

“What the Dam Is Going On? Legal Help for Real Problems”

JANET STEWART, GENERAL COUNSEL
OKLAHOMA CONSERVATION COMMISSION
APRIL 2026



Project Sponsors - Oklahoma



CONSERVATION
DISTRICTS



CONSERVANCY
DISTRICTS



CITIES



UNIVERSITIES

Oklahoma's Process

Conservation District Employee Handbook

District Services Division (OCC)

Commission Attorneys

District Attorney's Office

Statutory Language - 27A O.S. 3-2-106

1. Offer the assistance as may be appropriate to the directors of conservation districts in the carrying out of any of their powers and programs and to:
 - a. assist and guide districts in the preparation and carrying out of programs for resource conservation authorized under the Conservation District Act,
 - b. review district programs,
3. Enter into contracts and agreements and execute such instruments in the judgment of the Commission as are necessary, beneficial, or convenient toward the exercise of any of the Commission's powers conferred upon it by law. This includes, but is not limited to, creating shared positions, administering statewide programs with districts, and exploring funding sources for conservation programs, practices, and pilot projects;
4. Review agreements, or forms of agreements, proposed to be entered into by districts with other districts or with any state, federal, tribal, interstate, or other public or private agency, organization, or individual, and advise the districts concerning the agreements or forms of agreements;

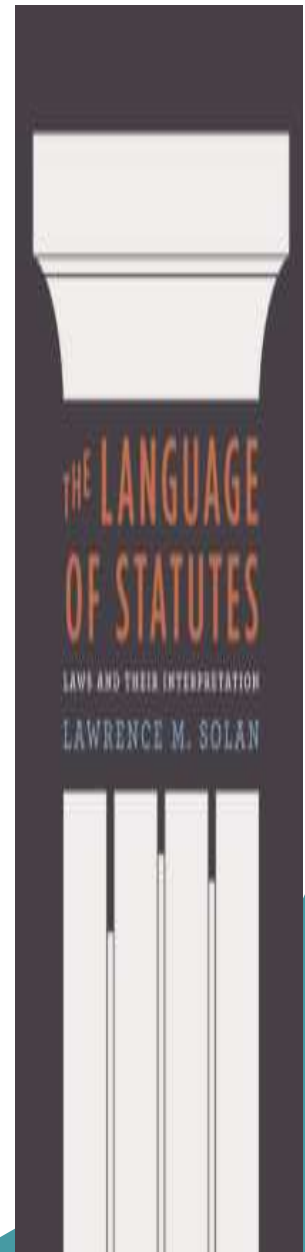
Statutory Language - 27A O.S. 3-2-106

10. Recommend the inclusion in annual and longer-term budgets and appropriation legislation of the State of Oklahoma of funds necessary for appropriation by the Legislature to finance the activities of the Commission and the conservation districts and to:

- administer the provisions of the Conservation District Act hereafter enacted by the Legislature appropriating funds for expenditure in connection with the activities of conservation districts,
- distribute to conservation districts funds, equipment, supplies, and services received by the Commission for that purpose from any source, subject to such conditions as shall be made applicable thereto in any state or federal statute or local ordinance making available such funds, property, or services,
- issue guidelines and suitable controls to govern the use by conservation districts of funds, property, and services, and
- review all budgets, administrative procedures, and operations of such districts and advise the districts concerning their conformance with applicable laws and regulations;

15. Assist conservation districts in obtaining legal services from state and local legal officers;

19. Assist and supervise districts in carrying out their responsibilities in accordance with Oklahoma laws



CONSERVATION DISTRICT HANDBOOK



Version: FY26.02

Approved by the Conservation Commission June 6, 2023

Last revision: March 1, 2026

<https://conservation.ok.gov/employee-resources/>

District Services Division



EMPOWERING CONSERVATION DISTRICTS ACROSS THE STATE

Serving as a liaison between the Oklahoma Conservation Commission and the state's conservation districts, the District Services Division helps streamline communication and coordination to enhance each district's conservation efforts by:

- Providing a centralized point of contact for conservation districts to request assistance
- Providing staff in district offices to facilitate communication with other agency representatives when needed
- Offering training and professional development for conservation district employees and directors
- Assisting conservation districts with legal affairs, natural resource planning and reporting, district board functions, human relations, conflict resolution, and finance and personnel management

Weird Question of the Day




Weird question of the day!



Clancy Green

To  Janet Stewart;  Stephanie Acquario

Retention Policy Never Delete/Archive (Never)

 You replied to this message on 6/16/2025 9:27 AM.

Legal eagles...this popped up in a JPO I was reviewing:

Plan and host a Wildflowers
to Wine Workshop

Can a district do this? I.e. host an event that involves alcohol?

Thank you!!

Response

Great question.

Districts cannot host an event where the district itself is either selling or serving alcohol. However, if the district wanted to partner with a local winery and host the event at the winery, that would be acceptable. The district would have to contract with the winery to host the event there and the winery must be appropriately licensed to serve alcohol on the premises.

- Under the Oklahoma Constitution, political subdivisions cannot **sell** alcohol (Art. 28A Okla. Const. Section 8)
- Under the ABLE Commission licensing rules, political subdivisions cannot obtain a license to **serve** alcohol (37A O.S. section 2-159)
- Districts cannot work with a licensed caterer to provide the alcohol at the District's building
- Districts cannot host an event where members of the public bring their own wine to the District's building, or any other building. Consumption of privately purchased alcohol cannot occur at any other public event or public location.

