
Leasing Activities Information



U.S. Department of the Interior
Minerals Management Service
Gulf of Mexico OCS Region

Lease Stipulations Eastern Gulf of Mexico Planning Area Oil and Gas Lease Sale 224 (Final Notice of Sale)

Four lease stipulations will be applied to all leases resulting from this lease sale on blocks shown on the map "Lease Terms, Economic Conditions, and Stipulations, Lease Sale 224, Final" included in the Final Notice of Sale 224 Package. These lease stipulations are shown below.

Please Note: The MMS published new official leasing maps and protraction diagrams that include the newly-defined administrative planning area boundaries implemented in this sale. These new boundaries are depicted on the "Lease Terms and Economic Conditions, and Stipulations, Lease Sale 224, Final" map.

- Stipulation No. 1 - Military Areas
- Stipulation No. 2 - Evacuation
- Stipulation No. 3 - Coordination
- Stipulation No. 4 - Protected Species

Stipulation No. 1 – Military Areas

(This stipulation will be included in all leases resulting from this lease sale.)

A. Hold and Save Harmless

Whether compensation for such damage or injury might be due under a theory of strict or absolute liability or otherwise, the lessee assumes all risks of damage or injury to persons or property, which occur in, on, or above the Outer Continental Shelf (OCS), to any persons or to any property of any person or persons in connection with any activities being performed by the lessee in, on, or above the OCS, if such injury or damage to such person or property occurs by reason of the activities of any agency of the United States Government, its contractors, or subcontractors, or any of its officers, agents or employees, being conducted as a part of, or in connection with, the programs or activities of the command headquarters listed at the end of this stipulation.

Notwithstanding any limitation of the lessee's liability in Section 14 of the lease, the lessee assumes this risk whether such injury or damage is caused in whole or in part by any act or omission, regardless of negligence or fault, of the United States, its contractors or subcontractors, or any of its officers, agents, or employees. The lessee further agrees to indemnify and save harmless the United States against all claims for loss, damage, or injury in connection with the programs or activities of the aforementioned military installation, whether the same be caused in whole or in part by the negligence or fault of the United States, its contractors, or subcontractors, or any of its officers, agents, or employees and whether such claims might be sustained under a theory of strict or absolute liability or otherwise.

B. Electromagnetic Emissions

The lessee agrees to control its own electromagnetic emissions and those of its agents, employees, invitees, independent contractors, or subcontractors emanating from individual designated defense warning and water test areas in accordance with requirements specified by the commander of the command headquarters listed below (hereinafter "the appropriate command headquarters") to the degree necessary to prevent damage to, or unacceptable interference with, Department of Defense flight, testing, or operational activities, conducted within individual designated warning and water test areas. Prior to entry into the particular warning or water test area, the lessee, its agents, employees, invitees, independent contractors, or subcontractors must coordinate electromagnetic emissions with the appropriate onshore military installation command headquarters.

C. Operational

The lessee, when conducting or causing any activities in the individual designated warning and water test areas, shall enter into an agreement with the appropriate command headquarters prior to commencing such activities. Such an agreement will provide for positive control of personnel and property associated with the lessee's activity and operations existing in the warning and water test areas at any time.

Warning and Water Test Areas

Command Headquarters

Eglin Water Test Areas 1, 2, 3, and 4

Air Armament Center
Attention: Robert J. Arnold
Mission Enhancement Committee Chairman
101 West "D" Ave., Suite 129
Eglin AFB, Florida 32542-5492
Telephone: (850) 259-1753

W-155

Fleet Area Control and Surveillance
Attention: Facility (FACSFAC)
NAS Pensacola
1860 Perimeter Road, Building 3963
NASP 32508-5217
Telephone: (850) 452-4671

Stipulation No. 2 – Evacuation

(This stipulation will be included in all leases resulting from this lease sale.)

- A. The lessee, recognizing that oil and gas resource exploration, exploitation, development, production, abandonment, and site cleanup operations on the leased area of submerged lands may occasionally interfere with tactical military operations, hereby recognizes and agrees that the United States reserves and has the right to temporarily suspend operations and/or require evacuation on this lease in the interest of national security. Such suspensions are considered unlikely in this area. Every effort will be made by the appropriate military agency to provide as much advance notice as possible of the need to suspend operations and/or evacuate. Advance notice of fourteen (14) days shall normally be given before requiring a suspension or evacuation, but in no event will the notice be less than four (4) days. Temporary suspension of operations may include the evacuation of personnel, and appropriate sheltering of personnel not evacuated. Appropriate shelter shall mean the protection of all lessee personnel for the entire duration of any Department of Defense activity from flying or falling objects or substances and will be implemented by a written order from the MMS Regional Supervisor for Field Operations (RS-FO), after consultation with the appropriate command headquarters or other appropriate military agency, or higher authority. The appropriate command headquarters, military agency, or higher authority shall provide information to allow the lessee to assess the degree of risk to, and provide sufficient protection for, lessee's personnel and property. Such suspensions or evacuations for national security reasons will not normally exceed seventy-two (72) hours; however, any such suspension may be extended by order of the RS-FO. During such periods, equipment may remain in place, but all production, if any, shall cease for the duration of the temporary suspension if so directed by the RS-FO. Upon cessation of any temporary suspension, the RS-FO will immediately notify the lessee such suspension has terminated and operations on the leased area can resume.
- B. The lessee shall inform the MMS of the persons/offices to be notified to implement the terms of this stipulation.
- C. The lessee is encouraged to establish and maintain early contact and coordination with the appropriate command headquarters in order to avoid or minimize the effects of conflicts with potentially hazardous military operations.
- D. The lessee shall not be entitled to reimbursement for any costs or expenses associated with the suspension of operations or activities or the evacuation of property or personnel in fulfillment of the military mission in accordance with subsections A through C above.
- E. Notwithstanding subsection D, the lessee reserves the right to seek reimbursement from appropriate parties for the suspension of operations or activities or the evacuation of property or personnel associated with conflicting commercial operations.

