

**“EXHIBITS”**

**&**

**“MAPS”**

**METES AND BOUNDS DESCRIPTION  
OF THE ACCRETION AND RIPARIAN ACREAGE  
TO LOT 5, SECTION 22, T16N-R23W,  
NOT INCLUDED IN BLM LEASE NM22105(OKLA),  
LOCATED ALONG THE CANADIAN RIVER,  
ROGER MILLS COUNTY, OKLAHOMA  
DESCRIBED AS FOLLOWS:  
(Bearings and Distances are Geodetic)**

Beginning at the ancient meander corner on the ancient right bank between Sections 27 and 28, said point being North 00°00'00" West a distance of 188.13 feet from an Iron Rod with cap for the Southwest corner of Section 22, T16N-R23W, Roger Mills County, Oklahoma.

Thence along the calculated West line of Unit 22, said line being the calculated West accretion line to said Lot 5, North 31°03'11" East a distance of 892.95 feet to the intersection of the calculated West line of Unit 22 and the Southerly boundary of said existing BLM Lease;

Thence along the said existing BLM Lease the following courses and distances:

South 67°00'00" East a distance of 718.10 feet;

South 72°45'00" East a distance of 1283.85 feet to the intersection of the Southerly boundary of said existing BLM Lease and the calculated East accretion line to said Lot 5;

Thence along the calculated East accretion line to said Lot 5, South 20°57'27" West a distance of 308.17 feet to the Southeast corner of said Lot 5, said point being the ancient meander corner on the ancient right bank between Sections 22 and 27;

Thence along the adjusted 1874 right bank the following courses and distances:

North 78°36'06" West a distance of 932.54 feet;

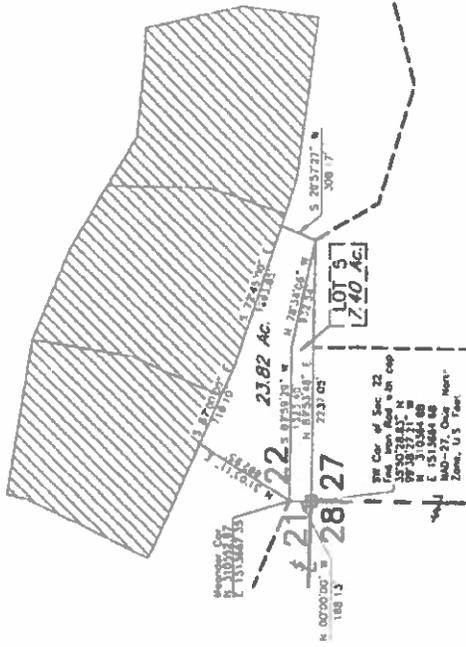
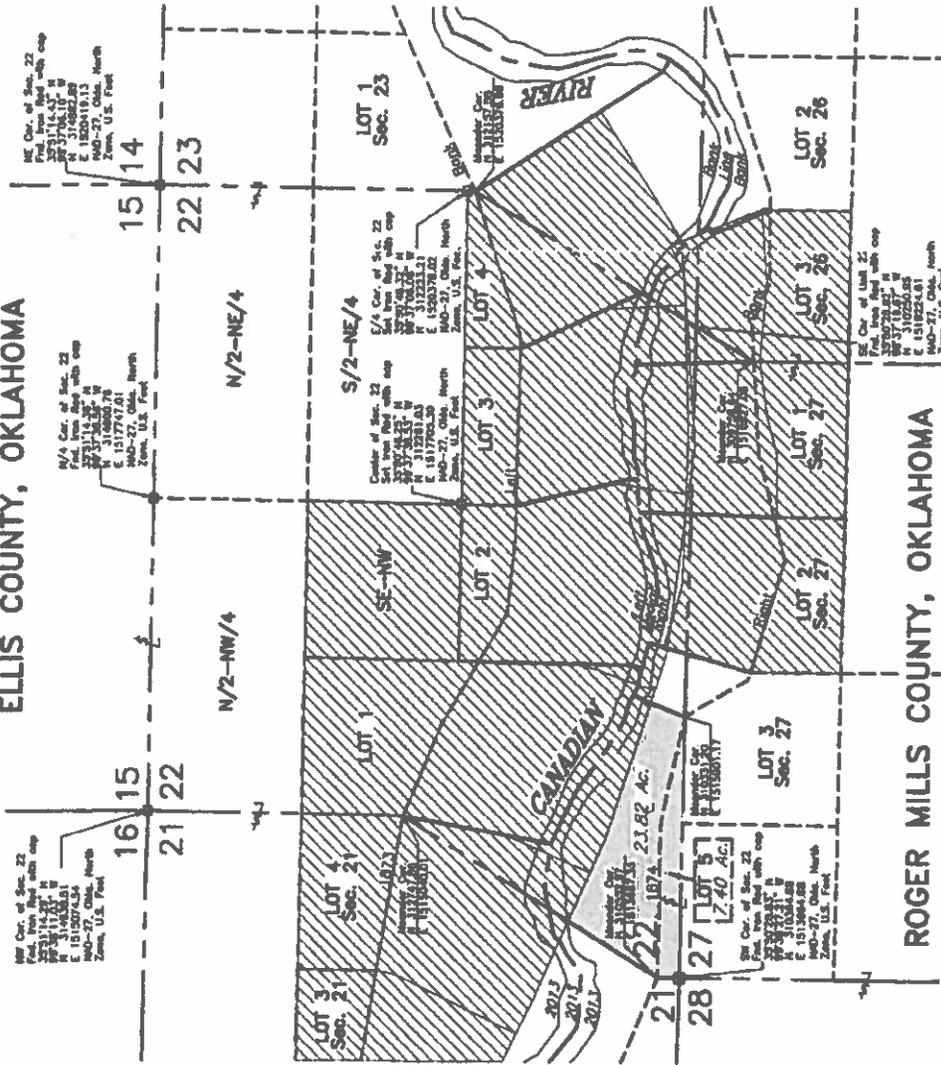
South 89°59'29" West a distance of 1323.40 feet to the POINT OF BEGINNING, and containing 23.82 acres of land more or less.