I hope this helps! I am wondering, if you get more information from the district for the format they were imagining with this event. It sounds fun — hate to be a buzz kill! Maybe they could do wildflowers and watermelon, or wildflowers and pop!



From: Clancy Green <Clancy.Green@Conservation.ok.gov>

Sent: Wednesday, September 4, 2024 2:41 PM

To: Janet Stewart <Janet.Stewart@Conservation.ok.gov>

Subject: Raffles?

Weird question of the day!

Can district's have raffles to raise money? I.e. they sell chances on winning a certain amount of grass seed or a certain number of acres drill rental and keep all the proceeds. Is that legal?

Weird Question of the Day



Response

- The Oklahoma Constitution prohibits lotteries, which include raffles where participants pay for a chance to win a prize. Raffles and lotteries are regulated by the Oklahoma Alcoholic Beverage Laws Enforcement (ABLE) Commission. This prohibition applies unless a specific statutory exception is made.
- Oklahoma has provided exceptions for certain nonprofit organizations. Under Title 21, Section 1051 of the Oklahoma Statutes, qualified organizations like charitable, religious, educational, or other nonprofit entities can conduct raffles under specific conditions. The organizations must be recognized as exempt under Section 501(c)(3) of the Internal Revenue Code.
- Conservation districts in Oklahoma are governmental entities created under state law to manage natural resources like soil and water conservation. They are not classified under the types of organizations specifically listed as permitted to hold raffles under Oklahoma's statutory provisions.





Good morning!

Can a district hire a contract laborer who does not have their own insurance coverage/workers compensation coverage and who refuses to carry any coverage?

Thanks!

Weird Question of the Day

Response

Clancy,

Yes, a district can hire an independent contractor who does not have their own Workers Compensation Insurance, but they should think carefully before doing so.

Independent contractors are **not** considered employees and, therefore, **are not required to obtain** workers' compensation insurance under Oklahoma law.

Many employers mistakenly believe that a single action - such as signing an agreement - can automatically exempt them from workers' compensation requirements. However, determining whether a worker is classified as an independent contractor, or an employee involves assessing multiple factors. No single factor is decisive; rather, all relevant circumstances are considered together.

Factors for Determining Independent Contractor Status

The following factors help determine whether a worker is an independent contractor or an employee for workers' compensation purposes:

- **Nature of the contract:** A written agreement may state that the worker is an independent contractor. However, this alone is not sufficient to establish independent contractor status.
- **Control over the work:** The more control the hiring party (employer) exercises over the work, the more likely the worker is an employee rather than an independent contractor.
- **Distinct occupation or business:** If the worker provides similar services to multiple clients (e.g., a painter working for multiple homeowners), this suggests independent contractor status.
- **Level of supervision:** If the work is typically performed under an employer's direction rather than independently, this weighs in favor of an employer-employee relationship.
- **Special skills, licensing, or training:** Occupations requiring specialized expertise, licenses, or certifications may indicate independent contractor status.
- **Supply of materials:** If the worker provides their own tools, equipment, and materials, this supports independent contractor classification.
- **Duration of the job:** A one-time project suggests independent contractor status, whereas ongoing work for the same entity suggests an employment relationship.
- **Payment structure:** Independent contractors typically submit invoices, receive payments per project, file taxes as self-employed, and receive IRS Form 1099s rather than W-2s.
- **Integration into the business:** If the work is essential to the company's core business operations, the worker is more likely to be considered an employee.
- **Mutual understanding of the relationship:** If both parties intend to establish an independent contractor relationship, this is a relevant consideration—but not the sole determinant.
- **Right to terminate:** If either party can end the working relationship at any time without liability, this may suggest an employment relationship.

Important Considerations for Employers

If an independent contractor is injured on the job in Oklahoma, the contracting entity (the district in this scenario) should **immediately** report the injury to its workers' compensation insurance carrier. That way, the workers' compensation insurance carrier is prepared for a legal situation in which the independent contractor is analyzed for potential employee status utilizing the above factors, which may indicate coverage under the district's existing policy.

Regardless, the district should ensure the contractor receives necessary medical care.

If the independent contractor **does not have** workers' compensation insurance, and the independent contractor is determined, utilizing the above factors, to not be an employee, the contracting entity (the district) **may be liable** for the injury - especially if negligence is a factor. This could result in District Attorney involvement and legal action. Employers should carefully assess their relationships with independent contractors to minimize legal risks.



A wooden gavel is positioned in the upper left corner of the image. Below it, two rows of wooden blocks spell out 'LEGAL' and 'COUNSEL'. The blocks are light-colored with black lettering. The entire scene is set on a wooden surface. A silver pen is visible at the bottom of the frame.

