducting operations during the months of May through September, the operator must contact the BLM Elko District Office, Division of Fire and Aviation at (775 753-0200) to find out about any fire restrictions in place for the area of operation and to advise this office of approximate beginning and ending dates for your activities.

# BLM Nevada Standard Stipulations (#NV-L-00-A-LN)

These stipulations and notices apply to all parcels all lands and represent standard Best Management Practices for ensuring compliance with extant Federal Laws and resource protection.

#### T&E, Sensitive 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 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.

#### **Migratory Birds**

The Operator is responsible for compliance with provisions of the Migratory Bird Treaty Act by implementing measures to prevent take of migratory birds. Operators should be aware that any ground clearing or other disturbance (such as creating cross-country access to sites, drilling, and/or construction) during the migratory bird (including raptors) nesting season (March 1 -July 31) risks a violation of the Migratory Bird Treaty Act. Disturbance to nesting migratory birds should be avoided by conducting surface disturbing activities outside the migratory bird nesting season.

If surface disturbing activities must be implemented during the nesting season, a preconstruction survey for nesting migratory birds should be performed by a qualified wildlife biologist, during the breeding season (if work is not completed within a specified time frame, then additional surveys may be needed). If active nests are found, an appropriately-sized no surface disturbance buffer determined in coordination with the BLM biologist should be placed on the active nest until the nesting attempt has been completed. If no active nests are found, construction activities must occur within the survey validity time frame specified in the conditions of approval.

#### **Cultural Resources and Tribal Consultation**

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, Executive Order 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 (e.g., State Historic Preservation Officer (SHPO) and tribal consultation) 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.

#### **Fossils**

This area has low to moderate potential for vertebrate paleontological resources, unless noted to have higher potential in a separate stipulation. This area may contain vertebrate paleontological resources. Inventory and/or on-site monitoring during disturbance or spot checking may be required of the operator. In the event that previously undiscovered paleontological resources are discovered in the performance of any surface disturbing activities, the item(s) or condition(s) will be left intact and immediately brought to

the attention of the authorized officer of the BLM. Operations within 250 feet of any such discovery will not be resumed until written authorization to proceed is issued by the Authorized Officer. The lessee will bear the cost of any required paleontological appraisals, surface collection of fossils, or salvage of any large conspicuous fossils of significant scientific interest discovered during the operations.

#### Water

The Operator is responsible for compliance with provisions of the Clean Water Act, Safe Drinking Water Act, and applicable State laws and regulations regarding protection of state water resources. Operators should contact Nevada Division of Water Resources and Nevada Division of Environmental Protection regarding necessary permits and compliance measures for any construction or other activities.

#### Mining Claims

This parcel may contain existing mining claims and/or mill sites located under the 1872 Mining Law. To the extent it does, the oil and gas lessee must conduct its operations, so far as reasonably practicable, to avoid damage to any known deposit of any mineral for which any mining claim on this parcel is located, and should not endanger or unreasonably or materially interfere with the mining claimant's operations, including any existing surface or underground improvements, workings, or facilities which may have been made for the purpose of mining operations. The provisions of the Multiple Mineral Development Act (30 U.S.C. 521 et seq.) shall apply on the leased lands.

#### Fire

The following precautionary measures should be taken to prevent wildland fires. In the event your operations should start a fire, you could be held liable for all suppression costs.

- All vehicles should carry fire extinguishers and a minimum of 10 gallons of water.
- Adequate fire-fighting equipment i.e. shovel, pulaski, extinguisher(s) and a minimum 10 gallons of water should be kept at the drill site(s).
- Vehicle catalytic converters should be inspected often and cleaned of all brush and grass debris.
- When conducting welding operations, they should be conducted in an area free from or mostly free from vegetation. A minimum of 10 gallons water and a shovel should be on hand to extinguish any fires created from the sparks. Extra personnel should be at the welding site to watch for fires created by welding sparks.
- Report wildland fires immediately to the BLM Central Nevada Interagency Dispatch Center (CNIDC) at (775) 289-1925. Helpful information to reported is location (latitude and longitude if possible), what's burning, time started, who/what is near the fire and direction of fire spread.
- When conducting operations during the months of May through September, the operator must contact the BLM Ely District Office, Division of Fire and Aviation at (775-289-1835) to find out about any fire restrictions in place for the area of operation and to advise this office of approximate beginning and ending dates for your activities.