Total of unleased BLM acreage for Lot 1 = 31.22 acres more or less.

**- NOTE -**

**The above metes and bounds was configured using a survey made on the ground to locate the Section corners. The lots were established using the General Land Office Plat and instructions given in the Bureau of Land Management Survey Manual.**

T 16 N - R 23 W  
(INDIAN MERIDIAN)  
ELLIS COUNTY, OKLAHOMA



— LEGEND —  
 [Diagonal Lines] = Existing BLM Lease NM-22105(Ok)a  
 [Horizontal Lines] = Open BLM Acreage

NO.	REVISION	DATE	BY	APPR

**HAL C. SMITH & ASSOCIATES, INC.**  
 PLAT SHOWING  
**UNLEASED BLM ACREAGE IN**  
**UNIT 22, T16N-R23W,**  
**ROGER MILLS COUNTY, OKLAHOMA**

SURVEYING AND MAPPING BY  
**TOPOGRAPHIC LAND SURVEYORS OF OKLAHOMA**  
 1000 S. W. 10th St., Oklahoma City, OK 73106 (405) 442-2807

SCALE: 1" = 1000' SURV. BY: TWF/MSL  
 DATE: 8/9/2013 DRAWN BY: TWF  
 FILE: R2001C.dwg APPR. BY: TWF SHEET 1 OF 1



**SURVEYOR'S CERTIFICATE :**  
 I, T. Wayne Fisch, Oklahoma Licensed Professional Land Surveyor No. 1378, do hereby certify that this plat was prepared from data established by our August, 2013 survey for the purpose of platting that portion of accretion and riparian acreage being considered for government lease.

**SOURCE DATA :**  
 Topographic Land Surveyors of Oklahoma accretion and riparian survey: Drawing Number 108024-R2-01-X, dated August 9, 2013.

T. Wayne Fisch, P.L.S. No. 1378

**TRACT NOS. 181MKT1 – 181MKT16**  
**TEXOMA LAKE PROJECT**  
**GRAYSON COUNTY, TEXAS**

**Tract 181MKT1:**

A strip of land out of the T. J. Robinson Survey, the southeast quarter No. 4 of Section number 24 of the Subdivision of University Leagues Nos. 1, 11, 15, and 16; said strip being a portion of the land conveyed by T. J. Robinson et ux and J. M. Robinson et ux to The Denison and Pacific Railway by deed dated June 6, 1878, and recorded in Deed Volume 39, page 551 of the records of Grayson County, Texas, the portion herein conveyed being 100 feet in width, 50 feet on each side of the center line of grantor's former main track, beginning at the intersection of said center line of main track with the west line of said survey, 1575 feet north of the southwest corner thereof, and extending thence south, 89 degrees 47 minutes east 1747.3 feet, more or less, to the intersection of said center line with the line between the lands of E. L. Gill and C. W. Brown, 1649.8 feet, more or less, north of the south line of said T. J. Robinson Survey, containing 4.01 acres, more or less.

**Tract 181MKT1-a:**

A strip or parcel of land out of the T. J. Robinson Survey, the southeast quarter No. 4 of Section number 24 of the Subdivision of University Leagues Nos. 1, 11, 15 and 16; said strip of land being 400 feet long and 25 feet wide on the north side of and immediately adjoining the 100 foot right of way described in Tract No. 1 above, west line of said strip being 796 feet, more or less, east of the west line of the said T. J. Robinson Survey (measured along former main track of said grantor), containing 0.23 acre, more or less; being the land conveyed by E. L. Gill and Lizzie Gill, his wife, to the Missouri-Kansas-Texas Railroad Company of Texas by deed dated February 17, 1925, and recorded in Deed Volume 309, page 416 of the records of Grayson County, Texas.

**Tract 181MKT2:**

**A strip of land out of the J. C. Willingham and I. Willingham Surveys, the southwest quarter of Section 24 and the southeast quarter of Section 23 of University Leagues Nos. 1, 11, 15, and 16; said strip of land being 100 feet wide, 50 feet on each side of the center line of the grantor's former main track, extending westerly from the east line of the southwest quarter of said Section 24 to the west line of the southeast quarter of said Section 23, being the land conveyed by H. B. Fridley and Sarah A. Fridley, his wife, to the Denison and Pacific Railway by deed dated August 20, 1878, and recorded in Deed Volume 41, page 46 of the records of Grayson County, Texas; containing 12.76 acres, more or less.**

**Tract 181MKT3:**

**A strip of land out of the J. r. Lewis Survey, the east half of the southwest quarter number 3 of Section 23 in Leagues Nos. 1, 11, 15, and 16 University Lands; said strip of land being 100 feet wide, 50 feet on each side of the center line of the grantor's former main track, extending southwesterly from the east line of the southwest quarter of said Section 23 to the west line of the east half of the said southwest quarter, being the land conveyed by Isham Willingham, Attorney in fact for J. J. Willingham, to the Denison and Pacific Railway by deed dated June 8, 1878, and recorded in Deed Volume 39, page 407 of the records of Grayson County, Texas; containing 3.08 acres, more or less.**