Commission Legal Staff

- Provide guidance and assistance on:
 - General Conservation District program questions
 - Statutory language and agency rules
 - Serve as a source for District Attorneys
 - Assist in district responses to different state and federal agencies
 - OSHA
 - EEOC



LET'S TALK EASEMENTS

OECFiber

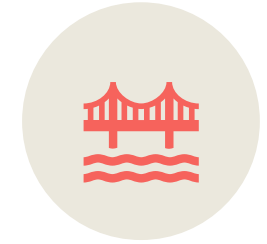
Fee Simple / Surface Only Ownership



FEE SIMPLE IS THE MOST COMPLETE OWNERSHIP POSSIBLE, OFTEN CALLED "FREEHOLD" OR "FEE SIMPLE ABSOLUTE". IT IS THE UNCONDITIONAL RIGHTS TO LAND AND ANY STRUCTURES ON IT FOREVER. OWNERS CAN SELL, LEASE, OR PASS THE PROPERTY TO HEIRS, SUBJECT ONLY TO GOVERNMENT POWERS LIKE TAXATION AND ZONING.



SURFACE-ONLY OWNERSHIP (OR "SURFACE RIGHTS") GRANTS THE RIGHT TO USE THE LAND'S SURFACE FOR BUILDING, FARMING, OR RANCHING, BUT DOES NOT INCLUDE OWNERSHIP OF OIL, GAS, OR MINERALS BENEATH IT. IF MINERAL RIGHTS ARE SEVERED, THE MINERAL ESTATE IS CONSIDERED DOMINANT, MEANING THE MINERAL OWNERS CAN ACCESS THE SURFACE TO EXTRACT RESOURCES.



SOME FLOOD CONTROL DAMS WITH RECREATIONAL AND MUNICIPAL WATER SUPPLY PURPOSES REQUIRE OWNERSHIP IN FEE SIMPLE OR SURFACE. A DISTRICT WOULD HAVE A DEED TO THE PROPERTY.

Easement Basics

An easement is a legal right that allows an entity to use a specific portion of another person's real property for a designated purpose. It is a non-possessory interest, meaning the easement holder uses the land but does not own it. Common examples include utility lines, shared driveways, or access paths. It is limited to a specific use.

Easement binds current and future landowners – ours are perpetual

Types of Easements in Oklahoma

- Structural easements (dam, spillway, channel, plunge basin, principal pool)
- Flowage and drainage easements (impound water – flood storage)
- Access easements (inspection/maintenance, road to the structure)
- Block Easement (Jackson Purchase) v. Elevation easement



Who Owns the Dam / Auxiliary Spillway

Oklahoma

- Owned by the Project Sponsor
- Ownership is tied to:
 - Sponsorship agreement with NRCS (power to tax or eminent domain)
 - Operation & Maintenance (O&M) Agreement
 - View taken by Oklahoma's regulatory agency



Kentucky

- Same general rule: The sponsor/owner listed in the dam permit and O&M agreement owns the structure

Who Owns the Land Under the Structure?

Oklahoma

- If Sponsor owns the land in **fee title** then the Sponsor
- Holds a **permanent easement** over privately owned land then the private landowner owns the land under the structure.

Kentucky

- Same in Kentucky

Easement Rule - Landowner

Use the land at any time,

in any manner,

for any purpose that

does not interfere with the

works of improvement (structure).

If a Landowner Owns the Ground, Are They Liable?

Oklahoma

- Not automatically liable simply due to ownership
- Liability depends on:
 - ❖ Control over the structure
 - ❖ Negligence
- Sponsor/operator typically bears primary liability
- Landowner could be liable if:
 - ❖ They interfere with the structure
 - ❖ They create a hazardous condition

Kentucky

- Similar principles:
 - Liability generally tied to **control and negligence**, not just ownership
- Kentucky courts emphasize:
 - Duty of care
 - Foreseeability
- **Key Point:** Ownership of land ≠ automatic liability. **Control and actions matter.**

Who Owns the Watershed Lake?

OKLAHOMA

- The “lake” is typically:
 - A function of the structure, not separately owned
- Bed ownership:
 - If sponsor owns fee → sponsor owns lakebed
 - If easement → landowner owns underlying land, subject to flowage rights

KENTUCKY

- Same framework:
- Ownership follows **underlying land + easement rights**

What about the Water?



Water itself is not “owned” in a traditional sense and depends on each states’ water laws



In Oklahoma, the Project Sponsor can drain the water for maintenance, utilize the water for maintenance, but the landowner is considered the primary owner - use for irrigation, water livestock, sell it, etc... so long as complies with Oklahoma water regulations



Water Quality – have a statute that says the district is not responsible for water quality

Should a Dam Owner Have Liability Insurance?

Oklahoma dams insured through a policy bid by the state through the Commission and held in the name of the Oklahoma Conservation Districts, et al.

The policy has Commercial General Liability (CGL) insurance which protects the districts against third-party claims involving bodily injury, property damage, and personal/advertising injury (libel, slander, copyright infringement) occurring during business operations. It covers medical expenses, legal fees, and judgments/settlements, including risks from dam failure and overtopping.

Public Officials Liability Insurance (POL) which is designed for officials of state and local government. It covers "wrongful acts," including errors and omissions (E&O), mismanagement, and improper decisions.

Governmental Tort Claims Act



What Should Liability Insurance Cover?

Bodily injury and death

Property damage
(upstream/downstream)

Dam failure or
overtopping events

Flood-related claims

Operational negligence

Third-party claims
(recreation, trespassers)

Legal defense costs

Optional: Environmental
liability

Do “No Trespassing” or “No UTV” Signs Remove Liability?



