following blocks located off Corpus Christi which have been identified by the Navy as needed for testing equipment and training mine warfare personnel: Mustang Island Area blocks 793, 799, and 816.

(3) Blocks not available for leasing due to appeals: The lease status of the following blocks are currently under appeal and therefore these blocks are unavailable for leasing in this sale: Galveston Area, South Addition, block A–125; and Brazos Area block 578.

13. Lease Terms and Stipulations.

(a) Leases resulting from this sale will have initial terms as shown on the Stipulations, Lease Terms, and Bidding Systems Map applicable to this Notice and will be on Form MMS–2005 (March 1986). Copies of the map and lease form are available from the Gulf of Mexico regional office (see paragraph 14(a)).

(b) The applicability of the stipulations which follow is as shown on the map described in paragraph 13(a) and as supplemented by references in

this Notice.

Stipulation No. 1—Topographic Features

(This stipulation will be included in leases located in the areas so indicated in the Biological Stipulation Map Package associated with this Notice and which is available from the Gulf of Mexico regional office (see paragraph 14(a))

The banks that cause this stipulation to be applied to blocks of the Western Gulf are:

Bank name	No activity zone defined by isobath (meters)
Shelf Edge Banks: West Flower Garden Bank 1. East Flower Garden Bank 1. MacNeil Bank 29 Fathom Bank Geyer Bank Elvers Bank Bright Bank 2 McGrail Bank 2 Rezak Bank 2 Sidner Bank 2 Parker Bank 2	defined by isobath
Appelbaum Bank Low Relief Banks ³ : Mysterious Bank Coffee Lump Blackfish Ridge Big Dunn Bar Small Dunn Bar 32 Fathom Bank Claypile Bank ⁴ South Texas Banks ⁵ : Dream Bank	74, 76, 78, 80, 84 Various 70 65 65 52 50

Bank name	No activity zone defined by isobath (meters)
Southern Bank Hospital Bank North Hospital Bank Aransas Bank South Baker Bank	80 70 68 70 70 70

¹Flower Garden Banks—In paragraph (c) a "4–Mile Zone" rather than a "1–Mile Zone" applies.

²Central Gulf of Mexico bank with a portion of its "1–Mile Zone" and/or "3–Mile Zone" in the Western Gulf of Mexico.

³Low Relief Banks—Only paragraph (a) ap-

plies.

⁴Claypile Bank—Paragraphs (a) and (b) apply. In paragraph (b) monitoring of the effluent to determine the effect on the biota of Claypile Bank shall be required rather than shunting.

⁵South Texas Banks—Only paragraphs (a)

⁵ South Texas Banks—Only paragraphs (a) and (b) apply.

- (a) No activity including structures, drilling rigs, pipelines, or anchoring will be allowed within the listed isobath ("No Activity Zone" as shown in the aforementioned Biological Stipulation Map Package) of the banks as listed above.
- (b) Operations within the area shown as "1,000–Meter Zone" in the aforementioned Biological Stipulation Map Package shall be restricted by shunting all drill cuttings and drilling fluids to the bottom through a downpipe that terminates an appropriate distance, but no more than 10 meters, from the bottom.
- (c) Operations within the area shown as "1–Mile Zone" in the aforementioned Biological Stipulation Map Package shall be restricted by shunting all drill cuttings and drilling fluids to the bottom through a downpipe that terminates an appropriate distance, but no more than 10 meters, from the bottom. (Where there is a "1–Mile Zone" designated, the "1,000–Meter Zone" in paragraph (b) is not designated.)

(d) Operations within the area shown as "3–Mile Zone" in the aforementioned Biological Stipulation Map Package shall be restricted by shunting all drill cuttings and drilling fluids from development operations to the bottom through a downpipe that terminates an appropriate distance, but no more than 10 meters, from the bottom.

Stipulation No. 2—Military Areas

(This stipulation will be included in leases located within the Warning Areas as shown on the map described in paragraph 13(a))

(a) Hold and Save Harmless

Whether compensation for such damage or injury might be due under a

theory of strict or absolute liability or otherwise, the lessee assumes all risks of damage or injury to persons or property, which occur in, on, or above the Outer Continental Shelf (OCS), to any persons or to any property of any person or persons who are agents, employees, or invitees of the lessee, its agents, independent contractors, or subcontractors doing business with the lessee in connection with any activities being performed by the lessee in, on, or above the OCS, if such injury or damage to such person or property occurs by reason of the activities of any agency of the United States Government, its contractors or subcontractors, or any of its officers, agents or employees, being conducted as a part of, or in connection with, the programs and activities of the command headquarters listed in the following table.

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

(b) Electromagnetic Emissions

The lessee agrees to control its own electromagnetic emissions and those of its agents, employees, invitees, independent contractors or subcontractors emanating from individual designated defense warning areas in accordance with requirements specified by the commander of the command headquarters listed in the following table to the degree necessary to prevent damage to, or unacceptable interference with, Department of Defense flight, testing, or operational activities, conducted within individual designated warning areas. Necessary