**Tract 181MKT4:**

**A strip of land out of the J. R. Lewis Survey, the west half of southwest quarter number 3 of Section number 23 in Leagues Nos. 1, 11, 15, and 16 University Lands; said strip of land being 100 feet wide, 50 feet on each side of the center line of grantor's former main track extending southwesterly from east line of the west half of the southwest quarter of said Section 23 to the south line of the said southwest quarter Section 23, being the land conveyed by L. A. Bacon and Sarah Bacon, his wife, to the Denison and Pacific Railway by deed dated June 8, 1878, and recorded in Deed Volume 39, page 391 of the records of Grayson County, Texas; containing 2.23 acres, more or less.**

**Tract 181MKT5:**

A strip of land out of the A. C. Ingram Survey, the northwest quarter of Section 22 Leagues Nos. 1, 11, 15, and 16, University Lands; said strip of land being 100 feet wide, 50 feet on each side of the center line of the grantor's former main track, extending southwesterly from the north line of the said northwest quarter Section 22 to the west line of said Section 22, being the land conveyed by A. C. Ingram and L. M. Ingram to the Denison and Pacific Railway by deed dated June 8, 1878, and recorded in Deed Volume 39, page 440 of the records of Grayson County, Texas; containing 0.85 acre, more or less.

**Tract 181MKT6:**

A strip of land out of the O. H. Willis Survey, said strip of land being 100 feet wide, 50 feet on each side of the center line of the grantor's former main track, extending southwesterly from the east line of said O. H. Willis Survey to the west line of said survey, being the land conveyed by W. H. Webb and Cordelia B. Webb, his wife, by deed dated may 31, 1878, to the Denison and Pacific Railway and recorded in Deed Volume 39, page 389, of the records of Grayson County, Texas; the same land being also conveyed by deed from James I. Reekes and Thomas F. Daly dated June 2, 1883, to the Missouri, Kansas & Texas Railway Company, and recorded in Deed Volume 58, page 153 of the records of Grayson County, Texas; containing 16.05 acres, more or less.

**Tract 181MKT6-a:**

A parcel of land out of the O. H. Willis Survey on the south side of and immediately adjoining the 100 foot right of way described in Tract No. 6, above, more particularly described as follows: Beginning at a point in the southerly line of former right of way of the Missouri-Kansas-Texas Railroad Company of Texas 57.5 feet, measured along said right of way line, southwesterly from the east line of said O. h. Willis Survey; thence continuing southwesterly along said right of way line a distance of 68 feet; thence south parallel to the east line of the O. H. Willis Survey a distance of 60 feet; thence northeasterly parallel to said southerly right of way line a distance of 68 feet; thence north 60 feet to point of beginning; said parcel containing .091 acre and being the land conveyed by J. P. Smith and Sallie H. Smith, his wife, to the Missouri, Kansas & Texas Railway Company of Texas by deed dated June 12, 1909, and recorded in Deed Volume 185, page 460 of the records of Grayson County, Texas.

**Tract 181MKT6-b:**

A parcel of land out of the O. H. Willis Survey on the north side of and immediately adjoining the 100 foot right of way described in Tract No. 6 above, more particularly described as follows: Beginning at the intersection of the west line of Block 7 of the former town of Hagerman with the north right of way line of the grantor, thence northerly along the west side of said Block 7 36.6 foot to a point 35 feet north of and measured at right angles to said right of way lines; thence easterly parallel to said right of way line 26.1 feet; thence at right angles southerly 23 feet to a point 12 feet north of and measured at right angles to said right of way line; thence easterly parallel to said right of way line 308.3 feet; thence southerly parallel to the said west line of Block 7 to a point in said right of way line; thence westerly along said right of way line to point of beginning; being the land conveyed by Mary Webb Morrison and W. A. Morrison, her husband, to the Missouri, Kansas & Texas Railway Company of Texas by deed dated February 27, 1919, and recorded in Deed Volume 282, page 158 of the records of Grayson County, Texas, containing 0.11 acre, more or less.

**Tract 181MKT6-c:**

A parcel of land out of the O. H. Willis Survey on the north side of and immediately adjoining the 100 foot right of way described in Tract No. 6 above, more particularly described as follows: Beginning at the intersection of the west line of Block 7 of the former town of Hagerman with the north right of way line of the grantor; thence northerly along the west line of said Block 7 36.6 feet to a point 35 feet north of and measured at right angles to said right of way line; thence westerly parallel to said right of way line to the east line of Block 8, Shaney Addition to the town of Hagerman, as recorded in Deed Records of Grayson County, Texas; thence northerly along the east line of said Block 8 26.1 feet to a point 60 feet north of and measured at right angles to said right of way line; thence westerly parallel to said right of way line 158 feet to a point in the west line of Lot 3, Block 8, Shaney Addition; thence southerly along the west line of said Lot 3 41.8 feet; thence continuing southerly at right angles to said right of way line 18 feet to a point 12 feet north of and measured at right angles to said right of way line; thence westerly parallel to said right of way line 270 feet; thence southerly at right angles 12 feet to a point in said right of way line; thence easterly along said right of way to point of beginning; being the land conveyed by Sallie H. Smith, widow of J. P. Smith et al, to Missouri, Kansas & Texas Railway Company of Texas by deed dated February 27, 1919, and recorded in Deed Volume 262, page 157 of the records of Grayson County, Texas, containing 0.33 acre, more or less.