Oklahoma

No, signs do NOT eliminate liability

Signs help:

- Show intent to restrict access
- Support defenses

Oklahoma has a **recreational use statute**, but:

- It has limitations
- Does not protect against gross negligence

Kentucky

Same general rule:

- Signs **reduce risk but do not eliminate liability**

Kentucky also has a **recreational use statute**, with similar limits

Key Point: Signs are helpful - but they are **not a shield against liability.**

Gross Negligence

Gross negligence is a severe, conscious, and reckless disregard for the safety or rights of others, representing an extreme departure from the standard of care. It is more than simple carelessness (ordinary negligence) but less than intentional misconduct, often resulting in punitive damages.

Can the Sponsor Sell the Dam to Avoid Responsibility?

Not easily - and would need approvals

Constraints include:

- State concerns (Oklahoma would strongly discourage)
- NRCS agreements
- O&M obligations
- **Public purpose** restrictions

Liability does **NOT** fully disappear after transfer

New owner must be capable and have full understanding of:

- Operations & Maintenance
- Inspection
- Assuming the liability
- Regulatory requirements
- Emergency Action Plan Process

Public-use infrastructure is rarely transferable to private parties without **strict review**

Key Point: A sponsor **cannot** simply sell the dam to walk away from responsibility.

What the Dam is Going On?



Assistance we provide
to conservation
districts and project
sponsors in the
watershed program

Easements



- *Finding easements, deeds, and other land records*
- *Answer easement questions*
- *Assist in acquisition of land rights for new dams and for the rehabilitation of dams*
 - *Ingress/egress*
 - *Temporary easements*
 - *Tribal easements*
- *Easement drafting*
- *Release of Easements*
- *Assignment of Easements*
- *Enforcement of Easements*

Drafting and Reviews

- Assist in the drafting of correspondence and agreements
 - Landowners
 - Partners
 - Others

Review the correspondence and provide suggested language that they can put in a district letter or email.



RE: [External Email]Re: [EXTERNAL] Re: Karsten Creek Golf Course Renovation Project

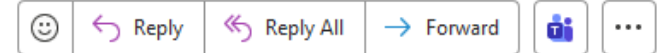


Janet Stewart

To Payne County CD

[Retention Policy](#) [Never Delete/Archive \(Never\)](#)

[Expires](#) [Never](#)



Fri 2/27/2026 9:34 AM

Okay Anita, I have a rough draft start to a letter below. I have sent the draft language to Monte for input, especially regarding the information needed for the survey and from the survey. Once I hear back from him, I can incorporate his suggestions and we can work to finalize - Janet

Re: Request for Updated Storage Survey – Flood Control Dam

Dear [Name]:

The Payne County Conservation District (“District”) is formally requesting that Karsten Creek Golf Course arrange for and complete an updated storage survey for Stillwater Creek Watershed Site 47, the flood control dam and associated reservoir located on the golf course property.

Over the past thirty (30) years, and most recently with the modifications made within the pool area, there have been changes to the reservoir’s topography and storage characteristics. These alterations may impact the structure’s stage-storage relationship, sediment accumulation estimates, and overall flood control capacity.

In order to maintain accurate records and ensure continued compliance with Natural Resources Conservation Service (NRCS) requirements and applicable state dam safety standards, the District requires an updated bathymetric and topographic storage survey. The survey should include, at a minimum:

- The area from the top of dam elevation;
- Through the full reservoir pool area;
- Down to the normal pool elevation or below; and
- Sufficient data to allow recalculation of the reservoir’s stage-storage curve.

Because updated storage information is necessary for ongoing dam safety monitoring, engineering evaluation, and regulatory compliance, the District requests written confirmation within thirty (30) days of the date of this letter outlining your proposed timeline for completion of the survey. Unless otherwise agreed in writing, the District requests that the survey be completed and submitted within one hundred twenty (120) days.

Upon completion, please provide the final survey, supporting data files, updated elevation contours, and revised stage-storage calculations to the District for review and coordination with NRCS and other appropriate agencies.

The District appreciates your cooperation in maintaining the integrity and regulatory compliance of Stillwater Creek Watershed Site 47. Should you wish to discuss scope, specifications, or coordination with NRCS prior to proceeding, please contact our office.

Sincerely,

Agreement Assistance

Consent and Acknowledgement Agreements

Rental Agreements (Equipment, Property, Leases, etc...)

Utility Relocation Agreements

Assumption of the Risk and Release of Liability Agreement

Cleaning Services Agreement

Right-of-Way Agreements

Fencing Agreements

Other....

Consent/Acknowledgment Agreement

1. Protection of the Flood Control Structure

Flood control easements are acquired to ensure the structure can function as designed - storing, conveying, and releasing water safely. Activities within the easement can:

- Weaken embankments
- Interfere with drainage patterns
- Damage critical components (e.g., spillways, pipes, or control structures)

A consent agreement allows the district to review and place conditions on the work to prevent impacts to the structural integrity and operation of the dam.

2. Compliance with Legal Obligations

Project sponsors are subject to federal and state requirements, including operation and maintenance obligations tied to the project. These typically require that:

- Easement areas remain free of obstructions
- No activities interfere with the project's intended purpose

A consent agreement ensures the district remains in compliance by formally reviewing and approving third-party activities.



