

# Red River Boundary Commission



October 9, 2024



*The* UNIVERSITY of OKLAHOMA®

October 9, 2024

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## M E E T I N G   N O T I C E

October 7, 2024

### Red River Boundary Commission

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SUBJECT: Red River Boundary Commission  
DATE: Wednesday, October 9, 2024  
TIME: 1:00 p.m.  
LOCATION: 5S.2

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#### AGENDA:

1. Approve minutes of June 4, 2024, meeting.
2. Introduction of North Texas Municipal Water District attendees.
3. Introduction of Barton H. "Buzz" Thompson, Jr., as participant via videoconference.
4. Introduction of President Joseph Harroz, Jr. to update Commission on work to date.
5. Present negotiated Agreements between the Red River Boundary Commission and Texas officials for approval.
6. Action Items:
  - a. Approve Agreements negotiated by the University of Oklahoma, on behalf of the Oklahoma Red River Boundary Commission, and Texas officials regarding resetting of the boundary line and appropriate consideration for cooperation.
7. Other business.
8. Public comment.

Members of the committee are listed below:

#### Committee Members:

Governor Kevin Stitt  
*Designee: Paul Buntz*

Speaker Charles McCall

Lt. Governor Matt Pinnell  
*Designee: Kirby Smith*

Pro Tempore Greg Treat  
*Designee: Senator Greg McCortney*

Attorney General Gentner Drummond  
*Designee: Trebor Worthen*

74-6110. Red River Boundary Commission. A. A Red River Boundary Commission is hereby re-created. B. The Commission shall consist of the following persons: 1. The Governor or his or her designee; 2. The Lieutenant Governor or his or her

designee; 3. The Attorney General or his or her designee; 4. The President Pro Tempore of the Oklahoma State Senate or his or her designee; and 5. The Speaker of the Oklahoma House of Representatives or his or her designee.



Title 74. State Government

Oklahoma Statutes Citationized

Title 74. State Government

Chapter 80-A - Red River Boundary Compact and Commission

Section 6110 - Red River Boundary Commission Re-Created

Cite as: 74 O.S. § 6110 (OSCN 2024)

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A. A Red River Boundary Commission is hereby re-created.

B. The Commission shall consist of the following persons:

1. The Governor or his or her designee;
2. The Lieutenant Governor or his or her designee;
3. The Attorney General or his or her designee;
4. The President Pro Tempore of the Oklahoma State Senate or his or her designee; and
5. The Speaker of the Oklahoma House of Representatives or his or her designee.

C. Members of the Commission shall serve without additional compensation, each of whom may from time to time serve by and through a person designated by the member in writing for that purpose. Legislative members shall receive reimbursement from the house in which they serve pursuant to the provisions of Section 456 of Title 74 of the Oklahoma Statutes. Other members of the Commission who are state employees shall receive reimbursement pursuant to the State Travel Reimbursement Act from the funds of their employing agency.

D. Staffing for the Commission shall be provided by the Legislative Service Bureau.

**Historical Data**

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Laws 2021, HB 2296, c. 327, § 1, emerg. eff. April 28, 2021.

**Citationizer<sup>®</sup> Summary of Documents Citing This Document**

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**Cite**      **Name Level**

None Found.

**Citationizer: Table of Authority**

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**Cite**      **Name Level**

None Found.

Title 74. State Government

 Oklahoma Statutes Citationized

 Title 74. State Government

 Chapter 80-A - Red River Boundary Compact and Commission

 Section 6112 - Purpose - Report - Final Report

Cite as: 74 O.S. § 6112 (OSCN 2024)

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A. The Red River Boundary Commission shall confer and act in conjunction with the representatives to be appointed on behalf of the State of Texas for the following purposes:

1. To evaluate the methods, surveys, historical maps, and other information used to establish the boundary line between this state and the State of Texas in the Texoma Area, as such area is defined in the Texoma Area Boundary Agreement;
2. To determine the location of the south bank of the Red River as the bank was located and marked by the United States Army Corps of Engineers before the beginning of construction of Lake Texoma, in accordance with subsection C of Article II of Section 6106 of Title 74 of the Oklahoma Statutes;
3. To redraw the boundary line between this state and the State of Texas on any real property for which the United States Army Corps of Engineers granted an easement, prior to August 31, 2000, to at least two districts or authorities created under Section 59 of Article XVI of the Texas Constitution for the construction, operation, and maintenance of a water pipeline and related facilities in the Texoma Area in order to negate any effects the boundary as it is currently drawn has on property interests associated with such easements in the Texoma Area, and to redraw the boundary on such real property so that there is no net loss of property between either state so as to ensure that the redrawn boundary does not increase the political power or influence of either state, in accordance with:
  - a. the Lake Texoma preconstruction survey of the south bank of the Red River prepared by the United States Army Corps of Engineers, or
  - b. other historical records or documentation of the United States Army Corps of Engineers identifying the location of the south bank of the Red River, if the survey described by subparagraph a of this paragraph is unavailable;
4. To hold hearings and conferences in this state and in the State of Texas as necessary to accomplish the purposes of this act; and
5. To take other action, alone or in cooperation with the State of Texas or the United States, necessary to accomplish the purposes of this act.

B. No later than January 15, 2022, the Commission shall report to the Governor, the Lieutenant Governor, the President Pro Tempore of the Senate, the Speaker of the House of Representatives, and appropriate committees of the Legislature the Commission's findings and recommendations concerning joint action by this state and the State of Texas regarding the amendment of the Texoma Area Boundary Agreement to incorporate the boundary between this state and the State of Texas in the Texoma Area as redrawn. No later than July 30, 2025, the Commission shall issue a final report to the Governor, the Lieutenant Governor, the President Pro Tempore of the Senate, the Speaker of the House of Representatives, and appropriate committees of the Legislature.

**Historical Data**

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Laws 2021, HB 2296, c. 327, § 3, emerg. eff. April 28, 2021.

**Citationizer<sup>®</sup> Summary of Documents Citing This Document**

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Cite	Name Level
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None Found.

**Citationizer: Table of Authority**

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Title 74. State Government

Oklahoma Statutes Citationized

Title 74. State Government

Chapter 80-A - Red River Boundary Compact and Commission

Section 6113 - Dissolution of the Commission

Cite as: 74 O.S. § 6113 (OSCN 2024)

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The Red River Boundary Commission shall terminate upon the date mutually agreed upon by a majority of the members of the Commission pursuant to a formal motion for dissolution of the Commission after its business has concluded. The provisions of [Section 3921](#) of Title 74 of the Oklahoma Statutes shall not apply to the Red River Boundary Commission and the Commission may be dissolved only as provided by this section.

**Historical Data**

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Laws 2021, HB 2296, c. 327, § 4, emerg. eff. April 28, 2021.

**Citationizer<sup>®</sup> Summary of Documents Citing This Document**

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Cite	Name	Level
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None Found.

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None Found.



**Title 82. Waters and Water Rights**

**Oklahoma Statutes Citationized**

**Title 82. Waters and Water Rights**

**Chapter 20B - Red River Compact**

**Section 1431 - Approval and Ratification - Text of Compact**

Cite as: O.S. §, \_\_ \_\_

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The following Interstate Compact is hereby approved and ratified.

RED RIVER COMPACT

ARKANSAS-LOUISIANA-OKLAHOMA-TEXAS, 1978

PREAMBLE

The States of Arkansas, Louisiana, Oklahoma, and Texas, pursuant to the acts of their respective Governors or Legislatures, or both, being moved by considerations of interstate comity, have resolved to compact with respect to the water of the Red River and its tributaries. By Act of Congress, Public Law No. 346 (84th Congress, First Session), the consent of the United States has been granted for said states to negotiate and enter into a compact providing for an equitable apportionment of such water; and pursuant to that Act the President has designated the representative of the United States.

Further, the consent of Congress has been given for two or more states to negotiate and enter into agreements relating to water pollution control by the provisions of the Federal Water Pollution Control Act (P.L. 92-500, 33 U.S.C. §§ 1251 et seq.).

The Signatory States acting through their duly authorized Compact Commissioners, after several years of negotiations, have agreed to an equitable apportionment of the water of the Red River and its tributaries and do hereby submit and recommend that this Compact be adopted by the respective Legislatures and approved by Congress as hereinafter set forth:

ARTICLE I

PURPOSES

SECTION 1.01 The principal purposes of this Compact are:

- (a) To promote interstate comity and remove causes of controversy between each of the affected states by governing the use, control and distribution of the interstate water of the Red River and its tributaries;
- (b) To provide an equitable apportionment among the Signatory States of the water of the Red River and its tributaries;
- (c) To promote an active program for the control and alleviation of natural deterioration and pollution of the water of the Red River Basin and to provide for enforcement of the laws related thereto;
- (d) To provide the means for an active program for the conservation of water, protection of lives and property from floods, improvement of water quality, development of navigation and regulation of flows in the Red River Basin; and
- (e) To provide a basis for state or joint state planning and action by ascertaining and identifying each state's share in the interstate water of the Red River Basin and the apportionment thereof.

ARTICLE II

GENERAL PROVISIONS

SECTION 2.01 Each Signatory State may use the water allocated to it by this Compact in any manner deemed beneficial by that state. Each state may freely administer water rights and uses in accordance with the laws of that state, but such uses shall be subject to the availability of water in accordance with the apportionments made by this Compact.



SECTION 2.02 The use of water by the United States in connection with any individual Federal project shall be in accordance with the Act of Congress authorizing the project and the water shall be charged to the state or states receiving the benefit therefrom.

SECTION 2.03 Any Signatory State using the channel of Red River or its tributaries to convey stored water shall be subject to an appropriate reduction in the amount which may be withdrawn at the point of removal to account for transmission losses.

SECTION 2.04 The failure of any state to use any portion of the water allocated to it shall not constitute relinquishment or forfeiture of the right to such use.

SECTION 2.05 Each Signatory State shall have the right to:

(a) Construct conservation storage capacity for the impoundment of water allocated by this Compact;

(b) Replace within the same area any storage capacity recognized or authorized by this Compact made unusable by any cause, including losses due to sediment storage;

(c) Construct reservoir storage capacity for the purposes of flood and sediment control as well as storage of water which is either imported or is to be exported if such storage does not adversely affect the delivery of water apportioned to any other Signatory State; and

(d) Use the bed and banks of the Red River and its tributaries to convey stored water, imported or exported water, and water apportioned according to this Compact.

SECTION 2.06 Signatory States may cooperate to obtain construction of facilities of joint benefits to such states.

SECTION 2.07 Nothing in this Compact shall be deemed to impair or affect the powers, rights, or obligations of the United States, or those claiming under its authority, in, over and to water of the Red River Basin.

SECTION 2.08 Nothing in this Compact shall be construed to include within the water apportioned by this Compact any water consumed in each state by livestock or for domestic purposes; provided, however, the storage of such water is in accordance with the laws of the respective states but any such impoundment shall not exceed 200 acre-feet, or such smaller quantity as may be provided for by the laws of each state.

SECTION 2.09 In the event any state shall import water into the Red River Basin from any other river basin, the Signatory State making the importation shall have the use of such imported water.

SECTION 2.10 Nothing in this Compact shall be deemed to:

(a) Interfere with or impair the right or power of any Signatory State to regulate within its boundaries the appropriation, use, and control of water, or quality of water, not inconsistent with its obligations under this Compact;

(b) Repeal or prevent the enactment of any legislation or the enforcement of any requirement by any Signatory State imposing any additional conditions or restrictions to further lessen or prevent the pollution or natural deterioration of water within its jurisdiction; provided nothing contained in this paragraph shall alter any provisions of this Compact dealing with the apportionment of water or the rights thereto; or

(c) Waive any state's immunity under the Eleventh Amendment of the Constitution of the United States, or as constituting the consent of any state to be sued by its own citizens.

SECTION 2.11 Accounting for apportionment purposes on interstate streams shall not be mandatory under the terms of the Compact until one or more affected states deem the accounting necessary.

SECTION 2.12 For the purposes of apportionment of the water among the Signatory States, the Red River is hereby divided into the following major subdivisions:

(a) Reach I - the Red River and tributaries from the New Mexico-Texas state boundary to Denison Dam;

(b) Reach II - the Red River from Denison Dam to the point where it crosses the Arkansas-Louisiana state boundary and all tributaries which contribute to the flow of the River within this reach;

(c) Reach III - the tributaries west of the Red River which cross the Texas-Louisiana state boundary, the Arkansas-Louisiana state boundary, and those which cross both the Texas-Arkansas state boundary and the Arkansas-Louisiana state boundary;

(d) Reach IV - the tributaries east of the Red River in Arkansas which cross the Arkansas-Louisiana state boundary; and

(e) Reach V - that portion of the Red River and tributaries in Louisiana not included in Reach III or in Reach IV.

SECTION 2.13 If any part or application of this Compact shall be declared invalid by a court of competent jurisdiction, all other severable provisions and applications of this Compact shall remain in full force and effect.

SECTION 2.14 Subject to the availability of water in accordance with this Compact, nothing in this Compact shall be held or construed to alter, impair, or increase, validate, or prejudice any existing water right or right of water use that is legally recognized on the effective date of this Compact by either statutes or courts of the Signatory State within which it is located.

### ARTICLE III

#### DEFINITIONS

SECTION 3.01 In this Compact:

(a) The States of Arkansas, Louisiana, Oklahoma, and Texas are referred to as "Arkansas", "Louisiana", "Oklahoma", and "Texas", respectively, or individually as "State" or "Signatory State", collectively as "States" or "Signatory States."

(b) The term "Red River" means the stream below the crossing of the Texas-Oklahoma state boundary at longitude 100 degrees west.

(c) The term "Red River Basin" means all of the natural drainage area of the Red River and its tributaries east of the New Mexico-Texas state boundary and above its junction with Atchafalaya and Old Rivers.