**Tract 181MKT7:**

A strip of land out of the E. C. Smithson Survey (on the west side of and adjoining the O. H. Willis Survey), said strip of land being 100 feet wide, 50 feet on each side of the center line of grantor's former main track, and extending southwesterly from the east line to the south line of said E. C. Smithson Survey, being the land conveyed by John Gardner and Nellie K. Gardner, his wife, to the Denison and Pacific Railway by deed dated June 21, 1878, and recorded in Deed Volume 39, pages 502 and 503 of the records of Grayson County, Texas, containing 1.72 acres, more or less.

**Tract 181MKT8:**

A strip of land out of the Timothy Pillsbury Survey ( a 640 acre tract also know as Survey No. 7), and also a portion thereof out of the Samuel Welcher Survey, lying south of and adjoining the E. C. Smithson Survey; said strip of land being 100 feet wide, 50 feet on each side of the center line of the grantor's former main track, and extending southwesterly from the north line to the south line of said Timothy Pillsbury Survey, being the land conveyed by S. D. Steadman and Anna M. Steadman, his wife, to the Denison and Pacific Railway by deed dated June 10, 1878, and recorded in Deed Volume 39, page 424 of the records of Grayson County, Texas, containing 17.02 acres, more or less.

**Tract 181MKT9:**

A strip of land 100 feet wide, being 50 feet on each side of the center line of grantor's former main track over, through and across the Fractional Quarter numbered 13 of Leagues 2 and 3 University Lands, extending southwesterly from the north line to the west line of said Fractional Quarter numbered 13; being the land conveyed by S. Bostick and E. F. Bostick, his wife, to the Denison and Pacific Railway by deed dated June 7, 1878, and recorded in Deed Volume 39, page 388 of the records of Grayson County, Texas ; containing 5.18 acres, more or less.

**Tract 181MKT10:**

A strip of land 100 feet wide, being 50 feet on each side of the center line of grantor's former main track over, through and across the middle fractional Section 14, Leagues 2 and 3, University Lands and extending southwesterly from the east line to the south line of said middle fractional Section 14; being the land conveyed by F. M. Goode to the Denison and Pacific Railway by deed dated June 14, 1878, and recorded in Deed Volume 39, page 439 of the records of Grayson County, Texas; containing 2.41 acres, more or less.

**Tract 181MKT11:**

A strip of land 100 feet wide, being 50 feet on each side of the center line of grantor's former main track over, through and across the south 80 acres of Fractional Quarter Section 14 in Leagues 2 and 3 University Lands, and extending southwesterly from the north line to the south line of said south 80 acres of Fractional Section 14; being the land conveyed by Abner M. Bryson to the Denison and Pacific Railway by deed dated June 12, 1878, and recorded in Deed Volume 39, page 448 of the records of Grayson County, Texas; containing 4.04 acres, more or less.

**Tract 181MKT12:**

A strip of land 100 feet wide, being 50 feet on each side of the center line of grantor's former main track over, through and across an 11 acre tract in the north side of Fractional Section 15 in Leagues 2 and 3, University Lands, and extending southwesterly from the north line of Fractional Section 15 to the south line of said 11 acre tract; being a portion of the land conveyed by J. L. Elder and Sarah L. Elder, his wife, to the Denison and Pacific Railway by deed dated June 7, 1878, and recorded in Deed Volume 39, page 377 of the records of Grayson County, Texas; containing 1.97 acres, more or less.

**Tract 181MKT13:**

A strip of land 100 feet wide, being 50 feet on each side of the grantor's former main track, over, through and across the northwesterly side of an 80 acre tract in Fractional Section 15 in Leagues 2 and 3, University Lands, and extending southwesterly from north line of said 80 acre tract to west line of Fractional Section 15; being the land conveyed by Joab Elmore and Mary Jane Elmore, his wife, to the Denison and Pacific Railway by deed dated June 7, 1878, and recorded in Deed Volume 39, page 386 of the records of Grayson County, Texas; containing 0.67 acre, more or less.

**Tract 181MKT14:**

A strip of land out of a 90 acre tract in the John Yates Survey (lying west of and adjoining Fractional Section 15 in Leagues 2 and 3, University Lands), said strip of land being 100 feet wide, 50 feet on each side of the grantor's former main track, extending southwesterly from the west line of Fractional Section 15 to the south line of said 90 acre tract, being all of the land, excepting the portion described under Tract No. 12 above, conveyed by J. L. Elder and Sarah L. Elder, his wife, to the Denison and Pacific Railway by deed dated June 7, 1878, and recorded in Deed Volume 39, page 377 of the records of Grayson County, Texas; containing 5.14 acres, more or less.

**Tract 181MKT15:**

A strip of land out of the John Yates Survey, said strip being 100 feet wide, 50 feet on each side of grantor's former main track, extending southwesterly from the south line of 90 acre tract described in Tract No. 14 above to a point 100 feet north, measured at right angles from grantor's main track as relocated at chaining station 436 plus 82, said station being located 2,386 feet, more or less, west of intersection of said main track with the east line of the John Yates Survey; and being a part of the land conveyed by Harriet A. West to the Denison and Pacific Railway by deed dated June 10, 1878, recorded in Deed Volume 39, page 379 of the records of Grayson County, Texas; the part herein conveyed containing 1.81 acres, more or less.