# Pronghorn Antelope Seasonal Habitat (#NV-E-01-A-TL)

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

**Objective** [Purpose]: To protect Pronghorn crucial winter habitat necessary to maintaining the critical life stages of Pronghorn 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 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 to 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 the crucial winter pronghorn 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 restriction may be waived by the Authorized Officer if it is determined that the described lands do not contain suitable pronghorn habitat, or are otherwise incapable of serving the requirements of for the species and therefore no longer warrant consideration as a component necessary for their protection.

Parcel # Legal Land Description

NV-18-03-018 ALL LANDS

NV-18-03-036 ALL LANDS

### Mule Deer Seasonal Habitat (#NV-E-02-A-TL)

**Stipulation**: Timing Limitation (TL) -No surface activity within crucial winter habitat from November 15 through March 15.

**Objective**: To protect mule deer crucial winter, 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 mule deer crucial 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 restriction may be waived by the Authorized Officer if it is determined that the described lands do not contain suitable Mule Deer habitat, or are otherwise incapable of serving the requirements of for the species and therefore no longer warrant consideration as a component necessary for their protection.

Parcel #	Legal Land Description
NV-18-03-012 THRU NV-18-03-013	ALL LANDS
NV-18-03-015 THRU NV-18-03-016	ALL LANDS

## Resource: Sage-Grouse Habitat (NV-E-16-A-NSO)

**Stipulation:** No Surface Occupancy. Priority Habitat Management Areas (PHMA) outside of Sagebrush Focal Areas (SFA)-Manage oil and gas resources in Nevada as No Surface Occupancy (NSO), with two exceptions.

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

**Exception:** The Authorized Officer may grant an exception to an oil and gas lease NSO Stipulation only where the proposed action is as one of the following:

- i. Would not have direct, indirect, or cumulative effects on GRSG or its habitat
- ii. Is proposed to be undertaken as an alternative to a similar action occurring on a nearby parcel and would provide a clear net conservation gain to GRSG and its habitat

Exceptions based on conservation gain (ii) may only be considered in (a) PHMA of mixed ownership where federal minerals underlie less than fifty percent of the total surface or (b) areas of the public lands where the proposed exception is an alternative to an action occurring on a nearby parcel subject to a valid federal oil and gas lease existing as of the date of ARMPA. Exceptions based on conservation gain must also include such measures as enforceable institutional controls and buffers, sufficient to allow the BLM to conclude that such benefits would endure for the duration of the proposed action's impacts.

Any exceptions to this lease stipulation may be approved by the Authorized Officer only with the concurrence of the State Director. The Authorized Officer may not grant an exception unless the applicable state wildlife agency, the USFWS, and the BLM unanimously find that the proposed action satisfies (i) or (ii). Such finding initially would be made by a team of one field biologist or other GRSG expert from each respective agency. In the event the initial finding were not unanimous, the finding may be elevated to the appropriate BLM State Director, USFWS State Ecological Services Director, and state wildlife agency head for final resolution. In the event their findings were not unanimous, the exception would not be granted. Approved exceptions would be made publicly available at least quarterly.

Modification: None.

Waiver: None

Parcel#	Legal Land Description
NV-18-03-002	T.0280N, R.0510E, 21 MDM, NV
	Sec. 002 LOTS 1-4;
	002 S2N2,S2;
NV-18-03-003	T.0280N, R.0510E, 21 MDM, NV
	Sec. 014 ALL;
	023 ALL;
NV-18-03-004	T.0280N, R.0510E, 21 MDM, NV
	Sec. 025 LOTS 5-8;
	026 ALL;