(d) The term "water of the Red River Basin" means the water originating in any part of the Red River Basin and flowing to or in the Red River or any of its tributaries.

(e) The term "tributary" means any stream which contributes to the flow of the Red River.

(f) The term "interstate tributary" means a tributary of the Red River, the drainage area of which includes portions of two (2) or more Signatory States.

(g) The term "intrastate tributary" means a tributary of the Red River, the drainage area of which is entirely within a single Signatory State.

(h) The term "Commission" means the agency created by Article IX of this Compact for the administration thereof.

(i) The term "pollution" means the alteration of the physical, chemical, or biological characteristics of water by the acts or instrumentalities of man which create or are likely to result in a material and adverse effect upon human beings, domestic or wild animals, fish and other aquatic life, or adversely affect any other lawful use of such water; provided, that for the purposes of this Compact, "pollution" shall not mean or include "natural deterioration."

(j) The term "natural deterioration" means the material reduction in the quality of water resulting from the leaching of solubles from the soils and rocks through or over which the water flows naturally.

(k) The term "designated water" means water released from storage, paid for by non-Federal interests, for delivery to a specific point of use or diversion.

(l) The term "undesignated water" means all water released from storage other than "designated water."

(m) The term "conservation storage capacity" means that portion of the active capacity of reservoirs available for the storage of water for subsequent beneficial use, and it excludes any portion of the capacity of reservoirs allocated solely to flood control and sediment control, or either of them.

(n) The term "runoff" means both the portion of precipitation which runs off the surface of a drainage area and that portion of the precipitation that enters the streams after passing through the portions of the earth.

ARTICLE IV

APPORTIONMENT OF WATER - REACH I

OKLAHOMA - TEXAS

Subdivision of Reach I and apportionment of water therein.

Reach I of the Red River is divided into topographical subbasins, with the water therein allocated as follows:

SECTION 4.01 Subbasin 1- Interstate streams - Texas.

(a) This includes the Texas portion of Buck Creek, Sand (Lebos) Creek, Salt Fork Red River, Elm Creek, North Fork Red River, Sweetwater Creek, and Washita River, together with all their tributaries in Texas which lie west of the 100th Meridian.

(b) The annual flow within this subbasin is hereby apportioned sixty percent (60%) to Texas and forty percent (40%) to Oklahoma.

SECTION 4.02 Subbasin 2 - Intrastate and interstate streams - Oklahoma.

(a) This subbasin is composed of all tributaries of the Red River in Oklahoma and portions thereof upstream to the Texas-Oklahoma state boundary at longitude one hundred degrees west, beginning from Denison Dam and upstream to and including Buck Creek.

(b) The State of Oklahoma shall have free and unrestricted use of the water of this subbasin.

SECTION 4.03 Subbasin 3 - Intrastate streams - Texas.

(a) This includes the tributaries of the Red River in Texas, beginning from Denison Dam and upstream to and including Prairie Dog Town Fork Red River.

(b) The State of Texas shall have free and unrestricted use of the water in this subbasin.

SECTION 4.04 Subbasin 4 - Main stem of the Red River and Lake Texoma.

(a) This subbasin includes all of Lake Texoma and the Red River beginning at Denison Dam and continuing upstream to the Texas-Oklahoma state boundary at longitude one hundred degrees west.

(b) The storage of Lake Texoma and flow from the main stem of the Red River into Lake Texoma is apportioned as follows:

(1) Oklahoma 200,000 acre-feet and Texas 200,000 acre-feet, which quantities shall include existing allocations and uses; and (2) Additional quantities in a ratio of fifty percent (50%) to Oklahoma and fifty percent (50%) to Texas. SECTION 4.05 Special Provisions.

(a) Texas and Oklahoma may construct, jointly or in cooperation with the United States, storage or other facilities for the conservation and use of water; provided that any facilities constructed on the Red River boundary between the two states shall not be inconsistent with the Federal legislation authorizing Denison Dam and Reservoir project.

(b) Texas shall not accept for filing, or grant a permit, for the construction of a dam to impound water solely for irrigation, flood control, soil conservation, mining and recovery of minerals, hydroelectric power, navigation, recreation and pleasure, or for any other purpose other than for domestic, municipal, and industrial water supply, on the main stem of the North Fork Red River or any of its tributaries within Texas above Lugert-Altus Reservoir until the date that imported water sufficient to meet the municipal and irrigation needs of Western Oklahoma is provided, or until January 1, 2000, whichever occurs first.

ARTICLE V

APPORTIONMENT OF WATER - REACH II

ARKANSAS, OKLAHOMA, TEXAS AND LOUISIANA

Subdivision of Reach II and allocation of water therein. Reach II of the Red River is divided into topographic subbasins, and the water therein is allocated as follows:

SECTION 5.01 Subbasin 1 - Intrastate streams - Oklahoma.

(a) This subbasin includes those streams and their tributaries above existing, authorized or proposed last downstream major damsites, wholly in Oklahoma and flowing into Red River below Denison Dam and above the Oklahoma-Arkansas state boundary. These streams and their tributaries with existing, authorized or proposed last downstream major damsites are as follows: Location Stream Site Ac-ft Latitude Longitude Island-Bayou Albany 85,200 33 51.5'N 96 11.4'W Blue River Durant 147,000 33 55.5'N 96 04.2'W Boggy River Boswell 1,243,800 34 01.6'N 95 45.0'W Kiamichi River Hugo 240,700 34 01.0'N 95 22.6'W

(b) Oklahoma is apportioned the water of this subbasin and shall have unrestricted use thereof.

#### SECTION 5.02 Subbasin 2 - Intrastate streams - Texas.

(a) This subbasin includes those streams and their tributaries above existing authorized or proposed last downstream major damsites, wholly in Texas and flowing into Red River below Denison Dam and above the Texas-Arkansas state boundary. These streams and their tributaries with existing, authorized or proposed last downstream major damsites are as follows: Location Stream Site Ac-ft Latitude Longitude Shawnee Creek Randall Lake 5,400 33 48.1'N 96 34.8'W Brushy Creek Valley Lake 15,000 33 38.7'N 96 21.5'W New Bonham Bois d'Arc Creek Reservoir 130,600 33 42.9'N 95 58.2'W Coffee Mill Coffee Mill Creek Lake 8,000 33 44.1'N 95 58.0'W Sandy Creek Lake Crockett 3,900 33 44.5'N 95 55.5'W Sanders Creek Pat Mayse 124,500 33 51.2'N 95 32.9'W Pine Creek Lake Crook 11,011 33 43.7'N 95 34.0'W Big Pine Creek Big Pine Lake 138,600 33 52.0'N 95 11.7'W Pecan Bayou Pecan Bayou 625,000 33 41.1'N 94 58.7'W Mud Creek Liberty Hill 97,700 33 33.0'N 94 29.3'W KVV Ranch Mud Creek Lakes (3) 3,440 33 34.8'N 94 27.3'W

(b) Texas is apportioned the water of this subbasin and shall have unrestricted use thereof.

#### SECTION 5.03 Subbasin 3 - Interstate Streams - Oklahoma and Arkansas.

(a) This subbasin includes Little River and its tributaries above Millwood Dam.

(b) The States of Oklahoma and Arkansas shall have free and unrestricted use of the water of this subbasin within their respective states, subject, however, to the limitation that Oklahoma shall allow a quantity of water equal to forty percent (40%) of the total runoff originating below the following existing, authorized or proposed last downstream major damsites in Oklahoma to flow into Arkansas: Location Stream Site Ac-ft Latitude Longitude Little River Pine Creek 70,500 34 06.8'N 95 04.9'W Glover Creek Lukfata 258,600 34 08.5'N 94 55.4'W Mountain Fork River Broken Bow 470,100 34 08.9'N 94 41.2'W

(c) Accounting will be on an annual basis unless otherwise deemed necessary by the States of Arkansas and Oklahoma.

#### SECTION 5.04 Subbasin 4 - Interstate streams - Texas and Arkansas.

(a) This subbasin shall consist of those streams and their tributaries above existing, authorized or proposed last downstream major damsites, originating in Texas and crossing the Texas-Arkansas state boundary before flowing into the Red River in Arkansas. These streams and their tributaries with existing, authorized or proposed last downstream major damsites are as follows: Location Stream Site Ac-ft Latitude Longitude McKinney Bayou Trib. Bringle Lake 3,052 33 30.6'N 94 06.2'W Barkman Barkman Creek Reservoir 15,900 33 29.7'N 94 10.3'W Sulphur River Texarkana 386,900 33 18.3'N 94 09.6'W

(b) The State of Texas shall have the free and unrestricted use of the water of this subbasin.

#### SECTION 5.05 Subbasin 5 - Main stem of the Red River and tributaries.

(a) This subbasin includes that portion of the Red River, together with its tributaries, from Denison Dam down to the Arkansas-Louisiana state boundary, excluding all tributaries included in the other four subbasins of Reach II.

(b) Water within this subbasin is allocated as follows:

(1) The Signatory States shall have equal rights to the use of runoff originating in subbasin 5 and undesignated water flowing into subbasin 5, so long as the flow of the Red River at the Arkansas-Louisiana state boundary is 3,000 cubic feet per second or more, provided no state is entitled to more than twenty-five percent (25%) of the water in excess of 3,000 cubic feet per second.

(2) Whenever the flow of the Red River at the Arkansas-Louisiana state boundary is less than 3,000 cubic feet per second, but more than 1,000 cubic feet per second, the States of Arkansas, Oklahoma, and Texas shall allow to flow into the Red River for delivery to the State of Louisiana a quantity of water equal to forty percent (40%) of the total weekly runoff originating in subbasin 5 and forty percent

(40%) of undesignated water flowing into subbasin 5; provided, however, that this requirement shall not be interpreted to require any state to release stored water.

(3) Whenever the flow of the Red River at the Arkansas-Louisiana state boundary falls below 1,000 cubic feet per second, the States of Arkansas, Oklahoma, and Texas shall allow a quantity of water equal to all the weekly runoff originating in subbasin 5 and all undesignated water flowing into subbasin 5 within their respective states to flow into the Red River as required to maintain a 1,000 cubic foot per second flow at the Arkansas-Louisiana state boundary.

(c) Whenever the flow at Index, Arkansas, is less than 526 cfs, the States of Oklahoma and Texas shall each allow a quantity of water equal to forty percent (40%) of the total weekly runoff originating in subbasin 5 within their respective states to flow into the Red River; provided however, this provision shall be invoked only at the request of Arkansas, only after Arkansas has ceased all diversions from the Red River itself in Arkansas above Index, and only if the provisions of subsections 5.05 (b) (2) and (3) have not caused a limitation of diversions in subbasin 5.

(d) No state guarantees to maintain a minimum low flow to a downstream state.

#### SECTION 5.06 Special Provisions.

(a) Reservoirs within the limits of Reach II, subbasin 5, with a conservation storage capacity of 1,000 acre-feet or less in existence or authorized on the date of the Compact pursuant to the rights and privileges granted by a Signatory State authorizing such reservoirs, shall be exempt from the provisions of Section 5.05; provided, if any right to store water in, or use water from, an existing exempt reservoir expires or is cancelled after the effective date of the Compact the exemption for such rights provided by this section shall be lost.

(b) A Signatory State may authorize a change in the purpose or place of use of water from a reservoir exempted by subparagraph (a) of this section without losing that exemption, if the quantity of authorized use and storage is not increased.

(c) Additionally, exemptions from the provisions of Section 5.05 shall not apply to direct diversions from Red River to off-channel reservoirs or lands.

### ARTICLE VI

#### APPORTIONMENT OF WATER - REACH III

##### ARKANSAS, LOUISIANA, AND TEXAS

Subdivision of Reach III and allocation of water therein. Reach III of the Red River is divided into topographic subbasins, and the water therein allocated, as follows:

#### SECTION 6.01 Subbasin 1 - Interstate streams - Arkansas and Texas.

(a) This subbasin includes the Texas portion of those streams crossing the Arkansas-Texas state boundary one or more times and flowing through Arkansas into Cypress Creek-Twelve Mile Bayou watershed in Louisiana.

(b) Texas is apportioned sixty percent (60%) of the runoff of this subbasin and shall have unrestricted use thereof; Arkansas is entitled to forty percent (40%) of the runoff of this subbasin.

#### SECTION 6.02 Subbasin 2 - Interstate streams - Arkansas and Louisiana.

(a) This subbasin includes the Arkansas portion of those streams flowing from subbasin 1 into Arkansas, as well as other streams in Arkansas which cross the Arkansas-Louisiana state boundary one or more times and flow into Cypress Creek-Twelve Mile Bayou watershed in Louisiana.

(b) Arkansas is apportioned sixty percent (60%) of the runoff of this subbasin and shall have unrestricted use thereof; Louisiana is entitled to forty percent (40%) of the runoff of this subbasin.

#### SECTION 6.03 Subbasin 3 - Interstate streams - Texas and Louisiana.

(a) This subbasin includes the Texas portion of all tributaries crossing the Texas-Louisiana state boundary one or more times and flowing into Caddo Lake, Cypress Creek-Twelve Mile Bayou or Cross Lake, as well as the Louisiana portion of such tributaries.

(b) Texas and Louisiana within their respective boundaries shall each have the unrestricted use of the water of this subbasin subject to the following allocation:

(1) Texas shall have the unrestricted right to all water above Marshall, Lake O' the Pines, and Black Cypress damsites; however, Texas shall not cause runoff to be depleted to a quantity less than that which would have occurred with the full operation of Franklin County, Titus County, Ellison Creek, Johnson Creek, Lake O' the Pines, Marshall, and Black Cypress Reservoirs constructed, and those other impoundments and diversions existing on the effective date of this Compact. Any depletions of runoff in excess of the depletions described above shall be charged against Texas' apportionment of the water in Caddo Reservoir.