**Tract 181MKT16:**

A strip of land out of the John Yates Survey, said strip being a part of the grantor's former main track; and also being part of the land conveyed by Harriet A. West to the Denison and Pacific Railway by deed dated June 10, 1878, recorded in Deed Volume 39, page 379, of the records of Grayson County, Texas, the portion herein conveyed being all of said land not included in Tract No. 15 which lies westerly of a line parallel with and 50 feet distant westerly from the center line of present relocated main track of Missouri-Kansas-Texas Railroad Company of Texas, and is more particularly described as follows:

The point of beginning being the intersection of the south right of way line of grantor's former main track and the north right of way line of the Grantor's relocated main track, said point being Station 436 plus 71.1, said station and point being further located 2381.3 feet west of the intersection of said north relocated line and the east line of the John Yates Survey; thence S. 86° 27' W., 1328.9 feet; thence along a transition curve to the left with a radius that decreases from infinity to 1959.88 feet for a distance of 252.9 feet; thence along a circular curve to the left with a radius of 1959.88 feet for a distance of 1037.1 feet; thence along a transition curve to the left with a radius that increases from 1959.88 feet to infinity for a distance of 252.9 feet; thence N. 48° 54' E., 101.1 feet to the point of a transition curve to the right being on the north right of way of grantor's former main track; thence along a transition curve to the right with a radius that decreases from infinity to 1898.48 feet for a distance of 262.63 feet; thence along a circular curve to the right with a radius of 1898.48 feet for a distance of 986.73 feet; thence along a transition curve to the right with a radius that increases from 1898.48 feet to infinity for a distance of 262.63 feet; thence N. 86° 27' E., 659.3 feet to a point on a transition curve to the left; thence along a transition curve to the left with a radius that decreases from infinity to 2756.51 feet for a distance of 157.4 feet; thence along a circular curve to the left with a radius of 2756.51 feet for

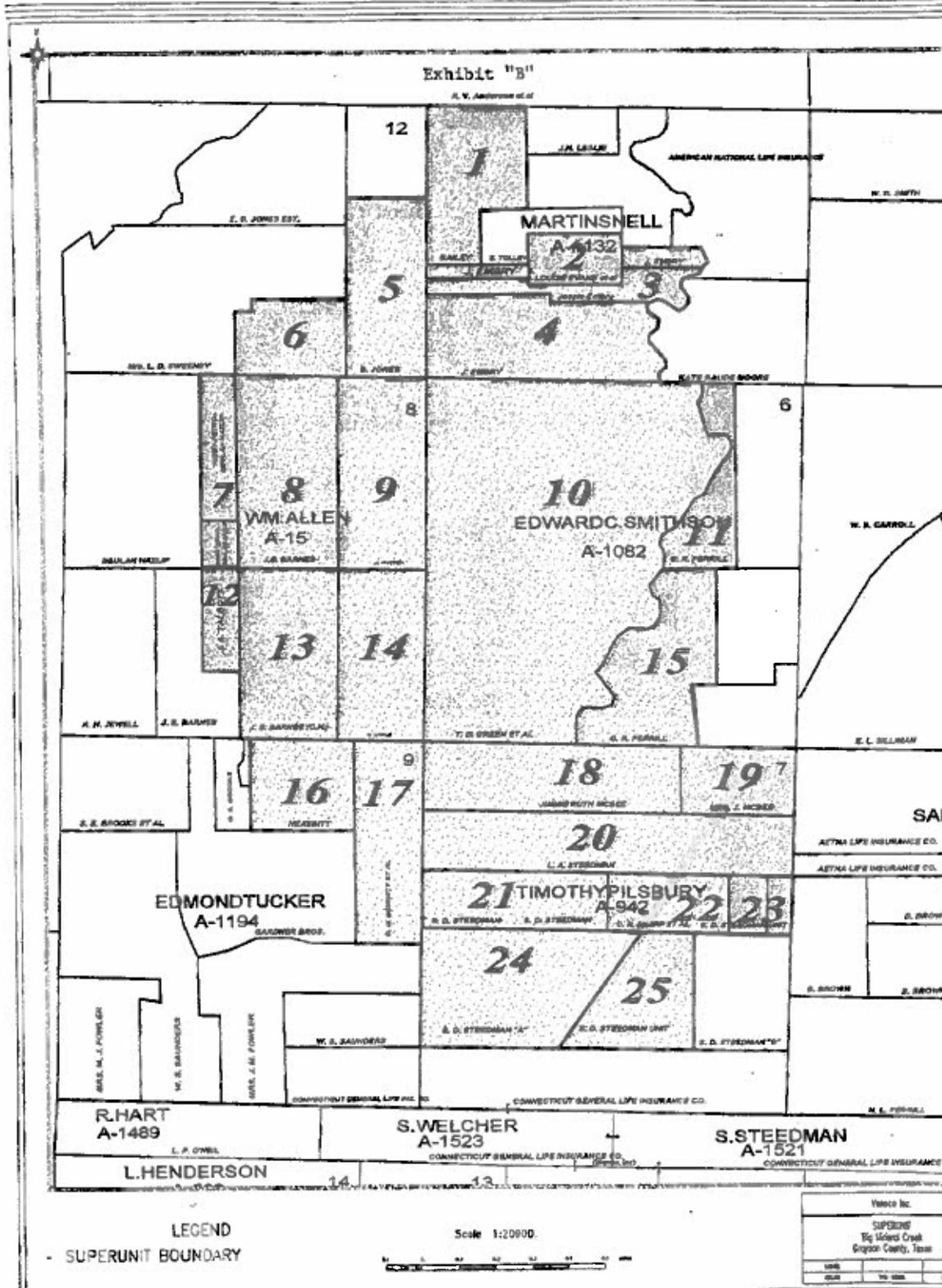
a distance of 442.4 feet; thence in a southerly direction 100.0 feet, more or less, to the point of beginning, containing 2.62 acres, more or less.