NV-18-03-007	T.0260N, R.0520E, 21 MDM, NV Sec. 014 NE,N2NW,SENW,S2;
NV-18-03-023	T.0280N, R.0540E, 21 MDM, NV Sec. 025 ALL; 026 ALL;
NV-18-03-024	T.0280N, R.0540E, 21 MDM, NV Sec. 028 ALL; 029 ALL;
NV-18-03-027	T.0280N, R.0550E, 21 MDM, NV Sec. 013 SWNE,W2,W2SE; 014 NE,SENW,S2; 015 SESE; 022 E2NE,SWNE,E2NW;
NV-18-03-028	T.0280N, R.0550E, 21 MDM, NV Sec. 017 ALL; 020 ALL; 029 N2NW;
NV-18-03-029	T.0280N, R.0550E, 21 MDM, NV Sec. 033 E2E2; 034 SWNE,NW,S2; 036 ALL;
NV-18-03-030	T.0300N, R.0550E, 21 MDM, NV Sec. 027 E2;
NV-18-03-031	T.0270N, R.0560E, 21 MDM, NV Sec. 019 LOTS 1-4; 019 E2,E2W2; 020 ALL;
NV-18-03-033	T.0270N, R.0560E, 21 MDM, NV Sec. 031 LOTS 2-4; 031 E2,E2W2; 032 ALL;
NV-18-03-034	T.0300N, R.0560E, 21 MDM, NV Sec. 011 ALL; 012 NENE.W2NE,NW,S2;
NV-18-03-037	T.0270N, R.0620E, 21 MDM, NV Sec. 013 ALL; 024 ALL;

NV-18-03-038

T.0270N, R.0620E, 21 MDM, NV

Sec. 035 ALL; 036 ALL;

NV-18-03-039

T.0260N, R.0630E, 21 MDM, NV

Sec. 006 LOTS 1-7;

006 S2NE,SENW,E2SW,SE;

007 E2W2;

018 LOTS 4;

## Resource: Sage-Grouse Habitat (NV-E-16-B-TL)

**Stipulation:** Timing Limitation. No Surface Activity would be allowed within 4.0 miles of active or pending GRSG leks from March 1 through May 15.

Objective [Purpose]: To protect GRSG lekking habitat.

Exception: The Authorized Officer may grant an exception where an environmental review and consultation with the Nevada Department of Wildlife & Sagebrush Ecosystem Technical Team determines that the action, as proposed or otherwise restricted, does not adversely affect GRSG or its habitat. An exception may also be granted if the proponent, the BLM, and the appropriate state agency negotiate mitigation that would provide a clear net conservation gain to GRSG and its habitat.

**Modification:** The Authorized Officer may modify the size and shape of the restricted area or the period of limitation where an environmental review and consultation with the Nevada Department of Wildlife & Sagebrush Ecosystem Technical Team determines that the action, as proposed or otherwise restricted, does not adversely affect GRSG or its habitat.

Waiver: The Authorized Officer may wave the stipulation where an environmental review and consultation with the Nevada Department of Wildlife & Sagebrush Ecosystem Technical Team determines that the described lands do not contain GRSG or suitable habitat or are otherwise incapable of serving the requirements of GRSG and therefore no longer warrant consideration as a component necessary for their protection.

Parcel #	Legal Land Description		
NV-18-03-002 THRU NV-18-03-003	ALL LANDS		
NV-18-03-004	T.0280N, R.0510E, 21 MDM, NV Sec. 025 LOTS 5-8; 026 ALL;		
NV-18-03-007	T.0260N, R.0520E, 21 MDM, NV Sec. 014 NE,N2NW,SENW,S2;		
NV-18-03-023	T.0280N, R.0540E, 21 MDM, NV Sec. 025 ALL; 026 ALL;		
NV-18-03-024	T.0280N, R.0540E, 21 MDM, NV Sec. 028 ALL; 029 ALL;		