Consent/Acknowledgment Agreement

3. Preservation of Easement Rights

Flood control easements are property rights acquired for a specific public purpose. Allowing work without formal approval could:

- Be interpreted as a waiver or abandonment of those rights
- Create conflicts with the original easement terms

A consent agreement clearly documents that the use is conditional and does not diminish the district's property rights.

4. Risk Management and Liability Protection

Work within an easement introduces risk. If damage occurs to the structure, adjacent property, or downstream areas the district could face liability. Consent agreements help mitigate this risk by:

- Assigning responsibility to the party performing the work
- Requiring indemnification and assumption of the risks
- Establishing responsibility for repair or restoration of any damage



Consent/Acknowledgment Agreement

5. Coordination and Oversight

These agreements ensure the district:

- Is aware of all activities occurring within the easement
- Can coordinate timing and access
- May require inspections or oversight during construction

This helps prevent conflicts with maintenance activities and promotes safe execution of the work.

6. Documentation and Future Issue Resolution

Consent agreements create an official, written record of the work performed within the easement, including the location, scope, conditions, and responsible parties. This documentation is critical for:

- Tracking what infrastructure has been installed and where
- Informing future maintenance, repairs, or rehabilitation of the flood control structure
- Resolving disputes or questions that may arise years later regarding responsibility, damage, or interference with the project
- Ensuring continuity as district staff, landownership, or contractors change over time



THE BOTTOM LINE

Consent/Acknowledgment Agreement

Consent agreements are a critical tool to:

- Protect public infrastructure
- Maintain legal compliance
- Preserve property rights
- Manage risk and liability
- Document activities for long-term accountability

They help districts to control, track, and/or respond to activities that could compromise the safety and function of flood control projects.

CONSENT OF JUNIOR EASEMENT AGREEMENT

THIS CONSENT OF JUNIOR EASEMENT AGREEMENT ("Agreement") is made this ____ day of _____, 202_, by and between the _____ County Conservation District, a political subdivision of the State of Oklahoma, with offices located at _____ ("GRANTOR"), and _____, an _____, whose mailing address is _____ ("GRANTEE").

RECITALS

A. GRANTOR is the holder of certain easements and rights-of-way on, over, across, and under the real property located in _____ County, Oklahoma (the "Real Property") for the operation, maintenance, inspection, and repair of floodwater retarding structures (dams) including water storage, commonly known as _____ Watershed Structure Site ____ ("Site").

Legal Description(s) of Grantor's Easement(s):

• [Insert legal description(s) here]
(collectively, "Grantor's Easements").

B. GRANTEE is the holder of an easement and right-of-way dated _____ and recorded in Volume ___, Page ___, of the land records of _____ County, Oklahoma ("Grantee's Easement") for the construction, operation, maintenance, and inspection of a _____ (the "Facility") within the Real Property (the "Easement Area").

C. GRANTOR has requested that GRANTEE acknowledge that GRANTOR's Easements are senior in right and consent to GRANTEE's use of the Easement Area subject to the terms of this Agreement and the location depicted on Exhibit A attached hereto and incorporated herein ("Exhibit A - Site Map").

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Consent Subject to Senior Rights

GRANTOR hereby consents to GRANTEE's installation, operation, maintenance, inspection, and repair of the Facility within the Easement Area, provided that GRANTEE shall not interfere with GRANTOR's inspection, operation, maintenance, repair, or improvements thereto, including but not limited to the earthen dam, principal spillway, discharge pipe, plunge basin and outlet channel, auxiliary spillway, flood pool, and improvements thereto.

2. Acknowledgment of Senior Easement

GRANTEE expressly acknowledges that GRANTOR's Easements are senior in time to Grantee's Easement.

3. Indemnification

GRANTEE agrees, for itself and its successors and assigns, to indemnify, defend, and hold GRANTOR harmless from and against any and all claims, damages, losses, liabilities, or expenses arising out of or related to GRANTEE's Facility or activities within the Easement Area, to the extent caused by GRANTOR's sole negligence or willful misconduct.

4. GRANTEE Obligations

GRANTEE further agrees, for itself and its successors and assigns:

1. To reimburse GRANTOR for any additional costs incurred for repair, reconstruction, maintenance, removal, or alteration within Grantor's Easement area caused by GRANTEE's Facility or activities.
2. To restore and revegetate all disturbed areas, including the dam, auxiliary spillway berms, and outlet channel, and to repair any ruts or access impacts caused by GRANTEE.
3. To provide advance written notice to GRANTOR prior to construction or improvement within the Easement Area, including a description of the proposed work.
4. To cooperate with GRANTOR to ensure that any disturbance to the dam or structures is repaired or reconstructed in accordance with applicable dam safety regulations and recommendations of NRCS-USDA engineers or other qualified professionals.

5. Reservation of Rights

Nothing in this Agreement shall be construed as a waiver or release of GRANTOR under Grantor's Easements.

BEFORE THE _____ COUNTY CONSERVATION DISTRICT BOARD
EASEMENT ACKNOWLEDGMENT

THIS ACKNOWLEDGMENT made this ____ day of _____, 20____,
to the _____ County Conservation District Board, a political subdivision of the state of
Oklahoma, ("DISTRICT") by and for:

Company Name, type of company ("COMPANY")
address
phone number(s)
email address
contact person(s).