(2) Texas and Louisiana shall each have the unrestricted right to use fifty percent (50%) of the conservation storage capacity in the present Caddo Lake for the impoundment of water for state use, subject to the provision that supplies for existing uses of water from Caddo Lake, on date of Compact, are not reduced.

(3) Texas and Louisiana shall each have the unrestricted right to fifty percent (50%) of the conservation storage capacity of any future enlargement of Caddo Lake, provided, the two states may negotiate for the release of each state's share of the storage space on terms mutually agreed upon by the two states after the effective date of this Compact.

(4) Inflow to Caddo Lake from its drainage area downstream from Marshall, Lake O' the Pines, and Black Cypress damsites and downstream from other last downstream dams in existence on the date of the signing of the Compact document by the Compact Commissioners, will be allowed to continue flowing into Caddo Lake except that any man-made depletions to this inflow by Texas will be subtracted from the Texas share of the water in Caddo Lake.

(c) In regard to the water of interstate streams which do not contribute to the inflow to Cross Lake or Caddo Lake, Texas shall have the unrestricted right to divert and use this water on the basis of a division of runoff above the state boundary of sixty percent (60%) to Texas and forty percent (40%) to Louisiana.

(d) Texas and Louisiana will not construct improvements on the Cross Lake Watershed in either state that will affect the yield of Cross Lake; provided, however, this subsection shall be subject to the provisions of Section 2.08.

#### SECTION 6.04 Subbasin 4 - Intrastate streams - Louisiana.

(a) This subbasin includes that area of Louisiana in Reach III not included within any other subbasin.

(b) Louisiana shall have free and unrestricted use of the water of this subbasin.

### ARTICLE VII

#### APPORTIONMENT OF WATER - REACH IV ARKANSAS AND LOUISIANA

Subdivision of Reach IV and allocation of water therein. Reach IV of the Red River is divided into topographic subbasins, and the water therein allocated as follows:

#### SECTION 7.01 Subbasin 1 - Intrastate streams - Arkansas.

(a) This subbasin includes those streams and their tributaries above last downstream major damsites originating in Arkansas and crossing the Arkansas-Louisiana state boundary before flowing into the Red River in Louisiana. Those major last downstream damsites are as follows: Location Stream Site Ac-ft Latitude Longitude Lake Ouachita River Catherine 19,000 34 26.6'N 93 01.6'W Caddo River DeGray Lake 1,377,000 34 13.2'N 93 06.6'W Little Missouri River Lake Greeson 600,000 34 08.9'N 93 42.9'W Alum Fork, Saline River Lake Winona 63,264 32 47.8'N 92 51.0'W

(b) Arkansas is apportioned the waters of this subbasin and shall have unrestricted use thereof.

#### SECTION 7.02 Subbasin 2 - Interstate Streams - Arkansas and Louisiana.

(a) This subbasin shall consist of Reach IV less subbasin 1 as defined in Section 7.01 (a) above.

(b) The State of Arkansas shall have free and unrestricted use of the water of this reach subject to the limitation that Arkansas shall allow a quantity of water equal to forty percent (40%) of the weekly runoff originating below or flowing from the last downstream major damsite to flow into Louisiana. Where there are no designated last downstream damsites, Arkansas shall allow a quantity of water

equal to forty percent (40%) of the total weekly runoff originating above the state boundary to flow into Louisiana. Use of water in this subbasin is subject to low flow provisions of subparagraph 7.03 (b).

#### SECTION 7.03 Special Provisions.

(a) Arkansas may use the beds and banks of segments of Reach IV for the purpose of conveying its share of water to designated downstream diversions.

(b) The State of Arkansas does not guarantee to maintain a minimum low flow for Louisiana in Reach IV. However, on the following streams when the use of water in Arkansas reduces the flow at the Arkansas-Louisiana state boundary to the following amounts:

(1) Ouachita - 780 cfs

(2) Bayou Bartholomew - 80 cfs

(3) Boeuf River - 40 cfs

(4) Bayou Macon - 40 cfs the State of Arkansas pledges to take affirmative steps to regulate the diversions of runoff originating or flowing into Reach IV in such a manner as to permit an equitable apportionment of the runoff as set out herein to flow into the State of Louisiana. In its control and regulation of the water of Reach IV any adjudication or order rendered by the State of Arkansas or any of its instrumentalities or agencies affecting the terms of this Compact shall not be effective against the State of Louisiana nor any of its citizens or inhabitants until approved by the Commission.

### ARTICLE VIII

#### APPORTIONMENT OF WATER - REACH V

SECTION 8.01 Reach V of the Red River consists of the main stem Red River and all of its tributaries lying wholly within the State of Louisiana. The State of Louisiana shall have free and unrestricted use of the water of this subbasin.

### ARTICLE IX

#### ADMINISTRATION OF THE COMPACT

SECTION 9.01 There is hereby created an interstate administrative agency to be known as the "Red River Compact Commission", hereinafter called the "Commission". The Commission shall be composed of two representatives from each Signatory State who shall be designated or appointed in accordance with the laws of each state, and one Commissioner representing the United States, who shall be appointed by the President. The Federal Commissioner shall be the Chairman of the Commission but shall not have the right to vote. The failure of the President to appoint a Federal Commissioner will not prevent the operation or effect of this Compact, and the eight representatives from the Signatory States will elect a Chairman for the Commission.

SECTION 9.02 The Commission shall meet and organize within sixty (60) days after the effective date of this Compact. Thereafter, meetings shall be held at such times and places as the Commission shall decide.

SECTION 9.03 Each of the two Commissioners from each state shall have one vote; provided, however, that if only one representative from a state attends he is authorized to vote on behalf of the absent Commissioner from that state. Representatives from three states shall constitute a quorum. Any action concerned with administration of this Compact or any action requiring compliance with specific terms of this Compact shall require six concurring votes. If a proposed action of the Commission affects existing water rights in a state, and that action is not expressly provided for in this Compact, eight concurring votes shall be required.

SECTION 9.04 (a) The salaries and personal expenses of each state's representative shall be paid by the government that it represents, and the salaries and personal expenses of the Federal Commissioner will be paid for by the United States.

(b) The Commission's expenses for any additional stream flow gauging stations shall be equitably apportioned among the states involved in the reach in which the stream flow gauging stations are located.

(c) All other expenses incurred by the Commission shall be borne equally by the Signatory States and shall be paid by the Commission out of the "Red River Compact Commission Fund". Such fund shall be initiated and maintained by equal payments of each state into the fund. Disbursement shall be made from the fund in such manner as may be authorized by the Commission. Such fund shall not be

subject to audit and accounting procedures of the state; however, all receipts and disbursements of the fund by the Commission shall be audited by a qualified independent public accountant at regular intervals, and the report of such audits shall be included in and become a part of the annual report of the Commission. Each state shall have the right to make its own audit of the accounts of the Commission at any reasonable time.

## ARTICLE X

### POWERS AND DUTIES OF THE COMMISSION

SECTION 10.01 The Commission shall have the power to:

- (a) Adopt rules and regulations governing its operation and enforcement of the terms of the Compact;
- (b) Establish and maintain an office for the conduct of its affairs and, if desirable, from time to time, change its location;
- (c) Employ or contract with such engineering, legal, clerical and other personnel as it may determine necessary for the exercise of its functions under this Compact without regard to the Civil Service Laws of any Signatory State; provided that such employees shall be paid by and be responsible to the Commission and shall not be considered employees of any Signatory State;
- (d) Acquire, use and dispose of such real and personal property as it may consider necessary;
- (e) Enter into contracts with appropriate state or Federal agencies for the collection, correlation and presentation of factual data, for the maintenance of records and for the preparation of reports;
- (f) Secure from the head of any department or agency of the Federal or state government such information as it may need or deem to be useful for carrying out its functions and as may be available to or procurable by the department or agency to which the request is addressed; provided such information is not privileged and the department or agency is not precluded by law from releasing same.
- (g) Make findings, recommendations or reports in connection with carrying out the purposes of this Compact, including, but not limited to, a finding that a Signatory State is or is not in violation of any of the provisions of this Compact. The Commission is authorized to make such investigations and studies, and to hold such hearings as it may deem necessary for said purposes. It is authorized to make and file official certified copies of any of its findings, recommendations or reports with such officers or agencies of any Signatory State, or the United States, as may have any interest in or jurisdiction over the subject matter. The making of findings, recommendations, or reports by the Commission shall not be a condition precedent to the instituting or maintaining of any action or proceeding of any kind by a Signatory State in any court or tribunal, or before any agency or officer, for the protection of any right under this Compact or for the enforcement of any of its provisions; and
- (h) Print or otherwise reproduce and distribute its proceedings and reports.

SECTION 10.02 The Commission shall:

- (a) Cause to be established, maintained, and operated such stream, reservoir and other gauging stations as are necessary for the proper administration of the Compact;
- (b) Cause to be collected, analyzed and reported such information on stream flows, water quality, water storage and such other data as are necessary for the proper administration of the Compact;
- (c) Perform all other functions required of it by the Compact and do all things necessary, proper and convenient in the performance of its duties thereunder;
- (d) Prepare and submit to the Governor of each of the Signatory States a budget covering the anticipated expenses of the Commission for the following fiscal biennium;
- (e) Prepare and submit an annual report to the Governor of each Signatory State and to the President of the United States covering the activities of the Commission for the preceding fiscal year, together with an accounting of all funds received and expended by it in the conduct of its work;
- (f) Make available to the Governor or to any official agency of a Signatory State or to any authorized representative of the United States, upon request, any information within its possession;



(g) Not incur any obligation in excess of the unencumbered balance of its funds, nor pledge the credit of any of the Signatory States; and

(h) Make available to a Signatory State or the United States in any action arising under this Compact, without subpoena, the testimony of any officer or employee of the Commission having knowledge of any relevant facts.

## ARTICLE XI

### POLLUTION

SECTION 11.01 The Signatory States recognize that the increase in population and the growth of industrial, agricultural, mining and other activities combined with natural pollution sources may lead to a diminution of the quality of water in the Red River Basin which may render the water harmful or injurious to the health and welfare of the people and impair the usefulness or public enjoyment of the water for beneficial purposes, thereby resulting in adverse social, economic, and environmental impacts.

SECTION 11.02 Although affirming the primary duty and responsibility of each Signatory State to take appropriate action under its own laws to prevent, diminish, and regulate all pollution sources within its boundaries which adversely affect the water of the Red River Basin, the states recognize that the control and abatement of the naturally-occurring salinity sources as well as, under certain circumstances, the maintenance and enhancement of the quality of water in the Red River Basin may require the cooperative action of all states.

SECTION 11.03 The Signatory States agree to cooperate with agencies of the United States to devise and effectuate means of alleviating the natural deterioration of the water of the Red River Basin.

SECTION 11.04 The Commission shall have the power to cooperate with the United States, the Signatory States and other entities in programs for abating and controlling pollution and natural deterioration of the water of the Red River Basin, and to recommend reasonable water quality objectives to the states.

SECTION 11.05 Each Signatory State agrees to maintain current records of waste discharges into the Red River Basin and the type and quality of such discharges, which records shall be furnished to the Commission upon request.

SECTION 11.06 Upon receipt of a complaint from the Governor of a Signatory State that the interstate water of the Red River Basin in which it has an interest are being materially and adversely affected by pollution and that the state in which the pollution originates has failed after reasonable notice to take appropriate abatement measures, the Commission shall make such findings as are appropriate and thereafter provide such findings to the Governor of the state in which such pollution originates and request appropriate corrective action. The Commission, however, shall not take any action with respect to pollution which adversely affects only the state in which such pollution originates.

SECTION 11.07 In addition to its other powers set forth under this Article, the Commission shall have the authority, upon receipt of six concurring votes, to utilize applicable Federal statutes to institute legal action in its own name against the person or entity responsible for interstate pollution problems; provided, however, sixty (60) days before initiating legal action the Commission shall notify the Governor of the state in which the pollution source is located to allow that state an opportunity to initiate action in its own name.

SECTION 11.08 Without prejudice to any other remedy available to the Commission, or any Signatory State, any state which is materially and adversely affected by the pollution of the water of the Red River Basin by pollution originating in another Signatory State may institute a suit against any individual, corporation, partnership, or association, or against any Signatory State or political or governmental subdivision thereof, or against any officer, agency, department, bureau, district or instrumentality of or in any Signatory State contributing to such pollution in accordance with applicable Federal statutes. Nothing herein shall be construed as depriving any person of any rights of action relating to pollution which such person would have if this Compact had not been made.

## ARTICLE XII

### TERMINATION AND AMENDMENT OF COMPACT

SECTION 12.01 This Compact may be terminated at any time by appropriate action of the Legislatures of all of the four Signatory States. In the event of such termination, all rights established under it shall continue unimpaired.

SECTION 12.02 This Compact may be amended at any time by appropriate action of the Legislatures of all Signatory States that are affected by such amendment. The consent of the United States Congress must be obtained before any such amendment is effective.

## ARTICLE XIII

### RATIFICATION AND EFFECTIVE DATE OF COMPACT

SECTION 13.01 Notice of ratification of this Compact by the Legislature of each Signatory State shall be given by the Governor thereof to the Governors of each of the other Signatory States and to the President of the United States. The President is hereby requested to give notice to the Governors of each of the Signatory States of the consent to this Compact by the Congress of the United States.

SECTION 13.02 This Compact shall become effective, binding and obligatory when, and only when:

(a) It has been duly ratified by each of the Signatory States; and

(b) It has been consented to by an Act of the Congress of the United States, which Act provides that: Any other statute of the United States to the contrary notwithstanding, in any case or controversy:

i. which involves the construction or application of this Compact;

ii. in which one or more of the Signatory States to this Compact is a plaintiff or plaintiffs; and

iii. which is within the judicial power of the United States as set forth in the Constitution of the United States; and without any requirement, limitation or regard as to the sum or value of the matter in controversy, or of the place of residence or citizenship of, or of the nature, character or legal status of, any of the other proper parties plaintiff or defendant in such case of controversy:

The consent of Congress is given to name and join the United States as a party defendant or otherwise in any such case or controversy in the Supreme Court of the United States if the United States is an indispensable party thereto.