Stipulation No. 3 – Coordination

(This stipulation will be included in all leases resulting from this lease sale.)

- A. The placement, location, and planned periods of operation of surface structures on this lease during the exploration stage are subject to approval by the MMS Regional Director (RD) after the review of an operator's exploration plan (EP). Prior to approval of the EP, the lessee shall consult with the appropriate command headquarters regarding the location, density, and the planned periods of operation of such structures, and to maximize exploration while minimizing conflicts with Department of Defense activities. When determined necessary by the appropriate command headquarters, the lessee will enter a formal Operating Agreement with such command headquarters, that delineates the specific requirements and operating parameters for the lessee's final activities in accordance with the military stipulation clauses contained herein. If it is determined that the final operations will result in interference with scheduled military missions in such a manner as to possibly jeopardize the national defense or to pose unacceptable risks to life and property, then the RD may approve the EP with conditions, disapprove it, or require modification in accordance with 30 CFR Part 250. The RD will notify the lessee in writing of the conditions associated with plan approval, or the reason(s) for disapproval or required modifications. Moreover, if there is a serious threat of harm or damage to life or property, or if it is in the interest of national security or defense, pending or approved operations may be suspended in accordance with 30 CFR Part 250. Such a suspension will extend the term of a lease by an amount equal to the length of the suspension, except as provided in 30 CFR 250.169(b). The RD will attempt to minimize such suspensions within the confine of related military requirements. It is recognized that the issuance of a lease conveys the right to the lessee, as provided in section 8(b)(4) of the OCS Lands Act, to engage in exploration, development, and production activities conditioned upon other statutory and regulatory requirements.
- B. The lessee is encouraged to establish and maintain early contact and coordination with the appropriate command headquarters in order to avoid or minimize the effects of conflicts with potentially hazardous military operations.
- C. If national security interests are likely to be in continuing conflict with an existing operating agreement, the RD will direct the lessee to modify any existing operating agreement or to enter into a new operating agreement to implement measures to avoid or minimize the identified potential conflicts, subject to the terms and conditions and obligations of the legal requirements of the lease.

Stipulation No. 4 - Protected Species

(This stipulation will be included in all leases resulting from this lease sale.)

The OCS Lands Act, at 43 U.S.C. 1333, extends the laws of the United States to the subsoil and seabed of the OCS and to all artificial islands, and all installations and other devices erected thereon, for the purpose of exploring for, developing, or producing resources, or transporting such resources. The laws of the United States include the Endangered Species Act and the Marine Mammal Protection Act, which are designed to protect threatened and endangered species and marine mammals. The OCS Lands Act, at 43 U.S.C. 1332, also requires expeditious and orderly development of the OCS, subject to environmental safeguards. The MMS implements those laws in 30 CFR Part 250, Subpart A (250.101, 250.106) and Subpart B, Plans and Information (“implementing regulations”).

In response to these laws and MMS implementing regulations, the lessee and its operators must:

- (a) collect and remove flotsam resulting from activities related to exploration, development, and production of this lease;
- (b) post signs in prominent places on all vessels and platforms used as a result of activities related to exploration, development, and production of this lease detailing the reasons (legal and ecological) why release of debris must be eliminated;
- (c) observe for marine mammals and sea turtles while on vessels, reduce vessel speed to 10 knots or less when assemblages of cetaceans are observed, and maintain a distance of 90 meters or greater from whales, and a distance of 45 meters or greater from small cetaceans and sea turtles;
- (d) employ mandatory mitigation measures prescribed by MMS or National Oceanic and Atmospheric Administration for all seismic surveys including the use of an “exclusion zone” based upon the appropriate water depth, ramp-up and shutdown procedures, visual monitoring, and reporting;
- (e) immediately report all sightings and locations of injured or dead protected species (marine mammals and sea turtles) to the appropriate stranding network. If oil and gas industry activity is responsible for the injured or dead animal (e.g., because of a vessel strike), the responsible parties should remain available to assist the stranding network. If the injury or death was caused by a collision with a lessee’s or operator’s vessel, the lessee or operator must notify MMS within 24 hours of the strike; and
- (f) identify important habitats, including designated critical habitat, used by listed species (e.g., sea turtle nesting beaches, piping plover critical habitat), in oil spill contingency planning and require the strategic placement of spill cleanup equipment to be used only by personnel trained in less-intrusive cleanup techniques on beach and bay shores.

You and all of your operators, personnel, and subcontractors are responsible for carrying out the specific mitigation measures outlined in the most current MMS Notice to Lessees, which interpret requirements in the above-mentioned implementing regulations.