The District has reviewed the project plans of the Company and the District has determined that the plans reviewed do not appear to pose a threat nor do they appear to interfere with the operation and maintenance of any the flood control dams within the District's jurisdiction. Therefore, the Board of the _____ Conservation District requires no stipulations to the Company plans as submitted. If the plans change, this acknowledgment is null and void.

ACKNOWLEDGMENT

**Acknowledged by the _____ Conservation District ON THE DATE AND
YEAR WRITTEN ABOVE.**

, Chairman

Conservation District

DAM PROBLEMS



Landowner & Development Problems

Auxiliary Spillways,
Detention pool – attractive
areas

Structures (houses,
cabins, docks, diving
boards)

Farming/overgrazing/trails

Changes to structure (fire
pits, water sales,
garden...)

Property changes hands,
lack of knowledge

Ingress/Egress Issues

Outright denial of access

Limited access

Building gates across the dam

Roads across dam, auxiliary spillway &
in flood pool

Steps to prevent violations



Educate and Inform



Build Relationships



OKMAPS - resource of info.



Call OKIE system

Let's Inform

Real estate
trainings

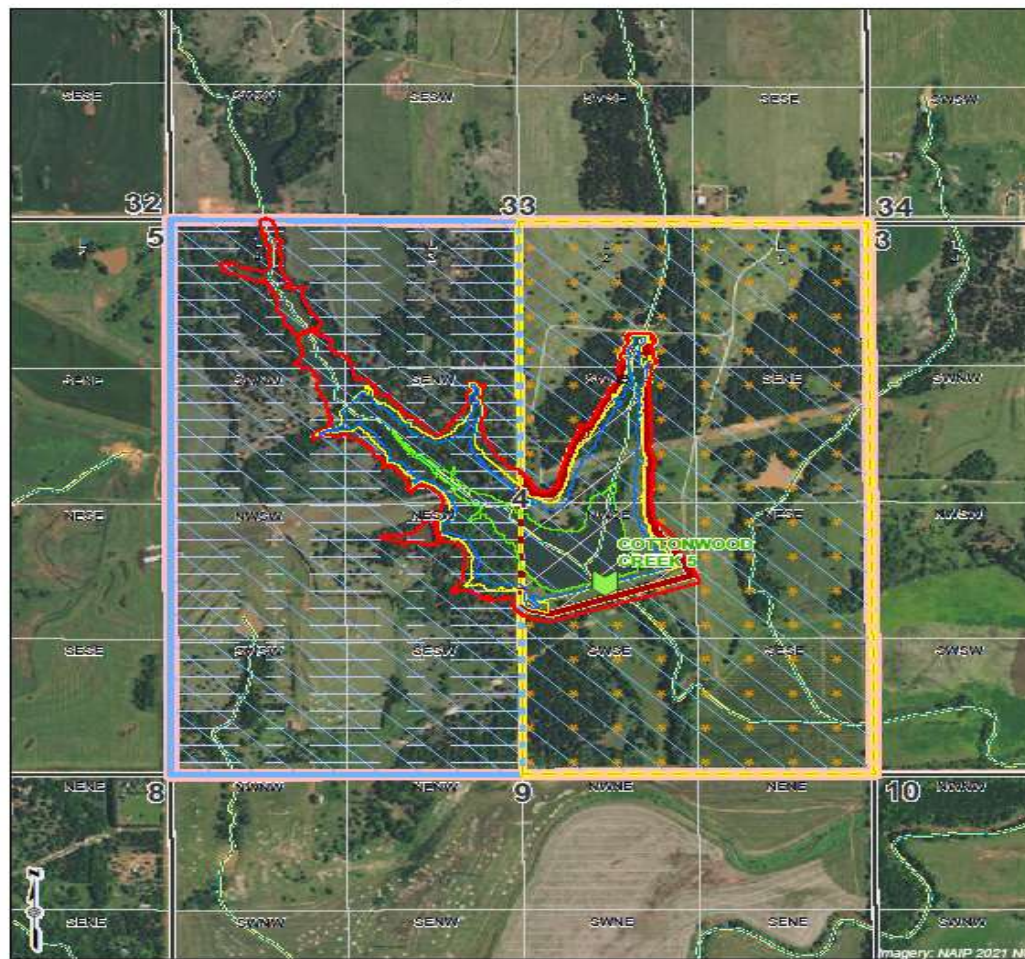
Title
Attorneys

Oil and gas
landmen

Others

Cottonwood Creek 5

Logan County, Oklahoma | Logan County Conservation District



Current Hazard Classification: LOW

- Watershed Dam (NRCS)
- Rivers & Streams
- Encroachment Areas
- Additional Ingress & Egress Rights*
- Watershed Dam Easements**
- Construction, Maintenance and Impoundment Easement
- Impoundment and Maintenance Easement
- Partial Release of Easement
- Junior Easement
- Principal Spillway (Elev 992.6 ft NRCS)
- Auxiliary (Emergency) Spillway (Elev 1005.6 ft NRCS)
- Effective Top of Dam (Elev 1009.3 ft NRCS)
- Effective Top of Dam +5 feet (Elev 1014.3 ft)
- County
- Section
- QTRQTRs



Oklahoma Conservation Commission
 Conservation Programs Division
 Date: 2/5/2025
 Scale: 1 in = 1,000 ft
 Author: W. Sharp
 Coordinate System:
 NAD 1983 StatePlane Oklahoma North
 FIPS 5001 Feet

*Some easements contain additional ingress & egress rights



Easement Enforcement Assistance

Oklahoma Conservation Commission attorneys play an important support role in helping conservation districts **protect and enforce flood control easements**, while recognizing that districts themselves are the local project sponsors and primary holders of those rights.