SECTION 13.03 The United States District Courts shall have original jurisdiction (concurrent with that of the Supreme Court of the United States, and concurrent with that of any other Federal or state court, in matters in which the Supreme Court, or other court has original jurisdiction) of any case or controversy involving the application or construction of this Compact; that said jurisdiction shall include, but not be limited to, suits between Signatory States; and that the venue of such case or controversy may be brought in any judicial district in which the acts complained of (or any portion thereof) occur.

#### ***Historical Data***

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Laws 1979, HB 1388, c. 136, § 1, emerg. eff. May 3, 1979.

#### ***Citationizer® Summary of Documents Citing This Document***

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***Cite***      ***Name Level***

*None Found.*

#### ***Citationizer: Table of Authority***

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***Cite***      ***Name Level***

*None Found.*



**Title 74. State Government**

**Oklahoma Statutes Citationized**

**Title 74. State Government**

**Chapter 80-A - Red River Boundary Compact and Commission**

**Section 6106 - Red River Boundary Compact - Text**

Cite as: O.S. §, \_\_ \_\_

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A. The States of Oklahoma and Texas recognize that:

1. There are actual and potential disputes, controversies, criminal proceedings, and litigation arising, or that may arise, out of the location of the boundary line between the states along the Red River;
2. The south bank of the Red River is the boundary between the states along the Red River;
3. The boundary between the states changes as a result of the natural action of the river and, because of those changes and the nature of the land, the south bank of the river is often not readily or easily identified;
4. While the south bank, at any given time, may be located through expensive and time-consuming survey techniques, such surveys can, at best, identify the south bank only as it exists at the time of the survey;
5. Locating the south bank through survey techniques is of minimal aid when agencies of the party states must locate the state boundary line for law enforcement, administrative and taxation purposes; and
6. The interests of the party states are better served by establishing the boundary between the states through use of a readily identifiable natural landmark than through use of an artificial survey line.

B. It is the principal purpose of the party states in entering into this compact to establish an identifiable boundary between the states of Oklahoma and Texas along the Red River as of the effective date of this compact without changing title of any person or entity, public or private, to land adjacent to the Red River. In addition, this compact serves the compelling purposes of:

1. Creation of a friendly and harmonious interstate relationship;
2. Avoidance of multiple exercise of sovereignty and jurisdiction, including matters of taxation, judicial and police powers, and exercise of administrative authority;
3. Avoidance of lack of exercise of sovereignty and jurisdiction over any lands along the boundary;
4. Avoidance of questions of venue in civil and criminal proceedings that may arise as a result of incidents along the boundary and avoidance or minimization of future disputes and litigation;
5. Promotion of economic and political stability; and
6. Placement of the boundary at a location that can be visually identified or located without the necessity of a current survey and that is close to the historical boundary location.

**ARTICLE II. ESTABLISHMENT OF BOUNDARY**

A. As used in this article:

1. "Vegetation" means trees, shrubs, grasses, and other plant species that substantially cover the ground. Whether the vegetation substantially covers the ground is determined by reference to the density of the coverage of the ground by trees, shrubs, grasses, and other plant species in the area adjacent to the relevant portion of the riverbed; and

2. "Vegetation line" means the visually identifiable continuous line of vegetation that is adjacent to that portion of the riverbed kept practically bare of vegetation by the natural flow of the river and is continuous with the vegetation beyond the riverbed. Stray vegetation, patches of vegetation, or islands of vegetation within the riverbed that do not form such a line are not considered part of the vegetation line. Where the riverbed is entered by the inflow of another watercourse or is otherwise interrupted or disturbed by a man-made event, the line constituting the boundary is an artificial line formed by extending the vegetation line above and below the other watercourse or interrupted or disturbed area to connect and cross the watercourse or area.

B. The permanent political boundary line between the states of Oklahoma and Texas along the Red River is the vegetation line along the south bank of the Red River except for the Texoma area, where the boundary does not change. For purposes of this compact:

1. The Texoma area extends from the east bank of Shawnee Creek (which flows into the Red River from the south approximately one-half (1/2) mile below the Denison Dam) at its mouth to the upper end of the normal pool elevation of Lake Texoma (which is six hundred seventeen (617) feet); and

2. The upper end of the normal pool elevation of Lake Texoma is along the latitude of 33 degrees 54 minutes as it crosses the watercourse at the approximate location of longitude 96 degrees 59 minutes.

C. The party states agree that the existing boundary within the Texoma area begins at the intersection of the vegetation line on the south bank of the Red River with the east bank of Shawnee Creek. From this point, the boundary extends west along the south bank of the Red River. From Shawnee Creek to Denison Dam, this boundary line is within the current channel of the Red River. The boundary line from Shawnee Creek to the Denison Dam may be established using the Lake Texoma Fishing and Boating Map, No. A353, published by "FHS Maps"<sup>TM</sup>, containing acknowledgments for the data source to the United States Geological Survey and the U.S. Army Corps of Engineers, hereinafter referred to as "Reference Map". From the east bank of Shawnee Creek to the base of the Denison Dam, the boundary between the State of Oklahoma and the State of Texas may be the line which is depicted by the Reference Map as an extension of a black dashed line comprised of the following repeating characters ("-...-") east from the body of Lake Texoma across the depiction of the Denison Dam, thence continuing eastward until the line connects to a point at the intersection of the east bank of Shawnee Creek and the south bank of the Red River. Within Lake Texoma, this boundary line follows the south bank of the Red River as the bank was located and marked by the United States Army Corps of Engineers.

D. Within one (1) year after the date the United States Congress consents to this compact, the Commissioner of the General Land Office of Texas and a designated member of the Oklahoma Red River Boundary Commission, as chosen by the Commission, shall:

1. Locate the boundary line within the Texoma area as described by subsection C of this article, using the survey that the United States Army Corps of Engineers prepared in connection with the construction of Lake Texoma and any other surveys, historical maps, or other information that may be available;

2. Prepare a map of the boundary line; and

3. Prepare a document styled "Lake Texoma Area Boundary Agreement", which shall incorporate by reference and have attached as an exhibit a map of the boundary in the Lake Texoma area. Upon agreement, signature and acknowledgment by both persons, the "Lake Texoma Area Boundary Agreement" shall have the legal effect of establishing the boundary within the Lake Texoma area. The "Lake Texoma Area Boundary Agreement", when adopted pursuant to a resolution of the Contingency Review Board acting on behalf of the State of Oklahoma and when adopted pursuant to the applicable requirements of laws of the State of Texas, shall amend the provisions of the Red River Boundary Compact and constitute part of the terms of the Red River Boundary Compact. The governors of the respective party states shall file the "Lake Texoma Area Boundary Agreement" in the state library and archives of each party state and with the Oklahoma Secretary of State.

E. Within one (1) year after the date the "Lake Texoma Area Boundary Agreement" is filed under paragraph 3 of subsection D of this article, there shall be a permanently marked boundary line within the Texoma area as shown on the map constituting the exhibit to the "Lake Texoma Area Boundary Agreement". The boundary line shall be maintained with markers annually, or more frequently if necessary subject to any requirement or restriction of law or resulting from a judgment of a court of competent jurisdiction.

F. The party states may:

1. Agree to equally share the cost of monumenting and maintaining the lines demarking both the boundary within the Texoma area and the upper limit of the normal pool elevation in a manner designed to make the boundary readily identifiable to the using public; or

2. Seek funding from other sources for monumenting and maintaining the lines.

G. Should there be a change in the watercourse of the Red River, the party states recognize the rules of accretion, erosion, and avulsion. The states agree that accretion or erosion may cause a change in the boundary between the states if it causes a change in the vegetation line. With regard to avulsion, the states agree that a change in the course of the Red River caused by an immediately perceivable natural event that changes the vegetation line will change the location of the boundary between the states.

### ARTICLE III. SOVEREIGNTY

On the effective date of this compact, the party states agree that the State of Oklahoma possesses sovereignty over all lands north of the boundary line established by this compact and that the State of Texas possesses sovereignty over all lands south of the boundary line established by this compact. This compact does not change or affect in any manner the sovereign rights of federally recognized Indian tribes over tribal lands on either side of the boundary line established by this compact. Tribal sovereignty rights continue to be established and defined by controlling federal law.

### ARTICLE IV. PENDING LITIGATION

This compact does not affect the jurisdiction of any litigation concerning the title to any of the lands bordering the Red River pending in the courts of either of the party states or the United States as of the effective date of this compact. The states intend that such litigation, if any, continue in the trial and appellate courts of the jurisdiction where pending, until the litigation is finally determined.

### ARTICLE V. PUBLIC RECORDS

A. All public records in either party state concerning any lands the sovereignty over which is changed by this compact are accepted as evidence of record title to such lands, to and including the effective date of this compact, by the courts of the other state and the federal courts.

B. As to lands the sovereignty over which is changed by this compact, the recording officials of the counties of each party state shall accept for filing certified copies of documents of title previously filed in the other state and documents of title using legal descriptions derived from the land descriptions of the other state. The acceptance of a document for filing has no bearing on its legal effect or sufficiency. The legal sufficiency of a document's form, execution, and acknowledgments and the document's ability to convey or otherwise affect title, are determined by the document itself and the real estate laws of the jurisdiction in which the land was located at the time the document was executed or took effect.

### ARTICLE VI. TAXES

A. Except as provided by subsections B and C of this article, the lands the sovereignty over which is changed by this compact are, after the effective date of this compact, subject to taxation only by the state gaining sovereignty over the lands by this compact.

B. Taxes for the year of adoption of this compact for property the jurisdiction over which is changed by this compact may be lawfully imposed only by the state in which the property was located on January 1 of the year of adoption of this compact. The taxes for the year of adoption may be levied and collected by that state or its authorized governmental subdivisions or agencies, and any liens or other rights accrued or accruing, including the right of collection, are fully recognized, except that all liens or other rights arising out of the imposition of those taxes must be claimed or asserted within five (5) years after this compact takes effect or they are barred.

C. The party states recognize that the boundary between the states will change from time to time as a result of the natural actions of accretion, erosion, and avulsion and agree that for years subsequent to the year of adoption of this compact, the state within which lands adjoining the boundary line are located on January 1 of each year has the right to levy and collect taxes for the entire ensuing year.

D. All taxes currently assessed by governmental entities in each party state as to lands that border or cross the boundary line established by this compact are presumed to be correct as to acreage within the particular jurisdiction, absent competent proof to the contrary presented in writing by the property owner or owners to the appropriate taxing agencies. All such proof must be presented to the appropriate taxing agencies before May 1 of the year following the year in which this compact takes effect. In subsequent years it is presumed that the acreage taxed in each jurisdiction for the previous year was correct unless evidence of change is furnished to or obtained by the various taxing agencies under rules and regulations adopted by those taxing agencies.

ARTICLE VII. PROPERTY AND WATER RIGHTS

This compact does not change:

1. The title of any person or entity, public or private, to any of the lands adjacent to the Red River;
2. The rights, including riparian rights, if any, of any person or entity, public or private, that exist as a result of the person's or entity's title to lands adjacent to the Red River; or
3. The boundaries of those lands.

ARTICLE VIII. EFFECTIVE DATE

This compact takes effect when enacted by the states of Oklahoma and Texas and consented to by the United States Congress.

ARTICLE IX. ENFORCEMENT

A. This compact does not limit or prevent either party state from instituting or maintaining any action or proceeding, legal or equitable, in any court having jurisdiction, for the protection of any right under this compact or the enforcement of any of its provisions.

B. This compact is not binding or obligatory on either party state unless and until it has been enacted by both states and consented to by the United States Congress. Notice of enactment of this compact by each state shall be given by the Governor of that state to the Governor of the other state and to the President of the United States. The president is requested to give notice to the governors of the party states of the consent to this compact by the United States Congress.

ARTICLE X. AMENDMENTS

This compact remains in full force and effect unless amended in the same manner as it was created.

**Historical Data**

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Laws 1999, SB 175, c. 316, § 2, emerg. eff. June 4, 1999.

**Citationizer<sup>®</sup> Summary of Documents Citing This Document**

<i>Cite Name</i>	<i>Level</i>
<b>Oklahoma Attorney General's Opinions</b>	
<i>Cite</i>	<i>Name</i>
<i>1999 OK AG 62,</i>	<i>Question Submitted by: The Honorable Robert M. Kerr, State Senator, District 38</i>
	<i>Discussed at Length</i>

**Citationizer: Table of Authority**

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*Cite*      *Name* *Level*

None Found.