Less and Except BLM Oil and Gas Lease TXNM 021105 containing 9.2 acres described as follows:

That strip of land in the larger tract hereinafter described, said strip of land being 100 feet wide, 50 feet on each side of the center line of the Missouri-Kansas-Texas Railroad Company's former main tract and extending southwesterly from the north line of said larger tract to the south line of said larger tract, being a part of the land conveyed by S. D. Steedman and Anna M. Steedman, his wife, to the Denison and Pacific Railway by deed dated June 10, 1878, and recorded in Deed Volume 39, Page 424, of the records of Grayson County, Texas;

The above mentioned "Larger Tract" being the following described land in Grayson County, Texas, to-wit: Commencing at the northeast corner of the Timothy Pillsbury Survey, Abstract 942, Grayson County, Texas, thence south 2° 31' 26" west with the east line of said survey 948.75 feet to the point of beginning, being the northeast corner of the tract of land in said survey owned by L. A. Steedman; thence continuing south 2° 31' 26" west with the east line of said survey 3465 feet, to the southeast corner of the 210-acre tract of land covered by oil, gas, and mineral lease dated June 7, 1945, from S. D. Steedman and Ethel M. Steedman to R. L. Hall and John P. Madden, recorded in book 473, at page 81, of the deed records of Grayson County, Texas; thence north 87° 05' 31" west with the south line of said 210-acre tract, 5288.80 feet to the west line of said survey; thence north 2° 18' 4" east with the west line of said survey 3465 feet to the northwest corner of the tract of land in said survey owned by L. A. Steedman; thence south 87° 05' 31" east with the north line of said tract of land owned by L. A. Steedman 5301.58 feet to the point of beginning.

Containing 73.121 Total Acres



# **STIPULATIONS**

**CORPS OF ENGINEERS**  
**SPECIAL STIPULATIONS 1-A**  
**FORT SUPPLY LAKE**

1. This is a no surface occupancy lease.
2. All oil and gas drilling and production operations shall be under the supervision of the District Manager, Bureau of Land Management (BLM), in accordance with 43 Code of Federal Regulations 3160.
3. The Secretary of the Army or designee reserves the right to require cessation of operations if a national emergency arises or if the Army needs the leased property for a mission incompatible with lease operations. On approval from higher authority, the District Engineer will give notice of the required suspension. The lessee agrees to this condition and waives compensation for its exercise.
4. If the District Engineer or his authorized representative discovers an imminent danger to safety or security which allows no time to consult the BLM, that person may order such activities stopped immediately. The District Manager, BLM, will be notified immediately, will review the order, and will determine the need for further remedial action.
5. Lessee liability for damage to improvements shall include improvements of the Department of Defense. Lessee shall be liable for pollution and other damages, as a result of their operations, to Government-owned land and property and to the property of the Government's authorized surface user.
6. Before beginning to drill, the lessee must consult with third parties authorized to use real estate in the lease area and must consider programs for which third parties have contractual responsibility.
7. A license to conduct geophysical test on the leased area must be obtained separately from the District Engineer.
8. That all rights under this lease are subordinate to the rights of the United States to flood and submerge the lands, permanently or intermittently, in connection with the operation and maintenance of the above-named project.
9. That the United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the use and occupation of the said premises, or for damages to the property of the lessee, or for injuries to the person of the lessee's officers, agents, servants, or employees, or others

who may be on said premises at their invitation or the invitation of any one of them arising from or incident to the flooding of the said premises by the Government or flooding from any other cause, or arising from or incident to any other Governmental activities; and the lessee shall hold the United States harmless from any and all such claims.

10. That the work performed by the lessee on the lands shall be under the general supervision of the District Engineer, Corps of Engineers in direct charge of the project and subject to such conditions and regulations as may be prescribed by him, and the plans and locations for all structures, appurtenances thereto, and work on said lands shall be submitted to the said District Engineer for approval in advance of commencement of any work on said lands. The District Engineer shall have the right to enter on the premises, at any time, to inspect both the installation and operational activities of the lessee.

11. That no structure or appurtenance thereto shall be of a material or construction determined to create floatable debris.

12. That the construction and operation of said structures and appurtenances thereto shall be of such a nature as not to cause pollution of the soils and the waters of the project.

13. That the United States reserves the right to use the land jointly with the lessee in connection with the construction, operation, and maintenance of the Government project and to place improvements thereon or to remove materials therefrom, including sand and gravel and other construction material, as may be necessary in connection with such work, and the lessee shall not interfere in any manner with such work or do any act which may increase the cost of performing such work. If the cost of the work performed on land outside the property included in the lease is made more expensive by reason of improvements constructed on the leased property by the lessee, the lessee shall pay to the United States money in the amount, as estimated by the Chief of Engineers, sufficient to compensate for the additional expense involved.

14. All areas with 3,000 feet of any major structure, including but not limited to the dam, spillway, or embankment, are restricted areas. The lessee, his operators, agents, or employees shall not utilize the surface of restricted areas for any purpose. Drilling operations in, on, or under the restricted areas, including drilling outside of the restricted areas which would cause a bore hole to be under the restricted area, will not be permitted. The restricted areas are included in the lease for the sole purpose of becoming part of a drilling unit so that the United States will share in the royalty of the unit.