1. Legal Review and Interpretation of Easements

Analyze easement language to clarify the scope of rights (e.g., access, prohibition of structures, flowage rights), determine whether a specific activity or encroachment violates the easement terms, and identify any limitations, gaps, or ambiguities in older easement documents.

2. Enforcement Strategy and Guidance

- Advise districts on appropriate enforcement options based on the situation (informal resolution, formal notice, legal action)
- Help prioritize enforcement based on risk to the structure, public safety, and legal exposure
- Provide guidance on documenting violations to support enforcement actions

3. Drafting Enforcement Communications

Prepare or review:

- Notice of violation letters
- Cease-and-desist letters
- Requests for removal of encroachments

Ensure communications are clear, legally sound, and consistent with easement rights

Easement Enforcement Assistance

4. Negotiation and Voluntary Compliance

- Assist districts in working with landowners, utilities, or contractors to resolve issues without litigation
- Help negotiate:
 - Removal or relocation of encroachments
 - Restoration of disturbed areas
 - Consent agreements for allowable uses

5. Consent Agreements and Use Authorizations

- Draft and review agreements for third-party use within easement areas
- Ensure agreements protect the integrity of the structure, preserve easement rights, and assign liability appropriately
- Help standardize forms and templates for consistent statewide district use

6. Coordination with State, Federal, and Tribal Partners

Work with agencies such as NRCS and OWRB to ensure enforcement aligns with:

- Federal project requirements
- Operation and Maintenance Agreements

Help interpret federal program requirements as they relate to easement protection



Easement Enforcement Assistance

7. Litigation Support

When necessary, assist with:

- Referring matters to the appropriate legal authority (e.g., district attorney or Attorney General)
- Providing documentation, legal analysis, and background materials
- Supporting injunctions or other legal remedies to stop harmful activities

8. Training and Proactive Risk Reduction

Provide training to district boards and staff on:

- Easement rights and responsibilities
- Common violations and how to address them early

Help develop policies and procedures for consistent enforcement

9. Policy and Legislative Support

- Identify recurring enforcement challenges across districts
- Provide legal insight to inform potential statutory or policy improvements (while remaining within agency constraints)

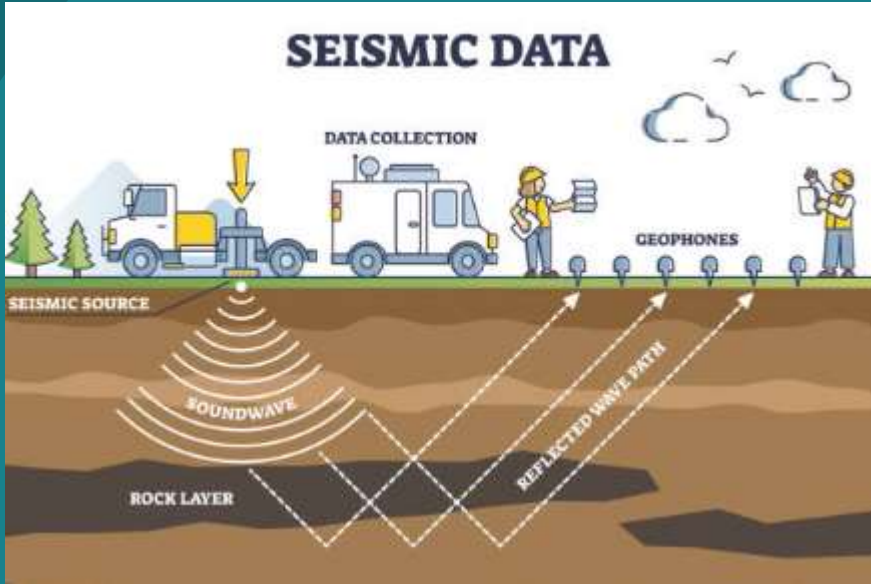


Miscellaneous

Taking Heat for Districts

- ❖ Assist in conversations with landowners
- ❖ Allow the Districts to say the Commission attorneys “said”





Seismic

National Operations & Maintenance Manual

OK500.05 Guidance for Contractor Seismic Testing Operations

NRCS technical assistance can be obtained by following the appropriate protocol. Requesting technical assistance will be through your NRCS District Conservationist (DC). If the DC needs assistance with your request they will work it through the appropriate channels which in turn will work its way back to you through the DC.

All of the energy development activity across the state has many districts encountering a surge in seismic testing operations. All or some contractor seismic testing operations are going through the Call Okie process and being reviewed by Districts for potential impacts to watershed dams.