**NORTH TEXAS MUNICIPAL WATER DISTRICT**

**RESOLUTION NO. 24-42**

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT ON THE OKLAHOMA-TEXAS BOUNDARY AND NORTH TEXAS MUNICIPAL WATER DISTRICT'S LAKE TEXOMA PUMP STATION**

**WHEREAS**, the North Texas Municipal Water District (NTMWD or the "District") is a conservation and reclamation district created under Article XVI, Section 59, of the Texas Constitution, that supplies water to more than two million people in North Texas, with its water rights in Lake Texoma representing approximately 20 percent of NTMWD's water supply; and

**WHEREAS**, the District has statutory and contractual obligations to plan for and secure adequate water supplies for existing and future member cities and customers; and

**WHEREAS**, to meet the water supply needs of its member and customer cities in accordance with NTMWD's enabling act, NTMWD owns certain water rights in the State of Texas, including rights to divert and use a portion of Texas' Lake Texoma water supplies allocated pursuant to the Red River Compact; and

**WHEREAS**, to access its water rights in Lake Texoma, NTMWD jointly owns and operates the Lake Texoma Pump Station with the Greater Texoma Utility Authority, and has made significant investments in the construction, design, permitting and maintenance of its Lake Texoma Pump Station and associated infrastructure for the diversion and use of its Lake Texoma water supplies; and

**WHEREAS**, at the time of the Pump Station's siting, permitting, construction and completion in 1989, the Pump Station was wholly located within the state of Texas within the United States Army Corps of Engineers (USACE) easement upon which the Pump Station is located being recorded in the public records of Grayson County, Texas; and

**WHEREAS**, the states of Oklahoma and Texas entered into the Red River Boundary Compact ("Boundary Compact") in 1999 to establish a permanent boundary between the two states and the United States Congress granted consent to the Boundary Compact effective August 31, 2000; and

**WHEREAS**, the Boundary Compact provides that the state boundary in the Lake Texoma area shall follow the south bank of the Red River as the bank was located and marked by the USACE before the commencement of the construction of Lake Texoma; and

**WHEREAS**, it has been determined after a review of historical records of the USACE that the boundary established in 2000 was not fully consistent with the requirements set forth in the Texoma Area Boundary Agreement and this discrepancy has resulted in a portion of the Lake Texoma Pump Station to be located within the state of Oklahoma according to the boundary set in 2000; and

**WHEREAS**, because the boundary within the Lake Texoma area was not established in accordance with the terms and conditions of the Boundary Compact, the operation of the Pump Station results in an interstate transport of water and could result in violations of interstate federal laws; and

**WHEREAS**, the states of Oklahoma and Texas reformed their respective state Red River Boundary Commissions to redraw a portion of the state boundary in the Lake Texoma area as intended by the Boundary Compact to ensure the boundary is established in accordance with the USACE Lake Texoma preconstruction survey of the south bank of the Red River, or other historical records or documentation of the USACE identifying the location of the south bank of the Red River if the survey is unavailable; and

**WHEREAS**, the Oklahoma Red River Boundary Commission (OK RRBC) undertook extensive due diligence through the efforts of the University of Oklahoma's Office of General Counsel who engaged and were advised by a team of professionals with legal, engineering, and survey expertise in state boundary, compact, environmental, natural resources, and property law, and that team of experts concluded then informed the OK RRBC that redrawing the boundary line pursuant to the Boundary Compact will not affect land ownership, water rights, or tribal rights; and

**WHEREAS**, in recognition of the benefits derived from redrawing the Oklahoma-Texas state boundary and in consideration of Oklahoma's willingness to accommodate NTMWD and its public constituents in the resolution of this matter, NTMWD has agreed to remit consideration in the sum of \$10,000,000.00 as described in the associated Agreement; and

**WHEREAS**, the OK RRBC has agreed to request that those funds be prioritized for water projects in the state of Oklahoma for final appropriation by the Oklahoma Legislature in its next regular session as described in the associated Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE NORTH TEXAS MUNICIPAL WATER DISTRICT, THAT:**

1. The Executive Director of the District is hereby authorized on behalf of the Board of Directors to finalize negotiations and execute the Agreement and any other documents as are necessary to secure the action of the OK RRBC to accurately state the Oklahoma-Texas boundary in the area surrounding the Lake Texoma Pump Station and return the Pump Station to its original location wholly within the State of Texas; and to remit to the State of Oklahoma an amount not to exceed \$10,000,000 in exchange for this consideration.
2. The Executive Director of the District is hereby authorized to pay an amount not to exceed \$300,000 for the costs associated with the professional services contracted for by the University of Oklahoma on behalf of the OK RRBC, pursuant to the Memorandum of Understanding entered into by the District and the OK RRBC, in addition to previously authorized amounts.



THIS RESOLUTION ADOPTED BY THE NTMWD BOARD OF DIRECTORS IN A REGULAR MEETING ON SEPTEMBER 26, 2024, IN THE ADMINISTRATIVE OFFICES OF THE DISTRICT, WYLIE, TEXAS.

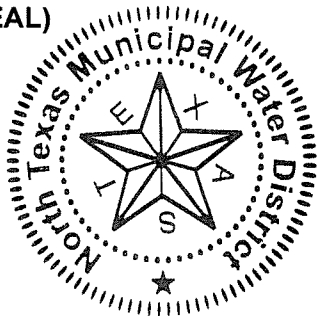


David Hofffield, Vice President



George Crump, President

(SEAL)





# NORTH TEXAS MUNICIPAL WATER DISTRICT

501 E. Brown Street  
Wylie, Texas 75098  
(972) 442-5405

Legislation Text

09/24/2024

File #: 24-6060, Addendum

## Regional Water System

### Agreement on Oklahoma-Texas State Boundary, Texoma Area Boundary and North Texas Municipal Water District's Lake Texoma Pump Station

#### **SUBJECT**

Adopt a resolution authorizing the Executive Director to finalize negotiations and execute an agreement with the Oklahoma Red River Boundary Commission (OK RRBC or the Commission) and authorize the Executive Director to remit consideration to the State of Oklahoma at a not-to-exceed amount set by the Board of Directors.

#### **PURPOSE**

This agreement would reduce risks associated with NTMWD's Lake Texoma water supply by redrawing the Oklahoma-Texas state boundary so that the Lake Texoma Pump Station is physically located wholly within the boundary of the State of Texas. The Commission is tasked with re-drawing the Texas-Oklahoma boundary in the area of the Lake Texoma Pump Station and has completed its review of the issue and is prepared to finalize the boundary change. NTMWD has also entered into a Memorandum of Understanding with the OK RRBC to compensate the contracted experts who reviewed the issue on behalf of the Commission.

#### **RECOMMENDATION**

The Executive Director and NTMWD staff recommend the Board of Directors authorize the Executive Director to execute an agreement as follows:

Party:	Oklahoma Red River Boundary Commission
Scope:	Execution of agreement and funding with the Oklahoma Red River Boundary Commission for the purpose of retaining professional services firms to review the boundary matter on behalf of the Commission
Project:	No. 101-0586-21, Red River Boundary Compact Commission
Amount:	\$10,000,000 and additional professional services up to \$300,000
Committee:	This will be an item on the September 26, 2024, Legislative Committee agenda.

#### **DRIVER(S) FOR THIS PROJECT**

Strategic Objective:	1.4 Reliable and Resilient Systems 3.2 Engaged Members, Customers, and Stakeholders
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<input checked="" type="checkbox"/> Regulatory Compliance	<input type="checkbox"/> Asset Condition
<input type="checkbox"/> Capacity	<input checked="" type="checkbox"/> Redundancy/Resiliency
<input type="checkbox"/> Relocation or External Requests	<input type="checkbox"/> Operational Efficiency
<input type="checkbox"/> Safety	<input type="checkbox"/> Administrative
<input type="checkbox"/> Policy	<input type="checkbox"/> Other

**BACKGROUND**

Texas and Oklahoma entered into the Red River Boundary Compact in 2000. This Compact established the Texas-Oklahoma state boundary as the vegetation line of the south bank of the Red River and directed the joint Red River Boundary Commission to establish the state boundary in Lake Texoma using the United States Army Corps of Engineers’ Lake Texoma pre-construction survey.

At the time the Commission was establishing the boundary in Lake Texoma, the pre-construction survey could not be located, and the Texas General Land Office instead used the indefinite state boundary on United States Geological Survey "quad" maps. State surveyors did not visually inspect the proposed boundary prior to establishing it. This indefinite boundary resulted in a majority of NTMWD’s Lake Texoma Pump Station being located within the State of Oklahoma.

The boundary issue went unnoticed until 2010, when the District attempted to resume pumping from Lake Texoma after zebra mussels, a federally recognized invasive species, were found in 2009. Because the pump station is partially in Oklahoma, the Federal Lacey Act applied and prohibited the transport of water containing invasive species across the state boundary. Pumps remained shut off from 2009 until 2014, while NTMWD sought a legislative exemption to the Lacey Act and built the Texoma to Wylie Water Treatment Plant pipeline.

In 2014, both Governors signed a Memorandum of Agreement recognizing that the pump station could continue to operate, but the agreement does not protect against other federal interstate laws, including the Endangered Species Act, which could again result in the pump station being shut down. Thus, the partial location of the Lake Texoma pump station outside of the recognized boundary of the State of Texas poses a threat to the reliability of operations for this crucial regional water supply. The only permanent and complete solution is to accurately restate the boundary through the action of both the Texas and Oklahoma Red River Boundary Commissions.

In April of 2021, the Oklahoma Legislature re-established the OK RRBC and directed it to redraw the boundary in a very limited area surrounding the Lake Texoma Pump Station. The following actions were taken after the re-established of the commission:

- August 2021 - the Texas Red River Boundary Commission met to review the issue and approved a proposed boundary recommendation to the Oklahoma Commission.
- April 2023 - the OK RRBC met and appointed the President of the University of Oklahoma (OU), Joe Harroz, to undertake a review of the issue on behalf of the Commission.
- October 2023 - the OK RRBC met a second time and agreed to a Memorandum of Understanding

that provided for NTMWD to pay the expenses associated with the retention of contract experts to advise the Commission, including two law firms, an engineering firm and a surveyor. NTMWD's Board of Directors subsequently approved the same MOU in November of 2023.

- June 2024 - the OK RRBC met a third time to receive a report from the contracted experts. That report was in line with NTMWD's counsel's long-standing opinions and recommendations regarding the boundary change. OU was appointed by the OK RRBC to negotiate on its behalf.
- Following that meeting, NTMWD began negotiations with staff from the OU, on behalf of the OK RRBC, to finalize the boundary change.

#### **CURRENT ACTION**

- Negotiations have led to a tentative agreement with the OK RRBC for NTMWD to remit consideration to the State of Oklahoma as compensation for the OK RRBC taking action to resolve the boundary issue and ensure that the Lake Texoma Pump Station is located wholly within the State of Texas.
- Total compensation of \$10,000,000 would be paid to the State's General Fund while encumbering the funds used for water projects as defined in the agreement.
- NTMWD has compensated the contracted professionals reviewing the issue on behalf of OK RRBC and staff requires additional authorization to complete the payment of outstanding invoices.
- NTMWD has partnered with the Greater Texoma Utility Authority (GTUA) in the construction, operation, and maintenance of the pump station since the inception of the facility in 1985. All costs associated with the pump station are shared with GTUA on an 80/20 percentage split. It is the intent of both organizations that the costs associated with this agreement will be similarly split in accordance with our current cost-share agreement.

#### **FUNDING**

Funding of \$10,300,000 in the Regional Water System Capital Improvement Fund is available for this agreement. NTMWD will invoice GTUA their share of cost after final payments are made.

**AMENDED AND RESTATED**  
**TEXOMA AREA BOUNDARY AGREEMENT**

**WHEREAS**, the State of Texas and the State of Oklahoma have each enacted the Red River Boundary Compact by proper actions of their respective Legislatures and Governors; and

**WHEREAS**, the Compacts enacted in the respective Legislatures of Texas and Oklahoma are substantially the same in both form and content;

**WHEREAS**, the Compacts (hereinafter referred to jointly as “the Compact”) provide that the party states would agree as to the existing boundary within the Texoma Area as defined in the Compact through actions of the Commissioner of the General Land Office of Texas and the Designee Member of the Oklahoma Red River Boundary Commission as approved, if applicable, by Resolution of the Contingency Review Board of the State of Oklahoma;

**WHEREAS**, the State of Texas and the State of Oklahoma entered into the “Texoma Area Boundary Agreement” (the “2000 Agreement”) on July 28, 2000, which defined the boundary within the Texoma Area pursuant to the Compact;

**WHEREAS**, the state boundary alignment established in 2000 resulted in a portion of the Pump Station being located within the state of Oklahoma;

**WHEREAS**, after consulting updated USACE information and a full investigation, both states have determined that it is appropriate under the Compact to re-define the state boundary in this limited area of Lake Texoma as set forth below;

**WHEREAS**, the party states have re-formed their respective Red River Boundary Commissions for the purpose of deciding whether to correct the boundary in the vicinity of the Lake Texoma Pump Station in the Texoma Area;

**WHEREAS**, the party states have now agreed as to the correct boundary within the Texoma Area pursuant to the provisions of the Compact; and

**WHEREAS**, the party states desire to memorialize said agreement by amending and completely restating the terms of the 2000 Agreement, and to supersede and replace the 2000 Agreement in its entirety, as provided herein (the “Amended Agreement”).

**NOW THEREFORE IN CONSIDERATION OF THE ABOVE**, the State of Texas acting by and through Dawn Buckingham, M.D., Commissioner of the General Land Office, and the State of Oklahoma acting through Charles McCall, the Chair of the Oklahoma Red River Boundary Commission, hereby agree as follows:

**I.**

The Texoma Area is defined in the Compact as the area between the east bank of Shawnee Creek which flows into the Red River from the South approximately one-half mile below the Denison Dam at its mouth and the upper end of the normal pool elevation (617 feet above sea level) which the states have agreed is along the latitude of 33 degrees 54 minutes as it crosses the watercourse at the approximate location of longitude, 96 degrees 59 minutes. The permanent political boundary between the State of Texas and State of Oklahoma within the Texoma Area is agreed to be the following:

A) For the area from the upper end of the normal pool elevation to the eastern end of the outfall structure of the flood gates of Lake Texoma that certain line shown as the state boundary on the following maps prepared by the United States Geological Survey and commonly known as the 7.5’ Quad Maps:

<b>Map Name</b>	<b>Map I.D. Number</b>	<b>Map Date</b>
A. Denison Dam, Tex.-Okla.	3396-341	1957-Photo Revised 1973
B. Platter, Okla.-Tex.	3396-344	1982
C. Kingston South, Okla.-Tex.	3396-343	1982
D. Pottsboro, Tex.-Okla.	3396-342	1982
E. Gordonville, Tex.-Okla.	3396-331	1982
F. Dexter, Tex.-Okla.	3396-332	1982
G. Lebanon, Okla.-Tex.	3396-333	1982

B) For the area between the eastern end of the outfall structure of the flood gates of Lake Texoma and the east bank of Shawnee Creek where it enters the Red River, that certain line shown on plat prepared by the General Land Office of the State of Texas and Conservation Commission of the State of Oklahoma attached hereto as Exhibit "B". The party states agree that the line as shown on said plat is within the current channel of the Red River from the outfall structure of the flood gates of Lake Texoma to a point directly north of the intersection of the vegetation line along the south bank of the Red River with the east bank of the Shawnee Creek such that the State of Oklahoma shall have jurisdiction and responsibility for the lands on the north side of the boundary and the State of Texas shall have jurisdiction and responsibility for the lands on the south side of the boundary for the area between the outfall structure of the floodgates of Lake Texoma and a north-south line running through the intersection of the vegetation line along the south bank of the Red River and the east bank of Shawnee Creek.