NV-18-03-027	T.0280N, R.0550E, 21 MDM, NV Sec. 013 SWNE,W2,W2SE; 014 NE,SENW,S2; 015 SESE; 022 E2NE,SWNE,E2NW;
NV-18-03-028	T.0280N, R.0550E, 21 MDM, NV Sec. 017 ALL; 020 ALL; 029 N2NW;
NV-18-03-029	T.0280N, R.0550E, 21 MDM, NV Sec. 033 E2E2; 034 SWNE,NW,S2; 036 ALL;
NV-18-03-030	T.0300N, R.0550E, 21 MDM, NV Sec. 027 E2;
NV-18-03-031	T.0270N, R.0560E, 21 MDM, NV Sec. 019 LOTS 1-4; 019 E2,E2W2; 020 ALL;
NV-18-03-033	T.0270N, R.0560E, 21 MDM, NV Sec. 031 LOTS 2-4; 031 E2,E2W2; 032 ALL;
NV-18-03-034	T.0300N, R.0560E, 21 MDM, NV Sec. 011 ALL; 012 NENE.W2NE,NW,S2;
NV-18-03-037	T.0270N, R.0620E, 21 MDM, NV Sec. 013 ALL; 024 ALL;
NV-18-03-038	T.0270N, R.0620E, 21 MDM, NV Sec. 035 ALL; 036 ALL;
NV-18-03-039	T.0260N, R.0630E, 21 MDM, NV Sec. 006 LOTS 1-7; 006 S2NE,SENW,E2SW,SE; 007 E2W2; 018 LOTS 4;

#### Resource: Sage-Grouse Habitat (#NV-E-16-C-TL)

**Stipulation:** 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 [Purpose]: To protect GRSG winter habitat.

Exception: The Authorized Officer may grant an exception where an environmental review and consultation with the Nevada Department of Wildlife & Sagebrush Ecosystem Technical Team determines that the action, as proposed or otherwise restricted, does not adversely affect GRSG or its habitat. An exception may also be granted if the proponent, the BLM, and the appropriate state agency negotiate mitigation that would provide a clear net conservation gain to GRSG and its habitat.

**Modification:** The Authorized Officer may modify the size and shape of the restricted area or the period of limitation where an environmental review and consultation with the Nevada Department of Wildlife & Sagebrush Ecosystem Technical Team determines that the action, as proposed or otherwise restricted, does not adversely affect GRSG or its habitat.

Waiver: The Authorized Officer may wave the stipulation where an environmental review and consultation with the Nevada Department of Wildlife & Sagebrush Ecosystem Technical Team determines that the described lands do not contain GRSG or suitable habitat or are otherwise incapable of serving the requirements of GRSG and therefore no longer warrant consideration as a component necessary for their protection.

Parcel #	Legal Land Description	
NV-18-03-002 THRU NV-18-03-003	ALL LANDS	
NV-18-03-004	T.0280N, R.0510E, 21 MDM, NV Sec. 025 LOTS 5-8; 025 W2E2,W2; 026 ALL;	
NV-18-03-005 THRU NV-18-03-007	ALL LANDS	
NV-18-03-009 THRU NV-18-03-011	ALL LANDS	
NV-18-03-017 THRU NV-18-03-019	ALL LANDS	

NV-18-03-021	ALL LANDS	
NV-18-03-024 THRU NV-18-03-027	ALL LANDS	
NV-18-03-029	ALL LANDS	
NV-18-03-031 NV-18-03-034	ALL LANDS ALL LANDS	
NV-18-03-038	ALL LANDS	

### Sage-Grouse Habitat (NV-E-16-D-TL)

**Stipulation:** 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 [Purpose]: To provide seasonal protection to GRSG early brood-rearing habitat in General Management Habitat Areas (GHMA). Exception: The Authorized Officer may grant an exception where an environmental review and consultation with the Nevada Department of Wildlife & Sagebrush Ecosystem Technical Team determines that the action, as proposed or otherwise restricted, does not adversely affect GRSG or its habitat. An exception may also be granted if the proponent, the BLM, and the appropriate state agency negotiate mitigation that would provide a clear net conservation gain to GRSG and its habitat.

**Modification:** The Authorized Officer may modify the size and shape of the restricted area or the period of limitation where an environmental review and consultation with the Nevada Department of Wildlife & Sagebrush Ecosystem Technical Team determines that the action, as proposed or otherwise restricted, does not adversely affect GRSG or its habitat.