15. All existing or proposed public use areas, recreation areas, wildlife and waterfowl refuges, historical sites, and hiking and horseback trail areas may be leased for the sole purpose of becoming a part of a drilling unit. The lessee, his operators, agents, or employees will not use or enter upon the surface for any purpose. Directional drilling from non-public areas is permitted if not otherwise restricted.

16. All storage tanks and slush pits will be protected by dikes of sufficient capacity to protect the reservoir from pollution to flood pool elevation **2,028.0** feet for Fort Supply Lake, National Geodetic Vertical Datum.

17. It is the responsibility of the lessee to identify and be aware of areas where entry is prohibited. **There will be no surface or subsurface entry within 2,000 feet of the dam structure. A portion of the lease includes the Public Use Area, therefore, stipulation is applicable. Stipulation also applies to portions of the lease area.**

18. The operator will immediately stop work and advise the District Engineer or his authorized representative if contamination is found in the operating area.

**CORPS OF ENGINEERS**  
**SPECIAL STIPULATIONS 1-A**  
**LAKE TEXOMA, TEXAS**  
**HAGERMAN NATIONAL WILDLIFE REFUGE AREA**

1. This is a no surface occupancy lease.
2. All oil and gas drilling and production operations shall be under the supervision of the District Manager, Bureau of Land Management (BLM), in accordance with 43 Code of Federal Regulations 3160.
3. The Secretary of the Army or designee reserves the right to require cessation of operations if a national emergency arises or if the Army needs the leased property for a mission incompatible with lease operations. On approval from higher authority, the District Engineer will give notice of the required suspension. The lessee agrees to this condition and waives compensation for its exercise.
4. If the District Engineer or his authorized representative discovers an imminent danger to safety or security which allows no time to consult BLM, that person may order such activities stopped immediately. The District Manager, BLM, will be notified immediately, will review that order, and will determine the need for further remedial action.
5. Lessee liability for damage to improvements shall include improvements of the Department of Defense. Lessee shall be liable for pollution and other damages, as a result of their operations, to Government-owned land and property and to the property of the Government's authorized surface user.
6. Before beginning to drill, the lessee must consult with third parties authorized to use real estate in the lease area and must consider programs for which third parties have contractual responsibility.
7. A license to conduct geophysical test on the leased area must be obtained separately from the District Engineer.
8. That all rights under this lease are subordinate to the rights of the United States to flood and submerge the lands, permanently or intermittently, in connection with the operation and maintenance of the above-named project.

9. That the United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the use and occupation of the said premises, or for damages to the property of the lessee, or for injuries to the person of the lessee's officers, agent, servants, or employees, or others who may be on said premises at their invitation or the invitation of any one of them arising from or incident to the flooding of the said premises by the Government or flooding from any other cause, or arising from or incident to any other governmental activities; and the lessee shall hold the United States harmless from any and all such claims.

10. That the work performed by the lessee on the lands shall be under the general supervision of the District Engineer, Corps of Engineers, in direct charge of the project, and subject to such conditions and regulations as may be prescribed by him, and the plans and locations for all structures, appurtenances thereto, and work on said lands shall be submitted to the said District Engineer for approval in advance of commencement of any work on said lands. The District Engineer shall have the right to enter on the premises, at any time, to inspect both the installation and operational activities of the lessee.

11. That no structure or appurtenance thereto shall be of a material or construction determined to create floatable debris.

12. That the construction and operation of said structures and appurtenances thereto shall be of such a nature as not to cause pollution of the soils and the waters of the project.

13. That the United States reserves the right to use the land jointly with the lessee in connection with the construction, operation, and maintenance of the Government project and to place improvements thereon or to remove materials therefrom, including sand and gravel and other construction material, as may be necessary in connection with such work, and the lessee shall not interfere in any manner with such work or do any act which may increase the cost of performing such work. If the cost of the work performed on land outside the property included in the lease is made more expensive by reason of improvements constructed on the leased property by the lessee, the lessee shall pay to the United States money in the amount, as estimated by the Chief of Engineers, sufficient to compensate for the additional expense involved.

14. All areas with 2,000 feet of any major structure, including but not limited to the dam, spillway, or embankment, are restricted areas. The lessee, his operators, agents, or employees shall not utilize the surface of restricted areas for any purpose. Drilling operations in, on, or under the restricted areas,

**including drilling outside of the restricted areas which would cause a bore hole to be under the restricted area, will not be permitted. The restricted areas are included in the lease for the sole purpose of becoming part of a drilling unit so that the United States will share in the royalty of the unit.**

**15. All existing or proposed public use areas, recreation areas, wildlife and waterfowl refuges, historical sites, and hiking and horseback trail areas may be leased for the sole purpose of becoming a part of a drilling unit. The lessee, his operators, agents, or employees will not use or enter upon the surface for any purpose. Directional drilling from non-public areas is permitted if not otherwise restricted.**

**16. All storage tanks and slush pits will be protected by dikes of sufficient capacity to protect the reservoir from pollution to flood pool elevation 640 feet, for Lake Texoma, Texas, National Geodetic Vertical Datum.**

**17. It is the responsibility of the lessee to identify and be aware of areas where entry is prohibited. The lease is in the Hagerman National Wildlife Refuge and use of the surface within the lease area is prohibited.**

**18. The operator will immediately stop work and advise the District Engineer or his authorized representative if contamination is found in the operating area.**