## II.

Field Notes of the above-described line are attached hereto as Exhibit "A" and "A-1" to this Amended Agreement and are hereby incorporated by reference as if fully set out herein.

**III.**

The maps and plat described in subsections A and B of Article I of this Amended Agreement are hereby adopted as part of the Compact. Copies of the executed Amended Agreement with its Exhibits and the 7.5' Quad Maps attached shall be filed in the State Library and Archives of each party State and with the Oklahoma Secretary of State after which the Amended Agreement and its Exhibits and the 7.5' Quad Maps will become a part of the Compact.

**IV.**

To the extent of any conflict between the depiction of the political boundary on the 7.5' Quad Maps between the State of Oklahoma and State of Texas with the political boundary established pursuant to Exhibit "A", "A-1" or "B", the political boundary established by the Exhibits shall govern and supersede the depiction from the 7.5' Quad Maps.

**V.**

This Amended Agreement is conditioned on the Agreement between the Oklahoma Red River Boundary Commission and the North Texas Municipal Water District, and on the payment of the consideration provided for in Section 2 of that agreement. If the Agreement or payment is invalid for any reason, this Amended Agreement shall be null and void.

EXECUTED by the following duly authorized signatures as one of four originals this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

*[signatures on following pages]*



\_\_\_\_\_  
DAWN BUCKINGHAM, M.D.,  
COMMISSIONER OF THE GENERAL  
LAND OFFICE

THE STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2024,  
by **DAWN BUCKINGHAM, M.D., COMMISSIONER OF THE GENERAL LAND OFFICE**  
in the capacity therein stated.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

\_\_\_\_\_  
CHARLES MCCALL, CHAIR OF THE STATE OF  
THE OKLAHOMA RED RIVER BOUNDARY  
COMMISSION

THE STATE OF OKLAHOMA  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by  
\_\_\_\_\_, **CHARLES MCCALL, CHAIR OF THE STATE  
OF THE OKLAHOMA RED RIVER BOUNDARY COMMISSION** in the capacity therein  
stated.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF OKLAHOMA

**AMENDED AND RESTATED  
TEXOMA AREA BOUNDARY AGREEMENT**

**EXHIBIT "A"**

**BOUNDARY DESCRIPTION  
BETWEEN THE STATES OF  
OKLAHOMA AND TEXAS  
THROUGH TEXOMA AREA**

Being a line described for the boundary between the State of Oklahoma and the State of Texas, through the area described as "the Texoma area" in the Amended and Restated Texoma Area Boundary Agreement to which this boundary description is attached.

BEGINNING at the intersection of the line of 33° 54'00" north latitude with the line of vegetation on the south or right bank of the Red River at the approximate location of 96°59' West longitude; THENCE westerly to the intersection of the line 33° 54'00" north latitude with the line of 96°59' 02" west longitude on the south or right bank of the Red River as said bank existed at the time of initial inundation by the waters of Lake Texoma being point 1 in Exhibit "A-1" hereto; and THENCE down-river with the south bank of the Red River, as said bank is depicted by a line on the several topographic maps prepared by the United States Geological Survey which span Lake Texoma along the boundary between the party states, said line being further identified by the latitude and longitude of said points from point number 1 to point number 326 as described in Exhibit "A-1" hereto the said point 326 being defined by the intersection of the line of 33° 49' 08.1" north latitude with the line of 96° 34' 05.0" west longitude and being the center of the downstream end of the outlet works stilling basin below the dam;

THENCE continuing down-river to point number 327, opposite and north of the intersection of the east or right bank of Shawnee Creek with the south or right bank of the Red River, said point being defined by the intersection of the line of 33° 49' 11.5" north latitude with the line of 96° 33' 20.2" west longitude;

THENCE in a southerly direction to the vegetation line on the south bank of the Red River at its intersection with the east or right bank of Shawnee Creek for the end of this line.

Points 1 to 327 are identified by latitude and longitude in Exhibit "A-1" attached hereto and made a part hereof.

Latitudes and longitudes recited herein or attached hereto are based upon the North American Datum of 1927.

**EXHIBIT "A-1"**  
**BOUNDARY DESCRIPTION BETWEEN THE STATES OF OKLAHOMA AND TEXAS**  
**THROUGH LAKE TEXOMA**

	<b>NORTH LATITUDE</b>	<b>WEST LONGITUDE</b>
	<b>SECTION A:</b>	
1.	33.54.0	96.59.2
2.	33.54.9	96.59.3
3.	33.54.18	96.59.4
4.	33.54.26	96.59.6
5.	33.54.35	96.59.9
6.	33.54.43	96.59.11
7.	33.54.52	96.59.14
8.	33.55.0	96.59.16
9.	33.55.9	96.59.19
10.	33.55.18	96.59.23
11.	33.55.26	96.59.28
12.	33.55.35	96.59.32
13.	33.55.43	96.59.36
14.	33.55.52	96.59.39
15.	33.56.0	96.59.41
16.	33.56.8	96.59.42
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20.	33.56.42	96.59.43
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23.	33.57.7	96.59.26
24.	33.57.16	96.59.14
25.	33.57.19	96.59.2
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253.	33.53.42	96.35.27
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255.	33.53.42	96.35.20
256.	33.53.40	96.35.16
257.	33.53.38	96.35.14
258.	33.53.36	96.35.11
259.	33.53.33	96.35.10
260.	33.53.31	96.35.8
261.	33.53.28	96.35.7
262.	33.53.25	96.35.6
263.	33.53.22	96.35.6
264.	33.53.19	96.35.6



265.	33.53.16	96.35.7
266.	33.53.13	96.35.8
267.	33.53.10	96.35.9
268.	33.53.1	96.35.15
269.	33.52.52	96.35.21
270.	33.52.45	96.35.28
271.	33.52.38	96.35.37
272.	33.52.31	96.35.46
273.	33.52.26	96.35.56
274.	33.52.20	96.36.6
275.	33.52.16	96.36.17
276.	33.52.12	96.36.28
277.	33.52.9	96.36.39
278.	33.52.7	96.36.42
279.	33.52.2	96.36.46
280.	33.51.55	96.36.54
281.	33.51.47	96.37.2
282.	33.51.40	96.37.10
283.	33.51.32	96.37.18
284.	33.51.25	96.37.27
285.	33.51.18	96.37.35
286.	33.51.10	96.37.41
287.	33.51.7	96.37.43
288.	33.51.4	96.37.44
289.	33.51.1	96.37.44
290.	33.50.57.37	96.37.45.21
291.	33.50.51.60	96.37.45.45
292.	33.50.47.57	96.37.44.48
293.	33.50.46.15	96.37.44.10
294.	33.50.44.53	96.37.43.67
295.	33.50.42.49	96.37.42.70
296.	33.50.41.19	96.37.41.59
297.	33.50.40.53	96.37.40.53
298.	33.50.39.96	96.37.37.96
299.	33.50.39	96.37.37
300.	33.50.36	96.37.31
301.	33.50.38	96.37.34
302.	33.50.34	96.37.28
303.	33.50.27	96.37.19
304.	33.50.23	96.37.8
305.	33.50.19	96.36.57
306.	33.50.17	96.36.46
307.	33.50.16	96.36.42
308.	33.50.15	96.36.39
309.	33.50.14	96.36.36

310.	33.50.13	96.36.32
311.	33.50.12	96.36.29
312.	33.50.8	96.36.18
313.	33.50.4	96.36.7
314.	33.50.0	96.35.56
315.	33.49.56	96.35.46
316.	33.49.51	96.35.35
317.	33.49.46	96.35.24
318.	33.49.41	96.35.15
319.	33.49.35	96.35.5
320.	33.49.29	96.34.55
321.	33.49.23	96.34.44
322.	33.49.16	96.34.35
323.	33.49.10	96.34.26
324.	33.49.9	96.34.22
325.	33.49.8	96.34.17
326.	33.49.8.1	96.34.5.0
327.	33.49.11.5	96.33.20.2

**REPRODUCED FROM THE HOLDINGS OF THE TEXAS STATE ARCHIVES**

**AMENDED AND RESTATED  
TEXOMA AREA BOUNDARY AGREEMENT  
EXHIBIT "B"  
PLAT OF DAM AREA**

**Agreement on Oklahoma-Texas State Boundary, Texoma Area Boundary, and  
North Texas Municipal Water District’s Lake Texoma Pump Station**

This Agreement (“Agreement”) is entered into this \_\_\_\_ day of October, 2024 (“Effective Date”), by and between the Oklahoma Red River Boundary Commission (“OK RRBC”), a body corporate and politic and an instrumentality of the state of Oklahoma, and the North Texas Municipal Water District (“NTMWD”), a conservation and reclamation district created under Article 16, Section 59, of the Texas Constitution (each referred to as a “Party,” or collectively, the “Parties”).

W I T N E S S E T H :

WHEREAS, the OK RRBC and NTMWD are authorized to enter into this Agreement pursuant to Title 74, Section 6110 *et seq.* of the Oklahoma Statutes, and Chapter 62, Acts of the 52<sup>nd</sup> Legislature of Texas, 1951 (Article 8280-141, Vernon’s Texas Civil Statutes), respectively, and other applicable laws;

WHEREAS, the states of Oklahoma and Texas, along with Arkansas and Louisiana, are signatories to the Red River Compact that governs the allocation of water among the states within the Red River Basin;

WHEREAS, NTMWD is a conservation and reclamation district and political subdivision of the state of Texas that supplies water to more than two million people in North Texas, with its water rights in Lake Texoma representing approximately 20 percent of NTMWD’s water supply;

WHEREAS, pursuant to Section 4.04 of the Red River Compact, the states of Oklahoma and Texas each are apportioned 200,000 acre-feet of water, and 50 percent allocation of additional quantities, of the storage of Lake Texoma and flow from the mainstem of the Red River into Lake Texoma;

WHEREAS, NTMWD is permitted by the state of Texas to divert and use a portion of Texas’s allocated Lake Texoma water supplies;

WHEREAS, pursuant to Section 4.05 of the Red River Compact, Texas may construct, in cooperation with the United States, facilities for the conservation and use of water in Lake Texoma;

WHEREAS, in 1989, NTMWD and the Greater Texoma Utility Authority (“GTUA”), as agents of Texas, completed construction of the Lake Texoma Pump Station (“Pump Station”) in cooperation with the United States Army Corps of Engineers (“USACE”) in order to divert and use water from Lake Texoma in accordance with Sections 4.04 and 4.05 of the Red River Compact;

WHEREAS, the USACE easement recorded in the public records of Grayson County, Texas, on February 12, 1988, in Volume 1961, Page 169, on which the Pump Station was constructed (“USACE easement”), stated that the easement was wholly located within Grayson County, Texas;

WHEREAS, the states of Oklahoma and Texas entered into the Red River Boundary Compact (“Boundary Compact”) in 1999 to establish a permanent boundary between the two states, and the United States Congress granted consent to the Boundary Compact effective August 31, 2000;

WHEREAS, the Boundary Compact provides that the state boundary in the Lake Texoma area follows the south bank of the Red River as the bank was located and marked by the USACE before the commencement of the construction of Lake Texoma (“USACE Survey”);

WHEREAS, the states of Oklahoma and Texas entered into the Texoma Area Boundary Agreement on July 28, 2000 pursuant to the Boundary Compact;

WHEREAS, the Texoma Area Boundary Agreement explicitly describes the Oklahoma-Texas boundary within the Lake Texoma area by identifying several latitude and longitude points that define the state boundary line;

WHEREAS, the state boundary alignment established in 2000 resulted in a portion of the Pump Station being located within the state of Oklahoma;

WHEREAS, on August 4, 2009, upon being notified of the presence of zebra mussels in Lake Texoma, NTMWD voluntarily ceased the operation of the Pump Station in an attempt to prevent the spread of zebra mussels into the Trinity River Basin in Texas;

WHEREAS, following the discovery of zebra mussels in Lake Texoma, NTMWD and GTUA determined that the latitude and longitude points specified in Exhibit “A-1” of the Texoma Area Boundary Agreement that established the Oklahoma-Texas state boundary within the Lake Texoma area were not, in the immediate vicinity of the Pump Station, the south bank of the Red River as the bank was located and marked by the USACE Survey;

WHEREAS, under the boundary set in the Texoma Area Boundary Agreement, the operation of the Pump Station results in an interstate transport of water potentially containing zebra mussels, in violation of the Lacey Act, and could result in violations of other interstate federal laws;

WHEREAS, pursuant to Public Laws 112-237 and 113-117, NTMWD and GTUA are exempt from the Lacey Act and the Lacey Act Amendments (18 U.S.C. § 42; 16 U.S.C. § 3371 *et seq.*) with respect to any water transfer using only closed conveyance systems from the Pump Station to NTMWD or GTUA water treatment facilities at which all zebra mussels or any other invasive fish, wildlife or plants are extirpated and removed from the water transferred;