Waiver: The Authorized Officer may wave the stipulation where an environmental review and consultation with the Nevada Department of Wildlife & Sagebrush Ecosystem Technical Team determines that the described lands do not contain GRSG or suitable habitat or are otherwise incapable of serving the requirements of GRSG and therefore no longer warrant consideration as a component necessary for their protection.

Parcel #	Legal Land Description
NV-18-03-002	ALL LANDS
NV-18-03-003	T.0280N, R.0510E, 21 MDM, NV Sec. 013 LOTS 3,4; 013 W2SE,SW; 014 ALL; 023 ALL;
NV-18-03-004	T.0280N, R.0510E, 21 MDM, NV Sec. 025 LOTS 5-8; 025 W2E2,W2; 026 ALL;
NV-18-03-007	T.0260N, R.0520E, 21 MDM, NV Sec. 014 NE,N2NW,SENW,S2;
NV-18-03-010	T.0280N, R.0520E, 21 MDM, NV Sec. 001 SW;

NV-18-03-023 T.0280N, R.0540E, 21 MDM, NV Sec. 025 ALL; 026 ALL; T.0280N, R.0540E, 21 MDM, NV NV-18-03-024 Sec. 028 ALL; 029 ALL; 030 LOTS 1-4; T.0280N, R.0550E, 21 MDM, NV NV-18-03-027 Sec. 013 SWNE,W2,W2SE; 014 NE,SENW,S2; 015 SESE; 022 E2NE,SWNE,E2NW; NV-18-03-028 **ALL LANDS** NV-18-03-029 T.0280N, R.0550E, 21 MDM, NV Sec. 033 E2E2; 034 SWNE, NW, S2; 036 ALL; NV-18-03-030 **ALL LANDS** NV-18-03-031 T.0270N, R.0560E, 21 MDM, NV Sec. 019 LOTS 1-4; 019 E2,E2W2; 020 ALL; 021 ALL: NV-18-03-032 THRU **ALL LANDS** NV-18-03-034 NV-18-03-037 THRU **ALL LANDS** NV-18-03-038 NV-18-03-039 T.0260N, R.0630E, 21 MDM, NV Sec. 006 LOTS 1-7; 006 S2NE,SENW,E2SW,SE; 007 E2W2; 018 LOTS 4;

## Sage-Grouse Habitat (#NV-E-16-F-CSU)

**Stipulation:** 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 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 by implementing noise restrictions near leks in General Management Habitat Areas (GHMA).

**Exception:** None

Modification: None

Waiver: None

Parcel # Legal Land Description

NV-18-03-002

THRU ALL LANDS

NV-18-03-003

NV-18-03-004 T.0280N, R.0510E, 21 MDM, NV

Sec. 025 LOTS 5-8;

026 ALL;

NV-18-03-007 T.0260N, R.0520E, 21 MDM, NV

Sec. 014 NE,N2NW,SENW,S2;

NV-18-03-023 T.0280N, R.0540E, 21 MDM, NV

Sec. 025 ALL; 026 ALL;

NV-18-03-024 T.0280N, R.0540E, 21 MDM, NV

Sec. 028 ALL; 029 ALL;

NV-18-03-027 T.0280N, R.0550E, 21 MDM, NV

Sec. 013 SWNE,W2,W2SE;

014 NE,SENW,S2;

015 SESE;

022 E2NE,SWNE,E2NW;

NV-18-03-028	T.0280N, R.0550E, 21 MDM, NV Sec. 017 ALL; 020 ALL; 029 N2NW;
NV-18-03-029	T.0280N, R.0550E, 21 MDM, NV Sec. 033 E2E2; 034 SWNE,NW,S2; 036 ALL;
NV-18-03-030	T.0300N, R.0550E, 21 MDM, NV Sec. 027 E2;
NV-18-03-031	T.0270N, R.0560E, 21 MDM, NV Sec. 019 LOTS 1-4; 019 E2,E2W2; 020 ALL;
NV-18-03-033	T.0270N, R.0560E, 21 MDM, NV Sec. 031 LOTS 2-4; 031 E2,E2W2; 032 ALL;
NV-18-03-034	T.0300N, R.0560E, 21 MDM, NV Sec. 011 ALL; 012 NENE.W2NE,NW,S2;
NV-18-03-037	T.0270N, R.0620E, 21 MDM, NV Sec. 013 ALL; 024 ALL;
NV-18-03-038	T.0270N, R.0620E, 21 MDM, NV Sec. 035 ALL; 036 ALL;
NV-18-03-039	T.0260N, R.0630E, 21 MDM, NV Sec. 006 LOTS 1-7; 006 S2NE,SENW,E2SW,SE; 007 E2W2; 018 LOTS 4;