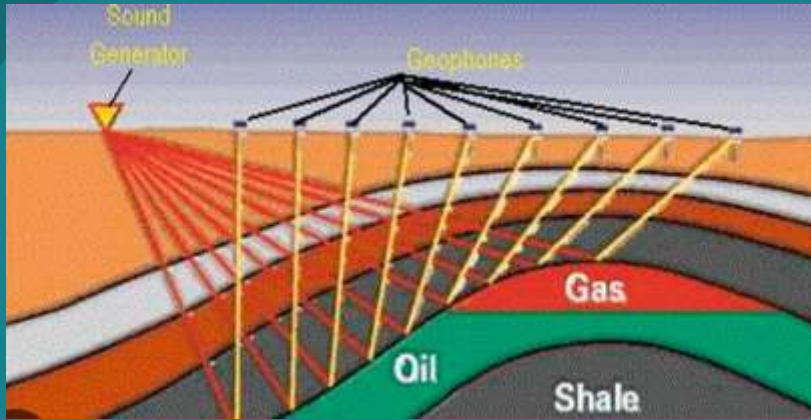
Oklahoma NRCS has provided the following guidance for seismic testing operations:

Significant and Low Hazard dams:

- Shall have a **300-foot offset distance** from the dam midpoint centerline.

High Hazard Dams:

- OFFSET DISTANCE SHALL BE **1,000 FEET** FROM THE DAM MIDPOINT CENTERLINE
- NO SEISMIC OR DRILLING OPERATION SHALL BE CONDUCTED WITHIN THE OFFSET DISTANCE
- NO SEISMIC OR DRILLING ACTIVITY ON ANY DESIGNATED SITE WATER SURFACE.
- NO DEVELOPED WELL SITES WILL BE LESS THAN THE TOP OF DAM ELEVATION



Seismic Continued

Additional considerations:

- The contractor shall be responsible for all damage repairs to easement gates, fences, roads, existing surfaces, and incidentals created by the seismic testing operations.
- The contractor shall fill all drill holes with materials to insure no surface water contamination or surface water entering the drill holes made by the contractor within the easement boundaries.
- The contractor shall immediately remove all equipment, materials, cables, sonic devices, and incidentals from the easement or project area after all operations are satisfactorily completed.
- The sponsor shall be notified within 36 hours when all operations have been completed.

We recognize that the 1,000 feet offset for high-hazard dams could be challenged if it is not within your dam easement. We suggest that you use the 1,000 feet offset regardless of your easement. If you get challenged, contact OCC for legal advice.

Release of Water

PERMISSION TO RELEASE WATER

GENERAL INFORMATION

Watershed: _____ Dam No.: _____ County: _____

Project Sponsor: _____

Purpose of Release: Release water for downstream use

Legal Description of Property: _____ Sec.: _____ Township: _____ Range: _____

Proposed Change to Existing Conditions:
(Include agreed-upon quantity of water to be released and/or change in water level):

Requested Date(s) of Release: _____

DOWNSTREAM USERS / PETITIONERS – ASSUMPTION OF RESPONSIBILITY

I/We, the undersigned downstream user(s) and petitioner(s) for water from the above-described watershed project, hereby request the release of water and agree as follows:

- To accept full responsibility for any and all damages arising from or related to the requested release of water;
- To acknowledge that operation of the water control gate may result in damage to the gate or other components of the flood control structure;
- To assume full financial responsibility for the repair or replacement of any such damage resulting from this requested release; and
- To hold harmless and indemnify the conservation district ("District") from any and all claims, damages, or liabilities associated with this request and resulting release of water.

Each undersigned certifies that he/she is at least eighteen (18) years of age and possesses the legal capacity to enter into this agreement.

Downstream Petitioner Signature Date

Downstream Petitioner Signature Date

Conservation District Acknowledgment

District Representative Date

UPSTREAM LANDOWNER(S) PERMISSION

I/We, the undersigned landowner(s) of the above-described property, acknowledge that we have reviewed this Permission to Release Water and have had the opportunity to discuss the proposed release with the District.

We understand and agree that:

- The release of water may result in a lowering of water levels and other impacts on the property;
- There is a risk that, due to unforeseen circumstances, the control gate may not be successfully reclosed, which could result in additional or unintended loss of water; and
- I/We voluntarily assume this risk and agree to hold harmless the District from any loss of water or related impacts resulting from the release.

Each undersigned certifies that he/she is at least eighteen (18) years of age and possesses the legal capacity to grant this permission.

LANDOWNER SPECIAL PROVISIONS (if applicable)

Narrative description of any landowner's special provisions that apply (attach map if applicable):

Landowner Signature Date

Landowner Signature Date

Landowner Signature Date

*PLEASE ATTACH ANY ADDITIONAL COMMENTS OR MAPS TO THIS FORM.

District Legal Representation

District Attorney

27A O.S. § 3-3-103(B): “The district attorney within whose jurisdiction a majority of the area of the district is situated shall act as legal advisor for the board of directors and shall afford the board like representation as is now provided for other county officers. The directors may call upon the Attorney General of the state for such legal services as they may require or may employ their own counsel.”

- All cases before a court or administrative agency
- Eminent Domain Cases
- Official Easement Violation Actions
- Other Legal issues – Mediations, Settlement Agreements, etc..