WHEREAS, in order to prevent the spread of zebra mussels, NTMWD has constructed a pipeline to transport Lake Texoma water directly to its Wylie water treatment plant where all injurious and invasive species are extirpated, so as to avoid further introduction or propagation of injurious and invasive species;

WHEREAS, the states of Oklahoma and Texas reformed their respective state Red River Boundary Commissions to decide whether to redraw a portion of the state boundary in the Lake Texoma area pursuant to the Boundary Compact to ensure the boundary is established in accordance with the USACE Survey or other historical records or documentation of the USACE identifying the location of the south bank of the Red River if the USACE Survey is unavailable;

WHEREAS, on August 27, 2021, the Texas Red River Boundary Commission (“TX RRBC”) recommended that the states of Oklahoma and Texas, through their respective state Red River Boundary Commissions, enter into an Amended and Restated Texoma Area Boundary Agreement that includes the revised latitude and longitude points for the Oklahoma-Texas state boundary within the area of the Pump Station that are set forth in Exhibit A;

WHEREAS, after an extensive search, the OK RRBC, the TX RRBC, and NTMWD have concluded that the USACE Survey is unavailable;

WHEREAS, the states of Oklahoma and Texas have determined after a review of historical records of the USACE that the best current information supports redrawing the boundary in the limited area of Lake Texoma in the vicinity of the Pump Station as provided in Exhibit A to this Agreement;

WHEREAS, the OK RRBC, the TX RRBC, and NTMWD recognize that the location of the state boundary in the Texoma Area Boundary Agreement may impact NTMWD’s operation and use of the Pump Station and may also cause uncertainty for the states of Oklahoma and Texas regarding the regulation of NTMWD’s Pump Station and its public water supply activities associated therewith;

WHEREAS, the OK RRBC undertook extensive due diligence through the efforts of its Legislative Service Bureau and the University of Oklahoma’s Office of General Counsel, who engaged and were advised by a team of professionals with legal, engineering, and survey expertise in state boundary, compact, environmental, natural resources, and property law, and that the team of experts concluded and informed the OK RRBC that redrawing the boundary line pursuant to the Boundary Compact will not affect land ownership, water rights, or tribal rights;

WHEREAS, on behalf of the state of Oklahoma, the OK RRBC desires to mitigate any loss of sovereignty, regulatory authority, the right to tax private property, the potential right to any federal revenues resulting from the development of oil, gas, or other resources, and other potential rights associated with the approximate 1.34-acre area over which NTMWD’s Pump Station is located;

WHEREAS, recognizing that the federal government owns the 1.34-acre property over which NTMWD’s Pump Station is located and much of the adjacent land, which is similarly situated and submerged within Lake Texoma, it has become apparent to the OK RRBC, the TX RRBC and NTMWD that it would achieve the OK RRBC’s objective of protecting the state of Oklahoma’s interests by exchanging an adjacent 1.34-acre area currently located within the state of Texas for the 1.34-acre area encumbered by NTMWD’s Pump Station, as the boundary is redrawn;

WHEREAS, in recognition of the benefits derived from redrawing the Oklahoma-Texas state boundary and in consideration of Oklahoma's willingness to accommodate NTMWD and its public constituents in the resolution of this matter, NTMWD has agreed to remit consideration in the sum of \$10,000,000.00 as described below in this Agreement; and

WHEREAS, the OK RRBC and NTMWD now mutually desire to enter into an agreement regarding the provision of consideration in connection with redrawing a portion of the Oklahoma-Texas state boundary within the area of the Pump Station consistent with the TX RRBC's recommendation.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the sufficiency of which are hereby conclusively acknowledged, and subject to the terms and conditions hereinafter set forth, the OK RRBC and NTMWD mutually undertake, promise, and agree as follows:

## **AGREEMENT**

**Section 1.** Purpose. The purpose of this Agreement is to establish the terms and conditions of NTMWD's consideration for the accommodation by the state of Oklahoma and the OK RRBC in redrawing the Oklahoma-Texas state boundary within the area of the Pump Station, consistent with the TX RRBC's recommendation to redraw the boundary, through the execution of the Amended and Restated Texoma Area Boundary Agreement included as **Exhibit A**, or an agreement in substantially the same form as to the redrawing of the state boundary within the area of the Pump Station ("Amended and Restated Boundary Agreement").

**Section 2.** NTMWD's Payment. NTMWD agrees to remit \$10,000,000.00 (ten million and no/100 dollars) to the state of Oklahoma ("NTMWD's Payment"). NTMWD's Payment shall be made on the Effective Date of this Agreement in certified funds. NTMWD's Payment shall be paid to the Oklahoma State Treasurer or the Oklahoma Office of Management & Enterprise Services (or such other Oklahoma state agency or department) as determined by the OK RRBC, pursuant to instructions provided by the OK RRBC. The NTMWD recognizes that the usage (and commitment as to usage) of such funds may be restricted by Oklahoma law (including, without limitation, 74 Okla. Stat. Section 18b), but requests that, in the appropriation of such funds, consideration shall be given to utilizing such funds for projects that (i) are beneficial to the water resources of Lake Texoma, (ii) improve water quality in the Red River watershed, (iii) aid in the prevention and/or control of zebra mussels, (iv) mitigate the effects of drought or climate variability within the Red River watershed, (v) address shoreline issues in Lake Texoma, and/or (vi) involve research associated with any of these projects.

**Section 3.** Amended and Restated Boundary Agreement. The OK RRBC shall execute the Amended and Restated Boundary Agreement on the Effective Date, subject to the receipt of NTMWD's Payment.

**Section 4.** Non-Severable Provisions. The Amended and Restated Boundary Agreement is expressly conditioned on the state of Oklahoma's receipt and right to use NTMWD's Payment pursuant to this Agreement. If NTMWD's Payment is not received pursuant to section 2, neither the OK RRBC nor the state of Oklahoma shall have any obligation to execute the Amended and Restated

Boundary Agreement. If NTMWD's Payment is invalidated for any reason in whole or in part, the Amended and Restated Boundary Agreement shall be null and void. In the event that the Amended and Restated Boundary Agreement is subsequently invalidated for any reason, the OK RRBC shall refund any unexpended and uncommitted portion of NTMWD's Payment within 60 (sixty) calendar days of the invalidation. If applicable, the provisions of this section shall survive termination of this Agreement.

**Section 5.** Indemnity. To the fullest extent allowed by law, NTMWD shall indemnify, hold harmless, and defend the state of Oklahoma and the OK RRBC from and against any claims that may arise on or after the date of this Agreement challenging the legality of this Agreement or the Amended and Restated Boundary Agreement (each claim, an "Indemnified Action"), and the NTMWD shall reimburse the state of Oklahoma and the OK RRBC for any costs or expenses that the state of Oklahoma or OK RRBC may incur in connection with any Indemnified Action.

**Section 6.** Length of Agreement. This Agreement shall remain in force and effect from the date of NTMWD's Payment for a term of 10 (ten) years or until the state of Oklahoma expends the funds remitted by NTMWD as provided in Section 2, whichever occurs first.

**Section 7.** State or Federal Laws, Rules, Orders, or Regulations. This Agreement is subject to all applicable state and federal laws and any applicable permits, ordinances, rules, orders, and regulations of any local, state, or federal governmental authority having or asserting jurisdiction; but, nothing contained herein shall be construed as a waiver of any right to question or contest any such law, ordinance, order, rule, or regulation in any forum having jurisdiction.

**Section 8.** Address and Notice. Unless otherwise provided herein, any notice, communication, request, reply or advice (herein severally and collectively, for convenience, called "Notice") herein provided or permitted to be given, made or accepted by any Party to any other Party must be in writing and given or served by depositing the same in the United States mail postpaid and registered or certified and addressed to the Party to be notified, with return receipt requested, or by delivering the same to an officer of such Party addressed to the Party to be notified, and by providing the courtesy copies noted below by regular mail and email. Notice deposited in the mail in the manner described above shall be conclusively deemed to be effective, unless otherwise stated herein, from and after the expiration of three (3) business days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the Party to be notified. For the purposes of Notice, the addresses of the Parties shall, until changed as hereinafter provided, be as follows:

If to the OK RRBC, to:                   Honorable Charles McCall, Speaker of the House and  
Chair, Oklahoma Red River Boundary Commission  
2300 N. Lincoln Blvd., Room 401  
Oklahoma City, Oklahoma 73105

Courtesy copy to:                   Armand Paliotta, Vice President and General Counsel  
University of Oklahoma  
660 Parrington Oval, Suite 213  
Norman, Oklahoma 73019  
apaliotta@ou.edu



If to NTMWD, to: Jennafer P. Covington, P.E., Executive Director  
North Texas Municipal Water District  
P.O. Box 2408  
505 E. Brown Street  
Wylie, Texas 75098

Courtesy copy to: Michael A. Gershon  
Sara R. Thornton  
Lloyd Gosselink Rochelle & Townsend, P.C.  
816 Congress Avenue, Suite 1900  
Austin, Texas 78701  
mgershon@lglawfirm.com; sthornton@lglawfirm.com

The Parties hereto shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its address any other address by at least 15 (fifteen) calendar days' written Notice to the other Party hereto.

**Section 9.** Sole Agreement. This Agreement constitutes the sole and only agreement of the Parties with respect to the subject matter of this Agreement and supersedes any prior understanding or oral or written agreements between the Parties with respect to the subject matter of this Agreement.

**Section 10.** No Third-Party Beneficiaries. This Agreement shall inure only to the benefit of the Parties hereto and their principals and agents, and third persons not privy hereto shall not, in any form or manner, be considered a beneficiary of the terms or conditions of this Agreement.

**Section 11.** Succession and Assignment. This Agreement is binding upon and shall inure to the benefit of the Parties, their heirs, successors and assigns. This Agreement may not be assigned by any Party hereto without the prior written notice to, and prior written approval by, the other Party, which consent may be withheld without cause.

**Section 12.** Modification. This Agreement may be changed or modified only by written agreement of the Parties and only after having obtained approval from the governing bodies of both Parties.

**Section 13.** Recitals and Exhibits Incorporated. The recitals contained in the preamble hereof and the exhibits hereto are hereby found to be true, and such recitals and exhibits are hereby made a part of this Agreement for all purposes.

**Section 14.** Authority to Execute. Each person signing on behalf of a Party hereby confirms that they have the authority to execute this Agreement on behalf of the Party indicated by their signature.

**IN WITNESS WHEREOF**, the Parties hereto acting under authority of their respective governing bodies have caused this Agreement to be duly executed in several counterparts, each of which shall constitute an original, all as of the day and year first above written, which is the Effective Date.

Attachment: Exhibit A

*[signatures on following pages]*

**OKLAHOMA RED RIVER BOUNDARY COMMISSION**

by: \_\_\_\_\_  
Charles McCall, Chair Date \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
signature

\_\_\_\_\_, \_\_\_\_\_  
name title

STATE OF OKLAHOMA §

§

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Charles McCall, Chair of the Oklahoma Red River Boundary Commission.

\_\_\_\_\_  
Notary Public, State of Oklahoma  
Printed Name of Notary:

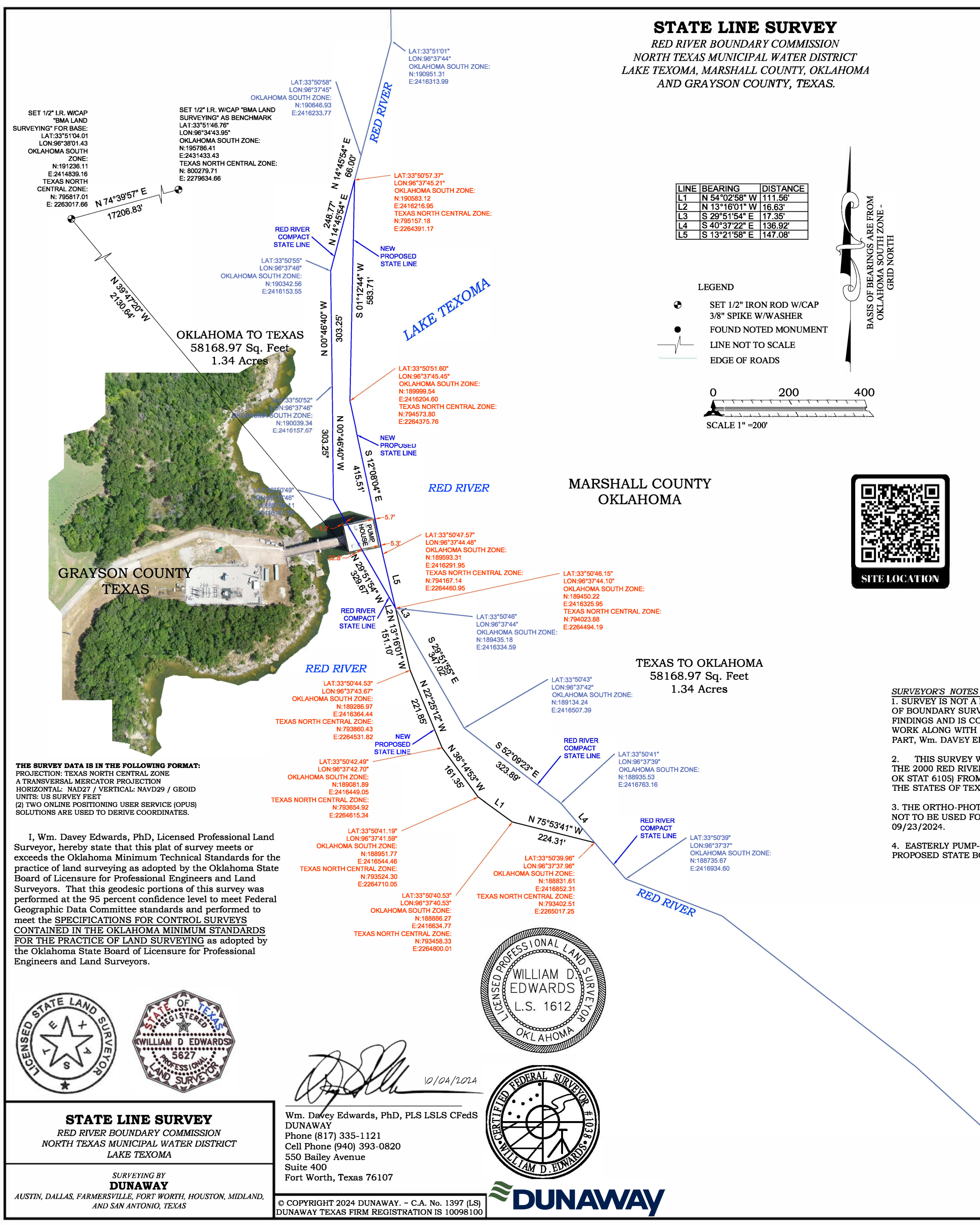
\_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



**Exhibit A**

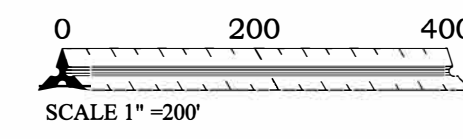
*Amended and Restated Texoma Area Boundary Agreement*

**STATE LINE SURVEY**  
 RED RIVER BOUNDARY COMMISSION  
 NORTH TEXAS MUNICIPAL WATER DISTRICT  
 LAKE TEXOMA, MARSHALL COUNTY, OKLAHOMA  
 AND GRAYSON COUNTY, TEXAS.