### Lease Notice -Sage-Grouse Habitat (#NV-E-16-H-LN)

According to the Nevada and Northeastern California Greater Sage-Grouse Approved Resource Management Plan Amendment (NVCA Approved GRSG RMP Amendment), specific Required Design Features (RDFs) are required for certain activities in all Greater Sage-Grouse (GRSG) habitat. 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 NVCA Approved GRSG RMP Amendment; however application of the RDFs is site specific at the project proposal stage.

Parcel #

Legal Land Description

NV-18-03-002 THRU NV-18-03-039

ALL LANDS

## Lease Notice - Congressionally Designated Historic Trails (#NV-E-07-E-LN)

This lease contains, at a minimum, portions of a Congressionally Designated Historic Trail and may be inconsistent with the purpose for which the National Trail was designated, and therefore may substantially interfere with the nature and purpose of the Trail. The Lessee or Operator will have to comply with BLM Manual 6280 -Management of National Scenic and Historic Trails and Trails Under Study or Recommended as Suitable for Congressional Designation (Public), specifically Section 5-3, part A-B. Any ground disturbance proposed within the viewshed of the Trail will be required to conduct a viewshed analysis to evaluate whether the proposed action is contained within the viewshed. If within the viewshed, and likely to cause adverse impact, a BLM National Trail inventory and assessment is required, and should be broad enough to be able to identify reasonable alternative project locations with potentially less or no adverse impact. Upon inventory, the area of potential adverse impact shall be delineated, encompassing the resources, qualities, values and associated settings and the primary use or uses identified. Where a proposed action is found to be inconsistent with the purpose for which the National Trail was designated, the BLM shall consider rejecting applications for proposed projects or denying approval of the action pursuant to FLPMA, the NTSA, and other applicable law and policy.

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#### Legal Land Description

NV-18--03-027

T.0280N, R.0550E, 21 MDM, NV

Sec. 013 SWNE, W2, W2SE;

014 NE,SENW,S2;

015 SESE;

022 E2NE,SWNE,E2NW

NV-18--03-028

ALL LANDS

NV-18--03-029

T.0280N, R.0550E, 21 MDM, NV Sec. 034 SWNE,NW,S2; 036 ALL;

# Raptor Nesting Sites (#NV-E-06-B-TL)

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 EDO 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;

#### Parcel #

**Legal Land Description** 

NV-18-03-002 THRU NV-18-03-039

**ALL LANDS** 

# Raptor Nesting Sites (#NV-L-06-B-TL)

Stipulation: Timing Limitation. No surface activity May 1 through July 15 within 0.5 mile of a raptor nest site which has been active within the past five years.

Objective [Purpose]: To protect raptor nesting activities necessary to maintaining the critical life stages of existing raptor 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 raptor nest sites being protected by the restriction. An exception may also be granted if the proponent, BLM, and other affected interests, in consultation with Nevada Department of Wildlife, negotiate mitigation that would satisfactorily offset the anticipated impacts. 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 can be occupied without adversely affecting raptor nesting activity. The dates for the timing restriction may be modified if new information indicates the dates are not valid for the leasehold. Any modification authorized by this stipulation is subject to 43 C.F.R. 3101.1-4, including provisions requiring public review for issues of major public concern, or substantial modifications.

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 raptor nest sites. Any waiver authorized by this stipulation is subject to 43 C.F.R. 3101.1-4, including provisions requiring public review for issues of major public concern, or substantial waivers.

Parcel #

**Legal Land Description** 

NV-18-03-040

ALL LANDS