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

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

**Address:**

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

**Bureau of Land Management**

**New Mexico State Office**

**NM-8 LN**

**April 2, 1991**

**DRAINAGE STIPULATION FOR FEDERAL LANDS**

All or part of the lands contained in this lease is subject to drainage by well(s) located adjacent to this lease. The lessee shall be required within 60 days of lease issuance to submit to the authorized officer plans for protecting the lease from drainage. Compensatory royalty will be assessed effective the expiration of this 60-day period if no plan is submitted. The plan must include either an Application for Permit to Drill (APD) a protective well, or an application to communitize the lease so that it is allocated production from a protective well off the lease. Either of these options may include obtaining a variance to State spacing for the area. In lieu of this plan, the lessee shall be required to demonstrate that a protective well would have little or no chance of encountering oil and gas in quantities sufficient to pay in excess the costs of drilling and operating the well. In the absence of either an acceptable plan for protecting the lease from drainage or an acceptable justification why a protective well would be uneconomical, the lessee shall be obligated to pay compensatory royalty to the Office of Natural Resources Revenue at a rate to be determined by the authorized officer.

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

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

For the following described land(s):

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

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

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

For the following described land(s)

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

Bureau of Land Management  
Oklahoma Field Office

ORA-2 CSU  
November 1991

**SEASON OF USE STIPULATION**

Surface occupancy of this lease will not be allowed from February 15 to May 15, as well as all applicable hunting seasons without the specific approval, in writing, from the authorized officer of the Bureau of Land Management. This stipulation does not apply to operation and maintenance of production facilities.

On the land(s) described below:

**For the Purpose of: Wildlife seasonal use requirements or recreation use conflicts with drilling activities.**

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

**LEASE NOTICE**  
**FLOODPLAIN MANAGEMENT**

All or portions of the lands under this lease lie in and/or adjacent to a major watercourse and may be subject to periodic flooding. In accordance with E.O. 11988 – Floodplain Management 5/24/1977, as amended, and the Clean Water Act of 1972, as amended, impacts or disturbances to this area must be avoided or mitigated. Surface occupancy of these areas and surface disturbance within up to 200 meters of the outer edge of the floodplain may not be allowed in order to protect the integrity and functionality of the floodplain and associated watercourse. Controlled surface use requiring special mitigation measures may be required and will be developed during the application for permit to drill. These would be required as part of the environmental analysis, approval for drilling or any other operation on this lease. These measures could include modifications or relocation of proposed well locations; burial of linear facilities such as pipelines; modifications in surface activities; minimizing surface disturbance by co-locating roads, utilities and pipelines in common rights-of-ways; interim reclamation of all surface disturbance initiated immediately after construction; reduction of long term noise producing activities; suitable off-site mitigation or other reasonable measures to mitigate impacts to floodplains. These measures may be imposed in accordance with Section 6 of the lease terms, Onshore Oil and Gas Order No. 1, 43 CFR 3162.5-1 and 43 CFR 3101.1-2.

For the purpose of:

To protect the unique biological and hydrological features associated with rivers, streams, riparian/wetland areas, and areas within the 100-year floodplain demarcation.

**OKLAHOMA STATE UNIVERSITY STIPULATION**

**No occupancy or other activity on the surface is allowed in order to protect Lake Carl Blackwell and associated facilities owned by the Oklahoma State University.**

**On the lands described below:**

**OKLAHOMA STATE UNIVERSITY STIPULATION**

Prior to conducting operations, a plan of operations must be approved by the Tulsa District Office of the Bureau of Land Management. Any drilling, construction, or other operations on the leased lands are subject to site-specific stipulations as may be necessary to assure reasonable protection of Lake Carl Blackwell and associated facilities owned by Oklahoma State University. A plan shall not be approved if it will result in unacceptable impacts on any land use or the environment.

The successful bidder will be required to seek the University's portion of the mineral interests through the State of Oklahoma Commissioners of the land office. Successful bidder shall work with the University areas assigned usage of those particular lands to see that the appropriate steps are taken to protect departmental interest from surface and nuisance damages. All information on this sale and lease should be directed to both:

Oklahoma State University  
Attn: Suzanne Frits  
210 Whitehurst  
Stillwater, OK 74078-1025  
(405) 744-6787

State of Oklahoma Land Commissioners  
Attn: David Shipman  
P.O. Box 26910  
Oklahoma City, OK 73126  
(405) 271-1000

**United States Fish & Wildlife**  
**Hagerman National Wildlife Refuge**  
**No Surface Occupancy**

1. **No Surface Occupancy or use is allowed on or within the federal mineral tract(s).**
2. **Directional and/or Horizontal drilling that results in well bores crossing through the federal lease must be conducted from surface locations outside of Hagerman National Refuge where occupancy is allowed unless demonstrated to not be technically feasible.**
3. **The operator will be required to coordinate with and obtain a permit from the U. S. Fish and Wildlife Service and the U. S. Army Corps of Engineers for any wells that will penetrate, pass through or produce from the federal lease.**

**For the purpose of: To protect and preserve significant cultural and other resource values of this lease.**

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

The lease area may now or hereafter contain plants, animals, or their habitats determined to be threatened, endangered, or other special status species. BLM may recommend modifications to exploration and development proposals to further its conservation and management objective to avoid BLM-approved activity that will contribute to a need to list such a species or their habitat. BLM may require modifications to or disapprove proposed activity that is likely to result in jeopardy to the continued existence of a proposed or listed threatened or endangered species or result in the destruction or adverse 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.

## **CULTURAL RESOURCES AND TRIBAL CONSULTATION STIPULATION**

**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.**

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

U.S. DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT



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- Leasing Instructions & Guidelines
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Email links are provided at the site  
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