LINE	BEARING	DISTANCE
L1	N 54°02'58" W	111.56'
L2	N 13°16'01" W	16.63'
L3	S 29°51'54" E	17.35'
L4	S 40°37'22" E	136.92'
L5	S 13°21'58" E	147.08'

- LEGEND**
- SET 1/2" IRON ROD W/CAP
  - 3/8" SPIKE W/WASHER
  - FOUND NOTED MONUMENT
  - LINE NOT TO SCALE
  - EDGE OF ROADS



BASIS OF BEARINGS ARE FROM  
 OKLAHOMA SOUTH ZONE -  
 GRID NORTH



**THE SURVEY DATA IS IN THE FOLLOWING FORMAT:**  
 PROJECTION: TEXAS NORTH CENTRAL ZONE  
 A TRANSVERSAL MERCATOR PROJECTION  
 HORIZONTAL: NAD27 / VERTICAL: NAVD29 / GEOID UNITS:  
 US SURVEY FEET  
 (2) TWO ONLINE POSITIONING USER SERVICE (OPUS)  
 SOLUTIONS ARE USED TO DERIVE COORDINATES.

I, Wm. Davey Edwards, PhD, Licensed Professional Land Surveyor, hereby state that this plat of survey meets or exceeds the Oklahoma Minimum Technical Standards for the practice of land surveying as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors. That this geodesic portions of this survey was performed at the 95 percent confidence level to meet Federal Geographic Data Committee standards and performed to meet the SPECIFICATIONS FOR CONTROL SURVEYS CONTAINED IN THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors.

- SURVEYOR'S NOTES:**
1. SURVEY IS NOT A BOUNDARY SURVEY IN THE NORMAL SINCE OF BOUNDARY SURVEY, BUT IS A STATE BOUNDARY REPORT OF FINDINGS AND IS COMPRISED OF BOTH FIELD AND OFFICE WORK ALONG WITH PROVIDED DATA FROM MY TEXAS COUNTER PART, Wm. DAVEY EDWARDS, PHD, PLS LSLs CFedS.
  2. THIS SURVEY WAS PERFORMED UNDER THE AUTHORITY OF THE 2000 RED RIVER BOUNDARY COMPACT (TXNRC CH. 12 AND OK STAT 6105) FROM THE RESPECTIVE REPRESENTATIVES OF THE STATES OF TEXAS AND OKLAHOMA.
  3. THE ORTHO-PHOTO SHOWN IS FOR REFERENCE ONLY AND IS NOT TO BE USED FOR MEASUREMENTS. THE PHOTO DATE IS 09/23/2024.
  4. EASTERLY PUMP-HOUSE WALL IS 5.7' AND 5.3' WEST OF PROPOSED STATE BOUNDARY, AS SHOWN HEREON.

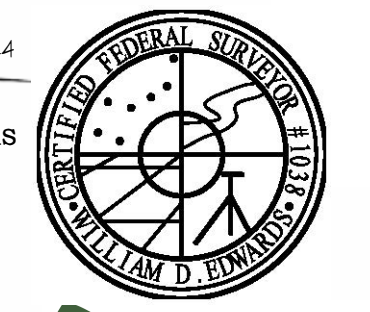
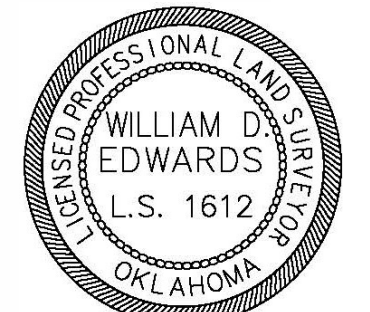
**THE SURVEY DATA IS IN THE FOLLOWING FORMAT:**  
 PROJECTION: OKLAHOMA SOUTH ZONE, LAMBERT CONFORMAL  
 HORIZONTAL: NAD27 / VERTICAL: NAVD29 / GEOID UNITS:  
 US SURVEY FEET  
 (2) TWO ONLINE POSITIONING USER SERVICE (OPUS)  
 SOLUTIONS ARE USED TO DERIVE COORDINATES.

SET A 1/2" I.R. WITH "BMA LAND SURVEYING" CAP AS BASE NORTHWEST OF TEXAS PUMP-HOUSE ON AUGUST 23, 2024 AND RAN TWO OPUS POSITIONS. LOCATED THE BUILDING CORNERS AND LOCAL MONUMENTS AS REFERENCES AND CHECKED TO GROUND BASED MONUMENTATION IN OKLAHOMA AS CHECK.  
 MAPPED BOTH SETS OF PROVIDED LATITUDE AND LONGITUDE TO ESTABLISH BOTH STATE LINE POSITIONS FOR THE PROPOSED AND THE RED RIVER COMPACT. BOTH SETS IN SUBJECT AREA ARE SHOWN HEREON.

I, Aaron L. Morris, Registered Professional Land Surveyor, hereby state that this plat of survey meets or exceeds the Oklahoma Minimum Technical Standards for the practice of land surveying as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors. That this geodesic portions of this survey was performed at the 95 percent confidence level to meet Federal Geographic Data Committee standards and performed to meet the SPECIFICATIONS FOR CONTROL SURVEYS CONTAINED IN THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors.



*Wm. Davey Edwards*  
 10/04/2024



**STATE LINE SURVEY**  
 RED RIVER BOUNDARY COMMISSION  
 NORTH TEXAS MUNICIPAL WATER DISTRICT  
 LAKE TEXOMA

SURVEYING BY  
**DUNAWAY**  
 AUSTIN, DALLAS, FARMERSVILLE, FORT WORTH, HOUSTON, MIDLAND,  
 AND SAN ANTONIO, TEXAS

Wm. Davey Edwards, PhD, PLS LSLs CFedS  
 DUNAWAY  
 Phone (817) 335-1121  
 Cell Phone (940) 393-0820  
 550 Bailey Avenue  
 Suite 400  
 Fort Worth, Texas 76107

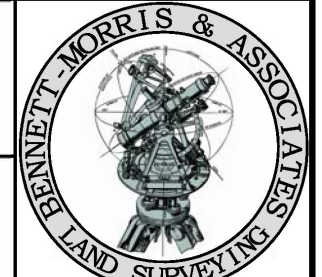


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 Land Surveying, P.C. - C.A. No. 5975 (LS)

SCALE:	1" = 200ft
DATE:	10/4/2024
BRAWING AND PROJECT NUMBER:	230052_10042024
FIELD BOOK:	N/A
SHEET:	1 OF 1

SURVEY OF A PORTION OF THE OKLAHOMA AND TEXAS  
 STATE BOUNDARY IN LAKE TEXOMA  
 MARSHALL COUNTY, OKLAHOMA  
 AND GRAYSON COUNTY, TEXAS.

SURVEYING AND MAPPING BY  
**Bennett-Morris And Associates**  
 Land Surveying, P.C.  
 ARDMORE, OKLAHOMA



## **PROPOSED RESOLUTIONS**

WHEREAS, in 1999, Oklahoma entered into the Red River Boundary Compact (“Boundary Compact”) with Texas, which provides a process for setting the boundary line between Oklahoma and Texas in the Lake Texoma area, and Congress provided its consent to the Boundary Compact on October 10, 2000;

WHEREAS, Oklahoma and Texas agreed to a boundary line between the two States pursuant to the Boundary Compact on July 28, 2000, in the Lake Texoma Area Boundary Agreement;

WHEREAS, Texas has requested that the two States redraw the boundary line in the Lake Texoma area;

WHEREAS, the Oklahoma Red River Boundary Commission (the “OK RRBC”) was recreated in accordance with HB 2296 on March 25, 2021, directing the OK RRBC to confer and act in conjunction with representatives from Texas to evaluate the methods and other information used to establish the current state boundary line in the Texoma area; determine the location of the south bank of the Red River as located and marked by the US Army Corp of Engineers (“Corps”) prior to the construction of Lake Texoma; and redraw the boundary line in accordance with the Corps’ preconstruction survey or “other historical records or documentation of the United States Army Corps of Engineers identifying the location of the south bank of the Red River; if the survey ... is unavailable”;

WHEREAS, the OK RRBC and the Texas officials have reviewed the survey (the “Survey”) conducted by the licensed Oklahoma surveyor retained on behalf of the OK RRBC and have reached a mutual agreement on the boundary line between the two states in the Texoma area;

WHEREAS, the redrawn boundary line will resolve the issue of a North Texas Municipal Water District (“NTMWD”) water pumping station being currently partially located within the State of Oklahoma;

WHEREAS, the experts retained on behalf of the OK RRBC have legal, engineering, and survey experience in state boundary, compact, environmental, natural resources, and property law and concluded that redrawing the boundary line would not affect land ownership, water rights, or tribal rights;

WHEREAS, the redrawn boundary line is memorialized in two Agreements, as defined below, which were approved on September 26, 2024, by the NTMWD;

WHEREAS, on behalf of the State of Oklahoma, the OK RRBC desires to mitigate, in connection with the redrawing of the boundary line, any loss of sovereignty, regulatory authority, the right to tax private property, and the potential right to any federal revenues resulting from the development of oil, gas, or other resources;

WHEREAS, recognizing that the federal government owns the 1.34-acre property over which the NTMWD’s water pump station is located and much of the adjacent land, which is similarly situated and submerged within Lake Texoma, the OK RRBC’s objective of protecting the State of Oklahoma’s interests will be achieved by receiving, as part of the redrawn boundary line, an adjacent 1.34-acre area currently located within the State of Texas;

WHEREAS, as further consideration for the OK RRBC's agreement to redraw the boundary line, the NTMWD has agreed to pay \$10 million to the State of Oklahoma, as described further in the Agreement on Oklahoma-Texas State Boundary, Texoma State Boundary, and North Texas Municipal Water District's Lake Texoma Pump Station;

WHEREAS, Section 12.057 of the Texas Natural Resources Code requires the Texas Red River Boundary Commission (the "Texas Commission") to prepare a final report to the Texas governor, lieutenant governor, speaker of the house of representatives, and appropriate committees of the Texas legislature (the "Texas Report"); and

WHEREAS, the OK RRBC at a public hearing on October 9, 2024, considered its position regarding Texas's request to redraw the boundary line, including appropriate consideration for cooperation, and agreed to the following resolutions, contingent upon the Texas Commission acknowledging in the Texas Report that, in fulfilling its duties of redrawing the state boundary, the text of the Red River Boundary Compact remains effective and unchanged, including Article VII thereof concerning property and water rights, with the redrawing of the boundary not changing: (1) the title of any person or entity, public or private, to any of the lands adjacent to the Red River; (2) the rights, including riparian rights, of any person or entity, public or private, that exist as a result of the person's or entity's title to lands adjacent to the Red River; or (3) the boundaries of those lands:

NOW, THEREFORE, BE IT RESOLVED, THAT THE RRBC, BEING DULY CONSTITUTED AND HAVING APPROPRIATE STATUTORY AUTHORITY:

Approves both the "Agreement on Oklahoma-Texas State Boundary, Texoma State Boundary, and North Texas Municipal Water District's Lake Texoma Pump Station" and the "Amended and Restated Texoma Area Boundary Agreement" presented at the public meeting of the OK RRBC on October 9, 2024 (collectively the "Agreements"), acknowledging the terms and conditions regarding the amendment of the boundary line in the Texoma area.

Authorizes the Chair of the OK RRBC or his designee, on behalf of the OK RRBC, to execute the Agreements in substantially the same form as presented to the OK RRBC (with Exhibit B to the Amended and Restated Texoma Area Boundary Agreement to be attached consistent with the Survey) and take such other actions, and execute such other documents, agreements, and instruments, determined by the Chair to be necessary or advisable to implement and make effective the transactions contemplated thereby and hereby.

Submits the Amended and Restated Texoma Area Boundary Agreement to the Oklahoma Contingency Review Board for approval, pursuant to The Red River Boundary Compact, Article II, and as referenced under 74 O.S. § 6106.

Directs that the Survey depicting the boundary line as established pursuant to the Amended and Restated Texoma Area Boundary Agreement be filed with the Oklahoma Department of Libraries and Archives, pursuant to The Red River Boundary Compact, Article II, and as referenced under 74 O.S. § 6106.